Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.org.

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY

Meeting Location: Council Chambers, 305 West Third Street

June 27, 2024

Closed Session - 5:00 PM

Appointment Items - 5:30 PM

Regular Meeting - 6:00 PM

Zoom details to call-in for public comment during a meeting:

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 848 6673 1069
3. Passcode: 717137

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom call-in steps listed above. Once the presiding officer calls for public speakers, press *9 to raise your hand to inform the City Clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room. Press *6 when asked to unmute. Listen to the instructions provided virtually on the phone while on hold in the zoom waiting room. Please note that there is a slight time delay when viewing the meeting via television.

IN ACCORDANCE WITH ASSEMBLY BILL 2449, MEMBERS OF THE LEGISLATIVE BODY MAY MEET IN-PERSON OR REMOTELY. TO PARTICIPATE REMOTELY VISIT WWW.OXNARD.ORG.

To find out how you may provide public comment, please refer to the instructions below or at **www.https://www.oxnard.org/city-meetings/**.

The public may view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings of the meeting are typically available online following the meeting at the City's website at www.oxnard.org/city-meetings.

*Please see the link for the Measure M pre-recorded presentation video for each item listed on this agenda.

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.

2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING

   a. Submit a request to speak remotely by 3 p.m. on the day of the meeting by using the form available at **www.oxnard.org/citymeetings**.
   b. Submit an email to **cityclerk@oxnard.org** by 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the legislative body prior to the start of the meeting and made part of the legislative record.

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in a meeting, please contact the City Clerk's Office at 385-7803. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for your accessibility to the meeting.

Agenda Item Time Estimates include: (Minutes for Presentation + Council Discussion + Public Comment)

c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.

3. PROVIDE PUBLIC COMMENT REMOTELY DURING THE MEETING

a. Follow Zoom details listed above.
b. Public comments on agenda items will be taken following the announcement of the item. After the item is announced, members of the public may register or otherwise be recognized for the purpose of providing public comment.

Please review the Zoom instructions on the registration page to help ensure there are no technical difficulties during your comments and help you understand public comment procedures using Zoom. Detailed participation instructions can be found at www.oxnard.org/city-meetings.

In the event of a disruption which prevents a legislative body of the City of Oxnard from broadcasting a meeting using a call-in option or internet-based service option, or in the event of a disruption within the City's control which prevents members of the public from offering public comment using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on a meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. However, if any of the broadcast options are disrupted, but any of the other broadcast options is still available to the public, the legislative body may take further action on items appearing on a meeting agenda without waiting for the disrupted broadcast option(s) to be restored.

A. ROLL CALL, POSTING OF AGENDA
THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council.

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS
At this time, a person may address the legislative body only on matters appearing on the closed session agenda. The presiding officer shall limit public comments to three minutes.

C. CLOSED SESSION (5:00 PM)

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS – (Government Code section 54956.8)Property: APN 132-0-033-010
Agency Negotiator: Emilio Ramirez, Housing Director
Negotiating Party: Evergeen Devco, Inc.
Under Negotiation: Price and terms of payment
Legislative Body: City Council

2. CONFERENCE WITH LABOR NEGOTIATORS (Government Code section 54957.6)
Agency designated representatives: Ashley Golden, Assistant City Manager, Steve Naveau, Director of Human Resources and Jason Benites, Police Chief
Employee organizations: Oxnard Public Safety Managers Association (OPSMA)
Legislative Body: City Council

D. APPOINTMENT ITEMS (5:30 PM)

1. SUBJECT: Presentation by Caltrans on Pavement Rehabilitation Project on State Route 232 (Vineyard Ave.) Between U.S. Highway 101 and State Route 118.

E. OPENING CEREMONIES (6:00 PM)
Pledge of allegiance to the flag of the United States.

F. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Commendation to Pacifica High School Boys Baseball Team for Winning the CIF-State Division IV Regional Championship Title.

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker requests shall be submitted as set forth on the first page of this agenda. Speakers are limited to three minutes. After 30 minutes, if all speakers have not had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

The City Manager/Executive Director/Secretary shall report on items of interest to the legislative body occurring since the last meeting. The legislative body cannot enter into detailed discussion or take action on any item presented during this report. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion.

1. Public Works Department

SUBJECT: Continuation of an Emergency Order for Replacement of the City's Data Center Cooling System. (10 minutes)

RECOMMENDATION: That the City Council review and approve the continuation of the City Manager's emergency order to dispense with public bidding requirements pursuant to Public Contract Code section 22050 for the replacement of the Data Center Cooling System.

(This item did not originate in Committee because it is a continuation of an item previously approved by the City Council on June 4, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/PtxgOhXpNzc

Legislative Body: City Council

Contact: Michael Wolfe, Robert Ruben, (805) 385-8055, (805)385-7554

I. CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY/FINANCING AUTHORITY BUSINESS/COMMITTEE REPORTS

At this time, a member of the legislative body may make a brief announcement, or make a brief report on his or her activities. Further, members of the legislative body may request to schedule consideration of whether to place an item on a future agenda. The legislative body cannot enter into detailed discussion or take action on any item presented during this report. The member's report shall not exceed three minutes, unless additional time is granted by the presiding officer.

1. City Clerk Department

SUBJECT: Appointment of Member to Serve on the City's Cultural Arts Commission (CAC).

RECOMMENDATION: That the Mayor, with the approval of the City Council, appoint Elisa Torres to the Cultural Arts Commission representing District 6.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/dxNbUsd7Tbk

Legislative Body: City Council
Contact: Rose Chaparro, (805) 385-7805

J. REVIEW OF INFORMATION/CONSENT AGENDA
The members of the legislative body will consider whether to remove Information/Consent Agenda items for discussion later during the meeting.

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA
At this time, a person may address the legislative body only on matters appearing on the information/consent agenda. The presiding officer shall limit public comments to three minutes.

L. INFORMATION/CONSENT AGENDA

1. Finance Department
SUBJECT: Monthly Report and Accounting of All Receipts, Disbursements and Fund Balances.
RECOMMENDATION: Staff recommends that the City Council receive and file this report and accounting of all receipts, disbursements and fund balances for the month of April 2024.

(This item did not originate in Committee)
Legislative Body: City Council
Contact: Javier Chagoyen-Lazaro, (805) 200-5400

2. Fire Department
SUBJECT: Agreement for Fire and Police Department Annual Wellness Programs.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Agreement No. 32400515 with Performance Wellness and Injury Prevention, LLC for a total amount not to exceed $300,000 for a three-year term to provide a comprehensive annual wellness program for the Fire and Police Departments.
Legislative Body: City Council
Contact: Alexander Hamilton, (805) 385-7700

3. Fire Department
SUBJECT: Fire Department Fiscal Year 23-24 Transfer of Budget Appropriations.
RECOMMENDATION: That the City Council:

1. Authorize a transfer of existing budget appropriations in the amount of $15,389 within the Fleet Replacement Fund (742), and the corresponding Capital Outlay Fund (301) transfer in / appropriation in the same amount, to cover the cost of a paramedic vehicle that exceeds the ARPA funds allocated to the project. (Project C2256)
2. Authorize a transfer of existing budget appropriations in the amount of $10,104 within the General Fund (101), and the corresponding Capital Outlay Fund (301) transfer in/appropriation in the same amount, to cover the cost of LUCAS Chest Compression Devices that exceed the available grant funds for the project. (Project C2412)
3. Ratify the FY19 Assistance to Firefighters Grant (AFG) Hazmat Training Grant from $150,040 to $217,941, authorizing an increase in the City match - Federal Grant Fund (200) by $6,173 from $13,640 to $19,813, funded via available General Fund (101) Fire operating budget. (Project G1904)

Legislative Body: City Council
Contact: Alexander Hamilton, (805) 385-7700

4. Human Resources Department
SUBJECT: Fifth Amendment to Agreement No. 8822-19-HR with Occu-Med, Ltd. for Pre-Employment Medical Evaluation Services.
RECOMMENDATION: That City Council approve and authorize the Mayor to execute a Fifth Amendment to Agreement No. 8822-19-HR with Occu-Med, Ltd., with a not-to-exceed amount of $300,000, for pre-employment medical evaluation services.

(This item did not originate in Committee since this is a continuation of a previous item approved by the City Council.)
Legislative Body: City Council
Contact: Steve Naveau, (805) 385-7947

5. City Manager Department
SUBJECT: Third Amendment to On-Call Services Contract with Aten Design Group, Inc. for City Website.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Third Amendment with Aten Design Group, Inc. (Agreement No. 32400027) for on-call services for website strategy, design and development for an increase of $105,000 for a total contract amount not to exceed $421,140 and extend the term to June 30, 2026.

(The Finance & Governance Committee approved 3-0 on June 11, 2024 to approve the staff recommendation and to forward the item for Council approval.)
Legislative Body: City Council
Contact: Alexander Nguyen, (805) 385-7430

6. City Manager Department
SUBJECT: List of City Manager Approved Contracts - Informational Only.
RECOMMENDATION: That the City Council receive and file the list of City Manager approved contracts for the period December 1, 2023 through June 12, 2024.

(This item did not originate in Committee.)
Legislative Body: City Council
Contact: Alexander Nguyen, (805) 385-7430

M. REPORTS

1. Housing Department
SUBJECT: Oxnard Navigation Center Operating Agreement with Mercy House for Fiscal Year 2024-2025. (10 minutes)
RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute a one-year agreement with Mercy House for the provision of shelter and navigation center operations in fiscal year 2024 - 2025, in the amount not-to-exceed $4,066,990;

2. Authorize the City Manager or designee to carryover unspent General Fund (101) previously allocated funding for FY 2023-2024 shelter operations to be used for FY 2024-2025 shelter operations in the amount of $223,000;

3. Authorize the City Manager or designee to appropriate Permanent Local Housing Allocation funds (220) and recognize grant revenue in the amount of $876,166 in FY 2024-2025; and

4. Authorize the City Manager or designee to appropriate California State grant funds (210) and recognize grant revenue in the amount of $1,334,826 in FY 2024-2025.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on June 11, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/3sDWu6mFALg
Legislative Body: City Council
Contact: Emilio Ramirez, (805) 385-8094

2. Human Resources Department
SUBJECT: Memorandum of Understanding - Oxnard Peace Officers Association. (10 minutes)
RECOMMENDATION: That the City Council of the City of Oxnard adopt a Resolution approving the attached tentative agreement between the City of Oxnard and the Oxnard Peace Officers Association and authorizing the City Manager to take the necessary administrative actions to implement the agreement.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/aWPuhDH5uI0
Legislative Body: City Council
Contact: Steve Naveau, (805) 385-7947

3. Public Works Department
SUBJECT: Authorization to Accept a Federal Grant of $3.8M for the Kamala Neighborhood Water Cast Iron Replacement Capital Improvement Project. (10 minutes)
RECOMMENDATION: That the City Council:

1. Accept a federal grant from the U.S House Transportation and Infrastructure Committee in the amount of $3,806,152 (with 20% local match) for the Kamala Neighborhood Water Cast Iron Replacement Capital Improvement Project C2228; and
2. Authorize the City Manager to execute grant agreements; the Finance Director or designee to submit financial reports and grant claims and approve budget appropriations for the use of grant funds; and the Director of Public Works or designee to submit non-financial reports.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/XwtzmCAhJBE
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

4. Public Works Department

SUBJECT: Agreement 32500006 with California Wood Recycling, Inc. dba Agromin (Agromin), for Organic Waste Recycling Services at Agromin Facilities. (10 minutes)
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with California Wood Recycling, Inc. dba Agromin (Agromin) in the amount not to exceed $9,000,000 for an initial three-year term from July 1, 2024, to June 30, 2027, with the option for two (2) consecutive one (1) year period extensions, that shall not exceed a total of five (5) years; for a final term ending June 30, 2029, in order to provide organic waste recycling services and mulch products for the City of Oxnard at permitted Agromin facilities.

(Public Works and Transportation Committee approved 3-0 on May 14, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/ceF8pSj9Mlo
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

5. Public Works Department
SUBJECT: Fifth Amendment to Agreement A-8221 with Big Truck Rental, LLC for Short Term Rental of Refuse Collection Vehicles for the Environmental Resources Division. (10 minutes)
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Fifth Amendment to a Rental Agreement with Big Truck Rental, LLC in the amount of $615,000 for a new total not to exceed $5,078,035 for an additional period of 12 months, ending on June 30, 2025, for the rental of refuse collection vehicles.

(This item did not originate in Committee because it is a continuation of an item previously approved by the City Council on June 6, 2023.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/lSG041xTD9E
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

6. Public Works Department
SUBJECT: Budget Appropriations for Community Facilities District No. 8, Sakioka Farms Business Park for Fiscal Year 2023-24. (10 minutes)
RECOMMENDATION: That the City Council approve a Fiscal Year 2023-24 budget appropriation to recognize revenues in the amount of $550,737 and expenses in the amount of $550,737 for Community Facilities District (CFD) No. 8 Sakioka Farms Business Park Subfund (60803801).

(Finance and Governance Committee approved 3-0 on June 11, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/EIxb5fYRrOo
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

7. Public Works Department
SUBJECT: Agreement 32500018 with M.O. Dion & Sons, Inc. dba Dion & Sons, Inc. for Purchase and Delivery of Bulk Fuel. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with M.O. Dion & Sons, Inc. dba Dion & Sons, Inc. in the amount not to exceed $4,135,000 for an initial one-year term from July 1, 2024 to June 30, 2025 with the option for four (4) consecutive one (1) year period extensions that shall not exceed a total of five (5) years for a final term ending June 30, 2029 for the purchase and delivery of bulk fuel to various City locations.

(As of the date of this City Council agenda being posted, there is not yet an outcome from the June 25, 2024 Public Works and Transportation Committee. Staff is available to answer any questions.)

Please click the following link to view the required Measure M pre-recorded presentation video:https://youtu.be/Y27yftjHZKQ
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

N. ADJOURNMENT

CITY COUNCIL AGENDA REPORT

REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY
AGENDA ITEM NO. H.1

DATE: June 27, 2024

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org
Robert Ruben, Chief Information Officer, (805)385-7554, robert.ruben@oxnard.org

SUBJECT: Continuation of an Emergency Order for Replacement of the City's Data Center Cooling System. (10 minutes)

RECOMMENDATION

That the City Council review and approve the continuation of the City Manager's emergency order to dispense with public bidding requirements pursuant to Public Contract Code section 22050 for the replacement of the Data Center Cooling System.

(This item did not originate in Committee because it is a continuation of an item previously approved by the City Council on June 4, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/PtxgOhXpNzc

BACKGROUND

On June 4, 2024, the City Council ratified the City Manager's emergency order, per Oxnard City Code Section 4-20(B), to implement emergency procurement procedures pursuant to Public Contract Code section 22050 for the replacement of the City's Data Center Cooling System, which experienced a catastrophic failure. The emergency procedures allow for the replacement of City facilities when immediate action is required to preserve public facilities and procure the necessary equipment, services, and supplies without giving notice requesting bids for public contracts.

The emergency at issue was declared on May 23, 2024, by the City Manager, after reviewing information provided by the City's Chief Information Officer and a recommendation from the Public Works Director. The City Manager found there was substantial evidence that the failure of the cooling system in the City's Data Center created an emergency posing a significant risk to City property and essential city services. The City Manager took immediate action and ordered the implementation of emergency procurement procedures to purchase and install a new cooling system without utilizing the City's formal procurement and bidding procedures.

DISCUSSION

Pursuant to Public Contract Code 22050, the Emergency Order of the City Manager must be reviewed and approved by the City Council at each regularly scheduled meeting until the emergency is abated. To date, the situation with the cooling system in the City's Data Center has not progressed enough to declare the emergency over. Since the ratification of the emergency order at the June 4, 2024 Council meeting, the following actions have been taken:

1. Three specialized HVAC (Heating, Ventilation, Air-conditioning) contractors have been contacted to provide estimates for the emergency replacement of the City Data Center cooling system;

2. Staff has conducted site visits with certain HVAC contractors to determine the scope of work required for a full replacement of the cooling system; and
3. Received two proposals from contractors

The next steps will be:

1. Obtain, review, and evaluate one more contractor estimate;
2. Select a contractor to provide the required services; and
3. Work with Facilities staff, Community Development staff, IT staff, and occupants of the building to coordinate the replacement work.

Staff will return to Council with another update or a recommendation to declare the emergency over as required by Code.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

The proposed recommendation does not have any financial impact. The current cost estimate to purchase and install a new cooling system is approximately $250,000. Additional work and/or purchases may be required to complete the project and therefore this current cost is only an estimate. This will be funded from the operating budget from available appropriations in the Information Technology Fund (7311804-53200 and 7311804-56040). A final project total will be provided to the City Council.

COMMITTEE OUTCOME

This item did not originate in Committee because it is a continuation of an item previously approved by the City Council on June 4, 2024.

Prepared by: Michael Wolfe, Public Works Director, Michelle McCarron, Assistant City Attorney

ATTACHMENTS

1. June 4, 2024 Staff Report
2. June 18, 2024 Staff Report
3. Presentation

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.5

DATE: June 4, 2024

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org
Robert Ruben, Chief Information Officer, (805)385-7554, robert.ruben@oxnard.org

SUBJECT: Ratify Emergency Order for Replacement of the City's Data Center Cooling System. (10 minutes)

RECOMMENDATION

That the City Council review and ratify the following:

1. The City Manager's emergency order to dispense with public bidding requirements pursuant to Public Contract Code section 22050; and
2. Authorize the City Manager to enter into any contracts required to abate the emergency conditions necessitating the replacement of the City's Data Center Cooling System; and
3. Authorize the City Manager to enter into any contracts over his spending authority of $200,000.00 that may be required to abate the emergency.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/jehytTJB5nM

BACKGROUND

Oxnard City Code Section 4-20(B), authorizes the City Manager to implement emergency procurement procedures pursuant to Public Contract Code section 22050 for the replacement of City facilities when immediate action is required due to an emergency to preserve public facilities and procure the necessary equipment, services, and supplies without giving notice requesting bids for public contracts.

On May 23, 2024, after reviewing information provided by the City's Chief Information Officer and a recommendation from the Public Works Director, the City Manager found there was substantial evidence that the failure of a cooling system in the City's Data Center created an emergency posing a significant risk to City Property and essential city services. As such, the City Manager took immediate action and ordered the implementation of emergency procurement procedures to purchase and install a new cooling system without utilizing the City's formal procurement and bidding procedures.

DISCUSSION

The City of Oxnard Data Center (located at 300 W. 3rd Street) houses the majority the City's internal Information Technology (IT) networking infrastructure, including the networking and storage servers responsible for the City's Billing and Permitting Interactive Voice Response systems, all locally hosted database servers, the Geographic Information System (GIS) mapping system, environmental resources, Document Management System (AKA AppExtender), system backup servers, HTE, fleet systems, and more. Additionally, the City Data Center handles the Internet and external network access for the main city buildings, such as Public Works, Service Center, Water,

Wastewater, Environmental Resources, and City Hall. For reference, Internet and external network access are required for all Google products used by all City Staff including email, documents, shared city drives, the Tyler Munis Enterprise Resource Planning (ERP) system, NeoGov, and other cloud-based systems relied upon by the various City Divisions and Departments.

On or about February 6, 2024, the City Data Center's cooling system (approximately 13 years old) experienced a mechanical failure. The cause of the failure at that time was unknown. The IT Department initiated the standard repair procedure. IT contacted the City's Facilities Division ("Facilities") to assess the cooling system. Facilities implemented a short-term mitigation plan while the mechanical failure of the system was assessed, and the manufacturer and the City's on-call repair service provider was contacted to further assess and repair the system. The short-term mitigation plan implemented by Facilities is to run the main building air conditioner and use portable AC units inside the City's data center to keep it cool, and open the computer room doors from time to time to allow additional airflow.

On March 6, 2024, the on-call service provider informed Facilities and IT Dept. that the cooling system experienced a mechanical failure that could not be fixed or repaired. Additionally, the service provider stated that certain parts could not be replaced to revive the system, due in part to an obsolete design, worn-out components and numerous required replacement components. It is not feasible to repair the system. The service provider recommended a full replacement.

The short-term facilities mitigation plan will not be able to provide the necessary cooling required to safeguard the City's Data Center, networking, and server equipment on a long-term basis. This mitigation plan is very stopgap in nature, inefficient, and not recommended to maintain the network and server equipment at the appropriate temperature. It is meant as a short-term protocol for when repairs or maintenance are needed.

The City's Data Center services are at a risk of loss if there is a failure within the short-term mitigation plan, such as main building AC or portable units failing or being unable to adequately keep the Data Center cool. At a minimum, the impact of the failure to keep the Data Center cool would result in loss of access to all City systems (other than Public Safety) from within any City facility. Furthermore, the networking equipment may overheat causing physical damage and requiring additional costly replacements and extended network outages. These risks demand immediate action to reduce any further possibility of loss or failure.

The City's standard two-step procurement process requires a Request for Proposal (RFP) for a design consultant to configure and design the specifications and plans, followed by a Request for Bid (RFB) for the removal and replacement of the Data Center cooling system. This procurement process would take approximately 6 months at a minimum, in which the Data Center could be without an adequate and reliable cooling system. The risk to the City's Data Center will be exacerbated by the procurement process.

IT and Public Works have been working on the details for the purchase and installation of a new cooling system. Public Works has received a preliminary cost proposal to remove the four existing APC in-row chilled water Computer Room Air Conditioner (CRAC) units and the associated rooftop chiller units and replace them with new CRAC units and associated rooftop condenser units. This initial estimate included a long lead time to obtain the necessary equipment to replace the system. As such, staff is evaluating other options and vendors to obtain the necessary equipment and complete the project in an expeditious manner and at the lowest cost possible with the understanding that speed is imperative. Staff will provide recurring updates to Council on this matter, and will return to Council to ratify any necessary contracts for this emergency project.

STRATEGIC PRIORITIES

This agenda item is a routine operational item.

FINANCIAL IMPACT

The current cost estimate to purchase and install a new cooling system is approximately $250,000.00. Additional work and/or purchases may be required to complete the project and therefore this current cost is only an estimate. This will be funded from available appropriations in the Information Technology Fund operating budget in Fiscal Year 2023-24 and/or from the Fiscal Year 2024-25 budget proposed for Council consideration. A final project total will be provided to the City Council.

For Finance Use Only: Information Technology Fund (Org. 7311804/ 1801 Obj. 53200 and 56040)

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Michael Wolfe, Public Works Director, Michelle McCarron, Assistant City Attorney

ATTACHMENTS

1. Presentation

CITY COUNCIL AGENDA REPORT

REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY
AGENDA ITEM NO. D.1

DATE: June 18, 2024

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org
Robert Ruben, Chief Information Officer, (805)385-7554, robert.ruben@oxnard.org

SUBJECT: Continuation of an Emergency Order for Replacement of the City's Data Center Cooling System. (10 minutes)

RECOMMENDATION

That the City Council review and approve the continuation of the City Manager's emergency order to dispense with public bidding requirements pursuant to Public Contract Code section 22050 for the replacement of the Data Center Cooling System.

(This item did not originate in Committee because it is a continuation of an item previously approved by the City Council on June 4, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/Q89638XMkkY

BACKGROUND

On June 4, 2024, the City Council ratified the City Manager's emergency order, per Oxnard City Code Section 4-20(B), to implement emergency procurement procedures pursuant to Public Contract Code section 22050 for the replacement of the City's Data Center Cooling System, which experienced a catastrophic failure. The emergency procedures allow for the replacement of City facilities when immediate action is required to preserve public facilities and procure the necessary equipment, services, and supplies without giving notice requesting bids for public contracts.

The emergency at issue was declared on May 23, 2024, by the City Manager, after reviewing information provided by the City's Chief Information Officer and a recommendation from the Public Works Director. The City Manager found there was substantial evidence that the failure of the cooling system in the City's Data Center created an emergency posing a significant risk to City property and essential city services. The City Manager took immediate action and ordered the implementation of emergency procurement procedures to purchase and install a new cooling system without utilizing the City's formal procurement and bidding procedures.

DISCUSSION

Pursuant to Public Contract Code 22050, the Emergency Order of the City Manager must be reviewed and approved by the City Council at each regularly scheduled meeting until the emergency is abated. To date, the situation with the cooling system in the City's Data Center has not progressed enough to declare the emergency over. Since the ratification of the emergency order at the June 4, 2024 Council meeting, the following actions have been taken:

1. Three specialized HVAC (Heating, Ventilation, Air-conditioning) contractors have been contacted to provide estimates for the emergency replacement of the City Data Center cooling system.

2. Staff has conducted site visits with certain HVAC contractors to determine the scope of work required for a full replacement of the cooling system.

The next steps will be:

1. Obtain, review, and evaluate all contractor estimates;
2. Select a contractor to provide the required services; and
3. Work with Facilities staff, Community Development staff, IT staff, and occupants of the building to coordinate the replacement work.

Staff will return to Council with another update or a recommendation to declare the emergency over as required by Code.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

The proposed recommendation does not have any financial impact. The current cost estimate to purchase and install a new cooling system is approximately $250,000.00. Additional work and/or purchases may be required to complete the project and therefore this current cost is only an estimate. This will be funded from the operating budget from available appropriations in the Information Technology Fund (7311804-53200 and 7311804-56040). A final project total will be provided to the City Council.

COMMITTEE OUTCOME

This item did not originate in Committee because it is a continuation of an item previously approved by the City Council on June 4, 2024.

Prepared by: Michael Wolfe, Public Works Director, Michelle McCarron, Assistant City Attorney

ATTACHMENTS

1. June 4, 2024 Staff Report
2. Presentation

Continuation of an Emergency Order for Replacement of the City's Data Center Cooling System

City Council
June 27, 2024

Michael L. Wolfe, Director of Public Works
Rob Ruben, Chief Information Officer

CITY OF OXNARD CALIFORNIA

Recommendation

That the City Council review and approve the continuation of the City Manager's emergency order to dispense with public bidding requirements pursuant to Public Contract Code section 22050 for the replacement of the Data Center Cooling System.

BACKGROUND

On June 4, 2024, the City Council ratified the City Manager's emergency order, per Oxnard City Code Section 4-20(B), to implement emergency procurement procedures pursuant to Public Contract Code section 22050 for the replacement of the City's Data Center Cooling System, which experienced a catastrophic failure.

The emergency procedures allow for the replacement of City facilities when immediate action is required to preserve public facilities and procure the necessary equipment, services, and supplies without giving notice requesting bids for public contracts.

BACKGROUND

The emergency at issue was declared on May 23, 2024, by the City Manager, after reviewing information provided by the City's Chief Information Officer and a recommendation from the Public Works Director.

The City Manager found there was substantial evidence that the failure of the cooling system in the City's Data Center created an emergency posing a significant risk to City property and essential city services.

The City Manager took immediate action and ordered the implementation of emergency procurement procedures to purchase and install a new cooling system without utilizing the City's formal procurement and bidding procedures.

DISCUSSION

Pursuant to Public Contract Code 22050, the Emergency Order of the City Manager must be reviewed and approved by the City Council at each regularly scheduled meeting until the emergency is abated. To date, the situation with the cooling system in the City's Data Center has not progressed enough to declare the emergency over. Since the ratification of the emergency order at the June 4, 2024 Council meeting, the following actions have been taken:

1. Three specialized HVAC (Heating, Ventilation, Air-conditioning) contractors have been contacted to provide estimates for the emergency replacement of the City Data Center cooling system.
2. Staff has conducted site visits with certain HVAC contractors to determine the scope of work required for a full replacement of the cooling system.
3. Received two proposals from contractors

DISCUSSION

The next steps will be:

1. Obtain, review, and evaluate one more contractor estimate;
2. Select a contractor to provide the required services; and
3. Work with Facilities staff, Community Development staff, IT staff, and occupants of the building to coordinate the replacement work.

Staff will return to Council with another update or a recommendation to declare the emergency over as required by Code.

FINANCIAL IMPACT

The proposed recommendation does not have any financial impact.

The current cost estimate to purchase and install a new cooling system is approximately $250,000.

Additional work and/or purchases may be required to complete the project and therefore this current cost is only an estimate.

This will be funded from the operating budget from available appropriations in the Information Technology Fund (7311804-53200 and 7311804-56040).

A final project total will be provided to the City Council.

CITY OF
OXNARD
CALIFORNIA

QUESTIONS?

CITY COUNCIL AGENDA REPORT

CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY/FINANCING AUTHORITY BUSINESS/COMMITTEE REPORTS AGENDA ITEM NO. I.1

DATE: June 27, 2024

TO: City Council

FROM: Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org

SUBJECT: Appointment of Member to Serve on the City's Cultural Arts Commission (CAC).

RECOMMENDATION

That the Mayor, with the approval of the City Council, appoint Elisa Torres to the Cultural Arts Commission representing District 6.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/dxNbUsd7Tbk

BACKGROUND

Oxnard City Code section 2-36 states that the Mayor, with the approval of the City Council, shall appoint the members of each Citizen Advisory Group (CAG), including the Cultural Arts Commission. The process is outlined in that provision, including nomination by each Council member congruent with his or her term in office. Section 2-37 states that each commissioner shall undergo the City's formal background check procedures before the appointment.

DISCUSSION

The CAC advises on all matters related to cultural arts, including public art, in the City. The CAC is composed of seven members, all of whom must reside in the City, be over the age of 18, and have special knowledge or interest in the arts. For this purpose, Councilmember Valenzuela nominates Elisa Torres to represent District 6, who has passed the City's formal background check procedures.

Staff will return on a rolling basis with additional Council nominations to fill the remaining vacancies on the City's commissions, committees and boards.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Dee Lai, Assistant City Clerk

ATTACHMENTS

1. Elisa Torres - Powerpoint 06 27 2024

Appointment of Member to Serve on the City's Cultural Arts Commission

City Council

June 27, 2024

Dee Lai, Assistant City Clerk

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Mayor, with the approval of the City Council, appoint Elisa Torres to serve on the Cultural Arts Commission representing District 6.

CULTURAL ARTS COMMISSION	
Function	Advises on all matters related to cultural arts, including public art, in the City.
Requirements	7 members must reside in City and be over age 18, and have special knowledge or interest in the arts.
Nomination	Councilmember Valenzuela nominates Elisa Torres (District 6)

CITY OF
OXNARD
CALIFORNIA

THE END

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.1

DATE: June 27, 2024

TO: City Council

FROM: Javier Chagoyen-Lazaro, Chief Financial Officer, (805) 200-5400, javier.chagoyenlazaro@oxnard.org

SUBJECT: Monthly Report and Accounting of All Receipts, Disbursements and Fund Balances.

RECOMMENDATION

Staff recommends that the City Council receive and file this report and accounting of all receipts, disbursements and fund balances for the month of April 2024.

(This item did not originate in Committee)

BACKGROUND

California Government Code Section 41004 requires the City Treasurer to submit to the City Clerk and to file with the City's legislative body each month, a written report and accounting of all receipts, disbursements and fund balances. The City of Oxnard's Chief Financial Officer has assumed the responsibility of the City Treasurer for purposes of filing this report and accounting pursuant to California Government Code section 34004 and Oxnard City Code sections 2-176(C) and 2-175.5.

DISCUSSION

The Chief Financial Officer and Finance Department currently post reports to the City's public website showing a detailed accounting of all receipts (revenues), disbursements (expenses) and fund balances on a monthly basis. In addition, the Chief Financial Officer and Finance Staff maintain on the City's public website a link to an interactive financial reporting tool containing a variety of detailed reports as well as a customizable, searchable and downloadable database containing current and historical records of all revenue, expenditures, cash balances and accounts payable transactions. These reports and tools will continue to be made available to the City Council and members of the public; however, this report and accounting is also being submitted to comply with California Government Code section 41004.

Finance Department staff has prepared and the Chief Financial Officer is submitting this report and accounting in compliance with California Government Code section 41004. Note that due to seasonal factors and fluctuations in the timing of inflows and outflows, cash and fund balances can change significantly from month to month. The data provided in these reports and in the online financial reporting tool are unaudited as of the time the reports were created. For audited financial reports, Council and the public should refer to the City's audited Annual Comprehensive Financial Report (ACFR).

The attached Revenue Report lists by fund, and by account within each fund, the fiscal year to date and monthly revenues through April, 2024. The report includes the original fiscal year budget appropriation and the current revised budget as well as the amount of budget remaining and the percent of budget recognized to date. The "Encumbrances" column does not apply to revenues. This report is generated by the City's ERP financial system which recognizes revenue entries as a credit per accounting standards, which is why they appear on the report preceded by a "minus" symbol.

The attached Expense Report lists by fund, and by object code (i.e., expense category) within each fund, the fiscal year to

date and monthly expenses through April, 2024. A list of the City's object codes can be found in the Online Financial Reporting Tool on the City's website at the following link: https://stories.opengov.com/oxnardca/published/kNCq4AYz_ . As with the Revenue Report, this report also includes the current year's adopted budget and current revised budget as well as amounts that have been encumbered (committed) against a particular expense object, the amount of budget remaining for the year, and the percent of budget used to date.

The attached Balance Sheet Report lists by fund, and where applicable, by sub-fund, the total assets, liabilities (if any) and fund balance as of the end of the month once all accounting entries for that month have been posted. This report includes the current balance for each account type (asset, liability, fund balance) as well as the change from the prior month. Following the accounting standard of assets = liabilities + equity (equity = fund balance for a city), the normal account balance dictates the sign of the entry: assets are debits (+), liabilities are credits (-), and fund balance either debit or credit with (-) indicating a positive fund balance and (+) indicating a negative fund balance.

Finance Department staff has also prepared the following summary of receipts, disbursements and balances.

SUMMARY REPORT OF RESULTS FOR THE MONTH OF APRIL, 2024:

FUND	RECEIPTS	DISBURSEMENTS	FUND BALANCE
General Fund	$14,616,540.63	$17,591,691.91	$54,451,699.49
Water Operating Fund	$4,778,777.07	$6,100,091.68	$103,171,656.25
Wastewater Operating Fund	$5,054,669.96	$3,602,448.67	$204,750,352.50
Environmental Resources Operating Fund	$5,292,104.56	$4,440,667.88	$18,832,619.20
All Other Reportable Funds	$12,538,373.75	$18,757,896.74	$231,304,018.82

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Jim Costello, Financial Analyst III

ATTACHMENTS

1. FY2023-24 April Expense
2. FY2023-24 April Revenue
3. FY 2023-24 April Balance Sheet

City of Oxnard

YEAR-TO-DATE BUDGET REPORT
EXPENSES - APRIL 2024

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
101 GENERAL FUND							
50000 SALARIES - REGULAR	85,960,150	84,961,636	58,082,201.07	5,999,165.06	.00	26,879,435.29	68.4%
50100 SALARIES - TEMPORARY	1,833,700	1,593,690	1,014,246.21	82,797.29	.00	579,443.79	63.6%
50200 OVERTIME WAGES	4,047,722	4,037,722	5,189,810.04	483,700.15	.00	-1,152,088.04	128.5%
50210 OVERTIME-FLSA PUBLIC SAFETY	175,000	175,000	296,780.94	24,507.54	.00	-121,780.94	169.6%
50220 STATION COVERAGE OT	4,427,139	4,427,139	3,920,324.37	380,758.48	.00	506,814.63	88.6%
50230 CALLBACK	1,060,000	1,060,000	703,751.91	69,123.00	.00	356,248.09	66.4%
50400 VAC SICK COMP BUYBACK	0	0	-.95	.00	.00	.95	100.0%
50410 WORKERS COMP SALARY CONTINUE	0	0	1,430,821.74	130,944.52	.00	-1,430,821.74	100.0%
50900 VACANCY SAVINGS	-10,985,104	-10,985,104	.00	.00	.00	-10,985,104.00	.0%
51000 CALPERS PENSION NORMAL COST	10,363,509	10,333,829	7,267,432.51	732,791.80	.00	3,066,396.49	70.3%
51010 CALPERS PENSION UAL	5,199,085	5,175,142	4,312,618.10	431,261.81	.00	862,523.90	83.3%
51020 CALPERS UAL - PUBLIC SAFETY	2,913,634	2,913,634	2,428,028.30	242,802.83	.00	485,605.70	83.3%
51030 RETIREMENT ENHANCEMENT PLAN	1,747,700	1,740,927	1,329,478.30	132,550.57	.00	411,448.70	76.4%
51040 EARLY RETIREMENT INCENTIVE	38,450	38,450	38,449.87	.00	.00	.13	100.0%
51160 CITY PAID EMPLOYEE BENEFITS	22,815,567	22,252,243	15,525,305.02	1,548,760.21	.00	6,726,937.98	69.8%
51168 SURVIVOR BENEFITS	0	0	71,259.26	.00	.00	-71,259.26	100.0%
51200 OPOA RETIREE MEDICAL PLAN	1,931,087	1,931,087	1,427,469.87	522,187.03	.00	503,617.13	73.9%
51210 RETIREE HEALTH INS PLAN	538,790	538,790	422,835.90	42,642.64	.00	115,954.10	78.5%
51300 WORKERS COMPENSATION	7,092,855	7,123,787	5,953,703.86	593,648.90	.00	1,170,083.14	83.6%
51400 AUTO ALLOWANCE	37,845	37,845	34,714.38	3,880.42	.00	3,130.62	91.7%
51410 UNIFORM ALLOWANCE	53,949	53,949	54,847.68	819.12	.00	-898.68	101.7%
52000 POSTAGE	63,051	64,051	46,759.38	5,072.20	125.97	17,165.65	73.2%
52100 CHEMICALS	140,873	142,373	51,600.31	1,128.38	82,974.17	7,798.52	94.5%
52110 REPAIR PARTS	0	0	7,968.86	797.73	.00	-7,968.86	100.0%
52200 SUBSCRIPTIONS & PUBLS	61,427	73,427	26,445.90	14,499.07	12,729.33	34,251.77	53.4%
52300 UNIFORMS	230,805	230,805	256,145.47	27,094.30	129,248.49	-154,588.96	167.0%
52310 TRAINING-WORKSHOP-MTGS	629,685	782,619	520,389.12	69,448.09	12,551.78	249,678.25	68.1%
52320 MILEAGE REIMBURSEMENTS	812	812	1,752.21	67.67	.00	-940.21	215.8%
52330 EDUCATION REIMBURSEMENT	20,414	20,414	35,722.36	3,093.24	.00	-15,308.36	175.0%
52340 MEMBERSHIPS	251,145	251,145	256,487.69	885.12	.00	-5,342.69	102.1%
52350 OTHER EXPENSE REIMB	66,776	66,776	37,010.19	7,012.19	40,174.48	-10,408.67	115.6%
52400 MINOR EQUIPMENT	2,221,516	2,110,806	1,139,474.10	207,454.77	669,140.26	302,191.82	85.7%
52500 COMMUNITY ACTIVITIES EXP	153,500	178,500	185,160.00	.00	93,600.00	-100,260.00	156.2%
52600 SUPPLIES CUSTODIAL	74,900	74,900	41,916.84	6,521.95	33,292.44	-309.28	100.4%
52610 SUPPLIES SAFETY	326,225	468,225	309,739.95	12,375.83	58,867.95	99,617.10	78.7%
52620 SUPPLIES OTHER	282,858	282,858	193,108.25	13,362.93	31,949.64	57,800.11	79.6%
52900 MISC SUPPLIES	329,137	356,370	225,222.02	30,081.49	108,824.06	22,323.43	93.7%
53000 SOFTWARE EXPENSE	24,038	24,038	59,311.43	356.00	90.00	-35,363.43	247.1%
53001 SOFTWARE SUBSCRIPTION	0	0	12,807.20	.00	182.80	-12,990.00	100.0%
53010 SERVICES PRINTING BINDING	99,080	99,080	46,430.01	7,819.54	19,201.81	33,448.18	66.2%

YEAR-TO-DATE BUDGET REPORT
EXPENSES - APRIL 2024

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
53020 INTERNAL PHOTOCOPING COSTS	97,684	97,684	69,674.61	300.53	287.34	27,722.05	71.6%
53110 SERVICES MEDICAL	31,957	31,957	33,440.50	.00	559.50	-2,043.00	106.4%
53200 PROF SERVICES - OTHER	17,296,496	21,427,889	9,482,456.56	877,642.14	6,334,755.07	5,610,677.54	73.8%
53210 SERVICES AUDIT	205,600	237,600	208,810.00	.00	54,790.00	-26,000.00	110.9%
53220 SERVICES LEGAL SERVICES	824,142	968,570	350,160.91	42,254.90	363,736.77	254,672.32	73.7%
53230 ANIMAL SHELTER	2,547,687	2,547,687	1,253,297.71	631,905.63	954,958.16	339,431.13	86.7%
53250 ADVERTISING	44,672	46,172	12,120.24	490.00	8,195.00	25,856.76	44.0%
53260 LEGAL ADVOCACY	73,766	73,766	35,139.74	2,668.00	24,804.00	13,822.26	81.3%
53300 CONTRACT ELECTIONS EXPNS	100,000	100,000	.00	.00	.00	100,000.00	.0%
53310 COUNTY PROP TAX ADMIN CHG	322,279	322,279	139,296.33	.00	.00	182,982.67	43.2%
53400 PROFESSIONAL SERVICES - HR	75,000	75,000	14,313.92	1,920.00	.00	60,686.08	19.1%
53410 BACKGROUND CHECKING	159,239	249,239	155,710.25	.00	2,100.00	91,428.75	63.3%
53500 BANK CHARGES	234,064	234,064	69,036.95	6,803.51	45,903.30	119,123.75	49.1%
53710 PRIOR YEAR REFUNDS	0	0	280.00	.00	.00	-280.00	100.0%
54010 UTILITY EXPENSE-ELECTRIC	2,292,922	2,406,348	1,980,593.18	184,980.18	.00	425,754.82	82.3%
54020 UTILITY EXPENSE - GAS	29,229	43,229	38,131.95	1,259.14	.00	5,097.05	88.2%
54030 UTILITY EXPENSE- WASTEWATER	56,148	61,576	71,514.29	4,858.35	.00	-9,938.29	116.1%
54040 UTILITY EXPENSE WATER	1,455,075	1,467,554	941,972.02	77,985.92	.00	525,581.98	64.2%
54050 UTIL EXP REFUSE AND DISPOSE	236,365	306,656	291,454.72	38,183.31	.00	15,201.28	95.0%
54070 INTERNET CHARGES	3,606	3,606	942.00	.00	.00	2,664.00	26.1%
54080 TELEPHONE CHGS	454,307	600,927	384,522.29	26,602.04	.00	216,404.71	64.0%
54090 UNLEADED FUEL	2,283	2,283	.00	.00	.00	2,283.00	.0%
55010 BUILDING MAINT & REPAIR	420,962	450,962	142,572.32	36,205.12	54,001.02	254,388.66	43.6%
55020 EQUIPMENT MAINTENANCE	190,344	190,344	61,122.15	34,100.21	47,231.39	81,990.46	56.9%
55030 VEHICLE MAINTENANCE	62,709	62,709	75,303.85	22,366.50	-30,222.25	17,627.40	71.9%
56030 CAPEX - VEHICLES	0	15,000	.00	.00	.00	15,000.00	.0%
56040 CAPEX - MACHINERY/EQUIP	463,000	667,086	495,650.74	14,355.53	.00	171,435.26	74.3%
57000 RENTALS & LEASES	1,297,443	1,746,581	931,499.25	135,045.52	517,950.46	297,131.43	83.0%
57110 TAXES AND FILING FEES	200	200	94.32	.00	.00	105.68	47.2%
57300 LEASE PMT CAP GROWTH FEES	1,004,616	1,004,616	204,781.91	.00	.00	799,834.09	20.4%
57400 CONTRIBUTION TO OTHER FND	95,000	95,000	95,000.00	.00	.00	.00	100.0%
57410 CONTRIBUTION TO OTHER AGCY	146,409	146,409	76,664.69	.00	76,664.69	-6,920.38	104.7%
57500 PRINCIPAL PAYMENTS	1,768,016	1,768,016	.00	.00	.00	1,768,016.00	.0%
57510 INTEREST & PENALTIES EXPENSE	107,673	107,673	15,306.01	.00	.00	92,366.99	14.2%
57800 FOR CONTINGENCIES	2,545,875	1,950,685	.00	.00	.00	1,950,685.00	.0%
59000 TRANSFERS OUT	77,000	77,000	.00	.00	.00	77,000.00	.0%
59010 INFRASTRUCTURE USE FEE	5,461,104	7,736,098	7,706,794.50	1,738,154.00	.00	29,303.00	99.6%
59200 IT & DATA PROCESSING CHGS	7,491,977	7,563,970	6,304,908.30	631,930.83	.00	1,259,061.70	83.4%
59300 LIABILITY INSURANCE CHGS	5,625,945	5,618,829	4,689,142.30	468,914.27	.00	929,686.70	83.5%
59400 TELEPHONE CHGS HIPC	697,968	697,968	581,639.80	58,163.98	.00	116,328.20	83.3%
59500 FLEET EQUIP MAINT ISF CHG	4,320,786	4,332,083	3,230,709.92	277,307.09	.00	1,101,373.08	74.6%
59700 FACILITY CHG MAINTENANCE	5,502,490	6,017,277	4,585,408.30	458,540.83	.00	1,431,868.97	76.2%
59800 TRANSFERS OUT - CIP	16,939,655	25,441,989	3,152,763.61	-36,633.75	.00	22,289,225.65	12.4%
59810 TRANSFER OUT - CITY MATCH	0	111,332	25,976.26	25,976.26	.00	85,355.69	23.3%

YEAR-TO-DATE BUDGET REPORT
EXPENSES - APRIL 2024

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
59900 TRANSFERS OUT - DEBT	0	4,020,927	1,207,709.46	.00	.00	2,813,217.54	30.0%
59910 TRANSFERS OUT - STORM WTR	0	1,116,778	837,583.50	.00	.00	279,194.50	75.0%
59920 TRANSFERS OUT - SP. DIST.	0	369,386	277,040.50	.00	.00	92,345.50	75.0%
59930 TRANSFERS OUT - TRAFFIC SAFET	0	330,000	165,000.00	.00	.00	165,000.00	50.0%
TOTAL GENERAL FUND	224,989,013	245,579,969	163,353,069.53	17,591,691.91	9,748,667.63	72,478,232.33	70.5%
104 HALF CENT SALES TAX - MEAS O							
50000 SALARIES - REGULAR	925,116	925,116	767,062.37	58,099.27	.00	158,053.63	82.9%
50100 SALARIES - TEMPORARY	281,539	281,539	148,653.86	7,444.05	.00	132,885.14	52.8%
50200 OVERTIME WAGES	4,666	4,666	43,695.60	797.08	.00	-39,029.60	936.5%
51000 CALPERS PENSION NORMAL COST	88,771	88,771	92,425.98	6,250.11	.00	-3,654.98	104.1%
51010 CALPERS PENSION UAL	141,483	141,483	117,902.50	11,790.25	.00	23,580.50	83.3%
51030 RETIREMENT ENHANCEMENT PLAN	22,519	22,519	17,887.12	1,749.31	.00	4,631.88	79.4%
51160 CITY PAID EMPLOYEE BENEFITS	321,740	321,740	266,224.78	21,341.99	.00	55,515.22	82.7%
51300 WORKERS COMPENSATION	57,073	57,073	47,560.70	4,756.07	.00	9,512.30	83.3%
52000 POSTAGE	3,000	31,000	23,154.56	.00	.00	7,845.44	74.7%
52300 UNIFORMS	6,583	6,583	1,350.29	.00	3,849.71	1,383.00	79.0%
52400 MINOR EQUIPMENT	452,512	452,512	199,871.04	25,473.81	200,925.30	51,715.66	88.6%
52600 SUPPLIES CUSTODIAL	26,157	26,157	3,773.33	.00	4,850.00	17,533.67	33.0%
52610 SUPPLIES SAFETY	4,500	4,500	3,162.23	.00	1,337.77	.00	100.0%
52620 SUPPLIES OTHER	20,625	20,625	1,472.85	53.85	.00	19,152.15	7.1%
52900 MISC SUPPLIES	4,900	4,900	834.00	223.71	2,066.00	2,000.00	59.2%
53002 IT MAINT/SUPPORT - ANNUAL	0	0	346,829.61	.00	3,543.12	-350,372.73	100.0%
53200 PROF SERVICES - OTHER	2,341,260	2,948,748	1,350,443.42	206,601.31	700,432.53	897,872.05	69.6%
53210 SERVICES AUDIT	5,400	5,400	5,200.00	.00	.00	200.00	96.3%
53600 HOUSING ASSIST LOAN GRANT	0	1,106,785	.00	.00	1,024,026.70	82,758.00	92.5%
54010 UTILITY EXPENSE-ELECTRIC	13,365	13,365	46,383.50	883.36	.00	-33,018.50	347.1%
54030 UTILITY EXPENSE- WASTEWATER	2,034	2,034	1,973.55	180.96	.00	60.45	97.0%
54040 UTILITY EXPENSE WATER	82,029	82,029	94,713.55	5,593.68	.00	-12,684.55	115.5%
54050 UTIL EXP REFUSE AND DISPOSE	15,067	15,067	12,117.00	427.90	.00	2,950.00	80.4%
54080 TELEPHONE CHGS	2,500	2,500	5,429.81	458.39	.00	-2,929.81	217.2%
55010 BUILDING MAINT & REPAIR	0	5,668	1,646.34	1,646.34	.00	4,021.66	29.0%
55020 EQUIPMENT MAINTENANCE	0	0	645.66	71.74	.00	-645.66	100.0%
56040 CAPEX - MACHINERY/EQUIP	2,000	2,000	11,031.40	.00	.00	-9,031.40	551.6%
57000 RENTALS & LEASES	699	699	.00	.00	1,000.00	-301.00	143.1%
57400 CONTRIBUTION TO OTHER FND	3,838	3,838	.00	.00	.00	3,838.00	.0%
57500 PRINCIPAL PAYMENTS	920,000	920,000	920,000.00	.00	.00	.00	100.0%
57510 INTEREST & PENALTIES EXPENSE	431,494	431,494	206,961.05	.00	.00	224,532.95	48.0%
59200 IT & DATA PROCESSING CHGS	116,988	116,988	97,489.90	9,748.99	.00	19,498.10	83.3%
59300 LIABILITY INSURANCE CHGS	94,877	94,877	79,064.10	7,906.41	.00	15,812.90	83.3%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
59400 TELEPHONE CHGS HIPC	12,649	12,649	10,540.80	1,054.08	.00	2,108.20	83.3%
59500 FLEET EQUIP MAINT ISF CHG	53,751	53,751	35,194.82	5,715.74	.00	18,556.18	65.5%
59600 INDIRECT PRORATED CST CHG	171,250	171,250	142,708.30	14,270.83	.00	28,541.70	83.3%
59800 TRANSFERS OUT - CIP	17,710,717	18,762,180	3,730,995.68	-990,947.25	.00	15,031,183.87	19.9%
59810 TRANSFER OUT - CITY MATCH	0	82,563	.00	.00	.00	82,563.11	.0%
59900 TRANSFERS OUT - DEBT	0	1,905,395	454,142.50	.00	.00	1,451,252.50	23.8%
59940 TRANSFER OUT - MEASURE O	0	1,514,671	1,101,052.50	1,101,052.50	.00	413,618.50	72.7%
TOTAL HALF CENT SALES TAX - MEAS	24,341,102	30,643,134	10,389,594.70	502,644.48	1,942,031.13	18,311,508.53	40.2%
105 STREET MAINTENANCE (IUF) FUND							
59800 TRANSFERS OUT - CIP	0	1,108,904	941,669.56	.00	.00	167,234.93	84.9%
TOTAL STREET MAINTENANCE (IUF) FU	0	1,108,904	941,669.56	.00	.00	167,234.93	84.9%
114 STORM WATER MANAGEMENT FUND							
50000 SALARIES - REGULAR	386,087	386,087	176,190.11	23,104.51	.00	209,896.89	45.6%
50200 OVERTIME WAGES	52,500	52,500	99,441.10	16,473.37	.00	-46,941.10	189.4%
51000 CALPERS PENSION NORMAL COST	41,171	41,171	21,883.95	2,731.46	.00	19,287.05	53.2%
51010 CALPERS PENSION UAL	55,504	55,504	46,253.30	4,625.33	.00	9,250.70	83.3%
51030 RETIREMENT ENHANCEMENT PLAN	13,848	13,848	6,904.64	420.00	.00	6,943.36	49.9%
51160 CITY PAID EMPLOYEE BENEFITS	114,844	114,844	66,703.79	8,594.84	.00	48,140.21	58.1%
51300 WORKERS COMPENSATION	27,058	27,058	22,548.40	2,254.84	.00	4,509.60	83.3%
52100 CHEMICALS	25,000	25,000	.00	.00	.00	25,000.00	.0%
52310 TRAINING-WORKSHOP-MTGS	1,000	1,000	.00	.00	.00	1,000.00	.0%
52400 MINOR EQUIPMENT	40,000	40,000	.00	.00	5,800.00	34,200.00	14.5%
53200 PROF SERVICES - OTHER	740,000	595,000	270,209.22	8,909.72	94,525.13	230,265.65	61.3%
54010 UTILITY EXPENSE-ELECTRIC	1,353	1,353	2,177.20	247.66	.00	-824.20	160.9%
54050 UTIL EXP REFUSE AND DISPOSE	275,000	275,000	187,516.54	27,530.40	.00	87,483.46	68.2%
54090 UNLEADED FUEL	3,279	3,279	10,279.00	.00	.00	-7,000.00	313.5%
55030 VEHICLE MAINTENANCE	0	0	31.75	.00	.00	-31.75	100.0%
56040 CAPEX - MACHINERY/EQUIP	0	70,000	68,966.79	68,966.79	.00	1,033.21	98.5%
57000 RENTALS & LEASES	50,000	125,000	43,524.80	29,194.52	25,279.77	56,195.43	55.0%
57110 TAXES AND FILING FEES	60,000	60,000	53,352.00	.00	.00	6,648.00	88.9%
59200 IT & DATA PROCESSING CHGS	45,895	45,895	38,245.80	3,824.58	.00	7,649.20	83.3%
59300 LIABILITY INSURANCE CHGS	72,929	72,929	60,774.20	6,077.42	.00	12,154.80	83.3%
59500 FLEET EQUIP MAINT ISF CHG	0	0	719.40	19.75	.00	-719.40	100.0%
59600 INDIRECT PRORATED CST CHG	71,606	71,606	59,671.60	5,967.16	.00	11,934.40	83.3%

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TOTAL STORM WATER MANAGEMENT FUND	2,077,074	2,077,074	1,235,393.59	208,942.35	125,604.90	716,075.51	65.5%
119 PUBLIC SAFETY RETIREMENT FUND							
51000 CALPERS PENSION NORMAL COST	7,527,801	7,527,801	5,546,740.35	548,682.86	.00	1,981,060.65	73.7%
51020 CALPERS UAL - PUBLIC SAFETY	9,779,020	9,779,020	8,149,183.30	814,918.33	.00	1,629,836.70	83.3%
53310 COUNTY PROP TAX ADMIN CHG	140,371	140,371	18,371.35	.00	.00	121,999.65	13.1%
TOTAL PUBLIC SAFETY RETIREMENT FU	17,447,192	17,447,192	13,714,295.00	1,363,601.19	.00	3,732,897.00	78.6%
120 MAINT ASSMNT DIST							
50000 SALARIES - REGULAR	1,110,535	1,110,535	774,450.99	88,871.39	.00	336,084.01	69.7%
50100 SALARIES - TEMPORARY	0	0	1,800.00	150.00	.00	-1,800.00	100.0%
50200 OVERTIME WAGES	228,000	223,000	153,831.89	18,659.79	.00	69,168.11	69.0%
51000 CALPERS PENSION NORMAL COST	96,242	96,242	79,992.99	9,240.57	.00	16,249.01	83.1%
51010 CALPERS PENSION UAL	115,688	115,688	96,406.70	9,640.67	.00	19,281.30	83.3%
51160 CITY PAID EMPLOYEE BENEFITS	385,954	385,954	224,531.88	26,101.54	.00	161,422.12	58.2%
51300 WORKERS COMPENSATION	63,589	63,589	52,990.80	5,299.08	.00	10,598.20	83.3%
52000 POSTAGE	5,000	5,000	2,524.50	61.56	.00	2,475.50	50.5%
52200 SUBSCRIPTIONS & PUBLS	7,000	7,000	1,089.50	750.00	5,750.00	160.50	97.7%
52300 UNIFORMS	2,500	2,500	1,774.71	163.89	6,563.94	-5,838.65	333.5%
52310 TRAINING-WORKSHOP-MTGS	12,000	12,000	4,586.62	.00	.00	7,413.38	38.2%
52400 MINOR EQUIPMENT	29,000	19,000	108,324.13	576.29	76,423.45	-165,747.58	972.4%
52600 SUPPLIES CUSTODIAL	39,000	39,000	16,999.28	.00	57,909.08	-35,908.36	192.1%
52610 SUPPLIES SAFETY	5,000	5,000	.00	.00	.00	5,000.00	.0%
52900 MISC SUPPLIES	123,000	123,000	20,147.97	905.69	21,911.00	80,941.03	34.2%
53020 INTERNAL PHOTOCOPING COSTS	5,000	5,000	.00	.00	.00	5,000.00	.0%
53200 PROF SERVICES - OTHER	6,958,185	7,053,626	2,888,031.00	363,896.04	2,013,846.42	2,151,749.07	69.5%
53310 COUNTY PROP TAX ADMIN CHG	15,339	16,839	8,772.88	.00	.00	8,065.87	52.1%
54010 UTILITY EXPENSE-ELECTRIC	224,453	224,453	178,093.00	16,064.90	.00	46,360.00	79.3%
54030 UTILITY EXPENSE- WASTEWATER	2,979	2,979	5,928.77	173.43	.00	-2,949.77	199.0%
54040 UTILITY EXPENSE WATER	1,038,528	1,038,528	621,641.14	32,462.34	.00	416,886.86	59.9%
54050 UTIL EXP REFUSE AND DISPOSE	25,000	25,000	15,234.66	2,135.14	.00	9,765.34	60.9%
54080 TELEPHONE CHGS	12,852	12,852	15,292.45	1,249.18	.00	-2,440.45	119.0%
56040 CAPEX - MACHINERY/EQUIP	0	15,000	11,999.99	.00	.00	3,000.01	80.0%
57000 RENTALS & LEASES	30,000	30,000	7,969.35	1,129.77	22,030.65	.00	100.0%
59000 TRANSFERS OUT	1,699,894	1,699,894	562,279.72	.00	.00	1,137,614.69	33.1%
59200 IT & DATA PROCESSING CHGS	95,660	95,660	79,716.70	7,971.67	.00	15,943.30	83.3%
59300 LIABILITY INSURANCE CHGS	171,393	171,393	142,827.50	14,282.75	.00	28,565.50	83.3%

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59400 TELEPHONE CHGS HIPC	2,237	2,237	1,864.10	186.41	.00	372.90	83.3%
59500 FLEET EQUIP MAINT ISF CHG	59,182	59,182	42,934.10	3,172.31	.00	16,247.90	72.5%
59600 INDIRECT PRORATED CST CHG	558,522	558,522	465,434.90	46,543.49	.00	93,087.10	83.3%
59700 FACILITY CHG MAINTENANCE	21,163	23,143	17,635.80	1,763.58	.00	5,507.11	76.2%
59800 TRANSFERS OUT - CIP	90,270	2,424,658	45,660.15	.00	.00	2,378,998.08	1.9%
TOTAL MAINT ASSMNT DIST	13,233,165	15,666,475	6,650,768.17	651,451.48	2,204,434.54	6,811,272.08	56.5%
181 STATE GAS TAX FUND							
50000 SALARIES - REGULAR	1,495,149	1,403,149	892,566.78	88,843.39	.00	510,582.22	63.6%
50100 SALARIES - TEMPORARY	13,000	13,000	13,535.58	1,222.37	.00	-535.58	104.1%
50200 OVERTIME WAGES	50,000	50,000	74,781.25	8,104.53	.00	-24,781.25	149.6%
50410 WORKERS COMP SALARY CONTINUE	0	0	17,032.21	.00	.00	-17,032.21	100.0%
51000 CALPERS PENSION NORMAL COST	165,132	165,132	88,900.88	8,959.23	.00	76,231.12	53.8%
51010 CALPERS PENSION UAL	239,975	239,975	199,979.10	19,997.91	.00	39,995.90	83.3%
51030 RETIREMENT ENHANCEMENT PLAN	94,304	94,304	55,623.03	5,052.48	.00	38,680.97	59.0%
51160 CITY PAID EMPLOYEE BENEFITS	510,819	510,819	290,925.78	26,265.00	.00	219,893.22	57.0%
51210 RETIREE HEALTH INS PLAN	20,744	20,744	16,279.84	1,641.81	.00	4,464.16	78.5%
51300 WORKERS COMPENSATION	110,805	110,805	92,337.50	9,233.75	.00	18,467.50	83.3%
51400 AUTO ALLOWANCE	420	420	332.58	32.34	.00	87.42	79.2%
52000 POSTAGE	0	0	8.82	.00	.00	-8.82	100.0%
52310 TRAINING-WORKSHOP-MTGS	5,000	5,000	2,982.15	804.43	.00	2,017.85	59.6%
52340 MEMBERSHIPS	600	600	.00	.00	.00	600.00	.0%
52400 MINOR EQUIPMENT	158,360	130,275	70,344.07	6,006.67	58,180.87	1,749.60	98.7%
52900 MISC SUPPLIES	1,473	1,473	.00	.00	.00	1,473.00	.0%
53020 INTERNAL PHOTOCOPING COSTS	1,200	1,200	492.93	.00	.00	707.07	41.1%
53200 PROF SERVICES - OTHER	503,000	503,000	250,788.18	28,268.82	203,762.72	48,449.10	90.4%
54010 UTILITY EXPENSE-ELECTRIC	153,382	245,382	206,956.76	22,427.53	.00	38,425.24	84.3%
54080 TELEPHONE CHGS	10,000	10,000	11,054.31	1,366.79	.00	-1,054.31	110.5%
57000 RENTALS & LEASES	50,000	78,085	19,013.29	356.20	44,875.73	14,196.44	81.8%
57110 TAXES AND FILING FEES	0	0	1,013.00	.00	.00	-1,013.00	100.0%
57500 PRINCIPAL PAYMENTS	770,000	770,000	770,000.00	.00	.00	.00	100.0%
57510 INTEREST & PENALTIES EXPENSE	548,525	548,525	548,525.00	.00	.00	.00	100.0%
59200 IT & DATA PROCESSING CHGS	198,429	198,429	165,357.50	16,535.75	.00	33,071.50	83.3%
59300 LIABILITY INSURANCE CHGS	297,783	297,783	248,798.18	24,879.75	.00	48,984.82	83.6%
59400 TELEPHONE CHGS HIPC	8,871	8,871	7,392.50	739.25	.00	1,478.50	83.3%
59500 FLEET EQUIP MAINT ISF CHG	427,773	427,773	224,851.55	25,002.59	.00	202,921.45	52.6%
59600 INDIRECT PRORATED CST CHG	471,318	471,318	392,765.00	39,276.50	.00	78,553.00	83.3%
59700 FACILITY CHG MAINTENANCE	265,435	290,268	221,195.80	22,119.58	.00	69,072.06	76.2%
59800 TRANSFERS OUT - CIP	0	117,076	10,800.00	.00	.00	106,276.30	9.2%
TOTAL STATE GAS TAX FUND	6,571,497	6,713,406	4,894,633.57	357,136.67	306,819.32	1,511,953.27	77.5%

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182 TRAFFIC SAFETY FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
182 TRAFFIC SAFETY FUND							
50000 SALARIES - REGULAR	243,779	243,779	102,000.14	11,360.41	.00	141,778.86	41.8%
50100 SALARIES - TEMPORARY	211	211	.00	.00	.00	211.00	.0%
51000 CALPERS PENSION NORMAL COST	25,377	25,377	10,448.47	1,182.62	.00	14,928.53	41.2%
51010 CALPERS PENSION UAL	65,299	65,299	54,415.80	5,441.58	.00	10,883.20	83.3%
51030 RETIREMENT ENHANCEMENT PLAN	18,043	18,043	10,402.11	770.21	.00	7,640.89	57.7%
51160 CITY PAID EMPLOYEE BENEFITS	107,578	107,578	46,733.06	4,279.26	.00	60,844.94	43.4%
51300 WORKERS COMPENSATION	26,117	26,117	21,764.20	2,176.42	.00	4,352.80	83.3%
53200 PROF SERVICES - OTHER	0	1,877	.00	.00	.00	1,877.13	.0%
59200 IT & DATA PROCESSING CHGS	53,994	53,994	44,995.00	4,499.50	.00	8,999.00	83.3%
59300 LIABILITY INSURANCE CHGS	14,394	14,394	11,995.00	1,199.50	.00	2,399.00	83.3%
59600 INDIRECT PRORATED CST CHG	75,643	75,643	63,035.80	6,303.58	.00	12,607.20	83.3%
59800 TRANSFERS OUT - CIP	0	85,380	.00	.00	.00	85,380.11	.0%
TOTAL TRAFFIC SAFETY FUND	630,435	717,692	365,789.58	37,213.08	.00	351,902.66	51.0%
185 ROAD MAINT & REHAB ACT FUND							
50000 SALARIES - REGULAR	0	0	1,522.42	.00	.00	-1,522.42	100.0%
53200 PROF SERVICES - OTHER	150,000	300,000	.00	.00	5,059.25	294,940.75	1.7%
59000 TRANSFERS OUT	856,036	2,919,381	399,650.76	59,814.89	.00	2,519,729.93	13.7%
59800 TRANSFERS OUT - CIP	4,000,000	5,927,275	515,704.98	.00	.00	5,411,570.42	8.7%
TOTAL ROAD MAINT & REHAB ACT FUND	5,006,036	9,146,656	916,878.16	59,814.89	5,059.25	8,224,718.68	10.1%
191 ASSET SEIZURE FUND - FED							
52310 TRAINING-WORKSHOP-MTGS	0	74,774	28,416.09	6,055.00	.00	46,357.90	38.0%
52400 MINOR EQUIPMENT	0	26,995	313.88	.00	.00	26,681.07	1.2%
53200 PROF SERVICES - OTHER	0	45,003	.00	.00	.00	45,003.00	.0%
56040 CAPEX - MACHINERY/EQUIP	0	26,102	.00	.00	.00	26,102.00	.0%
TOTAL ASSET SEIZURE FUND - FED	0	172,874	28,729.97	6,055.00	.00	144,143.97	16.6%
192 ASSET SEIZURE FUND - STATE							

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192 ASSET SEIZURE FUND - STATE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
52310 TRAINING-WORKSHOP-MTGS	0	34,457	9,646.18	.00	.00	24,810.85	28.0%
52400 MINOR EQUIPMENT	0	35,363	12,418.90	11,524.60	.00	22,944.48	35.1%
53200 PROF SERVICES - OTHER	0	20,000	20,000.00	.00	.00	.00	100.0%
56040 CAPEX - MACHINERY/EQUIP	0	36,195	54,180.75	.00	.00	-17,985.95	149.7%
TOTAL ASSET SEIZURE FUND - STATE	0	126,015	96,245.83	11,524.60	.00	29,769.38	76.4%
200 FEDERAL GRANTS FUND							
50000 SALARIES - REGULAR	-9,038	1,989,335	710,337.56	82,274.22	.00	1,278,997.16	35.7%
50100 SALARIES - TEMPORARY	42,901	42,901	31,297.50	3,204.50	.00	11,603.50	73.0%
50200 OVERTIME WAGES	0	209,761	159,837.61	37,424.47	.00	49,923.11	76.2%
50220 STATION COVERAGE OT	0	636,203	134,570.27	29,599.86	.00	501,632.29	21.2%
51000 CALPERS PENSION NORMAL COST	6,529	188,506	9,358.99	814.68	.00	179,146.75	5.0%
51010 CALPERS PENSION UAL	10,883	10,883	9,069.20	906.92	.00	1,813.80	83.3%
51030 RETIREMENT ENHANCEMENT PLAN	12,857	12,857	9,734.40	1,037.56	.00	3,122.60	75.7%
51160 CITY PAID EMPLOYEE BENEFITS	19,816	750,433	243,906.39	29,581.31	.00	506,526.59	32.5%
51300 WORKERS COMPENSATION	53,447	113,175	44,539.20	4,453.92	.00	68,635.45	39.4%
51410 UNIFORM ALLOWANCE	1,200	1,200	.00	.00	.00	1,200.00	.0%
52310 TRAINING-WORKSHOP-MTGS	0	131,992	100,396.66	22,434.86	.00	31,595.34	76.1%
52400 MINOR EQUIPMENT	0	293,750	173,560.08	.00	.00	120,189.47	59.1%
52900 MISC SUPPLIES	0	4,000	1,087.37	1,087.37	.00	2,912.63	27.2%
53200 PROF SERVICES - OTHER	0	404,215	70,834.00	.00	8,066.00	325,314.80	19.5%
59300 LIABILITY INSURANCE CHGS	26,385	33,143	21,987.50	2,198.75	.00	11,155.50	66.3%
59800 TRANSFERS OUT - CIP	0	13,680,495	5,301,859.70	.00	.00	8,378,635.10	38.8%
TOTAL FEDERAL GRANTS FUND	164,980	18,502,847	7,022,376.43	215,018.42	8,066.00	11,472,404.09	38.0%
201 CDGB FUND							
50000 SALARIES - REGULAR	292,048	308,212	192,837.78	17,920.81	.00	115,374.47	62.6%
50100 SALARIES - TEMPORARY	144,061	155,680	77,505.00	9,035.50	.00	78,174.93	49.8%
51000 CALPERS PENSION NORMAL COST	33,547	38,815	20,282.50	1,920.41	.00	18,532.35	52.3%
51030 RETIREMENT ENHANCEMENT PLAN	15,123	21,173	3,736.65	.00	.00	17,436.40	17.6%
51160 CITY PAID EMPLOYEE BENEFITS	60,319	76,305	57,282.08	5,117.25	.00	19,023.14	75.1%
52000 POSTAGE	1,460	1,460	305.60	43.04	.00	1,154.40	20.9%
52310 TRAINING-WORKSHOP-MTGS	4,600	13,517	100.91	.00	.00	13,416.12	.7%
52320 MILEAGE REIMBURSEMENTS	200	400	.00	.00	.00	400.00	.0%
52400 MINOR EQUIPMENT	2,250	2,859	.00	.00	.00	2,859.17	.0%
52900 MISC SUPPLIES	7,700	8,300	1,331.07	.00	.00	6,968.93	16.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
53020 INTERNAL PHOTOCOPING COSTS	2,250	2,323	233.48	70.24	.00	2,089.08	10.1%
53200 PROF SERVICES - OTHER	608,460	1,036,395	54,060.26	6,696.00	106,386.47	875,948.34	15.5%
53220 SERVICES LEGAL SERVICES	800	2,770	.00	.00	.00	2,770.00	.0%
53250 ADVERTISING	7,712	8,442	3,455.00	.00	1,545.00	3,442.08	59.2%
53600 HOUSING ASSIST LOAN GRANT	250,000	4,511,079	714,308.63	90,941.45	1,161,940.33	2,634,829.75	41.6%
54020 UTILITY EXPENSE - GAS	0	12,000	.00	.00	.00	12,000.00	.0%
54030 UTILITY EXPENSE- WASTEWATER	0	371	.00	.00	.00	371.00	.0%
54040 UTILITY EXPENSE WATER	0	4,052	.00	.00	.00	4,052.00	.0%
54050 UTIL EXP REFUSE AND DISPOSE	0	11,029	.00	.00	.00	11,029.00	.0%
54080 TELEPHONE CHGS	2,000	3,006	1,039.78	103.26	.00	1,966.21	34.6%
57000 RENTALS & LEASES	0	814,538	.00	.00	.00	814,538.00	.0%
57400 CONTRIBUTION TO OTHER FND	0	49,025	.00	.00	.00	49,025.00	.0%
57410 CONTRIBUTION TO OTHER AGCY	117,000	227,000	23,138.15	23,138.15	93,861.85	110,000.00	51.5%
59300 LIABILITY INSURANCE CHGS	0	1,781	.00	.00	.00	1,781.00	.0%
59800 TRANSFERS OUT - CIP	764,387	1,245,910	28,902.69	.00	.00	1,217,007.61	2.3%
TOTAL CDGB FUND	2,313,917	8,556,442	1,178,519.58	154,986.11	1,363,733.65	6,014,188.98	29.7%
202 HOME FUND							
50000 SALARIES - REGULAR	0	101,680	.00	.00	.00	101,680.00	.0%
51160 CITY PAID EMPLOYEE BENEFITS	0	20,000	.00	.00	.00	20,000.00	.0%
52000 POSTAGE	600	1,659	193.72	5.12	.00	1,465.44	11.7%
52310 TRAINING-WORKSHOP-MTGS	2,100	2,610	550.00	.00	.00	2,060.38	21.1%
52320 MILEAGE REIMBURSEMENTS	120	440	.00	.00	.00	440.00	.0%
52400 MINOR EQUIPMENT	2,250	4,500	.00	.00	.00	4,500.00	.0%
52900 MISC SUPPLIES	1,200	2,700	95.81	.00	404.19	2,200.00	18.5%
53020 INTERNAL PHOTOCOPING COSTS	1,500	3,000	.00	.00	.00	3,000.00	.0%
53200 PROF SERVICES - OTHER	49,116	264,874	5,388.60	100.00	68,623.40	190,862.49	27.9%
53220 SERVICES LEGAL SERVICES	25,000	130,000	2,792.08	2,792.08	7,207.92	120,000.00	7.7%
53250 ADVERTISING	5,000	18,780	.00	.00	3,000.00	15,780.00	16.0%
53600 HOUSING ASSIST LOAN GRANT	666,651	3,252,051	.00	.00	80,000.00	3,172,051.00	2.5%
57800 FOR CONTINGENCIES	115,330	280,250	.00	.00	.00	280,250.00	.0%
TOTAL HOME FUND	868,867	4,082,545	9,020.21	2,897.20	159,235.51	3,914,289.31	4.1%
203 EMERGENCY SHELTER FUND							
50000 SALARIES - REGULAR	11,723	18,257	1,091.94	273.00	.00	17,164.67	6.0%
51000 CALPERS PENSION NORMAL COST	1,312	1,882	113.68	28.42	.00	1,767.91	6.0%

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51160 CITY PAID EMPLOYEE BENEFITS	2,556	3,919	252.44	63.13	.00	3,666.74	6.4%
53200 PROF SERVICES - OTHER	109,000	600,999	472,010.09	524,022.23	123,757.38	5,231.14	99.1%
57410 CONTRIBUTION TO OTHER AGCY	83,292	154,647	41,114.03	.00	72,407.97	41,125.00	73.4%
TOTAL EMERGENCY SHELTER FUND	207,883	779,703	514,582.18	524,386.78	196,165.35	68,955.46	91.2%
204 ARPA							
50000 SALARIES - REGULAR	0	58,200	.00	.00	.00	58,200.00	.0%
50100 SALARIES - TEMPORARY	0	236,970	.00	.00	.00	236,969.68	.0%
51160 CITY PAID EMPLOYEE BENEFITS	0	20,732	.00	.00	.00	20,732.00	.0%
52400 MINOR EQUIPMENT	0	240,615	7,095.41	2,890.03	104,173.24	129,346.42	46.2%
52600 SUPPLIES CUSTODIAL	0	65,000	135.36	.00	13,000.00	51,864.64	20.2%
52610 SUPPLIES SAFETY	0	16,317	.00	.00	.00	16,317.17	.0%
52620 SUPPLIES OTHER	0	4,827	.00	.00	.00	4,827.20	.0%
52900 MISC SUPPLIES	0	149,948	1,124.86	689.06	10,564.20	138,259.03	7.8%
53200 PROF SERVICES - OTHER	0	4,517,951	523,163.24	62,805.21	569,493.14	3,425,294.26	24.2%
53250 ADVERTISING	0	11,954	.00	.00	.00	11,953.76	.0%
53270 CONSTRUCTION SERVICES	0	238,923	.00	.00	.00	238,922.50	.0%
56030 CAPEX - VEHICLES	0	255,106	.00	.00	.00	255,106.02	.0%
57000 RENTALS & LEASES	0	0	135,819.53	.00	35,180.47	-171,000.00	100.0%
57400 CONTRIBUTION TO OTHER FND	0	0	-1,000.00	.00	.00	1,000.00	100.0%
59000 TRANSFERS OUT	0	50,756	.00	.00	.00	50,755.77	.0%
59020 TRANSFER OUT - INTRAFUND	0	600,000	.00	.00	.00	600,000.00	.0%
59800 TRANSFERS OUT - CIP	0	16,435,487	603,861.04	36,633.75	.00	15,831,626.09	3.7%
TOTAL ARPA	0	22,902,785	1,270,199.44	103,018.05	732,411.05	20,900,174.54	8.7%
210 STATE & LOCAL GRANTS FUND							
50000 SALARIES - REGULAR	2,095,520	2,219,158	1,136,663.40	111,941.92	.00	1,082,494.85	51.2%
50100 SALARIES - TEMPORARY	3,791,361	3,782,118	1,144,905.40	106,259.22	.00	2,637,212.59	30.3%
50200 OVERTIME WAGES	0	328,473	233,124.40	-319,045.36	.00	95,348.47	71.0%
50410 WORKERS COMP SALARY CONTINUE	0	0	14,979.19	4,247.83	.00	-14,979.19	100.0%
51000 CALPERS PENSION NORMAL COST	222,710	223,510	132,973.98	12,463.25	.00	90,536.35	59.5%
51010 CALPERS PENSION UAL	403,216	403,216	336,012.70	33,601.27	.00	67,203.30	83.3%
51030 RETIREMENT ENHANCEMENT PLAN	15,070	15,070	7,441.02	59.62	.00	7,628.98	49.4%
51160 CITY PAID EMPLOYEE BENEFITS	823,968	853,658	514,837.33	21,356.75	.00	338,821.04	60.3%
51300 WORKERS COMPENSATION	157,481	191,360	131,234.80	13,123.48	.00	60,124.82	68.6%
52300 UNIFORMS	17,910	29,845	12,280.50	96.51	8,102.30	9,462.20	68.3%

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52310 TRAINING-WORKSHOP-MTGS	22,000	120,192	17,623.01	4,236.68	.00	102,569.10	14.7%
52320 MILEAGE REIMBURSEMENTS	1,230	7,704	.00	.00	.00	7,704.00	.0%
52330 EDUCATION REIMBURSEMENT	0	30,000	1,245.00	.00	.00	28,755.00	4.2%
52340 MEMBERSHIPS	1,000	2,000	590.00	.00	.00	1,410.00	29.5%
52400 MINOR EQUIPMENT	66,160	613,901	189,016.70	5,974.26	149,397.19	275,487.08	55.1%
52510 PUBLIC OUTREACH	0	31,947	.00	.00	.00	31,946.86	.0%
52620 SUPPLIES OTHER	13,200	38,007	7,328.20	161.66	2,100.00	28,578.80	24.8%
52900 MISC SUPPLIES	17,000	66,161	14,450.44	960.18	11,069.06	40,641.69	38.6%
53000 SOFTWARE EXPENSE	0	75,000	4,745.25	.00	75,510.75	-5,256.00	107.0%
53010 SERVICES PRINTING BINDING	8,660	13,227	1,778.43	1,297.73	.00	11,448.57	13.4%
53020 INTERNAL PHOTOCOPING COSTS	0	10,000	430.86	350.00	.00	9,569.14	4.3%
53200 PROF SERVICES - OTHER	55,700	5,527,494	1,330,275.94	391,966.16	2,456,410.92	1,740,806.75	68.5%
53210 SERVICES AUDIT	0	25,000	25,000.00	.00	.00	.00	100.0%
53250 ADVERTISING	0	78,036	4,199.00	.00	.00	73,836.54	5.4%
53600 HOUSING ASSIST LOAN GRANT	0	846,363	.00	.00	.00	846,363.00	.0%
54050 UTIL EXP REFUSE AND DISPOSE	0	5,000	.00	.00	.00	5,000.00	.0%
54080 TELEPHONE CHGS	24,860	32,860	22,292.23	2,104.98	.00	10,567.77	67.8%
56040 CAPEX - MACHINERY/EQUIP	0	119,221	4,362.15	.00	.00	114,859.24	3.7%
57410 CONTRIBUTION TO OTHER AGCY	0	30,801	.00	.00	.00	30,801.00	.0%
58100 GENERAL LIABILITY INSURANCE	1,700	3,400	.00	.00	.00	3,400.00	.0%
59000 TRANSFERS OUT	0	257,747	30,434.18	.00	.00	227,312.82	11.8%
59200 IT & DATA PROCESSING CHGS	9,481	9,481	7,900.80	790.08	.00	1,580.20	83.3%
59300 LIABILITY INSURANCE CHGS	50,512	50,512	42,093.30	4,209.33	.00	8,418.70	83.3%
59600 INDIRECT PRORATED CST CHG	0	3,592	.00	.00	.00	3,592.00	.0%
59800 TRANSFERS OUT - CIP	0	42,839,496	2,824,040.48	.00	.00	40,015,455.58	6.6%
TOTAL STATE & LOCAL GRANTS FUND	7,798,739	58,883,550	8,192,258.69	396,155.55	2,702,590.22	47,988,701.25	18.5%
212 TRANSPORT DEV ACT (TDA) FUND							
50000 SALARIES - REGULAR	73,410	73,410	15,968.35	1,621.66	.00	57,441.65	21.8%
50100 SALARIES - TEMPORARY	0	0	729.00	729.00	.00	-729.00	100.0%
51000 CALPERS PENSION NORMAL COST	7,642	7,642	1,663.24	168.89	.00	5,978.76	21.8%
51010 CALPERS PENSION UAL	6,530	6,530	5,441.70	544.17	.00	1,088.30	83.3%
51030 RETIREMENT ENHANCEMENT PLAN	0	0	162.38	.00	.00	-162.38	100.0%
51160 CITY PAID EMPLOYEE BENEFITS	26,044	26,044	2,599.73	287.59	.00	23,444.27	10.0%
51300 WORKERS COMPENSATION	5,213	5,213	4,344.20	434.42	.00	868.80	83.3%
52620 SUPPLIES OTHER	5,000	5,000	1,943.61	1,796.59	.00	3,056.39	38.9%
53200 PROF SERVICES - OTHER	778,000	778,000	456,967.24	2,797.05	232,387.92	88,644.84	88.6%
54010 UTILITY EXPENSE-ELECTRIC	28,000	28,000	37,090.53	3,575.62	.00	-9,090.53	132.5%
54030 UTILITY EXPENSE- WASTEWATER	7,500	7,500	1,871.10	87.57	.00	5,628.90	24.9%
54040 UTILITY EXPENSE WATER	24,260	24,260	6,093.72	344.36	.00	18,166.28	25.1%

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54050 UTIL EXP REFUSE AND DISPOSE	7,850	7,850	6,290.40	627.84	.00	1,559.60	80.1%
54080 TELEPHONE CHGS	1,100	1,100	1,822.86	368.56	.00	-722.86	165.7%
55010 BUILDING MAINT & REPAIR	0	8,050	.00	.00	.00	8,050.00	.0%
59000 TRANSFERS OUT	5,000	46,792	20,254.19	.00	.00	26,538.15	43.3%
59200 IT & DATA PROCESSING CHGS	5,399	5,399	4,499.20	449.92	.00	899.80	83.3%
59300 LIABILITY INSURANCE CHGS	14,049	14,049	11,707.50	1,170.75	.00	2,341.50	83.3%
59400 TELEPHONE CHGS HIPC	6,656	6,656	5,546.70	554.67	.00	1,109.30	83.3%
59600 INDIRECT PRORATED CST CHG	46,892	46,892	39,076.70	3,907.67	.00	7,815.30	83.3%
59800 TRANSFERS OUT - CIP	0	1,863,396	193,166.96	.00	.00	1,670,229.03	10.4%
TOTAL TRANSPORT DEV ACT (TDA) FUN	1,048,545	2,961,783	817,239.31	19,466.33	232,387.92	1,912,156.10	35.4%
220 STATE HOUSING (LHTFP) GRANT							
50000 SALARIES - REGULAR	0	34,714	-2,569.01	.00	.00	37,282.88	-7.4%
53200 PROF SERVICES - OTHER	0	1,659,180	1,328,297.00	.00	27,000.00	303,883.22	81.7%
53600 HOUSING ASSIST LOAN GRANT	0	1,140,112	.00	.00	885,095.00	255,016.80	77.6%
TOTAL STATE HOUSING (LHTFP) GRANT	0	2,834,006	1,325,727.99	.00	912,095.00	596,182.90	79.0%
301 CAPITAL OUTLAY FUND							
50000 SALARIES - REGULAR	250,000	510,624	44,510.84	-56,945.29	.00	466,113.55	8.7%
50200 OVERTIME WAGES	0	650,996	384,569.27	384,569.27	.00	266,426.63	59.1%
51000 CALPERS PENSION NORMAL COST	0	16,061	10,923.70	367.06	.00	5,137.29	68.0%
51010 CALPERS PENSION UAL	0	17,914	.00	.00	.00	17,914.00	.0%
51030 RETIREMENT ENHANCEMENT PLAN	0	458	.00	.00	.00	458.00	.0%
51160 CITY PAID EMPLOYEE BENEFITS	0	69,702	39,844.69	18,788.58	.00	29,857.68	57.2%
51300 WORKERS COMPENSATION	0	64,859	.00	.00	.00	64,859.14	.0%
52310 TRAINING-WORKSHOP-MTGS	0	68,947	9,491.25	38.27	.00	59,455.91	13.8%
52400 MINOR EQUIPMENT	0	428,655	74,843.76	-90,208.98	191,889.89	161,920.88	62.2%
52600 SUPPLIES CUSTODIAL	0	30,000	281.45	281.45	17,718.55	12,000.00	60.0%
52900 MISC SUPPLIES	0	50,000	355.58	.00	5,500.00	44,144.42	11.7%
53000 SOFTWARE EXPENSE	283,021	290,978	158,690.86	.00	.01	132,287.13	54.5%
53200 PROF SERVICES - OTHER	4,916,333	28,500,222	6,008,954.95	-1,387,715.24	8,269,371.48	14,221,895.21	50.1%
53220 SERVICES LEGAL SERVICES	0	6,032	.00	.00	.00	6,032.00	.0%
53250 ADVERTISING	0	92,500	53,976.00	.00	12,992.00	25,532.00	72.4%
53270 CONSTRUCTION SERVICES	25,175,952	70,719,039	12,496,606.32	2,182,046.40	13,891,104.91	44,331,327.88	37.3%
55010 BUILDING MAINT & REPAIR	0	348,322	.00	.00	.00	348,322.43	.0%
55020 EQUIPMENT MAINTENANCE	0	95,575	.00	.00	.00	95,575.00	.0%

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56000 CAPEX - LAND EASEMENTS	0	18,649	83,285.00	.00	.00	-64,636.00	446.6%
56010 CAPEX - BUILDINGS	0	6,671,025	1,174,421.59	634,147.68	158,389.48	5,338,213.50	20.0%
56020 CAPEX - IMPRV OTH. THN BLDGS	764,387	13,230,567	46,618.95	350.00	136,336.05	13,047,612.43	1.4%
56030 CAPEX - VEHICLES	0	667,614	.00	.00	.00	667,613.76	.0%
56040 CAPEX - MACHINERY/EQUIP	1,365,139	11,745,928	4,091,439.62	1,812,392.77	1,369,123.87	6,285,364.80	46.5%
56050 CAPEX - INFRASTRUCTURE	0	3,521,570	.00	.00	.00	3,521,570.28	.0%
56888 LIFE TO DATE COSTS (END FY22)	0	0	.00	20,492.22	.00	.00	.0%
57000 RENTALS & LEASES	0	0	68,944.42	.00	55.58	-69,000.00	100.0%
57800 FOR CONTINGENCIES	0	5,240,774	.00	.00	.00	5,240,774.00	.0%
59000 TRANSFERS OUT	0	6,248,495	1,299,303.54	145,765.22	.00	4,949,191.69	20.8%
59300 LIABILITY INSURANCE CHGS	15,507	39,107	.00	.00	.00	39,107.00	.0%
TOTAL CAPITAL OUTLAY FUND	32,770,339	149,344,614	26,047,061.79	3,664,369.41	24,052,481.82	99,245,070.61	33.5%
311 PEG FEES FUND							
59800 TRANSFERS OUT - CIP	0	439,207	75,726.80	.00	.00	363,480.44	17.2%
TOTAL PEG FEES FUND	0	439,207	75,726.80	.00	.00	363,480.44	17.2%
313 2022 LEASE PURCH EQUIP FUND							
59800 TRANSFERS OUT - CIP	0	1,680,723	.00	.00	.00	1,680,722.58	.0%
TOTAL 2022 LEASE PURCH EQUIP FUND	0	1,680,723	.00	.00	.00	1,680,722.58	.0%
314 2014 LEASE REV BOND FUND							
59600 INDIRECT PRORATED CST CHG	923	923	769.20	76.92	.00	153.80	83.3%
59800 TRANSFERS OUT - CIP	0	972,783	8,773.59	.00	.00	964,009.74	.9%
TOTAL 2014 LEASE REV BOND FUND	923	973,706	9,542.79	76.92	.00	964,163.54	1.0%
315 2006 TAB HERO/SW/ORMOND FUND							
59800 TRANSFERS OUT - CIP	0	2,554,345	1,456,138.82	.00	.00	1,098,206.13	57.0%

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315 2006 TAB HERO/SW/ORMOND FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL 2006 TAB HERO/SW/ORMOND FUN	0	2,554,345	1,456,138.82	.00	.00	1,098,206.13	57.0%
320 LOST PUBLIC SECTOR REV FUND							
50000 SALARIES - REGULAR	0	83,686	707.47	.00	.00	82,978.14	.8%
50500 MISC PAYROLL EXPENSE	0	300	.00	.00	.00	300.00	.0%
51000 CALPERS PENSION NORMAL COST	0	5,899	75.10	.00	.00	5,824.36	1.3%
51160 CITY PAID EMPLOYEE BENEFITS	0	21,424	126.13	.00	.00	21,297.55	.6%
53200 PROF SERVICES - OTHER	0	5,797,968	143,870.23	21,584.40	165,947.07	5,488,150.89	5.3%
53270 CONSTRUCTION SERVICES	0	3,607,479	.00	.00	.00	3,607,478.96	.0%
56010 CAPEX - BUILDINGS	0	1,900,000	.00	.00	.00	1,900,000.00	.0%
56040 CAPEX - MACHINERY/EQUIP	0	1,195,000	110,888.75	.00	589,206.01	494,905.24	58.6%
57400 CONTRIBUTION TO OTHER FND	0	100,000	2,000,000.00	.00	.00	-1,900,000.00	2000.0%
59000 TRANSFERS OUT	0	303,290	2,618.41	.00	.00	300,671.74	.9%
59800 TRANSFERS OUT - CIP	0	15,042,844	3,357,367.14	.00	.00	11,685,476.97	22.3%
TOTAL LOST PUBLIC SECTOR REV FUND	0	28,057,890	5,615,653.23	21,584.40	755,153.08	21,687,083.85	22.7%
350 DEVELOPMENT IMPACT FEES FUND							
53200 PROF SERVICES - OTHER	0	8,713	8,410.75	.00	.00	302.00	96.5%
53700 DEVELOPER REIMBURSEMENTS	11,420,000	11,420,000	.00	.00	.00	11,420,000.00	.0%
59020 TRANSFER OUT - INTRAFUND	0	2,503,555	.00	.00	.00	2,503,555.00	.0%
59600 INDIRECT PRORATED CST CHG	51,770	51,770	35,712.96	3,385.58	.00	16,057.04	69.0%
59800 TRANSFERS OUT - CIP	3,370,604	15,767,660	1,138,278.25	.00	.00	14,629,382.16	7.2%
59900 TRANSFERS OUT - DEBT	0	544,652	111,022.63	.00	.00	433,629.37	20.4%
TOTAL DEVELOPMENT IMPACT FEES FUN	14,842,374	30,296,350	1,293,424.59	3,385.58	.00	29,002,925.57	4.3%
360 OTH. DEVPT FEES FUND							
50000 SALARIES - REGULAR	698,255	653,255	388,231.16	47,666.52	.00	265,023.84	59.4%
50100 SALARIES - TEMPORARY	14,343	14,343	17,517.51	3,592.88	.00	-3,174.51	122.1%
50200 OVERTIME WAGES	5,627	5,627	2,101.93	.00	.00	3,525.07	37.4%
51000 CALPERS PENSION NORMAL COST	94,039	94,039	50,969.45	6,285.34	.00	43,069.55	54.2%
51010 CALPERS PENSION UAL	13,604	13,604	11,336.60	1,133.66	.00	2,267.40	83.3%
51160 CITY PAID EMPLOYEE BENEFITS	174,237	153,095	82,203.02	9,966.29	.00	70,891.98	53.7%
51300 WORKERS COMPENSATION	38,393	38,393	31,994.20	3,199.42	.00	6,398.80	83.3%

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51410 UNIFORM ALLOWANCE	800	800	1,600.00	.00	.00	-800.00	200.0%
52000 POSTAGE	2,600	2,600	1,001.37	81.57	.00	1,598.63	38.5%
52200 SUBSCRIPTIONS & PUBLS	1,500	1,500	908.52	.00	.00	591.48	60.6%
52300 UNIFORMS	2,100	2,100	3,428.41	.00	999.97	-2,328.38	210.9%
52310 TRAINING-WORKSHOP-MTGS	11,935	11,935	7,977.47	96.00	.00	3,957.53	66.8%
52320 MILEAGE REIMBURSEMENTS	500	500	.00	.00	.00	500.00	.0%
52340 MEMBERSHIPS	975	975	40.06	40.06	.00	934.94	4.1%
52400 MINOR EQUIPMENT	8,850	8,850	2,824.99	.00	.00	6,025.01	31.9%
52610 SUPPLIES SAFETY	2,810	2,810	262.49	.00	.00	2,547.51	9.3%
52900 MISC SUPPLIES	6,375	6,375	5,545.30	232.99	5,260.27	-4,430.57	169.5%
53010 SERVICES PRINTING BINDING	1,750	1,750	.00	.00	500.00	1,250.00	28.6%
53020 INTERNAL PHOTOCOPING COSTS	3,500	3,500	1,578.79	.00	1,504.37	416.84	88.1%
53110 SERVICES MEDICAL	5,500	5,500	.00	.00	.00	5,500.00	.0%
53200 PROF SERVICES - OTHER	103,500	206,353	59,210.76	4,503.94	47,518.84	99,623.04	51.7%
53220 SERVICES LEGAL SERVICES	100,000	99,700	9,211.50	3,982.50	9,349.54	81,138.96	18.6%
53250 ADVERTISING	2,500	2,500	395.00	.00	2,105.00	.00	100.0%
53600 HOUSING ASSIST LOAN GRANT	100,000	1,450,000	.00	.00	1,250,000.00	200,000.00	86.2%
54080 TELEPHONE CHGS	5,000	5,300	4,318.59	569.72	.00	981.41	81.5%
55030 VEHICLE MAINTENANCE	700	700	.00	.00	.00	700.00	.0%
56040 CAPEX - MACHINERY/EQUIP	0	60,000	.00	.00	.00	60,000.00	.0%
57300 LEASE PMT CAP GROWTH FEES	23,366	23,366	4,762.87	.00	.00	18,603.13	20.4%
59000 TRANSFERS OUT	18,858	0	.00	.00	.00	.00	.0%
59200 IT & DATA PROCESSING CHGS	49,945	49,945	41,620.80	4,162.08	.00	8,324.20	83.3%
59300 LIABILITY INSURANCE CHGS	42,169	42,169	35,140.90	3,514.09	.00	7,028.10	83.3%
59400 TELEPHONE CHGS HIPC	2,237	2,237	1,864.20	186.42	.00	372.80	83.3%
59500 FLEET EQUIP MAINT ISF CHG	17,120	17,120	9,419.32	1,210.21	.00	7,700.68	55.0%
59600 INDIRECT PRORATED CST CHG	84,931	84,931	70,775.80	7,077.58	.00	14,155.20	83.3%
59700 FACILITY CHG MAINTENANCE	13,666	14,945	11,388.30	1,138.83	.00	3,556.23	76.2%
59800 TRANSFERS OUT - CIP	0	2,068,478	1,300.93	.00	.00	2,067,177.45	.1%
TOTAL OTH. DEVPT FEES FUND	1,651,685	5,149,295	858,930.24	98,640.10	1,317,237.99	2,973,126.32	42.3%
420 HOUSING SUC AGCY FUND							
50000 SALARIES - REGULAR	6,738	6,738	3,243.88	501.68	.00	3,494.12	48.1%
51000 CALPERS PENSION NORMAL COST	701	701	334.79	52.20	.00	366.21	47.8%
51010 CALPERS PENSION UAL	1,088	1,088	906.70	90.67	.00	181.30	83.3%
51160 CITY PAID EMPLOYEE BENEFITS	2,372	2,372	678.77	113.82	.00	1,693.23	28.6%
51300 WORKERS COMPENSATION	386	386	321.70	32.17	.00	64.30	83.3%
52320 MILEAGE REIMBURSEMENTS	1,500	1,500	.00	.00	.00	1,500.00	.0%
52400 MINOR EQUIPMENT	300	300	.00	.00	.00	300.00	.0%
52900 MISC SUPPLIES	1,000	1,000	.00	.00	500.00	500.00	50.0%

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53020 INTERNAL PHOTOCOPING COSTS	1,000	1,000	.00	.00	.00	1,000.00	.0%
53200 PROF SERVICES - OTHER	57,675	205,490	9,411.78	.00	45,053.22	151,025.00	26.5%
53220 SERVICES LEGAL SERVICES	30,000	30,000	.00	.00	.00	30,000.00	.0%
53600 HOUSING ASSIST LOAN GRANT	25,000	1,525,000	.00	.00	1,500,000.00	25,000.00	98.4%
59300 LIABILITY INSURANCE CHGS	500	500	416.70	41.67	.00	83.30	83.3%
TOTAL HOUSING SUC AGCY FUND	128,260	1,776,075	15,314.32	832.21	1,545,553.22	215,207.46	87.9%
429 CDC SUCCESSOR AGENCY FUND							
50000 SALARIES - REGULAR	0	59,200	.00	.00	.00	59,200.00	.0%
52900 MISC SUPPLIES	0	25,000	.00	.00	.00	25,000.00	.0%
53200 PROF SERVICES - OTHER	9,000	24,000	24,822.98	362.56	53,780.68	-54,603.66	327.5%
53210 SERVICES AUDIT	0	10,000	.00	.00	.00	10,000.00	.0%
53220 SERVICES LEGAL SERVICES	0	25,000	36,400.00	8,925.00	23,600.00	-35,000.00	240.0%
53700 DEVELOPER REIMBURSEMENTS	0	2,157,329	2,031,951.00	.00	.00	125,378.00	94.2%
54030 UTILITY EXPENSE- WASTEWATER	0	25,000	1,934.67	240.20	.00	23,065.33	7.7%
54040 UTILITY EXPENSE WATER	0	25,000	2,933.68	357.43	.00	22,066.32	11.7%
55020 EQUIPMENT MAINTENANCE	0	25,000	.00	.00	.00	25,000.00	.0%
57500 PRINCIPAL PAYMENTS	0	3,822,800	3,514,700.00	151,900.00	.00	308,100.00	91.9%
57510 INTEREST & PENALTIES EXPENSE	0	1,205,883	1,205,881.50	.00	.00	1.50	100.0%
59500 FLEET EQUIP MAINT ISF CHG	3,480	3,480	279.54	.00	.00	3,200.46	8.0%
59800 TRANSFERS OUT - CIP	0	199,000	.00	.00	.00	199,000.00	.0%
TOTAL CDC SUCCESSOR AGENCY FUND	12,480	7,606,692	6,818,903.37	161,785.19	77,380.68	710,407.95	90.7%
481 DOWNTOWN IMPROVEMENT DISTRICT							
53200 PROF SERVICES - OTHER	85,716	168,400	6,255.75	.00	.00	162,143.87	3.7%
59800 TRANSFERS OUT - CIP	0	48,934	.00	.00	.00	48,934.00	.0%
TOTAL DOWNTOWN IMPROVEMENT DISTRI	85,716	217,334	6,255.75	.00	.00	211,077.87	2.9%
500 BOND ASSESSMENT DISTRICTS							
52000 POSTAGE	1,500	1,500	.00	.00	.00	1,500.00	.0%
52400 MINOR EQUIPMENT	1,500	1,500	.00	.00	.00	1,500.00	.0%
52900 MISC SUPPLIES	1,500	1,500	.00	.00	.00	1,500.00	.0%

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53200 PROF SERVICES - OTHER	56,000	56,000	48,261.48	6,125.12	7,564.56	173.96	99.7%
53210 SERVICES AUDIT	500	500	.00	.00	.00	500.00	.0%
53250 ADVERTISING	1,500	1,500	.00	.00	.00	1,500.00	.0%
53310 COUNTY PROP TAX ADMIN CHG	9,492	11,141	10,152.15	.00	.00	988.85	91.1%
57500 PRINCIPAL PAYMENTS	2,375,000	2,375,000	2,375,000.00	.00	.00	.00	100.0%
57510 INTEREST & PENALTIES EXPENSE	1,663,422	1,663,422	1,661,685.73	.00	.00	1,736.27	99.9%
59000 TRANSFERS OUT	51,216	51,216	1,250.15	.00	.00	49,965.85	2.4%
59600 INDIRECT PRORATED CST CHG	20,459	20,459	17,049.30	1,704.93	.00	3,409.70	83.3%
60500 DEBT OFFSET	0	0	-2,375,000.00	.00	.00	2,375,000.00	100.0%
TOTAL BOND ASSESSMENT DISTRICTS	4,182,089	4,183,738	1,738,398.81	7,830.05	7,564.56	2,437,774.63	41.7%
541 DEVELOPER/OTHER DEPOSITS FUND							
52310 TRAINING-WORKSHOP-MTGS	0	15,705	5,950.17	500.00	6,576.85	3,177.64	79.8%
53200 PROF SERVICES - OTHER	0	6,475,049	258,666.87	13,787.02	189,619.56	6,026,762.18	6.9%
59800 TRANSFERS OUT - CIP	300,000	300,000	.00	.00	.00	300,000.00	.0%
TOTAL DEVELOPER/OTHER DEPOSITS FU	300,000	6,790,753	264,617.04	14,287.02	196,196.41	6,329,939.82	6.8%
542 PAYROLL CLEARING FUND							
50000 SALARIES - REGULAR	0	0	-10.97	.00	.00	10.97	100.0%
50400 VAC SICK COMP BUYBACK	3,488,707	3,488,707	2,272,836.08	24,046.14	.00	1,215,870.92	65.1%
51160 CITY PAID EMPLOYEE BENEFITS	0	0	-138,600.01	348.67	.00	138,600.01	100.0%
53200 PROF SERVICES - OTHER	0	0	21,150.73	.00	.00	-21,150.73	100.0%
53500 BANK CHARGES	0	0	-14,906.01	.00	.00	14,906.01	100.0%
TOTAL PAYROLL CLEARING FUND	3,488,707	3,488,707	2,140,469.82	24,394.81	.00	1,348,237.18	61.4%
545 HOUSING AUTHORITY PAYROLL FUND							
50000 SALARIES - REGULAR	3,620,996	3,620,996	2,597,897.73	265,807.63	.00	1,023,098.27	71.7%
50100 SALARIES - TEMPORARY	0	0	22,035.12	6,500.51	.00	-22,035.12	100.0%
50200 OVERTIME WAGES	0	0	61,038.87	6,044.78	.00	-61,038.87	100.0%
50410 WORKERS COMP SALARY CONTINUE	0	0	873.13	104.07	.00	-873.13	100.0%
51000 CALPERS PENSION NORMAL COST	376,941	376,941	270,503.47	27,560.79	.00	106,437.53	71.8%
51010 CALPERS PENSION UAL	515,862	515,862	.00	.00	.00	515,862.00	.0%

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51030 RETIREMENT ENHANCEMENT PLAN	267,707	267,707	211,294.33	21,072.27	.00	56,412.67	78.9%
51040 EARLY RETIREMENT INCENTIVE	3,516	3,516	3,516.10	.00	.00	-.10	100.0%
51160 CITY PAID EMPLOYEE BENEFITS	1,202,893	1,202,893	863,287.99	86,166.06	.00	339,605.01	71.8%
51210 RETIREE HEALTH INS PLAN	36,443	36,443	28,599.73	2,884.26	.00	7,843.27	78.5%
51400 AUTO ALLOWANCE	2,520	2,520	1,982.18	193.86	.00	537.82	78.7%
TOTAL HOUSING AUTHORITY PAYROLL F	6,026,878	6,026,878	4,061,028.65	416,334.23	.00	1,965,849.35	67.4%
561 OXNARD DOWNTOWN MGT DIST FUND							
53310 COUNTY PROP TAX ADMIN CHG	0	0	460.65	.00	.00	-460.65	100.0%
57410 CONTRIBUTION TO OTHER AGCY	0	0	183,800.60	.00	.00	-183,800.60	100.0%
TOTAL OXNARD DOWNTOWN MGT DIST FU	0	0	184,261.25	.00	.00	-184,261.25	100.0%
571 CONTRIBUTIONS TRUST FUND							
51160 CITY PAID EMPLOYEE BENEFITS	0	130	.00	.00	.00	129.79	.0%
52300 UNIFORMS	0	0	1,278.23	.00	.00	-1,278.23	100.0%
52310 TRAINING-WORKSHOP-MTGS	0	246,489	7,142.70	699.00	.00	239,345.92	2.9%
52400 MINOR EQUIPMENT	0	97,044	.00	.00	.00	97,043.55	.0%
52620 SUPPLIES OTHER	0	65,478	16,565.43	1,994.56	1,548.07	47,364.56	27.7%
53020 INTERNAL PHOTOCOPING COSTS	0	1,534	.00	.00	.00	1,534.43	.0%
53200 PROF SERVICES - OTHER	0	781,799	4,458.60	1,094.40	.00	777,340.41	.6%
55010 BUILDING MAINT & REPAIR	0	1,650,000	.00	.00	.00	1,650,000.00	.0%
56040 CAPEX - MACHINERY/EQUIP	0	1,732	.00	.00	.00	1,731.72	.0%
59800 TRANSFERS OUT - CIP	0	1,680	.00	.00	.00	1,680.00	.0%
TOTAL CONTRIBUTIONS TRUST FUND	0	2,845,885	29,444.96	3,787.96	1,548.07	2,814,892.15	1.1%
601 WATER OPERATING FUND							
50000 SALARIES - REGULAR	6,096,709	6,096,709	4,223,194.52	417,461.16	.00	1,873,514.48	69.3%
50100 SALARIES - TEMPORARY	110,000	110,000	16,313.92	3,539.25	.00	93,686.08	14.8%
50200 OVERTIME WAGES	350,000	350,000	460,771.30	44,740.30	.00	-110,771.30	131.6%
50410 WORKERS COMP SALARY CONTINUE	0	0	1,076.02	.00	.00	-1,076.02	100.0%
51000 CALPERS PENSION NORMAL COST	645,399	645,399	428,922.54	42,478.03	.00	216,476.46	66.5%
51010 CALPERS PENSION UAL	837,573	837,573	697,977.50	69,797.75	.00	139,595.50	83.3%

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51030 RETIREMENT ENHANCEMENT PLAN	256,508	256,508	186,582.69	18,488.05	.00	69,925.31	72.7%
51040 EARLY RETIREMENT INCENTIVE	3,182	3,182	3,182.11	.00	.00	-.11	100.0%
51160 CITY PAID EMPLOYEE BENEFITS	1,891,213	1,891,213	1,270,904.97	125,461.75	.00	620,308.03	67.2%
51210 RETIREE HEALTH INS PLAN	30,836	30,836	24,199.76	2,440.53	.00	6,636.24	78.5%
51300 WORKERS COMPENSATION	333,192	333,192	277,660.00	27,766.00	.00	55,532.00	83.3%
51400 AUTO ALLOWANCE	1,050	1,050	831.66	80.78	.00	218.34	79.2%
51420 TOOL AND EQUIPMENT ALLOWANCE	950	950	950.00	.00	.00	.00	100.0%
52000 POSTAGE	6,000	6,000	4,775.21	390.16	.00	1,224.79	79.6%
52100 CHEMICALS	850,000	850,000	407,818.77	78,875.46	443,491.85	-1,310.62	100.2%
52110 REPAIR PARTS	470,000	470,000	74,262.92	3,524.79	205,906.21	189,830.87	59.6%
52200 SUBSCRIPTIONS & PUBLS	20,000	20,000	254.52	.00	.00	19,745.48	1.3%
52300 UNIFORMS	40,000	40,000	18,338.79	1,611.98	16,358.18	5,303.03	86.7%
52310 TRAINING-WORKSHOP-MTGS	95,000	95,000	70,072.95	3,943.62	14,885.00	10,042.05	89.4%
52330 EDUCATION REIMBURSEMENT	5,000	5,000	.00	.00	.00	5,000.00	.0%
52340 MEMBERSHIPS	50,000	50,000	30,309.35	.00	.00	19,690.65	60.6%
52350 OTHER EXPENSE REIMB	75,000	75,000	171,045.00	20,300.00	.00	-96,045.00	228.1%
52400 MINOR EQUIPMENT	1,250,000	1,428,792	941,700.50	144,979.37	265,571.78	221,519.72	84.5%
52510 PUBLIC OUTREACH	200,000	200,000	41,554.37	3,455.50	-14,416.84	172,862.47	13.6%
52610 SUPPLIES SAFETY	105,000	105,000	15,292.99	957.68	7,212.36	82,494.65	21.4%
52900 MISC SUPPLIES	27,000	127,000	148,752.13	10,007.97	211,047.57	-232,799.70	283.3%
53000 SOFTWARE EXPENSE	0	0	19.95	.00	.00	-19.95	100.0%
53010 SERVICES PRINTING BINDING	120,000	120,000	38,464.89	125.00	26,973.01	54,562.10	54.5%
53020 INTERNAL PHOTOCOPING COSTS	11,000	11,000	6,666.09	.00	.00	4,333.91	60.6%
53200 PROF SERVICES - OTHER	3,362,000	3,585,668	1,703,323.23	127,433.39	1,436,289.90	446,054.87	87.6%
53210 SERVICES AUDIT	5,000	5,000	.00	.00	.00	5,000.00	.0%
53220 SERVICES LEGAL SERVICES	800,000	800,000	410,305.57	119,737.10	361,265.72	28,428.71	96.4%
53250 ADVERTISING	30,000	30,000	7,459.00	.00	.00	22,541.00	24.9%
53260 LEGAL ADVOCACY	22,000	22,000	13,984.96	1,740.00	6,286.00	1,729.04	92.1%
53400 PROFESSIONAL SERVICES - HR	5,000	5,000	2,542.90	.00	.00	2,457.10	50.9%
53420 TEST MONITOR COMPLIANCE	70,000	70,000	80,852.24	5,681.32	69,248.96	-80,101.20	214.4%
54010 UTILITY EXPENSE-ELECTRIC	1,200,000	1,200,000	1,006,431.61	27,667.23	.00	193,568.39	83.9%
54020 UTILITY EXPENSE - GAS	5,000	5,000	1,033.47	70.86	.00	3,966.53	20.7%
54030 UTILITY EXPENSE- WASTEWATER	794,500	794,500	527,537.69	44,237.43	.00	266,962.31	66.4%
54040 UTILITY EXPENSE WATER	78,750	78,750	49,754.64	5,425.51	.00	28,995.36	63.2%
54050 UTIL EXP REFUSE AND DISPOSE	19,000	19,000	7,947.50	.00	.00	11,052.50	41.8%
54080 TELEPHONE CHGS	35,000	35,000	40,709.67	3,282.59	.00	-5,709.67	116.3%
54100 WATER PURCHASES	27,000,000	27,000,000	16,267,583.60	1,314,166.11	.00	10,732,416.40	60.3%
55010 BUILDING MAINT & REPAIR	225,000	225,000	.00	.00	.00	225,000.00	.0%
55020 EQUIPMENT MAINTENANCE	0	0	67.94	.00	.00	-67.94	100.0%
56040 CAPEX - MACHINERY/EQUIP	910,000	680,000	191,508.23	15,295.00	.00	488,491.77	28.2%
57000 RENTALS & LEASES	285,000	285,000	331,045.36	25,095.07	320,674.37	-366,719.73	228.7%
57110 TAXES AND FILING FEES	200,000	200,000	150,991.43	.00	.00	49,008.57	75.5%
57200 BAD DEBT EXPENSE	75,000	75,000	-2,760.49	-134.85	.00	77,760.49	-3.7%
57500 PRINCIPAL PAYMENTS	5,579,504	5,579,504	1,745,000.00	1,745,000.00	.00	3,834,504.00	31.3%

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57510 INTEREST & PENALTIES EXPENSE	8,820,352	8,820,352	4,993,551.27	1,282,256.25	.00	3,826,800.73	56.6%
59000 TRANSFERS OUT	32,000	32,000	1,000.00	.00	.00	31,000.00	3.1%
59100 CUSTOMER BILLING CHARGES	1,520,974	1,520,974	1,267,478.30	126,747.83	.00	253,495.70	83.3%
59200 IT & DATA PROCESSING CHGS	692,569	692,569	577,140.70	57,714.07	.00	115,428.30	83.3%
59300 LIABILITY INSURANCE CHGS	363,158	363,158	304,247.14	30,424.75	.00	58,910.86	83.8%
59400 TELEPHONE CHGS HIPC	64,739	64,739	53,949.10	5,394.91	.00	10,789.90	83.3%
59500 FLEET EQUIP MAINT ISF CHG	452,128	452,128	266,887.16	20,715.16	.00	185,240.84	59.0%
59600 INDIRECT PRORATED CST CHG	1,274,976	1,274,976	1,062,479.90	106,247.99	.00	212,496.10	83.3%
59700 FACILITY CHG MAINTENANCE	185,626	202,992	154,688.30	15,468.83	.00	48,304.00	76.2%
59800 TRANSFERS OUT - CIP	27,280	25,610,801	7,802,096.13	.00	.00	17,808,705.24	30.5%
59900 TRANSFERS OUT - DEBT	0	27,280	6,962.46	.00	.00	20,317.54	25.5%
60200 CAPITAL ASSET OFFSET	0	0	-176,213.23	.00	.00	176,213.23	100.0%
60300 INTERFUND ADVANCE OFFSET	0	0	144,646.56	.00	.00	-144,646.56	100.0%
TOTAL WATER OPERATING FUND	68,015,168	93,915,796	48,556,127.76	6,100,091.68	3,370,794.07	41,988,873.84	55.3%
602 WATER CIP FUND							
53200 PROF SERVICES - OTHER	0	7,481,643	1,277,266.99	282,030.22	3,916,061.20	2,288,314.64	69.4%
53270 CONSTRUCTION SERVICES	0	19,591,782	8,239,705.17	1,798,795.82	11,728,098.07	-376,020.94	101.9%
56000 CAPEX - LAND EASEMENTS	0	85,276	8,552.50	540.00	7,432.50	69,291.25	18.7%
56020 CAPEX - IMPRV OTH. THN BLDGS	0	4,377	.00	.00	.00	4,377.00	.0%
56040 CAPEX - MACHINERY/EQUIP	0	111,345	.00	.00	.00	111,345.00	.0%
56050 CAPEX - INFRASTRUCTURE	0	10,371,664	582,130.00	105,700.00	1,000.00	9,788,534.26	5.6%
57800 FOR CONTINGENCIES	0	2,040,846	.00	.00	.00	2,040,845.70	.0%
59000 TRANSFERS OUT	0	4,270,868	346,196.40	22,818.26	.00	3,924,671.22	8.1%
TOTAL WATER CIP FUND	0	43,957,801	10,453,851.06	2,209,884.30	15,652,591.77	17,851,358.13	59.4%
603 WATER DEVLPMT IMPACT FEES FUND							
59600 INDIRECT PRORATED CST CHG	21,294	21,294	17,745.00	1,774.50	.00	3,549.00	83.3%
59800 TRANSFERS OUT - CIP	0	10,517,420	826.30	.00	.00	10,516,593.27	.0%
TOTAL WATER DEVLPMT IMPACT FEES F	21,294	10,538,714	18,571.30	1,774.50	.00	10,520,142.27	.2%
605 WATER CAP FACILITY FUND							

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605 WATER CAP FACILITY FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
53700 DEVELOPER REIMBURSEMENTS	375,000	375,000	.00	.00	.00	375,000.00	.0%
59600 INDIRECT PRORATED CST CHG	4,426	4,426	3,688.30	368.83	.00	737.70	83.3%
59800 TRANSFERS OUT - CIP	0	400,000	.00	.00	.00	400,000.00	.0%
TOTAL WATER CAP FACILITY FUND	379,426	779,426	3,688.30	368.83	.00	775,737.70	.5%
606 WATER RESOURCE FEE FUND							
59600 INDIRECT PRORATED CST CHG	1,401	1,401	1,167.50	116.75	.00	233.50	83.3%
59800 TRANSFERS OUT - CIP	0	240,784	.00	.00	.00	240,784.00	.0%
TOTAL WATER RESOURCE FEE FUND	1,401	242,185	1,167.50	116.75	.00	241,017.50	.5%
607 WATER BOND 2021 (2004) FUND							
59800 TRANSFERS OUT - CIP	0	1,350,000	.00	.00	.00	1,350,000.00	.0%
TOTAL WATER BOND 2021 (2004) FUND	0	1,350,000	.00	.00	.00	1,350,000.00	.0%
608 WATER SECURITY-CONT PREV FUND							
50000 SALARIES - REGULAR	327,368	327,368	217,457.77	25,931.19	.00	109,910.23	66.4%
50200 OVERTIME WAGES	8,000	8,000	835.52	.00	.00	7,164.48	10.4%
51000 CALPERS PENSION NORMAL COST	32,483	32,483	21,853.74	2,669.90	.00	10,629.26	67.3%
51010 CALPERS PENSION UAL	43,533	43,533	36,277.50	3,627.75	.00	7,255.50	83.3%
51030 RETIREMENT ENHANCEMENT PLAN	46,502	46,502	38,246.36	3,780.20	.00	8,255.64	82.2%
51160 CITY PAID EMPLOYEE BENEFITS	98,160	98,160	65,833.47	7,590.22	.00	32,326.53	67.1%
51300 WORKERS COMPENSATION	18,781	18,781	15,650.80	1,565.08	.00	3,130.20	83.3%
52000 POSTAGE	20,000	20,000	.00	.00	.00	20,000.00	.0%
52400 MINOR EQUIPMENT	100,000	100,000	27,721.04	.00	90,329.05	-18,050.09	118.1%
53010 SERVICES PRINTING BINDING	15,000	15,000	.00	.00	.00	15,000.00	.0%
53200 PROF SERVICES - OTHER	350,000	350,000	335,421.69	21,900.00	71,057.42	-56,479.11	116.1%
53420 TEST MONITOR COMPLIANCE	200,000	200,000	96,241.09	2,864.40	59,469.71	44,289.20	77.9%
59000 TRANSFERS OUT	30,000	30,000	5,240.00	.00	.00	24,760.00	17.5%
59200 IT & DATA PROCESSING CHGS	35,996	35,996	29,996.70	2,999.67	.00	5,999.30	83.3%
59300 LIABILITY INSURANCE CHGS	20,333	20,333	16,944.20	1,694.42	.00	3,388.80	83.3%
59400 TELEPHONE CHGS HIPC	1,495	1,495	1,245.80	124.58	.00	249.20	83.3%
59600 INDIRECT PRORATED CST CHG	85,205	85,205	71,004.20	7,100.42	.00	14,200.80	83.3%

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59800 TRANSFERS OUT - CIP	0	756,281	3,652.04	.00	.00	752,629.27	.5%
TOTAL WATER SECURITY-CONT PREV FU	1,432,856	2,189,137	983,621.92	81,847.83	220,856.18	984,659.21	55.0%
609 WATER BOND 2021A REV BOND FUND							
59800 TRANSFERS OUT - CIP	0	4,234,606	331,315.14	.00	.00	3,903,290.69	7.8%
TOTAL WATER BOND 2021A REV BOND F	0	4,234,606	331,315.14	.00	.00	3,903,290.69	7.8%
611 WASTEWATER OPERATING FUND							
50000 SALARIES - REGULAR	7,204,946	7,204,946	5,263,168.61	510,198.60	.00	1,941,777.39	73.0%
50100 SALARIES - TEMPORARY	245,000	245,000	40,136.98	9,579.50	.00	204,863.02	16.4%
50200 OVERTIME WAGES	403,000	403,000	418,002.86	29,284.89	.00	-15,002.86	103.7%
50410 WORKERS COMP SALARY CONTINUE	0	0	8,679.00	.00	.00	-8,679.00	100.0%
51000 CALPERS PENSION NORMAL COST	759,445	759,445	534,209.79	51,803.40	.00	225,235.21	70.3%
51010 CALPERS PENSION UAL	942,160	942,160	785,133.40	78,513.34	.00	157,026.60	83.3%
51030 RETIREMENT ENHANCEMENT PLAN	360,582	360,582	257,137.63	24,846.53	.00	103,444.37	71.3%
51160 CITY PAID EMPLOYEE BENEFITS	2,246,058	2,246,058	1,554,306.87	149,285.52	.00	691,751.13	69.2%
51210 RETIREE HEALTH INS PLAN	51,580	51,580	40,479.60	4,082.33	.00	11,100.40	78.5%
51300 WORKERS COMPENSATION	419,213	419,213	350,860.08	34,934.41	.00	68,352.92	83.7%
51400 AUTO ALLOWANCE	1,050	1,050	831.66	80.78	.00	218.34	79.2%
52000 POSTAGE	11,500	11,500	3,415.59	33.79	.00	8,084.41	29.7%
52100 CHEMICALS	1,875,000	1,875,000	1,411,313.01	134,530.17	416,783.42	46,903.57	97.5%
52110 REPAIR PARTS	381,000	407,000	158,272.52	9,590.82	114,113.71	134,613.77	66.9%
52200 SUBSCRIPTIONS & PUBLS	100	100	.00	.00	.00	100.00	.0%
52300 UNIFORMS	64,000	71,200	31,076.88	992.82	32,806.67	7,316.45	89.7%
52310 TRAINING-WORKSHOP-MTGS	100,000	134,000	34,683.41	4,869.42	51,950.00	47,366.59	64.7%
52330 EDUCATION REIMBURSEMENT	10,000	10,000	2,700.00	.00	.00	7,300.00	27.0%
52340 MEMBERSHIPS	43,550	43,550	34,718.90	1,473.00	.00	8,831.10	79.7%
52400 MINOR EQUIPMENT	865,000	969,000	670,403.59	49,493.72	488,331.30	-189,734.89	119.6%
52610 SUPPLIES SAFETY	90,000	103,800	31,964.68	585.31	73,264.47	-1,429.15	101.4%
52900 MISC SUPPLIES	40,000	126,200	39,727.83	6,835.30	73,619.16	12,853.01	89.8%
53000 SOFTWARE EXPENSE	0	25,000	42,774.55	35,056.50	14,201.67	-31,976.22	227.9%
53010 SERVICES PRINTING BINDING	16,000	21,500	4,690.20	.00	10,027.86	6,781.94	68.5%
53020 INTERNAL PHOTOCOPING COSTS	4,000	4,000	6,833.01	.00	.00	-2,833.01	170.8%
53110 SERVICES MEDICAL	4,800	4,800	1,185.00	.00	.00	3,615.00	24.7%
53200 PROF SERVICES - OTHER	4,406,000	3,529,722	1,294,015.00	99,811.53	1,650,808.98	584,898.02	83.4%
53220 SERVICES LEGAL SERVICES	300,000	300,000	295.00	.00	4,706.00	294,999.00	1.7%

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53250 ADVERTISING	15,000	15,000	.00	.00	.00	15,000.00	.0%
53260 LEGAL ADVOCACY	11,000	11,000	6,333.65	696.00	3,156.00	1,510.35	86.3%
53420 TEST MONITOR COMPLIANCE	400,000	665,000	530,357.23	69,519.22	141,690.37	-7,047.60	101.1%
54010 UTILITY EXPENSE-ELECTRIC	1,560,918	1,605,918	1,339,688.47	148,388.50	.00	266,229.53	83.4%
54020 UTILITY EXPENSE - GAS	250,000	250,000	159,543.46	11,820.10	68,966.89	21,489.65	91.4%
54030 UTILITY EXPENSE- WASTEWATER	15,000	15,000	9,770.31	47.54	.00	5,229.69	65.1%
54040 UTILITY EXPENSE WATER	90,000	90,000	90,724.46	7,002.76	.00	-724.46	100.8%
54050 UTIL EXP REFUSE AND DISPOSE	1,500,000	1,500,000	1,138,590.60	108,585.70	349,309.36	12,100.04	99.2%
54080 TELEPHONE CHGS	46,000	71,000	58,554.49	4,285.00	.00	12,445.51	82.5%
54090 UNLEADED FUEL	160,000	249,500	94,194.98	.00	153,672.56	1,632.46	99.3%
55010 BUILDING MAINT & REPAIR	80,000	80,000	15,120.18	.00	271.38	64,608.44	19.2%
55020 EQUIPMENT MAINTENANCE	100,000	100,000	.00	.00	.00	100,000.00	.0%
55030 VEHICLE MAINTENANCE	90,033	122,533	44,887.25	1,645.69	68,899.09	8,746.66	92.9%
56040 CAPEX - MACHINERY/EQUIP	1,782,500	1,805,000	466,423.48	27,874.79	1,070,995.13	267,581.39	85.2%
57000 RENTALS & LEASES	240,000	441,600	234,652.41	19,210.27	83,181.87	123,765.72	72.0%
57110 TAXES AND FILING FEES	285,000	285,100	277,350.32	834.00	.00	7,749.68	97.3%
57200 BAD DEBT EXPENSE	40,000	40,000	-9,698.77	-137.28	.00	49,698.77	-24.2%
57500 PRINCIPAL PAYMENTS	5,550,000	5,550,000	1,300,000.00	1,300,000.00	.00	4,250,000.00	23.4%
57510 INTEREST & PENALTIES EXPENSE	3,880,500	3,880,500	2,062,903.68	430,125.00	.00	1,817,596.32	53.2%
59000 TRANSFERS OUT	15,000	15,000	.00	.00	.00	15,000.00	.0%
59100 CUSTOMER BILLING CHARGES	608,390	608,390	506,991.70	50,699.17	.00	101,398.30	83.3%
59200 IT & DATA PROCESSING CHGS	779,049	779,049	649,207.60	64,920.76	.00	129,841.40	83.3%
59300 LIABILITY INSURANCE CHGS	367,161	367,161	307,583.04	30,758.34	.00	59,577.96	83.8%
59400 TELEPHONE CHGS HIPC	141,352	141,352	117,793.30	11,779.33	.00	23,558.70	83.3%
59500 FLEET EQUIP MAINT ISF CHG	42,391	42,391	41,740.53	15,736.65	.00	650.47	98.5%
59600 INDIRECT PRORATED CST CHG	1,259,754	1,259,754	1,049,794.90	104,979.49	.00	209,959.10	83.3%
59700 FACILITY CHG MAINTENANCE	140,049	153,151	116,707.50	11,670.75	.00	36,443.83	76.2%
59800 TRANSFERS OUT - CIP	13,930,960	37,825,145	1,113,328.17	.00	.00	36,711,816.66	2.9%
59900 TRANSFERS OUT - DEBT	0	30,960	7,901.58	.00	.00	23,058.42	25.5%
60200 CAPITAL ASSET OFFSET	0	0	-471,786.51	-53,874.79	.00	471,786.51	100.0%
TOTAL WASTEWATER OPERATING FUND	54,224,041	78,268,910	24,279,673.66	3,602,448.67	4,870,755.89	49,118,480.61	37.2%
612 WASTEWATER CIP FUND							
53200 PROF SERVICES - OTHER	200,000	9,236,026	2,072,213.76	175,974.42	4,963,028.85	2,200,783.77	76.2%
53270 CONSTRUCTION SERVICES	13,700,000	82,349,576	12,781,236.97	134,500.00	36,123,079.55	33,445,259.28	59.4%
56020 CAPEX - IMPRV OTH. THN BLDGS	0	3,346,843	.00	.00	.00	3,346,843.00	.0%
56050 CAPEX - INFRASTRUCTURE	0	1,917,559	.00	.00	790,397.00	1,127,162.00	41.2%
57800 FOR CONTINGENCIES	0	1,316,500	.00	.00	.00	1,316,500.00	.0%
59000 TRANSFERS OUT	0	5,001,325	218,910.28	21,348.01	.00	4,782,414.91	4.4%
TOTAL WASTEWATER CIP FUND	13,900,000	103,167,829	15,072,361.01	331,822.43	41,876,505.40	46,218,962.96	55.2%

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613 WASTEWATER CONNECTION FEE FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
613 WASTEWATER CONNECTION FEE FUND							
53200 PROF SERVICES - OTHER	0	68,312	.00	.00	.00	68,312.00	.0%
53700 DEVELOPER REIMBURSEMENTS	1,175,000	1,175,000	.00	.00	.00	1,175,000.00	.0%
57700 LOANS TO PROP OWNERS	0	52,168	.00	.00	.00	52,168.00	.0%
59600 INDIRECT PRORATED CST CHG	20,024	20,024	16,686.70	1,668.67	.00	3,337.30	83.3%
TOTAL WASTEWATER CONNECTION FEE F	1,195,024	1,315,504	16,686.70	1,668.67	.00	1,298,817.30	1.3%
617 WASTEWATER BOND FUNDED CIP							
59800 TRANSFERS OUT - CIP	0	64,182,739	12,605,264.94	.00	.00	51,577,473.95	19.6%
TOTAL WASTEWATER BOND FUNDED CIP	0	64,182,739	12,605,264.94	.00	.00	51,577,473.95	19.6%
631 SOLID WASTE OPERATING FUND							
50000 SALARIES - REGULAR	12,463,439	12,577,710	9,157,273.35	936,520.43	.00	3,420,436.65	72.8%
50100 SALARIES - TEMPORARY	56,461	56,461	29,880.29	3,000.54	.00	26,580.71	52.9%
50200 OVERTIME WAGES	1,630,283	1,640,283	3,341,536.61	326,560.14	.00	-1,701,253.61	203.7%
50410 WORKERS COMP SALARY CONTINUE	0	0	59,766.17	.00	.00	-59,766.17	100.0%
51000 CALPERS PENSION NORMAL COST	1,306,426	1,318,707	948,379.09	97,173.94	.00	370,327.91	71.9%
51010 CALPERS PENSION UAL	2,030,156	2,054,099	1,711,749.30	171,174.93	.00	342,349.70	83.3%
51030 RETIREMENT ENHANCEMENT PLAN	668,599	675,372	491,040.63	49,194.00	.00	184,331.37	72.7%
51040 EARLY RETIREMENT INCENTIVE	24,617	24,617	24,616.59	.00	.00	.41	100.0%
51160 CITY PAID EMPLOYEE BENEFITS	4,515,806	4,566,048	3,380,041.83	334,361.36	.00	1,186,006.17	74.0%
51210 RETIREE HEALTH INS PLAN	52,141	52,141	40,919.61	4,126.71	.00	11,221.39	78.5%
51300 WORKERS COMPENSATION	897,976	867,044	722,536.70	72,253.67	.00	144,507.30	83.3%
51400 AUTO ALLOWANCE	1,050	1,050	831.66	80.78	.00	218.34	79.2%
51420 TOOL AND EQUIPMENT ALLOWANCE	14,250	14,250	13,775.00	.00	.00	475.00	96.7%
52000 POSTAGE	3,000	3,000	1,296.80	95.42	.00	1,703.20	43.2%
52110 REPAIR PARTS	190,000	190,000	105,521.35	4,081.15	30,820.97	53,657.68	71.8%
52200 SUBSCRIPTIONS & PUBLS	495	495	.00	.00	.00	495.00	.0%
52300 UNIFORMS	150,000	150,000	107,051.94	4,112.26	47,279.56	-4,331.50	102.9%
52310 TRAINING-WORKSHOP-MTGS	30,000	30,000	12,318.78	3,255.46	.00	17,681.22	41.1%
52330 EDUCATION REIMBURSEMENT	6,500	6,500	.00	.00	.00	6,500.00	.0%
52340 MEMBERSHIPS	10,000	10,000	1,695.00	.00	.00	8,305.00	17.0%
52400 MINOR EQUIPMENT	1,202,800	1,450,858	754,262.15	36,277.02	504,535.26	192,060.51	86.8%

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52510 PUBLIC OUTREACH	7,000	7,000	497.94	497.94	.00	6,502.06	7.1%
52610 SUPPLIES SAFETY	79,000	79,000	46,382.07	5,730.57	10,175.18	22,442.75	71.6%
52900 MISC SUPPLIES	37,000	37,000	18,108.55	2,007.72	8,208.43	10,683.02	71.1%
53000 SOFTWARE EXPENSE	5,000	5,000	.00	.00	.00	5,000.00	.0%
53020 INTERNAL PHOTOCOPING COSTS	6,691	6,691	4,730.55	.00	.00	1,960.45	70.7%
53200 PROF SERVICES - OTHER	1,877,312	1,897,312	951,267.84	95,822.02	745,631.30	200,412.86	89.4%
53250 ADVERTISING	89,500	104,501	26,565.00	9,610.00	2,905.00	75,030.50	28.2%
53260 LEGAL ADVOCACY	15,000	15,000	6,333.65	696.00	3,154.00	5,512.35	63.3%
53500 BANK CHARGES	37,180	37,180	25,373.48	8,628.52	11,806.52	.00	100.0%
54010 UTILITY EXPENSE-ELECTRIC	110,151	110,151	112,155.72	8,917.59	.00	-2,004.72	101.8%
54020 UTILITY EXPENSE - GAS	2,600	2,600	742.28	.00	.00	1,857.72	28.5%
54030 UTILITY EXPENSE- WASTEWATER	1,800	1,800	1,397.22	110.74	.00	402.78	77.6%
54040 UTILITY EXPENSE WATER	18,000	18,000	7,758.70	688.31	.00	10,241.30	43.1%
54050 UTIL EXP REFUSE AND DISPOSE	10,700,000	10,640,750	7,843,494.77	905,063.37	2,304,158.14	493,097.09	95.4%
54080 TELEPHONE CHGS	50,000	50,000	38,449.44	2,523.25	.00	11,550.56	76.9%
54090 UNLEADED FUEL	245,000	245,000	168,124.35	18,306.11	68,388.97	8,486.68	96.5%
54200 RECYCLES BUY BACK	2,700,000	2,700,000	1,104,636.04	92,783.09	.00	1,595,363.96	40.9%
54300 GREENWASTE PROCESSING	1,000,000	850,000	642,823.35	97,174.75	157,176.65	50,000.00	94.1%
54400 SUPP WASTE HAULING	1,500,000	1,480,000	990,432.79	145,945.72	227,087.55	262,479.66	82.3%
55010 BUILDING MAINT & REPAIR	150,000	150,000	18,291.68	.00	13,681.00	118,027.32	21.3%
55030 VEHICLE MAINTENANCE	200,000	200,000	120,220.00	11,930.00	-6,220.00	86,000.00	57.0%
56040 CAPEX - MACHINERY/EQUIP	515,000	534,300	145,991.32	.00	.00	388,308.68	27.3%
57000 RENTALS & LEASES	1,414,235	1,297,942	946,322.31	261,559.29	365,375.15	-13,755.46	101.1%
57110 TAXES AND FILING FEES	75,000	75,000	39,328.07	3,090.11	.00	35,671.93	52.4%
57200 BAD DEBT EXPENSE	30,000	30,000	-3,510.25	-104.26	.00	33,510.25	-11.7%
57500 PRINCIPAL PAYMENTS	1,928,565	1,928,565	1,208,508.50	.00	.00	720,056.50	62.7%
57510 INTEREST & PENALTIES EXPENSE	174,885	174,885	98,742.40	.00	.00	76,142.60	56.5%
59000 TRANSFERS OUT	50,000	50,000	5,241.95	4,192.07	.00	44,758.05	10.5%
59100 CUSTOMER BILLING CHARGES	912,584	912,584	760,486.70	76,048.67	.00	152,097.30	83.3%
59200 IT & DATA PROCESSING CHGS	1,777,675	1,705,682	1,421,401.60	142,140.16	.00	284,280.40	83.3%
59300 LIABILITY INSURANCE CHGS	793,645	800,761	668,916.44	66,891.68	.00	131,844.56	83.5%
59400 TELEPHONE CHGS HIPC	38,318	38,318	31,931.70	3,193.17	.00	6,386.30	83.3%
59500 FLEET EQUIP MAINT ISF CHG	4,171,212	4,140,900	3,026,961.08	275,592.48	.00	1,113,938.92	73.1%
59600 INDIRECT PRORATED CST CHG	1,786,879	1,786,879	1,489,065.90	148,906.59	.00	297,813.10	83.3%
59700 FACILITY CHG MAINTENANCE	125,453	137,190	104,544.10	10,454.41	.00	32,645.70	76.2%
59800 TRANSFERS OUT - CIP	77,948	4,686,048	451,612.12	.00	.00	4,234,435.58	9.6%
59900 TRANSFERS OUT - DEBT	0	77,948	19,894.28	.00	.00	58,053.72	25.5%
60200 CAPITAL ASSET OFFSET	0	0	-145,991.32	.00	.00	145,991.32	100.0%
60500 DEBT OFFSET	0	0	-1,224,038.56	.00	.00	1,224,038.56	100.0%
TOTAL SOLID WASTE OPERATING FUND	57,956,632	62,702,621	42,077,686.61	4,440,667.88	4,494,163.68	16,130,770.63	74.3%

632 SOLID WASTE CIP FUND

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632 SOLID WASTE CIP FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
53200 PROF SERVICES - OTHER	0	310,638	14,150.39	.00	5,394.31	291,093.37	6.3%
53270 CONSTRUCTION SERVICES	0	3,705,500	387,626.11	.00	1,067,693.74	2,250,180.62	39.3%
56040 CAPEX - MACHINERY/EQUIP	0	289,312	.00	.00	.00	289,311.95	.0%
57800 FOR CONTINGENCIES	0	502,500	.00	.00	.00	502,500.00	.0%
59000 TRANSFERS OUT	0	177,447	49,835.62	.00	.00	127,611.59	28.1%
TOTAL SOLID WASTE CIP FUND	0	4,985,398	451,612.12	.00	1,073,088.05	3,460,697.53	30.6%
638 SOLID WASTE SEC - CONT PREV FU							
53200 PROF SERVICES - OTHER	163,000	163,000	135,098.00	16,277.14	17,085.20	10,816.80	93.4%
59800 TRANSFERS OUT - CIP	0	299,350	.00	.00	.00	299,350.00	.0%
TOTAL SOLID WASTE SEC - CONT PREV	163,000	462,350	135,098.00	16,277.14	17,085.20	310,166.80	32.9%
641 PERFORMING ARTS CENTER FUND							
54010 UTILITY EXPENSE-ELECTRIC	72,000	72,000	.00	.00	.00	72,000.00	.0%
54030 UTILITY EXPENSE- WASTEWATER	4,588	4,588	1,573.06	195.88	.00	3,014.94	34.3%
54040 UTILITY EXPENSE WATER	10,493	10,493	8,071.00	750.91	.00	2,422.00	76.9%
54050 UTIL EXP REFUSE AND DISPOSE	21,336	21,336	19,150.86	1,771.81	.00	2,185.14	89.8%
55010 BUILDING MAINT & REPAIR	120,857	120,857	10,314.27	793.50	65,443.07	45,099.66	62.7%
57110 TAXES AND FILING FEES	200	200	.00	.00	.00	200.00	.0%
TOTAL PERFORMING ARTS CENTER FUND	229,474	229,474	39,109.19	3,512.10	65,443.07	124,921.74	45.6%
651 GOLF COURSE OPERATING FUND							
50000 SALARIES - REGULAR	26,173	26,173	19,509.40	1,591.48	.00	6,663.60	74.5%
51000 CALPERS PENSION NORMAL COST	2,725	2,725	1,866.89	165.74	.00	858.11	68.5%
51010 CALPERS PENSION UAL	1,632	1,632	1,360.00	136.00	.00	272.00	83.3%
51160 CITY PAID EMPLOYEE BENEFITS	5,134	5,134	3,804.00	282.10	.00	1,330.00	74.1%
51300 WORKERS COMPENSATION	1,460	1,460	1,216.70	121.67	.00	243.30	83.3%
52400 MINOR EQUIPMENT	347,800	347,800	230,382.09	.00	.00	117,417.91	66.2%
53020 INTERNAL PHOTOCOPING COSTS	0	0	539.09	.00	.00	-539.09	100.0%
53200 PROF SERVICES - OTHER	4,067,821	5,025,036	2,607,937.20	28,653.33	26,827.91	2,390,270.89	52.4%
53210 SERVICES AUDIT	10,000	10,000	20,000.00	.00	.00	-10,000.00	200.0%
53500 BANK CHARGES	106,517	106,517	130,158.50	10,546.31	.00	-23,641.50	122.2%

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54010 UTILITY EXPENSE-ELECTRIC	234,000	234,000	175,844.73	.00	.00	58,155.27	75.1%
54040 UTILITY EXPENSE WATER	430,000	430,000	213,095.08	.00	.00	216,904.92	49.6%
54050 UTIL EXP REFUSE AND DISPOSE	15,000	15,000	6,366.77	.00	.00	8,633.23	42.4%
54070 INTERNET CHARGES	12,894	12,894	2,769.00	.00	.00	10,125.00	21.5%
54080 TELEPHONE CHGS	8,800	8,800	7,046.00	.00	.00	1,754.00	80.1%
55030 VEHICLE MAINTENANCE	35,052	33,002	26,552.00	.00	.00	6,450.00	80.5%
56040 CAPEX - MACHINERY/EQUIP	100,000	74,124	.00	.00	.00	74,124.00	.0%
57110 TAXES AND FILING FEES	24,502	26,552	.00	.00	.00	26,552.00	.0%
57500 PRINCIPAL PAYMENTS	144,647	144,647	144,646.56	.00	.00	.44	100.0%
57510 INTEREST & PENALTIES EXPENSE	14,694	14,694	14,693.50	.00	.00	.50	100.0%
58100 GENERAL LIABILITY INSURANCE	126,000	126,000	71,841.90	.00	.00	54,158.10	57.0%
59200 IT & DATA PROCESSING CHGS	1,353	1,353	1,127.50	112.75	.00	225.50	83.3%
59300 LIABILITY INSURANCE CHGS	1,391	1,391	1,159.20	115.92	.00	231.80	83.3%
59400 TELEPHONE CHGS HIPC	10,962	10,962	9,135.00	913.50	.00	1,827.00	83.3%
59600 INDIRECT PRORATED CST CHG	48,464	48,464	40,386.70	4,038.67	.00	8,077.30	83.3%
59800 TRANSFERS OUT - CIP	0	588,786	34,776.09	.00	.00	554,010.23	5.9%
60300 INTERFUND ADVANCE OFFSET	0	0	-144,646.56	.00	.00	144,646.56	100.0%
TOTAL GOLF COURSE OPERATING FUND	5,777,021	7,297,146	3,621,567.34	46,677.47	26,827.91	3,648,751.07	50.0%
652 GOLF COURSE CIP FUND							
53200 PROF SERVICES - OTHER	0	157,236	27,733.96	.00	99,775.61	29,726.75	81.1%
53270 CONSTRUCTION SERVICES	0	426,550	.00	.00	.00	426,550.00	.0%
56010 CAPEX - BUILDINGS	0	510,000	.00	.00	.00	510,000.00	.0%
59000 TRANSFERS OUT	0	95,000	7,967.49	925.36	.00	87,032.51	8.4%
TOTAL GOLF COURSE CIP FUND	0	1,188,786	35,701.45	925.36	99,775.61	1,053,309.26	11.4%
701 PUBLIC LIAB & PROP INSUR ISF							
50000 SALARIES - REGULAR	186,624	186,624	128,695.78	12,911.44	.00	57,928.22	69.0%
51000 CALPERS PENSION NORMAL COST	18,227	18,227	13,353.23	1,344.15	.00	4,873.77	73.3%
51010 CALPERS PENSION UAL	16,869	16,869	14,057.50	1,405.75	.00	2,811.50	83.3%
51030 RETIREMENT ENHANCEMENT PLAN	33,181	33,181	13,248.02	1,327.76	.00	19,932.98	39.9%
51160 CITY PAID EMPLOYEE BENEFITS	46,991	46,991	29,500.56	3,045.06	.00	17,490.44	62.8%
51300 WORKERS COMPENSATION	10,323	10,323	8,602.50	860.25	.00	1,720.50	83.3%
51400 AUTO ALLOWANCE	210	210	165.09	16.15	.00	44.91	78.6%
52000 POSTAGE	33	33	.00	.00	.00	33.00	.0%
52200 SUBSCRIPTIONS & PUBLS	275	275	.00	.00	.00	275.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
52310 TRAINING-WORKSHOP-MTGS	500	500	.00	.00	.00	500.00	.0%
52320 MILEAGE REIMBURSEMENTS	300	300	.00	.00	.00	300.00	.0%
52400 MINOR EQUIPMENT	700	700	.00	.00	.00	700.00	.0%
52900 MISC SUPPLIES	325	325	.00	.00	.00	325.00	.0%
53010 SERVICES PRINTING BINDING	600	600	.00	.00	.00	600.00	.0%
53020 INTERNAL PHOTOCOPING COSTS	1,000	1,000	.00	.00	.00	1,000.00	.0%
53200 PROF SERVICES - OTHER	270,000	270,000	215,534.50	17,239.67	55,578.50	-1,113.00	100.4%
53220 SERVICES LEGAL SERVICES	15,113	15,113	2,632.50	.00	2,515.00	9,965.50	34.1%
55010 BUILDING MAINT & REPAIR	3,324	3,324	.00	.00	.00	3,324.00	.0%
58050 LOSS CONTROL ACTIVITIES	110,000	110,000	.00	.00	.00	110,000.00	.0%
58200 PHYSICAL DMG INS NON AUTO	1,635,000	1,635,000	1,375,442.00	35,674.00	.00	259,558.00	84.1%
58300 EXCESS LIABILITY INS	3,300,000	3,300,000	2,765,470.00	.00	.00	534,530.00	83.8%
58400 LIABILITY CLAIMS EXPENSE	2,500,000	2,500,000	3,168,365.02	526,008.77	.00	-668,365.02	126.7%
58500 WORKERS COMP CLAIMS	316,768	316,768	.00	.00	.00	316,768.00	.0%
59300 LIABILITY INSURANCE CHGS	15,622	15,622	13,018.30	1,301.83	.00	2,603.70	83.3%
59600 INDIRECT PRORATED CST CHG	93,938	93,938	78,281.70	7,828.17	.00	15,656.30	83.3%
TOTAL PUBLIC LIAB & PROP INSUR IS	8,575,923	8,575,923	7,826,366.70	608,963.00	58,093.50	691,462.80	91.9%
702 WORKERS COMP INSUR ISF							
50000 SALARIES - REGULAR	493,337	493,337	313,324.22	31,640.41	.00	180,012.78	63.5%
51000 CALPERS PENSION NORMAL COST	51,356	51,356	32,547.62	3,293.70	.00	18,808.38	63.4%
51010 CALPERS PENSION UAL	42,989	42,989	35,824.20	3,582.42	.00	7,164.80	83.3%
51030 RETIREMENT ENHANCEMENT PLAN	13,649	13,649	10,598.08	1,062.04	.00	3,050.92	77.6%
51160 CITY PAID EMPLOYEE BENEFITS	109,149	109,149	65,502.68	6,404.40	.00	43,646.32	60.0%
51210 RETIREE HEALTH INS PLAN	1,682	1,682	1,319.97	133.12	.00	362.03	78.5%
51300 WORKERS COMPENSATION	21,715	21,715	18,095.80	1,809.58	.00	3,619.20	83.3%
51400 AUTO ALLOWANCE	210	210	165.17	16.15	.00	44.83	78.7%
52000 POSTAGE	63	63	55.13	.00	.00	7.87	87.5%
52310 TRAINING-WORKSHOP-MTGS	432	432	1,947.00	.00	.00	-1,515.00	450.7%
52320 MILEAGE REIMBURSEMENTS	0	0	127.06	.00	.00	-127.06	100.0%
52400 MINOR EQUIPMENT	65	65	.00	.00	.00	65.00	.0%
52900 MISC SUPPLIES	950	950	209.92	.00	290.08	450.00	52.6%
53020 INTERNAL PHOTOCOPING COSTS	400	400	.00	.00	.00	400.00	.0%
53200 PROF SERVICES - OTHER	328,000	328,000	198,714.74	22,008.84	116,534.30	12,750.96	96.1%
54080 TELEPHONE CHGS	0	0	1,078.06	129.54	.00	-1,078.06	100.0%
57110 TAXES AND FILING FEES	475,000	475,000	145,448.38	.00	.00	329,551.62	30.6%
58050 LOSS CONTROL ACTIVITIES	175,000	175,000	29,063.30	2,841.62	7,445.00	138,491.70	20.9%
58300 EXCESS LIABILITY INS	675,000	675,000	637,929.00	.00	.00	37,071.00	94.5%
58500 WORKERS COMP CLAIMS	7,263,313	7,263,313	4,681,779.21	710,324.97	30,370.00	2,551,163.79	64.9%
59300 LIABILITY INSURANCE CHGS	36,572	36,572	30,476.70	3,047.67	.00	6,095.30	83.3%

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59600 INDIRECT PRORATED CST CHG	229,099	229,099	190,915.80	19,091.58	.00	38,183.20	83.3%
TOTAL WORKERS COMP INSUR ISF	9,917,981	9,917,981	6,395,122.04	805,386.04	154,639.38	3,368,219.58	66.0%
725 CUSTOMER BILLING OPS ISF							
50000 SALARIES - REGULAR	917,673	917,673	646,322.24	66,417.90	.00	271,350.76	70.4%
50100 SALARIES - TEMPORARY	0	0	16,714.75	.00	.00	-16,714.75	100.0%
50200 OVERTIME WAGES	0	0	397.94	.00	.00	-397.94	100.0%
51000 CALPERS PENSION NORMAL COST	95,530	95,530	66,744.98	6,897.99	.00	28,785.02	69.9%
51010 CALPERS PENSION UAL	145,781	145,781	121,484.10	12,148.41	.00	24,296.90	83.3%
51030 RETIREMENT ENHANCEMENT PLAN	50,844	50,844	32,049.64	3,233.05	.00	18,794.36	63.0%
51160 CITY PAID EMPLOYEE BENEFITS	340,217	340,217	240,250.10	23,209.68	.00	99,966.90	70.6%
51210 RETIREE HEALTH INS PLAN	6,167	6,167	4,839.94	488.11	.00	1,327.06	78.5%
51300 WORKERS COMPENSATION	50,919	50,919	42,432.50	4,243.25	.00	8,486.50	83.3%
51400 AUTO ALLOWANCE	2,625	2,625	2,120.14	201.92	.00	504.86	80.8%
52000 POSTAGE	238,560	238,560	189,194.48	23,254.09	52,666.08	-3,300.56	101.4%
52200 SUBSCRIPTIONS & PUBLS	24,000	24,000	8,065.03	.00	334.97	15,600.00	35.0%
52310 TRAINING-WORKSHOP-MTGS	1,000	1,000	245.00	.00	.00	755.00	24.5%
52330 EDUCATION REIMBURSEMENT	2,000	2,000	.00	.00	.00	2,000.00	.0%
52620 SUPPLIES OTHER	165	165	.00	.00	.00	165.00	.0%
52900 MISC SUPPLIES	5,000	5,000	2,566.63	97.41	1,997.43	435.94	91.3%
53010 SERVICES PRINTING BINDING	74,258	74,258	39,848.21	4,818.80	26,425.80	7,983.99	89.2%
53020 INTERNAL PHOTOCOPING COSTS	4,815	4,815	2,898.43	.00	405.10	1,511.47	68.6%
53200 PROF SERVICES - OTHER	68,959	68,959	32,586.50	7,192.51	31,962.21	4,410.29	93.6%
53500 BANK CHARGES	475,860	475,860	280,612.17	32,474.25	83,387.99	111,859.84	76.5%
54080 TELEPHONE CHGS	551	551	515.95	50.51	.00	35.05	93.6%
55020 EQUIPMENT MAINTENANCE	52,662	52,662	.00	.00	.00	52,662.00	.0%
57300 LEASE PMT CAP GROWTH FEES	29,286	29,286	5,969.75	.00	.00	23,316.25	20.4%
59200 IT & DATA PROCESSING CHGS	120,542	120,542	100,451.70	10,045.17	.00	20,090.30	83.3%
59300 LIABILITY INSURANCE CHGS	77,054	77,054	64,211.70	6,421.17	.00	12,842.30	83.3%
59400 TELEPHONE CHGS HIPC	19,980	19,980	16,650.00	1,665.00	.00	3,330.00	83.3%
59600 INDIRECT PRORATED CST CHG	194,039	194,039	161,699.20	16,169.92	.00	32,339.80	83.3%
59700 FACILITY CHG MAINTENANCE	45,245	49,478	37,704.20	3,770.42	.00	11,773.71	76.2%
TOTAL CUSTOMER BILLING OPS ISF	3,043,732	3,047,965	2,116,575.28	222,799.56	197,179.58	734,210.05	75.9%
731 INFORMATION TECHNOLOGY ISF							
50000 SALARIES - REGULAR	4,185,991	4,185,991	1,497,205.04	158,134.66	.00	2,688,785.96	35.8%

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50100 SALARIES - TEMPORARY	65,420	65,420	108,518.75	16,755.00	.00	-43,098.75	165.9%
50200 OVERTIME WAGES	50,000	50,000	56,783.28	7,579.78	.00	-6,783.28	113.6%
51000 CALPERS PENSION NORMAL COST	421,521	421,521	152,519.72	16,281.83	.00	269,001.28	36.2%
51010 CALPERS PENSION UAL	380,912	380,912	317,426.60	31,742.66	.00	63,485.40	83.3%
51030 RETIREMENT ENHANCEMENT PLAN	84,262	84,262	66,180.38	6,696.84	.00	18,081.62	78.5%
51160 CITY PAID EMPLOYEE BENEFITS	1,007,129	1,007,129	387,461.16	40,442.08	.00	619,667.84	38.5%
51210 RETIREE HEALTH INS PLAN	12,334	12,334	9,679.91	976.21	.00	2,654.09	78.5%
51300 WORKERS COMPENSATION	233,656	233,656	194,713.40	19,471.34	.00	38,942.60	83.3%
51400 AUTO ALLOWANCE	4,200	4,200	2,584.64	323.08	.00	1,615.36	61.5%
52000 POSTAGE	0	0	5.04	.00	.00	-5.04	100.0%
52310 TRAINING-WORKSHOP-MTGS	30,000	30,000	.00	.00	.00	30,000.00	.0%
52320 MILEAGE REIMBURSEMENTS	200	200	.00	.00	.00	200.00	.0%
52330 EDUCATION REIMBURSEMENT	2,000	2,000	.00	.00	.00	2,000.00	.0%
52400 MINOR EQUIPMENT	106,000	106,000	186,030.66	1,984.47	345,341.41	-425,372.07	501.3%
52900 MISC SUPPLIES	0	0	43,199.66	10,577.83	15,038.92	-58,238.58	100.0%
53000 SOFTWARE EXPENSE	0	0	824,462.53	738.06	81,721.97	-906,184.50	100.0%
53001 SOFTWARE SUBSCRIPTION	50,000	210,110	1,545,298.25	31,167.07	562,689.20	-1,897,877.45	1003.3%
53002 IT MAINT/SUPPORT - ANNUAL	0	0	6,489.76	.00	.00	-6,489.76	100.0%
53003 IT PERPETUAL LICENSE	425,000	425,000	16,589.93	.00	.00	408,410.07	3.9%
53020 INTERNAL PHOTOCOPING COSTS	18,746	18,746	2,482.23	.00	.00	16,263.77	13.2%
53200 PROF SERVICES - OTHER	3,978,595	4,254,595	268,761.52	32,256.58	598,440.37	3,387,393.11	20.4%
53290 OUTSIDE SERVICES	155,000	155,000	50,493.22	.00	.00	104,506.78	32.6%
53400 PROFESSIONAL SERVICES - HR	7,539	7,539	.00	.00	.00	7,539.00	.0%
53500 BANK CHARGES	0	0	428.50	.00	.00	-428.50	100.0%
54070 INTERNET CHARGES	123,540	123,540	84,257.92	4,288.55	43,200.00	-3,917.92	103.2%
54080 TELEPHONE CHGS	615,300	615,300	310,305.97	36,208.80	4,368.16	300,625.87	51.1%
55020 EQUIPMENT MAINTENANCE	0	0	3,595.00	.00	.00	-3,595.00	100.0%
56040 CAPEX - MACHINERY/EQUIP	0	100,000	62,948.88	.00	37,051.12	.00	100.0%
57000 RENTALS & LEASES	0	24,000	16,602.64	1,758.66	7,576.40	-179.04	100.7%
57800 FOR CONTINGENCIES	500,000	0	.00	.00	.00	.00	.0%
59300 LIABILITY INSURANCE CHGS	220,304	220,304	183,586.70	18,358.67	.00	36,717.30	83.3%
59500 FLEET EQUIP MAINT ISF CHG	1,441	1,441	2,825.72	254.72	.00	-1,384.72	196.1%
59600 INDIRECT PRORATED CST CHG	330,971	330,971	275,809.10	27,580.91	.00	55,161.90	83.3%
59700 FACILITY CHG MAINTENANCE	99,761	109,094	83,134.20	8,313.42	.00	25,959.97	76.2%
59800 TRANSFERS OUT - CIP	73,701	293,487	4,119.11	.00	.00	289,368.36	1.4%
59900 TRANSFERS OUT - DEBT	0	73,701	73,700.20	.00	.00	.80	100.0%
60200 CAPITAL ASSET OFFSET	0	0	-62,948.88	.00	.00	62,948.88	100.0%
TOTAL INFORMATION TECHNOLOGY ISF	13,183,523	13,546,454	6,775,250.74	471,891.22	1,695,427.55	5,075,775.35	62.5%

732 IT CAPITAL

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732 IT CAPITAL	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
53200 PROF SERVICES - OTHER	0	189,270	.00	.00	.00	189,270.00	.0%
56030 CAPEX - VEHICLES	0	42,155	.00	.00	.00	42,154.70	.0%
56050 CAPEX - INFRASTRUCTURE	0	104,217	4,119.11	.00	33,844.36	66,254.00	36.4%
TOTAL IT CAPITAL	0	335,642	4,119.11	.00	33,844.36	297,678.70	11.3%
735 FACILITIES MAINTENANCE ISF							
50000 SALARIES - REGULAR	2,302,957	2,149,266	1,626,178.31	162,859.04	.00	523,087.69	75.7%
50100 SALARIES - TEMPORARY	32,000	4,000	8.48	.00	.00	3,991.52	.2%
50200 OVERTIME WAGES	35,000	35,000	29,943.08	2,921.09	.00	5,056.92	85.6%
50410 WORKERS COMP SALARY CONTINUE	0	0	3,811.77	.00	.00	-3,811.77	100.0%
51000 CALPERS PENSION NORMAL COST	247,360	233,580	166,520.36	16,806.58	.00	67,059.64	71.3%
51010 CALPERS PENSION UAL	386,790	386,790	322,325.00	32,232.50	.00	64,465.00	83.3%
51030 RETIREMENT ENHANCEMENT PLAN	221,097	221,097	172,956.02	17,374.34	.00	48,140.98	78.2%
51160 CITY PAID EMPLOYEE BENEFITS	828,189	772,885	545,947.83	54,006.81	.00	226,937.17	70.6%
51210 RETIREE HEALTH INS PLAN	20,184	20,184	15,839.85	1,597.43	.00	4,344.15	78.5%
51300 WORKERS COMPENSATION	181,624	181,624	151,353.30	15,135.33	.00	30,270.70	83.3%
51400 AUTO ALLOWANCE	210	210	166.30	16.14	.00	43.70	79.2%
52200 SUBSCRIPTIONS & PUBLS	0	0	600.00	.00	375.00	-975.00	100.0%
52300 UNIFORMS	17,000	17,000	2,367.34	644.46	8,584.17	6,048.49	64.4%
52310 TRAINING-WORKSHOP-MTGS	299	2,299	.00	.00	.00	2,299.00	.0%
52400 MINOR EQUIPMENT	312,116	332,891	190,944.39	24,688.22	128,494.41	13,452.20	96.0%
52600 SUPPLIES CUSTODIAL	80,000	85,000	48,056.56	1,981.46	30,242.44	6,701.00	92.1%
52900 MISC SUPPLIES	2,000	2,000	3,074.38	222.08	5,083.54	-6,157.92	407.9%
53020 INTERNAL PHOTOCOPING COSTS	750	750	6,639.01	.00	.00	-5,889.01	885.2%
53200 PROF SERVICES - OTHER	538,000	731,000	192,968.28	24,361.46	260,922.95	277,108.77	62.1%
54010 UTILITY EXPENSE-ELECTRIC	357,401	832,401	643,589.95	48,752.61	.00	188,811.05	77.3%
54020 UTILITY EXPENSE - GAS	41,541	71,541	55,751.16	355.96	.00	15,789.84	77.9%
54030 UTILITY EXPENSE- WASTEWATER	11,851	11,851	11,724.07	1,365.72	.00	126.93	98.9%
54040 UTILITY EXPENSE WATER	31,190	31,190	32,046.28	3,727.15	.00	-856.28	102.7%
54050 UTIL EXP REFUSE AND DISPOSE	87,000	87,000	40,466.05	3,762.82	.00	46,533.95	46.5%
54080 TELEPHONE CHGS	11,487	11,487	20,768.00	2,628.67	.00	-9,281.00	180.8%
57000 RENTALS & LEASES	80,000	235,000	149,049.05	12,901.87	67,567.65	18,383.30	92.2%
57110 TAXES AND FILING FEES	6,000	6,000	4,096.00	900.00	.00	1,904.00	68.3%
59200 IT & DATA PROCESSING CHGS	319,827	319,827	266,522.50	26,652.25	.00	53,304.50	83.3%
59300 LIABILITY INSURANCE CHGS	147,083	147,083	123,214.88	12,321.42	.00	23,868.12	83.8%
59400 TELEPHONE CHGS HIPC	22,330	22,330	18,608.30	1,860.83	.00	3,721.70	83.3%
59500 FLEET EQUIP MAINT ISF CHG	96,517	96,517	77,465.53	6,875.48	.00	19,051.47	80.3%
59600 INDIRECT PRORATED CST CHG	305,444	305,444	254,536.70	25,453.67	.00	50,907.30	83.3%
TOTAL FACILITIES MAINTENANCE ISF	6,723,247	7,353,247	5,177,538.73	502,405.39	501,270.16	1,674,438.11	77.2%
741 FLEET SERVICES ISF							

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741 FLEET SERVICES ISF	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50000 SALARIES - REGULAR	1,167,355	1,167,355	741,533.40	67,540.28	.00	425,821.60	63.5%
50100 SALARIES - TEMPORARY	14,000	14,000	46,452.34	4,774.09	.00	-32,452.34	331.8%
50200 OVERTIME WAGES	25,000	25,000	24,933.15	2,135.56	.00	66.85	99.7%
50410 WORKERS COMP SALARY CONTINUE	0	0	19,272.75	.00	.00	-19,272.75	100.0%
51000 CALPERS PENSION NORMAL COST	129,168	129,168	78,329.74	7,454.76	.00	50,838.26	60.6%
51010 CALPERS PENSION UAL	159,983	159,983	133,319.20	13,331.92	.00	26,663.80	83.3%
51030 RETIREMENT ENHANCEMENT PLAN	83,456	83,456	56,441.20	3,886.40	.00	27,014.80	67.6%
51160 CITY PAID EMPLOYEE BENEFITS	369,747	369,747	214,224.92	18,185.34	.00	155,522.08	57.9%
51210 RETIREE HEALTH INS PLAN	19,062	19,062	14,959.86	1,508.69	.00	4,102.14	78.5%
51300 WORKERS COMPENSATION	83,063	83,063	69,219.20	6,921.92	.00	13,843.80	83.3%
51400 AUTO ALLOWANCE	210	210	166.38	16.12	.00	43.62	79.2%
51420 TOOL AND EQUIPMENT ALLOWANCE	4,750	4,750	5,371.15	.00	.00	-621.15	113.1%
52000 POSTAGE	200	200	25.54	.00	.00	174.46	12.8%
52110 REPAIR PARTS	1,300,000	1,298,000	838,713.55	101,602.47	288,896.24	170,390.21	86.9%
52300 UNIFORMS	38,000	38,000	20,644.64	2,737.13	7,930.73	9,424.63	75.2%
52310 TRAINING-WORKSHOP-MTGS	27,000	21,000	589.00	.00	5,000.00	15,411.00	26.6%
52330 EDUCATION REIMBURSEMENT	500	500	.00	.00	.00	500.00	.0%
52400 MINOR EQUIPMENT	45,000	70,000	17,607.53	1,129.83	16,559.93	35,832.54	48.8%
52610 SUPPLIES SAFETY	10,000	10,000	1,349.18	443.14	.00	8,650.82	13.5%
52900 MISC SUPPLIES	14,880	14,880	18,207.91	2,741.35	25,701.44	-29,029.35	295.1%
53000 SOFTWARE EXPENSE	0	0	53,925.56	.00	.00	-53,925.56	100.0%
53020 INTERNAL PHOTOCOPING COSTS	3,000	3,000	1,055.49	.00	.00	1,944.51	35.2%
53200 PROF SERVICES - OTHER	543,079	543,079	404,998.49	54,492.97	105,117.86	32,962.65	93.9%
54080 TELEPHONE CHGS	4,247	4,247	5,539.03	376.59	.00	-1,292.03	130.4%
54090 UNLEADED FUEL	1,220,000	1,231,000	908,081.80	99,632.88	267,561.38	55,356.82	95.5%
54091 COMPRESSED NATURAL GAS	440,000	445,000	429,738.14	44,863.06	195,261.86	-180,000.00	140.4%
54092 DIESEL FUEL	1,480,000	1,615,000	1,098,843.57	104,653.72	192,085.80	324,070.63	79.9%
55020 EQUIPMENT MAINTENANCE	5,000	5,000	20,049.00	2,482.53	9,355.43	-24,404.43	588.1%
55030 VEHICLE MAINTENANCE	1,234,230	1,231,230	618,334.29	117,217.75	263,601.85	349,293.86	71.6%
55040 LUBRICANT	0	0	125,055.85	15,031.23	9,296.73	-134,352.58	100.0%
55050 TIRES	0	0	174,277.91	18,965.04	58,643.48	-232,921.39	100.0%
56040 CAPEX - MACHINERY/EQUIP	176,000	0	.00	.00	.00	.00	.0%
57110 TAXES AND FILING FEES	5,000	16,000	14,870.45	5,674.00	.00	1,129.55	92.9%
59200 IT & DATA PROCESSING CHGS	132,286	132,286	110,238.30	11,023.83	.00	22,047.70	83.3%
59300 LIABILITY INSURANCE CHGS	68,105	68,105	56,754.20	5,675.42	.00	11,350.80	83.3%
59400 TELEPHONE CHGS HIPC	7,331	7,331	6,109.20	610.92	.00	1,221.80	83.3%
59500 FLEET EQUIP MAINT ISF CHG	53,112	53,112	31,636.50	2,506.40	.00	21,475.50	59.6%
59600 INDIRECT PRORATED CST CHG	505,681	505,681	421,400.80	42,140.08	.00	84,280.20	83.3%
59700 FACILITY CHG MAINTENANCE	335,095	366,445	279,245.80	27,924.58	.00	87,199.12	76.2%
60200 CAPITAL ASSET OFFSET	0	0	1,763.25	1,763.25	.00	-1,763.25	100.0%
60400 DEPRECIATION EXPENSE	0	0	1,175.51	1,175.51	.00	-1,175.51	100.0%
TOTAL FLEET SERVICES ISF	9,703,540	9,734,890	7,064,453.78	790,618.76	1,445,012.73	1,225,423.41	87.4%

742 FLEET REPLACEMENT FUND

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742 FLEET REPLACEMENT FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
56040 CAPEX - MACHINERY/EQUIP	0	608,491	.00	.00	.00	608,491.41	.0%
57000 RENTALS & LEASES	0	248,006	185,433.53	121,946.75	78,568.89	-15,996.37	106.4%
TOTAL FLEET REPLACEMENT FUND	0	856,497	185,433.53	121,946.75	78,568.89	592,495.04	30.8%
801 COFA DEBT SERVICE FUND							
57500 PRINCIPAL PAYMENTS	5,092,064	5,092,064	2,276,177.91	1,515,000.00	.00	2,815,886.09	44.7%
57510 INTEREST & PENALTIES EXPENSE	2,646,062	2,646,062	1,857,044.73	521,375.00	.00	789,017.27	70.2%
TOTAL COFA DEBT SERVICE FUND	7,738,126	7,738,126	4,133,222.64	2,036,375.00	.00	3,604,903.36	53.4%
850 RIVERPARK JPA FUND							
53200 PROF SERVICES - OTHER	0	191,094	.00	.00	.00	191,094.00	.0%
56020 CAPEX - IMPRV OTH. THN BLDGS	0	766,375	71,849.50	54,337.90	192,859.47	501,665.62	34.5%
TOTAL RIVERPARK JPA FUND	0	957,469	71,849.50	54,337.90	192,859.47	692,759.62	27.6%
991 GOVERNMENTAL CAPITAL ASSETS FD							
60200 CAPITAL ASSET OFFSET	0	0	-1,113,415.61	1,416,677.68	.00	1,113,415.61	100.0%
TOTAL GOVERNMENTAL CAPITAL ASSETS	0	0	-1,113,415.61	1,416,677.68	.00	1,113,415.61	100.0%
996 GOVERNMENTAL DEBT SERVICE FUND							
57510 INTEREST & PENALTIES EXPENSE	0	0	-434,939.72	.00	.00	434,939.72	100.0%
60500 DEBT OFFSET	0	0	-2,435,647.85	.00	.00	2,435,647.85	100.0%
TOTAL GOVERNMENTAL DEBT SERVICE F	0	0	-2,870,587.57	.00	.00	2,870,587.57	100.0%
GRAND TOTAL	632,369,305**********		467,981,196.59	50,492,796.88	124,717,199.75	650,709,465.56	47.7%

** END OF REPORT - Generated by James Costello **

City of Oxnard

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
101 GENERAL FUND							
1011001 40100 PROPERTY-CURRENT SEC	-37,271,118	-37,271,118	-20,954,408.94	.00	.00	-16,316,709.06	56.2%
1011001 40120 PROPERTY-CURRENT UNS	-1,371,081	-1,371,081	-887,824.40	.00	.00	-483,256.60	64.8%
1011001 40130 PROPERTY-DELINQ UNSE	-42,000	-42,000	-64,111.56	.00	.00	22,111.56	152.6%
1011001 40140 SUPPLEMENTAL ROLL TA	-542,342	-542,342	.43	.00	.00	-542,342.43	.0%
1011001 40170 RESIDUAL DISTRIB TO	-5,477,350	-5,477,350	-3,595,133.34	.00	.00	-1,882,216.66	65.6%
1011001 40180 INTEREST, PENALTIES	-34,238	-34,238	-191,203.31	-12,009.21	.00	156,965.31	558.5%
1011001 40190 PROP TAX-IN LIEU OF	-24,042,071	-24,042,071	-12,436,516.97	.00	.00	-11,605,554.03	51.7%
1011001 40195 PROPERTY TRANSFER TA	-703,156	-703,156	-395,903.94	-98,901.25	.00	-307,252.06	56.3%
1011001 40200 SALES TAX REVENUE	-51,284,970	-51,284,970	-37,982,500.29	-4,156,727.64	.00	-13,302,469.71	74.1%
1011001 40210 SALES TAX - MEASURE	-57,777,000	-57,777,000	-37,033,878.13	-4,008,767.15	.00	-20,743,121.87	64.1%
1011001 40300 TRANSIENT OCCUPANCY	-5,460,000	-5,460,000	-3,961,408.90	-584,849.83	.00	-1,498,591.10	72.6%
1011001 40400 FRANCHISE FEES	-4,787,122	-4,787,122	-4,066,348.40	-3,244,238.03	.00	-720,773.60	84.9%
1011001 40500 BUSINESS LICENSE FEE	-6,500,000	-6,500,000	-6,313,433.17	-405,083.59	.00	-186,566.83	97.1%
1011001 40600 CANNABIS TAX REVENUE	-320,000	-320,000	-376,250.71	.00	.00	56,250.71	117.6%
1011001 41400 CANNABIS PERMIT FEES	0	0	-18,810.00	-1,640.00	.00	18,810.00	100.0%
1011001 41500 OTHER LICENSE & PERM	-274,298	-274,298	-287,159.27	-24,559.56	.00	12,861.27	104.7%
1011001 42400 HOMEOWNER PROP TAX R	-234,985	-234,985	-33,681.39	.00	.00	-201,303.61	14.3%
1011001 42410 STATE MANDATE COST R	-136,025	-136,025	-180,491.25	.00	.00	44,466.25	132.7%
1011001 42430 PUBLIC SAFETY AUGMEN	-2,004,487	-2,004,487	-1,539,419.45	-260,261.74	.00	-465,067.55	76.8%
1011001 42440 PAYMENT IN LIEU OF P	-21,852	-21,852	-22,289.22	.00	.00	437.22	102.0%
1011001 43060 MISC PLANNING FEES	-3,429	-3,429	-3,656.27	-214.09	.00	227.27	106.6%
1011001 43230 COURT FINES - NON-TR	-258,502	-258,502	-207,391.13	-11,052.83	.00	-51,110.87	80.2%
1011001 43300 RENTAL REVENUE (SHOR	-141,797	-141,797	15,129.35	40,177.08	.00	-156,926.35	-10.7%
1011001 43400 DAMAGE REIMBURSEMENT	-3,425	-3,425	-4,083.67	-665.82	.00	658.67	119.2%
1011001 47000 MISCELLANEOUS REVENU	-135,532	-135,532	-89,204.14	-1,645.76	.00	-46,327.86	65.8%
1011001 47000 T0190 MISCELLANEOUS R	0	0	-909,090.90	-303,030.30	.00	909,090.90	100.0%
1011001 47100 INTEREST INC- INVEST	-952,174	-952,174	-3,638,438.58	211,320.33	.00	2,686,264.58	382.1%
1011001 47100 T0190 INTEREST INC- I	0	0	-3,864.85	-3,864.85	.00	3,864.85	100.0%
1011001 47110 OTHER INTEREST INCOM	0	0	2,734.20	.00	.00	-2,734.20	100.0%
1011001 47120 GAIN/LOSS ON SALE OF	-44,880	-44,880	-7,234.20	.00	.00	-37,645.80	16.1%
1011001 47300 T0021 DONATIONS AND C	0	0	5,000.00	.00	.00	-5,000.00	100.0%
1011001 47300 T0162 DONATIONS AND C	0	0	-36,761.94	.00	.00	36,761.94	100.0%
1011001 47700 OTHER REIMBURSEMENTS	0	0	-105,701.53	.00	.00	105,701.53	100.0%
1011001 47800 SALES OF ASSETS	-126,104	-126,104	-55,964.00	-2,171.00	.00	-70,140.00	44.4%
1011001 49200 INDIRECT COST REIMB	-7,846,909	-7,846,909	-6,421,661.96	-641,980.48	.00	-1,425,247.04	81.8%
1011001 49300 TRANSFERS IN	-499,000	-499,000	.00	.00	.00	-499,000.00	.0%
1011201 43260 MISCELLANEOUS FEES	-14,000	-14,000	28,720.82	-2,760.00	.00	-42,720.82	-205.1%
1011201 47910 REVENUES IN SUSPENSE	0	0	-51,859.84	9,349.41	.00	51,859.84	100.0%
1011301 43260 MISCELLANEOUS FEES	-142	-142	.00	.00	.00	-142.00	.0%
1011301 47000 MISCELLANEOUS REVENU	-210	-210	.00	.00	.00	-210.00	.0%

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1011302 47000 MISCELLANEOUS REVENU	-780	-780	.00	.00	.00	-780.00	.0%
1011302 47000 T0152 MISCELLANEOUS R	0	0	-657.60	.00	.00	657.60	100.0%
1011501 47000 MISCELLANEOUS REVENU	0	0	-25.00	.00	.00	25.00	100.0%
1011501 47110 OTHER INTEREST INCOM	-1,433	-1,433	-3,008.36	.00	.00	1,575.36	209.9%
1011501 47700 OTHER REIMBURSEMENTS	-1,020	-1,020	-1,090.49	-595.00	.00	70.49	106.9%
1011501 49000 TRANSFERS IN (CITY L	-10,404	-10,404	.00	.00	.00	-10,404.00	.0%
1011601 47000 MISCELLANEOUS REVENU	-21,300	-21,300	-15,923.47	-2,109.54	.00	-5,376.53	74.8%
1011601 49000 TRANSFERS IN (CITY L	-149,261	-149,261	.00	.00	.00	-149,261.00	.0%
1011602 49000 TRANSFERS IN (CITY L	-263,458	-263,458	.00	.00	.00	-263,458.00	.0%
1011611 47000 MISCELLANEOUS REVENU	-39,975	-39,975	-58,583.46	.00	.00	18,608.46	146.6%
1011611 49000 TRANSFERS IN (CITY L	-46,974	-46,974	.00	.00	.00	-46,974.00	.0%
1011701 47000 MISCELLANEOUS REVENU	0	0	-10.40	.00	.00	10.40	100.0%
1011701 49000 TRANSFERS IN (CITY L	-32,894	-32,894	.00	.00	.00	-32,894.00	.0%
1012111 41500 OTHER LICENSE & PERM	-82,885	-82,885	-107,990.00	-70,160.00	.00	25,105.00	130.3%
1012111 42420 POST POLICE OFF STD	-30,000	0	-12,544.70	.00	.00	12,544.70	100.0%
1012111 42420 B2302 POST POLICE OFF	0	-120,625	-120,624.76	.00	.00	-.24	100.0%
1012111 43000 FALSE ALARM FINE	-289,912	-289,912	58,119.00	.00	.00	-348,031.00	-20.0%
1012111 43020 STORED VEHICLE RELEA	-251,874	-251,874	.00	.00	.00	-251,874.00	.0%
1012111 43210 PARKING FINES	-1,780,006	-1,780,006	-163,749.50	-147,086.87	.00	-1,616,256.50	9.2%
1012111 47000 MISCELLANEOUS REVENU	-5,100	-5,100	.00	.00	.00	-5,100.00	.0%
1012111 47700 OTHER REIMBURSEMENTS	-1,186,736	-1,186,736	-249,429.72	-15,047.23	.00	-937,306.28	21.0%
1012113 43250 MISCELLANEOUS FINES	-51,400	-51,400	248,008.00	579.00	.00	-299,408.00	-482.5%
1012121 47700 OTHER REIMBURSEMENTS	-100,081	-100,081	-20,302.22	107,917.95	.00	-79,778.78	20.3%
1012121 47800 SALES OF ASSETS	-5,000	-5,000	.00	.00	.00	-5,000.00	.0%
1012131 43260 MISCELLANEOUS FEES	-132,875	-132,875	-412,443.75	-50,678.25	.00	279,568.75	310.4%
1012131 47000 MISCELLANEOUS REVENU	-5,000	-5,000	-1,668.17	-665.92	.00	-3,331.83	33.4%
1012501 47700 OTHER REIMBURSEMENTS	-1,245,000	-1,245,000	-124,952.44	-419.85	.00	-1,120,047.56	10.0%
1012501 47700 T0048 OTHER REIMBURSE	0	0	-613,980.18	-35,024.27	.00	613,980.18	100.0%
1012511 41100 FIRE INSPECTION FEES	-300,000	-300,000	-314,008.52	-45,292.20	.00	14,008.52	104.7%
1012511 41500 OTHER LICENSE & PERM	-200,000	-200,000	-165,980.84	-25,626.13	.00	-34,019.16	83.0%
1012511 43000 FALSE ALARM FINE	0	0	-39,080.63	-1,500.00	.00	39,080.63	100.0%
1012511 47700 OTHER REIMBURSEMENTS	0	0	-366.00	.00	.00	366.00	100.0%
1013001 47300 DONATIONS AND CONTRI	0	0	-450.00	.00	.00	450.00	100.0%
1013101 49000 TRANSFERS IN (CITY L	-1,144,328	-1,144,328	.00	.00	.00	-1,144,328.00	.0%
1013101 49000 C1101 TRANSFERS IN (L	0	0	-526.07	.00	.00	526.07	100.0%
1013101 49000 C1305 TRANSFERS IN (L	0	0	-21,463.37	.00	.00	21,463.37	100.0%
1013101 49000 C1702 TRANSFERS IN (L	0	0	-13,303.10	-4,157.20	.00	13,303.10	100.0%
1013101 49000 C1703 TRANSFERS IN (L	0	0	-30,125.27	-6,935.40	.00	30,125.27	100.0%
1013101 49000 C1803 TRANSFERS IN (C	0	0	-1,372.91	.00	.00	1,372.91	100.0%
1013101 49000 C1809 TRANSFERS IN (L	0	0	-17,851.58	-5,008.96	.00	17,851.58	100.0%
1013101 49000 C1901 TRANSFERS IN (L	0	0	-17,475.23	-1,554.50	.00	17,475.23	100.0%
1013101 49000 C2010 TRANSFERS IN (C	0	0	-113.10	.00	.00	113.10	100.0%
1013101 49000 C2021 TRANSFERS IN (L	0	0	-10,403.03	-557.85	.00	10,403.03	100.0%
1013101 49000 C2027 TRANSFERS IN (L	0	0	-1,205.21	.00	.00	1,205.21	100.0%

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1013101 49000 C2029 TRANSFERS IN (L	0	0	-7,137.12	.00	.00	7,137.12	100.0%
1013101 49000 C2042 TRANSFERS IN (L	0	0	-127.64	.00	.00	127.64	100.0%
1013101 49000 C2043 TRANSFERS IN (C	0	0	-3,063.17	.00	.00	3,063.17	100.0%
1013101 49000 C2101 TRANSFERS IN (L	0	0	-2,590.89	.00	.00	2,590.89	100.0%
1013101 49000 C2102 TRANSFERS IN (C	0	0	-74,980.05	-4,275.04	.00	74,980.05	100.0%
1013101 49000 C2104 TRANSFERS IN (L	0	0	-3,957.24	-2,233.83	.00	3,957.24	100.0%
1013101 49000 C2111 TRANSFERS IN (C	0	0	-97,809.47	-7,302.22	.00	97,809.47	100.0%
1013101 49000 C2115 TRANSFERS IN (C	0	0	-41,076.08	-4,582.50	.00	41,076.08	100.0%
1013101 49000 C2122 TRANSFERS IN (L	0	0	-723.52	.00	.00	723.52	100.0%
1013101 49000 C2124 TRANSFERS IN (L	0	0	-12,861.28	.00	.00	12,861.28	100.0%
1013101 49000 C2205 TRANSFERS IN (C	0	0	-177,011.19	-12,700.73	.00	177,011.19	100.0%
1013101 49000 C2209 TRANSFERS IN (C	0	0	-248,267.30	-34,737.77	.00	248,267.30	100.0%
1013101 49000 C2212 TRANSFERS IN (L	0	0	-1,091.79	-755.37	.00	1,091.79	100.0%
1013101 49000 C2215 TRANSFERS IN (L	0	0	-924.29	-335.75	.00	924.29	100.0%
1013101 49000 C2216 TRANSFERS IN (L	0	0	-16,628.76	-4,988.62	.00	16,628.76	100.0%
1013101 49000 C2226 TRANSFERS IN (C	0	0	-30,728.88	-3,578.34	.00	30,728.88	100.0%
1013101 49000 C2227 TRANSFERS IN (L	0	0	-3,077.38	-1,545.36	.00	3,077.38	100.0%
1013101 49000 C2228 TRANSFERS IN (C	0	0	-21,469.79	.00	.00	21,469.79	100.0%
1013101 49000 C2231 TRANSFERS IN (L	0	0	-510.56	.00	.00	510.56	100.0%
1013101 49000 C2232 TRANSFERS IN (L	0	0	-30,635.66	-8,413.22	.00	30,635.66	100.0%
1013101 49000 C2234 TRANSFERS IN (L	0	0	-4,541.79	-1,466.09	.00	4,541.79	100.0%
1013101 49000 C2236 TRANSFERS IN (L	0	0	-8,051.27	-894.59	.00	8,051.27	100.0%
1013101 49000 C2249 TRANSFERS IN (L	0	0	-879.14	.00	.00	879.14	100.0%
1013101 49000 C2251 TRANSFERS IN (L	0	0	-6,908.96	-4,577.17	.00	6,908.96	100.0%
1013101 49000 C2255 TRANSFERS IN (L	0	0	-14,411.58	-4,803.86	.00	14,411.58	100.0%
1013101 49000 C2305 TRANSFERS IN (L	0	0	-439.40	-56.62	.00	439.40	100.0%
1013101 49000 C2306 TRANSFERS IN (L	0	0	-241.06	.00	.00	241.06	100.0%
1013101 49000 C2312 TRANSFERS IN (L	0	0	-2,858.63	-925.36	.00	2,858.63	100.0%
1013101 49000 C2313 TRANSFERS IN (L	0	0	-510.44	.00	.00	510.44	100.0%
1013101 49000 M2210 TRANSFERS IN (L	0	0	-255.14	.00	.00	255.14	100.0%
1013102 43050 PLAN CHECK FEES	-53,624	-53,624	-56,405.50	-7,711.50	.00	2,781.50	105.2%
1013102 43400 DAMAGE REIMBURSEMENT	-30,000	-30,000	-31,674.15	-10,345.30	.00	1,674.15	105.6%
1013102 47700 OTHER REIMBURSEMENTS	-5,625	-5,625	-3,375.00	.00	.00	-2,250.00	60.0%
1013102 49000 TRANSFERS IN (CITY L	-66,000	-66,000	.00	.00	.00	-66,000.00	.0%
1013102 49000 C1301 TRANSFERS IN (L	0	0	-12,614.70	-3,816.25	.00	12,614.70	100.0%
1013102 49000 C1302 TRANSFERS IN (L	0	0	-1,228.52	.00	.00	1,228.52	100.0%
1013102 49000 C2005 TRANSFERS IN (L	0	0	-786.37	.00	.00	786.37	100.0%
1013201 47000 MISCELLANEOUS REVENU	-27,500	-27,500	.00	.00	.00	-27,500.00	.0%
1013201 47000 T0019 MISCELLANEOUS R	0	0	-1,176.24	.00	.00	1,176.24	100.0%
1013301 43120 OTHER CONCESSIONS	-134,508	-134,508	-133,488.60	-6,515.10	.00	-1,019.40	99.2%
1013301 43130 LEASED SPACE - CELLU	-124,496	-124,496	-157,212.32	-14,395.70	.00	32,716.32	126.3%
1013301 43210 PARKING FINES	-165	-165	.00	.00	.00	-165.00	.0%
1013301 43400 DAMAGE REIMBURSEMENT	0	0	-201,324.83	.00	.00	201,324.83	100.0%
1013301 43400 C2327 DAMAGE REIMBURS	0	-412,280	.00	.00	.00	-412,280.00	.0%

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1013301 47000 MISCELLANEOUS REVENU	-55,920	-55,920	-5,345.00	-135.00	.00	-50,575.00	9.6%
1013301 47000 T0022 MISCELLANEOUS R	0	0	-54,031.00	.00	.00	54,031.00	100.0%
1013301 49000 C2317 TRANSFERS IN (L	0	0	-4,420.46	-3,745.58	.00	4,420.46	100.0%
1013302 43400 DAMAGE REIMBURSEMENT	-2,500	-2,500	-49,620.32	-728.40	.00	47,120.32	1984.8%
1013302 47000 MISCELLANEOUS REVENU	-15,500	-15,500	-648.96	-162.24	.00	-14,851.04	4.2%
1013303 47000 MISCELLANEOUS REVENU	-10,000	-10,000	-11,291.01	-920.31	.00	1,291.01	112.9%
1013401 43400 DAMAGE REIMBURSEMENT	-11,000	-11,000	-40,234.71	-2,295.16	.00	29,234.71	365.8%
1013401 47000 MISCELLANEOUS REVENU	0	0	-480.00	.00	.00	480.00	100.0%
1013801 47250 G2232 CONTRIBUTION FR	0	-300,000	-300,000.00	.00	.00	.00	100.0%
1013801 47250 M2211 CONTRIBUTION FR	0	-1,000,000	-1,000,000.00	.00	.00	.00	100.0%
1014101 41450 CANNABIS PERMIT RENE	0	0	-41,118.00	-13,706.00	.00	41,118.00	100.0%
1014101 41500 OTHER LICENSE & PERM	-20,000	-20,000	-88,345.63	-3,809.53	.00	68,345.63	441.7%
1014101 43030 GENERAL PLAN MAINTEN	-250,000	-250,000	.00	.00	.00	-250,000.00	.0%
1014101 43030 M1404 GENERAL PLAN MA	0	0	-629,736.00	-38,762.16	.00	629,736.00	100.0%
1014101 43040 ZONING-SUB FEES STAN	-500,000	-500,000	-299,582.30	-25,659.78	.00	-200,417.70	59.9%
1014101 43050 PLAN CHECK FEES	0	0	-.01	.00	.00	.01	100.0%
1014101 43060 MISC PLANNING FEES	-23,000	-23,000	-14,360.00	-580.00	.00	-8,640.00	62.4%
1014101 43260 MISCELLANEOUS FEES	-2,331	-2,331	-7,686.67	-54.90	.00	5,355.67	329.8%
1014101 47700 OTHER REIMBURSEMENTS	-200,000	-200,000	-59,617.55	-47,129.71	.00	-140,382.45	29.8%
1014102 41000 BUILDING PERMIT FEES	-1,358,441	-979,548	-1,228,778.42	-108,410.31	.00	249,230.42	125.4%
1014102 41001 PLUMBING PERMIT FEES	0	-137,969	-150,491.33	-14,522.22	.00	12,522.33	109.1%
1014102 41002 ELECTRICAL PERMIT FE	0	-160,207	-211,192.41	-22,897.43	.00	50,985.41	131.8%
1014102 41003 HEATING/VENT PERMIT	0	-80,717	-82,834.14	-6,489.07	.00	2,117.14	102.6%
1014102 41500 OTHER LICENSE & PERM	-201,158	-201,158	-152,932.00	-19,080.00	.00	-48,226.00	76.0%
1014102 43011 INSPECTION FEES/TRAC	-680,000	-680,000	-442,497.57	-23,608.90	.00	-237,502.43	65.1%
1014102 43012 INSPECTION FEES/ENCR	-216,810	-216,810	-220,875.71	-15,026.25	.00	4,065.71	101.9%
1014102 43013 INSPECTOR OT REIMBUR	-40,000	-40,000	-78,091.60	-1,700.80	.00	38,091.60	195.2%
1014102 43014 INSPECTION FEES/ENER	-50,417	-50,417	-61,120.14	-3,669.37	.00	10,703.14	121.2%
1014102 43051 PLAN CHECK FEES/BLDG	-1,200,000	-1,200,000	-885,063.29	-68,706.42	.00	-314,936.71	73.8%
1014102 43052 PLAN CHECK FEES/ENGI	-400,000	-400,000	-763,748.85	-19,743.25	.00	363,748.85	190.9%
1014102 43053 PLAN CHECK FEES/ENER	-49,280	-49,280	-76,059.07	-3,119.11	.00	26,779.07	154.3%
1014102 43054 PLAN CHECK FEES/ELEC	-128,625	-128,625	-87,998.00	-11,123.53	.00	-40,627.00	68.4%
1014102 43055 PLAN CHECK FEES/MECH	-35,610	-35,610	-25,780.05	-2,339.57	.00	-9,829.95	72.4%
1014102 43056 PLAN CHECK FEES/PLUM	-67,650	-67,650	-46,076.77	-4,265.36	.00	-21,573.23	68.1%
1014102 43060 MISC PLANNING FEES	-3,842	-3,842	-640.36	.00	.00	-3,201.64	16.7%
1014102 43260 MISCELLANEOUS FEES	-132,000	-132,000	-103,250.89	-10,499.29	.00	-28,749.11	78.2%
1014102 47000 MISCELLANEOUS REVENU	0	0	-.01	.00	.00	.01	100.0%
1014102 47700 OTHER REIMBURSEMENTS	0	0	-20,448.46	-20,448.46	.00	20,448.46	100.0%
1014103 43010 INSPECTION FEES	0	0	-1,519.00	441.00	.00	1,519.00	100.0%
1014103 43250 MISCELLANEOUS FINES	-88,000	-88,000	278,836.68	.00	.00	-366,836.68	-316.9%
1014103 47000 MISCELLANEOUS REVENU	0	0	-46.42	.00	.00	46.42	100.0%
1015401 43260 MISCELLANEOUS FEES	0	0	-40.00	200.00	.00	40.00	100.0%
1015401 43300 RENTAL REVENUE (SHOR	-2,000	-2,000	-1,397.27	.00	.00	-602.73	69.9%
1015402 43250 MISCELLANEOUS FINES	-200	-200	-1,130.09	-148.75	.00	930.09	565.0%

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1015402 47700 OTHER REIMBURSEMENTS	-2,250	-2,250	-906.77	-249.01	.00	-1,343.23	40.3%
1015403 47000 MISCELLANEOUS REVENU	-2,500	-2,500	-3,362.78	-759.15	.00	862.78	134.5%
1015405 43250 MISCELLANEOUS FINES	0	0	-334.87	-38.90	.00	334.87	100.0%
1015405 47000 MISCELLANEOUS REVENU	-1,830	-1,830	-4,725.24	-484.52	.00	2,895.24	258.2%
1015405 47300 DONATIONS AND CONTRI	0	0	-10.00	.00	.00	10.00	100.0%
1015405 47700 OTHER REIMBURSEMENTS	-15,600	-15,600	-18,092.97	-4,149.34	.00	2,492.97	116.0%
1015501 43120 T0073 OTHER CONCESSIO	0	0	-202.50	.00	.00	202.50	100.0%
1015501 43300 RENTAL REVENUE (SHOR	-100,000	-100,000	-11,754.00	-1,260.00	.00	-88,246.00	11.8%
1015501 43300 T0061 RENTAL REVENUE	0	0	-68,784.36	-10,330.49	.00	68,784.36	100.0%
1015501 43300 T0062 RENTAL REVENUE	0	0	-17,132.25	-3,497.25	.00	17,132.25	100.0%
1015501 43300 T0078 RENTAL REVENUE	0	0	-400.00	.00	.00	400.00	100.0%
1015501 43300 T0083 RENTAL REVENUE	0	0	-11,097.93	-4,539.09	.00	11,097.93	100.0%
1015501 43300 T0092 RENTAL REVENUE	0	0	-4,512.73	-1,274.60	.00	4,512.73	100.0%
1015501 43310 LEASE REVENUE (LONG	-105,948	-105,948	.00	.00	.00	-105,948.00	.0%
1015501 43310 T0078 LEASE REVENUE (	0	0	-86,141.00	-8,614.10	.00	86,141.00	100.0%
1015501 44000 YOUTH ADULT SPORTS	-20,000	-20,000	.00	.00	.00	-20,000.00	.0%
1015501 44000 T0073 YOUTH ADULT SPO	0	0	-17,604.82	.00	.00	17,604.82	100.0%
1015501 44010 RECREATION CLASS FEE	-16,800	-16,800	.00	.00	.00	-16,800.00	.0%
1015501 44010 T0072 RECREATION CLAS	0	0	-588.25	.00	.00	588.25	100.0%
1015501 44010 T0075 RECREATION CLAS	0	0	-17,063.82	-1,503.68	.00	17,063.82	100.0%
1015501 44010 T0076 RECREATION CLAS	0	0	-1,311.59	-77.09	.00	1,311.59	100.0%
1015501 44020 SPECIAL EVENTS	-5,000	-5,000	.00	.00	.00	-5,000.00	.0%
1015501 44020 T0067 SPECIAL EVENTS	0	0	-27,539.19	-5,000.00	.00	27,539.19	100.0%
1015501 44020 T0156 SPECIAL EVENTS	0	0	-5,830.00	.00	.00	5,830.00	100.0%
1015501 44030 SEASONAL DAY CAMP	-15,000	-15,000	.00	.00	.00	-15,000.00	.0%
1015501 44030 T0080 SEASONAL DAY CA	0	0	-9,782.64	.00	.00	9,782.64	100.0%
1015501 49300 TRANSFERS IN	-85,735	0	.00	.00	.00	.00	.0%
1015501 49940 M1910 TRANSFER IN - M	0	-85,735	.00	.00	.00	-85,735.00	.0%
1015502 44000 YOUTH ADULT SPORTS	-22,000	-22,000	.00	.00	.00	-22,000.00	.0%
1015502 44000 T0090 YOUTH ADULT SPO	0	0	-48,418.84	-1,290.00	.00	48,418.84	100.0%
1015502 44020 SPECIAL EVENTS	-117,912	-117,912	.00	.00	.00	-117,912.00	.0%
1015502 44020 T0068 SPECIAL EVENTS	0	0	-170,646.82	-9,789.29	.00	170,646.82	100.0%
1015502 49300 TRANSFERS IN	-107,673	0	.00	.00	.00	.00	.0%
1015502 49940 M1911 TRANSFER IN - M	0	-107,673	.00	.00	.00	-107,673.00	.0%
1015503 43300 RENTAL REVENUE (SHOR	-2,000	-2,000	.00	.00	.00	-2,000.00	.0%
1015503 44020 SPECIAL EVENTS	-2,500	-2,500	300.00	.00	.00	-2,800.00	-12.0%
1015503 44020 T0063 SPECIAL EVENTS	0	0	-3,378.44	-75.55	.00	3,378.44	100.0%
1015503 44020 T0065 SPECIAL EVENTS	0	0	-2,680.00	.00	.00	2,680.00	100.0%
1015503 47000 MISCELLANEOUS REVENU	-14,000	-14,000	-11,913.00	-1,083.00	.00	-2,087.00	85.1%
1015503 47300 DONATIONS AND CONTRI	0	0	-1,575.00	.00	.00	1,575.00	100.0%
1015511 44020 SPECIAL EVENTS	-56,000	-56,000	-2,800.00	-700.00	.00	-53,200.00	5.0%
1015511 44020 T0066 SPECIAL EVENTS	0	0	-700.00	.00	.00	700.00	100.0%
1015511 47000 MISCELLANEOUS REVENU	-6,000	-6,000	-2,716.59	.00	.00	-3,283.41	45.3%
1015511 49000 TRANSFERS IN (CITY L	-76,000	-76,000	-19,032.00	.00	.00	-56,968.00	25.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1015511 49300 TRANSFERS IN	-1,321,263	0	-1,101,052.50	-110,105.25	.00	1,101,052.50	100.0%
1015511 49940 M1103 TRANSFER IN - M	0	-1,321,263	.00	.00	.00	-1,321,263.00	.0%
1018101 47000 MISCELLANEOUS REVENU	0	0	-3,700.00	-200.00	.00	3,700.00	100.0%
1018104 43260 MISCELLANEOUS FEES	0	0	-56,582.66	-10,219.64	.00	56,582.66	100.0%
1018104 47000 MISCELLANEOUS REVENU	0	0	-1,083.54	.00	.00	1,083.54	100.0%
TOTAL GENERAL FUND	-223,970,108	-225,773,013	-154,174,588.52	-14,616,540.63	.00	-71,598,424.48	68.3%
TOTAL REVENUES	-223,970,108	-225,773,013	-154,174,588.52	-14,616,540.63	.00	-71,598,424.48	
104 HALF CENT SALES TAX - MEAS O							
1041001 40200 SALES TAX REVENUE	-19,459,000	-19,459,000	-12,382,962.02	-1,338,762.87	.00	-7,076,037.98	63.6%
1041001 47000 MISCELLANEOUS REVENU	0	0	-5,759.77	.00	.00	5,759.77	100.0%
1041001 47100 INTEREST INC- INVEST	-93,389	-93,389	-383,329.59	-144,711.34	.00	289,940.59	410.5%
1041001 49500 PRINCIPAL PAYMENTS R	-1,768,016	-1,768,016	.00	.00	.00	-1,768,016.00	.0%
1041001 49510 INTEREST PAYMENTS -	-107,673	-107,673	.00	.00	.00	-107,673.00	.0%
TOTAL HALF CENT SALES TAX - MEAS	-21,428,078	-21,428,078	-12,772,051.38	-1,483,474.21	.00	-8,656,026.62	59.6%
TOTAL REVENUES	-21,428,078	-21,428,078	-12,772,051.38	-1,483,474.21	.00	-8,656,026.62	
114 STORM WATER MANAGEMENT FUND							
1141001 49300 TRANSFERS IN	-1,116,778	0	.00	.00	.00	.00	.0%
1141001 49910 TRANSFER IN - STORM	0	-1,116,778	-837,583.50	.00	.00	-279,194.50	75.0%
1143501 46200 SPECIAL ASSMNT REV-O	-331,445	-331,445	.00	.00	.00	-331,445.00	.0%
1143501 47700 OTHER REIMBURSEMENTS	-2,000	-2,000	-600.00	.00	.00	-1,400.00	30.0%
TOTAL STORM WATER MANAGEMENT FUND	-1,450,223	-1,450,223	-838,183.50	.00	.00	-612,039.50	57.8%
TOTAL REVENUES	-1,450,223	-1,450,223	-838,183.50	.00	.00	-612,039.50	
119 PUBLIC SAFETY RETIREMENT FUND							
1191001 40160 PUBLIC SAFETY PROPER	-14,591,225	-14,591,225	-8,926,843.12	.00	.00	-5,664,381.88	61.2%
TOTAL PUBLIC SAFETY RETIREMENT FU	-14,591,225	-14,591,225	-8,926,843.12	.00	.00	-5,664,381.88	61.2%
TOTAL REVENUES	-14,591,225	-14,591,225	-8,926,843.12	.00	.00	-5,664,381.88	
120 MAINT ASSMNT DIST							
20001001 47100 INTEREST INC- INVES	-6,760	0	.00	.00	.00	.00	.0%

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120	MAINT ASSMNT DIST	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
20003801 47000	MISCELLANEOUS REVEN	0	0	-4,871.24	.00	.00	4,871.24	100.0%
20003801 47100	INTEREST INC- INVES	0	-6,760	9,466.06	4,830.47	.00	-16,226.06	-140.0%
20003801 49000	TRANSFERS IN (CITY	-1,710,179	-1,710,179	-563,529.87	.00	.00	-1,146,649.13	33.0%
20301001 47000	MISCELLANEOUS REVEN	0	0	-2,741.94	.00	.00	2,741.94	100.0%
20301001 49300	TRANSFERS IN	-2,710	0	.00	.00	.00	.00	.0%
20303304 47100	INTEREST INC- INVES	-1,056	0	.00	.00	.00	.00	.0%
20303801 46100	SPECIAL ASSMNT REV-	-5,122	-5,122	-403.34	.00	.00	-4,718.35	7.9%
20303801 47100	INTEREST INC- INVES	0	-1,056	-2,796.60	-818.55	.00	1,740.60	264.8%
20303801 49920	TRANSFER IN - SP. D	0	-2,710	-2,032.50	.00	.00	-677.50	75.0%
21001001 47000	MISCELLANEOUS REVEN	0	0	-851.23	.00	.00	851.23	100.0%
21001001 49300	TRANSFERS IN	-790	0	.00	.00	.00	.00	.0%
21003304 47100	INTEREST INC- INVES	-150	0	.00	.00	.00	.00	.0%
21003801 46100	SPECIAL ASSMNT REV-	-22,152	-22,152	-11,574.75	.00	.00	-10,577.63	52.3%
21003801 47100	INTEREST INC- INVES	0	-150	-527.56	-184.88	.00	377.56	351.7%
21003801 49920	TRANSFER IN - SP. D	0	-790	-592.50	.00	.00	-197.50	75.0%
21101001 47000	MISCELLANEOUS REVEN	0	0	-323.70	.00	.00	323.70	100.0%
21101001 49300	TRANSFERS IN	-1,083	0	.00	.00	.00	.00	.0%
21103304 47100	INTEREST INC- INVES	-7	0	.00	.00	.00	.00	.0%
21103801 46100	SPECIAL ASSMNT REV-	-6,990	-6,990	-3,747.79	.00	.00	-3,242.21	53.6%
21103801 47100	INTEREST INC- INVES	0	-7	16.33	5.17	.00	-23.33	-233.3%
21103801 49920	TRANSFER IN - SP. D	0	-1,083	-812.25	.00	.00	-270.75	75.0%
21201001 47000	MISCELLANEOUS REVEN	0	0	-81.86	.00	.00	81.86	100.0%
21201001 49300	TRANSFERS IN	-619	0	.00	.00	.00	.00	.0%
21203304 47100	INTEREST INC- INVES	-103	0	.00	.00	.00	.00	.0%
21203801 46100	SPECIAL ASSMNT REV-	-5,873	-5,873	-3,612.69	.00	.00	-2,260.26	61.5%
21203801 47100	INTEREST INC- INVES	0	-103	-674.10	-227.06	.00	571.10	654.5%
21203801 49920	TRANSFER IN - SP. D	0	-619	-464.25	.00	.00	-154.75	75.0%
21301001 47000	MISCELLANEOUS REVEN	0	0	-410.54	.00	.00	410.54	100.0%
21301001 49300	TRANSFERS IN	-3,305	0	.00	.00	.00	.00	.0%
21303304 47100	INTEREST INC- INVES	-158	0	.00	.00	.00	.00	.0%
21303801 46100	SPECIAL ASSMNT REV-	-11,082	-11,082	-4,284.52	.00	.00	-6,797.65	38.7%
21303801 47100	INTEREST INC- INVES	0	-158	-546.39	-195.49	.00	388.39	345.8%
21303801 49920	TRANSFER IN - SP. D	0	-3,305	-2,478.75	.00	.00	-826.25	75.0%
21401001 47000	MISCELLANEOUS REVEN	0	0	-503.44	.00	.00	503.44	100.0%
21401001 49300	TRANSFERS IN	-4,516	0	.00	.00	.00	.00	.0%
21403304 47100	INTEREST INC- INVES	-288	0	.00	.00	.00	.00	.0%
21403801 46100	SPECIAL ASSMNT REV-	-16,378	-16,378	-8,899.52	.00	.00	-7,478.27	54.3%
21403801 47100	INTEREST INC- INVES	0	-288	-863.92	-302.83	.00	575.92	300.0%
21403801 49920	TRANSFER IN - SP. D	0	-4,516	-3,387.00	.00	.00	-1,129.00	75.0%
21601001 47000	MISCELLANEOUS REVEN	0	0	-157.65	.00	.00	157.65	100.0%
21601001 49300	TRANSFERS IN	-8,146	0	.00	.00	.00	.00	.0%
21603304 47100	INTEREST INC- INVES	-153	0	.00	.00	.00	.00	.0%
21603801 46100	SPECIAL ASSMNT REV-	-3,893	-3,893	-410.38	.00	.00	-3,482.80	10.5%
21603801 47100	INTEREST INC- INVES	0	-153	-550.60	-185.34	.00	397.60	359.9%

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21603801	49920	TRANSFER IN - SP. D	0	-8,146	-6,109.50	.00	.00	-2,036.50	75.0%
22301001	47000	MISCELLANEOUS REVEN	0	0	-28.98	.00	.00	28.98	100.0%
22301001	49300	TRANSFERS IN	-2,200	0	.00	.00	.00	.00	.0%
22303304	47100	INTEREST INC- INVES	-27	0	.00	.00	.00	.00	.0%
22303801	46100	SPECIAL ASSMNT REV-	-5,588	-5,588	-3,297.60	.00	.00	-2,290.40	59.0%
22303801	47100	INTEREST INC- INVES	0	-27	-157.22	-61.65	.00	130.22	582.3%
22303801	49920	TRANSFER IN - SP. D	0	-2,200	-1,650.00	.00	.00	-550.00	75.0%
22401001	47000	MISCELLANEOUS REVEN	0	0	-171.10	.00	.00	171.10	100.0%
22401001	49300	TRANSFERS IN	-7,182	0	.00	.00	.00	.00	.0%
22403304	47100	INTEREST INC- INVES	-97	0	.00	.00	.00	.00	.0%
22403801	46100	SPECIAL ASSMNT REV-	-18,300	-18,300	-9,973.50	.00	.00	-8,326.50	54.5%
22403801	47100	INTEREST INC- INVES	0	-97	-539.12	-202.06	.00	442.12	555.8%
22403801	49920	TRANSFER IN - SP. D	0	-7,182	-5,386.50	.00	.00	-1,795.50	75.0%
22501001	47000	MISCELLANEOUS REVEN	0	0	-201.91	.00	.00	201.91	100.0%
22501001	49300	TRANSFERS IN	-508	0	.00	.00	.00	.00	.0%
22503304	47100	INTEREST INC- INVES	-161	0	.00	.00	.00	.00	.0%
22503801	46100	SPECIAL ASSMNT REV-	-19,365	-19,365	-9,113.02	.00	.00	-10,251.66	47.1%
22503801	47100	INTEREST INC- INVES	0	-161	-582.47	-206.18	.00	421.47	361.8%
22503801	49920	TRANSFER IN - SP. D	0	-508	-381.00	.00	.00	-127.00	75.0%
22701001	47000	MISCELLANEOUS REVEN	0	0	-182.61	.00	.00	182.61	100.0%
22701001	49300	TRANSFERS IN	-13,019	0	.00	.00	.00	.00	.0%
22703304	47100	INTEREST INC- INVES	-198	0	.00	.00	.00	.00	.0%
22703801	46100	SPECIAL ASSMNT REV-	-5,864	-5,864	-2,209.48	.00	.00	-3,654.19	37.7%
22703801	47100	INTEREST INC- INVES	0	-198	-572.76	-204.47	.00	374.76	289.3%
22703801	49920	TRANSFER IN - SP. D	0	-13,019	-9,764.25	.00	.00	-3,254.75	75.0%
22801001	47000	MISCELLANEOUS REVEN	0	0	-329.25	.00	.00	329.25	100.0%
22801001	49300	TRANSFERS IN	-2,504	0	.00	.00	.00	.00	.0%
22803304	47100	INTEREST INC- INVES	-1,015	0	.00	.00	.00	.00	.0%
22803801	46100	SPECIAL ASSMNT REV-	-45,162	-45,162	-19,109.18	.00	.00	-26,052.72	42.3%
22803801	47100	INTEREST INC- INVES	0	-1,015	-2,267.20	-711.74	.00	1,252.20	223.4%
22803801	49920	TRANSFER IN - SP. D	0	-2,504	-1,878.00	.00	.00	-626.00	75.0%
23001001	49300	TRANSFERS IN	-1,827	0	.00	.00	.00	.00	.0%
23003304	47100	INTEREST INC- INVES	-839	0	.00	.00	.00	.00	.0%
23003801	46100	SPECIAL ASSMNT REV-	-10,786	-10,786	-1,795.19	.00	.00	-8,990.41	16.6%
23003801	47100	INTEREST INC- INVES	0	-839	-1,963.46	-642.54	.00	1,124.46	234.0%
23003801	49920	TRANSFER IN - SP. D	0	-1,827	-1,370.25	.00	.00	-456.75	75.0%
23101001	47000	MISCELLANEOUS REVEN	0	0	-1,662.80	.00	.00	1,662.80	100.0%
23101001	49300	TRANSFERS IN	-6,654	0	.00	.00	.00	.00	.0%
23103304	47100	INTEREST INC- INVES	-211	0	.00	.00	.00	.00	.0%
23103801	46100	SPECIAL ASSMNT REV-	-98,997	-98,997	-52,260.24	.00	.00	-46,736.80	52.8%
23103801	47100	INTEREST INC- INVES	0	-211	-808.50	-340.42	.00	597.50	383.2%
23103801	49920	TRANSFER IN - SP. D	0	-6,654	-4,990.50	.00	.00	-1,663.50	75.0%
23201001	47000	MISCELLANEOUS REVEN	0	0	-252.89	.00	.00	252.89	100.0%
23201001	49300	TRANSFERS IN	-3,407	0	.00	.00	.00	.00	.0%

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23203304 47100	INTEREST INC- INVES	-489	0	.00	.00	.00	.00	.0%
23203801 46100	SPECIAL ASSMNT REV-	-2,268	-2,268	-7.56	.00	.00	-2,260.80	.3%
23203801 47100	INTEREST INC- INVES	0	-489	-1,278.15	-412.38	.00	789.15	261.4%
23203801 49920	TRANSFER IN - SP. D	0	-3,407	-2,555.25	.00	.00	-851.75	75.0%
23301001 47000	MISCELLANEOUS REVEN	0	0	-319.23	.00	.00	319.23	100.0%
23301001 49300	TRANSFERS IN	-1,498	0	.00	.00	.00	.00	.0%
23303304 47100	INTEREST INC- INVES	-542	0	.00	.00	.00	.00	.0%
23303801 46100	SPECIAL ASSMNT REV-	-30,435	-30,435	-15,260.96	.00	.00	-15,173.95	50.1%
23303801 47100	INTEREST INC- INVES	0	-542	-1,310.19	-431.60	.00	768.19	241.7%
23303801 49920	TRANSFER IN - SP. D	0	-1,498	-1,123.50	.00	.00	-374.50	75.0%
23401001 47000	MISCELLANEOUS REVEN	0	0	-921.52	.00	.00	921.52	100.0%
23401001 49300	TRANSFERS IN	-4,413	0	.00	.00	.00	.00	.0%
23403304 47100	INTEREST INC- INVES	-755	0	.00	.00	.00	.00	.0%
23403304 49300	TRANSFERS IN	-3,470	0	.00	.00	.00	.00	.0%
23403801 46100	SPECIAL ASSMNT REV-	-60,490	-60,490	-27,915.84	.00	.00	-32,573.85	46.1%
23403801 47100	INTEREST INC- INVES	0	-755	-1,863.53	-623.93	.00	1,108.53	246.8%
23403801 49300	TRANSFERS IN	0	-3,470	-2,602.50	.00	.00	-867.50	75.0%
23403801 49920	TRANSFER IN - SP. D	0	-4,413	-3,309.75	.00	.00	-1,103.25	75.0%
23601001 47000	MISCELLANEOUS REVEN	0	0	-1,362.56	.00	.00	1,362.56	100.0%
23601001 49300	TRANSFERS IN	-24,176	0	.00	.00	.00	.00	.0%
23603304 47100	INTEREST INC- INVES	-1,033	0	.00	.00	.00	.00	.0%
23603801 46100	SPECIAL ASSMNT REV-	-95,231	-95,231	-44,218.02	.00	.00	-51,013.32	46.4%
23603801 47100	INTEREST INC- INVES	0	-1,033	-2,444.53	-777.58	.00	1,411.53	236.6%
23603801 49920	TRANSFER IN - SP. D	0	-24,176	-18,132.00	.00	.00	-6,044.00	75.0%
23701001 47000	MISCELLANEOUS REVEN	0	0	-216.82	.00	.00	216.82	100.0%
23701001 49300	TRANSFERS IN	-46,057	0	.00	.00	.00	.00	.0%
23703304 47100	INTEREST INC- INVES	-902	0	.00	.00	.00	.00	.0%
23703801 46100	SPECIAL ASSMNT REV-	-1,103	-1,103	-1,128.75	.00	.00	26.25	102.4%
23703801 47100	INTEREST INC- INVES	0	-902	-2,962.85	-1,050.08	.00	2,060.85	328.5%
23703801 49920	TRANSFER IN - SP. D	0	-46,057	-34,542.75	.00	.00	-11,514.25	75.0%
23801001 47000	MISCELLANEOUS REVEN	0	0	-1,335.95	.00	.00	1,335.95	100.0%
23801001 49300	TRANSFERS IN	-5,048	0	.00	.00	.00	.00	.0%
23803304 47100	INTEREST INC- INVES	-832	0	.00	.00	.00	.00	.0%
23803801 46100	SPECIAL ASSMNT REV-	-72,617	-72,617	-34,505.46	.00	.00	-38,111.72	47.5%
23803801 47100	INTEREST INC- INVES	0	-832	-2,025.27	-618.41	.00	1,193.27	243.4%
23803801 49920	TRANSFER IN - SP. D	0	-5,048	-3,786.00	.00	.00	-1,262.00	75.0%
23901001 47000	MISCELLANEOUS REVEN	0	0	-3,521.95	.00	.00	3,521.95	100.0%
23901001 49300	TRANSFERS IN	-46,858	0	.00	.00	.00	.00	.0%
23903304 47100	INTEREST INC- INVES	-1,104	0	.00	.00	.00	.00	.0%
23903801 46100	SPECIAL ASSMNT REV-	-45,638	-45,638	-17,653.27	.00	.00	-27,984.37	38.7%
23903801 47100	INTEREST INC- INVES	0	-1,104	-3,569.18	-1,227.90	.00	2,465.18	323.3%
23903801 49300	TRANSFERS IN	0	0	-3,741.00	.00	.00	3,741.00	100.0%
23903801 49920	TRANSFER IN - SP. D	0	-46,858	-35,143.50	.00	.00	-11,714.50	75.0%
23911001 49300	TRANSFERS IN	-9,470	0	.00	.00	.00	.00	.0%

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23913304 47100	INTEREST INC- INVES	-438	0	.00	.00	.00	.00	.0%
23913801 46100	SPECIAL ASSMNT REV-	-16,023	-16,023	.00	.00	.00	-16,023.29	.0%
23913801 47000	MISCELLANEOUS REVEN	0	0	-285.60	.00	.00	285.60	100.0%
23913801 47100	INTEREST INC- INVES	0	-438	-1,027.21	-334.79	.00	589.21	234.5%
23913801 49300	TRANSFERS IN	0	0	-1,359.00	.00	.00	1,359.00	100.0%
23913801 49920	TRANSFER IN - SP. D	0	-9,470	-7,102.50	.00	.00	-2,367.50	75.0%
24001001 47000	MISCELLANEOUS REVEN	0	0	-856.86	.00	.00	856.86	100.0%
24001001 49300	TRANSFERS IN	-3,377	0	.00	.00	.00	.00	.0%
24003304 47100	INTEREST INC- INVES	-1,284	0	.00	.00	.00	.00	.0%
24003801 46100	SPECIAL ASSMNT REV-	-30,711	-30,711	-13,457.50	.00	.00	-17,253.61	43.8%
24003801 47100	INTEREST INC- INVES	0	-1,284	-3,283.98	-1,060.13	.00	1,999.98	255.8%
24003801 49920	TRANSFER IN - SP. D	0	-3,377	-2,532.75	.00	.00	-844.25	75.0%
24101001 47000	MISCELLANEOUS REVEN	0	0	-422.47	.00	.00	422.47	100.0%
24101001 49300	TRANSFERS IN	-1,432	0	.00	.00	.00	.00	.0%
24103304 47100	INTEREST INC- INVES	-417	0	.00	.00	.00	.00	.0%
24103801 46100	SPECIAL ASSMNT REV-	-15,211	-15,211	-6,200.14	.00	.00	-9,010.50	40.8%
24103801 47100	INTEREST INC- INVES	0	-417	-1,317.96	-413.09	.00	900.96	316.1%
24103801 49920	TRANSFER IN - SP. D	0	-1,432	-1,074.00	.00	.00	-358.00	75.0%
24201001 47000	MISCELLANEOUS REVEN	0	0	-778.74	.00	.00	778.74	100.0%
24201001 49300	TRANSFERS IN	-21,434	0	.00	.00	.00	.00	.0%
24203304 47100	INTEREST INC- INVES	-2,994	0	.00	.00	.00	.00	.0%
24203801 46100	SPECIAL ASSMNT REV-	-11,232	-11,232	-2,125.92	.00	.00	-9,106.19	18.9%
24203801 47100	INTEREST INC- INVES	0	-2,994	-7,055.22	-2,208.06	.00	4,061.22	235.6%
24203801 49920	TRANSFER IN - SP. D	0	-21,434	-16,075.50	.00	.00	-5,358.50	75.0%
24301001 47000	MISCELLANEOUS REVEN	0	0	-565.22	.00	.00	565.22	100.0%
24301001 49300	TRANSFERS IN	-4,424	0	.00	.00	.00	.00	.0%
24303304 47100	INTEREST INC- INVES	-1,876	0	.00	.00	.00	.00	.0%
24303801 46100	SPECIAL ASSMNT REV-	-5,595	-5,595	-48.12	.00	.00	-5,546.43	.9%
24303801 47100	INTEREST INC- INVES	0	-1,876	-5,234.22	-1,624.01	.00	3,358.22	279.0%
24303801 49920	TRANSFER IN - SP. D	0	-4,424	-3,318.00	.00	.00	-1,106.00	75.0%
24603801 46100	SPECIAL ASSMNT REV-	-40,947	-40,947	-16,213.58	.00	.00	-24,733.25	39.6%
24603801 47100	INTEREST INC- INVES	-1	-1	-4,493.24	-1,344.72	.00	4,492.24	*******%
24603801 49300	TRANSFERS IN	-10,298	0	.00	.00	.00	.00	.0%
24603801 49920	TRANSFER IN - SP. D	0	-10,298	-7,723.50	.00	.00	-2,574.50	75.0%
24703801 46100	SPECIAL ASSMNT REV-	-14,531	-14,531	-3,810.29	.00	.00	-10,720.91	26.2%
24703801 47100	INTEREST INC- INVES	29	29	-2,615.23	-850.47	.00	2,644.23	-9018.0%
24703801 49300	TRANSFERS IN	-2,539	0	.00	.00	.00	.00	.0%
24703801 49920	TRANSFER IN - SP. D	0	-2,539	-1,904.25	.00	.00	-634.75	75.0%
24903801 46100	SPECIAL ASSMNT REV-	-22,075	-22,075	-11,667.95	.00	.00	-10,406.55	52.9%
24903801 47100	INTEREST INC- INVES	-44	-44	1,268.04	417.73	.00	-1,312.04	-2881.9%
24903801 49300	TRANSFERS IN	-221	0	.00	.00	.00	.00	.0%
24903801 49920	TRANSFER IN - SP. D	0	-221	-165.75	.00	.00	-55.44	74.9%
25003801 46100	SPECIAL ASSMNT REV-	-9,539	-9,539	-4,375.80	.00	.00	-5,163.68	45.9%
25003801 47100	INTEREST INC- INVES	-25	-25	-633.20	-239.05	.00	608.20	2532.8%

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25003801 49300	TRANSFERS IN	-21,959	0	.00	.00	.00	.00	.0%
25003801 49920	TRANSFER IN - SP. D	0	-21,959	-16,469.25	.00	.00	-5,490.07	75.0%
25103801 46100	SPECIAL ASSMNT REV-	-2,924	-2,924	-5,868.72	.00	.00	2,945.07	200.7%
25103801 47100	INTEREST INC- INVES	79	79	-6,733.69	-2,107.55	.00	6,812.69	-8523.7%
25103801 49300	TRANSFERS IN	-17,938	0	.00	.00	.00	.00	.0%
25103801 49920	TRANSFER IN - SP. D	0	-17,938	-13,453.50	.00	.00	-4,484.57	75.0%
25203801 46100	SPECIAL ASSMNT REV-	-7,160	-7,160	-210.24	.00	.00	-6,949.78	2.9%
25203801 47100	INTEREST INC- INVES	-10	-10	-5,346.53	-1,811.85	.00	5,336.53	*******%
25203801 49300	TRANSFERS IN	-4,951	0	.00	.00	.00	.00	.0%
25203801 49920	TRANSFER IN - SP. D	0	-4,951	-3,713.25	.00	.00	-1,237.28	75.0%
25303801 46100	SPECIAL ASSMNT REV-	-1,034	-1,034	-289.53	.00	.00	-743.99	28.0%
25303801 47100	INTEREST INC- INVES	2	2	-181.54	-57.89	.00	183.54	-9077.0%
25303801 49300	TRANSFERS IN	-158	0	.00	.00	.00	.00	.0%
25303801 49920	TRANSFER IN - SP. D	0	-158	-118.50	.00	.00	-39.55	75.0%
25403801 46100	SPECIAL ASSMNT REV-	-7,479	-7,479	-4,088.95	.00	.00	-3,390.33	54.7%
25403801 47100	INTEREST INC- INVES	8	8	-1,358.79	-539.53	.00	1,366.79	*******%
25403801 49300	TRANSFERS IN	-48,915	0	.00	.00	.00	.00	.0%
25403801 49920	TRANSFER IN - SP. D	0	-48,915	-36,686.25	.00	.00	-12,228.30	75.0%
25503801 46100	SPECIAL ASSMNT REV-	-35,105	-35,105	-18,408.30	.00	.00	-16,696.31	52.4%
25503801 47100	INTEREST INC- INVES	-55	-55	-904.10	-316.45	.00	849.10	1643.8%
25503801 49300	TRANSFERS IN	-1,214	0	.00	.00	.00	.00	.0%
25503801 49920	TRANSFER IN - SP. D	0	-1,214	-910.50	.00	.00	-303.01	75.0%
25803801 46100	SPECIAL ASSMNT REV-	-3,368	-3,368	-114.48	.00	.00	-3,253.56	3.4%
25803801 47100	INTEREST INC- INVES	15	15	-2,936.24	-976.37	.00	2,951.24	*******%
25803801 49300	TRANSFERS IN	-21,519	0	.00	.00	.00	.00	.0%
25803801 49920	TRANSFER IN - SP. D	0	-21,519	-16,139.25	.00	.00	-5,379.59	75.0%
26003801 46100	SPECIAL ASSMNT REV-	-17,458	-17,458	-6,940.89	.00	.00	-10,517.53	39.8%
26003801 47100	INTEREST INC- INVES	-20	-20	-735.66	-229.73	.00	715.66	3678.3%
26003801 49300	TRANSFERS IN	-981	0	.00	.00	.00	.00	.0%
26003801 49920	TRANSFER IN - SP. D	0	-981	-736.00	.00	.00	-245.02	75.0%
30401001 47000	MISCELLANEOUS REVEN	0	0	-572.78	.00	.00	572.78	100.0%
30401001 49300	TRANSFERS IN	-12,037	0	.00	.00	.00	.00	.0%
30403304 47100	INTEREST INC- INVES	-236	0	.00	.00	.00	.00	.0%
30403801 46100	SPECIAL ASSMNT REV-	-39,446	-39,446	-22,104.70	.00	.00	-17,341.30	56.0%
30403801 47100	INTEREST INC- INVES	0	-236	-776.61	-334.46	.00	540.61	329.1%
30403801 49920	TRANSFER IN - SP. D	0	-12,037	-9,027.75	.00	.00	-3,009.25	75.0%
40101001 47000	MISCELLANEOUS REVEN	0	0	-3,268.62	.00	.00	3,268.62	100.0%
40103101 47100	INTEREST INC- INVES	-740	0	.00	.00	.00	.00	.0%
40103801 46100	SPECIAL ASSMNT REV-	0	-439,898	-193,688.74	.00	.00	-246,209.26	44.0%
40103801 47100	INTEREST INC- INVES	0	-740	-1,518.71	-956.98	.00	778.71	205.2%
40203101 47100	INTEREST INC- INVES	239	0	.00	.00	.00	.00	.0%
40203801 46100	SPECIAL ASSMNT REV-	0	-47,919	-95,838.00	.00	.00	47,919.00	200.0%
40203801 47100	INTEREST INC- INVES	0	239	964.92	281.33	.00	-725.92	403.7%
40203801 47300	DONATIONS AND CONTR	0	-15,446	-15,446.00	.00	.00	.00	100.0%

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50801001 47100 INTEREST INC- INVES	-580	0	.00	.00	.00	.00	.0%
50803801 47100 INTEREST INC- INVES	0	-580	.00	.00	.00	-580.00	.0%
60203304 47100 INTEREST INC- INVES	-9,138	0	.00	.00	.00	.00	.0%
60203801 46400 SP.ASSMNT MELLO-ROO	-559,848	-559,848	-320,839.63	.00	.00	-239,008.37	57.3%
60203801 47000 MISCELLANEOUS REVEN	0	0	-3,477.43	.00	.00	3,477.43	100.0%
60203801 47100 INTEREST INC- INVES	0	-9,138	-26,360.44	-9,620.69	.00	17,222.44	288.5%
60403801 46000 SPECIAL ASSMNT REV-	-1,172,111	-1,172,111	-607,046.51	.00	.00	-565,064.49	51.8%
60403801 47000 MISCELLANEOUS REVEN	0	0	-4,843.80	.00	.00	4,843.80	100.0%
60403801 47100 INTEREST INC- INVES	-20,287	-20,287	-61,594.81	-22,323.45	.00	41,307.81	303.6%
60503304 47000 MISCELLANEOUS REVEN	-13,410	0	-1,947.00	-994.50	.00	1,947.00	100.0%
60503801 46400 SP.ASSMNT MELLO-ROO	-3,072,565	-3,072,565	-1,684,328.85	.00	.00	-1,388,236.15	54.8%
60503801 47000 MISCELLANEOUS REVEN	0	-13,410	-39,373.80	.00	.00	25,963.80	293.6%
60503801 47100 INTEREST INC- INVES	-18,607	-18,607	-42,298.43	-16,826.49	.00	23,691.43	227.3%
60603801 47100 INTEREST INC- INVES	-3,147	-3,147	-9,550.02	-3,284.66	.00	6,403.02	303.5%
60703801 46000 SPECIAL ASSMNT REV-	-311,111	-311,111	.00	.00	.00	-311,111.00	.0%
60703801 47100 INTEREST INC- INVES	-1,043	-1,043	-4,502.21	-1,326.83	.00	3,459.21	431.7%
60803801 46100 SPECIAL ASSMNT REV-	0	0	-220,113.96	.00	.00	220,113.96	100.0%
TOTAL MAINT ASSMNT DIST	-8,152,700	-8,655,963	-4,656,768.51	-73,672.14	.00	-3,999,194.49	53.8%
TOTAL REVENUES	-8,152,700	-8,655,963	-4,656,768.51	-73,672.14	.00	-3,999,194.49	
181 STATE GAS TAX FUND							
1811001 42100 GAS TAX - HUTA SEC 2	-1,998,207	-1,998,207	-1,391,188.53	-108,448.66	.00	-607,018.47	69.6%
1811001 42110 GAS TAX - HUTA SEC 2	-1,323,218	-1,323,218	-913,289.92	-99,577.13	.00	-409,928.08	69.0%
1811001 42120 GAS TAX - HUTA SEC 2	-832,439	-832,439	-582,988.48	-60,898.58	.00	-249,450.52	70.0%
1811001 42130 GAS TAX - HUTA SEC 2	-1,589,361	-1,589,361	-1,226,767.70	-138,074.33	.00	-362,593.30	77.2%
1811001 42140 GAS TAX - HUTA SEC 2	-10,000	-10,000	-10,000.00	.00	.00	.00	100.0%
1811001 47000 MISCELLANEOUS REVENU	0	0	-55.15	.00	.00	55.15	100.0%
1811001 47100 INTEREST INC- INVEST	37,764	37,764	14,811.07	12,402.21	.00	22,952.93	39.2%
1811001 47110 OTHER INTEREST INCOM	0	0	-4,402.01	.00	.00	4,402.01	100.0%
1813102 49000 M2001 TRANSFERS IN (L	0	0	-210,372.73	-27,897.10	.00	210,372.73	100.0%
1813401 47700 OTHER REIMBURSEMENTS	0	0	-5,241.95	-4,192.07	.00	5,241.95	100.0%
1813401 49000 TRANSFERS IN (CITY L	-856,036	-856,036	.00	.00	.00	-856,036.00	.0%
1813401 49000 C2205 TRANSFERS IN (L	0	0	-458.22	-458.22	.00	458.22	100.0%
1813401 49000 M2001 TRANSFERS IN (L	0	0	-209,532.22	-31,917.79	.00	209,532.22	100.0%
TOTAL STATE GAS TAX FUND	-6,571,497	-6,571,497	-4,539,485.84	-459,061.67	.00	-2,032,011.16	69.1%
TOTAL REVENUES	-6,571,497	-6,571,497	-4,539,485.84	-459,061.67	.00	-2,032,011.16	
182 TRAFFIC SAFETY FUND							
1821001 49300 TRANSFERS IN	-330,000	0	.00	.00	.00	.00	.0%

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182 TRAFFIC SAFETY FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1821001 49930 TRANSFER IN - TRAFFI	0	-330,000	-165,000.00	.00	.00	-165,000.00	50.0%
1823103 43220 VEHICLE CODE FINES	-247,128	-247,128	-207,391.06	-11,052.82	.00	-39,736.94	83.9%
1823103 47100 INTEREST INC- INVEST	-1,464	-1,464	-2,547.73	-1,194.85	.00	1,083.73	174.0%
TOTAL TRAFFIC SAFETY FUND	-578,592	-578,592	-374,938.79	-12,247.67	.00	-203,653.21	64.8%
TOTAL REVENUES	-578,592	-578,592	-374,938.79	-12,247.67	.00	-203,653.21	
185 ROAD MAINT & REHAB ACT FUND							
1851001 42200 RMRA (SB-1) - ROAD M	-4,984,811	-4,984,811	-3,372,402.58	-425,531.98	.00	-1,612,408.42	67.7%
1851001 47100 INTEREST INC- INVEST	-49,497	-49,497	-40,038.74	-27,339.78	.00	-9,458.26	80.9%
TOTAL ROAD MAINT & REHAB ACT FUND	-5,034,308	-5,034,308	-3,412,441.32	-452,871.76	.00	-1,621,866.68	67.8%
TOTAL REVENUES	-5,034,308	-5,034,308	-3,412,441.32	-452,871.76	.00	-1,621,866.68	
191 ASSET SEIZURE FUND - FED							
1912111 47100 INTEREST INC- INVEST	-1,514	-1,514	-3,393.04	-1,169.24	.00	1,879.04	224.1%
1912132 43240 ASSET SEIZURE	0	0	-1,694.70	.00	.00	1,694.70	100.0%
TOTAL ASSET SEIZURE FUND - FED	-1,514	-1,514	-5,087.74	-1,169.24	.00	3,573.74	336.0%
TOTAL REVENUES	-1,514	-1,514	-5,087.74	-1,169.24	.00	3,573.74	
192 ASSET SEIZURE FUND - STATE							
1922131 43240 ASSET SEIZURE	0	0	-31,897.07	-3,687.53	.00	31,897.07	100.0%
1922131 47100 INTEREST INC- INVEST	-1,333	-1,333	-2,982.36	-918.94	.00	1,649.36	223.7%
TOTAL ASSET SEIZURE FUND - STATE	-1,333	-1,333	-34,879.43	-4,606.47	.00	33,546.43	2616.6%
TOTAL REVENUES	-1,333	-1,333	-34,879.43	-4,606.47	.00	33,546.43	
200 FEDERAL GRANTS FUND							
2002131 48000 C2036 FEDERAL GRANTS	0	-300,120	-495.00	-495.00	.00	-299,625.00	.2%
2002131 48000 C2318 FEDERAL GRANTS	0	-107,007	.00	.00	.00	-107,007.00	.0%
2002131 48000 C2319 FEDERAL GRANTS	0	-99,611	.00	.00	.00	-99,611.00	.0%

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200 FEDERAL GRANTS FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
2002131 48000 C2417 FEDERAL GRANTS	0	-107,288	.00	.00	.00	-107,288.00	.0%
2002131 48000 G1801 FEDERAL GRANTS	0	-17,400	.00	.00	.00	-17,400.00	.0%
2002131 48000 G1802 FEDERAL GRANTS	0	-17,857	-4,984.72	.00	.00	-12,872.04	27.9%
2002131 48000 G1902 FEDERAL GRANTS	0	-46,649	71,075.29	.00	.00	-117,724.00	-152.4%
2002131 48000 G1903 FEDERAL GRANTS	0	-15,594	.00	.00	.00	-15,594.00	.0%
2002131 48000 G2002 FEDERAL GRANTS	0	-31,037	.00	.00	.00	-31,037.00	.0%
2002131 48000 G2003 FEDERAL GRANTS	0	-51,975	42,841.93	.00	.00	-94,817.36	-82.4%
2002131 48000 G2201 FEDERAL GRANTS	0	-9,848	-15,199.71	.00	.00	5,352.12	154.3%
2002501 48000 C2321 FEDERAL GRANTS	0	-96,608	.00	.00	.00	-96,608.37	.0%
2002501 48000 C2332 FEDERAL GRANTS	0	-100,000	.00	.00	.00	-100,000.00	.0%
2002501 48000 C2412 FEDERAL GRANTS	0	-132,109	.00	.00	.00	-132,109.09	.0%
2002501 48000 G2322 FEDERAL GRANTS	0	-98,351	.00	.00	.00	-98,350.90	.0%
2002501 48000 G2323 FEDERAL GRANTS	0	-66,136	.00	.00	.00	-66,136.36	.0%
2002501 48000 G2331 FEDERAL GRANTS	0	-2,179,011	155,762.24	.00	.00	-2,334,773.70	-7.1%
2002501 48000 G2340 FEDERAL GRANTS	0	0	-36,393.00	-36,393.00	.00	36,393.00	100.0%
2002501 48000 G2341 FEDERAL GRANTS	0	-10,000	.00	.00	.00	-10,000.00	.0%
2002501 48000 G2413 FEDERAL GRANTS	0	-350,657	.00	.00	.00	-350,656.66	.0%
2002501 48000 G2414 FEDERAL GRANTS	0	-196,091	.00	.00	.00	-196,090.90	.0%
2002501 48000 G2415 FEDERAL GRANTS	0	-195,060	.00	.00	.00	-195,060.00	.0%
2002501 48030 G1904 STATE GRANTS	0	-35,329	7,345.95	14,920.16	.00	-42,674.74	-20.8%
2002501 48030 G2005 STATE GRANTS	0	-220,765	.10	.00	.00	-220,765.09	.0%
2002501 48030 G2006 STATE GRANTS	0	-609,040	317,613.12	.00	.00	-926,653.10	-52.1%
2002501 48030 G2007 STATE GRANTS	0	-180,309	6,066.97	.00	.00	-186,375.99	-3.4%
2002501 48030 G2304 STATE GRANTS	0	-2,796	-2,746.11	.00	.00	-49.88	98.2%
2002501 48030 G2305 STATE GRANTS	0	-41,132	-41,132.00	.00	.00	.00	100.0%
2002501 49310 C2321 FEDERAL GRANTS-	0	-9,661	.00	.00	.00	-9,660.84	.0%
2002501 49310 G1904 FEDERAL GRANTS-	0	-1,565	.00	.00	.00	-1,565.00	.0%
2002501 49310 G2005 FEDERAL GRANTS-	0	-22,077	.00	.00	.00	-22,076.52	.0%
2002501 49310 G2007 FEDERAL GRANTS-	0	-9,016	.00	.00	.00	-9,015.61	.0%
2002501 49310 G2322 FEDERAL GRANTS-	0	-9,835	.00	.00	.00	-9,835.10	.0%
2002501 49310 G2323 FEDERAL GRANTS-	0	-6,614	.00	.00	.00	-6,613.64	.0%
2002501 49310 G2413 FEDERAL GRANTS-	0	-35,066	.00	.00	.00	-35,065.67	.0%
2002501 49310 G2414 FEDERAL GRANTS-	0	-19,609	.00	.00	.00	-19,609.10	.0%
2002501 49310 G2415 FEDERAL GRANTS-	0	-14,677	.00	.00	.00	-14,677.43	.0%
2002502 48000 G2339 FEDERAL GRANTS	0	-7,000	.00	.00	.00	-7,000.00	.0%
2003101 48000 C1306 FEDERAL GRANTS	0	-257,004	74,125.56	.00	.00	-331,129.84	-28.8%
2003101 48000 C1307 FEDERAL GRANTS	0	-2,544,994	56,486.40	.00	.00	-2,601,480.62	-2.2%
2003102 48000 C1302 FEDERAL GRANTS	0	-962,630	-354.12	.00	.00	-962,275.88	.0%
2003102 48000 C1304 FEDERAL GRANTS	0	-393,889	.00	.00	.00	-393,889.00	.0%
2003102 48000 C1305 FEDERAL GRANTS	0	-426,459	987,940.67	.00	.00	-1,414,399.47	-231.7%
2003102 48000 C1601 FEDERAL GRANTS	0	-281,348	.00	.00	.00	-281,348.00	.0%
2003102 48000 C1703 FEDERAL GRANTS	0	-1,196,564	64,164.11	-72,070.74	.00	-1,260,728.26	-5.4%
2003102 48000 C1801 FEDERAL GRANTS	0	-1,762,074	.00	.00	.00	-1,762,074.00	.0%
2003102 48000 C1808 FEDERAL GRANTS	0	0	33,188.61	.00	.00	-33,188.61	100.0%

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200 FEDERAL GRANTS FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
2003102 48000 C2206 FEDERAL GRANTS	0	-2,998,600	-150,747.50	-150,747.50	.00	-2,847,852.50	5.0%
2003102 48000 C2211 FEDERAL GRANTS	0	-216,671	.00	.00	.00	-216,671.00	.0%
2003600 48000 C2226 FEDERAL GRANTS	0	-500,000	.00	.00	.00	-500,000.00	.0%
2003610 48000 C2029 FEDERAL GRANTS	0	0	59,174.48	.00	.00	-59,174.48	100.0%
2003610 48000 C2201 FEDERAL GRANTS	0	-1,055,294	-503,412.64	-378,298.76	.00	-551,881.41	47.7%
2003610 48000 G2253 FEDERAL GRANTS	0	-156,878	-156,878.37	.00	.00	.00	100.0%
2003801 48000 C1901 FEDERAL GRANTS	0	-132,563	.00	.00	.00	-132,563.00	.0%
2005501 47300 G2401 DONATIONS AND C	-13,000	-13,000	-5,673.89	-156.54	.00	-7,326.11	43.6%
2005503 48200 G2401 FEDERAL PASS-TH	-151,980	-151,980	-121,514.84	-40,747.00	.00	-30,465.16	80.0%
TOTAL FEDERAL GRANTS FUND	-164,980	-18,502,848	836,253.53	-663,988.38	.00	-19,339,101.31	-4.5%
TOTAL REVENUES	-164,980	-18,502,848	836,253.53	-663,988.38	.00	-19,339,101.31	
201 CDGB FUND							
2018101 48010 FED GRANT PROGRAM IN	-100,000	-100,000	.00	.00	.00	-100,000.00	.0%
2018101 48020 CDBG REVENUE	-2,213,917	-8,456,442	-756,386.33	.00	.00	-7,700,055.51	8.9%
2018105 47000 MISCELLANEOUS REVENU	0	0	-9,328.96	-716.66	.00	9,328.96	100.0%
2018105 48010 FED GRANT PROGRAM IN	0	0	-159.24	.00	.00	159.24	100.0%
TOTAL CDGB FUND	-2,313,917	-8,556,442	-765,874.53	-716.66	.00	-7,790,567.31	9.0%
TOTAL REVENUES	-2,313,917	-8,556,442	-765,874.53	-716.66	.00	-7,790,567.31	
202 HOME FUND							
2028101 48000 FEDERAL GRANTS	-768,867	-3,982,545	51,913.97	.00	.00	-4,034,459.25	-1.3%
2028105 47000 MISCELLANEOUS REVENU	0	0	-38,661.26	-26,124.00	.00	38,661.26	100.0%
2028105 48010 FED GRANT PROGRAM IN	-100,000	-100,000	.00	.00	.00	-100,000.00	.0%
TOTAL HOME FUND	-868,867	-4,082,545	13,252.71	-26,124.00	.00	-4,095,797.99	-.3%
TOTAL REVENUES	-868,867	-4,082,545	13,252.71	-26,124.00	.00	-4,095,797.99	
203 EMERGENCY SHELTER FUND							
2038101 48000 FEDERAL GRANTS	-207,883	-779,703	-477,159.44	-425,245.47	.00	-302,543.55	61.2%
TOTAL EMERGENCY SHELTER FUND	-207,883	-779,703	-477,159.44	-425,245.47	.00	-302,543.55	61.2%
TOTAL REVENUES	-207,883	-779,703	-477,159.44	-425,245.47	.00	-302,543.55	
204 ARPA							

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204 ARPA	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
2041001 48000 FEDERAL GRANTS	0	-18,551,195	-22,902,786.44	.00	.00	4,351,591.91	123.5%
TOTAL ARPA	0	-18,551,195	-22,902,786.44	.00	.00	4,351,591.91	123.5%
TOTAL REVENUES	0	-18,551,195	-22,902,786.44	.00	.00	4,351,591.91	
210 STATE & LOCAL GRANTS FUND							
2102111 48030 G2239 STATE GRANTS	0	-131,814	.00	.00	.00	-131,813.96	.0%
2102111 48030 G2240 STATE GRANTS	0	-6,365	.00	.00	.00	-6,364.95	.0%
2102131 48030 C1843 STATE GRANTS	0	-677	-679.81	.00	.00	2.33	100.3%
2102131 48030 C2269 STATE GRANTS	0	-14,779	-14,778.49	.00	.00	-.17	100.0%
2102131 48030 C2316 STATE GRANTS	0	-216,921	-140,554.20	.00	.00	-76,366.36	64.8%
2102131 48030 C2324 STATE GRANTS	0	-152,352	.00	.00	.00	-152,352.00	.0%
2102131 48030 C2411 STATE GRANTS	0	-533,000	.00	.00	.00	-533,000.00	.0%
2102131 48030 C2418 STATE GRANTS	0	-308,975	.00	.00	.00	-308,975.00	.0%
2102131 48030 G1301 STATE GRANTS	0	-389,924	-598,006.30	-4,080.89	.00	208,082.58	153.4%
2102131 48030 G2001 STATE GRANTS	0	-4,261	-4,261.26	.00	.00	.43	100.0%
2102131 48030 G2107 STATE GRANTS	0	-25,650	-25,650.11	.00	.00	.14	100.0%
2102131 48030 G2108 STATE GRANTS	0	-129,086	.00	.00	.00	-129,085.90	.0%
2102131 48030 G2237 STATE GRANTS	0	-7,246	.00	.00	.00	-7,246.01	.0%
2102131 48030 G2238 STATE GRANTS	0	-20,886	.00	.00	.00	-20,886.00	.0%
2102131 48030 G2241 STATE GRANTS	0	-197,792	-16,604.94	.00	.00	-181,187.53	8.4%
2102131 48030 G2301 STATE GRANTS	0	-67,986	190,529.88	.00	.00	-258,516.35	-280.2%
2102131 48030 G2319 STATE GRANTS	0	-310,251	-310,250.80	.00	.00	.00	100.0%
2102131 48030 G2337 STATE GRANTS	0	-5,296	-3,815.36	.00	.00	-1,480.71	72.0%
2102131 48030 G2421 STATE GRANTS	0	-40,000	.00	.00	.00	-40,000.00	.0%
2102502 48030 C2270 STATE GRANTS	0	-1,863	-1,862.88	.00	.00	.00	100.0%
2103001 48030 G2333 STATE GRANTS	0	-99,978	.00	.00	.00	-99,978.00	.0%
2103102 48030 C1301 STATE GRANTS	0	-3,757,669	.00	.00	.00	-3,757,668.84	.0%
2103102 48030 C1801 STATE GRANTS	0	-40,755	.00	.00	.00	-40,755.00	.0%
2103102 48030 C1802 STATE GRANTS	0	0	.00	.00	.00	-.02	.0%
2103102 48030 C2005 STATE GRANTS	0	-861,227	9,773.00	.00	.00	-871,000.00	-1.1%
2103102 48030 C2204 STATE GRANTS	0	-980,000	.00	.00	.00	-980,000.00	.0%
2103102 48030 C2212 STATE GRANTS	0	-1,653,642	-97,722.55	-425,079.66	.00	-1,555,919.94	5.9%
2103102 48030 G2101 STATE GRANTS	0	-79	.00	.00	.00	-79.11	.0%
2103102 48030 M2101 STATE GRANTS	0	-2,016	-2,016.50	.00	.00	.15	100.0%
2103301 48030 C2104 STATE GRANTS	0	-7,456,264	84,591.32	.00	.00	-7,540,855.28	-1.1%
2103301 48030 C2317 STATE GRANTS	0	-3,326,328	-231,463.66	.00	.00	-3,094,864.35	7.0%
2103301 48030 C2328 STATE GRANTS	0	-3,529,632	.00	.00	.00	-3,529,632.00	.0%
2103301 48030 C2333 STATE GRANTS	0	-7,092,300	.00	.00	.00	-7,092,300.00	.0%
2103302 48030 G2251 STATE GRANTS	0	0	82,500.00	.00	.00	-82,500.00	100.0%

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210 STATE & LOCAL GRANTS FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
2103302 48030 M1803 STATE GRANTS	0	-76,717	-6,450.80	.00	.00	-70,266.20	8.4%
2103600 48030 C1101 STATE GRANTS	0	0	58,907.65	.00	.00	-58,907.65	100.0%
2103610 48030 C2201 STATE GRANTS	0	-9,500,000	.00	.00	.00	-9,500,000.00	.0%
2103630 48030 G2202 STATE GRANTS	0	-281,547	-281,547.15	.00	.00	.00	100.0%
2103631 48030 G2334 STATE GRANTS	0	-25,216	-25,215.87	.00	.00	.00	100.0%
2103631 48030 G2335 STATE GRANTS	0	-49,995	-49,995.00	.00	.00	.00	100.0%
2103631 48030 G2417 STATE GRANTS	0	-26,848	-26,848.00	-26,848.00	.00	.00	100.0%
2104101 48030 G2320 STATE GRANTS	0	-41,912	.00	.00	.00	-41,911.50	.0%
2104104 48030 G2008 STATE GRANTS	0	-237,908	-234,947.25	.00	.00	-2,960.29	98.8%
2104104 48030 G2110 STATE GRANTS	0	-162,438	.00	.00	.00	-162,438.00	.0%
2104104 48100 G2409 FEDERAL GRANTS-	-34,688	0	.00	.00	.00	.00	.0%
2104104 49310 G2409 FEDERAL GRANTS-	0	-26,016	-25,976.26	-25,976.26	.00	-39.74	99.8%
2105501 48030 C2216 STATE GRANTS	0	-3,412,592	-1,034,896.76	.00	.00	-2,377,695.00	30.3%
2105502 48000 FEDERAL GRANTS	-4,680,000	-4,680,314	-1,792,241.35	-450,577.43	.00	-2,888,072.33	38.3%
2105503 48000 G2307 FEDERAL GRANTS	0	0	.04	.00	.00	-.04	100.0%
2105503 48000 G2409 FEDERAL GRANTS	-75,277	-65,313	-38,126.20	-14,281.21	.00	-27,186.55	58.4%
2105503 48000 G2419 FEDERAL GRANTS	0	-51,444	.00	.00	.00	-51,444.25	.0%
2105503 48030 C2320 STATE GRANTS	0	0	.00	-983.24	.00	.00	.0%
2105503 49310 G2420 FEDERAL GRANTS-	0	-8,672	.00	.00	.00	-8,672.00	.0%
2105511 48000 G1601 FEDERAL GRANTS	-1,053,299	-1,207,478	-486,073.63	.00	.00	-721,404.36	40.3%
2105511 48000 G2315 FEDERAL GRANTS	-1,955,475	-1,955,475	-622,567.60	-157,413.10	.00	-1,332,907.40	31.8%
2108101 47000 MISCELLANEOUS REVENU	0	0	-497.23	.00	.00	497.23	100.0%
2108101 47700 G1504 OTHER REIMBURSE	0	-140,831	-103,400.00	.00	.00	-37,430.96	73.4%
2108101 48010 G1502 FED GRANT PROGR	-60,000	-180,000	.00	.00	.00	-180,000.00	.0%
2108101 48030 G2338 STATE GRANTS	0	-800,000	.00	.00	.00	-800,000.00	.0%
2108103 48030 G2416 STATE GRANTS	0	-4,015,639	-4,015,638.88	.00	.00	.00	100.0%
TOTAL STATE & LOCAL GRANTS FUND	-7,858,739	-58,311,368	-9,765,786.95	-1,105,239.79	.00	-48,545,580.89	16.7%
TOTAL REVENUES	-7,858,739	-58,311,368	-9,765,786.95	-1,105,239.79	.00	-48,545,580.89	
212 TRANSPORT DEV ACT (TDA) FUND							
90303001 42300 TRANSPORT. TAX TDA	0	0	-13,497.00	.00	.00	13,497.00	100.0%
90303001 47100 INTEREST INC- INVES	-1,249	-1,249	-2,280.65	-1,016.39	.00	1,031.65	182.6%
90403001 42310 TRANSPORT. TAX TDA	-655,978	-655,978	-491,985.00	-54,665.00	.00	-163,993.00	75.0%
90403001 47100 INTEREST INC- INVES	-13,746	-13,746	-38,636.32	-13,168.79	.00	24,890.32	281.1%
90403201 43310 LEASE REVENUE (LONG	-251,089	-251,089	-231,344.57	-57,486.14	.00	-19,744.43	92.1%
90403201 47000 MISCELLANEOUS REVEN	0	0	-1,994.40	.00	.00	1,994.40	100.0%
90803001 47100 INTEREST INC- INVES	-3,334	-3,334	50.73	-196.83	.00	-3,384.73	-1.5%
TOTAL TRANSPORT DEV ACT (TDA) FUN	-925,396	-925,396	-779,687.21	-126,533.15	.00	-145,708.79	84.3%
TOTAL REVENUES	-925,396	-925,396	-779,687.21	-126,533.15	.00	-145,708.79	
220 STATE HOUSING (LHTFP) GRANT							

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220 STATE HOUSING (LHTFP) GRANT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
2208101 47100 INTEREST INC- INVEST	-2,846	-2,846	-12,709.57	-6,872.46	.00	9,863.57	446.6%
2208101 48030 G2102 STATE GRANTS	0	-1,476,101	-1,089,801.35	.00	.00	-386,299.15	73.8%
2208101 48030 G2244 STATE GRANTS	0	-190,794	-99,072.85	.00	.00	-91,720.74	51.9%
2208101 48030 M2102 STATE GRANTS	0	-1,167,112	.00	.00	.00	-1,167,111.80	.0%
TOTAL STATE HOUSING (LHTFP) GRANT	-2,846	-2,836,852	-1,201,583.77	-6,872.46	.00	-1,635,268.12	42.4%
TOTAL REVENUES	-2,846	-2,836,852	-1,201,583.77	-6,872.46	.00	-1,635,268.12	
230 STATE TRAFFIC CONG RELIEF FUND							
2303103 47100 INTEREST INC- INVEST	-4,537	-4,537	-13,877.11	-4,782.00	.00	9,340.11	305.9%
TOTAL STATE TRAFFIC CONG RELIEF F	-4,537	-4,537	-13,877.11	-4,782.00	.00	9,340.11	305.9%
TOTAL REVENUES	-4,537	-4,537	-13,877.11	-4,782.00	.00	9,340.11	
301 CAPITAL OUTLAY FUND							
3011201 49300 C2258 TRANSFERS IN	0	-112,000	.00	.00	.00	-112,000.00	.0%
3011201 49300 C2261 TRANSFERS IN	0	-112,000	.00	.00	.00	-112,000.00	.0%
3011405 49300 C2101 TRANSFERS IN	0	-399,207	-75,726.80	.00	.00	-323,480.44	19.0%
3011405 49300 C2301 TRANSFERS IN	0	-40,000	.00	.00	.00	-40,000.00	.0%
3011801 49300 C1604 TRANSFERS IN	0	-54,314	.00	.00	.00	-54,314.00	.0%
3011801 49300 C2252 TRANSFERS IN	0	-350	.00	.00	.00	-350.00	.0%
3011801 49300 C2253 TRANSFERS IN	0	-654,128	-3,055.00	.00	.00	-651,072.62	.5%
3011801 49300 C2322 TRANSFERS IN	0	-2,000,000	.00	.00	.00	-2,000,000.00	.0%
3011804 49300 C2034 TRANSFERS IN	-3,000,000	-3,314,844	-1,919,522.31	.00	.00	-1,395,321.36	57.9%
3011804 49300 C2126 TRANSFERS IN	0	-26,659	-1,562.50	.00	.00	-25,096.84	5.9%
3011804 49300 C2127 TRANSFERS IN	0	-142,478	-4,212.50	.00	.00	-138,265.50	3.0%
3012131 49300 C1843 TRANSFERS IN	0	-677	-104.94	.00	.00	-572.54	15.5%
3012131 49300 C2036 TRANSFERS IN	-800,000	-1,172,464	-1,932.00	.00	.00	-1,170,532.00	.2%
3012131 49300 C2039 TRANSFERS IN	0	-267,442	-15,753.14	-2,119.68	.00	-251,688.36	5.9%
3012131 49300 C2257 TRANSFERS IN	0	-4,855,570	-3,241,870.22	.00	.00	-1,613,699.78	66.8%
3012131 49300 C2269 TRANSFERS IN	0	-14,779	-13,175.36	.00	.00	-1,603.30	89.2%
3012131 49300 C2316 TRANSFERS IN	0	-216,921	-150.00	.00	.00	-216,770.56	.1%
3012131 49300 C2318 TRANSFERS IN	0	-107,007	.00	.00	.00	-107,007.00	.0%
3012131 49300 C2319 TRANSFERS IN	0	-99,611	.00	.00	.00	-99,611.00	.0%
3012131 49300 C2324 TRANSFERS IN	0	-152,352	-13,170.84	.00	.00	-139,181.16	8.6%
3012131 49300 C2411 TRANSFERS IN	0	-533,000	-15,830.73	.00	.00	-517,169.27	3.0%
3012131 49300 C2417 TRANSFERS IN -	0	-107,288	.00	.00	.00	-107,288.00	.0%

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301 CAPITAL OUTLAY FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
3012131 49300 C2418 TRANSFERS IN -	0	-308,975	.00	.00	.00	-308,975.00	.0%
3012501 49300 C1702 TRANSFERS IN	0	-3,227,829	-106,467.05	.00	.00	-3,121,361.95	3.3%
3012501 49300 C2040 TRANSFERS IN	-150,000	-481,240	.00	.00	.00	-481,239.94	.0%
3012501 49300 C2128 TRANSFERS IN	0	-1,680	.00	.00	.00	-1,680.00	.0%
3012501 49300 C2202 TRANSFERS IN	0	-495,000	.00	.00	.00	-495,000.00	.0%
3012501 49300 C2203 TRANSFERS IN	0	-1,053,109	.00	.00	.00	-1,053,108.82	.0%
3012501 49300 C2255 TRANSFERS IN	0	-3,518,631	-286,546.72	.00	.00	-3,232,084.28	8.1%
3012501 49300 C2256 TRANSFERS IN	0	-78,611	.00	.00	.00	-78,611.00	.0%
3012501 49300 C2259 TRANSFERS IN	0	-240	.00	.00	.00	-240.09	.0%
3012501 49300 C2302 TRANSFERS IN	0	-9,538	.00	.00	.00	-9,537.72	.0%
3012501 49300 C2303 TRANSFERS IN	0	-123,076	.00	.00	.00	-123,076.04	.0%
3012501 49300 C2321 TRANSFERS IN	0	-106,269	-66,117.50	.00	.00	-40,151.71	62.2%
3012501 49300 C2329 TRANSFERS IN	0	-276,396	-276,395.70	.00	.00	.00	100.0%
3012501 49300 C2332 TRANSFERS IN	0	-100,000	-140,358.94	.00	.00	40,358.94	140.4%
3012501 49300 C2410 TRANSFERS IN	0	-93,000	.00	.00	.00	-93,000.00	.0%
3012501 49300 C2412 TRANSFERS IN	0	-132,109	.00	.00	.00	-132,109.09	.0%
3012501 49310 C2412 FEDERAL GRANTS-	0	-13,211	.00	.00	.00	-13,210.91	.0%
3012502 49300 C2270 TRANSFERS IN	0	-1,863	.00	.00	.00	-1,862.88	.0%
3013001 49300 C0101 TRANSFERS IN	0	-278,856	.00	.00	.00	-278,856.00	.0%
3013001 49300 C1308 TRANSFERS IN	0	-66,600	.00	.00	.00	-66,600.00	.0%
3013001 49300 C1309 TRANSFERS IN	0	-143,444	.00	.00	.00	-143,444.00	.0%
3013001 49300 C1310 TRANSFERS IN	0	-28,521	.00	.00	.00	-28,521.00	.0%
3013001 49300 C1311 TRANSFERS IN	0	-1,969,109	.00	.00	.00	-1,969,108.97	.0%
3013001 49300 C1401 TRANSFERS IN	0	-195,327	.00	.00	.00	-195,327.00	.0%
3013001 49300 C1403 TRANSFERS IN	0	-377,299	.00	.00	.00	-377,299.00	.0%
3013001 49300 C8801 TRANSFERS IN	0	-32,653	.00	.00	.00	-32,653.00	.0%
3013001 49300 C9001 TRANSFERS IN	0	-161,045	.00	.00	.00	-161,045.00	.0%
3013001 49300 C9401 TRANSFERS IN	0	-277,421	.00	.00	.00	-277,421.00	.0%
3013101 49300 C1306 TRANSFERS IN	0	-113,510	-1,030,539.44	.00	.00	917,029.63	907.9%
3013101 49300 C1307 TRANSFERS IN	0	-622,376	-1,495,418.72	.00	.00	873,042.83	240.3%
3013101 49300 C1704 TRANSFERS IN	0	-117,076	-10,800.00	.00	.00	-106,276.30	9.2%
3013101 49300 C1801 TRANSFERS IN	0	-23,784	-330.00	.00	.00	-23,453.50	1.4%
3013101 49300 C1901 TRANSFERS IN	0	-290,371	-97,697.23	.00	.00	-192,673.50	33.6%
3013101 49300 C2019 TRANSFERS IN	0	-115,521	-18,095.69	.00	.00	-97,425.52	15.7%
3013101 49300 C2109 TRANSFERS IN	0	-1	.00	.00	.00	-.59	.0%
3013101 49300 C2111 TRANSFERS IN	0	-681,718	-684,554.28	.00	.00	2,835.95	100.4%
3013101 49300 C2218 TRANSFERS IN	0	-166,195	.00	.00	.00	-166,195.31	.0%
3013101 49300 C2306 TRANSFERS IN	-500,000	-1,158,000	-489.33	.00	.00	-1,157,510.67	.0%
3013102 49300 C1301 TRANSFERS IN	0	-4,704,758	-675,202.90	.00	.00	-4,029,555.15	14.4%
3013102 49300 C1302 TRANSFERS IN	0	-974,014	-1,330.49	.00	.00	-972,683.35	.1%
3013102 49300 C1304 TRANSFERS IN	0	-393,889	.00	.00	.00	-393,889.00	.0%
3013102 49300 C1305 TRANSFERS IN	0	-823,301	-69,601.46	.00	.00	-753,699.74	8.5%
3013102 49300 C1306 TRANSFERS IN	0	-1,151,432	.00	.00	.00	-1,151,432.41	.0%
3013102 49300 C1307 TRANSFERS IN	0	-2,256,872	-859,807.18	.00	.00	-1,397,064.82	38.1%

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3013102 49300 C1601 TRANSFERS IN	0	-364,411	-3,636.93	.00	.00	-360,774.18	1.0%
3013102 49300 C1602 TRANSFERS IN	0	-61,129	.00	.00	.00	-61,129.00	.0%
3013102 49300 C1703 TRANSFERS IN	0	-2,851,721	-1,814,632.54	.00	.00	-1,037,088.58	63.6%
3013102 49300 C1801 TRANSFERS IN	0	-2,444,215	.00	.00	.00	-2,444,215.00	.0%
3013102 49300 C1802 TRANSFERS IN	0	-76,246	.00	.00	.00	-76,246.06	.0%
3013102 49300 C1808 TRANSFERS IN	0	-421,604	-52.50	.00	.00	-421,551.81	.0%
3013102 49300 C1809 TRANSFERS IN	0	-1,730,688	-231,679.27	.00	.00	-1,499,008.58	13.4%
3013102 49300 C2003 TRANSFERS IN	0	-809,230	-1,506.00	.00	.00	-807,724.18	.2%
3013102 49300 C2004 TRANSFERS IN	0	-499,750	.00	.00	.00	-499,750.00	.0%
3013102 49300 C2005 TRANSFERS IN	0	-2,868,000	-74,220.09	.00	.00	-2,793,779.55	2.6%
3013102 49300 C2006 TRANSFERS IN	-1,560,000	-2,411,821	-225,960.19	.00	.00	-2,185,860.31	9.4%
3013102 49300 C2204 TRANSFERS IN	0	-980,000	-8,100.00	.00	.00	-971,900.00	.8%
3013102 49300 C2206 TRANSFERS IN	0	-2,998,600	-203,022.50	.00	.00	-2,795,577.50	6.8%
3013102 49300 C2207 TRANSFERS IN	0	-125,000	.00	.00	.00	-125,000.00	.0%
3013102 49300 C2208 TRANSFERS IN	0	-12,675	.00	.00	.00	-12,675.00	.0%
3013102 49300 C2211 TRANSFERS IN	0	-607,671	-13,156.25	.00	.00	-594,514.75	2.2%
3013102 49300 C2212 TRANSFERS IN	0	-1,679,977	-153,455.14	.00	.00	-1,526,521.45	9.1%
3013102 49300 C2213 TRANSFERS IN	0	-250,000	.00	.00	.00	-250,000.00	.0%
3013102 49300 C2304 TRANSFERS IN	0	-250,000	.00	.00	.00	-250,000.00	.0%
3013102 49300 C2415 TRANSFERS IN -	0	-175,835	.00	.00	.00	-175,834.83	.0%
3013301 49300 C0501 TRANSFERS IN	0	-13,320	.00	.00	.00	-13,320.00	.0%
3013301 49300 C1312 TRANSFERS IN	0	-20,548	.00	.00	.00	-20,548.00	.0%
3013301 49300 C1313 TRANSFERS IN	-1,115,952	-18,919	.00	.00	.00	-18,919.00	.0%
3013301 49300 C1810 TRANSFERS IN	0	-11,684	-10,807.00	.00	.00	-877.29	92.5%
3013301 49300 C1811 TRANSFERS IN	0	-150,482	.00	.00	.00	-150,482.00	.0%
3013301 49300 C2012 TRANSFERS IN	0	-527,658	-37,957.65	.00	.00	-489,699.85	7.2%
3013301 49300 C2104 TRANSFERS IN	0	-7,456,263	-260,413.60	.00	.00	-7,195,849.76	3.5%
3013301 49300 C2105 TRANSFERS IN	0	-314,887	-5,556.62	.00	.00	-309,330.63	1.8%
3013301 49300 C2217 TRANSFERS IN	0	-999,383	.00	.00	.00	-999,383.00	.0%
3013301 49300 C2220 TRANSFERS IN	-1,000,000	-1,636,209	-46,886.52	.00	.00	-1,589,322.33	2.9%
3013301 49300 C2222 TRANSFERS IN	-300,000	-600,000	.00	.00	.00	-600,000.00	.0%
3013301 49300 C2239 TRANSFERS IN	0	-2,979,508	-13,411.58	.00	.00	-2,966,096.42	.5%
3013301 49300 C2241 TRANSFERS IN	0	-600,000	.00	.00	.00	-600,000.00	.0%
3013301 49300 C2249 TRANSFERS IN	0	-4,422,024	-9,670.20	.00	.00	-4,412,353.93	.2%
3013301 49300 C2305 TRANSFERS IN	-1,000,000	-1,619,400	-69,931.20	.00	.00	-1,549,468.75	4.3%
3013301 49300 C2317 TRANSFERS IN	0	-3,326,328	-288,580.15	.00	.00	-3,037,747.86	8.7%
3013301 49300 C2327 TRANSFERS IN	0	-381,706	-3,823.41	.00	.00	-377,882.17	1.0%
3013301 49300 C2328 TRANSFERS IN	0	-3,529,632	.00	.00	.00	-3,529,632.00	.0%
3013301 49300 C2333 TRANSFERS IN	0	-7,092,300	-10,725.00	.00	.00	-7,081,575.00	.2%
3013301 49300 C2334 TRANSFERS IN	0	-1,215,952	.00	.00	.00	-1,215,952.00	.0%
3013301 49300 C2404 TRANSFERS IN	-425,000	-425,000	.00	.00	.00	-425,000.00	.0%
3013401 49300 C1802 TRANSFERS IN	0	-267,263	.00	.00	.00	-267,263.00	.0%
3013401 49300 C1803 TRANSFERS IN	0	-972,783	-8,773.59	.00	.00	-964,009.74	.9%
3013401 49300 C1804 TRANSFERS IN	0	-51,327	-50,767.25	.00	.00	-559.75	98.9%

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3013401 49300 C2102 TRANSFERS IN	0	-5,634,368	-890,588.05	.00	.00	-4,743,780.06	15.8%
3013401 49300 C2111 TRANSFERS IN	-2,250,000	-136,424	.00	.00	.00	-136,423.68	.0%
3013401 49300 C2205 TRANSFERS IN	-8,000,000	-14,840,392	-1,327,111.25	.00	.00	-13,513,280.57	8.9%
3013401 49300 C2209 TRANSFERS IN	-10,500,000	-8,847,159	-3,281,520.01	.00	.00	-5,565,638.99	37.1%
3013401 49300 C2330 TRANSFERS IN	0	-21,239	.00	.00	.00	-21,239.00	.0%
3013502 49300 C2214 TRANSFERS IN	-100,000	-100,000	.00	.00	.00	-100,000.00	.0%
3013502 49300 C2215 TRANSFERS IN	0	-763,366	-14,701.04	.00	.00	-748,665.21	1.9%
3013502 49300 C2267 TRANSFERS IN	0	-829,498	.00	.00	.00	-829,498.00	.0%
3013502 49300 C2403 TRANSFERS IN	-80,000	-80,000	-56,406.32	.00	.00	-23,593.68	70.5%
3013502 49300 C2406 TRANSFERS IN	-1,150,000	-1,150,000	.00	.00	.00	-1,150,000.00	.0%
3013801 49300 C1901 TRANSFERS IN	0	-253,040	.00	.00	.00	-253,040.00	.0%
3013801 49300 C2015 TRANSFERS IN	0	-216,247	.00	.00	.00	-216,247.00	.0%
3013801 49300 C2016 TRANSFERS IN	0	-155,000	.00	.00	.00	-155,000.00	.0%
3013801 49300 C2017 TRANSFERS IN	0	-469,661	.00	.00	.00	-469,661.00	.0%
3013801 49300 C2219 TRANSFERS IN	0	-434,475	.00	.00	.00	-434,475.00	.0%
3013801 49300 C2221 TRANSFERS IN	0	-400,000	.00	.00	.00	-400,000.00	.0%
3013801 49300 C2407 TRANSFERS IN	-75,000	-75,000	.00	.00	.00	-75,000.00	.0%
3015404 49300 C2250 TRANSFERS IN	0	-1,071,500	.00	.00	.00	-1,071,500.00	.0%
3015404 49300 C2314 TRANSFERS IN	0	-450,000	.00	.00	.00	-450,000.00	.0%
3015405 49300 C1603 TRANSFERS IN	0	-2,318,484	.00	.00	.00	-2,318,484.00	.0%
3015501 49300 C2009 TRANSFERS IN	0	-6,316	.00	.00	.00	-6,316.31	.0%
3015501 49300 C2010 TRANSFERS IN	0	-120,638	-5,699.52	.00	.00	-114,938.78	4.7%
3015501 49300 C2042 TRANSFERS IN	0	-718,844	-540,930.06	.00	.00	-177,913.83	75.3%
3015501 49300 C2216 TRANSFERS IN	0	-3,413,113	-1,370,073.10	.00	.00	-2,043,039.89	40.1%
3015501 49300 C2247 TRANSFERS IN	0	-122,468	-70,429.03	.00	.00	-52,039.26	57.5%
3015501 49300 C2251 TRANSFERS IN	0	-1,489,698	-12,496.79	.00	.00	-1,477,201.03	.8%
3015501 49300 C2262 TRANSFERS IN	0	-346,636	-56,262.09	.00	.00	-290,374.15	16.2%
3015601 49300 C2043 TRANSFERS IN	0	-1,043,855	-14,266.57	.00	.00	-1,029,588.47	1.4%
3018101 49300 C1902 TRANSFERS IN	0	-354,318	.00	.00	.00	-354,317.80	.0%
3018101 49300 C2405 TRANSFERS IN	-764,387	-764,387	.00	.00	.00	-764,387.00	.0%
3018105 49300 C2238 TRANSFERS IN	0	-700,000	.00	.00	.00	-700,000.00	.0%
3018110 49300 C1841 TRANSFERS IN	0	-79,825	.00	.00	.00	-79,824.63	.0%
3018110 49300 C2007 TRANSFERS IN	0	-48,934	.00	.00	.00	-48,934.00	.0%
3018110 49300 C2331 TRANSFERS IN	0	-111,621	.00	.00	.00	-111,621.00	.0%
TOTAL CAPITAL OUTLAY FUND	-32,770,339	-149,344,614	-22,313,027.98	-2,119.68	.00	-127,031,586.24	14.9%
TOTAL REVENUES	-32,770,339	-149,344,614	-22,313,027.98	-2,119.68	.00	-127,031,586.24	

311 PEG FEES FUND

3111405 40400 FRANCHISE FEES	-398,436	-398,436	-168,150.02	-64.93	.00	-230,285.98	42.2%
3111405 47100 INTEREST INC- INVEST	-30,090	-30,090	-92,195.47	-32,394.88	.00	62,105.47	306.4%

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311 PEG FEES FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL PEG FEES FUND	-428,526	-428,526	-260,345.49	-32,459.81	.00	-168,180.51	60.8%
TOTAL REVENUES	-428,526	-428,526	-260,345.49	-32,459.81	.00	-168,180.51	
313 2022 LEASE PURCH EQUIP FUND							
3131001 47110 OTHER INTEREST INCOM	0	0	-85,010.74	.00	.00	85,010.74	100.0%
TOTAL 2022 LEASE PURCH EQUIP FUND	0	0	-85,010.74	.00	.00	85,010.74	100.0%
TOTAL REVENUES	0	0	-85,010.74	.00	.00	85,010.74	
314 2014 LEASE REV BOND FUND							
3141001 47110 OTHER INTEREST INCOM	0	0	-68,918.04	.00	.00	68,918.04	100.0%
TOTAL 2014 LEASE REV BOND FUND	0	0	-68,918.04	.00	.00	68,918.04	100.0%
TOTAL REVENUES	0	0	-68,918.04	.00	.00	68,918.04	
315 2006 TAB HERO/SW/ORMOND FUND							
3151001 47110 OTHER INTEREST INCOM	0	0	-141,949.08	.00	.00	141,949.08	100.0%
TOTAL 2006 TAB HERO/SW/ORMOND FUN	0	0	-141,949.08	.00	.00	141,949.08	100.0%
TOTAL REVENUES	0	0	-141,949.08	.00	.00	141,949.08	
316 2019A LEASE REV BOND FUND							
3161001 47110 OTHER INTEREST INCOM	0	0	-73.29	.00	.00	73.29	100.0%
TOTAL 2019A LEASE REV BOND FUND	0	0	-73.29	.00	.00	73.29	100.0%
TOTAL REVENUES	0	0	-73.29	.00	.00	73.29	
320 LOST PUBLIC SECTOR REV FUND							
3201001 49020 TRANSFER IN - INTRA	0	-600,000	.00	.00	.00	-600,000.00	.0%

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320 LOST PUBLIC SECTOR REV FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
3201001 49300 TRANSFERS IN	0	-6,926,591	.00	.00	.00	-6,926,590.80	.0%
TOTAL LOST PUBLIC SECTOR REV FUND	0	-7,526,591	.00	.00	.00	-7,526,590.80	.0%
TOTAL REVENUES	0	-7,526,591	.00	.00	.00	-7,526,590.80	
350 DEVELOPMENT IMPACT FEES FUND							
80101001 41030 QUIMBY PARK CAPITAL	0	0	-255,801.95	.00	.00	255,801.95	100.0%
80101001 47100 INTEREST INC- INVES	-62,919	-62,919	-195,515.06	-67,369.43	.00	132,596.06	310.7%
80201001 41040 PARK ACQUISITION DE	0	0	-920,402.36	-17,215.23	.00	920,402.36	100.0%
80201001 47100 INTEREST INC- INVES	-5,108	-5,108	-25,007.61	-11,041.34	.00	19,899.61	489.6%
80301001 47100 INTEREST INC- INVES	-64,519	-64,519	-198,015.07	-68,519.95	.00	133,496.07	306.9%
80304102 41010 STORM DRAIN FACIL F	-144,375	-144,375	-139,299.50	-13,986.48	.00	-5,075.50	96.5%
80401001 47100 INTEREST INC- INVES	-102,101	-102,101	-344,851.32	-128,866.10	.00	242,750.32	337.8%
80404102 41300 TRAFFIC IMPACT FEES	-2,007,045	-2,007,045	-4,442,560.07	-527,643.59	.00	2,435,515.07	221.3%
80501001 41020 GROWTH CAPITAL FEES	-659,500	-659,500	-1,546,525.10	-121,820.15	.00	887,025.10	234.5%
80501001 47100 INTEREST INC- INVES	-9,727	-9,727	-34,520.83	-15,141.91	.00	24,793.83	354.9%
80501001 49020 C1702 TRANSFER IN -	0	-2,503,555	.00	.00	.00	-2,503,555.00	.0%
80551001 47100 INTEREST INC- INVES	-4,893	-4,893	-19,696.34	-7,878.47	.00	14,803.34	402.5%
80553201 43060 MISC PLANNING FEES	0	0	-415,906.14	-8,851.90	.00	415,906.14	100.0%
80601001 41020 GROWTH CAPITAL FEES	-44,000	-44,000	-220,019.68	.00	.00	176,019.68	500.0%
80601001 47100 INTEREST INC- INVES	-15,799	-15,799	-48,660.69	-16,928.13	.00	32,861.69	308.0%
80701001 41050 UTILITY UNDERGROUND	-50,360	-50,360	-52,047.25	-1,494.00	.00	1,687.25	103.4%
80701001 47100 INTEREST INC- INVES	-10,764	-10,764	-33,206.18	-11,486.87	.00	22,442.18	308.5%
80801001 47100 INTEREST INC- INVES	-7,440	-7,440	.00	.00	.00	-7,440.00	.0%
80805905 47300 DONATIONS AND CONTR	0	0	-35,727.99	-1,959.00	.00	35,727.99	100.0%
TOTAL DEVELOPMENT IMPACT FEES FUN	-3,188,550	-5,692,105	-8,927,763.14	-1,020,202.55	.00	3,235,658.14	156.8%
TOTAL REVENUES	-3,188,550	-5,692,105	-8,927,763.14	-1,020,202.55	.00	3,235,658.14	
360 OTH. DEVPT FEES FUND							
70101001 47100 INTEREST INC- INVES	-9,954	-9,954	-31,942.86	-11,198.99	.00	21,988.86	320.9%
70101001 47600 PL OFFSITE AIR QUAL	0	0	-97,543.30	.00	.00	97,543.30	100.0%
70202512 41060 CUPA PERM & PLAN CH	-1,100,000	-1,100,000	-1,172,674.19	-4,705.64	.00	72,674.19	106.6%
70202512 43260 MISCELLANEOUS FEES	-11,228	-11,228	-28.00	.00	.00	-11,200.00	.2%
70202512 43260 T0155 MISCELLANEOUS	0	0	-11,900.00	-56.00	.00	11,900.00	100.0%
70202512 47000 MISCELLANEOUS REVEN	0	0	-3,860.64	-150.00	.00	3,860.64	100.0%
70202512 47100 INTEREST INC- INVES	-7,372	-7,372	-36,906.06	-12,742.30	.00	29,534.06	500.6%
70202512 48300 MISC INTERGOV REVEN	0	0	-67,034.00	4,380.00	.00	67,034.00	100.0%

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360 OTH. DEVPT FEES FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
70302512 43250 MISCELLANEOUS FINES	-10,150	-10,150	.00	.00	.00	-10,150.00	.0%
70302512 47100 INTEREST INC- INVES	-1,693	-1,693	-5,971.47	-2,057.74	.00	4,278.47	352.7%
70408105 47100 INTEREST INC- INVES	-721	-721	-2,205.15	-759.89	.00	1,484.15	305.8%
70508101 43070 AFFORDABLE HOUSING-	0	0	-473,000.00	.00	.00	473,000.00	100.0%
70508105 47100 INTEREST INC- INVES	-39,279	-39,279	-117,460.75	-40,661.96	.00	78,181.75	299.0%
70508105 47110 OTHER INTEREST INCO	0	0	-126,292.15	.00	.00	126,292.15	100.0%
70608105 47100 INTEREST INC- INVES	-2,739	-2,739	-8,377.86	-2,886.98	.00	5,638.86	305.9%
TOTAL OTH. DEVPT FEES FUND	-1,183,136	-1,183,136	-2,155,196.43	-70,839.50	.00	972,060.43	182.2%
TOTAL REVENUES	-1,183,136	-1,183,136	-2,155,196.43	-70,839.50	.00	972,060.43	
420 HOUSING SUC AGCY FUND							
4208101 47100 INTEREST INC- INVEST	27	27	-68,556.50	-24,015.06	.00	68,583.50	*******%
4208101 47110 OTHER INTEREST INCOM	0	0	-24,233.46	.00	.00	24,233.46	100.0%
4208105 49500 PRINCIPAL PAYMENTS R	0	0	-86,387.00	.00	.00	86,387.00	100.0%
TOTAL HOUSING SUC AGCY FUND	27	27	-179,176.96	-24,015.06	.00	179,203.96	*******%
TOTAL REVENUES	27	27	-179,176.96	-24,015.06	.00	179,203.96	
429 CDC SUCCESSOR AGENCY FUND							
4291421 40150 TAX INCREMENT	0	0	-5,334,128.00	.00	.00	5,334,128.00	100.0%
4291421 47110 OTHER INTEREST INCOM	0	0	-247,479.90	.00	.00	247,479.90	100.0%
4291421 47700 OTHER REIMBURSEMENTS	0	0	-10,000.00	.00	.00	10,000.00	100.0%
TOTAL CDC SUCCESSOR AGENCY FUND	0	0	-5,591,607.90	.00	.00	5,591,607.90	100.0%
TOTAL REVENUES	0	0	-5,591,607.90	.00	.00	5,591,607.90	
481 DOWNTOWN IMPROVEMENT DISTRICT							
4811001 47100 INTEREST INC- INVEST	-27,433	-27,433	-82,870.74	-28,387.00	.00	55,437.74	302.1%
TOTAL DOWNTOWN IMPROVEMENT DISTRI	-27,433	-27,433	-82,870.74	-28,387.00	.00	55,437.74	302.1%
TOTAL REVENUES	-27,433	-27,433	-82,870.74	-28,387.00	.00	55,437.74	
500 BOND ASSESSMENT DISTRICTS							
50001001 46000 SPECIAL ASSMNT REV-	-568,141	0	.00	.00	.00	.00	.0%

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500 BOND ASSESSMENT DISTRICTS	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50001001 47110 OTHER INTEREST INCO	-213	0	-2,012.98	.00	.00	2,012.98	100.0%
50003801 46000 SPECIAL ASSMNT REV-	0	-568,141	-265,837.91	.00	.00	-302,303.09	46.8%
50003801 47100 INTEREST INC- INVES	-3,985	-3,985	.00	.00	.00	-3,985.00	.0%
50003801 47110 OTHER INTEREST INCO	0	-213	-4,723.88	.00	.00	4,510.88	2217.8%
50103801 47100 INTEREST INC- INVES	-211	-211	.00	.00	.00	-211.00	.0%
50203801 47100 INTEREST INC- INVES	-100	-100	.00	.00	.00	-100.00	.0%
50303801 47100 INTEREST INC- INVES	-8	-8	.00	.00	.00	-8.00	.0%
50403801 47100 INTEREST INC- INVES	-8	-8	.00	.00	.00	-8.00	.0%
50503801 46000 SPECIAL ASSMNT REV-	-183,039	-183,039	-94,296.79	.00	.00	-88,742.21	51.5%
50503801 47100 INTEREST INC- INVES	-1,357	-1,357	.00	.00	.00	-1,357.00	.0%
50503801 47110 OTHER INTEREST INCO	-2,995	-2,995	-10,579.08	.00	.00	7,584.08	353.2%
50603801 46000 SPECIAL ASSMNT REV-	-945,711	-945,711	-446,195.62	-3,584.19	.00	-499,515.38	47.2%
50603801 47110 OTHER INTEREST INCO	-133	-133	-11,563.91	.00	.00	11,430.91	8694.7%
50703801 46000 SPECIAL ASSMNT REV-	-1,783,572	-1,783,572	-961,609.38	.00	.00	-821,962.62	53.9%
50703801 47110 OTHER INTEREST INCO	0	0	-7,025.72	.00	.00	7,025.72	100.0%
51003801 46400 SP.ASSMNT MELLO-ROO	-697,329	-697,329	-365,125.05	.00	.00	-332,203.95	52.4%
51003801 47110 OTHER INTEREST INCO	-85	-85	-9,325.14	.00	.00	9,240.14	*******%
TOTAL BOND ASSESSMENT DISTRICTS	-4,186,887	-4,186,887	-2,178,295.46	-3,584.19	.00	-2,008,591.54	52.0%
TOTAL REVENUES	-4,186,887	-4,186,887	-2,178,295.46	-3,584.19	.00	-2,008,591.54	
541 DEVELOPER/OTHER DEPOSITS FUND							
5411001 47300 T0019 DONATIONS AND C	0	0	-48,303.46	-12,348.46	.00	48,303.46	100.0%
5411701 47000 D0102 MISCELLANEOUS R	0	0	-5,640.54	.00	.00	5,640.54	100.0%
5414101 47500 T0139 DEVELOPMENT DEP	0	-47,036	.00	.00	.00	-47,036.00	.0%
5414101 47500 T0168 DEVELOPMENT DEP	0	-124,676	.00	.00	.00	-124,676.00	.0%
5414101 47500 T0169 DEVELOPMENT DEP	0	-93,553	.00	.00	.00	-93,553.38	.0%
5414102 47500 D0048 DEVELOPMENT DEP	0	-116,459	-434,781.20	-248,446.40	.00	318,321.95	373.3%
5418105 47000 MISCELLANEOUS REVENU	0	0	-1,391.25	-100.00	.00	1,391.25	100.0%
TOTAL DEVELOPER/OTHER DEPOSITS FU	0	-381,725	-490,116.45	-260,894.86	.00	108,391.82	128.4%
TOTAL REVENUES	0	-381,725	-490,116.45	-260,894.86	.00	108,391.82	
545 HOUSING AUTHORITY PAYROLL FUND							
5451001 49400 HOUSING PAYROLL REIM	0	0	-4,608,633.30	-544,453.45	.00	4,608,633.30	100.0%
TOTAL HOUSING AUTHORITY PAYROLL F	0	0	-4,608,633.30	-544,453.45	.00	4,608,633.30	100.0%
TOTAL REVENUES	0	0	-4,608,633.30	-544,453.45	.00	4,608,633.30	
561 OXNARD DOWNTOWN MGT DIST FUND							

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561 OXNARD DOWNTOWN MGT DIST FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
5618110 46100 SPECIAL ASSMNT REV-M	0	0	-184,261.25	.00	.00	184,261.25	100.0%
5618110 47100 INTEREST INC- INVEST	-2,020	-2,020	-3,868.57	-1,642.68	.00	1,848.57	191.5%
TOTAL OXNARD DOWNTOWN MGT DIST FU	-2,020	-2,020	-188,129.82	-1,642.68	.00	186,109.82	9313.4%
TOTAL REVENUES	-2,020	-2,020	-188,129.82	-1,642.68	.00	186,109.82	
571 CONTRIBUTIONS TRUST FUND							
5711001 47300 DONATIONS AND CONTRI	0	0	200.00	.00	.00	-200.00	100.0%
5711001 47600 TULIP PL OFFSITE AIR	0	0	-1,633.00	.00	.00	1,633.00	100.0%
5711202 40510 BUSINESS LICENSE - S	0	0	-812.40	.00	.00	812.40	100.0%
5711202 40510 D0002 BUSINESS LICENS	0	-42,536	-33,564.00	-3,084.00	.00	-8,972.00	78.9%
5712131 47300 T0015 DONATIONS AND C	0	16,086	36,033.00	.00	.00	-19,947.00	224.0%
5712501 47300 C2128 DONATIONS AND C	0	-100,000	-100,000.00	.00	.00	.00	100.0%
5713101 47300 M2201 DONATIONS AND C	0	-1,450,000	-1,250,000.00	.00	.00	-200,000.00	86.2%
5715401 47300 D0019 DONATIONS AND C	0	-1	-1.00	.00	.00	.00	100.0%
5715401 47300 T0130 DONATIONS AND C	0	-672	-1,412.64	-83.28	.00	740.48	210.2%
5715401 47300 T0131 DONATIONS AND C	0	-15,421	-15,421.71	-.82	.00	.82	100.0%
5715501 47300 T0133 DONATIONS AND C	0	-2,270	-2,269.91	.00	.00	.00	100.0%
TOTAL CONTRIBUTIONS TRUST FUND	0	-1,594,814	-1,368,881.66	-3,168.10	.00	-225,932.30	85.8%
TOTAL REVENUES	0	-1,594,814	-1,368,881.66	-3,168.10	.00	-225,932.30	
601 WATER OPERATING FUND							
6013600 43270 PENALTIES & FORFEITU	-497,300	-497,300	-471,390.70	-50,004.00	.00	-25,909.30	94.8%
6013600 43400 DAMAGE REIMBURSEMENT	0	0	-106,950.60	-10,699.47	.00	106,950.60	100.0%
6013600 45100 WATER CHARGES - RES	-34,530,802	-34,530,802	-27,839,640.31	-2,624,709.89	.00	-6,691,161.69	80.6%
6013600 45110 WATER CHARGES - COMM	-26,737,530	-26,737,530	-17,827,790.34	-1,460,888.62	.00	-8,909,739.66	66.7%
6013600 45120 WATER CHARGES - FIRE	-1,177,126	-1,177,126	-592,557.36	-55,886.15	.00	-584,568.64	50.3%
6013600 45140 WATER - PHWA SVC AGM	-1,248,000	-1,248,000	-714,597.60	-41,431.19	.00	-533,402.40	57.3%
6013600 45150 WATER - MISC SERVICE	-632,320	-632,320	-430,313.64	-41,320.00	.00	-202,006.36	68.1%
6013600 45190 WATER - OTHER REVENU	-144,530	-144,530	-262,724.97	-30,640.00	.00	118,194.97	181.8%
6013600 47000 MISCELLANEOUS REVENU	-27,000	-27,000	-105,285.39	.00	.00	78,285.39	389.9%
6013600 47100 INTEREST INC- INVEST	-146,381	-146,381	-458,777.61	-166,459.38	.00	312,396.61	313.4%
6013600 47110 OTHER INTEREST INCOM	-58,700	-58,700	-439,739.82	141,208.43	.00	381,039.82	749.1%
6013600 47200 BETTER AMERICA BOND	-2,067,894	-2,067,894	-932,694.62	.00	.00	-1,135,199.32	45.1%
6013600 49000 TRANSFERS IN (CITY L	-132,739	-132,739	.00	.00	.00	-132,739.00	.0%
6013600 49000 C1305 TRANSFERS IN (L	0	0	-146.23	.00	.00	146.23	100.0%

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601 WATER OPERATING FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6013600 49000 C1306 TRANSFERS IN (L	0	0	-55,528.91	-2,352.94	.00	55,528.91	100.0%
6013600 49000 C1307 TRANSFERS IN (L	0	0	-20,461.64	-2,265.00	.00	20,461.64	100.0%
6013600 49000 C1703 TRANSFERS IN (L	0	0	-22.41	.00	.00	22.41	100.0%
6013600 49000 C1803 TRANSFERS IN (C	0	0	-4,280.80	-580.38	.00	4,280.80	100.0%
6013600 49000 C1804 TRANSFERS IN (C	0	0	-20,345.78	.00	.00	20,345.78	100.0%
6013600 49000 C1806 TRANSFERS IN (C	0	0	-4,418.63	-999.62	.00	4,418.63	100.0%
6013600 49000 C1810 TRANSFERS IN (C	0	0	-3,649.11	.00	.00	3,649.11	100.0%
6013600 49000 C2005 TRANSFERS IN (L	0	0	-1,165.36	-627.56	.00	1,165.36	100.0%
6013600 49000 C2010 TRANSFERS IN (C	0	0	-116.68	.00	.00	116.68	100.0%
6013600 49000 C2019 TRANSFERS IN (C	0	0	-5,313.31	.00	.00	5,313.31	100.0%
6013600 49000 C2021 TRANSFERS IN (C	0	0	-11,835.59	-214.66	.00	11,835.59	100.0%
6013600 49000 C2022 TRANSFERS IN (C	0	0	-21,608.56	.00	.00	21,608.56	100.0%
6013600 49000 C2026 TRANSFERS IN (C	0	0	-2,357.20	.00	.00	2,357.20	100.0%
6013600 49000 C2027 TRANSFERS IN (C	0	0	-1,241.66	.00	.00	1,241.66	100.0%
6013600 49000 C2029 TRANSFERS IN (C	0	0	-4,279.07	.00	.00	4,279.07	100.0%
6013600 49000 C2039 TRANSFERS IN (C	0	0	-226.91	.00	.00	226.91	100.0%
6013600 49000 C2042 TRANSFERS IN (L	0	0	-3,687.77	.00	.00	3,687.77	100.0%
6013600 49000 C2043 TRANSFERS IN (C	0	0	-3,507.94	.00	.00	3,507.94	100.0%
6013600 49000 C2101 TRANSFERS IN (C	0	0	-3,704.12	.00	.00	3,704.12	100.0%
6013600 49000 C2102 TRANSFERS IN (C	0	0	-22,333.62	-2,411.63	.00	22,333.62	100.0%
6013600 49000 C2104 TRANSFERS IN (C	0	0	-3,409.39	.00	.00	3,409.39	100.0%
6013600 49000 C2105 TRANSFERS IN (L	0	0	-1,040.36	.00	.00	1,040.36	100.0%
6013600 49000 C2111 TRANSFERS IN (C	0	0	-1,141.08	.00	.00	1,141.08	100.0%
6013600 49000 C2115 TRANSFERS IN (C	0	0	-4,066.16	.00	.00	4,066.16	100.0%
6013600 49000 C2124 TRANSFERS IN (C	0	0	-18,300.80	.00	.00	18,300.80	100.0%
6013600 49000 C2201 TRANSFERS IN (C	0	0	-47,509.80	-3,595.01	.00	47,509.80	100.0%
6013600 49000 C2205 TRANSFERS IN (C	0	0	-32,765.59	-7,254.87	.00	32,765.59	100.0%
6013600 49000 C2209 TRANSFERS IN (C	0	0	-34,061.79	-3,910.85	.00	34,061.79	100.0%
6013600 49000 C2220 TRANSFERS IN (C	0	0	-11,674.68	-1,119.83	.00	11,674.68	100.0%
6013600 49000 C2226 TRANSFERS IN (C	0	0	-1,886.26	.00	.00	1,886.26	100.0%
6013600 49000 C2227 TRANSFERS IN (C	0	0	-4,968.10	.00	.00	4,968.10	100.0%
6013600 49000 C2228 TRANSFERS IN (C	0	0	-938.74	.00	.00	938.74	100.0%
6013600 49000 C2229 TRANSFERS IN (C	0	0	-1,814.42	.00	.00	1,814.42	100.0%
6013600 49000 C2230 TRANSFERS IN (C	0	0	-45,344.88	.00	.00	45,344.88	100.0%
6013600 49000 C2231 TRANSFERS IN (C	0	0	-1,277.15	.00	.00	1,277.15	100.0%
6013600 49000 C2232 TRANSFERS IN (C	0	0	-3,138.06	.00	.00	3,138.06	100.0%
6013600 49000 C2234 TRANSFERS IN (L	0	0	-471.76	.00	.00	471.76	100.0%
6013600 49000 C2249 TRANSFERS IN (C	0	0	-3,287.52	.00	.00	3,287.52	100.0%
6013600 49000 C2305 TRANSFERS IN (C	0	0	-1,412.83	-58.42	.00	1,412.83	100.0%
6013600 49000 C2306 TRANSFERS IN (L	0	0	-248.27	.00	.00	248.27	100.0%
6013600 49000 C2309 TRANSFERS IN (L	0	0	-942.85	.00	.00	942.85	100.0%
6013600 49000 C2313 TRANSFERS IN (L	0	0	-2,333.66	.00	.00	2,333.66	100.0%
6013600 49000 M2210 TRANSFERS IN (C	0	0	-1,199.32	.00	.00	1,199.32	100.0%
6013600 49160 TRANSFERS IN - IUF	0	-2,274,994	-2,262,535.50	-377,089.25	.00	-12,458.00	99.5%

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601 WATER OPERATING FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6013600 49500 PRINCIPAL PAYMENTS R	-144,647	-144,647	-144,646.56	.00	.00	-.44	100.0%
6013600 49510 INTEREST PAYMENTS -	-14,694	-14,694	-14,693.50	.00	.00	-.50	100.0%
6013602 47000 MISCELLANEOUS REVENU	0	0	-11,550.00	-700.00	.00	11,550.00	100.0%
6013602 49000 C2022 TRANSFERS IN (L	0	0	-954.72	.00	.00	954.72	100.0%
6013603 49000 C1306 TRANSFERS IN (L	0	0	-6,345.90	.00	.00	6,345.90	100.0%
6013603 49000 C2021 TRANSFERS IN (L	0	0	-1,822.75	.00	.00	1,822.75	100.0%
6013603 49000 C2022 TRANSFERS IN (L	0	0	-22,418.61	-9,014.29	.00	22,418.61	100.0%
6013604 49000 C2022 TRANSFERS IN (L	0	0	-15,677.77	-909.55	.00	15,677.77	100.0%
6013604 49000 C2227 TRANSFERS IN (L	0	0	-290.46	.00	.00	290.46	100.0%
6013604 49000 C2228 TRANSFERS IN (L	0	0	-273.82	.00	.00	273.82	100.0%
6013605 45130 WATER - RECYCLED WAT	-284,414	-284,414	-485,049.86	-24,842.94	.00	200,635.86	170.5%
TOTAL WATER OPERATING FUND	-67,844,077	-70,119,070	-53,562,187.18	-4,778,777.07	.00	-16,556,883.26	76.4%
TOTAL REVENUES	-67,844,077	-70,119,070	-53,562,187.18	-4,778,777.07	.00	-16,556,883.26	
602 WATER CIP FUND							
6023600 49300 C1001 TRANSFERS IN	0	-12,062,741	-153,012.50	.00	.00	-11,909,728.22	1.3%
6023600 49300 C1101 TRANSFERS IN	0	-12,959	-826.30	.00	.00	-12,132.72	6.4%
6023600 49300 C1803 TRANSFERS IN	0	-66,000	.00	.00	.00	-66,000.00	.0%
6023600 49300 C1804 TRANSFERS IN	0	-464,720	-40,690.19	.00	.00	-424,030.27	8.8%
6023600 49300 C1806 TRANSFERS IN	0	-112,237	-6,837.83	.00	.00	-105,399.21	6.1%
6023600 49300 C1812 TRANSFERS IN	0	-195,775	.00	.00	.00	-195,775.26	.0%
6023600 49300 C2021 TRANSFERS IN	0	-3,155,082	-178,302.64	.00	.00	-2,976,779.16	5.7%
6023600 49300 C2022 TRANSFERS IN	0	-18,748,860	-6,481,401.87	.00	.00	-12,267,458.51	34.6%
6023600 49300 C2023 TRANSFERS IN	0	-990,653	.00	.00	.00	-990,653.00	.0%
6023600 49300 C2026 TRANSFERS IN	0	-849,609	-8,681.70	.00	.00	-840,927.18	1.0%
6023600 49300 C2113 TRANSFERS IN	0	-400,000	.00	.00	.00	-400,000.00	.0%
6023600 49300 C2115 TRANSFERS IN	0	-739,487	-160,021.94	.00	.00	-579,465.23	21.6%
6023600 49300 C2218 TRANSFERS IN	0	-300,000	.00	.00	.00	-300,000.00	.0%
6023600 49300 C2226 TRANSFERS IN	0	-1,555,826	-80,784.13	.00	.00	-1,475,042.35	5.2%
6023600 49300 C2227 TRANSFERS IN	0	-244,805	-7,441.06	.00	.00	-237,364.29	3.0%
6023600 49300 C2228 TRANSFERS IN	0	-586,513	-117,921.65	.00	.00	-468,591.11	20.1%
6023600 49300 C2229 TRANSFERS IN	0	-479,365	-3,628.35	.00	.00	-475,736.85	.8%
6023600 49300 C2230 TRANSFERS IN	0	-778,431	-517,785.44	.00	.00	-260,645.19	66.5%
6023600 49300 C2231 TRANSFERS IN	0	-199,063	-2,668.53	.00	.00	-196,393.97	1.3%
6023600 49300 C2308 TRANSFERS IN	0	-600,000	.00	.00	.00	-600,000.00	.0%
6023600 49300 C2401 TRANSFERS IN	0	-650,000	-476,891.97	.00	.00	-173,108.03	73.4%
6023607 49300 C2022 TRANSFERS IN	0	-9,393	.00	.00	.00	-9,393.00	.0%
6023607 49300 C2027 TRANSFERS IN	0	-756,281	-3,652.04	.00	.00	-752,629.27	.5%
TOTAL WATER CIP FUND	0	-43,957,801	-8,240,548.14	.00	.00	-35,717,252.82	18.7%
TOTAL REVENUES	0	-43,957,801	-8,240,548.14	.00	.00	-35,717,252.82	

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603 WATER DEVLPMT IMPACT FEES FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
603 WATER DEVLPMT IMPACT FEES FUND							
6033600 45180 WATER-RESOURCE DEV F	-600,000	-600,000	-834,756.00	-136,806.00	.00	234,756.00	139.1%
6033600 47100 INTEREST INC- INVEST	-117,350	-117,350	-368,646.84	-128,521.35	.00	251,296.84	314.1%
TOTAL WATER DEVLPMT IMPACT FEES F	-717,350	-717,350	-1,203,402.84	-265,327.35	.00	486,052.84	167.8%
TOTAL REVENUES	-717,350	-717,350	-1,203,402.84	-265,327.35	.00	486,052.84	
605 WATER CAP FACILITY FUND							
6053600 45170 WATER-CAPITAL FAC CH	-67,471	-67,471	-103,680.00	-16,709.00	.00	36,209.00	153.7%
6053600 45180 WATER-RESOURCE DEV F	0	0	7,275.00	.00	.00	-7,275.00	100.0%
6053600 47100 INTEREST INC- INVEST	-10,137	-10,137	-32,028.84	-11,220.50	.00	21,891.84	316.0%
TOTAL WATER CAP FACILITY FUND	-77,608	-77,608	-128,433.84	-27,929.50	.00	50,825.84	165.5%
TOTAL REVENUES	-77,608	-77,608	-128,433.84	-27,929.50	.00	50,825.84	
606 WATER RESOURCE FEE FUND							
6063600 45190 WATER - OTHER REVENU	-241,820	-241,820	.00	.00	.00	-241,820.00	.0%
6063600 47100 INTEREST INC- INVEST	-10,990	-10,990	-37,899.87	-13,178.57	.00	26,909.87	344.9%
TOTAL WATER RESOURCE FEE FUND	-252,810	-252,810	-37,899.87	-13,178.57	.00	-214,910.13	15.0%
TOTAL REVENUES	-252,810	-252,810	-37,899.87	-13,178.57	.00	-214,910.13	
607 WATER BOND 2021 (2004) FUND							
6073600 47900 PROCEEDS FROM SALE O	0	-1,350,000	.00	.00	.00	-1,350,000.00	.0%
TOTAL WATER BOND 2021 (2004) FUND	0	-1,350,000	.00	.00	.00	-1,350,000.00	.0%
TOTAL REVENUES	0	-1,350,000	.00	.00	.00	-1,350,000.00	
608 WATER SECURITY-CONT PREV FUND							
6083607 45150 WATER - MISC SERVICE	-684,563	-684,563	-7,588.77	-1,470.54	.00	-676,974.23	1.1%

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608 WATER SECURITY-CONT PREV FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6083607 45160 WATER-CROSS CONTAM P	-328,813	-328,813	-314,364.00	-28,066.00	.00	-14,449.00	95.6%
6083607 47100 INTEREST INC- INVEST	-9,259	-9,259	-25,485.82	-7,847.58	.00	16,226.82	275.3%
TOTAL WATER SECURITY-CONT PREV FU	-1,022,635	-1,022,635	-347,438.59	-37,384.12	.00	-675,196.41	34.0%
TOTAL REVENUES	-1,022,635	-1,022,635	-347,438.59	-37,384.12	.00	-675,196.41	
609 WATER BOND 2021A REV BOND FUND							
6093600 47110 OTHER INTEREST INCOM	0	0	-141,208.43	-141,208.43	.00	141,208.43	100.0%
TOTAL WATER BOND 2021A REV BOND F	0	0	-141,208.43	-141,208.43	.00	141,208.43	100.0%
TOTAL REVENUES	0	0	-141,208.43	-141,208.43	.00	141,208.43	
611 WASTEWATER OPERATING FUND							
6111001 47800 SALES OF ASSETS	-25,000	-25,000	.00	.00	.00	-25,000.00	.0%
6113610 43270 PENALTIES & FORFEITU	-439,000	-439,000	-343,458.22	-41,964.66	.00	-95,541.78	78.2%
6113610 45200 SEWER CHARGES - RES	-23,407,211	-23,407,211	-18,459,489.86	-1,831,971.46	.00	-4,947,721.14	78.9%
6113610 45210 SEWER CHARGES - RES	-7,662,668	-7,662,668	-6,230,597.59	-657,974.00	.00	-1,432,070.41	81.3%
6113610 45220 SEWER CHARGES - COMM	-5,350,424	-5,350,424	-4,216,290.71	-424,919.46	.00	-1,134,133.29	78.8%
6113610 45230 SEWER CHARGES - INDU	-5,509,149	-5,509,149	-4,430,485.52	-452,768.69	.00	-1,078,663.48	80.4%
6113610 45240 SEWER CHARGES-OUTSID	-570,000	-570,000	-258,544.59	.00	.00	-311,455.41	45.4%
6113610 45250 SEWER CODE ENFORCEME	-80,000	-80,000	-30,489.30	100.00	.00	-49,510.70	38.1%
6113610 47000 MISCELLANEOUS REVENU	0	0	-10,157.61	.00	.00	10,157.61	100.0%
6113610 47100 INTEREST INC- INVEST	-431,401	-431,401	-1,286,519.81	-475,972.03	.00	855,118.81	298.2%
6113610 47110 OTHER INTEREST INCOM	0	0	-6,306.19	.00	.00	6,306.19	100.0%
6113610 47800 SALES OF ASSETS	0	0	-24,170.50	14,196.00	.00	24,170.50	100.0%
6113612 45250 SEWER CODE ENFORCEME	-134,000	-134,000	-278,070.07	-10,049.69	.00	144,070.07	207.5%
6113612 45260 DISCHARGE PERMIT-WW	-118,537	-118,537	-110,475.45	-5,200.00	.00	-8,061.55	93.2%
6113613 47000 MISCELLANEOUS REVENU	0	0	-721.48	.00	.00	721.48	100.0%
6113613 49160 TRANSFERS IN - IUF	-1,423,488	-1,423,488	-1,419,097.00	-354,774.25	.00	-4,391.00	99.7%
6113614 45240 SEWER CHARGES-OUTSID	-2,393,520	-2,393,520	-1,743,702.42	-433,605.79	.00	-649,817.58	72.9%
6113614 45270 WW LABORATORY SERVIC	-6,880	-6,880	-5,240.00	.00	.00	-1,640.00	76.2%
6113614 49000 C1306 TRANSFERS IN (L	0	0	-20,088.02	-1,951.09	.00	20,088.02	100.0%
6113614 49000 C1307 TRANSFERS IN (L	0	0	-19,859.32	-2,198.36	.00	19,859.32	100.0%
6113614 49000 C1803 TRANSFERS IN (L	0	0	-4,280.63	-580.37	.00	4,280.63	100.0%
6113614 49000 C1804 TRANSFERS IN (C	0	0	-20,344.41	.00	.00	20,344.41	100.0%
6113614 49000 C1806 TRANSFERS IN (C	0	0	-4,418.27	-999.45	.00	4,418.27	100.0%
6113614 49000 C1810 TRANSFERS IN (C	0	0	-3,541.62	.00	.00	3,541.62	100.0%
6113614 49000 C2010 TRANSFERS IN (C	0	0	-113.10	.00	.00	113.10	100.0%

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611 WASTEWATER OPERATING FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6113614 49000 C2019 TRANSFERS IN (C	0	0	-5,156.97	.00	.00	5,156.97	100.0%
6113614 49000 C2021 TRANSFERS IN (C	0	0	-10,678.30	-208.32	.00	10,678.30	100.0%
6113614 49000 C2022 TRANSFERS IN (C	0	0	-19,574.72	.00	.00	19,574.72	100.0%
6113614 49000 C2026 TRANSFERS IN (C	0	0	-2,357.00	.00	.00	2,357.00	100.0%
6113614 49000 C2027 TRANSFERS IN (C	0	0	-1,205.17	.00	.00	1,205.17	100.0%
6113614 49000 C2029 TRANSFERS IN (C	0	0	-4,278.64	.00	.00	4,278.64	100.0%
6113614 49000 C2039 TRANSFERS IN (C	0	0	-220.21	.00	.00	220.21	100.0%
6113614 49000 C2042 TRANSFERS IN (L	0	0	-3,579.46	.00	.00	3,579.46	100.0%
6113614 49000 C2043 TRANSFERS IN (C	0	0	-3,405.04	.00	.00	3,405.04	100.0%
6113614 49000 C2101 TRANSFERS IN (C	0	0	-3,595.19	.00	.00	3,595.19	100.0%
6113614 49000 C2102 TRANSFERS IN (L	0	0	-21,718.95	-2,358.96	.00	21,718.95	100.0%
6113614 49000 C2104 TRANSFERS IN (C	0	0	-3,309.19	.00	.00	3,309.19	100.0%
6113614 49000 C2105 TRANSFERS IN (L	0	0	-1,010.10	.00	.00	1,010.10	100.0%
6113614 49000 C2115 TRANSFERS IN (L	0	0	-942.68	.00	.00	942.68	100.0%
6113614 49000 C2124 TRANSFERS IN (C	0	0	-13,082.52	.00	.00	13,082.52	100.0%
6113614 49000 C2201 TRANSFERS IN (C	0	0	-70,156.22	-3,489.55	.00	70,156.22	100.0%
6113614 49000 C2205 TRANSFERS IN (C	0	0	-14,208.17	-654.07	.00	14,208.17	100.0%
6113614 49000 C2209 TRANSFERS IN (C	0	0	-26,534.03	-3,910.52	.00	26,534.03	100.0%
6113614 49000 C2220 TRANSFERS IN (C	0	0	-11,332.13	-1,086.85	.00	11,332.13	100.0%
6113614 49000 C2226 TRANSFERS IN (C	0	0	-1,885.62	.00	.00	1,885.62	100.0%
6113614 49000 C2227 TRANSFERS IN (C	0	0	-650.48	.00	.00	650.48	100.0%
6113614 49000 C2228 TRANSFERS IN (C	0	0	-650.48	.00	.00	650.48	100.0%
6113614 49000 C2229 TRANSFERS IN (C	0	0	-1,813.93	.00	.00	1,813.93	100.0%
6113614 49000 C2230 TRANSFERS IN (C	0	0	-2,366.48	.00	.00	2,366.48	100.0%
6113614 49000 C2231 TRANSFERS IN (C	0	0	-880.82	.00	.00	880.82	100.0%
6113614 49000 C2232 TRANSFERS IN (C	0	0	-2,817.19	.00	.00	2,817.19	100.0%
6113614 49000 C2234 TRANSFERS IN (L	0	0	-471.60	.00	.00	471.60	100.0%
6113614 49000 C2249 TRANSFERS IN (C	0	0	-3,191.34	.00	.00	3,191.34	100.0%
6113614 49000 C2305 TRANSFERS IN (C	0	0	-1,371.75	-56.62	.00	1,371.75	100.0%
6113614 49000 C2309 TRANSFERS IN (L	0	0	-942.83	.00	.00	942.83	100.0%
6113614 49000 C2313 TRANSFERS IN (L	0	0	-2,264.76	.00	.00	2,264.76	100.0%
6113614 49000 M2210 TRANSFERS IN (C	0	0	-1,163.95	.00	.00	1,163.95	100.0%
6113615 49000 C1305 TRANSFERS IN (L	0	0	-141.96	.00	.00	141.96	100.0%
6113615 49000 C1306 TRANSFERS IN (L	0	0	-34,806.92	-342.69	.00	34,806.92	100.0%
6113615 49000 C1703 TRANSFERS IN (L	0	0	-21.72	.00	.00	21.72	100.0%
6113615 49000 C2005 TRANSFERS IN (L	0	0	-609.08	-609.08	.00	609.08	100.0%
6113615 49000 C2111 TRANSFERS IN (C	0	0	-1,115.24	.00	.00	1,115.24	100.0%
6113615 49000 C2124 TRANSFERS IN (L	0	0	-4,827.19	.00	.00	4,827.19	100.0%
6113615 49000 C2205 TRANSFERS IN (L	0	0	-18,300.33	-6,545.75	.00	18,300.33	100.0%
6113615 49000 C2209 TRANSFERS IN (L	0	0	-7,290.44	.00	.00	7,290.44	100.0%
6113615 49160 TRANSFERS IN - IUF	-1,423,488	-1,423,488	-1,419,097.00	-354,774.25	.00	-4,391.00	99.7%
TOTAL WASTEWATER OPERATING FUND	-48,974,766	-48,974,766	-40,649,487.49	-5,054,669.96	.00	-8,325,278.51	83.0%
TOTAL REVENUES	-48,974,766	-48,974,766	-40,649,487.49	-5,054,669.96	.00	-8,325,278.51	

612 WASTEWATER CIP FUND

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612 WASTEWATER CIP FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6123610 49300 C1814 TRANSFERS IN	-3,000,000	-6,754,194	-164,071.18	.00	.00	-6,590,123.03	2.4%
6123610 49300 C1815 TRANSFERS IN	0	-142,101	.00	.00	.00	-142,101.00	.0%
6123610 49300 C2029 TRANSFERS IN	0	-2,988,592	-403,546.77	.00	.00	-2,585,045.20	13.5%
6123610 49300 C2035 TRANSFERS IN	0	-2,720,000	.00	.00	.00	-2,720,000.00	.0%
6123610 49300 C2116 TRANSFERS IN	0	-909,527	.00	.00	.00	-909,527.00	.0%
6123610 49300 C2117 TRANSFERS IN	0	-244,823	.00	.00	.00	-244,822.50	.0%
6123610 49300 C2118 TRANSFERS IN	0	-3,976,500	-89,567.00	.00	.00	-3,886,933.09	2.3%
6123610 49300 C2119 TRANSFERS IN	0	-400,000	.00	.00	.00	-400,000.00	.0%
6123610 49300 C2120 TRANSFERS IN	0	-3,172,514	.00	.00	.00	-3,172,514.00	.0%
6123610 49300 C2121 TRANSFERS IN	0	-500,000	.00	.00	.00	-500,000.00	.0%
6123610 49300 C2201 TRANSFERS IN	0	-57,401,048	-13,660,558.99	.00	.00	-43,740,488.95	23.8%
6123610 49300 C2218 TRANSFERS IN	0	-278,599	.00	.00	.00	-278,599.29	.0%
6123610 49300 C2232 TRANSFERS IN	-2,300,000	-5,830,807	-274,567.37	.00	.00	-5,556,239.69	4.7%
6123610 49300 C2234 TRANSFERS IN	0	-806,512	-4,019.06	.00	.00	-802,492.68	.5%
6123610 49300 C2235 TRANSFERS IN	-6,000,000	-7,249,284	.00	.00	.00	-7,249,284.00	.0%
6123610 49300 C2236 TRANSFERS IN	0	-3,350,000	-27,137.68	.00	.00	-3,322,862.32	.8%
6123610 49300 C2309 TRANSFERS IN	-750,000	-1,414,608	-88,332.53	.00	.00	-1,326,275.65	6.2%
6123610 49300 C2310 TRANSFERS IN	-1,250,000	-1,487,944	-5,763.75	.00	.00	-1,482,180.73	.4%
6123610 49300 C2311 TRANSFERS IN	-400,000	-500,000	.00	.00	.00	-500,000.00	.0%
6123610 49300 C2402 TRANSFERS IN	0	-948,477	-1,837.50	.00	.00	-946,639.50	.2%
6123610 49300 C2408 TRANSFERS IN	-100,000	-100,000	.00	.00	.00	-100,000.00	.0%
6123610 49300 C2409 TRANSFERS IN	-100,000	-100,000	.00	.00	.00	-100,000.00	.0%
6123616 49300 C2201 TRANSFERS IN	0	-1,892,299	.00	.00	.00	-1,892,299.00	.0%
TOTAL WASTEWATER CIP FUND	-13,900,000	-103,167,829	-14,719,401.83	.00	.00	-88,448,427.63	14.3%
TOTAL REVENUES	-13,900,000	-103,167,829	-14,719,401.83	.00	.00	-88,448,427.63	
613 WASTEWATER CONNECTION FEE FUND							
6133610 45280 SEWER CONNECTION FEE	-1,350,000	-1,350,000	-2,376,922.63	-237,621.35	.00	1,026,922.63	176.1%
6133610 47100 INTEREST INC- INVEST	-81,033	-81,033	-272,476.20	-100,031.50	.00	191,443.20	336.3%
TOTAL WASTEWATER CONNECTION FEE F	-1,431,033	-1,431,033	-2,649,398.83	-337,652.85	.00	1,218,365.83	185.1%
TOTAL REVENUES	-1,431,033	-1,431,033	-2,649,398.83	-337,652.85	.00	1,218,365.83	
617 WASTEWATER BOND FUNDED CIP							
6171001 47900 PROCEEDS FROM SALE O	0	-64,182,739	.00	.00	.00	-64,182,738.89	.0%
TOTAL WASTEWATER BOND FUNDED CIP	0	-64,182,739	.00	.00	.00	-64,182,738.89	.0%
TOTAL REVENUES	0	-64,182,739	.00	.00	.00	-64,182,738.89	

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628 WASTEWATER SEC-CONT PREV FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
628 WASTEWATER SEC-CONT PREV FUND							
6283616 47100 INTEREST INC- INVEST	-11,667	-11,667	3,096.98	-142.56	.00	-14,763.98	-26.5%
TOTAL WASTEWATER SEC-CONT PREV FU	-11,667	-11,667	3,096.98	-142.56	.00	-14,763.98	-26.5%
TOTAL REVENUES	-11,667	-11,667	3,096.98	-142.56	.00	-14,763.98	
631 SOLID WASTE OPERATING FUND							
6313630 47000 MISCELLANEOUS REVENU	-12,025	-12,025	-6,315.38	.00	.00	-5,709.62	52.5%
6313630 47100 INTEREST INC- INVEST	-94,352	-94,352	-323,476.13	-100,328.32	.00	229,124.13	342.8%
6313630 48300 M2105 MISC INTERGOV R	0	-1	.00	.00	.00	-.50	.0%
6313630 48300 M2218 MISC INTERGOV R	0	-48,204	-48,203.92	.00	.00	.00	100.0%
6313630 49000 C1305 TRANSFERS IN (L	0	0	-141.95	.00	.00	141.95	100.0%
6313630 49000 C1306 TRANSFERS IN (L	0	0	-20,886.49	-1,951.04	.00	20,886.49	100.0%
6313630 49000 C1307 TRANSFERS IN (L	0	0	-19,858.59	-2,198.30	.00	19,858.59	100.0%
6313630 49000 C1703 TRANSFERS IN (L	0	0	-21.72	.00	.00	21.72	100.0%
6313630 49000 C1810 TRANSFERS IN (C	0	0	-3,541.54	.00	.00	3,541.54	100.0%
6313630 49000 C2005 TRANSFERS IN (L	0	0	-1,131.07	-609.10	.00	1,131.07	100.0%
6313630 49000 C2019 TRANSFERS IN (C	0	0	-5,156.68	.00	.00	5,156.68	100.0%
6313630 49000 C2021 TRANSFERS IN (C	0	0	-4,351.46	-208.32	.00	4,351.46	100.0%
6313630 49000 C2101 TRANSFERS IN (C	0	0	-3,595.75	.00	.00	3,595.75	100.0%
6313630 49000 C2102 TRANSFERS IN (C	0	0	-20,284.61	-1,735.90	.00	20,284.61	100.0%
6313630 49000 C2104 TRANSFERS IN (C	0	0	-3,309.34	.00	.00	3,309.34	100.0%
6313630 49000 C2105 TRANSFERS IN (L	0	0	-1,010.16	.00	.00	1,010.16	100.0%
6313630 49000 C2111 TRANSFERS IN (C	0	0	-853.71	.00	.00	853.71	100.0%
6313630 49000 C2115 TRANSFERS IN (L	0	0	-1,538.32	.00	.00	1,538.32	100.0%
6313630 49000 C2124 TRANSFERS IN (C	0	0	-40.31	.00	.00	40.31	100.0%
6313630 49000 C2201 TRANSFERS IN (C	0	0	-33,279.47	-3,489.55	.00	33,279.47	100.0%
6313630 49000 C2205 TRANSFERS IN (L	0	0	-8,446.77	-1,806.89	.00	8,446.77	100.0%
6313630 49000 C2209 TRANSFERS IN (C	0	0	-7,796.77	.00	.00	7,796.77	100.0%
6313630 49000 C2220 TRANSFERS IN (C	0	0	-11,332.22	-1,086.78	.00	11,332.22	100.0%
6313630 49000 C2232 TRANSFERS IN (L	0	0	-256.95	.00	.00	256.95	100.0%
6313630 49160 TRANSFERS IN - IUF	-2,614,128	-2,614,128	-2,606,065.00	-651,516.25	.00	-8,063.00	99.7%
6313631 47000 MISCELLANEOUS REVENU	0	0	-210.00	.00	.00	210.00	100.0%
6313632 43270 PENALTIES & FORFEITU	-265,000	-265,000	-256,531.37	-27,795.25	.00	-8,468.63	96.8%
6313632 45300 RESIDENTIAL STANDARD	-12,873,577	-12,873,577	-10,458,499.53	-1,061,869.25	.00	-2,415,077.47	81.2%
6313632 45301 RESIDENTIAL SPECIAL	-134,044	-134,044	-113,693.65	-13,238.38	.00	-20,350.35	84.8%
6313632 45310 RESIDENTIAL EXTRA CA	-443,203	-443,203	-375,471.77	-38,187.75	.00	-67,731.23	84.7%
6313632 47000 MISCELLANEOUS REVENU	-2,040	-2,040	-16,148.00	-280.00	.00	14,108.00	791.6%

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631 SOLID WASTE OPERATING FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6313632 47800 SALES OF ASSETS	0	0	-12,025.00	-12,025.00	.00	12,025.00	100.0%
6313633 45310 COMMERCIAL FEL 4-CUB	-11,193,641	-11,193,641	-9,582,128.69	-1,297,936.55	.00	-1,611,512.31	85.6%
6313633 45311 COMMERCIAL FEL 2-CUB	-4,172,960	-4,172,960	-3,394,861.65	-426,262.38	.00	-778,098.35	81.4%
6313633 45312 COMMERCIAL CARTS SER	-218,371	-218,371	-177,934.46	-19,384.77	.00	-40,436.54	81.5%
6313633 45313 COMMERCIAL SPECIAL P	-21,570	-21,570	-11,775.99	-999.60	.00	-9,794.01	54.6%
6313633 45314 COMMERCIAL FOOD WAST	-55,836	-55,836	-140,600.33	-18,946.47	.00	84,764.33	251.8%
6313634 45320 INDUSTRIAL 30-CUBIC	-1,496,055	-1,496,055	-1,295,987.47	-159,994.61	.00	-200,067.53	86.6%
6313634 45321 INDUSTRIAL 13.4-CUBI	-890,604	-890,604	-847,571.44	-103,200.25	.00	-43,032.56	95.2%
6313634 45322 INDUSTRIAL 30YD PASS	-1,246,492	-1,246,492	-1,395,043.53	-180,168.73	.00	148,551.53	111.9%
6313634 45323 INDUSTRIAL 13.4YD PA	-293,552	-293,552	-183,051.24	-23,144.90	.00	-110,500.76	62.4%
6313634 45324 INDUSTRIAL SPECIAL P	-378,410	-378,410	-207,185.40	-19,627.75	.00	-171,224.60	54.8%
6313634 45325 INDUST SPEC P/U PASS	-602,811	-602,811	-305,318.07	-27,663.35	.00	-297,492.93	50.6%
6313634 45326 INDUSTRIAL RENTAL CH	-83,603	-83,603	-89,760.00	-13,560.00	.00	6,157.00	107.4%
6313634 45327 WALKING FLOOR TRAILE	-521,881	-521,881	-372,586.50	-37,185.00	.00	-149,294.50	71.4%
6313634 45328 WALK FL TRAILER PASS	-776,529	-776,529	-609,017.88	-61,504.97	.00	-167,511.12	78.4%
6313634 47000 MISCELLANEOUS REVENU	0	0	-550.00	-50.00	.00	550.00	100.0%
6313635 45340 DEL NORTE WASTE GATE	-6,902,000	-6,902,000	-6,909,831.48	-770,552.85	.00	7,831.48	100.1%
6313635 45341 DEL NORTE HOST FEE	-27,718	-27,718	.00	.00	.00	-27,718.00	.0%
6313635 45342 DEL NORTE CONST-DEMO	-172,971	-172,971	.00	.00	.00	-172,971.00	.0%
6313635 47000 MISCELLANEOUS REVENU	-15,000	-15,000	-15,868.95	-1,122.68	.00	868.95	105.8%
6313635 47700 OTHER REIMBURSEMENTS	-13,000	-13,000	-5,000.00	.00	.00	-8,000.00	38.5%
6313636 45330 DEL NORTE MRF RECYCL	-3,335,000	-3,335,000	-1,803,485.64	-212,473.62	.00	-1,531,514.36	54.1%
6313636 45331 DEL NORTE MRF E-WAST	-15,000	-15,000	.00	.00	.00	-15,000.00	.0%
6313636 45332 DEL NORTE MRF MATTRE	-50,000	-50,000	.00	.00	.00	-50,000.00	.0%
TOTAL SOLID WASTE OPERATING FUND	-48,921,373	-48,969,577	-41,711,032.35	-5,292,104.56	.00	-7,258,545.07	85.2%
TOTAL REVENUES	-48,921,373	-48,969,577	-41,711,032.35	-5,292,104.56	.00	-7,258,545.07	
632 SOLID WASTE CIP FUND							
6323630 49300 C2032 TRANSFERS IN	0	-1,272,541	.00	.00	.00	-1,272,541.00	.0%
6323630 49300 C2122 TRANSFERS IN	0	-1,267,765	-723.52	.00	.00	-1,267,041.27	.1%
6323630 49300 C2124 TRANSFERS IN	0	-1,836,430	-450,888.60	.00	.00	-1,385,541.36	24.6%
6323630 49300 C2125 TRANSFERS IN	0	-9,312	.00	.00	.00	-9,311.95	.0%
6323630 49300 C2218 TRANSFERS IN	0	-300,000	.00	.00	.00	-300,000.00	.0%
6323639 49300 C2020 TRANSFERS IN	0	-299,350	.00	.00	.00	-299,350.00	.0%
TOTAL SOLID WASTE CIP FUND	0	-4,985,398	-451,612.12	.00	.00	-4,533,785.58	9.1%
TOTAL REVENUES	0	-4,985,398	-451,612.12	.00	.00	-4,533,785.58	
634 SOLID WASTE DEVELOPER FEE FUND							
6343632 45302 SOLID WASTE - RESID	-9,000	-9,000	-8,751.60	-1,029.60	.00	-248.40	97.2%

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634 SOLID WASTE DEVELOPER FEE FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6343632 45303 SOLID WASTE - RESID	0	0	-3,737.45	-439.70	.00	3,737.45	100.0%
6343632 45304 SOLID WASTE - RESID	0	0	-4,790.60	-563.60	.00	4,790.60	100.0%
6343632 45305 SOLID WASTE - RESID	0	0	-4,002.65	-470.90	.00	4,002.65	100.0%
6343632 47100 INTEREST INC- INVEST	-5,036	-5,036	-16,113.77	-5,704.47	.00	11,077.77	320.0%
6343633 45315 SOLID WASTE- COMM 2C	0	0	-3,582.00	.00	.00	3,582.00	100.0%
6343633 45316 SOLID WASTE- COMM 4C	-18,000	-18,000	-30,442.00	-2,455.00	.00	12,442.00	169.1%
6343633 45317 SOLID WASTE - FRONT-	0	0	-20,231.36	-892.56	.00	20,231.36	100.0%
TOTAL SOLID WASTE DEVELOPER FEE F	-32,036	-32,036	-91,651.43	-11,555.83	.00	59,615.43	286.1%
TOTAL REVENUES	-32,036	-32,036	-91,651.43	-11,555.83	.00	59,615.43	
638 SOLID WASTE SEC - CONT PREV FU							
6383639 45150 SOLID WASTE COMTAM P	-178,000	-178,000	-83,235.36	-24.24	.00	-94,764.64	46.8%
6383639 47100 INTEREST INC- INVEST	-6,187	-6,187	-19,110.06	-6,601.20	.00	12,923.06	308.9%
TOTAL SOLID WASTE SEC - CONT PREV	-184,187	-184,187	-102,345.42	-6,625.44	.00	-81,841.58	55.6%
TOTAL REVENUES	-184,187	-184,187	-102,345.42	-6,625.44	.00	-81,841.58	
641 PERFORMING ARTS CENTER FUND							
6415601 43100 PACC VENDOR FACILITY	-233,000	-233,000	-285,536.25	.00	.00	52,536.25	122.5%
6415601 43110 PACC VENDOR CONCESSI	-15,000	-15,000	-11,867.26	.00	.00	-3,132.74	79.1%
6415601 47000 MISCELLANEOUS REVENU	0	0	-1,800.54	.00	.00	1,800.54	100.0%
TOTAL PERFORMING ARTS CENTER FUND	-248,000	-248,000	-299,204.05	.00	.00	51,204.05	120.6%
TOTAL REVENUES	-248,000	-248,000	-299,204.05	.00	.00	51,204.05	
651 GOLF COURSE OPERATING FUND							
6513640 44100 GOLF COURSE - OPERAT	-6,146,450	-7,077,849	-6,006,715.69	-605,655.41	.00	-1,071,133.31	84.9%
6513640 47000 MISCELLANEOUS REVENU	-265,200	-265,200	-245,438.48	-140,250.56	.00	-19,761.52	92.5%
6513640 47100 INTEREST INC- INVEST	0	0	-120,879.06	-43,669.83	.00	120,879.06	100.0%
TOTAL GOLF COURSE OPERATING FUND	-6,411,650	-7,343,049	-6,373,033.23	-789,575.80	.00	-970,015.77	86.8%
TOTAL REVENUES	-6,411,650	-7,343,049	-6,373,033.23	-789,575.80	.00	-970,015.77	
652 GOLF COURSE CIP FUND							
6523640 49300 C2242 TRANSFERS IN	0	-600,000	.00	.00	.00	-600,000.00	.0%

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652 GOLF COURSE CIP FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6523640 49300 C2312 TRANSFERS IN	0	-117,983	-3,140.27	.00	.00	-114,842.37	2.7%
6523640 49300 C2313 TRANSFERS IN	0	-470,804	-31,635.82	.00	.00	-439,167.86	6.7%
TOTAL GOLF COURSE CIP FUND	0	-1,188,786	-34,776.09	.00	.00	-1,154,010.23	2.9%
TOTAL REVENUES	0	-1,188,786	-34,776.09	.00	.00	-1,154,010.23	
701 PUBLIC LIAB & PROP INSUR ISF							
7011704 47700 OTHER REIMBURSEMENTS	0	0	-199,398.47	.00	.00	199,398.47	100.0%
7011704 49100 LIABILITY INSURANCE	-8,574,777	-8,574,777	-7,114,059.68	-711,405.98	.00	-1,460,717.32	83.0%
TOTAL PUBLIC LIAB & PROP INSUR IS	-8,574,777	-8,574,777	-7,313,458.15	-711,405.98	.00	-1,261,318.85	85.3%
TOTAL REVENUES	-8,574,777	-8,574,777	-7,313,458.15	-711,405.98	.00	-1,261,318.85	
702 WORKERS COMP INSUR ISF							
7021702 47700 OTHER REIMBURSEMENTS	0	0	-201,014.18	.00	.00	201,014.18	100.0%
7021702 49110 WORKERS COMP INSURAN	-9,884,339	-9,884,339	-8,236,949.70	-823,694.97	.00	-1,647,389.30	83.3%
TOTAL WORKERS COMP INSUR ISF	-9,884,339	-9,884,339	-8,437,963.88	-823,694.97	.00	-1,446,375.12	85.4%
TOTAL REVENUES	-9,884,339	-9,884,339	-8,437,963.88	-823,694.97	.00	-1,446,375.12	
725 CUSTOMER BILLING OPS ISF							
7251211 49120 INTERNAL UTILITY BIL	-3,041,948	-3,041,948	-2,534,956.70	-253,495.67	.00	-506,991.30	83.3%
TOTAL CUSTOMER BILLING OPS ISF	-3,041,948	-3,041,948	-2,534,956.70	-253,495.67	.00	-506,991.30	83.3%
TOTAL REVENUES	-3,041,948	-3,041,948	-2,534,956.70	-253,495.67	.00	-506,991.30	
731 INFORMATION TECHNOLOGY ISF							
7311801 49130 IT INTERNAL SERVICE	-6,193,413	-6,193,413	-5,112,127.80	-511,212.78	.00	-1,081,285.20	82.5%
7311802 49130 IT INTERNAL SERVICE	-675,347	-675,347	-557,440.70	-55,744.07	.00	-117,906.30	82.5%
7311803 49130 IT INTERNAL SERVICE	-2,065,201	-2,065,201	-1,704,645.20	-170,464.52	.00	-360,555.80	82.5%
7311804 49130 IT INTERNAL SERVICE	-3,107,541	-3,107,541	-2,565,006.90	-256,500.69	.00	-542,534.10	82.5%
7311805 49130 IT INTERNAL SERVICE	-1,138,975	-1,138,975	-864,270.50	-86,427.05	.00	-274,704.50	75.9%

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731 INFORMATION TECHNOLOGY ISF	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL INFORMATION TECHNOLOGY ISF	-13,180,477	-13,180,477	-10,803,491.10	-1,080,349.11	.00	-2,376,985.90	82.0%
TOTAL REVENUES	-13,180,477	-13,180,477	-10,803,491.10	-1,080,349.11	.00	-2,376,985.90	
732 IT CAPITAL							
7321801 49300 C1404 TRANSFERS IN	0	-293,487	-4,119.11	.00	.00	-289,368.36	1.4%
7321805 49300 C2315 TRANSFERS IN	0	-42,155	.00	.00	.00	-42,154.70	.0%
TOTAL IT CAPITAL	0	-335,642	-4,119.11	.00	.00	-331,523.06	1.2%
TOTAL REVENUES	0	-335,642	-4,119.11	.00	.00	-331,523.06	
735 FACILITIES MAINTENANCE ISF							
7353740 43300 RENTAL REVENUE (SHOR	-39,609	-39,609	-35,589.06	-623.73	.00	-4,019.94	89.9%
7353740 47000 MISCELLANEOUS REVENU	0	0	-6,155.59	.00	.00	6,155.59	100.0%
7353740 49140 FACILITIES INTERNAL	-6,733,983	-7,363,983	-5,611,652.30	-561,165.23	.00	-1,752,330.70	76.2%
TOTAL FACILITIES MAINTENANCE ISF	-6,773,592	-7,403,592	-5,653,396.95	-561,788.96	.00	-1,750,195.05	76.4%
TOTAL REVENUES	-6,773,592	-7,403,592	-5,653,396.95	-561,788.96	.00	-1,750,195.05	
741 FLEET SERVICES ISF							
7413750 43400 DAMAGE REIMBURSEMENT	-29,941	-29,941	-58,948.44	-7,400.00	.00	29,007.44	196.9%
7413750 47000 MISCELLANEOUS REVENU	-18,818	-18,818	-8,910.11	.00	.00	-9,907.89	47.3%
7413750 47700 OTHER REIMBURSEMENTS	0	0	-3,053.84	.00	.00	3,053.84	100.0%
7413750 47800 SALES OF ASSETS	-2,324	-2,324	-1,377.16	.00	.00	-946.84	59.3%
7413750 49150 FLEET-EQUIPMENT MAIN	-9,698,893	-9,698,893	-6,993,107.73	-634,885.32	.00	-2,705,785.27	72.1%
TOTAL FLEET SERVICES ISF	-9,749,976	-9,749,976	-7,065,397.28	-642,285.32	.00	-2,684,578.72	72.5%
TOTAL REVENUES	-9,749,976	-9,749,976	-7,065,397.28	-642,285.32	.00	-2,684,578.72	
801 COFA DEBT SERVICE FUND							
8011001 47110 OTHER INTEREST INCOM	0	0	-3,877.47	.00	.00	3,877.47	100.0%
8011001 49300 TRANSFERS IN	-6,075,631	0	.00	.00	.00	.00	.0%

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801 COFA DEBT SERVICE FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
8011001 49900 TRANSFER IN - DEBT	0	-5,832,736	-1,642,705.14	.00	.00	-4,190,030.86	28.2%
8011001 49900 C1844 TRANSFER IN - D	0	-128,734	-128,733.02	.00	.00	-.98	100.0%
8011001 49900 C1845 TRANSFER IN - D	0	-92,300	-92,299.16	.00	.00	-.84	100.0%
8011001 49900 M1905 TRANSFER IN - D	0	-21,861	-21,860.32	.00	.00	-.68	100.0%
8013101 49300 TRANSFERS IN	-1,662,500	0	.00	.00	.00	.00	.0%
8013101 49900 M1805 TRANSFER IN - D	0	-1,662,500	-211,250.00	.00	.00	-1,451,250.00	12.7%
TOTAL COFA DEBT SERVICE FUND	-7,738,131	-7,738,131	-2,100,725.11	.00	.00	-5,637,405.89	27.1%
TOTAL REVENUES	-7,738,131	-7,738,131	-2,100,725.11	.00	.00	-5,637,405.89	
850 RIVERPARK JPA FUND							
8501001 47100 INTEREST INC- INVEST	-6,490	-6,490	-18,636.85	-6,401.34	.00	12,146.85	287.2%
TOTAL RIVERPARK JPA FUND	-6,490	-6,490	-18,636.85	-6,401.34	.00	12,146.85	287.2%
TOTAL REVENUES	-6,490	-6,490	-18,636.85	-6,401.34	.00	12,146.85	
GRAND TOTAL	-584,892,529	**********	-488,104,623.72	-42,290,465.97	.00	-537,031,545.40	47.6%

** END OF REPORT - Generated by James Costello **

CITY OF OXNARD BALANCE SHEET REPORT

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'101	'GENERAL FUND	0000	UNDEFINED SUBFUND	'Asset	(2,646,898.66)	71,117,606.09
				'Fund Balance	2,975,151.28	(54,451,699.49)
				'Liability	(328,252.62)	(16,665,906.60)
'104	'HALF CENT SALES TAX - MEAS O	0000	UNDEFINED SUBFUND	'Asset	1,116,849.04	26,367,097.64
				'Fund Balance	(980,829.73)	(26,121,058.66)
				'Liability	(136,019.31)	(246,038.98)
'105	'STREET MAINTENANCE (IUF) FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	786,247.56
				'Fund Balance	0.00	(786,285.48)
				'Liability	0.00	37.92
'114	'STORM WATER MANAGEMENT FUND	0000	UNDEFINED SUBFUND	'Asset	(210,596.94)	221,023.49
				'Fund Balance	208,942.35	(221,108.81)
				'Liability	1,654.59	85.32
'119	'PUBLIC SAFETY RETIREMENT FUND	0000	UNDEFINED SUBFUND	'Asset	(1,363,601.19)	(2,367,672.19)
				'Fund Balance	1,363,601.19	2,366,707.94
				'Liability	0.00	964.25
'120	'MAINT ASSMNT DIST	2000	SPECIAL DISTRICTS ADMIN	'Asset	(136,458.29)	(658,836.00)
				'Fund Balance	138,412.94	660,542.88
				'Liability	(1,954.65)	(1,706.88)
		2030	LMD 03 - RIVER RIDGE	'Asset	1,775.93	104,348.25
				'Fund Balance	966.01	(104,348.25)
				'Liability	(2,741.94)	0.00
		2100	LMD 10 - COUNTRY CLUB	'Asset	349.67	25,409.53
				'Fund Balance	501.56	(25,409.53)
				'Liability	(851.23)	0.00
		2110	LMD 11 - ST. TROPAZ	'Asset	63.74	(1,475.90)
				'Fund Balance	259.96	1,475.90
				'Liability	(323.70)	0.00
		2120	LMD 12 - STANDARD PACIFIC	'Asset	(76.37)	32,741.95
				'Fund Balance	158.23	(32,741.95)
				'Liability	(81.86)	0.00

CITY OF OXNARD BALANCE SHEET REPORT
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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
		2130	**LMD 13 - LE VILLAGE**	'Asset	(1,437.57)	26,911.79
				'Fund Balance	1,848.11	(26,911.79)
				'Liability	(410.54)	0.00
		2140	**LMD 14 - CALIFORNIA COVE**	'Asset	(3,501.64)	41,595.66
				'Fund Balance	4,005.08	(41,595.66)
				'Liability	(503.44)	0.00
		2160	**LMD 16 - CALIFORNIA LIGHTHOUSE**	'Asset	149.80	28,436.33
				'Fund Balance	7.85	(28,436.33)
				'Liability	(157.65)	0.00
		2230	**LMD 23 - GREYSTONE**	'Asset	40.16	9,552.54
				'Fund Balance	(11.18)	(9,552.54)
				'Liability	(28.98)	0.00
		2240	**LMD 24 - VINEYARDS**	'Asset	(8,249.44)	22,528.86
				'Fund Balance	8,540.54	(22,408.86)
				'Liability	(291.10)	(120.00)
		2250	**LMD 25 - THE POINTE**	'Asset	(155.62)	29,096.02
				'Fund Balance	477.53	(28,976.02)
				'Liability	(321.91)	(120.00)
		2270	**LMD 27- ROSE ISLAND**	'Asset	125.85	31,487.96
				'Fund Balance	56.76	(31,487.96)
				'Liability	(182.61)	0.00
		2280	**LMD 28 - HARBORSIDE**	'Asset	323.56	83,885.15
				'Fund Balance	5.69	(83,885.15)
				'Liability	(329.25)	0.00
		2300	**LMD 30 - HAAS AUTOMATION**	'Asset	426.37	89,581.53
				'Fund Balance	(426.37)	(89,581.53)
		2310	**LMD 31 - RANCHO DE LA ROSA**	'Asset	580.04	37,516.61
				'Fund Balance	1,082.76	(37,516.61)
				'Liability	(1,662.80)	0.00
		2320	**LMD 32 - OAK PARK**	'Asset	335.24	57,254.56

CITY OF OXNARD BALANCE SHEET REPORT
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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
		2320	**LMD 32 - OAK PARK**	'Fund Balance	(82.35)	(57,254.56)
				'Liability	(252.89)	0.00
		2330	**LMD 33 - EL PASEO**	'Asset	483.48	53,504.06
				'Fund Balance	(164.25)	(53,504.06)
				'Liability	(319.23)	0.00
		2340	**LMD 34 - SUNRISE PT/SUNSET CV**	'Asset	584.91	77,703.95
				'Fund Balance	336.61	(77,703.95)
				'Liability	(921.52)	0.00
		2360	**LMD 36 - V ST CRUZ/V CARMEL**	'Asset	(30.12)	85,741.93
				'Fund Balance	1,392.68	(85,741.93)
				'Liability	(1,362.56)	0.00
		2370	**LMD 37 - PACIFIC BREEZE**	'Asset	1,061.47	153,089.90
				'Fund Balance	(844.65)	(153,089.90)
				'Liability	(216.82)	0.00
		2380	**LMD 38 - ALDEA DEL MAR**	'Asset	(1,030.79)	52,634.40
				'Fund Balance	1,930.46	(52,634.40)
				'Liability	(899.67)	0.00
		2390	**LMD 39 - EL SUENO PROMESA**	'Asset	(17,384.41)	159,534.33
				'Fund Balance	19,959.45	(159,114.33)
				'Liability	(2,575.04)	(420.00)
		2391	**LMD 39- D.R. HORTON**	'Asset	(6,544.50)	38,963.03
				'Fund Balance	6,737.83	(38,963.03)
				'Liability	(193.33)	0.00
		2400	**LMD 40 - CANTADA**	'Asset	1,283.92	128,874.48
				'Fund Balance	9,484.94	(118,962.48)
				'Liability	(10,768.86)	(9,912.00)
		2410	**LMD 41 - PACIFIC COVE**	'Asset	(701.16)	51,959.88
				'Fund Balance	10,099.63	(42,983.88)
				'Liability	(9,398.47)	(8,976.00)
		2420	**LMD 42 - CANTABRIA/CORONADO**	'Asset	95.53	292,945.15

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		2420	**LMD 42 - CANTABRIA/CORONADO**	'Fund Balance	53,614.46	(239,445.15)
				'Liability	(53,709.99)	(53,500.00)
		2430	**LMD 43 - GREENBELT**	'Asset	1,549.10	215,682.64
				'Fund Balance	(525.73)	(214,977.37)
				'Liability	(1,023.37)	(705.27)
		2460	**LMD 46 - DAILY RANCH**	'Asset	(234.64)	144,202.18
				'Fund Balance	234.64	(144,202.18)
		2470	**LMD 47 - SYCAMORE PLACE**	'Asset	521.99	113,734.28
				'Fund Balance	(521.99)	(113,734.28)
		2490	**LMD 49 - CAMERON RANCH**	'Asset	(991.59)	(68,326.54)
				'Fund Balance	991.59	68,326.54
		2500	**LMD 50 - PV SENIOR HOUSING**	'Asset	7.09	37,496.44
				'Fund Balance	2,032.91	(35,456.44)
				'Liability	(2,040.00)	(2,040.00)
		2510	**LMD 51 - PFEILER**	'Asset	803.46	230,135.52
				'Fund Balance	(723.46)	(229,157.21)
				'Liability	(80.00)	(978.31)
		2520	**LMD 52 - WINGFIELD**	'Asset	1,337.81	267,538.42
				'Fund Balance	(1,337.81)	(267,538.42)
		2530	**LMD 53 - HUFF COURT**	'Asset	(18.61)	8,242.73
				'Fund Balance	18.61	(8,242.73)
		2540	**LMD 54 - MEADOWCREST**	'Asset	21.38	92,156.77
				'Fund Balance	(21.38)	(92,156.77)
		2550	**LMD 55 - WINGFIELD WEST**	'Asset	16.17	39,237.86
				'Fund Balance	(16.17)	(39,237.86)
		2580	**LMD 58 - WESTWIND**	'Asset	472.26	140,352.63
				'Fund Balance	4,151.74	(135,728.63)
				'Liability	(4,624.00)	(4,624.00)

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
		2600	**LMD 60 - ARTISAN**	'Asset	48.40	27,588.91
				'Fund Balance	(48.40)	(27,588.91)
		3040	**LMD 04 - MNDLY BAY/BEACH MAIN**	'Asset	374.67	52,061.03
				'Fund Balance	198.11	(52,061.03)
				'Liability	(572.78)	0.00
		4010	**WATERWAYS 01- MANDALAY BAY**	'Asset	(40,017.31)	43,075.75
				'Fund Balance	41,061.60	(42,969.08)
				'Liability	(1,044.29)	(106.67)
		4020	**WATERWAYS 02- HARBOR ISLAND**	'Asset	(4,328.03)	16,150.38
				'Fund Balance	4,328.03	(16,150.38)
		5080	**OXNARD TWIN CENTER CFD 88-1**	'Fund Balance	0.00	0.00
		6020	**CFD 02 - WESTPORT**	'Asset	(120,236.12)	1,299,910.03
				'Fund Balance	67,222.72	(1,295,956.85)
				'Liability	53,013.40	(3,953.18)
		6040	**CFD 04 - SEABRIDGE**	'Asset	(39,123.22)	3,272,172.33
				'Fund Balance	25,257.80	(3,261,805.14)
				'Liability	13,865.42	(10,367.19)
		6050	**CFD 05 - RIVERPARK**	'Asset	(311,402.96)	1,882,112.17
				'Fund Balance	181,428.99	(1,851,184.95)
				'Liability	129,973.97	(30,927.22)
		6060	**CFD 09 - NORTHSHORE MANDALAY**	'Asset	2,975.91	492,589.59
				'Fund Balance	(2,975.91)	(492,589.59)
		6070	**CFD 07- WAGON WHEEL**	'Asset	1,326.83	152,823.90
				'Fund Balance	(1,326.83)	(152,823.90)
		6080	**CFD 08 - SAKIOKA FARMS**	'Asset	0.00	166,564.45
				'Fund Balance	0.00	(166,564.45)
'181	**'STATE GAS TAX FUND**	0000	**UNDEFINED SUBFUND**	'Asset	104,350.85	(3,051,195.94)
				'Fund Balance	(101,925.00)	3,078,612.08
				'Liability	(2,425.85)	(27,416.14)

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'181	'STATE GAS TAX FUND					
'182	**'TRAFFIC SAFETY FUND**	0000	**UNDEFINED SUBFUND**	'Asset	(24,965.41)	118,978.60
				'Fund Balance	24,965.41	(118,978.59)
				'Liability	0.00	(0.01)
'185	**'ROAD MAINT & REHAB ACT FUND**	0000	**UNDEFINED SUBFUND**	'Asset	393,056.87	6,585,117.63
				'Fund Balance	(393,056.87)	(6,585,117.63)
'191	**'ASSET SEIZURE FUND - FED**	0000	**UNDEFINED SUBFUND**	'Asset	(4,885.76)	161,031.93
				'Fund Balance	4,885.76	(160,661.93)
				'Liability	0.00	(370.00)
'192	**'ASSET SEIZURE FUND - STATE**	0000	**UNDEFINED SUBFUND**	'Asset	4,606.47	105,081.48
				'Fund Balance	6,918.13	(93,556.88)
				'Liability	(11,524.60)	(11,524.60)
'200	**'FEDERAL GRANTS FUND**	0000	**UNDEFINED SUBFUND**	'Asset	409,194.88	(7,843,032.96)
				'Fund Balance	(448,907.22)	7,855,424.31
				'Liability	39,712.34	(12,391.35)
'201	**'CDGB FUND**	0000	**UNDEFINED SUBFUND**	'Asset	(73,483.95)	1,190,098.89
				'Fund Balance	154,269.45	316,145.46
				'Liability	(80,785.50)	(1,506,244.35)
'202	**'HOME FUND**	0000	**UNDEFINED SUBFUND**	'Asset	26,118.88	8,173,830.79
				'Fund Balance	(23,226.80)	(22,687.05)
				'Liability	(2,892.08)	(8,151,143.74)
'203	**'EMERGENCY SHELTER FUND**	0000	**UNDEFINED SUBFUND**	'Asset	(114,915.72)	27,862.08
				'Fund Balance	99,505.81	(27,842.08)
				'Liability	15,409.91	(20.00)
'204	**'ARPA**	0000	**UNDEFINED SUBFUND**	'Asset	(112,639.46)	21,644,082.83
				'Fund Balance	103,018.05	(21,632,588.41)
				'Liability	9,621.41	(11,494.42)
'210	**'STATE & LOCAL GRANTS FUND**	0000	**UNDEFINED SUBFUND**	'Asset	685,762.63	15,076,467.90
				'Fund Balance	(709,084.24)	(1,504,493.54)
				'Liability	23,321.61	(13,571,974.36)

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'212	'TRANSPORT DEV ACT (TDA) FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	(165.40)
				'Liability	0.00	165.40
		9030	TDA ARTICLE 3	'Asset	936.22	152,717.12
				'Fund Balance	(936.22)	(152,717.12)
		9040	TDA ARTICLE 4	'Asset	99,452.86	2,142,328.24
				'Fund Balance	(105,933.77)	(78,490.91)
				'Liability	6,480.91	(2,063,837.33)
		9080	TDA ARTICLE 8A	'Asset	196.83	1,181.19
				'Fund Balance	(196.83)	(1,181.19)
'220	'STATE HOUSING (LHTFP) GRANT	0000	UNDEFINED SUBFUND	'Asset	(201.81)	761,481.32
				'Fund Balance	(6,872.46)	91,067.57
				'Liability	7,074.27	(852,548.89)
'230	'STATE TRAFFIC CONG RELIEF FUND	0000	UNDEFINED SUBFUND	'Asset	4,782.00	718,991.33
				'Fund Balance	(4,782.00)	(718,991.33)
'301	'CAPITAL OUTLAY FUND	0000	UNDEFINED SUBFUND	'Asset	(2,989,995.58)	1,120,856.20
				'Fund Balance	3,662,249.73	2,626,291.02
				'Liability	(672,254.15)	(3,747,147.22)
'311	'PEG FEES FUND	0000	UNDEFINED SUBFUND	'Asset	32,459.81	4,867,354.12
				'Fund Balance	(32,459.81)	(4,846,712.39)
				'Liability	0.00	(20,641.73)
'313	'2022 LEASE PURCH EQUIP FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	2,012,176.26
				'Fund Balance	0.00	(2,010,536.21)
				'Liability	0.00	(1,640.05)
'314	'2014 LEASE REV BOND FUND	0000	UNDEFINED SUBFUND	'Asset	(76.92)	1,879,137.06
				'Fund Balance	76.92	(1,879,137.06)
'315	'2006 TAB HERO/SW/ORMOND FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	1,518,099.97
				'Fund Balance	0.00	(1,509,524.97)
				'Liability	0.00	(8,575.00)
'316	'2019A LEASE REV BOND FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	13,419.54

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'316	'2019A LEASE REV BOND FUND	0000	UNDEFINED SUBFUND	'Fund Balance	0.00	(13,419.54)
'320	'LOST PUBLIC SECTOR REV FUND	0000	UNDEFINED SUBFUND	'Asset	(12,097.32)	14,926,422.13
				'Fund Balance	21,584.40	(14,915,646.13)
				'Liability	(9,487.08)	(10,776.00)
'350	'DEVELOPMENT IMPACT FEES FUND	8010	PARK FEES - QUIMBY RESERVE	'Asset	67,369.43	10,390,868.41
				'Fund Balance	(67,369.43)	(10,390,868.40)
				'Liability	0.00	(0.01)
		8020	PARKS DEVELOPMENT FEES	'Asset	28,191.57	1,780,517.89
				'Fund Balance	(28,191.57)	(1,780,517.89)
		8030	STORM DRAIN FACILITY FEE	'Asset	80,920.93	10,353,908.89
				'Fund Balance	(80,920.93)	(10,353,908.89)
		8040	CIRCULATION SYS IMPROV FEES	'Asset	655,079.19	19,925,592.73
				'Fund Balance	(655,079.19)	(19,925,463.66)
				'Liability	0.00	(129.07)
		8050	CAP GROWTH FEES-RESIDENTIAL	'Asset	136,806.23	2,427,926.51
				'Fund Balance	(136,806.23)	(2,427,926.51)
		8055	MOBILITY FEE	'Asset	16,730.37	1,240,886.92
				'Fund Balance	(16,730.37)	(1,240,886.92)
		8060	CAP GROWTH FEES-NONRESIDENTIAL	'Asset	16,872.38	2,599,974.70
				'Fund Balance	(16,872.38)	(2,599,974.70)
		8070	UTILITY UNDERGROUNDING IN LIEU	'Asset	12,980.87	1,765,591.36
				'Fund Balance	(12,980.87)	(1,765,591.36)
		8080	PUBLIC ART PROGRAM FEE	'Asset	1,866.00	1,245,247.81
				'Fund Balance	(1,866.00)	(1,245,247.80)
				'Liability	0.00	(0.01)
'360	'OTH. DEVPT FEES FUND	7010	AIR POLLUTION BUYDOWN FEE	'Asset	10,385.99	1,674,864.92
				'Fund Balance	(10,385.99)	(1,674,864.92)
		7020	CUPA OPERATING PROGRAM	'Asset	(75,881.03)	1,675,658.38

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		7020	**CUPA OPERATING PROGRAM**	'Fund Balance	75,026.28	(1,670,112.83)
				'Liability	854.75	(5,545.55)
		7030	**CUPA CAPITAL PROGRAM**	'Asset	2,057.74	309,457.59
				'Fund Balance	(2,057.74)	(309,457.59)
		7040	**AFFORDABLE RENTAL HOUSING**	'Asset	759.89	1,414,252.11
				'Fund Balance	(759.89)	(114,252.11)
				'Liability	0.00	(1,300,000.00)
		7050	**HOUSING IN LIEU - FEES**	'Asset	34,432.40	15,459,804.04
				'Fund Balance	(31,135.08)	(3,620,039.79)
				'Liability	(3,297.32)	(11,839,764.25)
		7060	**HOUSING IN LIEU - CITY**	'Asset	2,886.98	1,084,067.64
				'Fund Balance	(2,886.98)	(434,067.64)
				'Liability	0.00	(650,000.00)
'420	**'HOUSING SUC AGCY FUND**	0000	**UNDEFINED SUBFUND**	'Asset	23,182.85	37,244,987.95
				'Fund Balance	(23,182.85)	(3,609,425.42)
				'Liability	0.00	(33,635,562.53)
'429	**'CDC SUCCESSOR AGENCY FUND**	0000	**UNDEFINED SUBFUND**	'Asset	(151,900.00)	39,534,215.68
				'Fund Balance	161,785.19	(11,397,820.92)
				'Liability	(9,885.19)	(28,136,394.76)
'481	**'DOWNTOWN IMPROVEMENT DISTRICT**	0000	**UNDEFINED SUBFUND**	'Asset	28,387.00	4,269,844.30
				'Fund Balance	(28,387.00)	(4,209,844.29)
				'Liability	0.00	(60,000.01)
'500	**'BOND ASSESSMENT DISTRICTS**	5000	**CFD 2000-3**	'Asset	(1,170.26)	6,880,708.48
				'Fund Balance	1,170.26	(2,778,690.97)
				'Liability	0.00	(4,102,017.51)
		5010	**HUENEME RD ASSESS DIST 83-1**	'Asset	0.00	105,474.06
				'Fund Balance	0.00	(105,474.48)
				'Liability	0.00	0.42
		5020	**ROSE/CLARA ASSESS DIST 86-4**	'Asset	0.00	50,205.16
				'Fund Balance	0.00	(50,205.34)

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'500	'BOND ASSESSMENT DISTRICTS	5020	ROSE/CLARA ASSESS DIST 86-4	'Liability	0.00	0.18
		5030	ROSE/101 ASSESS DIST 96-1	'Asset	0.00	3,955.06
				'Fund Balance	0.00	(3,955.14)
				'Liability	0.00	0.08
		5040	ROSE AVE/101 IFD	'Asset	0.00	4,352.37
				'Fund Balance	0.00	(4,351.94)
				'Liability	0.00	(0.43)
		5050	ASSESSMENT DISTRICT 2000-1	'Asset	(2,229.02)	2,467,733.84
				'Fund Balance	2,888.85	(1,237,074.49)
				'Liability	(659.83)	(1,230,659.35)
		5060	RICE/101 INTER ASSESS DIST	'Asset	1,957.68	7,709,145.67
				'Fund Balance	(1,383.26)	(1,074,138.36)
				'Liability	(574.42)	(6,635,007.31)
		5070	CFD 03-SEABRIDGE BONDED	'Asset	(416.67)	20,793,861.86
				'Fund Balance	416.67	(1,973,861.49)
				'Liability	0.00	(18,820,000.37)
		5080	OXNARD TWIN CENTER CFD 88-1	'Asset	0.00	290,509.88
				'Fund Balance	0.00	(290,510.20)
				'Liability	0.00	0.32
		5100	CFD-01 - WESTPORT BONDED	'Asset	(1,153.34)	6,889,481.22
				'Fund Balance	1,153.34	(993,125.35)
				'Liability	0.00	(5,896,355.87)
'541	'DEVELOPER/OTHER DEPOSITS FUND	0000	UNDEFINED SUBFUND	'Asset	242,683.83	8,842,325.15
				'Fund Balance	(246,607.84)	(6,894,293.23)
				'Liability	3,924.01	(1,948,031.92)
'542	'PAYROLL CLEARING FUND	0000	UNDEFINED SUBFUND	'Asset	(1,066,985.45)	825,265.44
				'Fund Balance	24,394.81	2,376,906.10
				'Liability	1,042,590.64	(3,202,171.54)
'545	'HOUSING AUTHORITY PAYROLL FUND	0000	UNDEFINED SUBFUND	'Asset	128,119.22	857,669.87
				'Fund Balance	(128,119.22)	(858,622.84)

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'545	'HOUSING AUTHORITY PAYROLL FUND	0000	UNDEFINED SUBFUND	'Liability	0.00	952.97
'551	'OPD PROPERTY ROOM FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	336,359.88
				'Fund Balance	0.00	(279,686.23)
				'Liability	0.00	(56,673.65)
'561	'OXNARD DOWNTOWN MGT DIST FUND	0000	UNDEFINED SUBFUND	'Asset	1,642.68	163,505.41
				'Fund Balance	(1,642.68)	(163,505.22)
				'Liability	0.00	(0.19)
'571	'CONTRIBUTIONS TRUST FUND	0000	UNDEFINED SUBFUND	'Asset	1,035.30	2,817,868.31
				'Fund Balance	619.86	(2,398,883.97)
				'Liability	(1,655.16)	(418,984.34)
'586	'ENHANCED RETIREMENT PLAN FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	105,083,399.50
				'Fund Balance	0.00	(105,083,399.50)
'601	'WATER OPERATING FUND	0000	UNDEFINED SUBFUND	'Asset	2,379,497.48	295,077,499.12
				'Fund Balance	1,321,314.61	(103,171,656.25)
				'Liability	(3,700,812.09)	(191,905,842.87)
'602	'WATER CIP FUND	0000	UNDEFINED SUBFUND	'Asset	(2,822,656.64)	(1,579,727.76)
				'Fund Balance	2,209,884.30	2,205,986.42
				'Liability	612,772.34	(626,258.66)
'603	'WATER DEVLPMT IMPACT FEES FUND	0000	UNDEFINED SUBFUND	'Asset	263,552.85	19,619,978.93
				'Fund Balance	(263,552.85)	(19,619,978.93)
'605	'WATER CAP FACILITY FUND	0000	UNDEFINED SUBFUND	'Asset	27,560.67	1,715,267.07
				'Fund Balance	(27,560.67)	(1,722,555.62)
				'Liability	0.00	7,288.55
'606	'WATER RESOURCE FEE FUND	0000	UNDEFINED SUBFUND	'Asset	13,061.82	1,992,782.42
				'Fund Balance	(13,061.82)	(1,992,782.42)
'607	'WATER BONDS/WIFIA LOANS	0000	UNDEFINED SUBFUND	'Asset	0.00	(114,428.25)
				'Fund Balance	0.00	149,428.25
				'Liability	0.00	(35,000.00)
'608	'WATER SECURITY-CONT PREV FUND	0000	UNDEFINED SUBFUND	'Asset	(91,283.88)	1,055,556.84

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'608	'WATER SECURITY-CONT PREV FUND	0000	UNDEFINED SUBFUND	'Fund Balance	44,463.71	(1,022,733.94)
				'Liability	46,820.17	(32,822.90)
'609	'WATER BOND 2021A REV BOND FUND	0000	UNDEFINED SUBFUND	'Asset	141,208.43	13,813,437.29
				'Fund Balance	(141,208.43)	(13,768,567.95)
				'Liability	0.00	(44,869.34)
'611	'WASTEWATER OPERATING FUND	0000	UNDEFINED SUBFUND	'Asset	3,331,211.03	314,116,490.80
				'Fund Balance	(1,452,221.29)	(204,750,352.50)
				'Liability	(1,878,989.74)	(109,366,138.30)
'612	'WASTEWATER CIP FUND	0000	UNDEFINED SUBFUND	'Asset	(151,176.78)	998,701.90
				'Fund Balance	331,822.43	352,959.18
				'Liability	(180,645.65)	(1,351,661.08)
'613	'WASTEWATER CONNECTION FEE FUND	0000	UNDEFINED SUBFUND	'Asset	335,984.18	16,307,394.41
				'Fund Balance	(335,984.18)	(16,307,394.41)
'617	'WASTEWATER BONDS/SRF LOANS	0000	UNDEFINED SUBFUND	'Asset	0.00	(14,730,242.85)
				'Fund Balance	0.00	14,730,242.85
'628	'WASTEWATER SEC-CONT PREV FUND	0000	UNDEFINED SUBFUND	'Asset	142.56	(82,385.12)
				'Fund Balance	(142.56)	82,385.12
'631	'SOLID WASTE OPERATING FUND	0000	UNDEFINED SUBFUND	'Asset	2,248,449.02	67,111,318.35
				'Fund Balance	(851,436.68)	(18,832,619.20)
				'Liability	(1,397,012.34)	(48,278,699.15)
'632	'SOLID WASTE CIP FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	65,983.84
				'Fund Balance	0.00	(0.00)
				'Liability	0.00	(65,983.84)
'634	'SOLID WASTE DEVELOPER FEE FUND	0000	UNDEFINED SUBFUND	'Asset	11,555.83	882,224.99
				'Fund Balance	(11,555.83)	(882,224.99)
'638	'SOLID WASTE SEC - CONT PREV FU	0000	UNDEFINED SUBFUND	'Asset	(9,651.70)	992,255.37
				'Fund Balance	9,651.70	(992,255.37)
'641	'PERFORMING ARTS CENTER FUND	0000	UNDEFINED SUBFUND	'Asset	(2,677.81)	599,056.75
				'Fund Balance	3,512.10	(599,059.01)

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APRIL 2024

FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'641	'PERFORMING ARTS CENTER FUND	0000	UNDEFINED SUBFUND	'Liability	(834.29)	2.26
'651	'GOLF COURSE OPERATING FUND	0000	UNDEFINED SUBFUND	'Asset	771,374.92	51,895,135.07
				'Fund Balance	(742,898.33)	(51,499,375.89)
				'Liability	(28,476.59)	(395,759.18)
'652	'GOLF COURSE CIP FUND	0000	UNDEFINED SUBFUND	'Asset	(925.36)	(925.36)
				'Fund Balance	925.36	925.36
'701	'PUBLIC LIAB & PROP INSUR ISF	0000	UNDEFINED SUBFUND	'Asset	102,442.98	3,654,166.22
				'Fund Balance	(102,442.98)	4,226,522.74
				'Liability	0.00	(7,880,688.96)
'702	'WORKERS COMP INSUR ISF	0000	UNDEFINED SUBFUND	'Asset	322,486.49	20,392,950.53
				'Fund Balance	(18,308.93)	18,224,406.20
				'Liability	(304,177.56)	(38,617,356.73)
'725	'CUSTOMER BILLING OPS ISF	0000	UNDEFINED SUBFUND	'Asset	78,561.41	2,586,405.36
				'Fund Balance	(30,696.11)	149,293.39
				'Liability	(47,865.30)	(2,735,698.75)
'731	'INFORMATION TECHNOLOGY ISF	0000	UNDEFINED SUBFUND	'Asset	592,732.58	13,309,709.46
				'Fund Balance	(608,457.89)	(6,234,921.79)
				'Liability	15,725.31	(7,074,787.67)
'732	'IT CAPITAL	0000	UNDEFINED SUBFUND	'Fund Balance	0.00	(0.00)
'735	'FACILITIES MAINTENANCE ISF	0000	UNDEFINED SUBFUND	'Asset	59,001.17	4,389,867.81
				'Fund Balance	(59,383.57)	2,724,799.24
				'Liability	382.40	(7,114,667.05)
'741	'FLEET SERVICES ISF	0000	UNDEFINED SUBFUND	'Asset	(115,222.28)	1,680,892.60
				'Fund Balance	148,333.44	2,966,159.83
				'Liability	(33,111.16)	(4,647,052.43)
'742	'FLEET REPLACEMENT FUND	0000	UNDEFINED SUBFUND	'Asset	(97,903.48)	703,786.44
				'Fund Balance	121,946.75	(679,743.17)
				'Liability	(24,043.27)	(24,043.27)
'801	'COFA DEBT SERVICE FUND	0000	UNDEFINED SUBFUND	'Asset	(1,676.83)	36,990.25

CITY OF OXNARD BALANCE SHEET REPORT

APRIL 2024

FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'801	**'COFA DEBT SERVICE FUND**	0000	**UNDEFINED SUBFUND**	'Fund Balance	2,036,375.00	1,997,707.92
				'Liability	(2,034,698.17)	(2,034,698.17)
'850	**'RIVERPARK JPA FUND**	0000	**UNDEFINED SUBFUND**	'Asset	(47,936.56)	890,817.68
				'Fund Balance	47,936.56	(890,817.68)
'991	**'GOVERNMENTAL CAPITAL ASSETS FD**	0000	**UNDEFINED SUBFUND**	'Asset	(1,417,940.87)	2,098,921,592.41
				'Fund Balance	1,416,677.68	(1,812,805,264.87)
				'Liability	1,263.19	(286,116,327.54)
'996	**'GOVERNMENTAL DEBT SERVICE FUND**	0000	**UNDEFINED SUBFUND**	'Asset	0.00	19,422,238.68
				'Fund Balance	0.00	74,050,304.08
				'Liability	0.00	(93,472,542.76)
'999	**'TREASURY FUND**	0000	**UNDEFINED SUBFUND**	'Asset	2,612,278.42	463,626,760.87
				'Liability	(2,612,278.42)	(463,626,760.87)
(blank)	**(blank)**	(blank)	**(blank)**	(blank)		
			#N/A	(blank)		
Grand Total					**0.00**	**0.00**

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.2

DATE: June 27, 2024

TO: City Council

FROM: Alexander Hamilton, Fire Chief, (805) 385-7700, alexander.hamilton@oxnard.org

SUBJECT: Agreement for Fire and Police Department Annual Wellness Programs.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute Agreement No. 32400515 with Performance Wellness and Injury Prevention, LLC for a total amount not to exceed $300,000 for a three-year term to provide a comprehensive annual wellness program for the Fire and Police Departments.

BACKGROUND

Currently, the Police and Fire Departments provide an annual wellness program for certain staff. The wellness programs provide, on a voluntary basis, comprehensive wellness/fitness evaluations in accordance with National Fire Protection Association (NFPA) 1582 standards and Police Officer Standard of Training (POST) guidelines. The contract for these services is competitively bid and the current agreement is set to expire on June 30, 2024.

DISCUSSION

The Purchasing Division released a Request for Proposal (RFP) 24-45 for the Police and Fire Wellness Program on February 1, 2024, with a proposal due February 29, 2024. RFP 24-45 received a total of three (3) proposals. Proposals were reviewed and evaluated by the Purchasing Division and the evaluation committee comprised of Police and Fire staff, and it determined that Performance Wellness and Injury Prevention, LLC was the highest-ranked proposer based on the scoring criteria listed in RFP 24-45. The Police and Fire Department wellness programs are voluntary joint labor/management programs designed to enhance department staff's physical and mental wellness while reducing actual and potential workplace injury. The program comprises two major components, which include physical fitness/ therapy and annual medical examinations. This RFP was conducted for the “fitness” portion of the program. The program is guided by National Fire Protection Association (NFPA) 1582 and applicable Police Officer Standard of Training (POST) guidelines for Firefighter and Police Officer fitness.

STRATEGIC PRIORITIES

This agenda item supports Public Safety strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

FINANCIAL IMPACT

Agreement No. 32400515 will commence on July 1, 2024, for a term of three (3) years. The estimated agreement value for the Fire and Police Departments is an annual not-to-exceed amount of $90,000 and $10,000 (respectively), for a combined total not to exceed value of $300,000 over three years.

The annual wellness program costs are budgeted in the Fire and Police Department’s General Fund Operating Budgets.

For Finance Use Only:
General Fund - Fire Dept (Org. 1012501 Obj. 53200)
General Fund - Police Dept (Org. 1012111 Obj. 53200)

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee approved 3-0 on June 11, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Alexander Hamilton, Fire Chief, Rose Rodarte, Administrative Services Manager, Jaime Villa, EMS Coordinator

ATTACHMENTS

1. RFP #24-45 Police and Fire Wellness Program
2. Professional Services Agreement Performance Wellness Updated 7.1.24

City of Oxnard
Request for Proposals

RFP #24-45

Police and Fire Wellness Program

Bid Close Date: 2/29/24 at or before 2:00 p.m. PT

City of Oxnard
Purchasing
300 West Third Street
Oxnard, CA 93030

Solicitation opportunities: https://www.oxnard.org/rfps-and-rfqs/
City Website: https://www.oxnard.org/

TABLE OF CONTENTS

A. SOLICITATION INTRODUCTION

1.0 Timeline of Events
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3.0 Period of Performance
4.0 Introduction
5.0 Evaluation Method

B. PROPOSAL GUIDELINES

Tab A – Proposal Checklist
Tab B – Acknowledgement
Tab C – Company Profile/ Experience
Tab D – Scope of Services
Tab E – References
Tab F – Cost/Budget Narrative
Tab G – Proposer Attachment

EXHIBITS

Exhibit 1 - Agreement for Professional Services Example
Exhibit 2 - Insurance Requirements
Exhibit 3 - City of Oxnard Terms & Conditions

Attention Proposers: please complete Section Tabs A-G and upload as part of your bid response. Proposals must be submitted electronically at https://www.publicpurchase.com

All questions must go through the Public Purchase portal.

1.0 TIMELINE OF EVENTS

Proposers will be responsible to carefully examine the requirements contained herein.

Proposed Timeline

DATE	ACTIVITY
February 1, 2024	Release of Solicitation
February 15, 2024	Last day for Questions by Proposers Proposer inquires must be submitted online: Public Purchase website.
February 29, 2024	Submission of the Proposal is to be uploaded to the Public Purchase website at or before **2:00 p.m. PST**
March 4-15, 2024	Review and evaluation of Proposals
Week of March 25, 2024	Proposer Presentations *(if necessary)*
April 2024	Agreement Development/Negotiations
June 4, 2024	City Council approval (if necessary, e.g., over $200,000)
July 1, 2024	Contracted work begins

The above dates are tentative and are subject to change as necessary.

2.0 BACKGROUND OF THE CITY OF OXNARD

Oxnard, a vibrant and growing community of approximately 210,000 people, is located on the beautiful Southern California coast and is the most populous city in the County of Ventura. Nestled about 60 miles northwest of Los Angeles and 35 miles south of Santa Barbara, Oxnard prides itself on its rich diversity and culture. Oxnard is a full-service city. Incorporated as a general law city in 1903, Oxnard operates under the council-manager form of government. The governing body, the City Council, is composed of seven (7) members.

This city by the Pacific Ocean is an ideal place to raise a family; Oxnard residents enjoy a spirit of community pride. With its attractive residential areas located among tree-lined streets, parks and beaches, Oxnard provides a wide variety of housing choices.

3.0 PERIOD OF PERFORMANCE

The period of performance anticipated for this solicitation shall be for a period of up to three (3) years beginning, July 1, 2024 or effective upon signature of an Agreement by both parties, through June 30, 2027, unless terminated earlier. After the first year, and each year thereafter, the City shall have the option to extend the term pursuant to the Agreement, upon mutually acceptable services, cost adjustments, and the City requirements. There is no obligation by the City to purchase any specified amount of goods or services

4.0 INTRODUCTION

The City of Oxnard invites proposals from qualified contractors to conduct Physical Fitness Assessment and Physical Therapy consolation for the City of Oxnard Police and Fire Department Wellness Program.

5.0 EVALUATION METHOD

The Evaluation Committee will review and score only those proposals that are deemed responsive to this RFP and presented in the format as set forth in Tab A below. Failure to include any sections in the proposal may result in that proposal being deemed non responsive. During the scoring process, the Evaluation Committee may contact the Proposer's references or any other sources deemed relevant by the Evaluation Committee as part of their review of the Proposer's qualifications to perform the requested services or work. Selection will not be based on the lowest priced proposal, but will be based on the following criteria:

1. Proposer's ability and history in providing the requested services or work for public agencies of similar size, population, and need as the City. **10 points.**

2. Responsiveness of the proposal and the clarity and completeness of the proposed Scope of Work. **15 points**.

3. Demonstrated technical competence and experience to perform the services or work requested in the RFP. **15 points.**

4. Past record of performance of similar work or service as determined by all available information. This criteria will be based not only on the information contained within the proposal, but also by discussions with the Proposers and their references, as well as other relevant entities or individuals who have used the Proposer for similar work or services. **40 points.**

5. Cost Proposal. **10 points.**

Tab A – Proposal Checklist

Instructions:

a) This section must be filled in and each item checked off to ensure all items requested by the City in this solicitation have been submitted.

b) Follow the instructions in each section of this solicitation.

c) Present all requested items in the index tabs ordered A through G as shown.

d) Label each item presented and include additional items on your table of contents.

e) All proposals must include a detailed description of each proposed service to be provided.

f) Proposers that do not follow the bid instructions found in the separate document titled "**Terms and Conditions"** may be found to be "non-responsive" and disqualified from the bid process.

Name of Company:

Service to provide:

Main Point of Contact:

E-mail: **Phone:**

Tab A Proposal Submission Checklist

General Proposer Information

Please provide one copy of the following items in your proposal. Indicate the page number where the item is located.

Page Number

- ☐ Tab A: Proposal Checklist *(this page)*
- ☐ Tab B: Acknowledgements
- ☐ Tab C: Company Profile/ Experience
- ☐ Tab D: Scope of Services
- ☐ Tab E: References
- ☐ Tab F: Cost/Budget Narrative
- ☐ Tab G: Proposer Attachment

CERTIFICATION

I, the undersigned, certify and declare I have read and know the contents of the proposal the proposer listed below is submitting to the City of Oxnard ("City"). I certify under penalty of perjury that the preparer(s) of this proposal has/have provided only complete and truthful information to the City in this proposal. I understand that any misrepresentations or material omissions within this proposal will be grounds for potentially disqualifying the proposer or not awarding the contract to the proposer. Additionally, any misrepresentations or material omissions within this proposal are considered breaches of the contract (should the proposer be awarded that contract); the City shall have the right to terminate the contract immediately without consequences, and the City retains all other legal rights available to the City for breach of contract.

I, the undersigned, hereby give permission to the City and its employees and agents to contact references—including those references' officials, employees, and agents (collectively, "References")—of the proposer and its officers, managers, members, general partners, limited partners, or other owners of at least ten percent (10%) of the business, or if the business is a corporation or s-corporation, of its stock (collectively, "Owners"), and request information from other clients—including those clients' officials, employees and agents (collectively, "Other Clients"). I further give permission for the City to review any criminal records of the Owners and obtain public records regarding the Owners, such as records of arrests, indictments, convictions, civil judicial actions, tax liens, and outstanding judgments. I have authority to waive, and I do waive, any and all rights and claims by the proposer, the Owners, and all of their heirs and assigns against the City and its officials, employees and agents, the References, and the Other Clients regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph. Furthermore, I agree that the City and its officers, employees and agents may but have no obligation to share any such information.

I am executing this proposal on behalf of the proposer. I warrant and represent under penalty of perjury that I have the authority to execute this proposal on behalf of the proposer and I have the authority to bind the proposer to the answers provided in this proposal. If any information provided herein becomes inaccurate, I will immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

CERTIFICATIONS

I, of

Printed Name of Agent/Officer **Name of Organization**

Hereby certify that by submission of this proposal in response to the solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature: Date:

Title of Agent/Officer:

Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed.

Tab B - Acknowledgement

1. **Clarifications, Exceptions, or Deviations**

All Proposer(s) shall describe any exception or deviation from the requirements of the solicitation. Each clarification, exception, or deviation must be clearly identified. If your company/firm/sole proprietorship has no clarifications, exceptions, or deviations, a statement to that effect shall be included in this section. The sample service agreement is a separate attachment discussed in the solicitation labeled "Sample Agreement" and "Proposer Terms and Conditions" document located on the Public Purchase website and incorporated herein by this reference.

The following contractual terms are **non-negotiable:**

a. Termination

b. Indemnification

c. Insurance

d. Conflict of Interest

e. Governing Law

f. Assignability of Agreement

Do you have any other exceptions/deviations? If so, please identify the exception and provide an explanation:

PROPOSER'S RESPONSE:

2. **Evidence of Insurability/Business Licenses**

All Proposer(s) shall submit evidence of all required insurance. If awarded the contract the Proposer has ten (10) calendar days to produce the required insurances, including a certified endorsement naming the City as additionally insured. The Proposer shall certify to the possession of any and all current required licenses or certifications. Proposer must provide a copy of current business license or other applicable licenses.

3. **Transition (If applicable)**

Upon expiration or termination of this agreement for any reason, during the transition close-out period the company/firm/contractor agrees to:

a. Continue delivering services until notified otherwise; and
b. Assist the City in the orderly transition and transfer of all collaborations and committees to the City and the subsequent company/firm/contractor; and
c. Provide, in a timely manner, all file and information deemed necessary by the City for use in subsequent contracting activities without additional cost to the City or the new

company/firm/contractor, upon termination or expiration of this agreement for any reason; and

d. Cooperate with the City during a transition close-out period to ensure orderly and seamless delivery of services to the City.

Tab C - Company Profile/Experience

This section of the proposal is designed to establish the proposer as an entity with the ability and experience to operate the program as specified in the solicitation. The company profile should be concise and clear, including descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.).

PROPOSER'S RESPONSE:

2. Company overview and disclosure of services or activities performed, including:

   a. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of $250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and <u>if any contributions</u> were made to any Oxnard elected officials.
   b. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.
   c. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.
   d. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

a. ***PROPOSER'S RESPONSE:***

b. ***PROPOSER'S RESPONSE:***

c. ***PROPOSER'S RESPONSE:***

d. ***PROPOSER'S RESPONSE:***

3. An explanation of any litigation, current or within the last 5 years, involving the Proposer or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

PROPOSER'S RESPONSE:

4. List the members of your organization who are authorized to negotiate the agreement. Please provide an email address for each individual listed.

PROPOSER'S RESPONSE:

5. **Credentials/Resumes/Certifications/Licenses:**

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

Proposer shall specifically provide the following information on all employees to be providing services related to this solicitation:

a. Current Responsibilities
b. Qualifications/Experiences
c. Education
d. Certifications/licenses, if applicable
e. List other pertinent information that will assist in evaluating Proposer's qualifications.

a. ***PROPOSER'S RESPONSE:***

b. ***PROPOSER'S RESPONSE:***

c. ***PROPOSER'S RESPONSE:***

d. ***PROPOSER'S RESPONSE:***

e. ***PROPOSER'S RESPONSE:***

Proposer can add as many sections to this response box as it needs to state all employees providing services.

Tab D - Scope of Services

Scope of Work- Fitness

Consultant will provide physical fitness assessment and physical therapy consolation to the City of Oxnard Fire and Police Department wellness program. One major fitness evaluation will be conducted annually with follow up fitness assessments on a triannual basis. Major fitness and triannual assessment shall include services as defined in the attached list of services.

Notwithstanding the NFPA 1583 "medical" recommendations or City specific administrative components of the Oxnard wellness program, Fitness assessments, and staff provided by the successful bidder (including health fitness coordinators/subject matter experts) shall at minimum meet the NFPA 1583 "2022 Standard on Health Related Fitness Programs for Fire Department Members" standards.

Bidders are permitted and encouraged to propose any additional levels of service program enhancements specific to the public safety disciplines covered by the RFP (eg: Law Enforcement Officer specific program enhancements/considerations).

Additional services or program enhancements proposed by a bidder are **in addition to, not a substitute for** the minimum scope of work outlined within this proposal.

To coordinate, implement or address areas of interest or concern, the successful bidder shall consult on a regular basis with relevant department committees, fire/LEO administration staff, and risk management staff. To facilitate these lines of communication, consultant will provide department(s) with, at minimum, a single point of contact/ designated liaison.

List of Services

1. Annual fitness evaluations encompassing strength, flexibility, endurance, aerobic capacity, and body composition.
2. Follow up fitness planning/individual program and self-assessment plan(minimum standard NFPA 1583, Chapters 6, 7,and 8)
3. Triannual fitness assessment to review individual exercise programs progress. Assessment should include but not be limited to:
    1. Review of current exercise program
    2. Review of performance of the self-assessment
    3. Review of any individual data/analytics performed by consultant
    4. Review of changes to health condition with modification to program as needed
4. Training on new exercise and equipment
5. Access to dietary and nutritional counseling
6. Physical therapy consultation
7. Injury prevention screening evaluations
8. Annual consultation with department representative's for program administration, review of assessments and schedule planning

9. Subject matter expertise and partnership with departments for fitness program Continuous Quality Improvement (CQI)
10. Recommendations regarding firefighter/police officer health, safety, and injury prevention
11. Evaluation and record retention
12. Assessment of recruit firefighter and police officer candidates (pre-academy)
13. Education and in class presentation to firefighter and police officer trainees as requested by departments on the subject of fitness and injury prevention
14. Annual fitness newsletter

Summary of Services

1. Provide a summary of the work plan and/or methodology and physical resources (staff and equipment) your company will commit to ensure successful project completion.

PROPOSER'S RESPONSE:

Tab E - References

All Proposer(s) must include present and past performance information with a minimum of three (3) references of recent similar projects. References cannot include City staff as a reference. However, references can include other governmental agencies. Please verify that all reference information is correct.

Reference 1	
Company name:	
Address:	
Contact person:	
Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

Reference 2	
Company name:	
Address:	
Contact person:	
Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

Reference 3	
Company name:	
Address:	
Contact person:	
Email address:	

Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

1. Provide a list of contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

PROPOSER'S RESPONSE:

2. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

PROPOSER'S RESPONSE:

Tab F - Cost Proposal/Budget Narrative

In this section, please include a Cost Proposal. The City reserves the right to negotiate final fees with the selected Contractor(s). Proposals must fully describe all costs of charges to the City as part of this service/project. As stated in the Cost Proposal, Proposers must provide fully inclusive blended rates, which are all-encompassing of the Proposer's project-related or supported expenses, including travel expenses. Proposers may also include any other documents as information to further explain the proposed costs.

Method of payment. Payment by the City for the services will be made only after the services have been performed and an invoice is submitted. The invoice should specifically describe the services performed, the name(s) of the personnel performing such services, hours provided for the service at the hourly rate quoted in this proposal. The appropriate City representative must approve the invoice. The City will make payment on a monthly basis, thirty (30) days after receipt of the invoice.

Cost proposal must be all-inclusive and include, but not be limited to, the following administration, travel, training and related costs.

a) Provide standard billing rates for all services that will be provided.
b) Describe reimbursable reasonable expenses and costs.
c) Provide the maximum (not-to-exceed) cost of the entire scope of services.

Tab G - Proposer Attachment

Any response that Proposers are finding difficulty pasting into the "Proposers Response" boxes in any section of the solicitation, proposers shall paste in Tab G. When pasting attachments to Tab G, label the attachments "Attachment 1", Attachment 2" and so forth. Enter the corresponding "Attachment Number" into the Proposer's Response box as the example shows below:

Below is an example:

Tab C - Company Profile

This section of the proposal is designed to establish the proposer as an entity with the ability and experience to operate the program as specified in the solicitation. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.)

PROPOSER'S RESPONSE: Located in "Attachment 1"

2. Proof of non-profit status, if applicable

PROPOSER'S RESPONSE: Located in "Attachment 2"

Tab G - Any response that Proposers are finding difficulty pasting into the "Proposers Response" boxes in any section of the solicitation, proposers shall paste in Tab G. When pasting attachments to Tab G, label the attachments "Attachment 1", Attachment 2" and so forth. Enter the corresponding Attachment Number into the Proposer's response box with the words "See Tab G." List all attachments with an index tab.
List all attachments included in this Section. Please use additional pages to list attachments if necessary.

Attachment Number	Document Title	Page Number
Attachment 1		
Attachment 2		
Attachment 3		
Attachment 4		
Attachment 5		
Attachment 6		
Attachment 7		
Attachment 8		

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OXNARD AND PERFORMANCE WELLNESS & INJURY PREVENTION, INC.

By This Consultant/Professional Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of Performance Wellness & Injury Prevention Inc. ("CONSULTANT"), and CONSULTANT agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and CONSULTANT may be individually referred to as "Party" or collectively as the "Parties."

1. SUMMARY DESCRIPTION OF SERVICES.

Conduct Physical Fitness Assessment and Physical Therapy consolation for the City of Oxnard Police and Fire Department Wellness Program.

2. PARTIES.

CITY of Oxnard ("CITY"), a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

Performance Wellness & Injury Prevention Inc. ("CONSULTANT"), a corporation/LLC/LLP of the State of California, located at 1633 Pacifica Ave., Suite 141, Oxnard, CA 93030.

3. TERM OF AGREEMENT: From: 7/1/2024 To: 6/30/2027

3.1 Time is of the essence in this Agreement.

3.2 Any Optional Extension (initial term, plus any option to extend) shall not exceed a total of five (5) years. The CITY in its sole discretion may exercise the optional extension upon 60 days written notice to the CONSULTANT in accordance with Section 11 of this Agreement. CONSULTANT shall issue its written consent to the CITY's exercise of the option extension within 10 days of receipt of notice from the CITY. All Notices shall comply with section 20 of this Agreement.

3.3 The CITY shall have the option for (2) two consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the CONSULTANT/Professional Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension.

3.4 All services required of CONSULTANT under this Agreement shall be completed on or before the end of the term of the Agreement.

4. AGREEMENT AMOUNT NOT TO EXCEED: $300,000.

5. AGREEMENT EXHIBITS.

The following documents memorialized below are the only exhibits to this agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy

6. DESIGNATED REPRESENTATIVES.

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, CONSULTANT's services shall be performed or immediately supervised by the CONSULTANT's Representative:

CITY Designated Representative
Fire Department
Name: Jaime Villa
Title: EMS Coordinator
Phone: (805) 385-8361
Email: Jaime.Villa@oxnard.org
Mailing: 360 W. Second Street
Oxnard CA 93030

Police Department
Name: Michael Thomas
Title: Police Sargeant
Phone: (805) 385-8300
Email: michael.thomas@oxnard.org

CONSULTANT Designated Representative

Name: Jim Magnusson
Title:
Phone: (805) 272-5869
Email: Performancewip@gmail.com
Mailing:

7. CONTRACTUAL PREREQUISITES.

7.1 This Agreement must first be executed by the CONSULTANT, after which the Agreement shall be approved as to form by the CITY Attorney, then executed

by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the CITY Clerk.

7.2 CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on CITY until the AGREEMENT is fully executed and approved by CITY.

7.3 A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

7.4 All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

7.5 CONSULTANT shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

8. CONSULTANT'S SERVICES.

8.1 CONSULTANT shall perform the tasks, obligations, and services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 12 of this Agreement.

8.2 The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. CONSULTANT hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

9. COMPENSATION.

CITY shall pay CONSULTANT for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." CITY shall pay SERVICE PROVIDER an amount not to exceed the amount is listed in Section 4 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 12 of this Agreement, and may be subject to approval by the City Council.

10. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within forty-five (45) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within forty-five (45) days after receipt of such invoice,

notify the CONSULTANT of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

10.1 Payment Request. CONSULTANT shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: **accountspayable@oxnardFD.org**.

10.2 Non-Appropriation of Funds. Payments to be made to CONSULTANT by CITY for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of CITY. In the event CITY does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which CITY appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

10.3 CONSULTANT's acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to CONSULTANT for anything completed, finished or relating to the Services. CITY's payment shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by CITY for any defect or error in the Services performed by CONSULTANT and its employees, agents and Subcontracted CONSULTANTs.

10.4 CONSULTANT shall provide CITY with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by CONSULTANT or materials or products provided to CITY by CONSULTANT, CONSULTANT shall pay the sales tax. CITY shall not reimburse CONSULTANT for sales taxes paid by CONSULTANT.

11. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in sections 3.2 and 3.3, this Agreement shall not be extended.**

12. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard Municipal Code, Article IV, Sections 4-59 and 4-60.

13. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 31 of this agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to CONSULTANT only for work done by CONSULTANT up to and including the date of termination of this Agreement unless the termination is for cause, in which event CONSULTANT need be compensated only to the extent required by law. CONSULTANT may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' prior written notice.

14. INDEPENDENT CONTRACTOR

CONSULTANT is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its employees or agents shall have control over the conduct of CONSULTANT or any of its employees, except as stated in this Agreement. CONSULTANT has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting CONSULTANT. This Agreement shall not be interpreted to prevent or preclude CONSULTANT from rendering any services for CONSULTANT's own account or to any other person or entity as CONSULTANT in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the CONSULTANT shall perform for the CITY. The CITY retains the right to provide general instructions to and observe the CONSULTANT in the performance of all services done on behalf of the CITY.

CONSULTANT and its employees and agents have no authority, express or implied, to act on behalf of CITY in any capacity, to incur any debt, obligation or liability on behalf of CITY, bind CITY in any manner, or otherwise act on behalf of CITY as an agent. CONSULTANT and its employees are not employees of CITY. CONSULTANT and its employees are not entitled to receive from CITY any of the benefits or rights afforded employees of CITY, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. CONSULTANT shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

15. LAWFUL PERFORMANCE.

CONSULTANT shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. CONSULTANT,

at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

16. SAFETY REQUIREMENTS.

CONSULTANT shall not perform any services for the CITY when the CONSULTANT is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of CONSULTANT's work by CITY shall not operate as a release of the CONSULTANT from such standard of care and workmanship.

17. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by CONSULTANT in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

17.1. Records and Inspections. The CONSULTANT shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

17.2. Deliverables. CONSULTANT shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and CONSULTANT shall, upon completion of all work or termination of this Agreement, submit to the CITY all information developed in the course of the CONSULTANT's services. CONSULTANT shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. CONSULTANT shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to CONSULTANT by the CITY.

17.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. CONSULTANT agrees that CITY may make modifications to computer software furnished by CONSULTANT without infringing CONSULTANT's copyright or any license granted to CITY, unless otherwise agreed.

17.4. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONSULTANT pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

17.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the CITY or information belonging to a third party whose information is in the CITY's possession or control under obligations of confidentiality. CONSULTANT may be granted access to information that is exempt from disclosure to the public (Government Code Section 6254 and 6254.16) and may contain "trade secrets" (see Government Code Section 6254.7(d)) when it is necessary for CONSULTANT to perform its obligations pursuant to this Agreement. If CONSULTANT is granted such access to confidential information, CONSULTANT shall not be considered to be a member of the public as that term is used in Government Code Section 6254.5.

17.6. Disclosure of Information. CONSULTANT shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to CONSULTANT by the CITY or other information to which the CONSULTANT has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

17.7. No Warranty. Other than an obligation upon the CITY to deal in good faith, the CITY makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by CONSULTANT in reliance on any Confidential Information disclosed under this Agreement.

18. ASSIGNMENT.

This Agreement is for the professional services of CONSULTANT. Any attempt by CONSULTANT to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. CONSULTANT's services pursuant to this Agreement shall be provided by the CONSULTANT's Designated Representative or directly under his/her supervision, and CONSULTANT

shall not assign another to supervise the CONSULTANT's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement.

20. NOTICE.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

21. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by CONSULTANT shall be construed to be both a covenant and a condition.

22. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by CONSULTANT under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONSULTANT's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

23.1 As a separate and independent covenant from CONSULTANT's obligations under this section, CONSULTANT shall to the fullest extent permitted by law, immediately defend, indemnify, and hold harmless CITY, its legislative and

advisory bodies, and the CITY's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with CONSULTANT's performance of this Agreement or CONSULTANT's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. CONSULTANT's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

23.2 The duty to defend is a separate and distinct obligation from CONSULTANT's duty to indemnify. CONSULTANT shall be obligated to defend in all legal, equitable, administrative, or special proceedings, with counsel approved by the CITY Attorney, immediately upon tender to CONSULTANT of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve CONSULTANT from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if CONSULTANT asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, CONSULTANT may submit a claim to CITY for reimbursement of reasonable attorneys' fees and defense costs.

23.3 The provisions of this Subsection 23.3 apply only in the event that CONSULTANT is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

23.3.1 Notwithstanding the provisions of Subsections 23.1 and 23.2 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, CONSULTANT's duty to indemnify, hold harmless, and defend the Indemnitees shall be limited to the extent that any claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

23.3.2 In no event shall the costs of defense charged to

CONSULTANT exceed the CONSULTANT's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection 23.3 shall be construed to require CONSULTANT to provide indemnification for claims caused by the active negligence or willful misconduct of the Indemnitees.

23.4 The review, acceptance or approval of CONSULTANT's work or work product by any of the Indemnitees shall not affect, relieve or reduce CONSULTANT's indemnification or defense obligations. CONSULTANT waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by CONSULTANT pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 24. The CONSULTANT's obligations under this Section of the Agreement shall survive the termination of the Agreement.

23.5 CONSULTANT agrees to pay all required taxes on amounts paid to CONSULTANT under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of CONSULTANT's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement any amount due to CITY from CONSULTANT as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

24. INSURANCE.

CONSULTANT shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that CONSULTANT obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. CONSULTANT shall, before performance of any services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by CONSULTANT is a material element of this Agreement. CONSULTANT'S failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, CONSULTANT understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement, CONSULTANT will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the CONSULTANT.

26. PREVAILING WAGE REQUIREMENTS.

26.1. Application. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees.

26.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html

26.3. Contract Splitting. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

26.4. Use of Prevailing Wages vs. Living Wages. In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the CONSULTANT.

27. CONFLICT OF INTEREST

CONSULTANT covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of CONSULTANT's services under this Agreement. CONSULTANT further covenants that in the performance of services under this Agreement, no officer, employee or agent of CONSULTANT having such interest shall be employed by it. In the event the CITY determines that CONSULTANT must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, CONSULTANT shall file such Form 700 with the CITY Clerk's Office pursuant to the written instructions provided by the CITY Clerk. Acquisition or maintenance of a conflicting interest by CONSULTANT may result in termination of this Agreement by the CITY.

28. [RESERVED] -

29. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the CONSULTANT. The decision of the CITY's Designated Representative shall be final and conclusive unless CONSULTANT requests mediation within ten (10) calendar days. Pending final decision of a dispute, the CONSULTANT shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

30. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

31. AUDIT.

CITY shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by CONSULTANT in preparing its billings to CITY as a condition precedent to any payment to CONSULTANT; or for other purposes relating to the Agreement. CONSULTANT will promptly furnish all documents requested by CITY. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit CONSULTANT for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, CONSULTANT shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by CITY, whichever occurs later. CONSULTANT shall maintain all such records in CITY or to promptly reimburse CITY for all reasonable costs incurred in conducting the audit at a location other than in CITY, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. CONSULTANT shall include a copy of this Section in all

contracts with its subcontractors, and CONSULTANT shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or CITY.

32. ADVERTISING AND PUBLICITY

CONSULTANT shall not use the name of or refer to CITY directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the CITY Manager. This Section shall survive the termination of this Agreement.

33. NONDISCRIMINATORY EMPLOYMENT.

CONSULTANT shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. CONSULTANT understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, CONSULTANT shall be responsible for such subcontractor's compliance with this Section.

34. FORCE MAJEURE.

Neither the CONSULTANT nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

35. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

36. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

37. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

38. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

39. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

40. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

41. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

42. CAPTIONS AND HEADINGS.

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.

43. ACKNOWLEDGEMENT.

By signing below, CONSULTANT acknowledges that it has reviewed the CITY's CONSULTANT/Professional Services Agreement terms and conditions and insurance requirements and that CONSULTANT hereby agrees to full compliance.

[Signatures on next page]

In witness whereof, the Parties have entered into this Agreement on the date as written in section 3 and upon signature of all Parties.

CITY OF OXNARD

☒John C. Zaragoza, Mayor[1] Date
☐Jennifer Yates, Purchasing Manager[2]

[CONSULTANT]

Phil Long Date
President/Owner

ATTEST:

Rose Chaparro, CITY Clerk Date
(only if Mayor authorizes)

APPROVED AS TO FORM:

PK 6/12/24
Stephen M. Fischer, CITY Date
Attorney (always required)

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000.
[2] The Purchasing Agent may execute any authorized agreement up to $200,000.

In witness whereof, the Parties have entered into this Agreement on the date as written in section 3 and upon signature of all Parties.

CITY OF OXNARD

☒John C. Zaragoza, Mayor[1] Date
☐Jennifer Yates, Purchasing Manager[2]

[CONSULTANT]

Phil Long
President/Owner

Date 6/12/24

ATTEST:

Rose Chaparro, CITY Clerk Date
(only if Mayor authorizes)

APPROVED AS TO FORM:

Stephen M. Fischer, CITY Attorney (always required) Date

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000.
[2] The Purchasing Agent may execute any authorized agreement up to $200,000.

EXHIBIT A

CONSULTANT/PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Performance Wellness & Injury Prevention Inc.)

SCOPE OF SERVICES

Scope of Work- Fitness

The CONSULTANT will provide physical fitness assessments and physical therapy consolation to the City of Oxnard Fire and Police Department wellness program. One major fitness evaluation will be conducted annually, with follow-up fitness assessments on a triennial basis. The major fitness and triennial assessments shall include services as defined in the attached list of services.

Notwithstanding the "medical" or department specific administrative components of the program, Fitness assessments, and staff (including health fitness coordinators/subject matter experts) shall at minimum meet the NFPA 1583 standards (fire department).

To coordinate, implement or address areas of interest or concern, the CONSULTANT will consult on a regular basis with relevant department committees, fire administration staff, and risk management staff. To facilitate these lines of communication, consultant will provide department with, at minimum, a single point of contact/ designated liaison.

List of Services

1. Annual fitness evaluations encompassing strength, flexibility, endurance, aerobic capacity, and body composition.
2. Follow up fitness planning/individual program and self-assessment plan (minimum standard NFPA 1583, Chapters 6, 7,and 8)
3. Triannual fitness assessment to review individual exercise program progress. Assessment should include but not be limited to:
    . Review of the current exercise program
    a. Review of performance of the self-assessment
    b. Review of any individual data/analytics performed by the consultant
    c. Review of changes to health condition with modification to program as needed
2. Training on new exercise and equipment
3. Access to dietary and nutritional counseling
4. Physical therapy consultation
5. Injury prevention screening evaluations
6. Annual consultation with department representatives for program administration, review of assessments and schedule planning

7. Subject matter expertise and partnership with departments for fitness program Continuous Quality Improvement (CQI)
8. Recommendations regarding firefighter/police officer health, safety, and injury prevention
9. Evaluation and record retention
10. Assessment of recruit firefighter and police officer candidates (pre-academy)
11. Education and in-class presentation to firefighter and police officer trainees as requested by departments on the subject of fitness and injury prevention
12. Annual fitness newsletter

Fitness Protocol
Annual Fitness Review – Fire Department

Annual Fitness reviews should take place during the first quarter of the year or at the earliest convenience of the firefighter should they miss their annual exam.

The review will consist of:

1. In addition to live, in-person feedback during the testing procedure, an electronic review/document with a video describing recommendations to help the firefighter meet their goals and improve any areas of wellness/fitness that need to be addressed will be emailed to each firefighter.
2. Review of the current exercise program and the firefighter's goal for the next 4 months.
3. Review of changes in medical history and modifications of exercise program as necessary.

If any medical condition has changed since the last review, the physical therapist will direct any questions regarding the performance of exercises to the treating physician, and the physician performing the annual wellness physical.

Follow-up Fitness Planning

Should the need occur to have additional planning or counseling, follow-up fitness planning can take place.
Fitness counseling will take into account areas that need to improve and evaluation of current exercise program with alternative strategies to maintain interest.

They will be asked to schedule an appointment for fitness counseling at that time.

Tri-Annual Fitness Review – Fire Department

Fitness reviews may take place on a tri-annual basis. The reviews should take place every four months with the third 'review' being part of the Annual Fitness Assessment.

The review will consist of:

1. Review of the current exercise program.
2. Review or performance of the Self-Assessment Protocol.
3. Review of changes in medical history and modifications of exercise program as necessary.

If any medical condition has changed since the last review, the physical therapist will direct any questions regarding exercise performance to the treating physician and the physician performing the annual wellness physical.

Training on New Fitness Equipment

Training on new equipment in the past has taken place during the Quarterly Fitness Assessments. The Assessments will take into account the new equipment or exercise and integrate it to allow performance under supervision. This service is provided at no cost as long as it is part of the quarterly program.

Dietary Counseling

Dietary counseling may take place quarterly. The Registered Dietician/Nutritionist will meet with the firefighter at a mutually agreed-upon time and place.

The review will consist of:

1. Review of the current dietary history
2. Review current nutritional needs.
3. Provide a dietary plan to follow to accomplish the firefighter's goals

The Dietician/Nutritionist will direct any questions regarding the health-related issues to the treating physician and/or the physician performing the annual wellness physical.

Physical Therapy Consultation

Physical Therapy consultation may take place whenever a firefighter has a question/issue regarding their physical fitness level, strength, or flexibility. The Licensed Physical Therapist will meet with the firefighter at a mutually agreed upon time at either the Fire Station or Spine and Sport Physical Therapy office.

The review will consist of:

1. Review of the current health history
2. Review current issue.
3. Provide a plan to follow to address the firefighter's goals

The Physical Therapist will direct any questions regarding the health-related issues to the treating physician, and/or the physician performing the annual wellness physical.

Annual Consultation with Department Representative for Program Administration-Statistical Review of Annual and Quarterly Assessments

Fire Department

Annual consultation will take place to review the current status of the Wellness/Fitness Program. The meeting will take place under the direction of the Fire Department Administration. The Wellness Program Coordinator will provide statistics and compare them with department statistics in an effort to assess the program's effectiveness at meeting the needs of the firefighters.

Police Department

The training sergeant will coordinate consultation services with Performance Wellness and Injury Prevention on an as-needed basis. The current program calls for recertification every two years and a meeting with the officer's post-academy. During this meeting, navigation of policy 1032.7 will be discussed.

Partnership with Department Quality Improvement for the Wellness/Fitness program

Annual consultation will take place to review the current status of the Wellness/Fitness Program. The meeting will take place under the direction of the Fire Department Administration. The Wellness Program Coordinator will provide statistics and compare with department statistics in an effort to assess the program's effectiveness at meeting the needs of the firefighters

Injury Prevention Screening

Physical Therapy injury prevention screening may take place whenever a firefighter has a question/issue regarding a potential for injury. The Licensed Physical Therapist will meet with the

firefighter at a mutually agreed upon time and place to discuss ways to avoid injury and improve job/exercise performance.

Continuity of Evaluations and Record Retention

All records will be kept at our Corporate office location at 55 Rio Via Oak View CA, 93022. Electronic results will be kept as well onsite for a period of 7 years in compliance with regulations regarding medical records.

Annual Wellness Newsletter

If requested following completion of Annual Tests, a Newsletter will be created and distributed to the Department Administration for general distribution to the firefighters. The newsletter will provide a review of annual test results by age group and nutritional information as well as information from the medical director of the program. An example of the newsletter is available upon request.

Assessment of recruit firefighters (pre-academy)

An Annual Fitness Assessment test will be performed with modifications to assess lifting, carrying, and pulling capacity on all recruits. The test should be performed at least 6 weeks prior to the initiation of the academy. The test results will be forwarded to the Training Chief. Recruits will also be given results upon request. Recommendations will be made to help the firefighter meet their goals and improve any areas of Wellness/Fitness that need to be addressed prior to the academy. This includes an exercise program to address physical demands of the academy (injury prevention).

Education and in class presentation to firefighter and police officer trainees as requested by departments on the subject of fitness and injury prevention

As requested by each department, Performance wellness and injury prevention will provide classes on the subject of fitness and injury prevention. Classes will be held at a location mutually agreed upon by each department.

Bridge Athletic Performance Training App

Bridge Athletic Performance Training App Is a state-of-the-art training platform designed for the tactical athlete. The platform utilizes advanced algorithms and sports science to create custom personalized workouts for specific needs and goals of the tactical athlete. The app offers instructional videos to allow for easy performance of exercise prescription. The platform allows for our tactical strength and conditioning specialist to monitor progress, provide feedback, and adjust programs as needed for individualized goals. Programs provided are science based and designed

to improve the on-the-job performance of the tactical athlete. The program is offered on a monthly basis to allow for periodic changes to enhance performance. Due to the high intensity requirements of the tactical athlete, this training program will assist in maintaining and enhancing levels of performance required in fire department occupation.

EXHIBIT B

CONSULTANT/PROFESSIONAL SERVICE AGREEMENT

(CITY of Oxnard and Performance Wellness & Injury Prevention Inc.)

SCHEDULE OF COMPENSATION

The fees associated with the Fitness Assessment are listed below:

Annual Fitness Evaluation Test Initial Fitness Planning is included in the cost	$350
Follow-up Fitness Planning	$90
Tri Annual Fitness Assessments Includes Review of current exercise program, self-assessment protocol/program, and review of medical history and exercise modification	$90
Training on new Fitness equipment and or exercises included during Tri Annual Fitness Assessments	No Charge
Dietary/Nutritional Counseling	$90
Physical Therapy Consultation	$90
Annual Consultation with Department Representative for Program Administration-Statistical review of Annual and Quarterly Assessments	$90
Partnership with Department Quality Improvement for the Wellness/Fitness program	No Charge
Injury Prevention Screening	No Charge
Continuity of Evaluations and Record Retention	No Charge
Annual Wellness Newsletter	$250
Assessment of Recruit Firefighters (pre-academy) Includes program to address physical demands of the academy (injury prevention)	$350
**Bridge Performance Training and App	$8,250

Upon approval by city representatives, the App will be offered to CITY department employees participating in the wellness program. An Annual One-time payment for access to Level 1, Level 2, or Level 3 basic training program for one month. After the first month's one-time payment, any

continued use of the Bridge Performance Training App will be the financial responsibility of the employee. In no event shall the department be obligated to procure the Bridge Performance Training and App or be a required part of this fitness program.

EXHIBIT C

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Performance Wellness & Injury Prevention, Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER (hereafter referred to as "CONSULTANT") must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of $1,000,000, with neither Consultant nor listed subconsultants having less than $500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A-VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (this must be endorsed). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

1/23

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-A.doc

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:

Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____ with an Aggregate of $ _____ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
Telephone: ( )

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insureds scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section [1].

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 46250-4299 US

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 1/23 INS-A.doc

EXHIBIT D

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Performance Wellness & Injury Prevention, Inc.)

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard CONSULTANT/Professional services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. CONSULTANT shall compensate any employee of CONSULTANT who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, CONSULTANT shall pay such employee no less than $18.22 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, CONSULTANT shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. CONSULTANT agrees to post, at a location readily accessible to those employees providing services to the CITY, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If CONSULTANT fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to CONSULTANT, effective immediately.

D. In addition, if CONSULTANT fails to comply with the Living Wage Policy in any manner, CONSULTANT shall pay to CITY a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. CONSULTANT shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to CONSULTANT of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2022

CONSULTANT shall compensate any employee of CONSULTANT who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, CONSULTANT shall pay such employee no less than $18.22 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2023, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, CONSULTANT shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. CONSULTANT agrees to post, at a location readily accessible to those employees providing services to the CITY, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If CONSULTANT fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to CONSULTANT, effective immediately.

c. In addition, if CONSULTANT fails to comply with the Living Wage Policy in any manner, CONSULTANT shall pay to CITY a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. CONSULTANT shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to CONSULTANT of the amount owed.

EXHIBIT E

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Performance Wellness & Injury Prevention, Inc.)

PREVAILING WAGE

1. CONSULTANT acknowledges that the Project defined in the Agreement between CONSULTANT and CITY is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. CONSULTANT shall perform the Project as a public work. CONSULTANT shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. CONSULTANT acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and CONSULTANT shall post such rates at each job site covered by this Agreement.

3. CONSULTANT is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. CONSULTANT shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. CONSULTANT shall, as a penalty to CITY, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by CONSULTANT or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. CONSULTANT shall comply with Labor Code Section 1776, which requires CONSULTANT and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.

6. CONSULTANT shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, CONSULTANT shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, CONSULTANT and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. CONSULTANT may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, CONSULTANT must immediately notify CITY.

8. CONSULTANT is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. CONSULTANT shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

9. CONSULTANT acknowledges that 8 hours labor constitutes a legal day's work. CONSULTANT shall comply with and be bound by Labor Code Section 1810.

10. CONSULTANT shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. CONSULTANT shall, as a penalty to CITY, forfeit $25 for each worker employed in the performance of this Agreement by CONSULTANT or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by CONSULTANT's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. CONSULTANT shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. CONSULTANT shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. CONSULTANT shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, CONSULTANT shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, CONSULTANT shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify CITY, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts

or omissions listed above by any person or entity (including CONSULTANT, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of CONSULTANT under this Section shall survive Agreement termination.

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.3

DATE: June 27, 2024

TO: City Council

FROM: Alexander Hamilton, Fire Chief, (805) 385-7700, alexander.hamilton@oxnard.org

SUBJECT: Fire Department Fiscal Year 23-24 Transfer of Budget Appropriations.

RECOMMENDATION

That the City Council:

1. Authorize a transfer of existing budget appropriations in the amount of $15,389 within the Fleet Replacement Fund (742), and the corresponding Capital Outlay Fund (301) transfer in / appropriation in the same amount, to cover the cost of a paramedic vehicle that exceeds the ARPA funds allocated to the project. (Project C2256)
2. Authorize a transfer of existing budget appropriations in the amount of $10,104 within the General Fund (101), and the corresponding Capital Outlay Fund (301) transfer in/appropriation in the same amount, to cover the cost of LUCAS Chest Compression Devices that exceed the available grant funds for the project. (Project C2412)
3. Ratify the FY19 Assistance to Firefighters Grant (AFG) Hazmat Training Grant from $150,040 to $217,941, authorizing an increase in the City match - Federal Grant Fund (200) by $6,173 from $13,640 to $19,813, funded via available General Fund (101) Fire operating budget. (Project G1904)

BACKGROUND

City Council approved the allocation of $100,000 from ARPA Funds to acquire a paramedic cab and chassis to replace the current squad 66 vehicle. The anticipated total expenditure, including the cost to install a utility body on the chassis, is estimated at $115,389. The vehicle is estimated to arrive this summer and be delivered to the upfitter for the utility body installation. The estimated cost exceeds the approved ARPA funding available for this project by $15,389 (Project C2256).

On December 7, 2022, City Council approved the Fire Department to submit a regional grant application submitted by Ventura County Fire Protection District for the purchase of LUCAS chest compression devices. As a sub-recipient, the Oxnard Fire Department was awarded $145,320 for the purchase of eight (8) devices. The actual cost of the eight devices totaled $155,424, exceeding the available grant funds by $10,104 (Project C2412).

On March 17, 2020, City Council approved the Fire Department to submit a FY19 AFG Regional Grant for Hazmat Training. The original allocation to Oxnard Fire was $150,040, including a $13,640 city match. The regional partners agreed on a reallocation of $217,941 to the Oxnard Fire Department, increasing the city match by $6,173 to $19,813. An increase in the City match is required to close out the grant project (G1904).

DISCUSSION

The City's Financial Management Policies (Resolution 15,718) requires action by City Council for increases or decreases to budgeted appropriations within a fund or subfund. To complete the necessary funding for the various projects discussed above, the Fire Department requests the following transfers that decrease available budgeted appropriations in one fund and increase in another:

1. The Department's Fleet Replacement Project C1823 balance in Fund 742 as of the date of this report is $93,496, of which $71,492 is encumbered for a separate project. To cover the cost of the paramedic vehicle, which exceeds the allocated ARPA funds, the Fire Department is requesting a transfer of available appropriations in the amount of $15,389 from the unencumbered Fleet Replacement Project balance (Fund 742 Project C1823) to the Capital Outlay Fund (Fund 301 Project C2256).
2. To cover the cost of the eight (8) LUCAS mechanical cardiopulmonary resuscitation (CPR) devices that exceed the AFG Grant Award, the Fire Department is requesting a transfer of available appropriations in the amount of $10,104 from the Department's General Fund Operating Budget (Org. 1012501) to the Capital Outlay Fund (Fund 301 Project C2412.)
3. To cover the $6,173 increase in the City match for the FY19 AFG Regional Hazmat Training Grant, the Fire Department is requesting a transfer of available appropriations in the Department's General Fund Operating Budget (Org. 1012501) to the Grant Fund (Fund 200 Project G1904)

STRATEGIC PRIORITIES

This agenda item supports Public Safety strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

FINANCIAL IMPACT

The additional funding required for the projects will be funded with available budgeted appropriations in Fire Department's Fleet Replacement Project account and General Fund Operating Budget. There is no net impact to the General Fund from these transfers.

The transfer of appropriations between funds are summarized in the table below:

Project	Amount	From	To
Paramedic Vehicle-Squad 66	$15,189	Fleet Replacement Project (Fund 742 Project C1823)	Capital Outlay Fund (Fund 301 Project C2256)
FY21 AFG Regional LUCAS Devices Grant	$10,104	Fire General Fund Operating Budget (Org.1012501)	Capital Outlay Fund (Fund 301 Project C2412)
FY19 AFG Regional Hazmat Training Grant	$6,173	Fire General Fund Operating Budget (Org 1012501)	Grant Fund (Fund 200 Project G1904)

For Finance Use Only: See attachment

COMMITTEE OUTCOME

The Finance & Governance Committee approved 3-0 on June 11, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Rose Rodarte, Administrative Services Manager

ATTACHMENTS

1. Finance Table

Staff Report Attachment: Fire Department Budget Transfers

Finance Use Only					
		Increase/ (Decrease)			
PROJECT	**ORG-OBJ-PRJ**	**Fund 101**	**Fund 200**	**Fund 301**	**Fund 742**
FLEET REPLCMNT-FIRE	7423750-57000-C1823				$ (15,389.00)
	3012501-49300-C2256			$ 15,389.00	
FIRE VEHICLE PARAMEDSQUAD	3012501-56040-C2256			$ 15,389.00	
	7421001-59800-C2256				$ 15,389.00
AF22 LUCAS CHEST COMPRESSION	3012501-49300-C2412			$ 10,104.00	
	3012501-56040-C2412			$ 10,104.00	
	1011001-59800-C2412	$ 10,104.00			
AFG HM REGIONAL FY19	1012501-59810-G1904	$ 6,173.00			
	2002501-49310-G1904		$ 6,173.00		
No Project	1012501-59810	$ (16,277.00)			
	Total Impact per Fund	$ -	$ 6,173.00	$ 50,986.00	$ -

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.4

DATE: June 27, 2024

TO: City Council

FROM: Steve Naveau, Human Resources Director, (805) 385-7947, steve.naveau@oxnard.org

SUBJECT: Fifth Amendment to Agreement No. 8822-19-HR with Occu-Med, Ltd. for Pre-Employment Medical Evaluation Services.

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a Fifth Amendment to Agreement No. 8822-19-HR with Occu-Med, Ltd., with a not-to-exceed amount of $300,000, for pre-employment medical evaluation services.

(This item did not originate in Committee since this is a continuation of a previous item approved by the City Council.)

BACKGROUND

The City has utilized the services of Occu-Med, Ltd. through Agreement No. 8822-19-HR for pre-employment medical evaluation services since 2019. The services are used specifically to evaluate the pre-employment medical condition of police officer and firefighter candidates. The agreement has previously been amended four times to increase the amount of the agreement to $200,000 with a current expiration date of December 31, 2024.

This Fifth Amendment will increase the total not-to-exceed amount to $300,000 to cover additional pre-employment evaluations and will extend the expiration date of the agreement to June 30, 2025.

In early 2025, City staff will issue a request for proposal (RFP) to award a new contract for pre-employment physical evaluation services occurring after July 1, 2025.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

There is no additional financial impact related to the approval of this agreement. Pre-employment medical evaluation services are paid out of existing Police and Fire Department operating budgets.

COMMITTEE OUTCOME

(This item did not originate in Committee since this is a continuation of a previous item approved by the City Council.)

Prepared by: Megan Ferguson, Admin Services Admin./Supervisor

ATTACHMENTS

1. Occu-Med Amendments and Original Agreement

OCCU-MED

OCCU-MED SERVICE AGREEMENT

THIS AGREEMENT is made this 23rd day of October 2019 by and between OCCU-MED, Ltd., whose principal place of business is: 2121 West Bullard Avenue, Fresno, CA, 93711 (hereafter "OCCU-MED"), and THE CITY OF OXNARD (hereafter, "THE CITY") whose principal place of business is: 300 West Third Street, Oxnard, CA, 93030.

I. RECITALS

A. OCCU-MED is a nationally recognized leading provider in the provision of occupational health and workers' compensation cost containment consulting services and has developed widely accepted programs for occupational health compliance ("THE OCCU-MED SYSTEM" or "QA^2").

B. OCCU-MED has organized an association of users of THE OCCU-MED SYSTEM into THE OCCU-MED NETWORK ("NETWORK"), which members have the common goal of providing for their employees and applicants for employment fair and equitable decisions relative to their physical/medical capability of performing particular jobs.

C. THE CITY has an interest in controlling the costs associated with employee injuries.

D. THE CITY desires to utilize OCCU-MED's services to implement THE OCCU-MED SYSTEM for its employees.

II. SERVICES

A. Services will be provided as described in Occu-Med's Proposal to the City of Oxnard Proposal for *Occu-Med QA^2 Occupational Health Program* dated June 1, 2017: Updated October 22, 2019 (attached). Occu-Med's *Occu-Med QA^2 Occupational Health Program* Proposal is hereby incorporated into this contract.

III. TERM

The term of this Agreement shall be one (1) year with two (2) option years unless terminated as provided in Section IV. A. B. or Section VII hereinafter. The commencement date begins October 23, 2019.

IV. FEE FOR SERVICES

A. Services will be provided at the fees as described in "Proposed Fee Schedule/Explanation of Fees" section of the Proposal specifically pages 11-13 and Exhibit 6 – (attached). Exhibit 6 document titled: *"Occu-Med Fee Schedule For City of Oxnard"* shall remain at this rate for a period of one (1) year from this date, with option year pricing to be submitted at least ninety (90) days prior to the anniversary date of this Agreement and subject to CITY approval. If Occu-Med does not submit a proposal to modify pricing within this period, option year pricing will reflect base year pricing.

B. Either party shall have the right to terminate this agreement at any time, following execution of this Agreement, with ninety (90) days written notice ("the Withdrawal Date").

C. Terms for payment shall be net30 from date of invoice.

D. The amount paid under this Agreement shall not exceed $25,000.

V. RESPONSIBILITIES OF THE CITY

A. THE CITY shall assist OCCU-MED in the performance of its services under this Agreement, as necessary. Such assistance may include: 1. The designation by THE CITY of a contract coordinator to act as contact person and liaison to OCCU-MED as referenced in Exhibit 3 of Occu-Med's Proposal.

B. THE CITY shall also designate a primary contact person for the coordination of THE CITY participation in THE OCCU-MED SYSTEM.

C. THE CITY shall:

1. Maintain and protect the confidentiality of copyrighted materials provided by OCCU-MED. All copywritten material shall be identified as such with the designation "copyright."

2. Inform OCCU-MED of any claims, grievances or appeals filed by any applicant or employee against THE CITY as a result of THE CITY's use of THE OCCU-MED SYSTEM.

VI. ASSIGNABILITY

OCCU-MED shall not subcontract, assign or transfer any interest in this Agreement.

VII. DEFAULT

Should either party default in any provision of this Agreement, and fail to cure the default within fifteen (15) days after written notice to do so, then the non-defaulting party may terminate this Agreement by giving its written notice to the other. In that event, the Agreement shall terminate, and the defaulting party shall be obligated to the non-defaulting party for actual direct damages, for which payments have been or necessarily must be expended.

VIII. INDEPENDENT CONTRACTOR

OCCU-MED agrees that it is an independent contractor and not an employee of THE CITY and as such shall be responsible for payment of the salary and benefits for its employees. This Agreement shall not render OCCU-MED an employee, partner, or agent, with THE CITY for any purpose. OCCU-MED is and will remain an independent contractor in its relationship to THE CITY. THE CITY shall not be responsible for withholding taxes with respect to OCCU-MED's compensation hereunder. OCCU-MED shall have no claim against THE CITY hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

IX. INSURANCE

OCCU-MED shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within Insurance Exhibit INS-A, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that OCCU-MED obtain and maintain such insurance coverages. OCCU-

MED shall, before performance of any services under this Agreement, file with the City's Risk Manager evidence of insurance coverage as specified in Insurance Exhibit INS-A. Maintenance of insurance coverages by OCCU-MED is a material element of this Agreement. OCCU-MED's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

X. NONDISCRIMINATION

OCCU-MED shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. OCCU-MED understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, OCCU-MED shall be responsible for such subcontractor's compliance with this Section.

XI. RULES OF CONSTRUCTION

A. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties hereto, pertaining to the subject matters hereof, and supersedes all negotiations, preliminary agreements, and all prior and contemporaneous discussions and understandings of the Parties in connection with the subject matters hereof. Except as otherwise provided herein, no covenant, representation or condition not expressed in this Agreement, or in an amendment hereto made and executed in accordance with the provisions of Subsection XI.B. of this Section, shall be binding upon the Parties hereto or shall effect or be effective to interpret, change or restrict the provisions of this Agreement.

B. Amendments. No change, modification or termination of any of the terms, provisions, or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all parties hereto, their successors or assigns.

C. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

D. Separability. If any section, subsection or other provision of this Agreement, or the application of such section, subsection or provision is held invalid, then the remainder of the Agreement, and the application of such section, subsection or provision to persons or circumstances other than those with respect to which it is held invalid, shall not be affected thereby.

E. Headings and Captions. The titles or captions of sections and subsections contained in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement and, therefore, such titles or captions do not define, limit, extend, explain, or describe the scope or extent of this Agreement or any of its terms, provisions, representations, warranties, conditions, etc., in any manner or way whatsoever.

F. Binding Effect on Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, personal representatives, heirs and assigns (if adopted by successor to THE CITY).

G. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email or by other

means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

H. Remedies. All remedies shall be cumulative and not alternative.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date signed below.

CITY OF OXNARD

Patricia Garcia 12/17/19

☐ Tim Flynn, Mayor — Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☒ Patricia Garcia, Buyer

ATTEST:

N/A

Michelle Ascencion, City Clerk (only if Mayor signs) — Date

APPROVED AS TO FORM:

11/26/19

Stephen M. Fischer, City Attorney — Date

OCCU-MED Ltd.

Andrew Johnson, Vice President — Date

James Johnson, President & CEO — Date

Attorney (always required) [1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

[1] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date signed below.

CITY OF OXNARD

☐ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ Patricia Garcia, Buyer

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

OCCU-MED Ltd.

Andrew Johnson, Vice President 10/29/19 Date

James Johnson, President & CEO 10/29/19 Date

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- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

City of Oxnard

Occu-Med QA^2 Occupational Health Program

Proposal Submitted by:

OCCU-MED

June 1, 2017
Corporate HQ - 2121 West Bullard Avenue, Fresno, CA 93711
Denver Office - 4230 Elati Street, Suite 103, Denver, CO 80216
TAX ID: 522333519
559.435.7200 - Fax

Contact:
Christopher St. George
559.435.2800 x207 - Telephone
cstgeorge@occu-med.com
www.occu-med.com

Updated October 22, 2019

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I. Experience

Occu-Med's founder (now President and CEO of the company) directed a project (which eventually expended more than $2 million in cash and in-kind contributions) funded by the United States Civil Service Commission in 1976 "to develop and implement an improved system of physical and medical standards and procedures for employment." The goals of this project were: a) to ensure workers were able to safely perform the essential function of their jobs, b) reduce the costs associated with worker injuries, and c) protecting the rights of the disabled by developing a medically appropriate and legally defensible methodology for determining what medical conditions, injuries or illnesses allowed for reasonable accommodation. The Director of this project, Jim Johnson, having spent his previous two years at the County Supervisors' Association of California ("CSAC") as, among other assignments, staff to the statewide association of County Personnel Administrators, obtained a secondary grant to expand this project to include the entire state of California and to form an Advisory Group of representatives from more than thirty Counties, several Cities and various state and federal agencies enforcing the newly enacted legislation protecting the employment rights of the handicapped. Based on the original research conducted then, Occu-Med's methodology for managing employment medical evaluations was established.

Occu-Med has gained a thorough understanding of employment laws and regulations over its 37 years of providing these services, and we know the importance of having a complete understanding of the physical and environmental factors that the employee will face in the workplace before a placement recommendation is made. Occu-Med has legal counsel on staff, and, because we thoroughly understand medicine, the law and the requirements of the job in question, we are able to confidently permit placement of applicants and employees who are able to safely perform the essential duties of the job with or without reasonable accommodation and are able to recommend (just as confidently) the disqualification of individuals who are unable to safely perform the essential duties of the job (again, with or without reasonable accommodation). For example, as part of our services we track, monitor and opine on updates to the Occupational Health and Safety Administration (OSHA) and the Americans with Disabilities Amendments Act of 2008 (ADAAA), HIPAA, the California Fair Employment and Housing Act (FEHA), Peace Officer Standards and Training (POST) Guidelines and National Fire Protection Associated Guidelines (NFPA) 1582 which sometimes go unnoticed by Risk Managers and ESH&S personnel, yet it is the employer who will be left to pay the bill should an applicant be tested inappropriately during a pre-placement medical evaluation. And, just as importantly, we ensure the quality of each clinic, provider, and laboratory in our medical network including: Joint Commission, State

Medical Board and SAMHSA accreditation. We believe it is incumbent upon Occu-Med to remain an authority in the relevant legal changes within which such employment decisions must be made.

II. Implementation

Every medical exam performed by Occu-Med is done so in order to comply with a legal requirements surrounding what is permissible for pre-placement and periodic medical evaluations under the applicable ADAAA, FEHA & Peace Officer Standards and Training (hereafter, "POST") Guidelines. Put simply, we do not just ask the applicant or employee if he or she is able to "do the job" or "return to work", rather, our approach provides a quantifiable way to make such a determination for each applicant and/or employee as part of an individualized assessment.

Start-up and Phase-in Schedule

The cornerstone of creating legal defensibility in Occu-Med's QA^2 Occupational Medicine Program begins with the administration of Job Analysis, i.e. initially validating all medical testing performed through a statistically validated method. Occu-Med prepares one page Job Profiles for use in evaluating pre-placement, fitness-for-duty and return-to-work medical examinations by conducting on-site job analysis sessions. The procedure utilized during the job analysis sessions is the same one that we have used for more than 3,000 other agencies: Physical Abilities Analysis. **NOTE: If the City elects not to purchase Job Analysis services Occu-Med can work from the City's existing Job Descriptions and Medical Examination Protocols. Our Job Analysis service can always be performed at a later date. Nonetheless, our process is described below should the City wish to consider using it now or at a later date.**

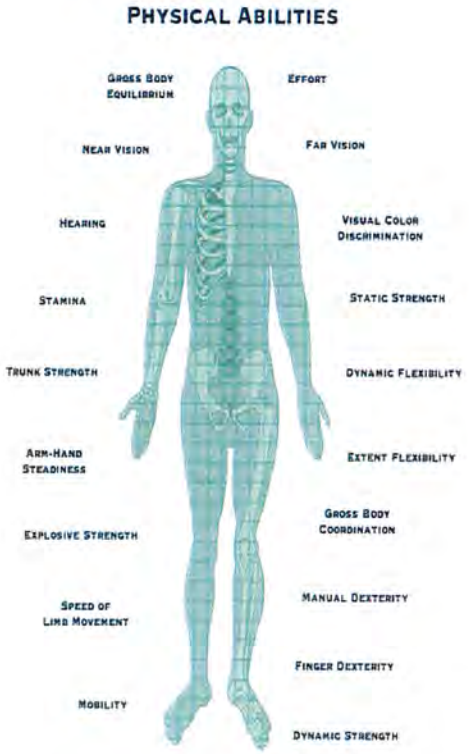
Job Analysis

Often Occu-Med begins our Program with the administration of Job Analysis. Our approach to accomplishing job analysis is outlined below and continues on page five:

Physical Abilities Analysis is a structured group process that involves interviewing job incumbents from the job being analyzed. In preparation for these Job Analysis sessions Occu-Med works with the City to determine statistically valid sample sizes (number of job incumbents) for the job classes and schedule the sessions. During the Job Analysis sessions, incumbents are asked to identify the most demanding essential job tasks for 19 physical ability categories, and then they are instructed to rate those tasks on a 7-point, behaviorally-anchored scale. The incumbents are also asked to complete a questionnaire that

addresses the environmental factors that they may be exposed to in their job. Overall, each session requires about one and one-half hours to complete. Data collected will then be qualitatively and statistically analyzed to develop Job Profiles (EXHIBIT 1) and Medical Examination Component Profiles (EXHIBIT 2) for each job class studied. The Job Profile accurately and fully the most demanding essential job tasks of the jobs studied, and the Medical Examination Component Profile details the specific medical tests that are job-related and consistent with business necessity and therefore recommended to find or diagnose the medical or physical conditions that would be of concern for that job.

Additionally, as part of our Job Analysis Occu-Med can include a review of the City's current testing protocols and procedures to determine if any additional OSHA specific testing could be included as part of the pre-placement medical exam. Or, the City's desire to review its drug testing policy in light of the Lanier Case. Occu-Med projects that it can accomplish an analysis of all required City job classes in no more than four (4) business days. This presumes that the City can schedule the 1-2 hour sessions efficiently with at least 4-5 incumbents in each job class, with 3-4 job classes in each Job Analysis session.



After our initial Job Analysis is completed Occu-Med can on a biennial basis refresh the City's Job Profiles to reflect changes to the physical demands of the position. This will also be performed for the City's Medical Exam Component Profiles in order to stay compliant with changes to applicable laws. Occu-Med is prepared to begin work for the City as early as July 1, 2017. *Again, if the City elects not to purchase this service Occu-Med can work from the City's existing job descriptions and the service can always be performed at a later date.*

III. Scope of Work

QA^2 is the name given to Occu-Med's end-to-end solution for the scheduling and on-going review of all medical examinations for applicants or employees for jobs with the City. This service includes exam reviews for pre-placement exams, the further investigation of medical conditions identified during these exams (through the "RD*QA*" service--see description), the preparation of letters to applicants who are determined to be Medically Disqualified for the job for which they applied, an analysis of Reasonable Accommodation for each individual Medically Disqualified, and the preparation of periodic (daily, when useful) production / performance / status reports.

A Client Orientation to the laws and regulations governing employment medical testing, the manner in which the Occu-Med Program fulfills these legal requirements will be performed, the goals of our service and the provision of assistance to our client in the establishment of appropriate policies and procedures within the City to authorize the appropriate medical review of employment examinations and the training of selected staff in the manner in which this process will be performed. Occu-Med requests the City assist us in preparing for this process by completing a New Client Interface Questionnaire (EXHIBIT 3).

Scheduling pre-placement, or periodic medical exams through Occu-Med could not be easier. Upon the acceptance of a conditional job offer by the candidate, a City representative contacts Occu-Med's Exam Scheduling Hotline or submits an Occu-Med Exam Requisition Form via e-mail (EXHIBIT 4), and the necessary medical exam is scheduled the same day as the referral. Occu-Med within two (2) hours of receipt of your referral will contact your applicant or employee in order to arrange a medical appointment with him or her (when possible Occu-Med will also provide the applicant with the necessary medical history forms so that he or she may complete the documents prior to the exam (EXHIBIT 5)). Upon completion of scheduling, your representative will immediately receive email confirmation of the appointment time and date, which will be scheduled to occur within 2 business days of the referral.

Having scheduled the medical exam, and with knowledge of the length of time required to obtain results from the medical testing included in the exam (i.e., PPD test for tuberculosis takes 48 to 72 hours for results), Occu-Med contacts the medical provider to request, or "harvest," the exam at the absolute earliest time that it should be ready for review. This service has cut exam turnaround time for our clients in half (or more!) in almost every case. Thus, eliminating a clinic from "holding" an exam until they have staff that can fax or email the results. Occu-Med commits to submitting a Medical Exam Summary Report to the City on the same day the complete medical exam is received (provided it is received before 4:00PM PT).

EXAM*QA*

When reviewing an exam Occu-Med combines:

a) a thorough knowledge of the essential physical and environmental components of the jobs in question;

b) the medical expertise to gather all necessary and appropriate medical information upon which to base safe placement, return-to-work and fitness-for-duty recommendations; and,

c) extensive knowledge of the legal constraints within which such hiring decisions must be made.

This aspect of our services means that Occu-Med and its medical review staff review all completed medical exams and it is Occu-Med's recommendation that is made to the City regarding an applicant or employees safe placement. This process ensures that pertinent aspects regarding a placement decision are considered and not just those in the examining physician's purview. For Conditional Qualifications (CQ), an Employment Agreement accompanies each such report. For Recommended Delayed for Qualification (RDQ), RD*QA* is initiated with the applicant, and the City is simply notified that the process has begun. This eliminates the possibility of disclosure of protected personal medical information that may be undesirable for the City to have received. For each Disqualification (DQ), an appropriate medical-legal report is submitted documenting the specific justifications for the disqualification and informing the City of the requirement of a consideration of Reasonable Accommodation (a process in which we encourage the City to involve us). Periodic performance reports, addressing both clinic turnaround statistics and EXAM*QA* results, are available upon request.

See Sample Right:

Medical Evaluations Results

Program Totals

132 Total Medical Referrals

2.96 Average days from date of exam until date of Occu Med's recommendation to the City. This includes waiting for PPD skin test results; laboratory results (and includes weekends and holidays).

70 Applicants initially Medically Qualified (MQ)

50 Applicants initially Conditionally Qualified (CQ)

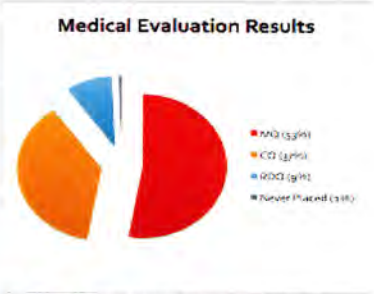
12 Applicants initially Recommended Delayed for Qualification (RDQ)

1 Applicants not placed as a result of the program (initially RDQ)

62 Applicants affected by the Program (47%)

Conditions identified included:

Abnormal Pulmonary function;
Orthopedic restrictions;
Abnormal lab results;
Color vision deficiencies;
Use of medications with known side effects;
Recent acute injuries;
Possible cumulative trauma;
Hypertension.



MQ: Medically Qualified; CQ: Conditionally Qualified; RDQ: Recommended Delayed for Qualification

OCCU-MED

Details regarding Occu-Med's qualification recommendations are as follows:

Occu-Med's Qualification Recommendations and Reports

Medically Qualified - Applicant is an immediate safe placement.

Conditionally Qualified - Applicant may be placed immediately but has work restrictions or accommodation as outlined on the medical restrictions and/or reasonable accommodations page of the report. The specific restrictions or accommodations are always included as part of the Conditionally Qualified Medical Exam Summary Report.

Recommendation Delayed for Qualification - Applicant will be required to submit further information regarding one or more medical conditions before being placed. This process is facilitated by Occu-Med via RD*QA*. The applicant is contacted on the day that he/she becomes delayed and informed that he or she has 10 business days to complete the request for additional medical information (extensions of the timeframe can be granted at the City's discretion).

Medically Disqualified - Applicant has been deemed medically unsuited for this job class and will not be placed. Occu-Med's report outlining relevant issues will be attached. The City must consider Reasonable Accommodation for this Medical Disqualification and must determine whether such an accommodation is feasible via the interactive process.

Recommendation Delayed for Qualification – RD*QA*

The RD*QA* process is one of the most elegant and sophisticated services associated with the Occu-Med Program, for the City this process will be the mechanism for facilitating an individualized assessment of an applicant or employee when initial medical information collected does not allow of an immediate determination of placement or disqualification.

When the Occu-Med recommendation is that a decision be delayed until certain medical information can be further explored (that is, when the applicant is classified as "Recommendation Delayed for Qualification"—or "RDQ"—under Occu-Med terminology), Occu-Med will submit that report as well as an additional report when the requested additional information is received and Occu-Med is able to offer a conclusive placement recommendation. Since the law permits making "further medical inquiry" into medical conditions that could pose a direct threat of injury from the performance of the job's essential duties, it is necessary to notify the applicant of the specific findings as well as the information that will be necessary to submit in order to be cleared for the job. Since City staff may not have the time or the

medical expertise to contact each of these applicants to describe in detail the medical findings and to answer their questions about the medical information needed for clearance to be approved, Occu-Med staff communicates directly with these applicants. Further, there is also a growing fear by employers that they may be receiving medical information about job applicants from medical examinations in violation of state and federal laws relating to such information (specifically, when the medical condition being investigated more fully pursuant to an "RDQ" designation is found to be benign in relation to the job's essential duties). For these reasons Occu-Med has developed—and will institute as part of this contract—a service designated as "RDQA." Under RDQA Occu-Med corresponds directly with job applicants to discuss the medical findings, to answer any questions about the medical condition or the process being employed, and to describe any medical records or documentation required for clearance. Applicants will have five (5) days to respond to Occu-Med and ten (10) days to provide further information unless the City dictates the application of different time requirements. The City's staff will simply be notified that such a review has been initiated, and the City will be informed on a periodic basis (as directed) on the status of each RDQ. Then, when the requested information is submitted, Occu-Med will prepare the appropriate clearance report

As part of Occu-Med's services Occu-Med serves as the custodian of records for all medical records for our clients. This includes the completed medical history questionnaire (customized by Occu-Med to meet POST & GINA requirements), results of all tests immunizations, examination information and any follow-up information collected as a result of medical findings. Occu-Med maintains this information in a HIPAA compliant softcopy that is available to the City with a one (1)-business day request.

Annual/Periodic/ Wellness Exams *(when applicable)*

A. Instituting a program that regularly evaluates pertinent aspects of your employees' health can prevent injuries resulting from deterioration in employee health, as well as maintain compliance with regulations that require medical surveillance. A large segment of Occu-Med's business has become the performance and management of compliance for required annual testing including: OSHA Compliance, hearing conservation, HAZMAT, respiratory protection, and many other regulations.

Occu-Med would be pleased to begin providing the necessary medical tests associated with ongoing compliance of these many regulations. Further, information regarding this service can be discussed with the City should Occu-Med be selected as the vendor.

Communicable Diseases

Based on Occu-Med's job analysis, POST Guidelines, Cal/OSHA regulation §5193. Bloodborne Pathogens Occu-Med is able to tailor its Occu-*VAX* services to provide robust support to the City in helping to mitigate communicable diseases.

Occu-Med performs over 100,000 occupational health related immunizations annually, from annual flu shots to yellow fever prophylaxis. Occu-Med maintains an entire department dedicated to this ongoing endeavor, Occu-*VAX*. At the time of each referral for individuals requiring immunizations Occu-Med will request a copy of the applicant's vaccination record. Pursuant to the City's request an assessment will be made regarding whether or not the applicant has received the necessary immunizations including: MMR, Tetanus & TDAP, Hepatitis B, Varicella and the current influenza immunization. If it is determined that one or more immunizations are necessary, the immunizations will be made available (but not required) to the applicant at the time of the medical exam. If the applicant declines the immunizations Occu-Med will administer the necessary declination form.

Occu-*VAX (when requested)*

Occu-*VAX* is the scheduling and coordination, immunization record management and the on-going management of all immunization and chemoprophylaxis treatments for applicants and employees for jobs. This service includes an individualized evaluation of each applicant / employee to assess the appropriateness and necessity for administering the immunization and chemoprophylaxis treatments outlined in the specific Occu-*VAX* Profile prior to and, when appropriate, during employment.

Scheduling and Coordination: Upon completion of the medical evaluation or concurrently by requirement or request from a designated City employee, Occu-Med will promptly contact applicants / employees to: a) assess the appropriateness and necessity for receiving immunization and chemoprophylaxis treatments, and b) schedule and coordinate the administration of those immunization and chemoprophylaxis treatments deemed appropriate and necessary prior to and during employment.

Immunization Record Management: Applicants and employees will be given an immunization record (documentation of immunization history) upon completion of: a) initial administration of immunization and chemoprophylaxis treatments; or b) an assessment concluding that no immunization treatments are necessary. Immunization records for all applicants and employees evaluated will be maintained electronically by Occu-Med. In the event an applicant tor employee declines an immunization Occu-Med will obtain the appropriate declination from the individual.

On-Going Immunization Management: All immunization treatments recommended by POST, NFPA or the CDC will be managed by Occu-Med. This service includes tracking to assure compliance with the CDC, in addition to other applicable guidelines; notification of employees and designated supervisory personnel of all periodic follow-ups associated with immunization treatments; and, upon request, preparation and provision of customized tracking reports documenting any aspect of the immunization and chemoprophylaxis treatment program.

Occu-*VAX* is a dynamic service that any employer can access, from including a Hepatitis B Titer as part of a pre-placement evaluation so that Hepatitis immunity can be immediately documented, or providing on-site flu immunizations during the flu season.

Ready Resource

Occu-Med serves as a ready resource for medical (i.e. what level of hearing loss is acceptable for a Dispatcher), legal and personnel (i.e. what can we do when an employee mentions to his/her supervisor that he/she has been diagnosed with carpal tunnel syndrome) issues that may arise. We serve hundreds of public and private sector clients, and most issues that arise have been researched and answers are readily available. Also, after more than 37 years of experience in this very focused endeavor, our staff is extremely well qualified to advise on most issues in this arena.

Monthly Reporting

Occu-Med maintains a database of all exams that we review, Occu-Med will provide the City with a quarterly report documenting the results of our work, if requested. Clinic performance reports documenting accuracy and turnaround times for exams are also available to our clients upon request. Occu-Med will work with the City to establish what specific information the City wishes to receive in each report.

IV. Proposed Fee Schedule/Explanation of Fees

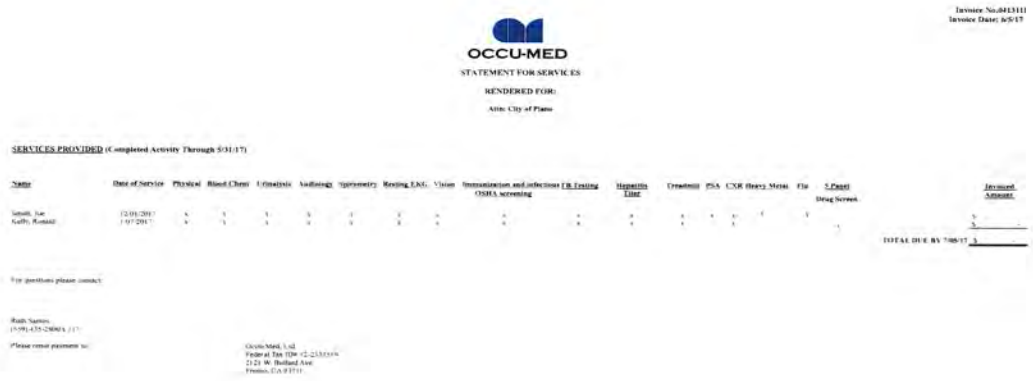
QA^2 Fees are itemized as in EXHIBIT 6.

Should the City elect to include Occu-Med's Job Analysis service included in our proposal such analysis can be conducted for $1000.00 per job class and can be accomplished in 3-4 days. Actual out-of-pocket expenses will be billed as incurred. If the City elects not to do this, Occu-Med is just as easily able to work from City Job Descriptions, as stated previously our Job Analysis can always be completed at a later date.

QA^2 fees are those that the City would typically pay directly to the medical clinic, but without all the hassle of dealing with MEDICAL "BILLING" INVOICES. Occu-Med began its Clinic Bill Review service in 2006 as part of its service to ITT, a company charged with deploying employees to Iraq, Kuwait, Qatar and Afghanistan for various major federal projects in that region. We have evaluated more than 100,000 clinic invoices for pre-placement exams over this span of time and have been absolutely appalled at our findings: a) more than 92% of these clinic invoices were initially submitted with inaccuracies (wrong charges for tests not performed, charges for unnecessary testing performed, duplicate billings); and b) much worse - is the fact that nearly all of the incorrect invoices were inaccurate in favor of the clinic.

Occu-Med requires the submission of an accurate invoice for payment—at which point we immediately submit payment to the clinic. We submit our invoice to the City as a single fee (as negotiated) for an exam— as the City's request our invoice will also include a list of itemized charges, however, the charges will always add up to the pre-agreed negotiated fee. Clients have informed us that this "bill review" service alone has literally saved days of staff time. Another client, upon learning of this billing trend, audited the previous year's invoices and was able to obtain a refund of more than $3,000 for exams performed.

On the first day of each month, Occu-Med will submit an invoice to the City for the prior month's medical services and examinations. Our invoices will be itemized by the date of service, name of person examined, type of physical performed, itemized charges for each type of physical (if applicable), a subtotal for each person examined, and a total of charges for the month being billed. Sample Below:



Invoice No.041311
Invoice Date: 6/5/17

OCCU-MED

STATEMENT FOR SERVICES

RENDERED FOR:

Attn: City of Plano

SERVICES PROVIDED (Completed Activity Through 5/31/17)

Name	Date of Service	Physical	Blood Chem	Urinalysis	Audiology	Spirometry	Resting EKG	Vision	Immunization and infectious OSHA screening	TB Testing	Hepatitis Titer	Creatinin	PSA	CXR	Heavy Metal	Flu	5 Panel Drug Screen	Invoiced Amount
Smith, Joe	12/01/2017	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	$
Griffy, Rosario	11/07/2017	x	x	x	x	x	x	x	x	x	x	x	x	x				$

TOTAL DUE BY 7/05/17 $

For questions please contact:

Ruth Santos
(559) 435-2800x 117

Please remit payment to:

Occu-Med, LLC
Federal Tax ID# 42-2333555
2121 W. Bullard Ave
Fresno, CA 93711

Our knowledge of the precise medical exam components that are of value for each specific job class (eliminating useless, improper and overly expensive medical tests), our ability to negotiate fair and reasonable charges from providers for medical exams, our national buying power for laboratory services (blood chemistry panels and urine drug screens), and our careful auditing of clinic and laboratory charges allow us to offer a vastly expanded array of services to our clients for fees typically charged by their medical provider for just the medical examination and laboratory charges. Occu-*VAX* fees are billed as incurred. If the City elects not to utilize this service no charges apply.

We hope you enjoyed reviewing our proposal and that you find Occu-Med's service offerings a potential value to the City of Oxnard. We look forward to hearing from you regarding how we may proceed.

Proposal Respectfully Submitted By:

Christopher St. George

Director; Global Business Services

Occu-Med Ltd.

EXHIBIT 1

OCCU-MED JOB PROFILE
March 2017

JOB CLASS: Firefighter Series
EMPLOYER: City of

Physical Ability	Rating	Most Demanding Essential Tasks
1. Stamina	6.5	Advance charged hose line; pull down ceilings; vent roof with ax
2. Extent Flexibility	6.0	Reach to rescue victim from confined space
3. Dynamic Flexibility	5.5	Vent roof with ax; pull down ceilings; perform CPR
4. Static Strength	6.5	Carry/drag victims away from burning building
5. Explosive Strength	5.5	Knock down doors to rescue victims
6. Dynamic Strength	5.5	Climb ladders to fight fires
7. Trunk Strength	6.0	Lift gurneys; drag victims from fire
8. Speed of Limb Movement	6.0	Drive fire engine during code 3 emergency
9. Gross Body Coordination	5.5	Rescue victim from confined space; vent roof from ladder
10. Gross Body Equilibrium	5.5	Walk on slippery roof while fighting fire
11. Arm-Hand Steadiness	4.0	Insert IV
12. Manual Dexterity	4.0	Operate saws; use ax to vent roof
13. Finger Dexterity	4.5	Tie knots in ropes
14. Near Vision	6.0	Read policies/codes/operations manual/maps
15. Far Vision	5.0	Drive fire engine to location of fire
16. Visual Color Discrimination	5.0	Detect color of smoke/flame/hazardous material
17. Hearing	5.5	Detect faint voices at fire scene
18. Mobility	5.5	Perform fire inspections
19. Effort	6.5	Advance charged hose line; pull down ceilings; vent roof with ax

RESPIRATOR USE
Required? Yes

Environmental Factors

1. EXPOSURE TO SUN: 50% to 100% of work time spent outside a building and exposed to the sun.
2. WORK ABOVE FLOOR LEVEL: Some work done from ladders, scaffolds, rigging, etc. more than 12 feet above the floor.
3. HIGH TEMP: Considerable work time in hard manual labor work in temperatures above 90 degrees.
4. SUDDEN TEMPERATURE CHANGES: Infrequently subjected to changes of more than 40 degrees.
5. CONFINED OR CRAMPED BODY POSITONS: Occasional work in confined or cramped positions less than 1/3 of the time.
6. WETNESS: More than 10% of the work time involves getting part or all of the body and/or clothing wet.
7. NOISE: Occasionally there are unusually loud sounds.
8. VIBRATION: Minor strain or vibration.
9. SLIPPERY SURFACES: Frequent work on unusually slippery surfaces.
10. OIL: Some parts of the body come in contact with oil or grease occasionally.
11. INJURY POTENTIAL: Frequent possibility of bodily injury.
12. BURNS: Possibility of second degree burns or third degree burns.
13. DUST: Works in or around areas with major amounts of dust present.
14. SILICA DUST AND ASBESTOS: Exposed to free silica dust and asbestos.
15. HAZARDOUS MATERIAL: Exposure is regular part of the job.
16. COMMON ALLERGEN EXPOSURES: Frequent exposure to common allergy-causing agents.
17. IRREGULAR OR EXTENDED WORK HOURS: Frequently required to change working hours or work overtime.

EXHIBIT 2

OCCU-MED

MEDICAL EXAM COMPONENT PROFILE
April 2017

EMPLOYER: CITY OF - - FIRE DEPARTMENT
JOB CLASS: FIREFIGHTER SERIES (PRE-PLACEMENT)

THE FOLLOWING ARE THE RECOMMENDED ACTIVITIES AND TESTS, WHICH SHOULD BE COMPLETED FOR THIS JOB CLASS. THESE MEDICAL EVALUATION COMPONENTS ARE BASED ON MINIMUM REQUIREMENTS FOR A JOB-RELATED MEDICAL EVALUATION.

X Review job description (physical abilities & environmental factors) as necessary, determine work location and areas of work specialization.

X Occu-Med Medical History Questionnaire/OSHA Respirator Questionnaire 1910.134 Appendix C.

X Problem-oriented written history of personal and occupational health based on a brief interview to verify the Medical History Questionnaire (usually conducted by a nurse or paramedical staff and supplemented by physician comments).

X Authorization For Release of Information From Medical Record Form.

X General Physical Examination:

a. Vital Signs: temperature, pulse, respiration, blood pressure, height, weight.
b. Physician's Examination: head, eyes, ears, nose and throat, neck, chest, heart, abdomen, extremities, back, neurological, vascular, lymphatic, and skin.
c. Range of Motion: back exam.
d. Dipstick Urinalysis – blood, glucose, protein.
e. Sight screening - near, far, depth, color, and peripheral.
f. Gross hearing test
g. Physician's summary, including comments related to job requirements.

X Audiogram with OSHA Approved Sound Booth (500 – 8000Hz).

X PPD (TB) Skin Test.

X Chest X-Ray (PA & LAT) with Interpretation.

X Pulmonary Function Test with Interpretation.

X Treadmill Stress Test with Interpretation (Bruce Protocol – 12 METS; 85% Maximum Predicted Heart Rate).

X Venipuncture (Use MEDTOX collection supplies provided by Occu-Med) includes the following:

Test Name	Test Code
a. **Occu-Panel E (CHEM W/LIPIDS+CBC)**	12729

X Urine Collection (Use MEDTOX collection supplies provided by Occu-Med) includes the following:

Test Name	Test Code
a. **5-Panel Non-DOT Urine Drug Screen**	88544
b. **Urinalysis Gross & Microscopic**	1705

OCCU-VAX PROFILE: BASED ON VACCINATION HISTORY OR DECLINATION - HEPATITIS A & B SERIES, MMR, VARICELLA, INFLUENZA, TDAP, POLIO. TITERS: HEPATITIS A/B 2927/2929, MMR TITER 1995, VARICELLA 1989.

Occu-Med Approval On:
Occu-Med Approval By:
Client Approval On:
Client Approval By:

EXHIBIT 3

OCCU-MED

Occu-Med New Client Interface Questionnaire

Please provide full name, phone and email address where applicable:

1. Who at the City of Oxnard is authorized to request services from Occu-Med?

2. Who at the City will be copied on emails from Occu-Med documenting exam appointments?

3. Who at the City will determine a path forward for candidates / employees that fail to attend their scheduled appointments (I.e., "No Shows")?

4. Who at the City will receive correspondence from Occu-Med related to candidates / employees failures to schedule / attend medical examinations in a timeframe that could prohibit the placement timeline (as documented by the anticipated placement date)?

5. Who will at the City will Occu-Med submit Medical Exam Summary Reports / Qualification results to?

6. How long will candidates have to schedule their appointment from the time we are notified of the need? We can address this two ways. First, we can use one metric that deals with the amount of time from the referral to the date of the exam. For example, candidates are often given five business days to attend an examination. Second, we can use two metrics: one metric to deal with the amount of time the candidate has to schedule an appointment, and another metric to deal with the amount of time the candidate has to attend their appointment. For example, candidates are often given two business days to schedule and appointment that is to be attended within five business days of referral. Both are effective, but the second option tends to be most effective.

EXHIBIT 3

7. How long will candidates classified as RDQ (i.e., requiring additional medical evaluation or follow up) be given to submit the required additional medical information? Often times, candidates are given five or ten initial business days to respond to these requests with an opportunity to request additional time that is subject to approval by the City.

8. Does the City have a policy in place regarding dilute drug screen results? Pursuant to DOT, the City has the option of either: a) accepting negative dilute drug screens as passing; or, b) requiring individuals with negative dilute drug screens to be retested and accepting the second result.

9. Does the City have a policy in place regarding a positive PPD skin test result? (Option A) If an applicant/employee tests positive for the PPD skin test at the time of the medical exam, would the City authorize and pay for a chest x-ray to rule out active tuberculosis? (This will allow the chest x-ray to occur immediately). (Option B) If not, then the applicant/employee would be delayed and will be required to provide the results of a recent chest x-ray from their personal physician prior to starting on the job or a final recommendation being made.

10. Occu-Med is committed to submitting periodic excel spreadsheets / tracking reports (internally coined the Occu-Tracker) to its customers. Who at the City will we submit these reports to? How frequently will these reports be submitted (i.e., daily, weekly, etc.)?

11. Who is the City's point of contact for invoicing for this contract?

EXHIBIT 4

OCCU-MED

MEDICAL EXAM REQUISITION FORM

SUBMIT COMPLETED FORM TO OCCU-MED VIA EMAIL AT SCHEDULING@OCCU-MED.COM
IF YOU ARE UNABLE TO EMAIL, PLEASE FAX TO (559) 435.7200

DATE OF REQUEST: _____

EXAM TYPE:

☐ PRE-PLACEMENT

☐ ANNUAL

☐ DOT EXAM & CERTIFICATE

CANDIDATE / EMPLOYEE:

☐ POTENTIAL NEW HIRE

☐ CURRENT EMPLOYEE

EMPLOYER INFORMATION

EMPLOYER	
EMPLOYER REPRESENTATIVE	
OFFICE TELEPHONE	
EMAIL ADDRESS	

CANDIDATE / EMPLOYEE INFORMATION

CANDIDATE / EMPLOYEE NAME	
JOB CLASS / DEPARTMENT *(IF APPLICABLE)*	
PRIMARY PHONE NUMBER	
ALTERNATIVE PHONE NUMBER	
EMAIL ADDRESS	
LOCATION (CITY / STATE / ZIP)	

ADDITIONAL COMMENTS

ANY QUESTIONS REGARDING EXAM SCHEDULING SHOULD BE DIRECTED TO OCCU-MED'S EXAM SCHEDULING DEPARTMENT AT 559.435.2800 x 337

CREATED BY: NA 4/15/13 – LAST UPDATED BY: 4/15/16 – V.1.0

EXHIBIT 5

OCCU-MED

OCCU-MED MEDICAL HISTORY QUESTIONNAIRE

APPLICANT INFORMATION

APPLICANT'S NAME (Last, First, Middle)	SOCIAL SECURITY NUMBER	BIRTHDATE (MM/DD/YYYY)
	— —	/ /
MAILING ADDRESS	CITY	STATE / ZIP
		/
PHONE NUMBERS WHERE YOU CAN BE REACHED	EMAIL	
HOME: ( ) - CELL: ( ) -		

DISCLAIMER

A thorough evaluation of the information provided will permit an accurate assessment of an applicant's ability to safely perform the essential duties of the job. This statement is confidential. The information you provide will be maintained in a manner that appropriately protects its confidentiality.

I, THE UNDERSIGNED, DO HEREBY CONSENT TO UNDERGO A MEDICAL EXAMINATION, INCLUDING BLOOD SPECIMEN, X-RAYS, SKIN TESTS, AND OTHER EXAMINATIONS WHICH ARE NECESSARY TO DOCUMENT MY ABILITY TO SAFELY PERFORM THE ESSENTIAL DUTIES OF THE JOB THAT I AM CURRENTLY PERFORMING (PERIODIC EXAM) OR HAVE BEEN OFFERED CONTINGENT UPON PASSING THIS MEDICAL EXAMINATION (PRE-PLACEMENT EXAM). I CERTIFY THAT ALL INFORMATION PROVIDED IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, AND I AGREE AND UNDERSTAND THAT ANY MISSTATEMENT OF MATERIAL FACT HEREIN MAY CAUSE FORFEITURE OF ALL RIGHTS TO ANY EMPLOYMENT.

SIGNATURE IN FULL	DATE COMPLETED

MEDICAL HISTORY

1. Have you ever been medically examined for employment before? Yes ☐ No ☐
   1.1 If YES, complete the following:

EMPLOYER	JOB CLASS	DATE OF EXAM

2. Please list all prescription and non-prescription medication you regularly use (vitamins, birth control pills, laxatives, aspirins, antihistamines, tranquilizers and weight reducing aids):

3. Please list any prescription or non-prescription medications, not taken regularly, which you have taken in the last 2 months:

4. Please list any drugs or other substances (including: food, insect stings, etc.) that you are allergic to:

5. Have you had the following immunizations?

Y	N	?		Y	N	?	
☐	☐	☐	Hepatitis A	☐	☐	☐	Measles
☐	☐	☐	Hepatitis B	☐	☐	☐	Mumps
☐	☐	☐	Varicella (Chicken Pox)	☐	☐	☐	Rubella
☐	☐	☐	Tetanus	☐	☐	☐	Bacillus Calmette-Guernin

6. Have you ever had a positive reaction to a PPD (Tuberculosis) Skin Test? Yes ☐ No ☐

7. Please list your last three (3) hospitalizations, beginning with the most recent (excluding routine childbirth):

REASON	HOSPITAL / CITY	DATE (MM/DD/YYYY)
		/ /
REASON	HOSPITAL / CITY	DATE (MM/DD/YYYY)
		/ /
REASON	HOSPITAL / CITY	DATE (MM/DD/YYYY)
		/ /

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OCCU-MED

Name: _____

OCCU-MED MEDICAL HISTORY QUESTIONNAIRE

Have you ever been exposed to any of the following (at home, work, or in any other setting) or do you have a problem with:

	Y	N			Y	N	
8.	☐	☐	Prolonged loud noises	11.	☐	☐	Sprays or powders for insects or plants
9.	☐	☐	Substances which irritated your skin or eyes	12.	☐	☐	Prolonged X-Rays or other radiation
10.	☐	☐	Substances which caused breathing difficulties	13.	☐	☐	Dusty conditions (sandblasting, drilling, etc.)

	Y	N	
14.	☐	☐	Have you ever had a bad reaction to high environmental temperatures?
15.	☐	☐	Have you ever had a bad reaction to low environmental temperatures?
16.	☐	☐	Have you been rejected by the military for health reasons?
17.	☐	☐	Were you ever in the Armed Services?
18.	☐	☐	If you were in the Armed Services, did you ever receive a Medical Discharge?

Have you ever had the following?

	Y	N	
19.	☐	☐	Injury of any kind (list any restrictions / limitations on page 4)
20.	☐	☐	Limiting injury of any kind (list all restrictions / limitations on page 4)
21.	☐	☐	Any claims submitted, pending or awarded for the above
22.	☐	☐	Are you now receiving, or have you applied for, any VA, Federal, State or Medical Disability payments?

** NOTE: Information relative to Workers' Compensation claims may not be used by an employer in making an employment decision. Your responses to questions 19 – 22 will be used by the medical evaluator in determining your current health status only.*

Have you ever had, now have or believe you may have any of the following?

	Y	N			Y	N	
23.	☐	☐	Tuberculosis	54.	☐	☐	Histoplasmosis
24.	☐	☐	Pneumonia	55.	☐	☐	Cancer
25.	☐	☐	Bronchitis	56.	☐	☐	Disease of the Immune System
26.	☐	☐	Emphysema	57.	☐	☐	Hyperthyroidism
27.	☐	☐	Asthma	58.	☐	☐	Hypothyroidism
28.	☐	☐	Pneumothorax	59.	☐	☐	Allergic Rhinitis
29.	☐	☐	High Blood Pressure	60.	☐	☐	Psychological Problems (e.g. PTSD, ADHD)
30.	☐	☐	Heart Murmur, Heart Disease	61.	☐	☐	Scarlet Fever
31.	☐	☐	Stroke	62.	☐	☐	Decompression Sickness or Air Embolism
32.	☐	☐	Hiatal or Diaphragmatic Hernia	63.	☐	☐	Trouble with your Thyroid Gland
33.	☐	☐	Esophageal Reflux	64.	☐	☐	Skin Rash, Burning, Itching or Infection
34.	☐	☐	Rheumatic Fever	65.	☐	☐	Skin Cancer(s)
35.	☐	☐	Encephalitis, Meningitis	66.	☐	☐	Bleeding Gums or Nose in the Past Year
36.	☐	☐	Epilepsy, Convulsions	67.	☐	☐	Sinus Trouble
37.	☐	☐	Glaucoma	68.	☐	☐	Perforated Ear Drum
38.	☐	☐	Duodenal or Stomach Ulcer	69.	☐	☐	Colds more than twice a year
39.	☐	☐	Gall Bladder Trouble	70.	☐	☐	Loss of Consciousness
40.	☐	☐	Liver Trouble or Hepatitis	71.	☐	☐	Shortness of Breath
41.	☐	☐	Sleep Apnea	72.	☐	☐	Chest Pains
42.	☐	☐	Anemia	73.	☐	☐	Frequent Headaches
43.	☐	☐	Diabetes	74.	☐	☐	Dizziness, Vertigo or Motion Sickness
44.	☐	☐	Kidney Disease	75.	☐	☐	Problems with Eyes / Vision
45.	☐	☐	Kidney Stones	76.	☐	☐	Back or Joint Surgery
46.	☐	☐	Rheumatism, Arthritis, Gout	77.	☐	☐	Back or Joint Pain (☐ Frequent ☐ Occasional)
47.	☐	☐	Varicose Veins	78.	☐	☐	Back Injury
48.	☐	☐	Phlebitis	79.	☐	☐	Cervical Neck Injury or Problem
49.	☐	☐	Hay Fever	80.	☐	☐	Knee Surgery
50.	☐	☐	Typhoid Fever	81.	☐	☐	Upper Extremity Injury or Problem
51.	☐	☐	Sore Throats Chronically	82.	☐	☐	Lower Extremity Injury or Problem
52.	☐	☐	Hernia	83.	☐	☐	Other (explain):
53.	☐	☐	Valley Fever (Coccidioidomycosis)				

	Y	N	
84.	☐	☐	Have you gained or lost more than 10 pounds in the past 2 years without trying to do so?
85.	☐	☐	Have you had any changes in your appetite in the past 6 months?
86.	☐	☐	Have you noticed unusual fatigue or weakness recently?
87.	☐	☐	Have you had a change in the size or color of a mole (dark growth) or wart in the past year?
88.	☐	☐	Do you have a skin rash, burning, itching or other skin sensitivity?
89.	☐	☐	Have you ever coughed up blood or have / had a chronic cough?

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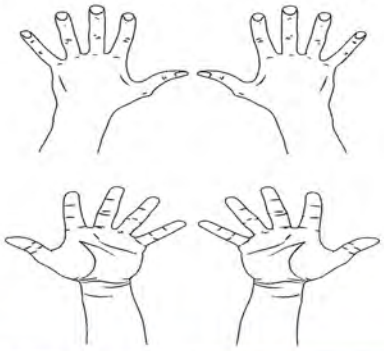
OCCU-MED

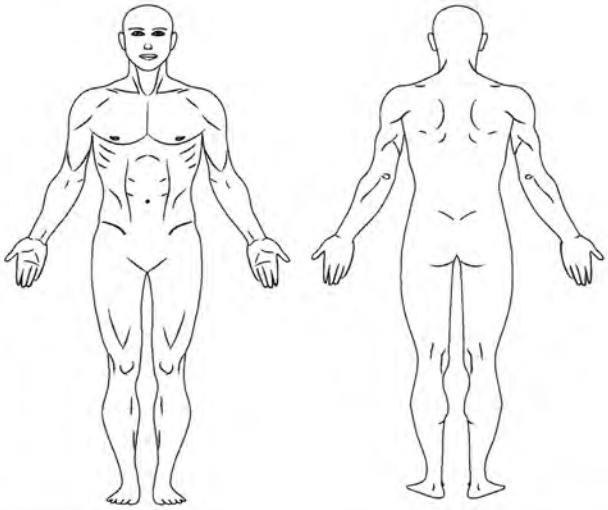
Name: _____

OCCU-MED MEDICAL HISTORY QUESTIONNAIRE

Have you ever had the following?

	Y	N	
90.	☐	☐	Do you smoke or use other forms of tobacco? If YES: _____ packs per day; _____ per day
91.	☐	☐	Do you drink alcohol? If YES: _____ drinks per day
92.	☐	☐	Have you, or are you currently, being treated for alcoholism? If YES, date of treatment: _____
93.	☐	☐	Do you engage in potentially hazardous recreational activities (e.g. Weightlifting, Sky Diving, Scuba Diving, etc.)?
	Y	**N**	
94.	☐	☐	Have you had, or do you currently have, any FEMALE disorders?
95.	☐	☐	Do you have any reason to believe you are pregnant? Date of last menstrual period: _____
96.	☐	☐	Have you had, or do you currently have, any MALE disorders?
	Y	**N**	
97.	☐	☐	Have you ever had, or do you currently have, repeated feelings of numbness, tingling, "pins and needles" sensations or loss of sensation in one or both hands? If YES, date: _____
98.	☐	☐	Have you ever had, or do you currently have, repeated feelings of soreness or pain in either forearm or elbow?
99.	☐	☐	Have you ever had, or do you currently have, repeated feelings of pain, discomfort, burning or tingling in your shoulders? If YES, ☐ Left ☐ Right Date:_____
100.	☐	☐	Have you ever had, or do you currently have, knee pain, popping or locking? If YES, ☐ Left ☐ Right Date:_____ What time does your discomfort regularly occur? ☐ Mornings ☐ Afternoons ☐ Evenings ☐ Night
101.	☐	☐	Have you ever had, or do you currently have, foot pain? If YES, ☐ Left ☐ Right Date:_____
102.	☐	☐	Have any of the above symptoms (numbness, tingling, soreness or pain) ever caused you to be awakened while sleeping?
103.	☐	☐	Does/did discomfort in your wrists, arm, or shoulder interfere with your daily activities (eating, writing, sports, etc.)?
104.	☐	☐	Have you ever received, or do you currently receive, medical treatment for this pain and/or discomfort?
105.	☐	☐	Have you ever received, or do you currently receive, medical help for any of the following: Condition — Date of Surgery, if performed ☐ Carpal tunnel syndrome ☐ Ganglionic cyst ☐ Tendonitis ☐ Bursitis ☐ Arthritis
106.	☐	☐	If you are presently employed, does your job require arm, hand or finger actions to be repeated many times each hour and work shift?
107.	☐	☐	Have you ever had an auto accident? If YES, Date:_____
108.	☐	☐	Do you currently wear corrective lenses? If YES, ☐ Glasses ☐ Soft Contacts ☐ Reading Glasses Only ☐ Hard Contacts
109.	☐	☐	Are you presently experiencing any pain or discomfort? If YES, please mark the affected areas on the body diagram:





Peace Officer and P.O.S.T. compliant job classes:

	Y	N	
110.	☐	☐	Have you ever failed a pre-placement medical or psychological examination?
111.	☐	☐	Have you ever been terminated or resigned from employment, or had to change positions, due to a physical, psychological or medically related reason?
112.	☐	☐	Has your driver's license ever been suspended or revoked due to medical reasons?
113.	☐	☐	Have you ever taken medication to prevent wheezing or shortness of breath during exercise?
114.	☐	☐	Are you currently under a health care provider's care for any medical condition?

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OCCU-MED

Name: _____

OCCU-MED MEDICAL HISTORY QUESTIONNAIRE

ACKNOWLEDEGMENT

I understand that any incomplete, misleading or missing information (provided or omitted from this page) relevant to my safe performance of the essential duties of the job that I have been offered could result in a rescission of the conditional offer of employment or, if discovered after placement, could result in a reconsideration of my placement into this job class.

SIGNATURE IN FULL	DATE COMPLETED

A. Reason for Medications Taken

MEDICATION	MEDICAL CONDITION TREATED	SIDE EFFECTS EXPERIENCED	DATE STARTED	DATE ENDED	FREQUENCY TAKEN

B. Reason for Hospitalizations

MEDICAL CONDITION	TREATMENT	RECOVERY OR PROGNOSIS	DATE

C. Explain All YES Responses (Questions 8 – 114)

QUESTION NUMBER	RESPONSE

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EXHIBIT 6

Occu-Med Fee Schedule For City of Oxnard October 22, 2019	*Ventura County Occupational Health*	*USHealthWorks Oxnard*	*Walgreens*
Services:			
General Physical Exam including:vitals, vision, gross hearing, dipstick U/A, and doctor's ROM	$86.00	$114.00	
Audiogram with OSHA soundbooth or headset	$35.00	$40.00	
Hardy Rand Rittler (Color vision Police Only)	$35.00	N/A	
PPD Skin Test	$30.00	$35.00	
Chest X-Ray 1-View (PA)	$46.00	$80.00	
Chest X-Ray 1-View "B" Reader	$120.00	$120.00	
Chest X-Ray 2-View (PA+LAT)	$69.00	$92.00	
Resting EKG with Interpretation	$46.00	$80.00	
Pulmonary Function Test	$46.00	$98.00	
Venipuncture (Blood Collection) *(charged once per exam if blood is collected)*	$18.00	$29.00	
Urine Collection (charged once per exam if urine is collected)	$25.00	$52.00	
Treadmill Stress Test	$200.00	$200.00	
DOT Exam and Certificate	$86.00	$114.00	
Complete Blood Count	$20.00	$20.00	
5-Panel Drug Screen DOT/non-DOT	$36.00	$36.00	
Blood Chemistry Panel	$25.00	$25.00	
Blood Chemistry Panel with Lipids	$30.00	$30.00	
Heavy Metals Screen (Lead, Chromium, Arsenic)	$70.00	$70.00	
Heavy Metals Screen (Lead, Mercury, Arsenic)	$70.00	$70.00	
Fecal Occult Blood	$85.00	$85.00	
PSA	$20.00	$15.00	
Gross and Micro Urinalysis	$15.00	$15.00	
Varicella Titer	$20.00	$20.00	
Hepatitis A Titer	$21.00	$21.00	
Hepatitis B Titer	$21.00	$21.00	
Grip Strength	$25.00	N/A	
Vaccines:			
Twinrix			$155.00
Hepatitis A Vaccine (per shot)			$105.00
Hepatitis B Vaccine (per shot)			$98.00
Flu Vaccine			$35.00
Varicella Vaccine			$150.00
MMR			$105.00
TDAP			$65.00
Occu-*VAX* Fee (charged only when vaccination services are used)			$45.00
Review Fees:			
OSHA Respirator Questionnaire Admin/Review	$25.00	$25.00	
Medical Exam Scheduling Fee (charged once per exam)	$25.00	$25.00	
QA 2 Fee (charged once per exam)	$70.00	$70.00	

Agreement No. 8822-19-HR

FIRST AMENDMENT TO OCCU-MED SERVICE AGREEMENT

This First Amendment ("First Amendment") to the Occu-Med Service Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 6th day of May 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Occu-Med, Ltd. ("Consultant"). This First Amendment amends the Agreement entered into on October 23, 2019, by City and Consultant.

City and Consultant agree as follows:

1. The amount in Section IV. D of the Agreement of "$25,000" is hereby amended to "$50,000."

2. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

DocuSign Envelope ID: F8EF271E-C16F-4176-8254-00C6D6A9C44C

IN WITNESS WHEREOF, the parties hereto have executed the First Amendment on the date first written above.

CITY OF OXNARD

DocuSigned by:
Daniel Willhite
D934F95516344B8...

5/26/2021 | 4:32 PM PDT

☐ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☒ Daniel Willhite, Purchasing Manager
☒ _____, Buyer

ATTEST:

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

5/7/2021

Stephen M. Fischer, City Attorney (always required) Date

OCCU-MED, Ltd.

Andrew Johnson, Vice President Date

James Johnson, President & CEO Date

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

DocuSign Envelope ID: F8EF271E-C16F-4176-8254-00C6D6A9C44C

IN WITNESS WHEREOF, the parties hereto have executed the First Amendment on the date first written above.

CITY OF OXNARD

_____ _____
☐ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☒ _____, Buyer

ATTEST:

_____ _____
Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

_____ _____
Stephen M. Fischer, City Attorney (always required) Date

OCCU-MED, Ltd.

_____ 5/7/21
Andrew Johnson, Vice President Date

_____ 5-7-21
James Johnson, President & CEO Date

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

SECONDAMENDMENT TO OCCU-MED SERVICE AGREEMENT

This Second Amendment ("Second Amendment") to the Occu-Med Service Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 24th day of January 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Occu-Med, Ltd. ("Consultant"). This Second Amendment amends the Agreement entered into on October 23, 2019, by City and Consultant. The Agreement previously has been amended on May 6, 2021 by a First Amendment.

City and Consultant agree as follows:

1. The amount in Section IV. D of the Agreement of "$50,000" is hereby amended to "$100,000."

2. Section III. TERM should read as follows:

The term of this Agreement shall be one (1) year with three (3) option years unless terminated as provided in Section IV. B. or Section VII hereinafter. The commencement date begins October 23, 2019.

3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the First Amendment on the date first written above.

CITY OF OXNARD

2/2/2022

☐ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☒ Daniel Willhite, Purchasing Manager
☐ _____, Buyer

ATTEST:

N/A

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

2/1/2022

Stephen M. Fischer, City Attorney (always required) Date

OCCU-MED, Ltd.

Andrew Johnson, Vice President Date

James Johnson, President & CEO Date

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

IN WITNESS WHEREOF, the parties hereto have executed the First Amendment on the date first written above.

CITY OF OXNARD

_____ _____
☐ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☒ Daniel Willhite, Purchasing Manager
☐ _____, Buyer

ATTEST:

_____ _____
Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

_____ _____
Stephen M. Fischer, City Attorney (always required) Date

OCCU-MED, Ltd.

_____ 1/25/22
Andrew Johnson, Vice President Date

_____ 1-25-22
James Johnson, President & CEO Date

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

THIIRD AMENDMENT TO OCCU-MED SERVICE AGREEMENT

This Third Amendment ("Third Amendment") to the Occu-Med Service Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 8th day of March, 2023, by and between the City of Oxnard, a municipal corporation ("City"), and Occu-Med, Ltd. ("Consultant"). This Third Amendment amends the Agreement entered into on October 23, 2019, by City and Consultant. The Agreement previously has been amended on January 24th, 2022 by a Second Amendment, on May 6, 2021.

City and Consultant agree as follows:

1. The amount in Section IV.D of the Agreement of $100,000 is hereby amended to $175,000

2. Section III. TERM should read as follows:

The term of this Agreement shall expire December 31, 2024, unless terminated as provided in Section IV. B. or Section VII hereinafter. The commencement date begins October 23, 2019.

3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the First Amendment on the date first written above.

CITY OF OXNARD

Jennifer Yates 4/6/2023

☐ John C. Zaragoza, Mayor[1] Date
☒ Alexander Nguyen, City Manager
☒ Jennifer Yates, Purchasing Manager
☐ _____, Buyer

ATTEST:

_____ _____
Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

FOR 4/4/23
Stephen M. Fischer, City Attorney (always required) Date

OCCU-MED, Ltd.

3/9/23
Andrew Johnson, President Date

3/9/23
James Johnson, CEO Date

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

FOURTH AMENDMENT TO OCCU-MED SERVICE AGREEMENT

This Fourth Amendment ("Fourth Amendment") to the Occu-Med Service Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 29th day of November, 2023, by and between the City of Oxnard, a municipal corporation ("City"), and Occu-Med, Ltd. ("Consultant"). This Fourth Amendment amends the Agreement entered into on October 23, 2019, by City and Consultant. The Agreement previously has been amended on March 8, 2023, January 24th, 2022 by a Second Amendment, on May 6, 2021, by a First Amendment.

City and Consultant agree as follows:

1. The amount in Section IV.D of the Agreement of $175,000 is hereby amended to $200,000

2. Section III. TERM should read as follows:

The term of this Agreement shall expire December 31, 2024, unless terminated as provided in Section IV. B. or Section VII hereinafter. The commencement date begins October 23, 2019.

3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the First Amendment on the date first written above.

CITY OF OXNARD

Jennifer Yates 2/1/24

☐ John C. Zaragoza, Mayor[1] Date
☒ Jennifer Yates, Purchasing Manager
☐ _____, Buyer

ATTEST:

_____ _____
Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

_____ 1/23/24
Stephen M. Fischer, City Date
Attorney (always required)

OCCU-MED, Ltd.

_____ 1/22/24
Andrew Johnson, President Date

_____ 1-23-24
James Johnson, CEO Date

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

FITFH AMENDMENT TO OCCU-MED SERVICE AGREEMENT

This Fifth Amendment ("Fifth Amendment") to the Occu-Med Service Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 23rd_ day of May, 2024, by and between the City of Oxnard, a municipal corporation ("City"), and Occu-Med, Ltd. ("Consultant"). This Fifth Amendment amends the Agreement entered into on October 23, 2019, by City and Consultant. The Agreement previously has been amended on November 29, 2023, by a Fourth Amendment, on March 8, 2023, by a Third Amendment, on January 24, 2022, by a Second Amendment, and on May 6, 2021, by a First Amendment.

City and Consultant agree as follows:

1. The amount in Section IV.D of the Agreement of $200,000 is hereby amended to $300,000

2. Section III. TERM is amended to read as follows:

The term of this Agreement shall expire June 30, 2025, unless terminated as provided in Section IV. B. or Section VII hereinafter. The commencement date begins October 23, 2019.

3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the First Amendment on the date first written above.

CITY OF OXNARD

☒ John C. Zaragoza, Mayor[1] Date
☐ Jennifer Yates, Purchasing Manager
☐ _____, Buyer

ATTEST:

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date 6/6/24

OCCU-MED, Ltd.

Andrew Johnson, Vice President Date 6/5/24

James Johnson, President & CEO Date 6/5/24

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.5

DATE: June 27, 2024

TO: City Council

FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org

SUBJECT: Third Amendment to On-Call Services Contract with Aten Design Group, Inc. for City Website.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Third Amendment with Aten Design Group, Inc. (Agreement No. 32400027) for on-call services for website strategy, design and development for an increase of $105,000 for a total contract amount not to exceed $421,140 and extend the term to June 30, 2026.

(The Finance & Governance Committee approved 3-0 on June 11, 2024 to approve the staff recommendation and to forward the item for Council approval.)

BACKGROUND

Following a Request for Qualifications, the City hired Aten Design Group in June 2022 to design and launch a new website that makes it easier for community members to find information, access services and contact the City.

During the website redesign process, Governor Newsom signed Assembly Bill ("AB") 1637 into law on Oct. 8, 2023, which requires all cities and counties transition public facing websites to the .gov domain by January 1, 2029. The City used the redesign process to meet this government mandate while also creating a more functional, accessible and secure website.

In May 2024, the City launched www.oxnard.gov, which replaced the obsolete www.oxnard.org website with a modern, easy to navigate design that meets current ADA and Web Content Accessibility Guidelines (WCAG) 2.1 standards, offers a seamless experience across desktop computers, cellphones and tablets, and complies with AB 1637. During the first three weeks since the new site's launch, Oxnard.gov has serviced 29,000 active users, a 45% increase from the old website's estimated average of 20,000 monthly visitors. The new site's users have viewed 144,000 pages and downloaded 6,000 PDFs.

DISCUSSION

Over the past decade, various City departments launched independent microsites such as oxnardpd.org, oxnardhr.org, and oxnardrecevents.com because the previous website design did not meet their needs.

Now that the main City website has been redesigned and transitioned to the .gov platform, City staff are working to bring all department microsites under the .gov umbrella.

Since the City lacks an internal website development team, it will utilize Aten's on-call services to:

- Maintain the current website and design custom web pages for various City departments based on their evolving needs and community requests.

- Transition all microsites to the .gov domain system in compliance with AB 1637.

With the enhanced data and analytics capabilities of the new website, City staff will proactively work with Aten to develop features that address the community's needs. Aten will also build customized .gov pages for departments like Human Resources and Police, retiring their old microsites to ensure compliance with AB 1637.

Aten's on-call services contract will also ensure that the newly launched website maintains its usability, functionality, and security features for increased cyber resiliency and sustainability.
Aten's Scope of Work includes an hourly billing rate of $175, with resources available for up to 25 hours per month for 24 months, from July 1, 2024, to June 30, 2026.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

FINANCIAL IMPACT

The additional cost for the Website On-Call Services is included in the City Manager's FY 24-25 operational budget.

COMMITTEE OUTCOME

The Finance & Governance Committee approved 3-0 on June 11, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Katie Casey, Communications Manager

ATTACHMENTS
1. Original Agreement with Aten Design Group, Inc.
2. First Amendment with Aten Design Group
3. Second Amendment with Aten Design Group
4. Third Amendment with Aten Design Group

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

(1) Agreement Start Date: June 13, 2022

(2) Consultant: Aten Design Group, Inc., a Colorado Corporation

(3) Services: City Website Redesign Project

(4) Schedule of Services: "Schedule of Services Exhibit A"

(5) Agreement Ending Date: June 30, 2024

(6) Total Agreement Amount: $169,950.00

(7) City's Project Manager: Katie Casey, Communications Manager

(8) Consultant's Project Manager: Joe Crespo, Director of Accounts

(9) Insurance Coverage: INS-W

(10) Addresses for Notice:

FOR CONSULTANT:

1615 Platte Street, Suite 200
Denver, CO 80202
Attn: Joe Crespo, Director of Accounts

FOR CITY:

300 West Third Street, Fourth Floor
Oxnard, CA 93030
Attn: Katie Casey, Communications Manager

(11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:

joe@atendesigngroup.com

CITY'S PROJECT MANAGER:

katie.casey@oxnard.org

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- Scope of Services Exhibit
- Rates and Costs Exhibit
- Insurance Exhibit (INS-W)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.

3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

8. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in "(8) Consultant's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

10. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant's staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Consultant's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages,

injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

a. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

16. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 16.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally,

anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Consultant shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 17 shall survive the termination of this Agreement.

18. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services

performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

22. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

23. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.

26. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

27. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

28. Force Majeure. Neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

29. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

30. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations,

representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

32. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

33. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

34. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relief to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

38. Electronic Transmission of Contract and Signature. The parties agree that this Agreement may be transmitted and signed by electronic or digital means by either/any or both/all Parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7."

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

6/28/2022

☐ John C. Zaragoza, Mayor[1] Date
■ Alexander Nguyen, City Manager
☐ Jennifer Yates, Purchasing Manager
☐ [name], Buyer

ATEN DESIGN GROUP, INC., a Colorado Corporation

6/22/2022

Justin Toupin, CEO[2] Date

Date

ATTEST:

N/A

Rose Chaparro, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

6/17/22

Stephen M. Fischer, City Attorney (always required) Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

6/28/2022

☐ John C. Zaragoza, Mayor[1] Date
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☐ Jennifer Yates, Purchasing Manager
☐ [name], Buyer

ATEN DESIGN GROUP, INC., a Colorado Corporation

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- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBIT A

SCOPE OF SERVICES

Strategy and User Research 6 Weeks | Up to 100 Hours of Budgeted time *Estimated starting June 2022*	**$16,500** Budget Total
Discovery	Aten will review extant discoveries leading up to this project. Aten will conduct ongoing collaborative research and exploration to fully understand the history of the project as well as core challenges and opportunities for the City of Oxnard's website. The City will provide Aten interviews with appropriate staff members in the IT and Communications Department to provide background on the website. The City will provide Aten with view-only access to 1) the backend of the current website and 2) Matomo website analytics account in order for Aten to provide a robust analysis that will be presented to the city.
Stakeholder Surveys	Aten will create questionnaires for the City to distribute in order to help provide baseline guidance on the community's wants / needs. This will include both a paper and digital format. The City will support outreaching to the following Target Audiences: • Senior Community • Parents Groups/City's After School Programs • Online Groups (Citizens for a Better Oxnard Facebook page) • Paid online survey ad (Facebook and IG ads paid for by the City) • Businesses (Chamber of Commerce) • Oxnard College students • Utility billing (email survey to all utility bill users) Aten will collect, quantify and analyze the questionnaire results as part of their research for the City that will be presented to the City. These findings will drive design discussions and decisions.
Personas	Aten will develop key personas based on Focus Group findings and other documentation. City will review, edit and approve these personas.

Task Analysis	Once personas are defined, the teams at Aten will define the most common and impactful real-world tasks those users will perform on the website. Aten will use this list as a framework for prioritizing information architecture work. The City's Project Manager (Communications Manager) will review and provide edits and changes recommended by the City Manager to these task lists.
Technical Audit	In order to have a complete understanding of the functionality, and user journeys of the City's website, Aten will conduct platform walkthroughs, ongoing collaborative research, and exploration to fully understand the core development challenges and opportunities ahead. Aten will also research and recommend the best way to produce Spanish translation services for all content on the City's website. The Aten team will also review any third-party apps and widgets that the City uses on its current website and provide recommendations for accommodating these services (or replacing them) in the new web design. Aten will also review the backend materials on the current City website, and propose an action plan for the City to migrate selected content to the newly designed website. This includes identifying old content and raising the recommendation for archiving and/or removing content that has not been touched in years.

Workshops 2-6 Weeks | Up to 60 Hours of Budgeted time *Estimated Start July/August 2022*	**$9,000** Budget Total
Workshops (4)	Aten's strategy and design workshops fall into three categories: • Discovery Workshops • User Empathy Workshops • Design Workshop At least four workshops/exercises will be scheduled by mutual agreement during the engagement. For more information on Aten's workshops, please see page 41 of the technical proposal.

INFORMATION ARCHITECTURE 8 Weeks | Up to 140 Hours of Budgeted time *Estimated Start August/September - November 2022*	**$32,100** Budget Total
Navigation Structure	Based on goals and users needs, Aten will clearly document the intended website structure and interactions in a hierarchical Sitemap. The City's Project Manager (Communications Manager) will review and provide edits and changes recommended by the City Manager. The City Manager will approve the final navigation structure.
Wireframes	Aten will provide simple, gray-box wireframes that will suggest content hierarchy and high-level layout, guiding design and development efforts. The City's Project Manager (Communications Manager) will review and provide edits and changes recommended by the City Manager. The City Manager will approve the final wireframe structure.
Technical Plan	In collaboration with the development team, Aten will create an effective technical approach for the project. This plan will cover content generation and entry, Wordpress data structures (post types), user roles & permissions, user workflows, and define website features as well as technical approach. The approved migration of content will also be featured in this plan. Aten will assign roles to both the City staff and its internal team to ensure content migration is done in an easy manner with clear direction provided to all parties involved in the process. This will provide City staff with a clear roadmap on how to prioritize information that needs to be migrated and complete it in a manner that is clearly and concisely understood by the Aten team. Both Aten and the City participate in backlog grooming during this phase. It will be reviewed and reprioritized throughout development. The City's Project Manager (Communications Manager) will review and provide edits and changes recommended by the City's Chief Information Officer, and will secure final approvals by the City Manager. The approved technical plan will be used to build a sprint plan for all development phases.

Scope Review	Informed by collaborative discovery and the requirements in the Scope of Work, Aten will create a prioritized list of requirements and granular tasks for their design team to complete. This is a budget control checkpoint and will mitigate risk throughout development. The City's Project Manager (Communications Manager) will review and provide edits and changes recommended by the City's Chief Information Officer, and will secure final approvals by the City Manager.
Web Hosting Service Provider	Aten will work with the City to establish the Account Support Tier and Hosting Plan with Pantheon. Aten will establish direct communication between the City Manager's Office, its Chief Information Officer/IT Department and Pantheon. Aten will create a WordPress instance on the Pantheon platform. Aten will also provide guidance to the City on when to commence the contract with Pantheon and will consider the City's 8-week procurement timeframe in order to be cost-effective with the website development budget. The City will manage the Pantheon account and oversee the roles and permissions. The City will add Aten as a supporting organization to its Pantheon account, which will provide access to Aten's developers. Each Aten team member will be pre-approved by the City's Chief Information Officer, or their delegate, to have this access, and will receive a unique Pantheon user ID and password intended for their own use only. The Aten team members will not share, disclose, record (written & verbal) or reuse their Pantheon credentials. The level of access granted to an individual will be the minimum required to perform their assigned role and responsibilities. Once the City signs a contract with Pantheon, Aten will support the City's account set-up and work to establish it to complement the recommended design for the City's website.
Translation Services	Aten will work with the City to identify the best translation tool to be

	hosted on the website. Aten will ensure that the design team will produce materials that can easily be translated by incorporating this tool into the final work product. The City will pay for the translation service (if recommended) and ensure that Aten has access to any paid account services for design purposes.

RESPONSIVE & ACCESSIBLE DESIGN 8 Weeks | Up to 120 Hours of Budgeted time *Estimated Start November/December 2022 - January/February 2023*	**$19,800** Budget Total
Design Exploration	Aten will use research from the discovery phase and guidance by Oxnard's brand guidelines to establish a foundation for the design. Aten will look at typography, use of color and imagery, and specific user interface elements – outside the confines of a specific Layout. Aten will also ensure ADA compliance during design exploration and also consider the need for the use of a Spanish translation tool to support the final design during the exploration phase The Aten team will also incorporate any third-party apps and widgets into the design recommendations. The City will pay for third party apps and widgets licensing costs.
Design Direction	Aten will expand on the initial Design Exploration, establish typographic scale, visual hierarchy, navigation patterns, and grid structure with full-fidelity page mockups for key pages in both desktop and mobile. The City's Project Manager (Communications Manager) will review and provide edits and changes recommended by the City Manager. The City Manager will approve the final wireframe structure.
Design System	With design established, Aten will develop a design system and style guide that clearly documents design direction and provides a guideline for extending design throughout your website. At this time, the Aten team will discuss progress with the City's current task of identifying the number of pages to migrate content to the new system. The City will identify an estimated update of content

	that needs to be migrated during this phase. The City's Project Manager (Communications Manager) will review and provide edits and changes recommended by the City Manager. The City Manager will approve the final wireframe structure. Any changes to the design and its system that results in a change order by Aten to the project must be approved by the City's Project Manager (Communications Manager), or their delegate.
ADA Compliance Review	Aten will ensure the proposed design meets ADA compliance and addresses the best practices released by the U.S. Department of Justice in March 2022 https://beta.ada.gov/web-guidance/

Agile Development Sprints 12 Weeks | Up to 550 Hours of Budgeted time *Starting January/February 2023 - March/April 2023*	**$90,750** Budget Total
Planning	At the outset of each sprint, each user story is clearly documented, along with estimates and acceptance criteria developed by Aten and approved by the City's Project Manager (Communications Manager).
Daily Standup	The Aten team follow Agile Scrum methodologies and host daily standups to review yesterday's progress, confirm tickets on-deck for today, and identify any blockers. Aten will provide weekly project status updates, either via video meetings or email, to identify progress and any challenges that may need to be addressed in the week ahead. Aten will clearly define what the City needs to provide and approve during these weekly status updates in order to ensure that the project remains on time and on budget.
Cross-Functional Development	The Aten team will follow modern best practices for backend and frontend web development. More specifically, Aten will adhere to community coding standards and follow SMACSS modular development guidelines for CSS.
QA /Testing	Each ticket moves through two distinct QA stages in the workflow: one for internal review (Aten), another for client Approval (City).

	Aten will ensure during this stage that the website is functional tested for quality assurance for items including: • Browser support • Operating systems • Screen resolutions including responsive for mobile • Assistive technologies • Color blindness • Text sizing The City's Project Manager (Communications Manager) will review and provide edits and changes prior to approval.
Retrospectives	Retros are an important component of Agile. We invite clients to fully participate in each retrospective, an open conversation about what worked well and what could be improved for each sprint. The City's Project Manager (Communications Manager) will participate and invite any additional staff members (as needed) to participate in retrospectives at the end of each sprint.

TRAINING & LAUNCH 2 Weeks | Up to 60 Hours of Budgeted time *Starting June 2022*	**$9,900** Budget Total
Launch Preparation	The Aten team will polish development features, crawl the site for 404 errors, and conduct final performance tests. The Aten team will provide high-level recaps to the City's project manager during this two-week period to report both progress and/or significant issues that arose the steps the team took to mediate them.
Finalize Training Documentation	Aten will provide: • documentation in the form of inline help text, shared documents, and video capture will be created and shared with the City during all phases of development. Aten will curate and organize documentation so it can be easily understood by content editors that only occasionally use the Wordpress authoring interface.
Training Workshop	Relevant Aten personnel will conduct training sessions to help so the City's core web team and regular content editors understand the new

	system well enough to provide training to future editors.
Launch	Upon the City Manager or delegate's formal launch written approval, Aten will provide final deployment to production and perform DNS switch. Aten recommends a preview launch (e.g. https://preview.oxnard.org/), which allows the City to show the site to residents and businesses without replacing the current website. This allows the Aten team to continue to work in partnership with the City to ensure a smooth transition from the old website to the new. Aten will work with the web host provider to address any site outages. Aten operates from 8 a.m.–5 p.m. MT, Monday–Friday, has a same day response SLA, and will provide a timeline to resolution within one business day. For major outages, the City will have multiple direct contacts with Aten, including video and phone contacts, to ensure prompt response and service.
Warranties and Representations	Aten will provide post-site launch warranty support for a 30-day period starting on the first day that the City's new website is available to the public and ending on the 30th calendar day. Post-launch warranty services are limited to site functionality that fails to perform as designed, agreed upon, tested, and accepted by the City during the implementation. At the conclusion of the post-launch warranty period, at the City's request, Aten will refresh the Pantheon hosted development and test environments using a current copy of the production site. Prior to refreshing, an archive backup of the original development and test environments will be taken and saved with a retention period defined by City. All post-launch production changes made by Aten will adhere to the City's change control process.

ON CALL SERVICES *Starting July 2022*	Hourly rate $165
Post-Site Launch	Aten will be available for post-site launch support as needed to work through various design needs and City requests for services.

EXHIBIT B
RATES AND COSTS

BUDGET

We are a time-and-materials consulting shop. In our experience, time-and-materials best complements a partnership between clients and vendors. We clearly document priorities, carefully estimate the level of effort on tasks and frequently report on progress. As consulting partners, we supply our clients with the information they need to make their best possible decisions throughout the entire process. Our rate is $165 per hour and is extremely competitive among our peers.

Here is a roll-up of estimated costs based on what we know now about your requirements and our past experience with similar projects.

BUDGET ITEM	HOURS	TOTAL
Stragety & User Research	100	$16,500
Workshops	60	$9,900
Information Architecture	140	$32,100
Responsive & Accessible Design	120	$19,800
Agile Development Sprints	550	$90.750
Training & Launch	60	$9,900
Estimated Travel Expenses	-	-
TOTAL	**1,030**	**$169,950**

PAYMENT SCHEDULE

- Initial project deposit of $19,800 is due prior to kickoff.
- Monthly time-and-materials invoices indicating current balance summary will be submitted upon the first workday of each month, along with accompanying hours reports. Payment is Net 30. Invoice reminders will be sent twice per month on all open invoices.

INSURANCE EXHIBIT (INS-CC)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

StateFarm

Tammy Hill, State Farm Agent
2851 S PARKER RD. SUITE 1-0986
AURORA, CO 80014

CONTACT NAME: Tammy Hill
PHONE (A/C, No, Ext): 303-399-2600 FAX (A/C, No): 303.399.2260
E-MAIL ADDRESS: TAMMY.HILL.JHPQ@STATEFARM.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Fire and Casualty Company	25143
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

ATEN DESIGN GROUP INC
1615 S PLATTE ST. SUITE 200
DENVER, CO. 80202

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X Primary & Noncontributory GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:	N	Y	96-EQ-Z0975	06/20/2022	06/20/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ S/T Gen.Agg $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			96-EQ-Z0975	06/20/2022	06/20/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) CGL HNOLA Limit	$ $ $ $ $ 2,000,000
	X UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			96-KW-7909-0	09/17/2021	09/17/2022	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		96-MT-F677-1	01/07/2022/	01/07/2023	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000
A	Professional Liability	Y		PS0000003916311	12/14/2021	12/14/2022	Limit of Liability Total Limit of Liablity	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._9645-22-CM
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

CERTIFICATE HOLDER

City of Oxnard Attn: Insurance Compliance
P.O. Box 100085 – OX
Duluth GA 30096

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/07/2022

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

State Farm

Tammy Hill, State Farm Agent
2851 S PARKER RD. SUITE 1-0986
AURORA, CO 80014

CONTACT NAME: Tammy Hill
PHONE (A/C, No, Ext): 303-399-2600 FAX (A/C, No): 303.399.2260
E-MAIL ADDRESS: TAMMY.HILL.JHPQ@STATEFARM.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Fire and Casualty Company	25143
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

ATEN DESIGN GROUP INC
1615 S PLATTE ST. SUITE 200
DENVER, CO. 80202

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	Y	Y	96-EQ-Z0975	06/20/2022	06/20/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			96-EQ-Z0975	06/20/2022	06/20/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $ $
	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			96-KW-7909-0	09/17/2021	09/17/2022	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		96-MT-F677-1	01/07/2022/	01/07/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000
	Technolology Services Errors and Omissions Liability Insurance	Y		PS0000003916311	12/14/2021	12/14/2022	Limit of Liability Total Limit of Liablity	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

DATA BREACH ENDORESMENT COVERAGED ADDED JUNE-29-2022

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CMP-4786.1 ADDITIONAL INSURED — OWNERS, LESSEES, OR CONTRACTORS (Scheduled)

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Policy Number: 96 EQZ097 5

Named Insured:
ATEN DESIGN GROUP INC
1615 PLATTE ST STE 200
DENVER CO 80202-1828

Name And Address Of Additional Insured Person Or Organization:
CITY OF OXNARD
ATTN: INSURANCE COMPLIANCE
PO BOX 100085-OX
DULUTH, GA 30096

1. **SECTION II — WHO IS AN INSURED** of **SECTION II — LIABILITY** is amended to include, as an additional insured, any person or organization shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by:
   a. **Ongoing Operations**
      (1) Your acts or omissions; or
      (2) The acts or omissions of those acting on your behalf;

      in the performance of your ongoing operations for that additional insured; or
   b. **Products – Completed Operations**

      "Your work" performed for that additional insured and included in the "products-completed operations hazard".

   However, Paragraph **1.** above is subject to the following:
   a. The insurance afforded to the additional insured only applies to the extent permitted by law;
   b. If coverage provided to the additional insured is required by a contract or agreement, the insurance provided to the additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
   c. If the contract or agreement between you and the additional insured is governed by California Civil Code Section 2782 or 2782.05, the insurance provided to the additional insured is the lesser of that which:
      (1) Is allowed for the satisfaction of a defense or indemnity obligation by California Civil Code Section 2782 or 2782.05 for your sole liability; or
      (2) You are required by contract or agreement to provide for such additional insured.

   We have no duty to defend or indemnify the additional insured under this endorsement until a claim or "suit" is tendered to us.

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CONTINUED

2. Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.

3. With respect to the insurance afforded to the additional insured, the following is added to **SECTION II — LIMITS OF INSURANCE**:

   If coverage provided to the additional insured is required by contract or agreement, the most we will pay on behalf of the additional insured will be the lesser of the amount of insurance:

   a. Required by the contract or agreement; or

   b. Available under the applicable Limits Of Insurance shown in the Declarations.

   This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

4. With respect to the insurance afforded to the additional insured, the following is added to Paragraph **3. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **SECTION II — GENERAL CONDITIONS**:

   The additional insured must:

   a. See to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

      (1) How, when and where the "occurrence" or offense took place;

      (2) The names and addresses of any injured persons and witnesses; and

      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense;

   b. Tender the defense and indemnity of any claim or "suit" to us and to all other insurers who may have insurance potentially available to the additional insured; and

   c. Agree to make available any other insurance the additional insured has for defense or damages for which we would provide coverage under **SECTION II — LIABILITY**.

5. With respect to the insurance afforded the additional insured, the following replaces **SECTION II —LIABILITY** of Paragraph **7. Other Insurance** of **SECTION I AND SECTION II — COMMON POLICY CONDITIONS**:

   a. This insurance is primary to and will not seek contribution from any other insurance available to the additional insured, provided that the additional insured is a named insured under such other insurance.

   b. Regardless of any agreement between you and the additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

There will be no refund of premium in the event this endorsement is cancelled.

All other policy provisions apply.

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AGENCY CUSTOMER ID: _____

LOC #: _____

ACORD ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
TAMMY HILL INSURANCE AGENCY		ATEN DESIGN GROUP INC 1615 S PLATTE ST. SUITE 200 DENVER, CO. 80202
POLICY NUMBER 96-EQ-Z0975		
CARRIER State Farm Fire and Casualty Company	NAIC CODE 25143	EFFECTIVE DATE: 06/20/2022

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 24 **FORM TITLE:** Certificate of Property Insurance

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

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AGENCY CUSTOMER ID: _____

LOC #: _____

ACORD® ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
TAMMY HILL INSURANCE AGENCY		ATEN DESIGN GROUP INC 1615 S PLATTE ST. SUITE 200 DENVER, CO. 80202
POLICY NUMBER 96-EQ-Z0975		
CARRIER State Farm Fire and Casualty Company	NAIC CODE 25143	EFFECTIVE DATE: 06/20/2022

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 24 **FORM TITLE:** Certificate of Property Insurance

-Additional Insured Endorsement forms CG2010 11/85 or equivalent must be provided in addition to the Certificate of Insurance naming: City, its City Council, officers, employees, agents and volunteers are named as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; automobiles owned, leased, hired or borrowed by Consultant. as Additional Insured for the General Liability.

-Waiver of Subrogation form must be provided in addition to the Certificate of Insurance in favor of: City, its City Council, officers, employees, agents and volunteers are named as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; automobiles owned, leased, hired or borrowed by Consultant. for Workers Compensation.

-Primary/Non-Contributory Endorsement form must be provided in addition to the Certificate of Insurance for General Liability.

-Workers Compensation: Must provide coverage for the following State(s): CA

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32400027

Agreement No. 9675-22-CM

FIRST AMENDMENT TO PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 20th day of June, 2023, by and between the City of Oxnard, a municipal corporation ("City"), and Aten Design Group, Inc., a Colorado Corporation ("Consultant"). This First Amendment amends the Agreement entered into on June 13, 2022, by City and Aten.

City and Consultant agree as follows:

1. The references to the "Schedule of Services Exhibit A" and "EXHIBIT A SCOPE OF SERVICES" everywhere those terms are listed both on the Cover Page of the Agreement and in the Agreement are hereby amended to "Scope of Services Exhibit A-1." The "Schedule of Services Exhibit A" and "EXHIBIT A SCOPE OF SERVICES" are hereby disincorporated; instead, the "Scope of Services Exhibit A-1" is attached hereto and incorporated herein by this reference.

2. In Section 6 of the Cover Page of the Agreement, the amount "$169,950" is deleted and replaced with "$200,000".

3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD
Corporation

Jennifer Yates 6/20/2023

☐ John C. Zaragoza, Mayor[1] Date
☒ Jennifer Yates, Purchasing Agent[3]

ATEN DESIGN GROUP, INC., a Colorado

Justin Toupin, CEO[2], June 19, 2023 Date

, [4] Date

ATTEST:

n/a

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

6/19/2023

Stephen M. Fischer, City Date
Attorney (always required)

---

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000.

[2]

[3] The Purchasing Agent may execute any authorized agreement up to $200,000.

[4] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

SCOPE OF SERVICES EXHIBIT A-1

Strategy and User Research Up to 100 Hours of Budgeted time *Started August 2022*	**$16,500** Budget Total
June 2023 - Add additional 5 Hours of project time	June 2023 Additional Budget Total: **$825**
Discovery	Aten will review extant discoveries leading up to this project. Aten will conduct ongoing collaborative research and exploration to fully understand the history of the project as well as core challenges and opportunities for the City of Oxnard's website. The City will provide Aten interviews with appropriate staff members in the IT and Communications Department to provide background on the website. The City will provide Aten with view-only access to 1) the backend of the current website and 2) Matomo website analytics account in order for Aten to provide a robust analysis that will be presented to the city.
Stakeholder Surveys	Aten will create questionnaires for the City to distribute in order to help provide baseline guidance on the community's wants / needs. This will include both a paper and digital format. Aten will collect, quantify and analyze the questionnaire results as part of their research for the City that will be presented to the City. These findings will drive design discussions and decisions.
Personas	Aten will develop key personas based on Focus Group findings and other documentation. City will review, edit and approve these personas.
Task Analysis	Once personas are defined, the teams at Aten will define the most common and impactful real-world tasks those users will perform on the website. Aten will use this list as a framework for prioritizing

	information architecture work. The City's Project Manager (Communications Manager) will review and provide edits and changes recommended by the City Manager to these task lists.
Technical Audit	In order to have a complete understanding of the functionality, and user journeys of the City's website, Aten will conduct platform walkthroughs, ongoing collaborative research, and exploration to fully understand the core development challenges and opportunities ahead. Aten will also research and recommend the best way to produce Spanish translation services for all content on the City's website. The Aten team will also review any third-party apps and widgets that the City uses on its current website and provide recommendations for accommodating these services (or replacing them) in the new web design. Aten will also review the backend materials on the current City website, and propose an action plan for the City to migrate selected content to the newly designed website. This includes identifying old content and raising the recommendation for archiving and/or removing content that has not been touched in years.

Workshops Up to 60 Hours of Budgeted time *September - October 2022*	**$9,900** Budget Total
Workshops (4)	Aten's strategy and design workshops fall into three categories: • Discovery Workshops • User Empathy Workshops • Design Workshop At least four workshops/exercises will be scheduled by mutual agreement during the engagement. For more information on Aten's workshops, please see page 41 of the technical proposal.

INFORMATION ARCHITECTURE Up to 140 Hours of Budgeted time *Started December 2022*	**$23,100** Budget Total
June 2023 - Add additional 112 hours of project time	June 2023 Additional Budget Total: **$18,480**
Navigation Structure	Based on goals and users needs, Aten will clearly document the intended website structure and interactions in a hierarchical Sitemap. The City's Project Manager (Communications Manager) will review and provide edits and changes recommended by the City Manager. The City Manager will approve the final navigation structure.
Wireframes	Aten will provide simple, gray-box wireframes that will suggest content hierarchy and high-level layout, guiding design and development efforts. The City's Project Manager (Communications Manager) will review and provide edits and changes recommended by the City Manager. The City Manager will approve the final wireframe structure.
Technical Plan	In collaboration with the development team, Aten will create an effective technical approach for the project. This plan will cover content generation and entry, Wordpress data structures (post types), user roles & permissions, user workflows, and define website features as well as technical approach. The approved migration of content will also be featured in this plan. Aten will assign roles to both the City staff and its internal team to ensure content migration is done in an easy manner with clear direction provided to all parties involved in the process. This will provide City staff with a clear roadmap on how to prioritize information that needs to be migrated and complete it in a manner that is clearly and concisely understood by the Aten team. Both Aten and the City participate in backlog grooming during this

	phase. It will be reviewed and reprioritized throughout development. The City's Project Manager (Communications Manager) will review and provide edits and changes recommended by the City's Chief Information Officer, and will secure final approvals by the City Manager. The approved technical plan will be used to build a sprint plan for all development phases.
Scope Review	Informed by collaborative discovery and the requirements in the Scope of Work, Aten will create a prioritized list of requirements and granular tasks for their design team to complete. This is a budget control checkpoint and will mitigate risk throughout development. The City's Project Manager (Communications Manager) will review and provide edits and changes recommended by the City's Chief Information Officer, and will secure final approvals by the City Manager.
Web Hosting Service Provider	Aten will work with the City to establish the Account Support Tier and Hosting Plan with Pantheon. Aten will establish direct communication between the City Manager's Office, its Chief Information Officer/IT Department and Pantheon. Aten will create a WordPress instance on the Pantheon platform. Aten will also provide guidance to the City on when to commence the contract with Pantheon and will consider the City's 8-week procurement timeframe in order to be cost-effective with the website development budget. The City will manage the Pantheon account and oversee the roles and permissions. The City will add Aten as a supporting organization to its Pantheon account, which will provide access to Aten's developers. Each Aten team member will be pre-approved by the City's Chief Information Officer, or their delegate, to have this access, and will receive a unique Pantheon user ID and password intended for their

	own use only. The Aten team members will not share, disclose, record (written & verbal) or reuse their Pantheon credentials. The level of access granted to an individual will be the minimum required to perform their assigned role and responsibilities. Once the City signs a contract with Pantheon, Aten will support the City's account set-up and work to establish it to complement the recommended design for the City's website.
Translation Services	Aten will work with the City to identify the best translation tool to be hosted on the website. Aten will ensure that the design team will produce materials that can easily be translated by incorporating this tool into the final work product. The City will pay for the translation service (if recommended) and ensure that Aten has access to any paid account services for design purposes.
Additional Services (June 2023)	• Finalizing sitemap and content model • Technical plan, backlog building MVP sizing • Content mapping existing sitemap to new sitemap and content model

RESPONSIVE & ACCESSIBLE DESIGN Up to 120 Hours of Budgeted time *Started February 2023*	**$19,800** Budget Total
June 2023 - Add additional 20 Hours of project time	June 2023 Additional Budget Total: **$3,300**
Design Exploration	Aten will use research from the discovery phase and guidance by Oxnard's brand guidelines to establish a foundation for the design. Aten will look at typography, use of color and imagery, and specific user interface elements – outside the confines of a specific Layout. Aten will also ensure ADA compliance during design exploration and also consider the need for the use of a Spanish translation tool to support the final design during the exploration phase

	The Aten team will also incorporate any third-party apps and widgets into the design recommendations. The City will pay for third party apps and widgets licensing costs.
Design Direction	Aten will expand on the initial Design Exploration, establish typographic scale, visual hierarchy, navigation patterns, and grid structure with full-fidelity page mockups for key pages in both desktop and mobile. The City's Project Manager (Communications Manager) will review and provide edits and changes recommended by the City Manager. The City Manager will approve the final wireframe structure.
Design System	With design established, Aten will develop a design system and style guide that clearly documents design direction and provides a guideline for extending design throughout your website. At this time, the Aten team will discuss progress with the City's current task of identifying the number of pages to migrate content to the new system. The City will identify an estimated update of content that needs to be migrated during this phase. The City's Project Manager (Communications Manager) will review and provide edits and changes recommended by the City Manager. The City Manager will approve the final wireframe structure. Any changes to the design and its system that results in a change order by Aten to the project must be approved by the City's Project Manager (Communications Manager), or their delegate.
ADA Compliance Review	Aten will ensure the proposed design meets ADA compliance and addresses the best practices released by the U.S. Department of Justice in March 2022 https://beta.ada.gov/web-guidance/
Additional Services (June 2023)	• Design comps for 6 additional pages • Internal strategist support & collaboration during the remainder of the design phase

Agile Development Sprints Up to 550 Hours of Budgeted time *Started April 2023*	**$90,750** Budget Total
June 2023 - Add additional 45 hours of project time	June 2023 Additional Budget Total: **$7,425**
Planning	At the outset of each sprint, each user story is clearly documented, along with estimates and acceptance criteria developed by Aten and approved by the City's Project Manager (Communications Manager).
Daily Standup	The Aten team follow Agile Scrum methodologies and host daily standups to review yesterday's progress, confirm tickets on-deck for today, and identify any blockers. Aten will provide weekly project status updates, either via video meetings or email, to identify progress and any challenges that may need to be addressed in the week ahead. Aten will clearly define what the City needs to provide and approve during these weekly status updates in order to ensure that the project remains on time and on budget.
Cross-Functional Development	The Aten team will follow modern best practices for backend and frontend web development. More specifically, Aten will adhere to community coding standards and follow SMACSS modular development guidelines for CSS.
QA /Testing	Each ticket moves through two distinct QA stages in the workflow: one for internal review (Aten), another for client Approval (City). Aten will ensure during this stage that the website is functional tested for quality assurance for items including: • Browser support • Operating systems • Screen resolutions including responsive for mobile • Assistive technologies • Color blindness • Text sizing

	The City's Project Manager (Communications Manager) will review and provide edits and changes prior to approval.
Retrospectives	Retros are an important component of Agile. We invite clients to fully participate in each retrospective, an open conversation about what worked well and what could be improved for each sprint. The City's Project Manager (Communications Manager) will participate and invite any additional staff members (as needed) to participate in retrospectives at the end of each sprint.

TRAINING & LAUNCH Up to 60 Hours of Budgeted time *Estimated Fall/Winter 2023-24*	**$9,900** Budget Total
Launch Preparation	The Aten team will polish development features, crawl the site for 404 errors, and conduct final performance tests. The Aten team will provide high-level recaps to the City's project manager during this two-week period to report both progress and/or significant issues that arose the steps the team took to mediate them.
Finalize Training Documentation	Aten will provide: • documentation in the form of inline help text, shared documents, and video capture will be created and shared with the City during all phases of development. Aten will curate and organize documentation so it can be easily understood by content editors that only occasionally use the Wordpress authoring interface.
Training Workshop	Relevant Aten personnel will conduct training sessions to help so the City's core web team and regular content editors understand the new system well enough to provide training to future editors.
Launch	Upon the City Manager or delegate's formal launch written approval, Aten will provide final deployment to production and perform DNS switch.

	Aten recommends a preview launch (e.g. https://preview.oxnard.org/), which allows the City to show the site to residents and businesses without replacing the current website. This allows the Aten team to continue to work in partnership with the City to ensure a smooth transition from the old website to the new. Aten will work with the web host provider to address any site outages. Aten operates from 8 a.m.–5 p.m. MT, Monday–Friday, has a same day response SLA, and will provide a timeline to resolution within one business day. For major outages, the City will have multiple direct contacts with Aten, including video and phone contacts, to ensure prompt response and service.
Warranties and Representations	Aten will provide post-site launch warranty support for a 30-day period starting on the first day that the City's new website is available to the public and ending on the 30th calendar day. Post-launch warranty services are limited to site functionality that fails to perform as designed, agreed upon, tested, and accepted by the City during the implementation. At the conclusion of the post-launch warranty period, at the City's request, Aten will refresh the Pantheon hosted development and test environments using a current copy of the production site. Prior to refreshing, an archive backup of the original development and test environments will be taken and saved with a retention period defined by City. All post-launch production changes made by Aten will adhere to the City's change control process.

ON CALL SERVICES *Estimated Fall/Winter 2023-24*		Hourly rate $165
Post-Site Launch	Aten will be available for post-site launch support as needed to work through various design needs and City requests for services.	

32400027

Agreement No. 9675-22-CM

SECOND AMENDMENT TO PROFESSIONAL SERVICES

This Second Amendment ("Second Amendment") to the Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 18th day of July, 2023, by and between the City of Oxnard, a municipal corporation ("City"), and Aten Design Group, Inc., a Colorado Corporation ("Consultant"). This Second Amendment amends the Agreement entered into on June 13, 2022, by City and Aten. The Agreement previously has been amended on June 20, 2023 by a First Amendment.

City and Consultant agree as follows:

1. The references to the "Scope of Services Exhibit A-1" everywhere that term is listed both on the Cover Page of the Agreement and in the Agreement are hereby amended to "Scope of Services Exhibit A-2." The "Scope of Services Exhibit A-1" is hereby disincorporated; instead, the "Scope of Services Exhibit A-2" is attached hereto and incorporated herein by this reference.

2. In Section 6 of the Cover Page of the Agreement, the amount "$200,000" is deleted and replaced with "$316,140".

3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

COUNCIL APPROVED
7/18/23 K·7
DATE

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD
Corporation

7-18-23

☐John C. Zaragoza, Mayor[1] Date
☑Jennifer Yates, Purchasing Agent[3]

ATEN DESIGN GROUP, INC., a Colorado

Justin Toupin, CEO[2], Date

[4] Date

ATTEST:

R. Chaparro 7/18/23

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

6/20/2023

Stephen M. Fischer, City Date
Attorney (always required)

---

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000.

[2]

[3] The Purchasing Agent may execute any authorized agreement up to $200,000.

[4] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD
Corporation

☐John C. Zaragoza, Mayor[1] Date
☐Jennifer Yates, Purchasing Agent[3]

ATTEST:

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

6/20/2023

Stephen M. Fischer, City Attorney (always required) Date

ATEN DESIGN GROUP, INC., a Colorado

Justin Toupin, CEO[2], 6/26/2023 Date

, [4] Date

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000.

[2]

[3] The Purchasing Agent may execute any authorized agreement up to $200,000.

[4] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

SCOPE OF SERVICES EXHIBIT A-2

Strategy and User Research Up to 100 Hours of Budgeted time *Started August 2022*	**$16,500** Budget Total
June 2023 - Add additional 5 Hours of project time	June 2023 Additional Budget Total: **$825**
Discovery	Aten will review extant discoveries leading up to this project. Aten will conduct ongoing collaborative research and exploration to fully understand the history of the project as well as core challenges and opportunities for the City of Oxnard's website. The City will provide Aten interviews with appropriate staff members in the IT and Communications Department to provide background on the website. The City will provide Aten with view-only access to 1) the backend of the current website and 2) Matomo website analytics account in order for Aten to provide a robust analysis that will be presented to the city.
Stakeholder Surveys	Aten will create questionnaires for the City to distribute in order to help provide baseline guidance on the community's wants / needs. This will include both a paper and digital format. Aten will collect, quantify and analyze the questionnaire results as part of their research for the City that will be presented to the City. These findings will drive design discussions and decisions.
Personas	Aten will develop key personas based on Focus Group findings and other documentation. City will review, edit and approve these personas.
Task Analysis	Once personas are defined, the teams at Aten will define the most common and impactful real-world tasks those users will perform on the website.

	Aten will use this list as a framework for prioritizing information architecture work. The City's Project Manager (Communications Manager) will review and provide edits and changes recommended by the City Manager to these task lists.
Technical Audit	In order to have a complete understanding of the functionality, and user journeys of the City's website, Aten will conduct platform walkthroughs, ongoing collaborative research, and exploration to fully understand the core development challenges and opportunities ahead. Aten will also research and recommend the best way to produce Spanish translation services for all content on the City's website. The Aten team will also review any third-party apps and widgets that the City uses on its current website and provide recommendations for accommodating these services (or replacing them) in the new web design. Aten will also review the backend materials on the current City website, and propose an action plan for the City to migrate selected content to the newly designed website. This includes identifying old content and raising the recommendation for archiving and/or removing content that has not been touched in years.

Workshops Up to 60 Hours of Budgeted time *September - October 2022*	**$9,900** Budget Total
Workshops (4)	Aten's strategy and design workshops fall into three categories: • Discovery Workshops • User Empathy Workshops • Design Workshop At least four workshops/exercises will be scheduled by mutual agreement during the engagement. For more information on Aten's workshops, please see page 41 of the technical proposal.

INFORMATION ARCHITECTURE Up to 140 Hours of Budgeted time *Started December 2022*	**$23,100** Budget Total
June 2023 - Add additional 112 hours of project time	June 2023 Additional Budget Total: **$18,480**
July 2023 - Add additional 34 hours of project time	July 2023 Additional Budget Total: **$5,610**

Navigation Structure	Based on goals and users needs, Aten will clearly document the intended website structure and interactions in a hierarchical Sitemap. The City's Project Manager (Communications Manager) will review and provide edits and changes recommended by the City Manager. The City Manager will approve the final navigation structure.
Wireframes	Aten will provide simple, gray-box wireframes that will suggest content hierarchy and high-level layout, guiding design and development efforts. The City's Project Manager (Communications Manager) will review and provide edits and changes recommended by the City Manager. The City Manager will approve the final wireframe structure.
Technical Plan	In collaboration with the development team, Aten will create an effective technical approach for the project. This plan will cover content generation and entry, Wordpress data structures (post types), user roles & permissions, user workflows, and define website features as well as technical approach. The approved migration of content will also be featured in this plan. Aten will assign roles to both the City staff and its internal team to ensure content migration is done in an easy manner with clear direction provided to all parties involved in the process. This will provide City staff with a clear roadmap on how to prioritize information that needs to be migrated and complete it in a manner that is clearly and concisely understood by the Aten team.

	Both Aten and the City participate in backlog grooming during this phase. It will be reviewed and reprioritized throughout development. The City's Project Manager (Communications Manager) will review and provide edits and changes recommended by the City's Chief Information Officer, and will secure final approvals by the City Manager. The approved technical plan will be used to build a sprint plan for all development phases.
Scope Review	Informed by collaborative discovery and the requirements in the Scope of Work, Aten will create a prioritized list of requirements and granular tasks for their design team to complete. This is a budget control checkpoint and will mitigate risk throughout development. The City's Project Manager (Communications Manager) will review and provide edits and changes recommended by the City's Chief Information Officer, and will secure final approvals by the City Manager.
Web Hosting Service Provider	Aten will work with the City to establish the Account Support Tier and Hosting Plan with Pantheon. Aten will establish direct communication between the City Manager's Office, its Chief Information Officer/IT Department and Pantheon. Aten will create a WordPress instance on the Pantheon platform. Aten will also provide guidance to the City on when to commence the contract with Pantheon and will consider the City's 8-week procurement timeframe in order to be cost-effective with the website development budget. The City will manage the Pantheon account and oversee the roles and permissions. The City will add Aten as a supporting organization to its Pantheon account, which will provide access to Aten's developers.

	Each Aten team member will be pre-approved by the City's Chief Information Officer, or their delegate, to have this access, and will receive a unique Pantheon user ID and password intended for their own use only. The Aten team members will not share, disclose, record (written & verbal) or reuse their Pantheon credentials. The level of access granted to an individual will be the minimum required to perform their assigned role and responsibilities. Once the City signs a contract with Pantheon, Aten will support the City's account set-up and work to establish it to complement the recommended design for the City's website.
Translation Services	Aten will work with the City to identify the best translation tool to be hosted on the website. Aten will ensure that the design team will produce materials that can easily be translated by incorporating this tool into the final work product. The City will pay for the translation service (if recommended) and ensure that Aten has access to any paid account services for design purposes.
Additional Services (June 2023)	• Finalizing sitemap and content model • Technical plan, backlog building MVP sizing • Content mapping existing sitemap to new sitemap and content model
Additional Services (July 2023)	• Creating backend guides to page naming and creating new pages • Developing guidelines for managing content

RESPONSIVE & ACCESSIBLE DESIGN Up to 120 Hours of Budgeted time *Started February 2023*	**$19,800** Budget Total
June 2023 - Add additional 20 Hours of project time	June 2023 Additional Budget Total: **$3,300**
Design Exploration	Aten will use research from the discovery phase and guidance by Oxnard's brand guidelines to establish a foundation for the design.

	Aten will look at typography, use of color and imagery, and specific user interface elements – outside the confines of a specific Layout. Aten will also ensure ADA compliance during design exploration and also consider the need for the use of a Spanish translation tool to support the final design during the exploration phase The Aten team will also incorporate any third-party apps and widgets into the design recommendations. The City will pay for third party apps and widgets licensing costs.
Design Direction	Aten will expand on the initial Design Exploration, establish typographic scale, visual hierarchy, navigation patterns, and grid structure with full-fidelity page mockups for key pages in both desktop and mobile. The City's Project Manager (Communications Manager) will review and provide edits and changes recommended by the City Manager. The City Manager will approve the final wireframe structure.
Design System	With design established, Aten will develop a design system and style guide that clearly documents design direction and provides a guideline for extending design throughout your website. At this time, the Aten team will discuss progress with the City's current task of identifying the number of pages to migrate content to the new system. The City will identify an estimated update of content that needs to be migrated during this phase. The City's Project Manager (Communications Manager) will review and provide edits and changes recommended by the City Manager. The City Manager will approve the final wireframe structure. Any changes to the design and its system that results in a change order by Aten to the project must be approved by the City's Project Manager (Communications Manager), or their delegate.
ADA Compliance Review	Aten will ensure the proposed design meets ADA compliance and addresses the best practices released by the U.S. Department of Justice in March 2022 https://beta.ada.gov/web-guidance/
Additional Services	• Design comps for 6 additional pages

(June 2023)	• Internal strategist support & collaboration during the remainder of the design phase

Agile Development Sprints Up to 550 Hours of Budgeted time *Started April 2023*	**$90,750** Budget Total
June 2023 - Add additional 45 hours of project time	June 2023 Additional Budget Total: **$7,425**
July 2023 - Add additional 428 hours of project time	July 2023 Additional Budget Total: **$70,620**
Planning	At the outset of each sprint, each user story is clearly documented, along with estimates and acceptance criteria developed by Aten and approved by the City's Project Manager (Communications Manager).
Daily Standup	The Aten team follow Agile Scrum methodologies and host daily standups to review yesterday's progress, confirm tickets on-deck for today, and identify any blockers. Aten will provide weekly project status updates, either via video meetings or email, to identify progress and any challenges that may need to be addressed in the week ahead. Aten will clearly define what the City needs to provide and approve during these weekly status updates in order to ensure that the project remains on time and on budget.
Cross-Functional Development	The Aten team will follow modern bestpractices for backend and frontend web development. More specifically, Aten will adhere to community coding standards and follow SMACSS modular development guidelines for CSS.
QA/Testing	Each ticket moves through two distinctQA stages in the workflow: one for internal review (Aten), another for client Approval (City). Aten will ensure during this stage that the website is functional tested

	for quality assurance for items including: • Browser support • Operating systems • Screen resolutions including responsive for mobile • Assistive technologies • Color blindness • Text sizing The City's Project Manager (Communications Manager) will review and provide edits and changes prior to approval.
Retrospectives	Retros are an important component of Agile. We invite clients to fully participate in each retrospective, an open conversation about what worked well and what could be improved for each sprint. The City's Project Manager (Communications Manager) will participate and invite any additional staff members (as needed) to participate in retrospectives at the end of each sprint.
Additional Services (July 2023)	• Tracking legal requirements • Ad-hoc support from the Strategist throughout development • iframe embed format for multiple maps • Additional post types, beyond original of 10 in scope • Sitewide notification/alert functionality • User role & permission management sitewide • Custom plugins for community development department • Estimated hours for custom plugins for other departments • Configure New Relic on Pantheon • Additional time to advise and document security and tech requirements as requested by City's Chief Technology Officer • Additional accessibility & QA work needed based on expanded scope of development

TRAINING & LAUNCH Up to 60 Hours of Budgeted time *Estimated Fall/Winter 2023-24*	**$9,900** Budget Total
Launch Preparation	The Aten team will polish development features, crawl the site for 404 errors, and conduct final performance tests. The Aten team will provide high-level recaps to the City's project manager during this two-week period to report both progress and/or significant issues that arose the steps the team took to mediate them.

Finalize Training Documentation	Aten will provide: • documentation in the form of inline help text, shared documents, and video capture will be created and shared with the City during all phases of development. Aten will curate and organize documentation so it can be easily understood by content editors that only occasionally use the Wordpress authoring interface.
Training Workshop	Relevant Aten personnel will conduct training sessions to help so the City's core web team and regular content editors understand the new system well enough to provide training to future editors.
Launch	Upon the City Manager or delegate's formal launch written approval, Aten will provide final deployment to production and perform DNS switch. Aten recommends a preview launch (e.g. https://preview.oxnard.org/), which allows the City to show the site to residents and businesses without replacing the current website. This allows the Aten team to continue to work in partnership with the City to ensure a smooth transition from the old website to the new. Aten will work with the web host provider to address any site outages. Aten operates from 8 a.m.–5 p.m. MT, Monday–Friday, has a same day response SLA, and will provide a timeline to resolution within one business day. For major outages, the City will have multiple direct contacts with Aten, including video and phone contacts, to ensure prompt response and service.
Warranties and Representations	Aten will provide post-site launch warranty support for a 30-day period starting on the first day that the City's new website is available to the public and ending on the 30th calendar day. Post-launch warranty services are limited to site functionality that fails to perform as designed, agreed upon, tested, and accepted by the City during the implementation. At the conclusion of the post-launch warranty period, at the City's

	request, Aten will refresh the Pantheon hosted development and test environments using a current copy of the production site. Prior to refreshing, an archive backup of the original development and test environments will be taken and saved with a retention period defined by City. All post-launch production changes made by Aten will adhere to the City's change control process.

Project Management July 2023 - Add additional 161 Hours of project time to support additional services	July 2023 Additional Budget Total: **$26,565**
	• Client (Oxnard) & internal meetings + project management (25% of total)

Contingency July 2023 - Add additional 81 Hours of project time	July 2023 Additional Budget Total: **$13,365**
	• Contingency Budget (10% of total)

ON CALL SERVICES *Estimated Fall/Winter 2023-24*	Hourly rate $165
Post-Site Launch	Aten will be available for post-site launch support as needed to work through various design needs and City requests for services.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/9/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Jackson Square Insurance Associates, INC.
75 Broadway Street, Ste. 202
San Francisco CA 94111

CONTACT NAME: Jude Winterhalter
PHONE (A/C, No, Ext): (415) 890-6379 FAX (A/C, No):
E-MAIL ADDRESS: jude@jsquareinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : HARTFORD UNDERWRITERS INS CO	30104
INSURER B : Socius Insurance Services	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Aten Design Group
1615 PLATTE ST
DENVER CO 80202-1581

CERTIFICATE NUMBER: REVISION NUMBER:

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	Y		57SBMAW0S3N	01/30/2023	01/30/2024	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			57SBMAW0S3N	01/30/2023	01/30/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			57SBMAW0S3N	01/30/2023	01/30/2024	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		57SBMAW0S3N	01/30/2023	01/30/2024	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Professional & Cyber Liability			ESL0039601028	01/23/2023	01/23/2024	Aggregate Limit	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Oxnard
Attn: Insurance Compliance Reference No.
P.O Box 100085
Duluth GA 30096

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Jude Winterhalter

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THIRD AMENDMENT TO PROFESSIONAL SERVICES

This Third Amendment ("Third Amendment") to the Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this day of June, 2024, by and between the City of Oxnard, a municipal corporation ("City"), and Aten Design Group, Inc., a Colorado Corporation ("Consultant"). This Third Amendment amends the Agreement entered into on June 13, 2022, by City and Consultant. The Agreement previously has been amended on June 20, 2023, by a First Amendment and on July 18, 2023 by a Second Amendment.

City and Consultant agree as follows:

1. The references to the "Scope of Services Exhibit A-2" everywhere that term is listed both on Cover Page of the Agreement and in the Agreement are hereby amended to "Scope of Services Exhibit A-3." The "Scope of Services Exhibit A-2" is hereby disincorporated; instead, the "Scope of Services Exhibit A-3" is attached hereto and incorporated herein by this reference.

2. In Section 5 of the Agreement, the date of "June 30, 2024" is deleted and replaced with June 30, 2026.

3. In Section 6 of the Cover Page of the Agreement, the amount "$316,140" is deleted and replaced with "$421,140".

4. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD
Corporation

_____ _____
☒John C. Zaragoza, Mayor[1] Date
☐Jennifer Yates, Purchasing Agent[3]

ATTEST:

_____ _____
Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

_____ _____
Stephen M. Fischer, City Attorney (always required) Date

ATEN DESIGN GROUP, INC., a Colorado

_____ _____
Justin Toupin, CEO[2], Date

_____ _____
,[4] Date

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000.

[2]

[3] The Purchasing Agent may execute any authorized agreement up to $200,000.

[4] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

SCOPE OF SERVICES EXHIBIT A-3

STATEMENT OF WORK

This Statement of Work (the "*SOW*") is made between Aten Design Group, Inc. ("*Agency*", "*Aten*", or "*we*") and the client named on the foregoing cover page ("*Client*", "Oxnard" or "*you*") as of the date set forth on the foregoing cover page (the "*SOW Date*"), pursuant to the Professional Services Agreement ("*PSA*") between said parties effective as of July 1, 2024 (the "*PSA*"). Capitalized terms that are not otherwise defined have the meanings given in the PSA. The parties agree as follows:

1. SERVICES; PROCESS. Agency shall provide strategy, design, and development services for Client's digital platforms in order to maintain and grow Client's digital presence. Agency will normally perform work from its office or the remote offices of its personnel during business hours. Work priority and scheduling will be established in conjunction with Client. Over the course of this engagement, Client will be given access to standard project management systems (e.g., Basecamp, JIRA, and/or Slack) for communicating, prioritizing, and organizing the work to be performed. An Aten project manager will be primarily responsible for planning, scheduling and otherwise coordinating work effort with you.

2. KEY AREAS OF FOCUS. Aten is a full service digital agency with core strengths in strategy, information architecture, user experience, design and open source development. This retainer engagement gives you, the Client, access to all disciplines within our agency. That said, we anticipate focusing primarily on the following areas during the course of this engagement:

- ADA and WCAG 2.0 AA compliance
- Custom web page designs
- Feature enhancements
- Urgent issues
- Security updates
- Monthly Plugin Updates

Aten will work on your Backlog in order of priority with said priority order determined by you.

3. FEES; EXPENSES; PAYMENT. You agree to pay us at the hourly rate of $175, and to reimburse us for any expenses we incur on your behalf that you approve in advance. Invoices will be sent monthly in arrears, and Client will pay them within [30] days of receipt.

4. ASSUMPTIONS.

- Aten agrees to ensure there are resources available for up to 25 hours per month for 24 months as directed by the Client's team, starting from July 1, 2024 and proceeding through June 30, 2026.
- Any hours to be accrued over 25 per month ("Overage Hours") will be scheduled by mutual written agreement and performed upon request, dependent on Contractor's availability.
- Our team is distributed across the continental United States. Individual team members are generally available during standard office hours, Monday through Friday, 9:00 AM to 5:00 PM, on their local time. After hours support is not provided as part of this engagement, but an emergency number is available in the event of a major site outage.

5. TERM & TERMINATION. This SOW commences as of the SOW Date and continues until June 30, 2026, unless earlier terminated pursuant to the terms of the Consulting Agreement.

(signature page follows)

EXECUTED as of the SOW Date.

ATEN DESIGN GROUP, INC.	CITY OF OXNARD
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.6

DATE: June 27, 2024

TO: City Council

FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org

SUBJECT: List of City Manager Approved Contracts - Informational Only.

RECOMMENDATION

That the City Council receive and file the list of City Manager approved contracts for the period December 1, 2023 through June 12, 2024.

(This item did not originate in Committee.)

BACKGROUND

Per City Code Chapter 4: Public Projects; Purchasing and Contracting allows the City Manager to approve any procurement contract or purchase order up to $200,000 annually. Additionally, the City Manager may approve any amendment that, collectively with the original purchase order or contract and all amendments thereto, does not exceed $200,000 annually. The attached list of contracts, purchase orders and amendments meet the criteria of amounts of being between $101,000 to $200,000 annually (including all prior amendments) for the period between December 1, 2023 through June 12, 2024.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Luly Lopez, Executive Assistant I

ATTACHMENTS

1. City Manager Contract-Purchase Order Approval List

City Manager Contract & Purchase Order List - December 1, 2023 to June 12, 2024

Contracts & Purchase Orders from $101,000 to $200,000 Annually

No.	Date CM approved	P.O. No.	Contract No.	Vendor	Description	Value of Item approved	Total Value
1	12/12/2023	22400537	N/A	Thermo Scientific Portable Analytical Instruments	Purchase Gemini chemical analyzer for Fire Department (Grant Funding)	$140,358.94	$140,358.94
2	12/15/2023	22400560	N/A	Swarco McCain, Inc.	Purchase Flex Rack Mount Controller for Traffic Engineering	$158,884.46	$158,884.46
3	12/15/2023	22400561	N/A	Flo-Systems, Inc.	Purchase One (1) Cascade 24MF pump and one (1) De'Ran M16AH right angle gear for Wastewater Treatment Plant	$198,749.37	$198,749.37
4	12/15/2023	22400563	N/A	Downtown Oxnard Improvement Association	FY23-24 Assessment for City-owned properties within the Downtown Oxnard Improvement Association per Resolution 15,721	$153,329.38	$153,329.38
6	1/4/2024	N/A	32400307	Rincon Inspection Group, Inc.	On-Call Fire Alarm Systems Maintenance and Minor Repair Services (REBID)	$195,000.00	$195,000.00
7	1/9/2024	N/A	32400343	Ardurra Group, Inc.	Professional Services Agreement for project and construction management services for gateway project	$102,000.00	$102,000.00
8	2/1/2024	N/A	32400308	NeoGov	Agreement for Recruitment/Training Management for Human Resources	$128,548.44	$128,548.44
9	2/7/2024	N/A	32400319	Joe Mar Polygraph & Investigation	Professional Services Agreement for Police polygraph and investigation services	$120,000.00	$120,000.00
10	2/8/2024	N/A	32400388	Ardurra Group, Inc.	Professional Services Agreement for Wayfinding Project	$119,000.00	$119,000.00
11	2/6/2024	N/A	32400391	Found Design, LLC	Professional Services Agreement for Wayfinding Project	$65,000.00	$65,000.00
12	2/27/2024	N/A	32400380	Inland Kenworth (US), Inc.	Trade Services Agreement for on-call repair and maintenance of Kenworth tractor semi's	$200,000.00	$200,000.00
13	2/27/2024	N/A	32400321	NVB Equipment, Inc.	Trade Services Agreement for maintenance and repair services for vehicle fire suppression	$200,000.00	$200,000.00
14	2/27/2024	N/A	32400385	West Coast Lights & Sirens	Trade Services Agreement to install, repair and service signal, lighting and sirens	$200,000.00	$200,000.00
15	3/19/2024	N/A	32400457	VYY Lodging, LLC	Motel Lease Agreement to provide free non-congregate shelter to residents experiencing homelessness	$197,620.00	$197,620.00
16	4/15/2024	N/A	32400508	Selectron Technologies, Inc.	Software as a Service Agreement for Cloud Hosted Interactive Voice Response (IVR) Service for utility payment and schedule inspections over the phone	$191,975.00	$191,975.00
17	4/18/2024	N/A	7167-15-CM	Ventura Regional Sanitation District	Consulting Services for Santa Clara Landfill monitoring	$196,682.31	$196,682.31
18	5/2/2024	N/A	32400443	Water Systems Consulting, Inc.	Consulting Services for Water Conservation, Regulatory and Technical Assistance Services	$185,000.00	$185,000.00
19	6/4/2024	N/A	32300469	LDP Associates, Inc.	Uninterruptible Power Supply (UPS) Services for both the City Annex and Police to support data network systems	$162,172.00	$162,175.00
20	6/6/2024	N/A	32400496	Gartner, Inc.	Subscription for Technology Research Services	$120,460.00	$120,460.00
21	6/12/2024	22401080	N/A	Portable Computer Systems, Inc. dba PCS Mobile	Replacement of Mobile Data Computer (MDC) units for Oxnard Police patrol vehicles	$109,932.96	$109,932.96

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.1

DATE: June 27, 2024

TO: City Council

FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org

SUBJECT: Oxnard Navigation Center Operating Agreement with Mercy House for Fiscal Year 2024-2025. (10 minutes)

RECOMMENDATION

That the City Council:

1. Approve and authorize the Mayor to execute a one-year agreement with Mercy House for the provision of shelter and navigation center operations in fiscal year 2024 - 2025, in the amount not-to-exceed $4,066,990;

2. Authorize the City Manager or designee to carryover unspent General Fund (101) previously allocated funding for FY 2023-2024 shelter operations to be used for FY 2024-2025 shelter operations in the amount of $223,000;

3. Authorize the City Manager or designee to appropriate Permanent Local Housing Allocation funds (220) and recognize grant revenue in the amount of $876,166 in FY 2024-2025; and

4. Authorize the City Manager or designee to appropriate California State grant funds (210) and recognize grant revenue in the amount of $1,334,826 in FY 2024-2025.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on June 11, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/3sDWu6mFALg

BACKGROUND

Since January 2019, the City of Oxnard has operated a 110-bed, twenty-four hour a day shelter, which provides a safe place to sleep, shelter from the elements, meals, and sanitation and related services for individuals experiencing homelessness, at the former National Guard Armory on K Street (351 K Street). After being operated directly by Housing Department staff for five months, in June of 2019, the City of Oxnard procured the non-profit Mercy House to manage the navigation center.

The City Council has approved annual operation agreements with Mercy House since June 2019. The current agreement will expire on June 30, 2024.

DISCUSSION

Staff remains committed to the continued service of the Oxnard Navigation Center. Mercy House has performed well in its duty to serve the homeless population in Oxnard. Staff proposes to extend the operating agreement for another year for the period ending June 30, 2025.

For fiscal year 2024-2025, the navigation center's projected annual operating cost is $4,066,990. This is inclusive of a one-time cost of $200,000 for the purchase of two passenger shuttles to reinstate the shuttle transportation program at the shelter, as well as $252,000 of temporary costs for the outdoor restroom, laundry, and shower trailer facilities that are currently utilized by the shelter at its temporary K Street location. These temporary facility costs will be removed from the operating budget once the shelter moves to its new permanent location at Casa de Carmen, located at the intersection of Second Street and B Street (241 West Second Street).

This operating cost for fiscal year 2024-2025, will be financed by a combination of PLHA grant funding, General Fund, and a special allocation from the State of California. A $5,000,000 special allocation from the State of California was provided directly from the State general fund to the City of Oxnard for the purpose of offering shelter and housing to the homeless population at the Casa Aliento HomeKey project (1245-1255 N. Oxnard Bl.). However, the Casa Aliento project ended up not needing the funding, so Oxnard Housing staff requested Senator Bennett's office for permission to reallocate the special allocation for other homeless services in Oxnard, including the operation of the Oxnard Navigation Center. In FY 2023-2024, $800,000 of this special allocation was used to fund Oxnard Navigation Center operations. For FY 2024-2025, staff proposes using $1,334,826 of this special allocation to fund Oxnard Navigation Center operations, leaving $2,865,174 to support future homeless services in Oxnard.

One of the proposed funding sources for the FY 2024-2025 shelter operations is a rollover of $223,000 of General Fund funding that had been allocated to FY 2023-2024 Oxnard Navigation Center operations. During the course of FY 2023-2024, staff utilized $223,000 of Emergency Solutions Grants – CARES Act (ESG-CV) funding to fund a portion of Oxnard Navigation Center operations. This allowed for the full utilization of ESGCV grant funds awarded to the City of Oxnard, and allowed for $223,000 appropriated from General Fund (101) to become unencumbered from Agreement Number 32400019 with Mercy House for FY 2023-2024.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

The not-to-exceed cost of the Agreement for Fiscal Year 2024-2025 is $4,066,990. Funding is as follows:

- $1,100,000 General Fund (101) which has been committed by the City Council on an annual recurring basis
- $400,000 of General Fund (101) one-time funding
- $223,000 in General Fund (101) carryover funds from FY 2023-24 to FY2024-25
- $1,334,826 from the State Grant Fund (210) special allocation from the California State Legislature
- $1,009,164 from the State Housing Grant Fund (220) Permanent Local Housing Allocation ($132,998 in existing FY2023-24 available appropriation plus FY2024-25 appropriation of $876,166)

For Finance Use Only; General Fund (Org. 1018103 Obj. 53200), State & Local Grant Fund (Org. 2108101 Obj. 53200) Proj. TBD, State Housing LHTFP Fund (Org. 2208101 Obj. 53200) Proj. TBD

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee approved 3-0 on June 11, 2024, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Oxnard Navigation Center Operating Agreement
2. Mercy Operations Budget FY 2024-2025
3. Navigation Center Powerpoint

AGREEMENT FOR PROFESSIONAL SERVICES

COVER PAGE

(1) Agreement Start Date: July 1, 2024

(2) Consultant: Mercy House

(3) Services: Emergency Shelter and Navigation Center Operating Agreement

(4) Schedule of Services: Shelter operation services shall be provided between July 1, 2024, and June 30, 2025, inclusive.

(5) Agreement Ending Date: June 30, 2025

(6) Total Agreement Amount: $4,066,297.00

(7) City's Project Manager: Emilio Ramirez, Housing Director

(8) Consultant's Project Manager: Patti Long, Deputy Chief Executive Officer

(9) Insurance Coverage: INS-B

(10) Addresses for Notice:

FOR CONSULTANT:	*FOR CITY:*
P. O. Box 1905	435 South "D" Street
Santa Ana CA 92702	Oxnard CA 93030
Attn: Patti Long	Attn: Emilio Ramirez

(11) Contact Emails:

CONSULTANT'S PROJECT MANAGER	*CITY'S PROJECT MANAGER:*
pattil@mercyhouse.net	Emilio.ramirez@oxnard.org

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

☐ Scope of Services Exhibit

☐ Rates and Costs Exhibit

☐ Insurance Exhibit (INS-)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, subject to the following terms and conditions:

1) Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2) Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.

3) Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

4) Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

5) Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6) Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: housing.grantsap@oxnard.org.

7) Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products

provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

8) Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9) Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in "(8) Consultant's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

10) Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant's staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Consultant's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11) Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12) Audit. City shall have the option of inspecting, auditing or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 in all contracts with its subcontractors, and

Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor or City.

13) Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14) Hold Harmless, Defense and Indemnity.

a) If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

b) If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees

in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

c) The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15) Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

16) Documents and Materials.

a) All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 16.

b) Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use,

duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c) Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d) Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e) This Section 16 shall survive the termination of this Agreement.

17) Confidentiality of Information.

a) For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

b) All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

c) Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (ii) is communicated

to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d) Consultant shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e) Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

f) This Section 17 shall survive the termination of this Agreement.

18) Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers,

employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19) Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

20) Consultant's Representations. Consultant represents, covenants and guarantees that:

   a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement;

   b) There are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement;

   c) To the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

21) Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

22) Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, Section 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

23) Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's

prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

24) Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

25) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.

26) Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

27) Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

28) Force Majeure. Neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

29) Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

30) Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

31) Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

32) Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

33) No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist

on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

34) Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relief to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

35) Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received on

   a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or

   b) the third business day following deposit in the United States mail, postage prepaid to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

36) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

37) Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

_____

John C. Zaragoza
Mayor

ATTEST

_____

Rose Chaparro
City Clerk

APPROVED AS TO FORM

_____

Stephen M. Fisher
City Attorney

CONSULTANT

_____

Larry Haynes
CEO

_____

Patti Long
DCEO

SCOPE OF SERVICES EXHIBIT

Consultant will provide homeless shelter services to the City at the current shelter location at 351 South K Street in Oxnard from July 1, 2024 through June 30, 2025.

The specific areas in which the Consultant will provide services are

1) Operate and manage homeless shelter 24 hours a day, seven days a week
2) Provide supervision of shelter managers and staff
3) Deliver quality homeless shelter services for up to 110 participants per day
4) Work effectively with City and neighboring jurisdictions to ensure needs and services are coordinated
5) Work closely with City to improve indoor ADA accessibility and other needed indoor capital improvements at the shelter campus
6) Collaborate with the City and the County of Ventura in the development of a tri-partite agreement governing the operation of the future permanent year-round shelter
7) Develop a program and engage in fund-development for the future permanent year-round shelter operation.

These areas are detailed with more specificity below:

Shelter Operations: The services provided by Consultant will include the following deliverables:

1) Consultant will provide three meals (one hot meal) per day, a shower and clean bed for shelter participants (facility currently has 110 beds), with an objective of maintaining a minimum of at least seventy-five percent (75%) occupancy at all times, absent extraordinary circumstances.
2) Consultant will provide case managers and housing navigators, and will work with and participate in regular coordination meeting with local homeless social service agency staff to assist shelter participants.
3) Consultant will provide 24 hour security service and work to minimize negative impacts within 500 ft. of shelter facility due to any activity conducted by shelter participants or other homeless persons.
4) Consultant will employ the necessary staffing to ensure shelter operations provide quality services and hospitality at all times.
5) Consultant will maintain a clean, healthy and sanitary shelter facility at all times.
6) Consultant will provide storage of acceptable personal belongings; and storage of acceptable material donations, which will be used for the benefit of shelter participants' health, hygiene and personal well-being.
7) Consultant will allow personal pets or service animal into the shelter when it can be done in a way that will ensure that the safety of all shelter staff and participants is not threatened.
8) Consultant will work with City to identify any and all issues that will need to be addressed before Consultant transitions the Oxnard Navigation Center into a permanent shelter operation under Consultant's management.

9) Consultant will provide laundry service for bedding lines, towels, and client clothing, at an on-site facility which has been established for this purpose.

10) With respect to case management, Consultant will ensure that each client will be assigned a Housing Navigator who shall work with the client to create a pathway to permanent housing opportunities; in addition, each client will have a completed VAT assessment and be entered into the Coordinated Entry System (CES). Housing Navigators will assist clients to create a housing plan, including obtaining necessary documentation to move forward in the client's housing connection process. Case management will be provided daily or as necessary, for the purpose of housing navigation as well as linkages to benefits establishment, to community providers for substance abuse, primary and mental health care, and all other services needed to assist clients in reaching stabilization goals.

11) Consultant will provide a daily summary of Navigation Center operations that includes client enrollment, new intakes, referrals, and available beds.

12) Consultant will provide a monthly report related to City Council Five-Year Priorities Metrics; said report will indicate the number of clients served, the number of positive exits, and the number of exits into housing.

13) Consultant will assist shelter guests to travel to and from appointments and other necessary destinations during the duration of this Agreement. Consultant shall be responsible for all travel operating costs including ride-sharing.

14) Consultant will maintain required records in accordance with the Homeless Management Information System (HMIS), including recording case notes, and provide all required reporting for required funding sources, including City Metrics, HUD, and PLHA.

Capital Improvements and Accessibility Modifications: City and Consultant acknowledge that:

1) The future permanent year-round shelter is under development and anticipated to be operated at another site in Oxnard;

2) 2. Consultant agrees to provide input and design recommendations, to both the City and to any professional architectural and engineering firms retained by the City, and to be involved in the pre-development phase to determine the type of design elements that are desirable to be incorporated into the permanent shelter

3) 3. The current K Street Site may require certain capital improvements and accessibility modifications in order to increase its suitability for the permanent shelter operation

Utilities: Consultant shall be responsible for payment of electricity, gas, telephone and internet utilities. City shall be responsible for payment of water, sewer, and refuse utilities. Consultant shall be responsible for ongoing rental cost of such restroom and shower facilities for the duration of this agreement. Consultant shall comply with any applicable living wage ordinance.

Fund Development: The parties recognize that additional funding resources will be needed in order to ensure sufficient resources and optimum funding for the current and future permanent-year shelter. Consultant agrees to pursue other funding and grant opportunities that may supplement the funding for the shelter.

RATES AND COSTS EXHIBIT

Compensation: For the term of this Agreement, City shall compensate Consultant a not-to-exceed total of $4,066,990.00 for shelter operations.

Terms of Payment: Consultant shall invoice City 25% of the operating budget in the beginning of the contract year and flat fee invoices monthly according to the following for the single-site operating costs for all months from July 2024 through June 2025, inclusive. Consultant will reconcile and provide backup at the end of each quarter.

Operations Budget	$4,066,990.00
Advance @ 25% + $200,000 for shuttle vehicles	$1,216,747.50
Balance	$2,850,242.50
Flat Fee Monthly invoices, Balance divided by 12	$237,520.20

BUDGET AND REPORTING EXHIBIT

Name of Agency: Mercy House

Location Address: 351 South K Street, Oxnard, CA 93030

Project Name: Oxnard Navigation Center

Budget Narrative: Operating costs for FY 2024-2025 will be financed by a combination of PLHA grant funding, State grant funds, and General Fund.

Budgeted Line Items: Total Budgeted Amount - Not to Exceed $4,066,990.00. For the purpose of this agreement, the not-to-exceed budgeted amount for Fiscal Year 2024-2025 shall be $4,066,990, consisting of the following elements:

Budget Category	Authorized Budget
Shelter Staff	$2,048,475.00
Client Meals	$650,250.00
Rentals (showers/laundry/toilet)	$252,000.00
Security Guards	$236,520.00
Shuttle Vehicles	$200,000.00
Shelter Supplies	$110,000.00
Utilities/Disposal	$72,000.00
Shuttle Fuel and Maintenance	$65,000.00
Shelter Maintenance	$25,200.00
Animals/Veterinary	$20,000.00
Insurance	$15,000.00
Client Services Barrier Fund	$10,000.00
Replacement Reserves	$5,000.00
IT and Communication	$5,000.00
Volunteer Expenses	$1,000.00
Admin - General Expenses 10%	$351,545.00
Total	**$4,066,990.00**

Schedule of payment: Consultant shall invoice City once at the beginning of the contract for an advance payment and on a monthly basis for the single-site operating costs for all months from July 2024 through June 2025, inclusive.

INSURANCE EXHIBIT

FY 24-25		Operations	Onboarding: One time	Outdoor Restrooms	Shuttles	Total
City	July 1 - Dec 2024	1,807,495.00		$126,000	$200,000	$2,133,495.00
City	Jan 2025 - June 2025	1,807,495.00		$126,000		$1,933,495.00
		3,614,990.00	$0	$252,000	$200,000	$4,066,990.00
Total City	$4,066,990.00					

City Funding Sources (FY 24-25)	
General Fund	$1,500,000
CA Legislature Special Allocation	$1,334,826.00
PLHA	$1,009,164
Measure O/GenFund Rollover from 23-24	$223,000
	$4,066,990.00

Total Operations Budget July 2024 - December 2024

Description	July - December 2024
Operational Costs - Staffing	$1,024,237.50
Program and Facility Cost	$607,485.00
Program and Facility Cost - 6 months of outdoor trailers	$126,000.00
Administrative Costs - General Expenses - 10%	$175,772.50
Total Costs without shuttle purchases	$1,933,495.00
One-Time Costs - Two shuttles	$200,000
Total Costs with shuttle purchases	$2,133,495.00

Total Operations Budget January 2025 - June 2025

Description	January - June 2025
Operational Costs - Staffing	$1,024,237.50
Program and Facility Cost	$607,485.00
Program and Facility Cost - 6 months of outdoor trailers	$126,000.00
Administrative Costs - General Expenses - 10%	$175,772.50
Total Costs	$1,933,495.00

Total Operations Budget July 2024 - December 2024

Description	**July - Dec. 2024**
Operational Costs - Staffing	$1,024,237.50
Program and Facility Cost	$607,485.00
Program and Facility Cost - 6 months of outdoor trailers	$126,000.00
Administrative Costs - General Expenses - 10%	$175,772.50
Total Costs without shuttle purchases	$1,933,495.00
One-Time Costs - Two shuttles	$200,000
Total Costs with shuttle purchases	$2,133,495.00

Total Operations Budget January 2025 - June 2025

Description	**Jan. - June 2025**
Operational Costs - Staffing	$1,024,237.50
Program and Facility Cost	$607,485.00
Program and Facility Cost - 6 months of outdoor trailers	$126,000.00
Administrative Costs - General Expenses - 10%	$175,772.50
Total Costs	$1,933,495.00

Oxnard Navigation Center Operating Agreement

Emilio Ramirez, Director
Housing Department

City Council
June 27, 2024

CITY OF OXNARD CALIFORNIA

Current Shelter Operation

1. Since January 2019, the City of Oxnard has operated a 110-bed, twenty-four hours a day shelter, which provides a safe place to sleep, shelter from the elements, meals, sanitation, and case management services for individuals experiencing homelessness at the former National Guard Armory on K Street

2. After being operated directly by Housing Department staff for five months, in June of 2019 the City of Oxnard procured the non-profit Mercy House to manage the shelter and navigation center operations

3. On December 16, 2019, the City Council approved Agreement Number A-8194 with Mercy House covering shelter operations through June 30, 2020. That agreement was subsequently amended three times and expired on June 30, 2022

Current Shelter Operation (cont.)

4. On June 30, 2022, the City Council approved Agreement Number A-8474 with Mercy House covering shelter operations through the current fiscal year. That agreement expired on June 30, 2023

5. On June 20, 2023, the City Council approved Agreement Number 32400019 with Mercy House covering shelter operations through the current fiscal year. That agreement will expire on June 30, 2024

Proposed Continued Operation

1. Staff remains committed to the continued service of the Oxnard Navigation Center
2. Mercy House has performed well in its duty to serve the homeless population in Oxnard
3. Staff proposes to extend the operating agreement for another year for the period ending June 30, 2025
4. For fiscal year 2024-2025 the not-to-exceed annual operating agreement is $4,066,990
5. This operating cost will be funded with a combination of PLHA grant funds together with an allocation from the City's General Fund and a special allocation from the State of California

Funding by Source and Budget

The not-to-exceed cost of the Agreement for Fiscal Year 2024-2025 is $4,066,990.

1. General Fund	$1,723,000
Annual recurring allocation	$1,100,000
Supplemental budget request	$ 400,000
FY 2023-24 rollover	$ 223,000
2. Special allocation from the California State legislature	$1,334,826
3. Permanent Local Housing Allocation	$1,009,164

Recommendations

That the City Council:

1. Approve and authorize the Mayor to execute a one-year agreement with Mercy House for the provision of shelter and navigation center operations in fiscal year 2024 - 2025, in the amount not-to-exceed $4,066,990;
2. Authorize the City Manager or designee to carryover unspent General Fund (101) previously allocated funding for FY 2023-2024 shelter operations to be used for FY 2024-2025 shelter operations in the amount of $223,000;
3. Authorize the City Manager or designee to appropriate PLHA funds (220) and recognize grant revenue in the amount of $876,166 in FY 2024-2025; and
4. Authorize the City Manager or designee to appropriate California State grant funds (210) and recognize grant revenue in the amount of $1,334,826 in FY 2024-2025.

CITY OF
OXNARD
CALIFORNIA

End of Presentation

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.2

DATE: June 27, 2024

TO: City Council

FROM: Steve Naveau, Human Resources Director, (805) 385-7947, steve.naveau@oxnard.org

SUBJECT: Memorandum of Understanding - Oxnard Peace Officers Association. (10 minutes)

RECOMMENDATION

That the City Council of the City of Oxnard adopt a Resolution approving the attached tentative agreement between the City of Oxnard and the Oxnard Peace Officers Association and authorizing the City Manager to take the necessary administrative actions to implement the agreement.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/aWPuhDH5uI0

BACKGROUND

The attached Resolution and tentative agreement contain the new terms and conditions of employment for employees represented by the Oxnard Peace Officers Association (OPOA) that are proposed to be integrated with the terms of the existing Memorandum of Understanding (MOU) between the City and OPOA. The integrated document shall be the successor MOU for the term of July 1, 2024 through June 30, 2027. OPOA represents approximately 230 employees in both sworn and non-sworn positions within the Police Department.

Discussion

Over the last few months, representatives of the City and the OPOA have met and negotiated new terms of employment. The City's focus during this round of bargaining has been to maintain our competitive place in the market in terms of salary and benefits, which is essential to recruiting and retaining employees in such a competitive labor market.

Following is a more detailed explanation of the substantive changes that the OPOA and City have tentatively agreed to pending Council approval.

Health Benefits

Like many public agencies, the City contracts with CalPERS for medical insurance. CalPERS negotiates directly with a variety of health insurance plans to obtain the most cost-effective rates for its member agencies. Even with this large negotiating power, health care continues to increase at a steady pace with the average increase for medical insurance being 8% per year.

In 2018, the City took the step to increase the City's contribution towards medical coverage, with the intent of providing a benefit that could cover a family plan in at least one medical plan option. That continues to be a guiding principle in the negotiations.

In alignment with this principle, the City and the OPOA have agreed that the City's contribution towards medical insurance for employees will increase by 5% per year over the three-year term of the contract.

Market Adjustment

Currently, employees receive a 5% base salary increase each year they are employed by the City until they reach the maximum of the range. Once an employee reaches the maximum of the range, they are not eligible for any additional increases. In the current Memorandum of Understanding (through June 30, 2024) the OPOA received cost of living adjustments (COLA) in addition to a 5% increase each year. The City supported the COLA in the current contract due to inflation and cost of living spikes the world saw during the global pandemic.

In the proposed MOU, instead of these COLA's, the parties agreed to modify the salary ranges by increasing the top of the range, or maximum pay rate, by 6% per year. Increasing the top of the range only affects those employees that have met the maximum pay for their current job. This 6% increase will ensure that during the term of the contract the maximum rate of pay an employee may earn is competitive with our surrounding agencies and should help with retaining employees.

This negotiated change will allow those who are at the top of the range to be eligible for up to a 5% increase each year until they once again reach the top of the salary range.

Retention Payment

As has been discussed a number of times, the recruiting market for police officers is extremely difficult. The City receives about 50% fewer applicants per year than it did prior to the pandemic. This is not just an issue with the City of Oxnard, but rather a national issue. Jurisdictions across the state are extending hiring bonuses from as low as $10,000 to as high as $75,000 in an attempt to lure officers from their current employers. Recently, the Council approved the City to offer a hiring bonus of $20,000 in an effort to bring more experienced officers to Oxnard.

The proposed retention payment is 4% in 2024, 3% in 2025, and 3% in 2026. These payments are intended as an enticement to keep officers employed with our City and forgo leaving for a jurisdiction that is offering a hiring bonus. The once a year payment is based on an employee's prior year of service and is prorated for any new hires. Since this is a once per year payment, it is not subject to CalPERS reporting requirements nor does it impact overtime costs.

Field Training Officer

Field Training Officers (FTO's) are responsible for training new recruits after those recruits have completed the required Peace Officer Standards & Training (POST) academy. This is a significant responsibility as the State of California requires regular reports be completed on the new employees' progress in meeting standards required by the State. Due to this higher level of responsibility, employees who work as trainers have always received an additional payment for accepting the added workload of on the job training that they provide. The modification in this contract is to increase the incentive from $125 per pay period to $200 per pay period.

Salary Upon Promotions

The agreed upon language would align the MOU with the City's personnel rules which allow for an employee to receive up to a 10% pay increase when they are being promoted and provide parameters which are considered when deciding the appropriate new rate of pay.

Overtime

Periodically, employees who are scheduled to work an overtime shift on a regular day off will have that overtime shift canceled. The City has agreed to compensate those employees who experience this upheaval to their day off by paying the employee two hours of overtime pay. This is intended as an acknowledgment by the City that canceling the overtime shift with less than a 24 hour notice is a loss of anticipated income in addition to impacting an employee's personal time off.

CalPERS Amendment

The OPOA requested the City reduce an optional CalPERS benefit that provides employees with an enhanced disability retirement when applicable. This enhancement allows an employee who has a significant disability to retire and receive up to 90% of their pension tax free. The standard benefit allows the employee to receive up to 50% of their pension tax free. This higher level benefit requires an added contribution by employees. The OPOA seeks to reduce this additional contribution to their new members since any change in the benefit only affects future employees. Current employees would continue to pay the higher contribution for the enhanced benefit. CalPERS requires a separate agenda item to make this effective. As such, staff will return to Council at a later date with an item for you to take action on.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

The total estimated cost of this package for OPOA for the upcoming 3-year period is $5,537,568. This amounts to approximately 12.92% of total compensation, or 4.31% per year. The entirety of this package is attributable to the General Fund. One-time retention bonuses during the term of the MOU totaling $2,896,509 do not continue after FY 26-27. As a result, the net ongoing impact of the MOU starting in FY 27-28 is $2,641,059.

Labor Costing Methodology vs. Budget Methodology
As staff has shown in prior MOU-related agenda reports, the financial impact may be depicted in two ways. One is a year over year cost increase, which is what is used predominantly in the labor relations field. There are jurisdictions within Ventura County that depict their employee costs in this manner. This methodology shows what the increased cost is as compared with the previous year. Using this methodology, the impact in Year 1 will be $2,049,731, the impact in Year 2 will be an additional $1,705,944, and the impact in Year 3 will be a further $1,781,893, for a total impact of $5,537,568 over the 3-year term, as shown in the chart below.

The other methodology is more common for budget and finance professionals, who compare all of the financial costs of that contract to the year before the contract becomes effective (Base Year). This methodology compounds the increased costs over the term of the entire contract. In the case of the resolution presented here, this would be comparing the increase in costs in Year 1 to the budgeted cost of OPOA in the Base Year, the increase in cost in Year 2 to the budgeted cost of OPOA in the Base Year, and the increase in costs in Year 3 to the budgeted cost if the group once again in the Base Year. Using this methodology, the budget impact in Year 1 will be $2,049,731, the impact in Year 2 will be $3,755,675, and the impact in Year 3 will be $5,537,568, for a total cumulative 3-year impact of $11,342,974 as shown in the chart below.

OPOA MOU Impacts	FY 24-25	FY 25-26	FY 26-27	Total	(Contract Expired) FY 27-28
Labor Methodology	**$ 2,049,731**	**$ 1,705,944**	**$ 1,781,893**	**$ 5,537,568**	**$ 2,641,059** (a)
% Increase	4.78%	3.98%	4.16%	12.92%	6.16%
Budget Methodology	**$ 2,049,731**	**$ 3,755,675**	**$ 5,537,568**	**$ 11,342,974**	
% Increase	4.78%	8.77%	12.92%		

(a) One-time retention bonuses during the term of the agreement totaling $2,896,509 do not continue after FY 26-27. Therefore the net ongoing impact of the MOU beginning in FY 27-28 is $2,641,059.

As seen in the chart, the dollar costs look different under the two different concepts; however, the cumulative percentage increase is the same.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Steve Naveau, Human Resources Director

ATTACHMENTS

1. OPOA Resolution.v2
2. Attachment 1 - OPOA Tentative Agreement 2024
3. Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OXNARD AND THE OXNARD PEACE OFFICERS ASSOCIATION AUTHORIZING THE CITY MANAGER OR DESIGNEE TO TAKE THE NECESSARY ADMINISTRATIVE ACTIONS TO IMPLEMENT THE AGREEMENT

WHEREAS, the Oxnard Peace Officers Association is the recognized representative for Police Officers, Police Corporals, Police Sergeants, Public Safety Dispatchers, and Police Service Officers; and

WHEREAS, the City's Memorandum of Understanding with the Oxnard Peace Officers Association expires June 30, 2024; and

WHEREAS, representatives of the City met and conferred in good faith with representatives of the Oxnard Peace Officers Association concerning wages, hours, terms, and conditions of employment for employees in the bargaining unit consistent with their obligations under the Meyers-Milias-Brown Act; and

WHEREAS, the City has reached agreement with the Oxnard Peace Officers Association attached as Attachment 1 of this resolution which sets forth the modified terms and conditions of employment for this bargaining unit.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD RESOLVES that the Total Tentative Agreement dated May 3, 2024, attached hereto as Attachment 1 is approved and the City Manager and/or his designee is directed to perform all acts necessary to implement its terms, including but not limited to executing the successor Memorandum of Understanding integrating the terms of the Total Tentative Agreement dated May 3, 2024 on behalf of the City.

PASSED AND ADOPTED this 27th day of June 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
John C. Zaragoza, Mayor

ATTEST:

_____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____
Stephen Fischer, City Attorney

City of Oxnard/OPOA Contract Negotiations
Total Tentative Agreement
May 3, 2024

The following is a comprehensive total tentative agreement. Unless otherwise stated, this proposal is prospective and is effective upon ratification by the bargaining unit and approval of the City Council.

Term:

3 Year term - July 1, 2024 through June 30, 2027.

Range Spread Change

The City will decrease the range spread for Police Officer from approximately 56% to 40%.
The City will decrease the range spread from Police Sergeant from 51% to 40%.

As a result of these changes, the ranges will be:

- Police Officer

Current Annual Salary Range - $80,110 - $125,338 – (125338-80110)/80110=.564 (56%)
Proposed Annual Range Spread - $89,527 - $125,338

- Police Sergeant

Current Annual Range Spread - $107,977 - $163,338 – (163338-107977)/107977=.512(51%)
Proposed Annual Range Spread - $116,670 - $163,338

Employees who are at the bottom of the range as of the date of the range adjustment shall have their salary adjusted so that they remain at the minimum of the new range.

Increase in Salary Range:

The City shall increase the maximum of the salary range for Police Officer, Police Corporal, Police Sergeant, Public Safety Dispatcher I/II (combined into Public Safety Dispatcher), Public Safety Dispatcher III (retitled to Supervising Public Safety Dispatcher), Police Service Officer, and Senior Police Service Officer by 6% on July 1, 2024, by 6% effective July 1, 2025, and by 6% effective July 1, 2026. The minimum of the range will be increased by 5% effective July 1, 2025 and 2026.

As a result of these changes, the ranges will be:

Police Officer

July 1, 2024 - $89,527 - $132,858
July 1, 2025 - $94,003 - $140,829
July 1, 2026 - $98,703 - $149,279

Police Corporal

July 1, 2024 - $111,216 - $150,556
July 1, 2025 - $116,776 - $159,589
July 1, 2026 - $122,615 - $$169,164

Police Sergeant
July 1, 2024 - $116,670 - $173,138
July 1, 2025 - $122,503 - $183,526
July 1, 2026 - $128,628 - $194,538

Public Safety Dispatcher
July 1, 2024 – $62,418 - $107,008
July 1, 2025 - $65,538 - $113,428
July 1, 2026 - $68,815 - $120,234

Supervising Public Safety Dispatcher
July 1, 2024 – $84,583 - $125,199
July 1, 2025 - $88,812 - $132,711
July 1, 2026 - $93,252 - $140,674

Police Services Officer
July 1, 2024 - $69,514 - $115,284
July 1, 2025 - $72,989 - $122,201
July 1, 2026 - $76,639 - $129,533

Police Services Officer, Senior
July 1, 2024 - $88,774 - $126,812
July 1, 2025 - $93,212 - $134,420
July 1, 2026 - $97,873 - $142,486

Retention Payment
The City will pay an annual retention payment which will either be placed into the 401(a) or paid as cash to the employee. Employees must make a one-time election to have all payments made to either their 401(a) or received as cash. The payment for each fiscal year is based on the employee having worked the previous 12 months with the City. Employees who are hired into the City shall have the amount paid pro-rated by the number of full months of completed City service prior to payment being issued. The payment will be based on the employee's hourly rate of pay in the pay period that it is paid and shall occur in the first full pay period in July of the corresponding year.

July 2024 – 4% of base salary
July 2025 – 3% of base salary
July 2026 – 3% of base salary

Medical:
Beginning the first full pay period of January 2025, or upon approval of this agreement by the City Council, whichever comes later, the City's contribution to the medical plan level 2 will be as follows:

2025 – City contribution will increase by 5% to $1,956 per month
2026 – City contribution will increase by 5% to $2,054 per month
2027 – City contribution will increase by 5% to $2,157 per month

Field Training Officer
The City will include Sergeants in the Field Training Officer (FTO) with the following:

1. All employees assigned to the FTO program, including Public Safety Dispatchers, will be paid $125 per pay period.
2. Those employees who are assigned a trainee and are actively engaged in training for a minimum of 50% of their work days during the pay period, shall receive $200 in said pay period. FTO

Sergeants will receive the $200 per pay period when they are performing duties directly related to the FTO Sergeant collateral assignment for a minimum of 50% of their work days during the pay period.

3. Additional Comp time off for being assigned as an FTO is eliminated

Salary Upon Promotion

The beginning base wage for promotions shall be at least five percent (5%) greater than the member's rate of pay prior to promotion, or, shall place the member at the bottom of the range of the position into which the member is promoted if five percent (5%) does not place the member into the range of the promotional position. The City's offer for promotional increases shall not exceed 10% and will be based on the candidate's qualifications and experience as compared to other City employees in the same classification.

Collection of Overpayment

When an employee is overpaid, the City will collect the overpayment no more quickly than the same number of pay periods that the overpayment occurred. The City may not unilaterally collect the overpayment without the employee's consent. Employee's may discuss with Human Resources a more extended repayment plan, however if no agreement is reached then the payment plan will proceed.

Overtime

When an employee has agreed to work an overtime shift and if the employee is notified that the shift is canceled with less than 24 hours prior to the start of the shift, the City shall pay the employee two hours of pay at time and one half.

Physical Fitness Benefit

The City shall increase the physical fitness benefit from $40,000 annually to $50,000 annually. The City agrees that jujitsu dues are an appropriate expense under the program.

CalPERS Amendment

The City and the Union agree, to the extent permitted by CalPERS, that the City will amend its' contract with CalPERS to eliminate the enhanced disability retirement provision. Both parties understand that according to CalPERS this change would only impact newly hired employees after the contract amendment becomes effective.

OPOA Business

A. OPOA shall be authorized to utilize a maximum of 600 hours per year of paid release time from duty for the conduct of usual and normal OPOA activities relating to the employer-employee relationship. Time spent in labor negotiations shall not be included in this 600-hour allocation.

   a. Normal OPOA activities are defined as:

      i. Meeting with external vendors on benefits which are of interest to OPOA

      ii. Meeting with legal counsel

iii. Meeting with elected officials

iv. Meeting with City staff

v. Other activities may be approved by the Chief of Police if the Chief believes that it is in the best interests of the City to approve such time.

B. OPOA shall maintain complete, accurate and current records of release time so utilized and shall submit a monthly record to the Police Chief or his/her designee. No member shall utilize release time for OPOA activities without prior authorization of the Police Chief or designee and the OPOA President. Time will be declined if the activity requires long distance travel outside of Ventura County, unless the Chief of Police believes there is a shared interest between the City and the OPOA for such travel to occur.

C. If an OPOA member uses release time under this paragraph to receive training and such training is creditable by Police Officer Standards and Training (e.g., Advance Officer Training), City may claim credit for such training.

For City

Steve Naveau, Human Resources Director

For OPOA

Jacob Jundef, President, OPOA

MEMORANDA OF UNDERSTANDING - OXNARD PEACE OFFICERS ASSOCIATION

Presented to: City Council

Steve Naveau, Human Resources Director

June 27, 2024

CITY OF OXNARD CALIFORNIA

BACKGROUND

- Purpose
  - To adopt successor Memoranda of Understanding (MOUs) with the Oxnard Peace Officers Association.
    - This group represents 230 employees
    - Employees in this unit consist of Police Officers, Police Corporals, Police Sergeants, Public Safety Dispatchers, and Public Safety Assistants

ISSUES ADDRESSED DURING BARGAINING

- Health Benefits
- Market Adjustment
- Retention Payments
- Field Training Officer
- Salary Upon Promotion
- Overtime
- Collection of Overpayment
- Physical Fitness Benefit
- CalPERS Amendment

ISSUES ADDRESSED DURING BARGAINING

- Medical Plan
  - Philosophy – The City should contribute money to a medical insurance plan so that coverage is affordable & treat all bargaining groups the same.
  - Intent is to provide sufficient dollar to allow employees to cover a family in at least one medical plan option.
  - City contribution should keep pace with annual increases to maintain affordability.
    - Kaiser plan generally increases by 5% per year

ISSUES ADDRESSED DURING BARGAINING

- Market Adjustment
  - Jurisdictions in surrounding area have had significant increases in their pay ranges.
  - Other local jurisdictions have consistently outpaced this group in salary.
  - This adjustment is to the top of the range which only impacts those employees who are at the rate of pay.
  - This is needed to remain competitive in the tight labor market.

ISSUES ADDRESSED DURING BARGAINING

- Retention Payments
  - The City will make three one time payments to employees based on their prior 12 months of service.
  - Payments are 4% in 2024, 3% in 2025, and 3% in 2026.
  - Payments are not subject to any overtime calculation and are not reportable to CalPERS.
  - These payments are intended to maintain our current staffing and keep officers from moving to jurisdictions that are proving hiring incentives.
- Field Training Officer
  - Officers assigned to the FTO program provide on the job training to new officers and receive $125 per pay period.
  - The agreement will increase this amount to $200 per pay period when the officer is performing their training duties more than 50% of their work days in the relevant pay period.

ISSUES ADDRESSED DURING BARGAINING

- Salary Upon Promotion
  - The language being proposed incorporates current policy into the MOU.
  - The current policy provides up to a 10% salary increase, dependent on the employees experience and education, when they receive a promotion.
- Overtime
  - This new language provides that officers who are scheduled to work an additional shift on their regular day off will receive two hours of overtime pay should their overtime shift be canceled with less than a 24 hour notice.

ISSUES ADDRESSED DURING BARGAINING

- Collection of Overpayment
  - This language will assist the City in collecting an overpayment in wages.
  - Currently we need to negotiate a payment plan with employees when this happens. New language provides that the employee must pay back the overpayment in the same number of pay periods that the overpayment occurred.
  - This language expedites the repayment process.
- Physical Fitness
  - The OPOA currently receives $40,000 per year which the group divides amongst their membership to pay for fitness programs and to update and maintain gym equipment at the Sturgis facility. The agreement provides a $10,000 increase in this annual amount brining the total annual to $50,000 per year.

ISSUES ADDRESSED DURING BARGAINING

- CalPERS Amendment
  - Current Benefit provides up to 90% of employees disability pension payments to be made tax free.
  - OPOA wants to reduce this benefit to the standard which is 50% of the employees.
  - This change will only impact employees hired after the change is implemented.
  - Current employees are not impacted by this change.
  - CalPERS requires a separate item to come back for Council to take action on in the future.

FISCAL IMPACT

- Using the labor costing methodology, the total estimated cost of this package for the upcoming 3-year period is $5,537,568.
  - 12.92% of total compensation / 4.31% per year
- Due to the use of one time retention payments, the net ongoing impact starting in FY 27/28 is $2,641,059 or 6.16%.
- This cost of this contract has been assumed in the budget forecasts and as such no additional appropriations are needed.

FISCAL IMPACT (CONT)

OPOA MOU Impacts	FY 24-25	FY 25-26	FY 26-27	Total	(Contract Expired) FY 27-28
Labor Methodology	**$ 2,049,731**	**$ 1,705,944**	**$ 1,781,893**	**$ 5,537,568**	**$ 2,641,059** (a)
% Increase	4.78%	3.98%	4.16%	12.92%	6.16%
Budget Methodology	**$ 2,049,731**	**$ 3,755,675**	**$ 5,537,568**	**$ 11,342,974**	
% Increase	4.78%	8.77%	12.92%		

(a) One-time retention payments during the term of the agreement totaling $2,896,509 do not continue after FY 26-27. Therefore the net ongoing impact of the MOU beginning in FY 27-28 is $2,641,059.

- The **Labor Methodology** illustrates the cost increase in each year independently as a percentage of base compensation.
- The **Budget Methodology** compounds the increased cost over the term of the entire contract as a percentage of base compensation.

CITY OF
OXNARD
CALIFORNIA

QUESTIONS

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.3

DATE: June 27, 2024

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Authorization to Accept a Federal Grant of $3.8M for the Kamala Neighborhood Water Cast Iron Replacement Capital Improvement Project. (10 minutes)

RECOMMENDATION

That the City Council:

1. Accept a federal grant from the U.S House Transportation and Infrastructure Committee in the amount of $3,806,152 (with 20% local match) for the Kamala Neighborhood Water Cast Iron Replacement Capital Improvement Project C2228; and
2. Authorize the City Manager to execute grant agreements; the Finance Director or designee to submit financial reports and grant claims and approve budget appropriations for the use of grant funds; and the Director of Public Works or designee to submit non-financial reports.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/XwtzmCAhJBE

BACKGROUND

On April 10, 2024, Congresswoman Julia Brownley announced an award of $3,806,152 million for the City of Oxnard to replace aging cast iron waterline pipe at risk of failure. The funding was allocated to the Kamala Cast Iron Replacement Capital Improvement Project C2228 (PW 22-83). As a member of the U.S House Transportation and Infrastructure Committee, Congresswoman Brownley secured the funds for California's 26th Congressional District in Fiscal Year 2023 ($2,846,400) and Fiscal Year 2024 ($959,752) packages of Interior and Environment appropriations bills.

Capital Improvement Program (CIP) Reference:

Project No. **C2228** – Kamala Neighborhood Cast Iron Pipe Replacement Improvement Project - Adopted May 3, 2022 - Page 126.

DISCUSSION

On April 13, 2022, applications were due to the Office of Congresswoman Julia Brownley for Fiscal Year 2023 Interior and Environment Appropriations Community Project. Only non-profit entities and state and local government entities were eligible to request funding for projects. The Subcommittee only accepted legally eligible requests under the following account: Environmental Protection Agency State and Tribal Assistance Grants for certain water infrastructure projects.

The 2016 Integrated Master Plan identified cast iron water mains as priority infrastructure in need of replacement. The water mains identified in the Master Plan were heavily corroded and were rapidly deteriorating. In an effort to maintain a high level of service to the City's residents, the City selected the neighborhood of Kamala Park (Kamala) where the replacement of the corroded cast iron water mains are in desperate need of immediate replacement. The project is planned to precede paving projects scheduled for the Kamala Neighborhood.

The project scope of work includes replacement of approximately 40,000 linear feet of existing cast iron pipe, ranging in size from 4 inches to 10 inches in diameter. The design includes replacement of existing service lines, fire services, and fire hydrants. Please note that the current estimated total cost for this project is $39M. The funds needed to complete this project, beyond the grant award, will be via the Water Capital Fund and/or American Rescue Plan Act (ARPA) as programmed in the City's CIP.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The awarded amount of $3,806,152 shall be used to cover Project costs related to the Kamala Neighborhood Water Cast Iron Replacement Capital Improvement Project C2228 (PW 22-83). A new appropriation will be recorded in the amount of $3.8 million in the State Grant Fund (210) to properly account for the revenue and expenditures for this grant award for Project C2228 as well as the corresponding Water Capital Fund (602) transfer in / appropriation. There is a 20% cost share requirement of $761,230.40, which will be covered by available project budget appropriations plus new Water Operating funding (601), and the corresponding Water Capital Fund (602) transfer in / appropriation, in the amount of $700,000, which is included in the FY 2024-25 Capital Budget.

COMMITTEE OUTCOME

This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.

Prepared by: Timothy Beaman, Supervising Civil Engineer

ATTACHMENTS

1. Presentation

Authorization to Accept a Federal Grant of $3.8M for the Kamala Neighborhood Water Cast Iron Replacement Capital Improvement Project

City Council, June 4, 2024

Tim Beaman, P.E. Interim Assistant Public Works Director

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council:

1. Accept a federal grant from the U.S House Transportation and Infrastructure Committee in the amount of $3,806,152 (with 20% local match) for the Kamala Neighborhood Water Cast Iron Replacement Capital Improvement Project C2228; and

2. Authorize the City Manager to execute grant agreements; the Finance Director or designee to submit financial reports and grant claims and approve budget appropriations for the use of grant funds; and the Director of Public Works or designee to submit non-financial reports.

BACKGROUND

- Congresswoman Julia Brownley awarded $3.8M to replace aging cast iron waterline pipe at risk of failure
  - Kamala Cast Iron Replacement Capital Improvement Project C2228 (PW 22-83)
  - Fiscal Year 2023 ($2.8M) and Fiscal Year 2024 ($959K)

DISCUSSION

- On April 13, 2022, Application due to the Office of Congresswoman Julia Brownley for Fiscal Year 2023 Interior and Environment Appropriations Community Project

- Kamala Neighborhood Cast Iron Pipe Replacement Improvement Project C2228 was submitted after it was identified in the City's 2015 Integrated Master Plan

- Project consist of replacing approximately:
  - 40,000 linear feet of existing water main in diameter from 4 inches to 10 inches
  - 1" and 2" service lines, fire services
  - old "wet barrel" fire hydrants

FINANCIAL IMPACT

- The awarded amount of $3.8 Million shall be used to cover Project costs related to CIP Project C2228
- A new appropriation is required in the amount of $3.8 in Grant Fund (210) to properly record the revenue and expenditures for this grant award
- 20% cost share requirement and from the Water Enterprise Fund
- The current estimated total cost for this project is $39M.
- Additional funding includes:
  - Water Capital Fund
  - American Rescue Plan Act (ARPA)

CITY OF
OXNARD
CALIFORNIA

End of Presentation

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.4

DATE: June 27, 2024

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Agreement 32500006 with California Wood Recycling, Inc. dba Agromin (Agromin), for Organic Waste Recycling Services at Agromin Facilities. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an Agreement with California Wood Recycling, Inc. dba Agromin (Agromin) in the amount not to exceed $9,000,000 for an initial three-year term from July 1, 2024, to June 30, 2027, with the option for two (2) consecutive one (1) year period extensions, that shall not exceed a total of five (5) years; for a final term ending June 30, 2029, in order to provide organic waste recycling services and mulch products for the City of Oxnard at permitted Agromin facilities.

(Public Works and Transportation Committee approved 3-0 on May 14, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/ceF8pSj9Mlo

BACKGROUND

The City's Environmental Resources Division (ER) provides municipal automated collection of residential and commercial customers mixed organics waste which includes yard waste, wood waste, and food waste. The Division receives approximately 22,000 tons of inbound organic waste annually and diverts approximately over 17,400 tons per year, including 13,000 tons of yard waste, 3,000 tons of wood waste, and 1,400 tons of food waste from its municipal collection programs and the Del Norte Regional Recycling & Transfer Station (Del Norte).

The City of Oxnard has contracted with Agromin for organic waste processing since 1996. Yard waste is hauled to Agromin Organics Recycling at Limoneira Farms in Santa Paula. Wood waste and food waste are hauled to Agromin Organics Recycling, located on the same property as Simi Valley Landfill. This contract does not propose to use other Agromin facilities in the area.

DISCUSSION

The current agreement with Agromin expires on June 30, 2024. On February 5, 2024, the City of Oxnard Purchasing Division issued a request for bids (RFB PW24-81) to solicit bids from vendors for organic waste recycling services. The RFB PW24-81 was posted on the City's website and www.publicpurchase.com. Only one vendor bid by the closing date, March 5, 2024. Agromin was determined to be the lowest most responsive bidder. Agromin meets all required City contractual provisions, including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State. Based upon the available information and research performed to date, staff believes that this vendor is capable of satisfactorily meeting the needs of the City.
Agromin bid the following rates in Table 1.

Table 1:

WASTE MATERIALS FOR PROCESSING	COST PER TON DELIVERED BY CITY TO SERVICE PROVIDER (TIP FEE)
Yard trimmings such as yard clippings, leaves, tree trimmings, pruning, brush and weeds	$61.94
Wood Waste such as wood pieces or particles from manufacturing of wood products, harvesting, processing or storage of raw materials, construction and demolition activities	Agromin Organics Recycling Compost Facility $61.94
	Simi Valley Landfill $83.45
Food Waste such as waste material of plant or animal origin that results in the preparation or processing of food for animal or human consumption	Simi Valley Landfill $128.50

The agreement's new RFB scope of work will also allow the City to purchase mulch and compost from Agromin at a discounted rate. SB 1383 requires all jurisdictions in California to annually procure a target amount of recovered organic waste products, such as mulch or compost, for use or giveaway by the jurisdiction. The City's annual recovered organic waste product procurement target is calculated by CelRecycle every five years and is based on the City's population. CalRecycle calculated the City's annual procurement target to be 16,374 tons for calendar year 2022 through 2026.

Agromin will be responsible for tracking the City's compliance with SB 1383's recovered organic waste product procurement by providing qualified and approved mulch and compost at a discounted fee for the City's use. A City-wide mulch and compost giveaway program for residents will be created by ER staff and executed by Agromin. Agromin will be responsible for promoting the City's residential compost and mulch giveaway program. Agromin will also be responsible for assisting the City to meet its annual procurement target. Agromin will be providing input to the City's educational programs designed to reduce contamination in the organic waste stream; yard waste, wood waste and food waste. In addition, Agromin will assist with outreach and promotional efforts to increase the amount of organic waste recycled by residential and commercial customers.

Table 2 shows the cost for mulch, compost, and soil, including delivery fees.

Table 2:

MATERIALS	PRICE PER TON	DISCOUNT PERCENTAGE	PRICE PER TON TO CITY
SB 1383 Qualified Mulch	$60.00	50%	$30.00
SB 1383 Qualified Compost	$30.00	50%	$15.00

Lawn Topper Mix & 50/50 Soil Blend	$60.00	50%	$30.00
DELIVERY OF MATERIALS			**PRICE PER TRUCKLOAD**
Delivery to City property or drop-off events			$75.00

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The total cost of the Agreement with Agromin shall not exceed $9,000,000 over the entire term of five years. Funding for this Agreement has been programmed in the Proposed Fiscal Year 2024-25 Budget from the Environmental Resources Fund 631, as shown below, for the City Council's consideration. Subsequent year allocations will be requested during the annual budget process.

ESTIMATED SPENDING PLAN						
ACCOUNTS	**FY 2024-25**	**FY 2025-26**	**FY 2026-27**	**FY 2027-28**	**FY 2028-29**	**TOTAL**
6313636-54300 6313637-54050	$1,600,000	$1,700,000	$1,800,000	$1,900,000	$2,000,000	$9,000,000

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on May 14, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. Agreement 32500006
2. Presentation

TRADE SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND CALIFORNIA WOOD RECYCLING, INC. DBA AGROMIN

By This Trade Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of California Wood Recycling, Inc. dba Agromin ("SERVICE PROVIDER"), and SERVICE PROVIDER agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and SERVICE PROVIDER may be individually referred to as "Party" or collectively as the "Parties."

1. SUMMARY DESCRIPTION OF SERVICES. This agreement is for organic material recycling services outlined in Exhibit A for the Environmental Resources Division

2. PARTIES.

CITY OF Oxnard ("CITY"), a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

California Wood Recycling, Inc. dba Agromin ("SERVICE PROVIDER"), a corporation of the State of California, located at 201 Kinetic Dr., Oxnard, California 93030

3. TERM OF AGREEMENT: From: July 1, 2024 To: June 30, 2027

3.1 Time is of the essence in this Agreement.

3.2 The CITY shall have the option for (2) two consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the Trade Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension.

3.3 Any Optional Extension (initial term, plus any option to extend) shall not exceed a total of five (5) years. The CITY in its sole discretion may exercise the optional extension upon 60 days written notice to the SERVICE PROVIDER in accordance with Section 11 of this Agreement. SERVICE PROVIDER shall issue its written consent to the CITY's exercise of the option extension within 10 days of receipt of notice from the CITY. All Notices shall comply with Section 20 of this Agreement.

3.4 All services required of SERVICE PROVIDER under this Agreement shall be completed on or before the end of the term of the Agreement.

4. AGREEMENT AMOUNT NOT TO EXCEED: $9,000,000

5. AGREEMENT EXHIBITS: The following documents memorialized below are the only exhibits to this agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-B
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy
Exhibit F: Iran Contracting Certification

6. DESIGNATED REPRESENTATIVES.

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, SERVICE PROVIDER's services shall be performed or immediately supervised by the SERVICE PROVIDER's Representative:

CITY Designated Representative:
Name: Eric Zetz
Title: Division Manager
Phone: 805-385-7957
Email: eric.zetz@oxnard.org
Mailing Address (if differs from above):
111 South Del Norte Blvd.
Oxnard, CA 93030

SERVICE PROVIDER Designated Representative:
Name: Bill Camarillo
Title: CEO
Phone: 805-485-9200
Email: bcamarillo@agromin.com
Mailing Address (if differs from above):

7. CONTRACTUAL PREREQUISITES.

7.1. This Agreement must first be executed by the SERVICE PROVIDER, after which the Agreement shall be approved as to form by the CITY Attorney, then executed by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the CITY Clerk.

7.2. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

7.3. All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

7.4 SERVICE PROVIDER shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

8. SERVICE PROVIDER'S SERVICES.

8.1 SERVICE PROVIDER shall perform the tasks, obligations, and services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 12 of this Agreement.

8.2 The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. SERVICE PROVIDER hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

9. COMPENSATION.

CITY shall pay SERVICE PROVIDER for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as **"**Exhibit B." CITY shall pay SERVICE PROVIDER an amount not to exceed the amount is listed in Section 4 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 12 of this Agreement, and may be subject to approval by the City Council.

9.1 Price Adjustments. Unless otherwise stated, prices are maximum for the term of the Contract. Price adjustments, if allowed under this Contract, must be requested in writing and accompanied by the required information to substantiate the request for price adjustment, as set forth in the Contract. Any allowable request for price adjustment must be delivered to the CITY at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The CITY must also be given the benefit of any decline in prices. If any price increase is granted by the CITY, the increase shall not be greater than 3% from the prior year.

10. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within thirty (30) days after receipt of such invoice, notify the SERVICE PROVIDER of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

10.1 Payment Request. SERVICE PROVIDER shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of

those Services, and total amount due for the month. Invoices may be emailed to: **pwinvoices@oxnard.org**.

10.2 Non-Appropriation of Funds. Payments to be made to SERVICE PROVIDER by CITY for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of CITY. In the event CITY does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which CITY appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

10.3 SERVICE PROVIDER's acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to SERVICE PROVIDER for anything completed, finished or relating to the Services. CITY's payment shall not constitute nor be deemed a release of the responsibility and liability of SERVICE PROVIDER for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by CITY for any defect or error in the Services performed by SERVICE PROVIDER and its employees, agents and Subcontracted service providers.

10.4 SERVICE PROVIDER shall provide CITY with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by SERVICE PROVIDER or materials or products provided to CITY by SERVICE PROVIDER, SERVICE PROVIDER shall pay the sales tax. CITY shall not reimburse SERVICE PROVIDER for sales taxes paid by SERVICE PROVIDER.

11. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 3.2, then this Agreement shall not be extended.**

12. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard Municipal Code, Article IV, Sections 4-59 and 4-60.

13. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 20 of this agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to SERVICE PROVIDER only for work done by SERVICE PROVIDER up to and including the date of termination of this Agreement unless the termination is for cause, in which event SERVICE PROVIDER need be compensated only to the extent required by law. SERVICE PROVIDER may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' written notice.

14. INDEPENDENT CONTRACTOR

SERVICE PROVIDER is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of SERVICE PROVIDER or any of its employees, except as stated in this Agreement. SERVICE PROVIDER has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting SERVICE PROVIDER. This Agreement shall not be interpreted to prevent or preclude SERVICE PROVIDER from rendering any services for SERVICE PROVIDER's own account or to any other person or entity as SERVICE PROVIDER in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the SERVICE PROVIDER shall perform for the City. The CITY retains the right to provide general instructions to and observe the SERVICE PROVIDER in the performance of all services done on behalf of the CITY.

SERVICE PROVIDER and its employees, subcontractors, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. SERVICE PROVIDER and its employees are not employees of City. SERVICE PROVIDER and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. SERVICE PROVIDER shall not, at any time or in any manner, represent that it or any of its agents, subcontractors, or employees are in any manner agents, subcontractors, or employees of City.

15. LAWFUL PERFORMANCE.

SERVICE PROVIDER shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. SERVICE PROVIDER, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

16. SAFETY REQUIREMENTS.

SERVICE PROVIDER shall not perform any services for the CITY when the SERVICE PROVIDER is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to SERVICE PROVIDER when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of SERVICE PROVIDER's work by CITY shall not operate as a release of the SERVICE PROVIDER from such standard of care and workmanship.

17. OWNERSHIP OF SERVICE PROVIDER'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by SERVICE PROVIDER in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

17.1. Records and Inspections. The SERVICE PROVIDER shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

17.2. Deliverables. SERVICE PROVIDER shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and SERVICE PROVIDER shall, upon completion of all work, submit to the CITY all information developed in the course of the SERVICE PROVIDER's services. SERVICE PROVIDER shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. SERVICE PROVIDER shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to SERVICE PROVIDER by the CITY.

17.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. SERVICE PROVIDER agrees

that CITY may make modifications to computer software furnished by SERVICE PROVIDER without infringing SERVICE PROVIDER's copyright or any license granted to CITY, unless otherwise agreed.

17.4. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the SERVICE PROVIDER pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

17.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. SERVICE PROVIDER may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for SERVICE PROVIDER to perform its obligations pursuant to this Agreement. If SERVICE PROVIDER is granted such access to confidential information, SERVICE PROVIDER shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

17.6. Disclosure of Information. SERVICE PROVIDER shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to SERVICE PROVIDER by the CITY or other information to which the SERVICE PROVIDER has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

17.7. No Warranty. Other than an obligation upon the CITY to deal in good faith, the CITY makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by SERVICE PROVIDER in reliance on any Confidential Information disclosed under this Agreement.

18. ASSIGNMENT.

This Agreement is for the non-professional services of SERVICE PROVIDER. Any attempt by SERVICE PROVIDER to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. SERVICE PROVIDER's services pursuant to this Agreement shall be provided by the SERVICE PROVIDER's Designated Representative or directly under his/her supervision, and SERVICE PROVIDER shall not assign another to supervise the SERVICE PROVIDER's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 20.

20. NOTICES.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

21. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by SERVICE PROVIDER shall be construed to be both a covenant and a condition.

22. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by SERVICE PROVIDER under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from SERVICE PROVIDER's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

23.1 As a separate and independent covenant from SERVICE PROVIDER's obligations under this section, SERVICE PROVIDER shall to the fullest extent permitted by law, immediately defend, indemnify, and hold harmless CITY, its legislative and advisory bodies, and the CITY's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with SERVICE PROVIDER's performance of this Agreement or SERVICE

PROVIDER's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. SERVICE PROVIDER's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

23.2 The duty to defend is a separate and distinct obligation from SERVICE PROVIDER's duty to indemnify. SERVICE PROVIDER shall be obligated to defend in all legal, equitable, administrative, or special proceedings, with counsel approved by the CITY Attorney, immediately upon tender to SERVICE PROVIDER of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve SERVICE PROVIDER from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if SERVICE PROVIDER asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, SERVICE PROVIDER may submit a claim to CITY for reimbursement of reasonable attorneys' fees and defense costs.

23.3 The review, acceptance or approval of SERVICE PROVIDER's work or work product by any of the Indemnitees shall not affect, relieve or reduce SERVICE PROVIDER's indemnification or defense obligations. SERVICE PROVIDER waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by SERVICE PROVIDER pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 24. The SERVICE PROVIDER's obligations under this Section of the Agreement shall survive the termination of the Agreement.

23.4 SERVICE PROVIDER agrees to pay all required taxes on amounts paid to SERVICE PROVIDER under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. SERVICE PROVIDER shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of SERVICE PROVIDER's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. CITY shall have the right to offset against the

amount of any compensation due to SERVICE PROVIDER under this Agreement any amount due to CITY from SERVICE PROVIDER as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

24. INSURANCE.

SERVICE PROVIDER shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that SERVICE PROVIDER obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. SERVICE PROVIDER shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by SERVICE PROVIDER is a material element of this Agreement. SERVICE PROVIDER'S failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, SERVICE PROVIDER understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement. SERVICE PROVIDER will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

26. PREVAILING WAGE REQUIREMENTS.

26.1. Application. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees.

26.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html

26.3. Contract Splitting. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of

evading these prevailing wage requirements.

26.4. **Use of Prevailing Wages vs. Living Wages.** In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

27. CONFLICT OF INTEREST

SERVICE PROVIDER covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of SERVICE PROVIDER's services under this Agreement. SERVICE PROVIDER further covenants that in the performance of services under this Agreement, no officer, employee or agent of SERVICE PROVIDER having such interest shall be employed by it. In the event the CITY determines that SERVICE PROVIDER must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, SERVICE PROVIDER shall file such Form 700 with the CITY Clerk's Office pursuant to the written instructions provided by the CITY Clerk. Acquisition or maintenance of a conflicting interest by SERVICE PROVIDER may result in termination of this Agreement by the CITY.

28. IRAN CONTRACTING ACT

In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any CONSULTANT that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars ($1,000,000) or more, must certify, that the CONSULTANT is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A CONSULTANT is ineligible to enter into any contract with the CITY for goods or services of one million dollars ($1,000,000) or more if the CONSULTANT engages in investment activities in Iran. CONSULTANT must certify that it is not on the list of ineligible Service Providers prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as Exhibit F**.**

29. SUBCONTRACTING.

If CONSULTANT requires the assistance of a subcontractor to render any services under this agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the scope of work attached to this Agreement as Exhibit A. CONSULTANT is fully responsible for satisfactory completion of all its subcontractors' work. All

subcontractors shall be properly licensed and insured; and bonded, if applicable. CONSULTANT shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

30. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the SERVICE PROVIDER. The decision of the CITY's Designated Representative shall be final and conclusive unless SERVICE PROVIDER requests mediation within ten (10) calendar days. Pending final decision of a dispute, the SERVICE PROVIDER shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

31. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. AUDIT.

CITY shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by SERVICE PROVIDER in preparing its billings to CITY as a condition precedent to any payment to SERVICE PROVIDER; or for other purposes relating to the Agreement. SERVICE PROVIDER will promptly furnish all documents requested by CITY. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit SERVICE PROVIDER for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, SERVICE PROVIDER shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by CITY, whichever occurs later. SERVICE PROVIDER shall maintain all such records in CITY or to promptly reimburse CITY for all reasonable costs incurred in

conducting the audit at a location other than in CITY, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. SERVICE PROVIDER shall include a copy of this Section in all contracts with its subcontractors, and SERVICE PROVIDER shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or CITY.

33. ADVERTISING AND PUBLICITY

SERVICE PROVIDER shall not use the name of or refer to CITY directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

34. NONDISCRIMINATORY EMPLOYMENT.

SERVICE PROVIDER shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. SERVICE PROVIDER understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, SERVICE PROVIDER shall be responsible for such subcontractor's compliance with this Section.

35. FORCE MAJEURE.

Neither the SERVICE PROVIDER nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

36. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

37. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so

modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

38. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

39. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

40. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

41. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

42. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

43. ACKNOWLEDGEMENT.

By signing below, SERVICE PROVIDER acknowledges that it has reviewed the CITY's Trade Services Agreement terms and conditions and insurance requirements and that SERVICE PROVIDER hereby agrees to full compliance.

[Signatures on next page]

In witness whereof, the Parties have entered into this Agreement effective on the date as written in section 3 and upon signature of all Parties.

CITY OF OXNARD

☐John C. Zaragoza, Mayor[1] Date

☐Jennifer Yates, [2]
Purchasing Manager

CALIFORNIA WOOD RECYCLING, INC. DBA AGROMIN

Bill Camarillo, CEO Date

Myron Harrison, CFO[3] Date

ATTEST:

Rose Chaparro, CITY Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, CITY Attorney (always required) Date

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000.

[2] The Purchasing Agent may execute any authorized agreement up to $200,000.

[3] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBIT A

TRADE SERVICE AGREEMENT
(CITY of Oxnard and California Wood Recycling, Inc. dba Agromin)

SCOPE OF SERVICES

Service Provider shall receive all organic materials such as yard trimmings, wood waste and food waste delivered by the City, grind, sort, and process those materials into usable or marketable products, and market the products, or use them for cultivation on agricultural property, in a responsible and effective way.

Service Provider shall conduct a semi-annual (every six months) composition study to characterize the organic materials delivered by the City to determine the residual percentages by weight. A report shall be submitted to the City within ten working days of the commencement of each semi-annual period, and the residual percentage documented in that report shall be the basis for billing for that period.

Service Provider shall maintain the access roads and tipping areas at the processing site in such condition as to facilitate the receipt of City delivered materials and to expedite the turnaround time of City trucks in a safe and reasonable manner.

Service Provider shall guarantee the City's full compliance with SB 1383's recovered organic waste product procurement requirement by providing qualified and approved mulch and compost at a discounted fee for use or giveaway by the City. Mulch and compost will be purchased by the City for use at City owned property landscaping. A City-wide mulch and compost giveaway program for residents will be created and run by Service Provider. Service Provider shall also assist in identifying and contracting with direct service providers to redirect any abundance of mulch and compost and ensure the City meets its annual procurement target.

Upon the City's request, Service Provider shall provide input to the City's educational programs designed to reduce residuals in the yard trimmings, wood waste and food waste collected and outreach and promotional efforts to increase the amount of yard trimmings and wood waste recycled. Service Provider shall also promote the City's residential compost and mulch giveaway program to increase participation.

REPORTING AND RECORD KEEPING

Service Provider shall weigh each City load delivered to the processing facility on a certified scale at the entrance to the facility and shall provide the City's truck operator with a weigh ticket for each load. At a minimum, the weigh ticket shall indicate the date, time, City vehicle number, gross weight, tare weight, net weight, tip fee price per ton, total price, type of material (residential, commercial, industrial, tractor-trailer), ticket number and a signature of the scale house operator and the City truck operator.

Service Provider shall provide a monthly invoice to the City for materials delivered each calendar month that includes the ticket number of all weigh tickets included in the invoice tonnages. The invoice shall also indicate the number of loads, net tonnage, price per ton and total price for the invoice period.

Service Provider shall provide the City with semi-annual (every six months) reports on the material diversion achieved through the processing of organic materials and shall include such data as tons of material by category (residential, commercial and industrial, Station-tractor-trailers) delivered by the City, tons processed for market, and the amount of residual tons requiring landfill disposal.

Service Provider shall provide a semi-annual (every six months) report on the composition of the organic materials (i.e. yard trimmings, wood waste and food waste) delivered by the City including the residual percentage and weight.

Service Provider shall keep record of the City's SB 1383 qualified recovered organic waste product purchases and all other required paperwork for CalRecycle reporting. Records shall be made available to the City upon request.

The City shall have the right to request additional reports from Service Provider which shall not be unreasonably refused.

All of Service Provider's records and reports, related to the performance of services under the Agreement, shall be maintained for a period of three years after the termination of the Agreement.

DELIVERY OF MATERIALS

City shall use Service Provider's facility to process organic materials such as yard trimmings, wood waste and food waste delivered by the City generated from City residential, commercial and industrial collection. The City may also deliver organic materials such as yard trimmings, wood waste and food waste to Service Provider from the Del Norte Regional Recycling and Transfer Station (Station).

City and Service Provider agree and acknowledge that City delivered yard trimmings and wood waste contain up to 1% residuals.

Delivery of qualified recovered organic waste products by Service Provider shall be available within City limits for use by the City and residents. Residents participating in the mulch and compost giveaway program shall also have the option of picking up qualified products at Service Provider's facility.

SERVICE PROVIDER OPERATING SCHEDULE

Service Provider's processing facility shall be open to receive organic materials delivered by the

City of Oxnard in City vehicles from 5:30 am to 5:00 pm Monday through Saturday except for City holidays when collection services are not provided.

Service Provider's operating schedule for the processing of organic materials is independent of the requirement to receive materials delivered by the City and shall be at Service Provider's sole discretion. Service Provider shall not allow unprocessed materials to accumulate in volumes not consistent with the operating permits for the facility that could result in City materials not being accepted for delivery.

Service Provider's operating schedule for the sale and delivery of qualified recovered organic waste products shall be at Service Provider's sole discretion.

RESIDUALS MANAGEMENT

Service Provider is responsible for the cost of containing, hauling and disposing of residuals processed from organic materials delivered by City. If Service Provider's facility site is located in Oxnard, the City will be responsible for placing a roll-off container at the site for regularly scheduled container removal and empty. Service Provider shall pay rates for roll-off container services as established in City Ordinance for solid waste system charges and user fees. The City shall haul from Service Provider's facility site and shall deliver these residuals to the Station.
City shall use its reasonable efforts to minimize and reduce the amount of residuals (up to 1%) sent to Service Provider, including public awareness and education, mailers, to its residents and similar notices.

The City does not have rates established for the collection, transport and disposal of residual materials from properties outside its city limits. If Service Provider's processing facility is located outside of City of Oxnard's city limits, Service Provider will not be able to use City collection services for residuals hauling and disposal services. Service Provider may direct haul residual with their equipment from its facility to the Station

COMPENSATION AND PAYMENT METHOD

Tipping fees will be paid on a per ton basis for organic materials delivered for processing in City vehicles. Service Provider shall retain any proceeds from the sale of products, resulting from the processing of materials delivered by the City. Service Provider shall provide in their proposal the tip fee of organic materials to include yard trimmings, wood waste and food waste on a per ton basis that City delivers to Service Provider's facility site.

Service Provider shall provide in their proposal the set discounted fee for qualified mulch and compost. The City will pay delivery fees for qualified products purchased for use at City properties or drop-off giveaway events. Residents and direct service providers will be responsible for their own delivery fees. Service Provider shall provide in their proposal fees for delivering qualified products within the City of Oxnard.

Service Provider agrees to accept the above referenced fees as full payment for Service Provider's services, including the handling of organic materials, sale and delivery of qualified products and

marketing or cultivating for agricultural purposes of processed organic materials. Service Provider is responsible for all expenses associated with processing or diversion of the organic materials including residual material, waste control fees and integrated waste management planning fees imposed by the County of Ventura or physical damage to Service Provider's equipment caused by processing organic materials delivered from City.

Service Provider shall submit to City a bi-weekly invoice for all organic materials delivered by City in the previous two week period, in a form satisfactory to City. Invoice information shall include daily dates of delivery by each truck, truck number, weight ticket number, weight of delivered yard waste and wood materials, total cost of delivered load, summary totals such as number of truck deliveries, total weight, weight/ton and tip fee itemization of yard trimmings wood waste and food waste material and total invoice amount due. City shall pay Service Provider within 30 days of receipt of an invoice.

Service Provider shall submit to City a bi-weekly invoice for all qualified products purchased by City in the previous two week period, in a form satisfactory to City. Invoice information shall include date of delivery/pick-up, weight/volume of qualified product, description of qualified product, delivery fees when applicable, total cost of purchased qualified product, summary totals such as number of truck deliveries/pick-ups, total weight, weight/ton and product fee itemization and total invoice amount due. City shall pay Service Provider within 30 days of receipt of an invoice.

Service Provider shall submit bi-weekly invoices for organic materials delivered from City vehicles and qualified product purchases to: City of Oxnard Del Norte Regional Recycling & Transfer Station, 111 South Del Norte Boulevard, Oxnard, CA 93030. Attention: Eric Zetz, Environmental Resources Division Manager.

EXHIBIT B

TRADE SERVICE AGREEMENT
(CITY of Oxnard and California Wood Recycling, Inc. dba Agromin)

SCHEDULE OF COMPENSATION

For yard trimmings, wood waste, and food waste delivered by the City to Service Provider containing less than one percent (1%) residuals. The City intends to supply Service Provider with all its collected yard trimmings, wood waste, and food waste. The total estimated annual collected volume of yard trimmings is 12,830 tons, wood waste 2,950 tons, and food waste 1,375 tons.

WASTE MATERIALS FOR PROCESSING	COST PER TON DELIVERED BY CITY TO SERVICE PROVIDER (TIP FEE)
Yard trimmings such as yard clippings, leaves, tree trimmings, pruning, brush and weeds	$61.94
Wood Waste such as wood pieces or particles from manufacturing of wood products, harvesting, processing or storage of raw materials, construction and demolition activities	Agromin Organics Recycling Compost Facility $61.94
	Simi Valley Landfill $83.45
Food Waste such as waste material of plant or animal origin that results in the preparation or processing of food for animal or human consumption	$128.50

MATERIALS	PRICE PER TON	DISCOUNT PERCENTAGE	PRICE PER TON TO CITY
SB 1383 Qualified Mulch	$60.00	50%	$30.00
SB 1383 Qualified Compost	$30.00	50%	$15.00
Lawn Topper Mix & 50/50 Soil Blend	$60.00	50%	$30.00

MATERIALS OR SERVICES	PRICE PER TRUCKLOAD
Delivery to City property or drop-off event	$75.00

The City will only pay delivery fees for qualified products purchased for use at City properties or drop-off giveaway events. The billing rate is all-inclusive. The billing rate includes all costs necessary.

EXHIBIT C

TRADE SERVICES AGREEMENT
(CITY of Oxnard and California Wood Recycling, Inc. dba Agromin)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER (hereafter referred to as "SERVICE PROVIDER") must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

Exhibit INS-B

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITHOUT ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto";

c. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements affecting coverage required by this Exhibit INS-B. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-B or substitute forms containing the same information and**

acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available. CG 2010 with an edition date prior to 01/04 and CG 2037).

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages **(this must be endorsed)**. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notes of cancellation.**

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-B.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG. $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER**				

SAMPLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

Rev. 3/24 INS-B.doc

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ _____ applies to __ coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made
☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence

OTHER PROVISIONS

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name: _____
Address: _____
_____
Telephone: (____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: ( )_____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED**. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED**. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST**. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE**. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES**. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE**. This policy, if primary, affords coverage at least as broad as:
   Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

EXHIBIT D

TRADE SERVICES AGREEMENT
(CITY of Oxnard and California Wood Recycling, Inc. dba Agromin)

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $18.89 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. SERVICE PROVIDER agrees to post, at a location readily accessible to those employees providing services to the CITY, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If SERVICE PROVIDER fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to SERVICE PROVIDER, effective immediately.

D. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER shall pay to CITY a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2023

SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $18.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2024, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. SERVICE PROVIDER agrees to post, at a location readily accessible to those employees providing services to the CITY, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If SERVICE PROVIDER fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to SERVICE PROVIDER, effective immediately.

c. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER shall pay to CITY a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

EXHIBIT E

TRADE SERVICES AGREEMENT
(CITY of Oxnard and California Wood Recycling, Inc. dba Agromin)

PREVAILING WAGE

---

1. SERVICE PROVIDER acknowledges that the Project defined in the Agreement between SERVICE PROVIDER and CITY is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. SERVICE PROVIDER shall perform the Project as a public work. SERVICE PROVIDER shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. SERVICE PROVIDER acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and SERVICE PROVIDER shall post such rates at each job site covered by this Agreement.

3. SERVICE PROVIDER is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. SERVICE PROVIDER shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. SERVICE PROVIDER shall, as a penalty to CITY, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by SERVICE PROVIDER or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. SERVICE PROVIDER shall comply with Labor Code Section 1776, which requires SERVICE PROVIDER and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.

6. SERVICE PROVIDER shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, SERVICE PROVIDER shall provide CITY with a copy of the information submitted to any applicable apprenticeship program.

Within 60 days after concluding the Project, SERVICE PROVIDER and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. SERVICE PROVIDER may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, SERVICE PROVIDER must immediately notify CITY.

8. SERVICE PROVIDER is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. SERVICE PROVIDER shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

9. SERVICE PROVIDER acknowledges that 8 hours labor constitutes a legal day's work. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1810.

10. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. SERVICE PROVIDER shall, as a penalty to CITY, forfeit $25 for each worker employed in the performance of this Agreement by SERVICE PROVIDER or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by SERVICE PROVIDER's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. SERVICE PROVIDER shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. SERVICE PROVIDER shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. SERVICE PROVIDER shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, SERVICE PROVIDER shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, SERVICE PROVIDER shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify CITY, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Service Provider, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of SERVICE PROVIDER under this Section shall survive Agreement termination.

EXHIBIT F

TRADE SERVICES AGREEMENT
(CITY of Oxnard and California Wood Recycling, Inc. dba Agromin)

IRAN CONTRACTING ACT CERTIFICATION

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to,or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION
I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision
(b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): _____ Federal ID Number (or n/a): _____

By (Authorized Signature): _____

Printed Name & Title of Person Signing: _____ Date Executed _____

Executed in the County of_____ in the State of _____

OPTION No.2 – EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a Service Provider/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.
Company Name/Financial Institution (printed): _____ Federal ID Number (or n/a): _____

By (Authorized Signature): _____

Printed Name & Title of Person Signing: _____ Date Executed _____

Executed in the County of_____ in the State of _____

Agreement 32500006 with California Wood Recycling, Inc. dba Agromin (Agromin), for Organic Waste Recycling Services at Agromin Facilities

Public Works and Transportation Committee – May 14, 2024

City Council - June 27, 2024

Eric Zetz
Environmental Resources Division Manager

CITY OF OXNARD CALIFORNIA

Recommendation

FOR PUBLIC WORKS AND TRANSPORTATION COMMITTEE:

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with California Wood Recycling, Inc. dba Agromin (Agromin) in the amount not to exceed $9,000,000 for an initial three-year term from July 1, 2024, to June 30, 2027, with the option for two (2) consecutive one (1) year period extensions, that shall not exceed a total of five (5) years; for a final term ending June 30, 2029, in order to provide organic waste recycling services and mulch products for the City of Oxnard at permitted Agromin facilities.

Recommendation

FOR CITY COUNCIL:

That the City Council approve and authorize the Mayor to execute an Agreement with California Wood Recycling, Inc. dba Agromin (Agromin) in the amount not to exceed $9,000,000 for an initial three-year term from July 1, 2024, to June 30, 2027, with the option for two (2) consecutive one (1) year period extensions, that shall not exceed a total of five (5) years; for a final term ending June 30, 2029, in order to provide organic waste recycling services and mulch products for the City of Oxnard at permitted Agromin facilities.

Del Norte Regional Recycling and Transfer Station

- Organic Waste includes yard waste, wood waste and food waste
- 22,000 tons of inbound organic waste is received annually
- 17,400 tons of the 22,000 tons is recycled (13,000 yard waste, 3,000 wood waste, and 1,400 food waste)

BACKGROUND

The City has contracted with Agromin for organic waste processing since 1996

- Yard waste is hauled to Agromin Organics Recycling at Limoneira Farms in Santa Paula
- Wood waste and food waste are hauled to Agromin Organics Recycling located on the same property as Simi Valley Landfill

DISCUSSION

- Current agreement with Agromin expires June 30, 2024
- On February 5, 2024 RFB #ER 24-81 to solicit bids from vendors for organic material recycling services
- Posted on City's website and www.publicpurchase.com
- March 5, 2024 RFB deadline - City received only one qualified bid from Agromin
- Agromin was determined to be the lowest most responsive bidder
- Agromin meets all City contractual requirements

Agromin bid the following:

WASTE MATERIALS FOR PROCESSING	COST PER TON DELIVERED BY CITY TO SERVICE PROVIDER (TIP FEE)
Yard trimmings such as yard clippings, leaves, tree trimmings, pruning, brush and weeds	$61.94
Wood Waste such as wood pieces or particles from manufacturing of wood products, harvesting, processing or storage of raw materials, construction and demolition activities	Agromin Organics Recycling Compost Facility $61.94
	Simi Valley Landfill $83.45
Food Waste such as waste material of plant or animal origin that results in the preparation or processing of food for animal or human consumption	Simi Valley Landfill $128.50

DISCUSSION

- The new RFB scope of work in the agreement will also allow the City to purchase mulch and compost from Agromin at a discounted rate

- SB 1383 requires all jurisdictions in California to annually procure a target amount of recovered organic waste products, such as mulch or compost

- The City's annual recovered organic waste product procurement target is calculated by CelRecycle every five years and is based on the City's population
  - City's annual procurement target to be 16,374 tons for calendar year 2022 through 2026

DISCUSSION

- Agromin will be responsible for tracking the City's compliance with SB 1383's recovered organic waste product procurement
  - Mulch and compost will be purchased by the City at a discounted rate
- A City-wide mulch and compost giveaway program for residents will be created by ER staff and executed by Agromin
- Agromin will be responsible for promoting the City's residential compost and mulch giveaway program

DISCUSSION

- Agromin will also be responsible for assisting the City to meet its annual procurement target
- Agromin will be providing input to the City's educational programs designed to reduce contamination in the organic waste stream
- Agromin will assist with outreach and promotional efforts to increase the amount of organic waste recycled by residential and commercial customers.

Agromin costs for mulch, compost and soil, including delivery:

MATERIALS	PRICE PER TON	DISCOUNT PERCENTAGE	PRICE PER TON TO CITY
SB 1383 Qualified Mulch	$60.00	50%	$30.00
SB 1383 Qualified Compost	$30.00	50%	$15.00
Lawn Topper Mix & 50/50 Soil Blend	$60.00	50%	$30.00
DELIVERY OF MATERIALS			**PRICE PER TRUCKLOAD**
Delivery to City property or drop-off events			$75.00

FINANCIAL IMPACT

- If the term options are fully utilized, the total cost of the purchase order with Agromin, the total cost for this agreement for organic waste recycling services from July 1, 2024, through June 30, 2029, shall not exceed $9,000,000

- Funding for this Agreement has been programmed in the Proposed Fiscal Year 2024-25 Budget from the Environmental Resources Fund 631 for the City Council's consideration

- Subsequent year allocations will be requested during the annual budget process

CITY OF
OXNARD
CALIFORNIA

QUESTIONS

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.5

DATE: June 27, 2024

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Fifth Amendment to Agreement A-8221 with Big Truck Rental, LLC for Short Term Rental of Refuse Collection Vehicles for the Environmental Resources Division. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Fifth Amendment to a Rental Agreement with Big Truck Rental, LLC in the amount of $615,000 for a new total not to exceed $5,078,035 for an additional period of 12 months, ending on June 30, 2025, for the rental of refuse collection vehicles.

(This item did not originate in Committee because it is a continuation of an item previously approved by the City Council on June 6, 2023.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/lSG041xTD9E

BACKGROUND

On June 30, 2020, the City Council approved Agreement A-8221 with Amrep U.S.A, Inc. (Amrep) in the amount of $621,600 through June 30, 2021 for the rental of seven refuse collection vehicles (residential automatic side loaders and commercial front loaders) for ER. On October 20, 2020, Amrep legally transferred Agreement A-8221 to Big Truck Rental, LLC (BTR). Below is the history of Agreement A-8221 and the prior approved amendments:

Table 1

Agreement A-8221	COUNCIL DATE	CUMULATIVE AMOUNT	TERM DATE
Original Agreement	June 30, 2020	$621,600	June 30, 2021
First Amendment	June 15, 2021	$1,243,200	June 30, 2022
Second Amendment	December 20, 2021	$1,707,200	June 30, 2022
Third Amendment	June 21, 2021	$3,168,800	June 30, 2023
Fourth Amendment	June 6, 2023	$4,463,035	June 30, 2024
Fifth Amendment	*June 27, 2024**	*$5,078,035*	*June 30, 2025*

**Pending City Council action*

This Fifth Amendment allows for the continued use of rental collection vehicles to fill in for unforeseen vehicle breakdowns, repairs, mandatory Department of Transportation (DOT) inspections, and routine maintenance for the existing fleet. Additionally, rental vehicles provide capacity support in compliance with the State's SB 1383 mandate to collect residential and commercial organic waste.

DISCUSSION

ER is requesting to amend the contract with BTR for an additional 12 months due to the aging fleet of refuse collection vehicles. This will allow for uninterrupted daily refuse collection services for residential and commercial customers.

Consistent with the recently completed ER Cost of Service Study (COS), it is anticipated that revenue will be generated from Fiscal Years 2024-25 to 2028-29 to facilitate the acquisition, lease-purchase, or leasing of refuse collection vehicles to replace those that have reached the end of their operational life. Our team will conduct a thorough analysis to determine the optimal choice, prioritizing cost-effectiveness. The COS assumed an 8-year replacement strategy for refuse collection vehicles.

Currently, there are 17 refuse collection vehicles that have more than 100,000 miles and average over 21 years of in-service use. These 17 refuse collection vehicles were purchased for $2,421,088 and to date, over $10M has been spent on labor and parts to keep them operable. These vehicles are extremely complex, with several mechanical, electrical, and hydraulic systems requiring upkeep and repairs. These systems are used repetitively throughout the daily use of these vehicles, resulting in significant wear on the parts. The cost to maintain them typically becomes higher the older they get and the time it takes to repair them gets extended. As such, ER may rent 5 to 10 vehicles per month depending on the status of operating refuse collection vehicles. The Amendment also allows the return of any of the refuse collection vehicles on an as-needed basis, and without monetary penalty from BTR.

This agreement allows for the flexibility and ability to rent vehicles while other ER vehicles are taken out of service for maintenance or repairs.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

This Fifth Amendment to Agreement A-8221 with BTR is $615,000 for a total new agreement value of $5,078,035. The rent cost is per vehicle per month. The estimated spending plan for FY 2024-25 is $1,075,200 utilizing the amount of the Fifth Amendment of $615,000 and $460,200 of unused-available in the agreement's existing value. Funding for this Agreement has been programmed in the Proposed Fiscal Year 2024-25 Budget from the Environmental Resources Fund 631, as shown below, for the City Council's consideration.

Estimated Spending Plan	
ER Fund/Account	**FY 2024-25**
6313632-57000	$820,800
6313633-57000	$254,400
TOTAL	**$1,075,200**

COMMITTEE OUTCOME

This item did not originate in Committee because it is a continuation of an item previously approved by the City Council on June 6, 2023.

Prepared by: Brian Yanez, Assistant Public Works Director, Eric Zetz, Division Manager

ATTACHMENTS

1. A-8221 - Fifth Amendment
2. Agreement A-8221 through Fourth Amendment to Agreement
3. Assignment and Assumption
4. Presentation

FIFTH AMENDMENT TO MASTER EQUIPMENT LEASE/RENTAL AGREEMENT

This Fifth Amendment ("Fifth Amendment") to the Master Equipment Lease/Rental Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this_____ day of _____, 2024, by and between the City of Oxnard, a municipal corporation ("City"), and Big Truck Rental, LLC ("BTR"). This Fifth Amendment amends the Agreement entered into on June 16, 2020, by City and BTR. The Agreement previously has been amended on June 15, 2021, by a First Amendment, on December 21, 2021, by a Second Amendment, on June 21, 2022, by a Third Amendment, and on June 20, 2023, by a Fourth Amendment.

City and BTR agree as follows:

1. All references to Exhibit C everywhere it is listed in the Agreement is hereby amended to Exhibit C-1. The Exhibit C is hereby disincorporated and replaced with Exhibit C-1, which contains the current rental rates, vehicle identification information and use miles and hours. Exhibit C is attached and incorporated by this reference as though fully set forth herein.

2. The term of the Agreement shall be extended for an additional twelve (12) months, effective July 1, 2024, through June 30, 2025, no further extensions shall be granted. The vehicle lease terms and rates as set forth in Exhibit C-1 operation on a month to month basis.

3. The value of the original agreement and all the amendments, including this amendment, shall not exceed $5,078,035.00.

4. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

☐John C. Zaragoza, Mayor[1] Date
☐Jennifer Yates, Purchasing Agent [2]

ATTEST:

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, City Date
Attorney (always required)

BIG TRUCK RENTAL, LLC

Scott Smith, Date
Director of Municipal Sales

Eric Voss, [3] Date
Vice President, Sales

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000.

[2] The Purchasing Agent may execute any authorized agreement up to $200,000.

[3] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBIT C-1

Company Address	4221 W. Boyscout Blvd Suite 400 Tampa, FL 33607	Created Date	4/22/2024
		Email	barthur@bigtruckrental.com
		Quote Number	00043481
Prepared By	Brianna Arthur		

CUSTOMER INFORMATION

Billing Customer	City of Oxnard	Rental Customer	City of Oxnard
Billing Contact	Grant Dunne	Shipping Contact	Jose Arreola
Billing Address	111 S Del Norte Blvd Oxnard CA 93030	Shipping Address	1060 Pacific Avenue Building 2 Oxnard CA 93030 United States
Billing Email	grant.dunne@oxnard.org	Shipping Email	jose.arreola@oxnard.org
Billing Phone	805-385-8071	Shipping Phone	805-385-8011
Billing Mobile	805-340-8365	Shipping Mobile	805-417-7374

Product Details

Asset Number	Year	Chassis Make	Chassis Model	Chassis Vin	Product Family	License Plate	Miles	Hours	Truck Location
2022056	2023	Mack	Terrapro 64R	1M2TE1GC3PM009665	Front Loader	DD16CZ	2,210	84	Oxnard, CA
2022059	2023	Mack	Terrapro 64R	1M2TE1GC0PM009672	Front Loader	DD17CZ	2,400	86	Oxnard, CA
4021084	2022	Mack	LR 64R	1M2LR2GCXNM005393	Front Loader	DD17CW	18,446	1,653	Oxnard, CA
4021122	2022	Peterbilt	520	3BPDLK0X6NF112327	Front Loader	DD59CW	5,226	523	Oxnard, CA
4022086	2023	Mack	LR 64R	1M2LR1GC9PM006967	Front Loader	DD66CY	18,599	1,554	Oxnard, CA
4023062	2024	Mack	LR 64R	1M2LR2GC3RM008707	Front Loader	DD85DB	0	0	Oxnard, CA
4023072	2024	Mack	LR 64R	1M2LR2GC6RM008717	Front Loader	DD84DB	3,260	252	Oxnard, CA
4023121	2024	Peterbilt	520	3BPDLK0X6RF116738	Front Loader	DD95DB	0	0	Oxnard, CA

Pricing Details

Asset Number	Line Item Description	Quantity	Sales Price	Total Product Price
2022056	COMPLETE FLEET FL ONGOING	4.00	$2,650.00	$10,600.00
2022059	COMPLETE FLEET FL ONGOING	4.00	$2,650.00	$10,600.00
4021084	COMPLETE FLEET FL ONGOING	4.00	$2,850.00	$11,400.00
4021122	COMPLETE FLEET FL ONGOING	4.00	$2,850.00	$11,400.00
4022086	COMPLETE FLEET FL ONGOING	4.00	$2,850.00	$11,400.00
4023062	COMPLETE FLEET FL ONGOING	4.00	$2,850.00	$11,400.00
4023072	COMPLETE FLEET FL ONGOING	4.00	$2,850.00	$11,400.00
4023121	COMPLETE FLEET FL ONGOING	4.00	$2,850.00	$11,400.00

RENTAL CONTRACT PRICING SUMMARY

Order Subtotal	$89,600.00	Total Amount Due	$89,600.00
Total Security	$0.00		

Deposit

Total Transportation Cost $0.00

NOTES/EXPLANATION OF ADDITIONAL COSTS:

Special Terms: Pricing shown reflects the 4 week rental rate for trucks that are currently on rent with City of Oxnard and is based on OMNIA Partners national cooperative contract #2019000319. Pricing is based on 12 month extension starting July 1, 2024 through June 30, 2025 and trucks will be billed in 30 day increments throughout the contract.

RENTAL REMINDERS

MASTER RENTAL AGREEMENT: This document supplements the Master Rental Agreement, which the Customer signed and is subject to all provisions therein.

INSURANCE: This Supplemental Rental Agreement utilizes the insurance information provided in the Master Rental Agreement. Customer is required to provide continued proof of insurance at the inception of this Supplemental Rental Agreement and through the duration of the same.

RENTAL RATE: Customer is to use the Vehicle for a maximum of one-shift, which is defined as not more than 50 hours per week. If Customer uses the Vehicle beyond one-shift, Customer agrees that it will pay an additional charge for such use. The additional charge shall be calculated in the following manner: (a) If the Customer uses the Vehicle more than 50 hours per week but less than 80 hours per week, then Customer shall pay an additional charge equal to one-half (½) times the Rental Rate; (b) If the Customer uses the Vehicle 80 or more hours per week, then Customer shall pay an additional charge equal to one (1) times the Rental Rate.

MAINTENANCE: Customer is responsible for all routine maintenance of the truck and body while it is in the care and control of the Customer. Refer to Section 6 of the Master Agreement for detailed responsibility.

DAMAGE: Customer will be back billed for any damage to the rented property which Big Truck Rental determines to be beyond normal wear and tear. In addition, if the damage to a rented vehicle prevents Big Truck Rental from reletting the vehicle resulting in additional downtime and lost rental revenue for Big Truck Rental, then this Supplemental Rental Agreement shall automatically extend and Customer shall be billed for a reasonable period of time with which to make the necessary repairs. The customer is responsible for collection of prepaid security deposit. Uncollected security deposits older than one year, will be forfeited.

TIRES: As a tire is a consumable item, Big Truck Rental documents the condition of the tires on its trucks at the inception of the rental and at the time that the truck is returned. It is the Customer's responsibility to assure that the tires are in substantially the same condition at the end of the rental as when the truck is received by the Customer. Tires worn substantially more at the time they are returned than at the rental inception shall be back billed. In addition, any Non-Steer Tires(s) replaced during the duration of the rental period shall be replaced with a recappable casing. All Steer Tires must be replaced with a virgin tire. No exceptions. If Customer fails to replace the tire(s) as outlined herein, Big Truck Rental shall back bill for the cost of replacing said tire(s). Any casing deemed un-recappable by our tire vendor will be back billed.

FUEL: Short-term rentals are not subject to IFTA, all fuel tax and the reporting thereof is the responsibility of the renter. Any violations or fines of that nature are the responsibility of the Customer.

GOVERNMENT: All trucks rented from Big Truck Rental are owned by Big Truck Rental. Customer shall not cover or remove any truck identification, other than DOT numbers. Big Truck Rental's vehicles are legally licensed on the federal highways of 48 states, however, any state or local permits for state or county road use and waste pick up and/ or disposal are the sole and absolute responsibility of the Customer. Customer agrees Big Truck Rental is not the motor carrier operator and will display customer's DOT number as required by law.

By execution of this Rental Agreement, Customer acknowledges that the Vehicle described herein is rented to and in accordance with the terms, conditions, and provisions of the Master Rental Agreement and Rental Extension Agreement previously signed by the Customer and also those terms found in this Supplemental Rental Agreement. Customer evidences such knowledge by signing below.

CUSTOMER

CUSTOMER NAME:

PURCHASE ORDER #:

_____

BY:

_____
(Signature)

PRINT NAME:

_____

TITLE:

_____

DATE:
_____

TAX ID #: _____

STATE:
_____

_ _____ Initial here acknowledging you have read Section 6 on maintenance responsibility in the Master Agreement.

Please sign quote and email to btrsales@bigtruckrental.com or fax to (813) 261-0821.

MASTER EQUIPMENT LEASE/RENTAL AGREEMENT

This Master Equipment Lease/Rental Agreement ("Agreement"), dated as of June 16, 2020, is entered into between City of Oxnard ("Customer"), with offices at 111 S. Del Norte Blvd. and Amrep Manufacturing Company, LLC ("Amrep"), with offices at 1555 S. Cucamonga Ave., Ontario, CA 91761.

1) **LEASE/RENTAL OF EQUIPMENT; TITLE.** Amrep agrees to lease/rent to Customer, and Customer agrees to lease/rent from Amrep, the equipment as described more fully in attached Schedule(s), as amended and/or supplemented from time to time, executed by Customer and Amrep and made part of this Agreement (individually, an "item of Equipment" and collectively the "Equipment"). Customer acquires no ownership, title, property, right, equity or interest in the Equipment other than its leasehold interest under the terms and conditions of this Agreement. Amrep shall have the right to file UCC financing statements, including, without limitation, continuation statements, covering any item of Equipment and setting forth Amrep's interest therein.

2) **TERM OF AGREEMENT; DELIVERY OF EQUIPMENT.** The Agreement shall become effective with respect to each item of Equipment on the date such item of Equipment is delivered by Amrep to Customer, and shall continue for the term specified on the applicable attached Schedule(s) (each a "Term"), unless terminated earlier pursuant to the provisions hereof. Customer shall take delivery of each item of Equipment F.O.B. City of Oxnard Yard within ten (10) days of the last party to sign this Agreement.

3) **RENT.** Customer shall pay Amrep the sum of $7,400.00 per month per item of Equipment ("Rent") for the right to possess and use each item of Equipment during the Term. The first month's lease/rent payment for each item of Equipment on the attached Schedule(s) is due upon signing this Agreement. Subsequent lease/rent payments are due by the 5th of each subsequent month of the Term. Any other amounts hereunder are due within 10 days of the date of the related Amrep invoice.

4) **ACCEPTANCE AND INSPECTION.** By accepting delivery of any Equipment, Customer acknowledges and accepts the warranty and limitations set forth in Section 5 and Section 6, respectively, and further acknowledges and represents that Customer has inspected each piece of Equipment and concluded this it is in proper operating or serviceable condition and that it has been selected by Customer as adequate and sufficient for Customer's intended uses. Customer is responsible to provide all O.S.H.A., federal, state and local required safety equipment. Customer assumes all responsibility for the care and use of each item of Equipment and agrees to pay Amrep, in addition to the Rent and all other amounts required to be paid to Amrep hereunder, an amount equal to all damages to and losses with respect to any item of Equipment.

5) **LIMITED WARRANTY.** Amrep leases/rents each item of Equipment to Customer pursuant to the Amrep Limited Warranty (attached hereto as Schedule B and incorporated herein). The remedies set forth therein are Customer's sole and exclusive remedies and Amrep's entire liability for any breach of the limited warranties set forth herein.

6) **LIMITATION OF LIABILITY.** Amrep's liability whether in contract or otherwise, with respect to this Agreement and/or any item of Equipment shall in no event exceed the amount received by Amrep from Customer under this Agreement attributable to such item of Equipment. Amrep shall not be liable for, and Customer waives and releases Amrep for any direct, indirect, incidental or consequential damages or losses resulting from the operation or use of any item of Equipment,

COUNCIL APPROVED
06/16/2020 26
DATE

including, without limitation, damages for loss of business profits or business interruption, claims due to the non-performance of any item of Equipment, the inability of any item of Equipment to perform a task, repair time required for any item of Equipment and/or any other cause.

7) **AMREP'S REPRESENTATIONS and COVENANTS.** Provided Customer is not in default, Amrep shall not interfere with Customer's quiet enjoyment of the Equipment during the Term.

8) **CUSTOMER'S REPRESENTATIONS and COVENANTS.**

a) **Permits.** All Permits required for Customer to lease/rent and/or use the Equipment shall be obtained by Customer and shall be valid and in full force and effect. All fees and charges with respect to any permits required to lease/rent and/or use the Equipment shall be paid in full. No event has, or shall occur that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any such permit.
b) **Compliance with Laws.** Customer shall comply with all contractual obligations hereunder and applicable laws except to the extent that failure to comply therewith would not, in the aggregate, reasonably be expected to have a material adverse effect.
c) **Liens.** Customer shall keep the Equipment free and clear of all Liens.
d) **Subleases.** Customer shall not allow, nor enter into any sublease of the Equipment.
e) **Taxes and Fees.** Customer acknowledges that the Rent payments are exclusive of any federal, state or local taxes and license and registration fees now in force or hereafter imposed, unless otherwise specified herein or on the attached Schedule(s). Customer shall pay all sales, use and other taxes and all fees and charges that are levied on any item of Equipment during the Term. Customer shall also pay all taxes (other than income taxes) that are charged to Amrep by reason of Amrep's interest in any item of Equipment. Further, Customer shall be responsible for other strictly usage-related fees, including but not limited to parking, storage, towing and tolls.
f) **Accident Reporting.** Customer shall notify Amrep within twenty-four (24) hours of any accident or occurrence involving any item of Equipment in which a person or property is, or is claimed to be, injured or damaged.

9) **CUSTOMER'S USE OF THE EQUIPMENT.**

a) **Customer's Possession.** Customer may not move the Equipment from California without Amrep's prior written consent.
b) **Personal Property.** The parties intend that the Equipment remains at all times personal property and not a fixture under applicable law. Customer shall not affix or attach any insignia or markings to, or paint over any areas of the Equipment, or attach the Equipment to real property or any improvements without the prior written approval of Amrep.
c) **Operation.** Customer shall operate the Equipment only for its intended purpose and exclusively in connection with Customer's business.
d) **Inspection.** Customer shall permit Amrep (through any of its officers, employees, or agents) on reasonable notice to inspect the Equipment during regular business hours, and in compliance with Customer's reasonable security procedures.

10) **MAINTENANCE AND USE.** Subject to reasonable and normal wear and tear, unless otherwise stated in the attached Schedule(s), Customer shall keep each item of Equipment in good operating condition and repair and shall pay the costs of all repairs to each item of Equipment. Customer shall notify Amrep of any repair or maintenance due on each item of Equipment and shall have such repairs or maintenance done at an Amrep approved and authorized provider. Customer shall provide and pay for all gas, oil, anti-freeze fluid, lubrication and routine servicing for each item of Equipment. All service and repairs shall be done when needed and in compliance with Law, but in

any event no less often than as set forth in the Amrep owner's manual for such item of Equipment (receipt of which owner's manual is hereby acknowledged by Customer). Tread depth measurements of the Equipment's tires shall be made and documented immediately prior to the delivery of the Equipment. All tire repair and servicing shall be the responsibility of the Customer, unless otherwise stated on the attached Schedule(s). Customer shall provide to Amrep a record of all the foregoing maintenance and repair.

Customer agrees not to cause or permit Customer's drivers, employees or agents to make any repairs or adjustments to any item of Equipment or to tamper with the governors on any item of Equipment. Customer shall further abide by Amrep's directions concerning any emergency repair services. Amrep shall not be responsible for any repair of or service to any item of Equipment by a third party unless expressly authorized in advance by Amrep. Customer shall not subject any item of Equipment to misuse, abuse, negligence or excessive use.

11) **LOSS.** While the Equipment is leased/rented hereunder, Customer shall bear all risk of loss, damage, destruction, theft, condemnation, injury, cost, expense, claim or liability to, of or from such Equipment from any cause whatsoever ("Loss"). Customer shall notify Amrep in writing within 24 hours of any such Loss.

12) **INSURANCE.** Customer shall obtain and maintain at its expense on an occurrence basis the following minimum insurance coverages: (i) worker's compensation insurance as required by applicable law; (ii) employer's liability insurance in the minimum amount of $1,000,000 per occurrence; (iii) commercial general liability insurance including products coverage, contractual liability in a minimum amount of $2,000,000 per occurrence; (iv) comprehensive automobile liability insurance applicable to all owned and non-owned vehicles brought on site in a minimum amount of $1,000,000 per occurrence; (v) excess of (ii), (iii) and (iv) above, liability insurance in the additional minimum amount of $5,000,000 per occurrence. Furthermore, Customer shall be responsible to provide "all risk" property damage insurance to cover direct physical loss, damage or destruction to the Equipment based on replacement value with Amrep named as "Loss Payee." The insurance coverage may be written with deductible amounts acceptable to the Amrep. Lessor, its parents, subsidiaries and affiliates, and each of their respective directors, officers, employees, representatives and agents, shall be named as additional insured by endorsement on (iii) and (iv) above, including excess liability, and shall provide a certificate of insurance evidencing these coverages upon Lessor's request.

13) **USE, LOCATION AND MARKING OF EQUIPMENT.** Customer shall have the sole use, control and responsibility for each item of Equipment until it is returned to Amrep. Customer hereby affirms that it is leasing/renting each item of Equipment for a business or commercial purpose and that no item of Equipment shall be used for personal, family or household uses. Customer shall obey all federal, state and local Laws and regulations in using each item of Equipment and shall only allow any item of Equipment to be used by competent and qualified personnel. Customer shall use each item of Equipment only in California unless Amrep gives Customer written permission to use it in another state. In no event shall Customer transport or use any item of Equipment outside California without obtaining the prior written consent of Amrep, which consent may be granted or withheld in Amrep's sole and absolute discretion. Customer shall not modify any item of Equipment, tamper with or disable the odometer, or place any sign or mark on any item or Equipment without Amrep's consent and Customer shall pay the costs of repair and/or removing the modification or sign or markings and all needed repairs that are caused by such removal.

14) **TITLE AND OWNERSHIP.** The Equipment shall at all times remain the property of Amrep and Customer shall have no right or property interest therein during the Term of this Agreement. Amrep shall have the right to display notice of its ownership of the Equipment by affixing an identifying plate, stencil or other indicia of ownership on any item of Equipment. Upon Amrep's request, Customer shall execute and pay all filing costs of UCC financing statements, including, without limitation, continuation statements, deemed appropriate by Amrep, covering any item of Equipment and setting forth Amrep's interest therein. Customer shall not pledge, encumber or permit any lien to attach to any item of Equipment.

15) **TERMINATION and DEFAULT.**

a) **Termination.** Except as otherwise set forth herein, this Agreement shall terminate with respect to each item of Equipment upon the occurrence of all of the following events with respect to each item of Equipment: (i) the end of the Term of this Agreement for such item of Equipment; (ii) the return of such item of Equipment to Amrep in the required conditions, and (iii) the payment by Customer of all amounts owed to Amrep under this Agreement. Notwithstanding the foregoing, Amrep may (x) immediately terminate this Agreement pursuant to Section 15(c) in the Event of Default and (y) terminate this Agreement upon giving 30 days' prior written notice to Customer, at Amrep's sole and absolute discretion.

b) **Events of Default.** Time is of the essence of this Agreement. Each of the following events is an "Event of Default" under this Agreement: (i) Customer fails to pay on or before the due date the full amount of Rent or any other payment due hereunder; (ii) if Customer violates, neglects, defaults, neglects or fails in the observance or performance of any other term, covenant or condition of this Agreement and fails to remedy such default within 5 business days after notice of such default by Amrep to Customer; or (iii) Amrep reasonably deems any item of Equipment to be in danger of misuse, confiscation, damage or destruction.

c) **Remedies.** If an Event of Default occurs and is continuing, Amrep may, in its sole discretion, exercise one or more of the following remedies, immediately and without legal proceedings or notice to Customer (and at Customer's expense) and without liability for any damages occasioned thereby (i) declare this Agreement in default; (ii) terminate this Agreement in whole or in part; (iii) take possession of, or render unusable, the Equipment wherever it may be located, without demand or notice, without any court order or other process of law and without liability to Customer for any damages occasioned by such action; (iv) require Customer to deliver the Equipment at a location designated by Amrep; (v) proceed by court action to recover all damages and expenses incurred by Amrep by reason of any Event of Default; or (vi) exercise any other right or remedy available to Amrep at law or in equity.

Customer herby expressly waives any rights it may have to possession of any item of Equipment after default and all claims it may have for damages or injuries suffered through or loss caused by any repossession, sale or other disposition of any item of Equipment hereunder. Nothing herein contained shall require Amrep to re-lease, re-rent, sell or otherwise dispose of any item of Equipment.

Amrep's shall have all of the rights and remedies permitted at law and equity, and such rights and remedies are cumulative any may be exercised concurrently and repeatedly and the exercise of one remedy shall not be deemed an election of remedies. No waiver of a default is a waiver of any other default or subsequent breach of this Agreement by Customer. In addition to all other charges provided under this Agreement, Customer agrees to pay all removal, freight, storage, labor and other charges and costs insured by Amrep as a result of Customer's breach of this Agreement.

16) **Hold Harmless, Defense and Indemnity.**

a) To the fullest extent permitted by law, Amrep shall immediately defend, indemnify, and hold harmless Customer, its legislative and advisory bodies, and the Customer's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Amrep's performance of this Agreement or Amrep's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Amrep's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 16 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

b) The duty to defend is a separate and distinct obligation from Amrep's duty to indemnify. Amrep shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the Customer Attorney immediately upon tender to Amrep of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve Amrep from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Amrep asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Amrep may submit a claim to Customer for reimbursement of reasonable attorneys' fees and defense costs.

c) The review, acceptance or approval of Amrep's work or work product by any of the Indemnitees shall not affect, relieve or reduce Amrep's indemnification or defense obligations. This Section 16 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 16 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

d) Amrep warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the Customer has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Amrep shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that Customer's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Amrep shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the Customer is held to constitute an infringement and the use of any of the same is enjoined, Amrep, at its own expense, shall: secure for Customer the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for Customer; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e) Amrep is and shall at all times remain, as to Customer, a wholly independent contractor. Neither Customer nor any of its employees or agents shall have control over the conduct of Amrep or any of its employees, except as stated in this Agreement. Amrep has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Amrep, and it is free to dispose of all portions of its time which it is not obligated to devote to Customer in such a manner and to such persons, firms, or corporations as Amrep wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Amrep from rendering any services for Amrep's own account or to any other person or entity as Amrep in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Amrep shall perform for the Customer. Except as Customer's Project Manager specifies in writing, Amrep and its employees and agents have no authority, express or implied, to act on behalf of Customer in any capacity, to incur any debt, obligation or liability on behalf of Customer, bind Customer in any manner, or otherwise act on behalf of Customer as an agent. Amrep and its employees are not employees of Customer. Amrep and its employees are not entitled to receive from Customer any of the benefits or rights afforded employees of Customer, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Amrep shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of Customer. Amrep agrees to pay all required taxes on amounts paid to Amrep under this Agreement, and to indemnify and hold Customer harmless from any and all taxes, assessments, penalties, and interest asserted against Customer by reason of the independent contractor relationship created by this Agreement. Amrep shall be solely responsible for, and shall save Customer harmless from, all matters relating to the payment of Amrep's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. Customer shall have the right to offset against the amount of any compensation due to Amrep under this Agreement any amount due to Customer from Amrep as a result of its failure to promptly pay to Customer any reimbursement or indemnification arising under this Section.

f) Amrep shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Amrep shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

17) RETURN OF EQUIPMENT.

a) Obligation to Return Equipment. Customer shall, at its expense, no later than the expiration of the Term or upon termination, whichever first occurs, return the Equipment to the Amrep at the address shown above or to such other place as Amrep may direct.

b) Condition of Equipment Upon Return. Customer shall cause the Equipment returned under this Agreement to (i) be free and clear of all liens (other than Amrep liens, if any) and rights of third parties; and (ii) be in the same condition as when delivered to Customer, ordinary wear and tear excepted. If, upon completion of the Term, Amrep determines that any item of Equipment has been subject to excess wear and tear, Customer will be responsible and liable for the cost to restore the item of Equipment to the required condition.

18) MISCELLANEOUS.

a) **Notices.** All formal notices required or permitted under this Agreement shall be in writing and either delivered in person or sent by recorded, certified, registered or recorded express mail service, return receipt requested, postage or courier fees prepaid, to the addresses of the Parties set forth above. Changes in the addresses to which such notices shall be delivered may be made by written notice given in accordance herewith. Routine communications related to this Agreement may be by letter, electronic mail, fax or telephone.

b) **Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

c) **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties to this Agreement shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

d) **Entire Agreement.** This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

e) **Amendment and Modification.** No amendment to or rescission, termination or discharge of this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination or discharge of this Agreement and signed by an authorized representative of each party to this Agreement.

f) **Waiver.** No provision of this Agreement shall be deemed waived without express written notice of waiver. Failure to demand strict performance in one instance shall not be deemed to waive either Party's right to insist on strict performance in any other instance.

g) **Cumulative Remedies.** All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties or otherwise.

h) **Assignment.** Customer may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Amrep, which consent Amrep shall not unreasonably withhold or delay. Any purported assignment in violation of this Section is null and void. No assignment relieves the assigning party of any of its obligations under this Agreement.

i) **Successors and Assigns.** This Agreement is binding on and inures to the benefit of the parties to this Agreement and their respective permitted successors and permitted assigns.

j) **No Third-party Beneficiaries.** This Agreement benefits solely the parties to this Agreement and their respective permitted successors and permitted assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

k) **Governing Law.** Any disputes regarding this Agreement shall be determined in the Courts and governed by the laws of the state of California.

l) **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

m) **Force Majeure.** Amrep shall not be liable or responsible to Customer, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results

from acts beyond Amrep's reasonable control, including, without limitation: (i) acts of God; (ii) flood, fire, earthquake or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order or law; (v) actions, embargoes or blockades in effect on or after the date of this Agreement; (vi) action by any Governmental Authority; (vii) national or regional emergency; (viii) shortage of adequate power or transportation facilities; and (ix) plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions (each a "Force Majeure Event").

n) **Relationship of Parties.** Nothing herein creates a joint venture or partnership between the parties to this Agreement or an employee/employer relationship. Customer is an independent contractor pursuant to this Agreement. Neither party to this Agreement has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement or undertaking with any third party.

o) **Attorney's Fees.** In the event Amrep engages an attorney to enforce any provision of this Agreement, Customer agrees to pay to Amrep upon demand an amount equal to Amrep's reasonable attorney's fees, costs and expenses.

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed as of the date first written above by their duly authorized respective officers.

CUSTOMER: City of Oxnard

By: Tim Flynn

Name: Tim Flynn
Title: Mayor
Date: 6/16/20

AMREP MANUFACTURING COMPANY, LLC

By: _____

Name: Eric L. Mattson
Title: President
Date: _____

APPROVED AS TO FORM:

Stephen M. Fischer
City Attorney

from acts beyond Amrep's reasonable control, including, without limitation: (i) acts of God; (ii) flood, fire, earthquake or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order or law; (v) actions, embargoes or blockades in effect on or after the date of this Agreement; (vi) action by any Governmental Authority; (vii) national or regional emergency; (viii) shortage of adequate power or transportation facilities; and (ix) plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions (each a "Force Majeure Event").

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IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed as of the date first written above by their duly authorized respective officers.

CUSTOMER: _____

By: _____

Name: _____
Title: _____
Date: _____

AMREP MANUFACTURING COMPANY, LLC

By: _____

Name: Eric L. Mattson
Title: President
Date: 6/1/2020

APPROVED AS TO FORM:

Stephen M. Fischer
City Attorney

SCHEDULE A

AMREP FRONT LOADER REFUSE TRUCKS

EQUIPMENT DESCRIPTION:

1. **EQUIPMENT DESCRIPTION (YEAR/MAKE/MODEL):**
   EQUIPMENT VIN:
   EQUIPMENT REPLACEMENT VALUE:
   COMMENCEMENT DATE:
   LEASE/RENT TERM: 6 months, with month-to-month term thereafter to a maximum of 12 continuous months; Customer shall provide 1-months' notice of any month-to-month termination, which will be effective the end of the month following such termination notice

2. **EQUIPMENT DESCRIPTION (YEAR/MAKE/MODEL):**
   EQUIPMENT VIN:
   EQUIPMENT REPLACEMENT VALUE:
   COMMENCEMENT DATE:
   LEASE/RENT TERM: 6 months, with month-to-month term thereafter to a maximum of 12 continuous months; Customer shall provide 1-months' notice of any month-to-month termination, which will be effective the end of the month following such termination notice

3. **EQUIPMENT DESCRIPTION (YEAR/MAKE/MODEL):**
   EQUIPMENT VIN:
   EQUIPMENT REPLACEMENT VALUE:
   COMMENCEMENT DATE:
   LEASE/RENT TERM: 6 months, with month-to-month term thereafter to a maximum of 12 continuous months; Customer shall provide 1-months' notice of any month-to-month termination, which will be effective the end of the month following such termination notice

CONTINUE FOR ADDITIONAL EQUIPMENT

SCHEDULE B

LIMITED WARRANTY

AMREP PRODUCT LIMITED WARRANTIES, DISCLAIMERS OF WARRANTIES, LIMITATION OF LIABILITIES AND REMEDIES, AND LIMITED WARRANTY PERIODS

Amrep warrants only Products of its manufacture, sold by Amrep, or by an Amrep authorized distributor, for normal and intended use and service and for specific periods against operational failure caused by proven defective material or workmanship. Amrep's obligations under this warranty are limited to the repair, replacement or credit, as hereinafter provided at its option, of such Product and/or parts and components thereof. For Products (including parts and/or components) manufactured or supplied by other parties (including but not limited to engines, motor vehicles, special equipment, accessories, tires and fittings), Amrep shall endeavor to provide such third-party manufacturer warranties, as applicable and to the extent such warranty is transferrable or assignable. All express or implied warranties are limited to those expressly provided herein; and Amrep makes no other warranty or other duty of its own on any Product, including those warranted by any such third party, and expressly disclaims and does not obligate itself to any warranty on any Product, unless it delivers to Customer a separate written certificate specifically warranting the Product. Customer must complete a Product Warranty Registration Form, where applicable (retaining a copy for Customer's records) and provide proof of purchase or ownership.

Specific warranty periods are listed herein. Repair or replacement does not extend the warranty beyond the original period and repaired or replaced parts are warranted for the balance of the original warranty period for the original part. Some states do not allow limitations on how long an implied warranty lasts, the exclusion or limitation of incidental or consequential damages, and any such limitations will conform these Amrep warranties thereto (Customers may also have other specific rights which vary from state to state).

Amrep does not warrant or make any representations concerning Product when the Product is not installed and/or used in strict accordance with good installation, service and maintenance practices or operating instructions. Amrep does not warrant Product that has been altered, disassembled or re-designed; improperly installed, serviced, maintained, handled or repaired; combined with unapproved non-Amrep products without Amrep authorization; contaminated with or exposed to oil, grease, water (including salination), chemicals or solvents; damaged or fails to perform as a result of accident, acts of God, lack of reasonable and proper protection during storage or use, overheating, negligence, misuse, vandalism, damage from wildlife, loading or exceeding the manufacturer's rated or recommended capacity; damage from automated grasper; in contravention of specifically excluded use or any other unauthorized use other than originally intended, authorized, instructed or beyond the control of Amrep. This warranty does not apply to normal operating costs and adjustments, including but not limited to adjusting pressure settings, limit switches, timers, relays, fuses, loss of hydraulic oil, cable or filter replacement or normal cosmetic or mechanical wear and tear. Amrep does not warrant any used Products, which are sold "as is" unless otherwise expressly noted by Amrep. Further, Amrep does not warrant any Products that have had serial numbers removed, altered or defaced. Amrep shall have no liability for any special, punitive, incidental, liquidated or consequential damages, including but not limited to loss of profits, damages to other parts or equipment, cost of capital or interest, any claim for authorized labor charges incurred in diagnosing or replacing a defective Product, towing charges, travel costs, meals, lodging, telephone charges, fuel, storage, loss of use, loss of hydraulic oil, unauthorized repairs, or injury to person or property, to the maximum extent allowable under applicable law. If Amrep, without separate compensation therefore, furnishes Customer, Customer's customer or end user with advice or other assistance concerning any Product or equipment in which the Product may be installed, the furnishing of such advice or assistance will not subject Amrep to any liability whether in contract, tort (including negligence and strict liability) or otherwise. If any sample, model or demonstration was shown to or provided Customer, such sample, model or demonstration merely illustrates the general type and quality of Product and is not to be construed as a representation. If Amrep authorizes any labor costs associated herewith, such will be solely in accordance with Amrep established labor rates.

Authorization for repairs or related work on Products other than at a Amrep facility or authorized service center must be through prior written consent by Amrep; failure to obtain such prior consent shall void this warranty. All claims for reimbursement must be filed with proper documentation no later than forty-five (45) days after occurrence. Travel time approved in advance by Amrep for authorized service work is limited to two (2) hours maximum per service call.
As the exclusive remedy, provided such Product is manufactured by Amrep and deemed by Amrep to be defective, Amrep shall, at its sole option (i) repair or replace the defective Product, parts or component(s) thereof at our factory or elsewhere (in our discretion); (ii) provide Customer with a credit on its account in an amount equal to the original purchase Price of the defective Product; and/or (iii) require that Customer tender any such claims to the third party manufacturer or supplier of the Product, as applicable, upon which Amrep may endeavor to assist Customer or Customer's customer in resolution. Amrep will accept warranty claims only from the Customer or in the event of Customer's resale, redistribution, installation or other similar action, unless otherwise noted, from Customer's customer, end user or third party that directly purchased the Product through a legitimate action. Amrep reserves the right to examine all Product to determine whether or not the warranted Product qualifies for the exclusive remedy set forth in these Amrep Terms. No benefits or remedies are available under this limited warranty while the Invoice for the Product remains outstanding.
In any action brought against Amrep, regardless of the form or forum, Amrep shall not be liable to Customer, end user, customer or any third party for special, consequential, incidental, liquidated or punitive damages and, under no circumstances shall any award against Amrep in favor of Customer, end user, customer or any third party exceed the amount paid to Amrep by Customer for the Product, to the extent allowed by law. Amrep shall not indemnify Customer, end user, customer or any third party from potential claims by or against a third-party manufacturer or supplier. Further, Amrep shall not indemnify Customer, Customer's customers, end users or any third party against any claims, including but not limited to product liability claims or workers compensation claims. The parties agree that the foregoing remedy is reasonable and does not cause the Amrep's Limited Warranty to fail of its essential purpose.
In the event of Customer's resale, redistribution, installation or other similar action of any of the Products sold hereunder, in whatever form unless otherwise expressly notified by Amrep, Customer shall merely and solely pass the applicable Amrep limited warranties herein on to Customer's customer, end user or third party, as applicable, but make no warranty on its own binding Amrep, third party manufacturer or supplier or any others, and shall notify such purchaser, customer, end user or third party of this disclaimer of any Amrep warranty, in writing or otherwise.

Customer and Customer's customers, end users or third parties assume all risk and liability for loss or damage resulting from the handling, use, storage, disposal or application of the Products delivered hereunder. Further, Customer and as applicable, Customer's customers, end users or third parties shall defend, indemnify and hold harmless Amrep (and Amrep's parent company, its subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees, individually and collectively "Indemnified Parties") against any and all claims, demands, judgments, loss, injury, death, damage, liability, deficiency, actions, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers arising out of or occurring in connection with the Products purchased from Amrep and involving Customer's and/or Customer's customers', end users', or third parties' acts, omissions, negligence, misconduct; or relating to a breach or non-fulfillment of any representation, warranty or covenant under this Agreement by Customer or Customer's personnel; or alleging or relating to any bodily injury, death of any person or damage to real or tangible personal property caused by the acts or omissions of Customer or its personnel and/or Customer's customers, end users, or third parties; or relating to a purchase of a Product by any person or entity purchasing directly or indirectly through Customer and not directly relating to a claim of Limited Warranty breach; or relating to any failure by Customer or its personnel and/or Customer's customers, end users, or third parties to comply with any applicable laws or regulations. The right of Indemnified Parties to be indemnified and held harmless under the foregoing shall not be exclusive but shall be in addition to any and all other rights and remedies to which Indemnified Parties may be entitled under this Agreement or otherwise.

Customer and/or Customer's customers, end users, or third parties agree to familiarize itself and keep informed (without reliance on Amrep) with regards to any hazards to persons and/or property involved in handling, use, storage, disposal or application of the Products. Customer and/or Customer's customers, end users, or third parties shall advise its employees, customers, independent contractors and others who handle, use, store, dispose or apply such Products of any such hazards. Customer and/or Customer's customers, end users, or third parties represent and warrant that the Products sold by Amrep will not be used in connection with any applications where failure or malfunction could create a situation in which personal injury or death is likely to, or could occur.

THESE LIMITED AND CONDITIONAL WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED REPRESENTATIONS, SPECIFICATIONS, WARRANTIES AND REMEDIES, HEREIN OR ELSEWHERE, OR WHICH MAY ARISE UNDER LAW OR EQUITY, OR PURSUANT TO ANY COURSE OF DEALING OR CUSTOM OR USAGE OF TRADE, AND AMREP EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR, SPECIFIED OR INTENDED PURPOSE OR USE OF THE PRODUCT, EXCEPT FOR WARRANTY OF TITLE. THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE SEPARATE WRITTEN WARRANTY REFERENCED ON THE FACE HEREOF. NON-PAYMENT SIXTY (60) DAYS PAST THE DATE OF AN INVOICE MAY VOID WARRANTY.
DETERMINATION OF THE SUITABILITY OF THE PRODUCT COVERED BY THIS AGREEMENT FOR THE USE CONTEMPLATED BY THE CUSTOMER OR CUSTOMER'S CUSTOMERS IS THE SOLE RESPONSIBILITY OF THE CUSTOMER IN CONNECTION THEREWITH; CUSTOMER ASSUMES ALL RISK AND LIABILITY FOR LOSS, DAMAGE OR INJURY ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCIDENT TO THE USE OR POSSESSION OF THE PRODUCT FURNISHED UNDER THIS AGREEMENT, OR THE SUPPLYING OF PRODUCTS TO CUSTOMER OR ANY SERVICES PROVIDED TO CUSTOMER, ANY THIRD PARTY RIGHTS IN THE PRODUCTS OR ANY USE OF THE PRODUCTS OR THE RESULTS OR DECISIONS MADE OR OBTAINED BY USERS OF THE PRODUCTS, EVEN IF AMREP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
CUSTOMER'S AND/OR CUSTOMER'S CUSTOMERS', END USERS' OR THIRD PARTIES' SOLE AND EXCLUSIVE REMEDY AGAINST AMREP SHALL BE THE REMEDY OF DEFECT IN PRODUCT DELIVERED HEREUNDER AS PROVIDED BY, AND WITHIN THE TIME PERIOD SPECIFIED IN AMREP'S LIMITED WARRANTY SET FORTH HEREIN. AMREP'S LIMITED WARRANTY CONSTITUTES THE SOLE REMEDY OF CUSTOMER AND CUSTOMER'S CUSTOMERS, END USERS OR THIRD PARTIES, AS APPLICABLE WITH RESPECT TO OR ARISING OUT OF THE EQUIPMENT, PRODUCT OR SERVICES OF AMREP, WHETHER BASED ON CONTRACT, MANUFACTURER, SALE, ALTERATION, USE, REPAIR, REPLACEMENT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE. NOTWITHSTANDING ANY OTHER PROVISIONS HEREOF, IN NO EVENT SHALL AMREP BE LIABLE TO CUSTOMER, CUSTOMER'S CUSTOMER, END USER OR THIRD PARTY, OR MANUFACTURE, SALE, ALTERATION, USE, REPAIR, REPLACEMENT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY OR OTHERWISE), FOR LOSS OF ANTICIPATED PROFITS, LOST SALES, INJURY TO PERSONS OR PROPERTY, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION, FORCE MAJEURE OR INCREASED EXPENSE OF OPERATION, SERVICE INTERRUPTIONS, CLAIMS OF CUSTOMERS, END USERS OR THIRD PARTIES OF CUSTOMER AND CUSTOMER'S CUSTOMERS', END USERS' OR THIRD PARTY'S COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE, OR FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGES OF ANY KIND WHATSOEVER.

LIMITED WARRANTY PERIODS

The warranty period for all Amrep Manufacturing Company Products manufactured and provided by Amrep Manufacturing Company or an Amrep Manufacturing Company authorized dealer is for a period of one (1) year structural, parts and labor from the date of shipment from the Amrep Manufacturing Company designated shipping point, unless otherwise specifically indicated as follows:

- Aftermarket Parts – Six (6) months from the date of shipment from the Amrep shipping point
- Service – Six (6) months from the date of completion of service

AMREP Inc.
1555 S. Cucamonga Ave, Ontario, CA 91761 Ph# (909) 923-0430 FAX (909) 923-2485
http://www.amepinc.com
Manufacturer of Quality Refuse Equipment

PROPOSAL

30732 Rental

FOR: City of Oxnard CA	Contact: Ignacio Carrillo	Date: 04/09/2020
111 South Del Norte Blvd.	Phone: 805-385-8220	Salesman: Rob Strange
Oxnard CA ZIP 93030	Fax: 805-487-3860	Title: National Sales
CUSTOMER: Oxnard City CA	E-Mail: ignacio.carrillo@oxnard.org	rstrange@amrepinc.com

DESCRIPTION OF RENTAL EQUIPMENT BODY & CHASSIS

BODY:21' HX450FL Body Style - 40 Cubic Yard Capacity
Body Material:

Hopper Lower - 4mm Hardox® AR450 - 175,000 PSI Abrasion Resistant Steel
Body Lower - 4 mm Hardox® AR450 - 175,000 PSI Abrasion Resistant Steel
Body Upper - 1/8" Hardox® AR450 - 175,000 PSI Abrasion Resistant Steel
Full Packer Blade
Fixed Side Pocket Forks
Modular Electrical System With Packer Computer and Display
"Plug & Socket" Weather Resistant Harness System
LED Lighting Package With Mid Body Turn Signals
Inside & Outside Air Controls
Body Service Hoist
Broom & Shovel Mounted On Body Shell
20# Fire Extinguisher Mounted On Tandem Fender
Rear Strobe Mounted At Lower Door

CHASSIS :PETERBILT 520 -2020 dealer RUSH TX Stock Number 1049675 Front axle 20,000# Rear Axle 46,000# RT46-160
Paccar MX-11 Allison 4500 RDS Transmission
315/80R 22.5 20 Ply M870 x 10 each
ALCOA 89U637 22.5X9.00 x 10 each
MIRRORS SSTL EACH SIDE HTD & MTRZD P 7-
MIRROR BRKT; INCLUDES DUAL DOOR STOPS
(2)CONVEX 8" SS MIRROR, CNTR MTD UNDER
Radio Running lights Standard & Ecco back up alarm
AWTI TAILGATE CAMERA, 5 GALLON SPILL KIT
Steel Tool Box Peterson Strobe 6 light package

	PRICE	QTY	TOTAL
RENTAL AGREEMENT TERMS PER MONTH PRICING: * RENTAL PERIOD 6 MONTHS (rental can be extended on a month to month basis) * 5 EACH COMMERCIAL FRONT END LOADER * DELEIVERY FROM ONTARIO CA TO OXNARD CA NO CHARGE * CONDITION IS: NEW (no prior in service) * 1st Month Rental Fee Due @ Signing & 5th day of each Subsequent Month * All other Terms and Conditions please refer to Lease Agreement Enclosed			
Unit Base Price	$7,400.00 per month per truck	7	$51,800.00 monthly
		MONTHLY SUB TOTAL	$51,800.00
		TAXES TBD	$

Out Of State Deliveries Must Be Performed By Common Carrier

Proposal Valid For 30 Days From Date For Acceptance And

	$0.00
Freight	No Charge
TOTAL	

F.O.B.: City of Oxnard
DELIVERY: 10 days Upon Receipt of Signed Contract
SIGNATURE: DATE:

LIABILITY: It is mulually agreed that; in case of fires, labor difficulties, embargoes, delays in transportation, delays of subcontractors, requirements of orders now or hereafter from the U.S. Government, and other cause beyond our control, neither the purchaser or AMREP, INC. is to hold the other liable for any damage nor expense in any form whatsoever. All prices quoted herein are for immediate acceptance unless other wise stated, and subject to change without notice. Stenographic and/or derical errors are subject to correction. Nor verbal orders or commitments by salesman will be recognized.
ACCEPTANCE: This order is accepted by AMREP, INC. only when formally approved by the Renter and the authorized officer of AMREP, INC. and will not be thereafter subject to cancellation.

CITY OF OXNARD CALIFORNIA

CITY FINANCIALS BY THE NUMBERS

Checkbook Explorer Developers Help

Business Data

based on Business Data

Businesses with a current Business Tax Certificate

More Views | Filter | Visualize | Export | Discuss | Embed | About

Classification	RETAIL SALES	WithinCity	No	MailingAddress2	
Units		Telephone	909 923-0430	MailingCity	CHARLOTTE
BusinessName		Opened	02/22/2019	MailingState	NC
AMREP MANUFACTURING COMPANY LL		ControlNum	113565	MailingZip	28211
Address	OUTSIDE OF OXNARD	TaxCertNum	21-124868	OwnershipType	LL
City	OXNARD	Expires	10/31/2020	Location	
State	CA	Owner			
ZipCode	93030	AMREP MANUFACTURING COMPANY			
		MailingAddress1			
		6525 MORRISON BLVD STE 300			

CITY OF OXNARD CALIFORNIA

Purchasing Department
Purchasing Procedure

Negotiated Contract
Sole/Single (NSS Form)

Purchasing requires written justification from the requesting department within the department explaining why this is the only source for the requirement. Please check the applicable box.

Definition

- ☐ **Negotiated Contract:** When no bids or no responsive bids are received/obtained, the purchasing manager is authorized to negotiate for written proposals without a formal solicitation process for a city contract.
  Formal/informal solicitation with one bid/proposal response received (Bid # and Close date):
- ☐ **Confidential agreement** for City Attorney and/or Chief of Police (backup docs may be redacted)
- ☐ **Sole Source:** Unique materials, supplies, equipment or services, which can be obtained from only one known source, proprietary equipment/technology, copyright, singular characteristics or performance capabilities or which have exclusive compatibility components with existing City products.
- ☒ **Single Source:** A procurement decision whereby purchases are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available.
- ☐ **Urgent:** Informal or formal solicitations for supplies, equipment or services (except Public Projects) shall not apply in a situation in which, at the City Manager's discretion, does not permit obtaining price quotations or bids and public interest and necessity demand the immediate expenditure of public money to avoid harm to or safeguard life, health or property or to mitigate severe economic expenses. Provide the supporting documentation with a completed NSS form to the Purchasing Division of the urgent products/services with the City Manager's signature.

WRITTEN JUSTIFICATION

The below information is provided in support of my Department requesting approval for a negotiated or sole/single source (NSS form). (*Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.*)

1. Vendor Legal Business Name: **AMREP, INC. WHICH WILL DO BUSINESS IN CALIFORNIA AS AMREP U.S.A., INC.**

2. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide to include: (Please check one or more of the options below)
   - ☒ Unique: e.g. Feature(s) that make the item/service unique and why you need this uniqueness.
   - ☒ Compatibility: e.g. Compatibility with or component of, an existing item; provide enough detail to demonstrate that compatibility is necessary.
   - ☒ Territory: Provide a letter from the Manufacturer that its' supplier/reseller holds a service contract and must supply parts to accomplish a contract.
   - ☐ Emergency order: No other supplier available at the time. (Must be declared by the City Manage/City Council).
   - ☐ Urgent: City Manager approves waiving the formal competitive solicitation, over $200,000
   - ☒ Proprietary purchase: No other supplier available. Provide verified evidence that the purchasing is truly proprietary. I.E. letter from manufacturer that their product is proprietary and that no other product on the open market exists.

3. The basis upon which the price/cost was determined to be fair and reasonable. The price justification to include: (Please check one or more of the options below)
   - ☐ Comparison to product catalog.
   - ☐ Comparison to similar product/service.
   - ☐ Published price lists.
   - ☐ Prices quoted are less than or equal to, that quoted to other governmental agencies.
   - ☒ Records of previously bid items that were similar.
   - ☒ Proven industry standard.

4. Provide a brief written explanation for this product/services. (forms with this field missing will be returned. You may attach a separate sheet if you prefer) **Refuse collection fleet has been impacted by multiple vehicle breakdowns. In order to maintain operational integrity, the Environmental Resources Division (ER) seeks the rental of seven (7) front loader collection vehicles. ER's current waste collection fleet is Amrep brand vehicles. City drivers have been trained and are familiar with the Amrep vehicle controls and vehicle layouts. Renting non-Amrep front loader vehicles would impact productivity and increase costs to the City as additional specialized training for employees would be necessary. The term of rental is not to exceed one year. ER expects to surrender rented units on a staggered schedule as newly purchased vehicles are delivered from manufacturer.**

5. Identify all costs for this requested purchase:

Product/Service Description:	Fiscal Year: **20/21**
One-Time Costs (Describe):	
Ongoing Costs (Describe): **Monthly Rental of 7 Units**	**$51,800/mo.**
Annual Total Costs: Add the total by year	**$621,600**

6. Period of Performance:

From:	**July 2020**	To:	**June 2021**	Or One-Time Purchase	

I HEREBY CERTIFY THAT:

1) I am an approved department representative, and am aware of the City's requirements for competitive bidding, as well as, the criteria for justification for negotiated contract/sole/single source purchase.
2) There is justification for a negotiated contract/sole/single source purchase noted above as it meets the City's criteria.

Department: **Public Works – ER** Requestor Name (Print Name): **Todd Vasquez-Housley**
Please print

Authorized Department Director or designee: R Gaglione
Please print/sign name Date:

Below to be processed by Purchasing: ☐ Approved or ☐ Denied

Notes:

Purchasing Buyer: / N/A
Under $25,000 Please Sign Date:

CITY OF OXNARD CALIFORNIA

Purchasing Department
Purchasing Procedure

Negotiated Contract
Sole/Single (NSS Form)

Purchasing Manager: Daniel Willhite	/ N/A	
Up to $100,000	Please Sign	Date:
City Manager: Alexander Nguyen	/ N/A	
$100,001 to $200,000	Please Sign	Date:
Mayor: Tim Flynn	/ Tim Flynn	6/16/20
$200,001 +	Please Sign	Date:

Tracking number assigned by the Purchasing Department only.

Tracking#		Not to Exceed Amount:	$	FY:	

APPROVED AS TO FORM:

Stephen M. Fischer
City Attorney

Agreement No. A-8221

FRIST AMENDMENT TO MASTER EQUIPMENT LEASE/RENTAL AGREEMENT

This First Amendment ("First Amendment") to the master equipment lease/rental agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 15th day of June, 2021 by and between the City of Oxnard, a municipal corporation ("City"), and Big Truck Rental, LLC ("BTR"). This First Amendment amends the Agreement entered into on June 16, 2020, by City and Amrep Manufacturing Company, LLC (Amrep).

WHERAS, on October 20, 2020 Amrep assigned the Agreement to BTR and the City approved of such assignment.

NOW THEREFORE, City and BTR agree as follows:

1. The lease/rental terms set forth in Exhibit "A" of the Agreement are hereby extended on a month to month basis for an additional twelve (12) months for a maximum lease/rental term of twenty four (24) months.

2. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

COUNCIL APPROVED
06-15-2021 I.5
DATE

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

6-15-21

☒ John C. Zaragoza, Mayor1 Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ _____, Buyer

ATTEST:

R Chaparro 6/15/21

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

for 3/24/21

Stephen M. Fischer, City Attorney (always required) Date

BIG TRUCK RENTAL, LLC

_____ _____
Scott Smith, Date
Director of Municipal Sales

_____ _____
Eric Voss, Date
Vice President, Sales

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ _____, Buyer

ATTEST:

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

BIG TRUCK RENTAL, LLC

Scott Smith, 3/19/21
Director of Municipal Sales Date

Eric Voss, 3.23.21
Vice President, Sales Date

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

SECOND AMENDMENT TO MASTER EQUIPMENT LEASE/RENTAL AGREEMENT

This Second Amendment ("Second Amendment") to the master equipment lease/rental ("Agreement") is made and entered into in the County of Ventura, State of California, this 21st day of December, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Big Truck Rental, LLC ("BTR"). This Second Amendment amends the Agreement entered into on June 16, 2020, by City and Amrep Manufacturing Company, LLC (Amrep). The Agreement previously has been amended on June 15, 2021, by a First Amendment.

WHEREAS, on October 20, 2020 Amrep assigned the Agreement to BTR and the City approved of such assignment.

NOW THEREFORE, City and BTR agree as follows:

1. In Section 3 of the Agreement, the selected answer is hereby amended to state: "Customer shall pay BTR the sum of $7,400.00 per month per item of front loader Equipment and the sum of $8,750 per month per item of side loader Equipment ("Rent") for the right to possess and use each item of Equipment during the Term. The first month's lease/rent payment for each item of Equipment on the attached Schedule(s) is due upon signing this Agreement. Subsequent lease/rent payments are due by the 5th of each subsequent month of the Term. Any other amounts hereunder are due within 10 days of the date of the related BTR invoice."

2. The following is attached hereto and incorporated herein by this reference into the Agreement: Side Loader Refuse Trucks Exhibit - B

3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

COUNCIL APPROVED
12-21-2021 J-12(1)
DATE

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

12-21-21

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ _____, Buyer

ATTEST:

R. Chaparro 12/21/21

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

11/8/21

Stephen M. Fischer, City Date
Attorney (always required)

BIG TRUCK RENTAL, LLC

10/29/2021

Scott Smith, Date
Director of Municipal Sales

11.1.21

Eric Voss, Date
Vice President, Sales

1

Exhibit - B
Side Loader Refuse Trucks

BTR SUPPLEMENTAL AGREEMENT

BIG TRUCK RENTAL

Company Address	5001 W. Lemon St. Tampa, FL 33609	Created Date	10/19/2021
Prepared By	Scott Smith	Email	scotts@bigtruckrental.com
		Quote Number	00022589

CUSTOMER INFORMATION

Billing Customer	City of Oxnard	Rental Customer	City of Oxnard
Billing Contact	Jose Alvarez	Shipping Contact	Jose Alvarez
Billing Address	111 S Del Norte Blvd Oxnard CA 93030	Shipping Address	111 South Del Norte Boulevard Oxnard CA 93030 United States
Billing Email	jose.alvarez@oxnard.org	Shipping Email	jose.alvarez@oxnard.org
Billing Phone	805-814-2716	Shipping Phone	805-814-2716
Billing Mobile	8052072125	Shipping Mobile	8052072125

Product Details

Asset Number	Year	Chassis Make	Chassis Model	Chassis VIN	Product Family	License Plate	Miles	Hours
4020074	2021	Peterbilt	520	3BPDLK0X8MF109931	SIDE LOADER	MB68AC	25,472	1,635
					SIDE LOADER		0	0
					SIDE LOADER		0	0
					SIDE LOADER		0	0
					SIDE LOADER		0	0
					SIDE LOADER		0	0
					SIDE LOADER		0	0
4020023	2021	Peterbilt	520	3BPDLK0XXMF108313	SIDE LOADER	MB15AI	18,335	1,206

Pricing Details

Quantity	Sales Price	Total Product Price	Transportation Cost
4.00	$2,187.50	$8,750.00	$1,400.00
4.00	$2,187.50	$8,750.00	$6,175.00
4.00	$2,187.50	$8,750.00	$6,175.00
4.00	$2,187.50	$8,750.00	$6,175.00
4.00	$2,187.50	$8,750.00	$6,175.00
4.00	$2,187.50	$8,750.00	$6,175.00
4.00	$2,187.50	$8,750.00	$6,175.00
4.00	$2,187.50	$8,750.00	$1,400.00

RENTAL CONTRACT PRICING SUMMARY

Order Subtotal	$70,000.00	Total Amount Due	$109,850.00
Total Security Deposit	$0.00		

BTR SUPPLEMENTAL AGREEMENT

Total Transportation Cost $39,850.00

NOTES/EXPLANATION OF ADDITIONAL COSTS:

Special Terms

Pricing is for the monthly (4 week) rental rate of 8 automated side loaders and is based on OMNIA Partners national cooperative contract #2019000319

Transportation cost is a one-time fee and is based on location of trucks at time of rental. Currently, 2 trucks are available at our Las Vegas dealer location and quote has been adjusted accordingly. The other 6 trucks include estimated transport amounts - actual will be determined at time of rental

RENTAL REMINDERS

MASTER RENTAL AGREEMENT: This document supplements the Master Rental Agreement, which the Customer signed and is subject to all provisions therein.

INSURANCE: This Supplemental Rental Agreement utilizes the insurance information provided in the Master Rental Agreement. Customer is required to provide continued proof of insurance at the inception of this Supplemental Rental Agreement and through the duration of the same.

RENTAL RATE: Customer is to use the Vehicle for a maximum of one-shift, which is defined as not more than 50 hours per week. If Customer uses the Vehicle beyond one-shift, Customer agrees that it will pay an additional charge for such use. The additional charge shall be calculated in the following manner: (a) If the Customer uses the Vehicle more than 50 hours per week but less than 80 hours per week, then Customer shall pay an additional charge equal to one-half (½) times the Rental Rate; (b) If the Customer uses the Vehicle 80 or more hours per week, then Customer shall pay an additional charge equal to one (1) times the Rental Rate.

MAINTENANCE: Customer is responsible for all routine maintenance of the truck and body while it is in the care and control of the Customer. Refer to Section 6 of the Master Agreement for detailed responsibility.

DAMAGE: Customer will be back billed for any damage to the rented property which Big Truck Rental determines to be beyond normal wear and tear. In addition, if the damage to a rented vehicle prevents Big Truck Rental from reletting the vehicle resulting in additional downtime and lost rental revenue for Big Truck Rental, then this Supplemental Rental Agreement shall automatically extend and Customer shall be billed for a reasonable period of time with which to make the necessary repairs. The customer is responsible for collection of prepaid security deposit. Uncollected security deposits older than one year, will be forfeited.

TIRES: As a tire is a consumable item, Big Truck Rental documents the condition of the tires on its trucks at the inception of the rental and at the time that the truck is returned. It is the Customer's responsibility to assure that the tires are in substantially the same condition at the end of the rental as when the truck is received by the Customer. Tires worn substantially more at the time they are returned than at the rental inception shall be back billed. In addition, any Non-Steer Tires(s) replaced during the duration of the rental period shall be replaced with a recappable casing. All Steer Tires must be replaced with a virgin tire. No exceptions. If Customer fails to replace the tire(s) as outlined herein, Big Truck Rental shall back bill for the cost of replacing said tire(s). Any casing deemed un-recappable by our tire vendor will be back billed

FUEL: Short-term rentals are not subject to IFTA, all fuel tax and the reporting thereof is the responsibility of the renter. Any violations or fines of that nature are the responsibility of the Customer.

GOVERNMENT: All trucks rented from Big Truck Rental are owned by Big Truck Rental. Customer shall not cover or remove any truck identification, other than DOT numbers. Big Truck Rental's vehicles are legally licensed on the federal highways of 48 states, however, any state or local permits for state or county road use and waste pick up and/ or disposal are the sole and absolute responsibility of the Customer. Customer agrees Big Truck Rental is not the motor carrier operator and will display customer's DOT number as required by law

By execution of this Rental Agreement, Customer acknowledges that the Vehicle described herein is rented to and in accordance with the terms, conditions, and provisions of the Master Rental Agreement and Rental Extension Agreement previously signed by the Customer and also those terms found in this Supplemental Rental Agreement. Customer evidences such knowledge by signing below.

Agreement No. A-8221

THIRD AMENDMENT TO MASTER EQUIPMENT LEASE/RENTAL AGREEMENT

This Third Amendment ("Third Amendment") to the master equipment lease/rental ("Agreement") is made and entered into in the County of Ventura, State of California, this 21st day of June, 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Big Truck Rental, LLC ("BTR"). This Third Amendment amends the Agreement entered into on June 16, 2020 by City and Amrep Manufacturing Company, LLC. The Agreement previously has been amended on December 21, 2021, by a Second Amendment, and on June 15, 2021, by a First Amendment.

WHEREAS, on October 20, 2020 Amrep assigned the Agreement to BTR and the City approved of such assignment.

NOW THEREFORE, City and BTR agree as follows:

1. The lease/rental terms set forth in Exhibit "A" of the Agreement are hereby extended on a month to month basis for an additional twelve months for a maximum lease/rental term of thirty six (36) months.
2. The lease/rental terms set forth in Exhibit "B" of the Agreement are hereby extended on a month to month basis for an additional twelve months for a maximum lease/rental term of eighteen (18) months.

3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

6-21-22

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ , Purchasing Manager
☐ , Buyer

ATTEST:

R. Chaparro 6/21/22

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

6-13-22

Stephen M. Fischer, City Date
Attorney (always required)

BIG TRUCK RENTAL, LLC

4/15/22

Scott Smith, Date
Director of Municipal Sales

4/18/22

Eric Voss, Date
Vice President, Sales

1

FOURTH AMENDMENT TO MASTER EQUIPMENT LEASE/RENTAL AGREEMENT

This Fourth Amendment ("Fourth Amendment") to the master equipment lease/rental ("Agreement") is made and entered into in the County of Ventura, State of California, this 20th day of June 2023, by and between the City of Oxnard, a municipal corporation ("City"), and Big Truck Rental, LLC ("BTR"). This Fourth Amendment amends the Agreement entered into on June 16, 2020, by City and Amrep Manufacturing Company, LLC. This agreement was assigned to BTR on October, 20, 2020. The Agreement previously has been amended on June 21, 2022, by a Third Amendment, on December 21, 2021, by a Second Amendment, and on June 15, 2021, by a First Amendment.

City and BTR agree as follows:

1. The reference to Exhibit "A" and Exhibit "B" everywhere they are listed in the Agreement are hereby amended to Exhibit "C". The Exhibits "A" and "B" are hereby disincorporated; instead, Exhibit "C" is attached hereto and incorporated herein by this reference.

2. The lease/rental terms set forth in Exhibit "C" of the Agreement are hereby extended on a month-to-month basis for an additional twelve (12) months for a maximum lease/rental term of forty-eight (48) months.

3. "A section 19 is added after section 18 in the agreement. Section 19 shall read:

   Iran Contracting. In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any SERVICE PROVIDER that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars ($1,000,000) or more, must certify, that the SERVICE PROVIDER is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

   A SERVICE PROVIDER is ineligible to submit a proposal for any contract with the CITY for goods or services of one million dollars ($1,000,000) or more if the SERVICE PROVIDER engages in investment activities in Iran. SERVICE PROVIDER must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as Exhibit F and must be submitted with their proposal. Failure to do so may deem the proposal non- responsive."

4. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

COUNCIL APPROVED
6/20/23 J.7
DATE

Agreement No. A-8221

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

6-20-23

☐John C. Zaragoza, Mayor[1] Date

☐Jennifer Yates, Purchasing Agent[2]

BIG TRUCK RENTAL, LLC

4/17/23

Scott Smith **Date**

Director of Municipal Sales

4/17/23

Eric Voss **Date**

Vice President, Sales

ATTEST:

6/20/23

Rose Chaparro, City Clerk Date

(only if Mayor signs)

APPROVED AS TO FORM:

6/15/2023

Stephen M. Fischer, City Attorney (always required) Date

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000.

[2] The Purchasing Agent may execute any authorized agreement up to $200,000.

The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

Exhibit - C
Front End Loader and Side Loader Refuse Trucks

BTR SUPPLEMENTAL AGREEMENT

BIG TRUCK RENTAL

Company Address	4221 W. Boyscout Blvd Suite 400 Tampa, FL 33607	Created Date	5/5/2023
		Email	scotts@bigtruckrental.com
Prepared By	Scott Smith	Quote Number	00034696

CUSTOMER INFORMATION

Billing Customer	City of Oxnard	Rental Customer	City of Oxnard
Billing Contact	Brian Yanez	Shipping Contact	Jose Alvarez
Billing Address	111 S Del Norte Blvd Oxnard CA 93030	Shipping Address	1060 Pacific Avenue, Bldg. 2 Oxnard CA 93030 United States
Billing Email	brian.yanez@oxnard.org	Shipping Email	jose.alvarez@oxnard.org
Billing Phone	805-200-5412	Shipping Phone	805-814-2716
		Shipping Mobile	8052072125

Product Details

Asset Number	Year	Chassis Make	Chassis Model	Chassis Vin	Product Family	License Plate	Miles	Hours	Truck Location
2022059	2023	Mack	Terrapro 64R	1M2TE1GC0PM009672	FRONT LOADER	D870FV	2,400	86	Oxnard, CA
2022058	2023	Mack	Terrapro 64R	1M2TE1GC3PM009665	FRONT LOADER	D869FV	2,210	84	Oxnard, CA
4021113	2022	Mack	LR 64R	1M2LR2GC3NM005455	Side Loader	D892FP	9,178	952	Oxnard, CA
4021114	2022	Mack	LR 64R	1M2LR2GC2NM005470	Side Loader	D891FP	8,856	793	Oxnard, CA
4021122	2022	Peterbilt	520	3BPDLK0X6NF112327	Side Loader	D817FR	5,226	523	Oxnard, CA
4021126	2022	Peterbilt	520	3BPDLK0X6NF112330	Side Loader	D898FQ	7,561	621	Oxnard, CA
4021084	2022	Mack	LR 64R	1M2LR2GCXNM005393	Side Loader	D812FP	18,446	1,653	Oxnard, CA
4021124	2022	Peterbilt	520	3BPDLK0X8NF112328	Side Loader	D803FR	4,962	652	Oxnard, CA

Pricing Details

Asset Number	Quantity	Sales Price	Total Product Price
2022059	4.00	$2,500.00	$10,000.00
2022058	4.00	$2,500.00	$10,000.00
4021113	4.00	$2,675.00	$10,700.00
4021114	4.00	$2,675.00	$10,700.00
4021122	4.00	$2,675.00	$10,700.00
4021126	4.00	$2,675.00	$10,700.00
4021084	4.00	$2,675.00	$10,700.00
4021124	4.00	$2,675.00	$10,700.00

RENTAL CONTRACT PRICING SUMMARY

BTR SUPPLEMENTAL AGREEMENT

BIG TRUCK RENTAL

Order Subtotal $84,200.00

Total Security Deposit $0.00

Total Transportation Cost $0.00

Total Amount Due $84,200.00

NOTES/EXPLANATION OF ADDITIONAL COSTS:

Special Terms: Pricing shown reflects the 4 week rental rate for trucks that are currently on rent with City of Conard and is based on OMNIA Partners national cooperative contract #2019000319. Pricing is based on 12 month extension starting July 1, 2023 through June 30, 2024 and trucks will be billed in 28 day increments throughout the contract

RENTAL REMINDERS

MASTER RENTAL AGREEMENT: This document supplements the Master Rental Agreement, which the Customer signed and is subject to all provisions therein.

INSURANCE: This Supplemental Rental Agreement utilizes the insurance information provided in the Master Rental Agreement. Customer is required to provide continued proof of insurance at the inception of this Supplemental Rental Agreement and through the duration of the same.

RENTAL RATE: Customer is to use the Vehicle for a maximum of one-shift, which is defined as not more than 50 hours per week. If Customer uses the Vehicle beyond one-shift, Customer agrees that it will pay an additional charge for such use. The additional charge shall be calculated in the following manner: (a) If the Customer uses the Vehicle more than 50 hours per week but less than 80 hours per week, then Customer shall pay an additional charge equal to one-half (½) times the Rental Rate; (b) If the Customer uses the Vehicle 80 or more hours per week, then Customer shall pay an additional charge equal to one (1) times the Rental Rate.

MAINTENANCE: Customer is responsible for all routine maintenance of the truck and body while it is in the care and control of the Customer. Refer to Section 6 of the Master Agreement for detailed responsibility.

DAMAGE: Customer will be back billed for any damage to the rented property which Big Truck Rental determines to be beyond normal wear and tear. In addition, if the damage to a rented vehicle prevents Big Truck Rental from relatting the vehicle resulting in additional downtime and lost rental revenue for Big Truck Rental, then this Supplemental Rental Agreement shall automatically extend and Customer shall be billed for a reasonable period of time with which to make the necessary repairs. The customer is responsible for collection of prepaid security deposit. Uncollected security deposits older than one year, will be forfeited.

TIRES: As a tire is a consumable item, Big Truck Rental documents the condition of the tires on its trucks at the inception of the rental and at the time that the truck is returned. It is the Customer's responsibility to assure that the tires are in substantially the same condition at the end of the rental as when the truck is received by the Customer. Tires worn substantially more at the time they are returned than at the rental inception shall be back billed. In addition, any Non-Steer Tires(s) replaced during the duration of the rental period shall be replaced with a recappable casing. All Steer Tires must be replaced with a virgin tire. No exceptions. If Customer fails to replace the tire(s) as outlined herein, Big Truck Rental shall back bill for the cost of replacing said tire(s). Any casing deemed un-recappable by our tire vendor will be back billed.

FUEL: Short-term rentals are not subject to IFTA, all fuel tax and the reporting thereof is the responsibility of the renter. Any violations or fines of that nature are the responsibility of the Customer.

GOVERNMENT: All trucks rented from Big Truck Rental are owned by Big Truck Rental. Customer shall not cover or remove any truck identification, other than DOT numbers. Big Truck Rental's vehicles are legally licensed on the federal highways of 48 states; however, any state or local permits for state or county road use and waste pick up and/ or disposal are the sole and absolute responsibility of the Customer. Customer agrees Big Truck Rental is not the motor carrier operator and will display customer's DOT number as required by law.

By execution of this Rental Agreement, Customer acknowledges that the Vehicle described herein is rented to and in accordance with the terms, conditions, and provisions of the Master Rental Agreement and Rental Extension Agreement previously signed by the Customer and also those terms found in this Supplemental Rental Agreement. Customer evidences such knowledge by signing below.

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to,or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete one of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION
I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision
(b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): BIG TRUCK RENTAL

Federal ID Number (or n/a): 27-3070725

By (Authorized Signature):

Printed Name & Title of Person Signing: KEVEN COWLEY, CFO.

Date Executed 04/18/2023

Executed in the County of HILLSBOROUGH in the State of FLORIDA

OPTION No.2 – EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): _____

Federal ID Number (or n/a): _____

By (Authorized Signature): _____

Printed Name & Title of Person Signing: _____

Date Executed _____

Executed in the County of _____ in the State of _____

A-8221

Assignment and Assumption

This Assignment and Assumption of the Master Equipment Lease/Rental Agreement ("Assignment"), dated as of ~~September~~ OCTOBER 20, 2020 (the "Effective Date"), is entered into among Amrep Manufacturing Company, LLC ("Amrep" or "Assignor") and Big Truck Rental, LLC ("BTR" or "Assignee") and the City of Oxnard ("Oxnard") (collectively, Assignor, Assignee and Oxnard are referred to as the "Parties").

WHEREAS, Oxnard and Assignor are parties to that certain Master Equipment Lease/Rental Agreement dated as of June 16, 2020 (the "Agreement"); and

WHEREAS, Assignor wishes to assign the Agreement to Assignee as of the Effective Date on the terms hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Capitalized terms used herein without definition shall have the definitions ascribed to them in the Agreement.

2. In accordance with Section 16.f. of the Agreement, Assignor hereby assigns the Agreement to Assignee, and Oxnard approves of such assignment. From and after the Effective Date, Assignee assumes all rights, duties and obligations of Assignor under the Agreement. Assignee agrees to be bound by and to perform the obligations under the Agreement. All references in the Agreement to Amrep shall be deemed to refer to Assignee.

3. Each of the Parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of any other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment.

4. Any notice to Assignee pursuant to Section 18.a of the Agreement shall be sent to at the following address:

   Big Truck Rental
   5001 W Lemon St.
   Tampa, FL 33609
   Attention: Zach Martin

5. Other than terms contained herein, the Agreement shall remain in full force and effect.

6. This Assignment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

7. This Assignment may be executed in one or more counterparts by scanned or facsimile signature, all of which taken together shall be deemed to constitute one and the same instrument.

8. This Assignment and the obligations of the Parties hereunder will be governed by and construed in accordance with the laws of the State of California without giving effect to any choice of law principles that may require the application of any other laws.

[*Signature Page Follows*]

WITNESS, the Parties have caused their authorized representatives to execute this Assignment as of the date first above written.

CITY OF OXNARD

By: _____ Date: 10/20/2020
Name: Dan Willhite
Title: Purchasing Manager

APPROVED AS TO FORM:

_____ 10/15/20
Stephen M. Fischer, City Attorney (always required) Date

AMREP MANUFACTURING COMPANY, LLC.[1]

By: _____ Date: 10/20/20

Name: Eric Matton
Title: President

AMREP MANUFACTURING COMPANY, LLC.

By: _____ Date: 10/20/20

Name: Richard Sedor
Title: General Counsel

[1] City of Oxnard agreement signature policy – For any Limited Liability Company (LLC), the signatures of two (2) LLC managers are required. These managers must be in the capacity of LLC owner/manager or company director. The signatures of middle and lower management are invalid.

A-8221

BIG TRUCK RENTAL, LLC.[2]

By: _____ Date: 10/20/2020

Name: Scott Smith
Title: Director of Municipal Sales

BIG TRUCK RENTAL, LLC

By: _____ Date: 10.20.2020

Name: Eric Voss
Title: Vice President, Sales

[2] Ibid.

FIFTH AMENDMENT TO AGREEMENT A-8221 WITH BIG TRUCK RENTAL, LLC FOR RENTAL OF REFUSE COLLECTION TRUCKS

City Council
June 27, 2024

Eric Zetz
Environmental Resources Division Manager

CITY OF OXNARD CALIFORNIA

Recommendation

That the City Council approve and authorize the Mayor to execute a Fifth Amendment to a Rental Agreement with Big Truck Rental, LLC in the amount of $615,000 for a new total not to exceed $5,078,035 for an additional period of 12 months, ending on June 30, 2025, for the rental of refuse collection vehicles.

Background

- June 30, 2020 - Council approved Agreement A-8221 with Amrep U.S.A, Inc. (Amrep) in the amount of $621,600 through June 30, 2021 for the rental of seven commercial refuse collection vehicles

- October 20, 2020 - Amrep legally transferred Agreement A-8221 to Big Truck Rental, LLC (BTR)

- This Fifth Amendment allows for uninterrupted daily refuse collection services for residential and commercial customers

- Additionally, rental vehicles provide capacity support in compliance with the State's SB 1383 mandate to collect residential and commercial organic waste

Background

Below is the history of Agreement A-8221 and the amendments:

AGREEMENT A-8221	COUNCIL DATE	CUMULATIVE AMOUNT	TERM DATE
Original Agreement	June 30, 2020	$621,600	June 30, 2021
First Amendment	June 15, 2021	$1,243,200	June 30, 2022
Second Amendment	December 20, 2021	$1,707,200	June 30, 2022
Third Amendment	June 21, 2021	$3,168,800	June 30, 2023
Fourth Amendment	June 6, 2023	$4,463,035	June 30, 2024
*Fifth Amendment**	*June 27, 2024*	*$5,078,035*	*June 30, 2025*

**Pending City Council action*

Background

The intent to lease refuse collection vehicles is as follows:

- Maintenance and repairs
- Unforeseen breakdowns
- Mandatory Department of Transportation (DOT) inspections

Discussion

- ER Division is requesting to amend contract with BTR for an additional 12 months due to the aging fleet of refuse collection vehicles (residential automatic side loaders and commercial front loaders)

- According to the findings from the recent ER Cost of Service Study (COS), it is anticipated that revenue will be generated from Fiscal Years 24-25 to 28-29 to facilitate the acquisition, lease-purchase, or leasing of refuse collection vehicles to replace those that have reached the end of their operational life

- Our team will conduct a thorough analysis to determine the optimal choice, prioritizing cost-effectiveness

- The COS has integrated an 8-year replacement strategy for refuse collection vehicles

Discussion

- Currently there are 17 refuse collection vehicles that have an average of 100,000 miles and average over 21 years in service
  - These 17 vehicles were purchased for $2,421,088 and to date, over $10M has been spent on labor and parts to keep them operable
- ER will potentially rent up 5 to 10 vehicles per month depending on the status of operating refuse collection vehicles
- The amendment allows the return of any of the refuse collection vehicles on an as-needed basis, and without monetary penalty from BTR

Financial Impact

- The cost for this Fifth Amendment to Agreement No. A-8221 with BTR is $615,000 for a total new agreement value of $5,078,035

- The estimated spending plan for FY 2024-25 of $1,075,200 includes the amount of the Fifth Amendment of $615,000 and $460,200 of unused-available in the agreement's existing value

- Funding shall be requested in the Environmental Resources Fund (631) during the annual budget process

ESTIMATED SPENDING PLAN		
ER Account	**FY 2023-24**	**TOTAL**
6313632-57000	$820,800	$820,800
6313633-57000	$254,400	$254,400
TOTAL	**$1,075,200**	**$1,075,200**

CITY OF
OXNARD
CALIFORNIA

QUESTIONS

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.6

DATE: June 27, 2024

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Budget Appropriations for Community Facilities District No. 8, Sakioka Farms Business Park for Fiscal Year 2023-24. (10 minutes)

RECOMMENDATION

That the City Council approve a Fiscal Year 2023-24 budget appropriation to recognize revenues in the amount of $550,737 and expenses in the amount of $550,737 for Community Facilities District (CFD) No. 8 Sakioka Farms Business Park Subfund (60803801).

(Finance and Governance Committee approved 3-0 on June 11, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/EIxb5fYRrOo

BACKGROUND

Community Facilities District (CFD) No. 8 (Sakioka Farms Business Park) is a CFD formed via Resolution No. 15,349 on June 16, 2020, for purposes of providing fire suppression, landscape, and other maintenance services within the District. As authorized per Ordinance 2982, the City levied special taxes for FY 2023-2024 expenses via Resolution No. 15,712 on June 20, 2023. The levy was properly approved under this process and is not affected by this action. Sakioka Farms Business Park is one of the City's newest special financing districts. When new districts are formed, their financial accounting system must be created to log expenses and revenues throughout the fiscal year. This process began in May 2023, during the City's shift in accounting systems and after the FY 2023-24 budget process had begun. The timing of this process, unfortunately, meant that the Sakioka Farms Business Park operating budget was left off of the City's overall FY 2023-24 budget adopted via Resolution No. 15,715 at the June 20, 2023, City Council meeting. This issue was verified when Special District's staff sought to confirm the District's revenues after the December property tax apportionment and to initiate the transfer of funds to the Fire Department for staff expenses, as authorized within the District's formation documents.

DISCUSSION

The CFD was levied properly for FY 2023-24 via Resolution No. 15,712. However, to account for expenditures and revenues within the City's budget, specific appropriations must be made. The budget appropriation within the CFDs revenue accounts in FY 2023-24 is necessary to account for the specific levy amounts as approved via Resolution 15,712. The budget appropriations are also necessary within the CFDs expense accounts to fund Fire Department staff costs and Special Districts Division administrative expenses for FY 2023-24, as authorized within the CFDs formation documents.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

Staff is recommending the following budget appropriations be made within the CFD 8 subfund 60803801. There is no impact on the General Fund.

Revenues	Account	Proposed Revenue Budget for FY 2023-24
Assessments	60803801-46400	$550,737
TOTAL REVENUES		**$550,737**

Expenditures	Account	Proposed Expenditure Budget for FY 2023-24
Professional Services - Other	60803801-53200	$4,000
County Tax Collection	60803801-53310	$2,000
Planned Reserve Contribution	60803801-57800	$63,049
Transfers Out	60803801-59000	$82,612
Transfers Out - Intrafund	60803801-59800	$399,076
TOTAL EXPENDITURES		**$550,737**

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on June 11, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Steve Howlett, Assistant Public Works Director, Anthony Miller, Interim Special Districts Manager

ATTACHMENTS

1. Resolution 15,712
2. June 20, 2023 CC Agenda Report - CFD 8
3. City of Oxnard Special Districts Map
4. City of Oxnard Special Districts List
5. Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 15,712

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 8 (SAKIOKA FARMS) OF THE CITY OF OXNARD AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 8 (SAKIOKA FARMS) FOR THE FISCAL YEAR 2023-24

WHEREAS, the City Council of the City of Oxnard (the "City") previously established Community Facilities District No. 8 (Sakioka Farms) of the City of Oxnard ("CFD No. 8") pursuant to the terms and provisions of the MelloRoos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53311 (the "Act"); and

WHEREAS, the City Council of the City, acting as the legislative body of CFD No. 8, is authorized pursuant to Resolution No. 15,349 (the "Resolution of Formation") establishing a Rate and Method as described in Resolution No. 15,349, and Ordinance No. 2982, (the "Ordinance") adopted by the City Council on June 30, 2020, to levy a special tax sufficient to pay certain costs of the Fire Protection Services and Contingent Services (as defined in the Resolution of Formation); and

WHEREAS, it is now necessary and appropriate that this City Council levy and collect the special taxes for the Fiscal Year 2023-24 for the purpose specified in the Resolution of Formation and the Ordinance, by the adoption of a resolution as specified by the Act and the Ordinance; and

WHEREAS, the assessments are in conformance with Proposition 218;

WHEREAS, the "City of Oxnard Sakioka Farms CFD 8 Final Billing Detail Report for Fiscal Year 2023/24" (the "Report")" is on file with the office of the City Clerk and is incorporated herein by this reference; and

WHEREAS, the special taxes being levied hereunder are at the same rate or at a lower rate than provided by the Ordinance;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 8 (SAKIOKA FARMS), DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The above recitals are true and correct.

SECTION 2. The special tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

SECTION 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within the District which are not otherwise exempt from taxation under the Act or the Ordinance special taxes for the Fiscal Year 2023-24 at the special tax rates set forth in the report prepared by NBS Government Finance Group for CFD No. 8 entitled "City of Oxnard Sakioka Farms CFD 8

Final Billing Detail Report for Fiscal Year 2023/24" (the "Report"), is approved as filed with the office of the City Clerk and made a part hereof, , which special tax rates do not exceed the maximum special tax rates set forth in the Ordinance. After adoption of this Resolution, the Chief Financial Officer of the City, or his or her designee, may make any necessary modifications to these special taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the special tax applicable to any category of parcels and is made prior to the submission of the tax rolls to the Ventura County Auditor.

SECTION 4. All of the collections of the special tax shall be used only as provided for in the Act and the Resolution of Formation. The special tax shall be levied only so long as needed to accomplish the purposes described in the Resolution of Formation.

SECTION 5. The special tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes except as such procedure may be modified by law and by this City Council.

SECTION 6. The Chief Financial Officer is hereby authorized and directed to transmit a certified copy of this Resolution and the Report to the Ventura County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for the Fiscal Year 2023-24, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

PASSED, APPROVED AND ADOPTED on this 20th day of JUNE, 2023 by the following vote:

AYES: Councilmembers Basua, MacDonald, Madrigal, Perello, Teran, Valenzuela Zavala and Zaragoza

NOES: None.

ABSENT: None.

ABSTAIN: None.

John Zaragoza

John Zaragoza, Mayor

ATTEST:

R. Chaparro 6/20/23

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

6/12/2023

Stephen M. Fischer, City Attorney

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. J.1

DATE: June 20, 2023

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Resolution Authorizing the Levy of Special Taxes within Community Facilities District No. 8 for the Fiscal Year 2023-24 (10 minutes)

RECOMMENDATION

That the City Council acting as the legislative body for Community Facilities Districts (CFD) No. 8, adopt a resolution entitled "Resolution of the City Council of the City of Oxnard Acting as the Legislative Body of Community Facilities District No. 8 (Sakioka Farms) of the City of Oxnard Authorizing the Levy of Special Taxes within Community Facilities District No. 8 (Sakioka Farms) for the Fiscal Year 2023-24."

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/UzoBsFwKVTw

BACKGROUND

Special Districts is a Division of the Public Works Department and manages a total of 48 special financing districts which include 6 CFDS. As an allowable funding source, property owners (e.g., developers) may use special financing districts (e.g., CFDs), subject to the approval of the City, to fund the construction of improvements through bonds and also the annual cost of services and maintaining certain amenities that have a special benefit to the properties within the district. Typically, the developer installs the amenities at the time of development and benefiting property owners pay for the cost of the bonds and maintaining the improvements (i.e., special benefit). The Special assessments are included on the property's annual property tax bill.

Assessments are levied annually and collected on the property tax roll. Each year, the City Council must conduct proceedings to levy the assessment. Revenue received from the assessments partially or fully fund the ongoing maintenance of public improvements provided by each district and, in some cases, is collected for future capital improvement programs or reinvestment projects ("CIP").

DISCUSSION

CFD No. 8 Special Tax

On June 16, 2020, City Council adopted Resolution No. 15,349 establishing CFD No. 8. On June 30, 2020, City Council adopted Ordinance No. 2982 to levy a special tax sufficient to pay Fire Services, Contingent Services, contribute to a District reserve fund, and the general administrative costs incurred during the management of the District. In each fiscal year thereafter, the Government Code requires the City Council to adopt a resolution levying the special tax rate for that fiscal year. Resolution No. 15,349 established the Rate and Method of Apportionment for CFD No. 8. The total maximum special tax is calculated by combining two rates per acre, one rate for Fire Services, and the other for Contingent Services. The estimated FY 2023-24 maximum special tax for CFD No. 8 is $777,623.87 and staff anticipate a special tax of $550,737.

The special tax accounts for $399,076 for fire services, $82,612 in administrative and overhead expenses, $4,000 for professional services, $2,000 for County collection fees, and $63,049 for planned reserve contributions.

The reserve fund for this District is maintained for the possibility of the construction of a new fire station that would serve the area and for the possibility of the District providing the Contingent services as identified in the formation documents. These contingent services include maintenance of the landscaping within the public rights of way; the maintenance of drainage facilities, including the water quality components of the drainage facilities; and weed control related to development of the property. As of this time, Contingent services are not being provided by the City and are not included in the calculation of the levy.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

The special tax total and amounts for FY 2023-24 are based on the preliminary property data available by the County of Ventura at the time of writing this report. Should parcel changes occur on the Ventura County Assessor's Secured January 2023 Lien Date Roll, upon release, the special tax amounts will be modified to include the Assessor's changes.

CFD 8:

There will be no cost to the City's General Fund from the approval of the resolution levying the special taxes for CFD No. 8 for FY 2023-24. All maintenance, service, and administrative costs are included in the amount to be collected by the special taxes, which are levied on properties located within CFD No. 8.

COMMITTEE OUTCOME

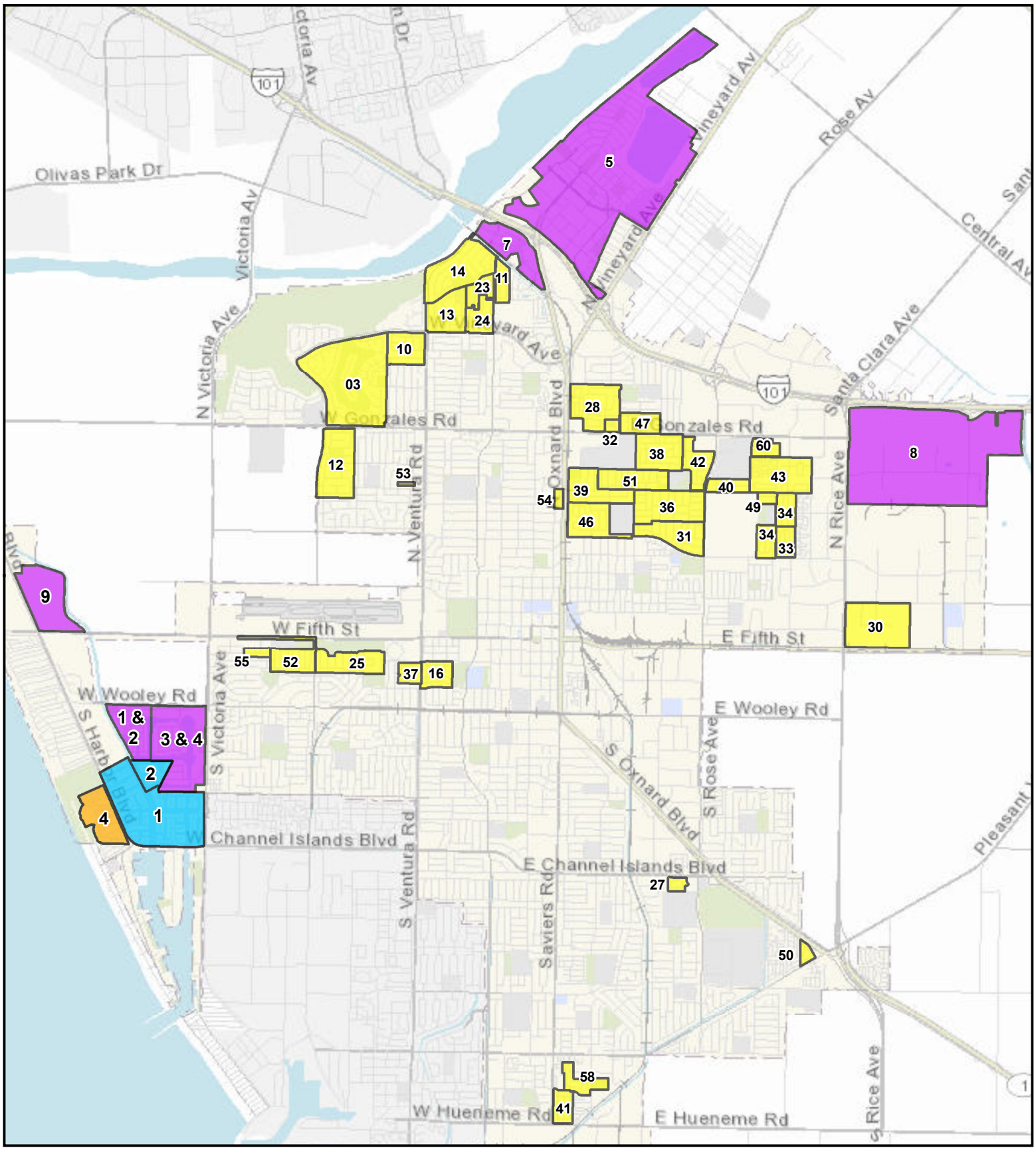
This item did not originate in Committee.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Resolution Authorizing Levy of Special Tax CFD 8 FY 23-24
2. City of Oxnard Special Districts Map
3. City of Oxnard Special Districts Legend
4. Presentation

CITY OF OXNARD SPECIAL DISTRICTS



Maintenance Assessment District (District No.)

Community Facilities District (District No.)

Waterway Assessment District (Zone No.)

Landscape Maintenance District (District No.)

Created by:
CITY OF OXNARD
Geographic Information Systems Division
March 2023

3,000 0 3,000 6,000 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The City does not make any representations or warranties regarding the use, accuracy, reliability, and/or completeness of this map and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.

N W E S

Data Source:
City of Oxnard GIS Division
County of Ventura GIS Program

CITY OF OXNARD – SPECIAL DISTRICTS

LANDSCAPE MAINTENANCE DISTRICT * COMMUNITY FACILITIES DISTRICTS
WATERWAYS ASSESSMENT DISTRICTS * MAINTENANCE ASSESSMENT DISTRICTS

COMMUNITY FACILITIES DISTRICTS	
1 & 2 – Westport at Mandalay Bay	7 – Wagon Wheel
3 & 4 – Seabridge at Mandalay Bay	8 – Sakioka Farms
5 – Riverpark	9 – Northshore at Mandalay Bay

LANDSCAPE MAINTENANCE DISTRICTS	
3 – Riverridge	37 – Pacific Cove
10 – Country Club	38 – Aldea Del Mar
11 – St Tropez	39 – El Sueno Promesa
12 – Standard Pacific	40 – Cantada
13 – Le Village	41 – Pacific Cove
14 – California Cove	42 – Cantabria/Coronado
16 – California Lighthouse	43 – Greenbelt
23 – Greystone	46 – Daily Ranch
24 – Vineyards	47 – Sycamore Place
25 – The Pointe	49 – Cameron Ranch
27 – Rose Island	50 – PV Senior Housing
28 – Harborside	51 – Pfeiler
30 – Haas Automation	52 – Wingfield
31 – Rancho De La Rosa	53 – Huff Court
32 – Oak Park	54 – Meadowcrest
33 – El Paseo	55 – Wingfield West
34 – Sunrise Pt/Sunset Cove	58 – Westwind
36 – Villa Santa Cruz	60 – Artisan

MAINTENANCE ASSESSMENT DISTRICT
4 – Mandalay Beach/Colony

WATERWAYS ASSESSEMENT DISTRICTS	
Zone 1 – Mandalay Bay Zone	2 – Harbour Island

Budget Appropriations for Community Facilities District No. 8, Sakioka Farms Business Park for Fiscal Year 2023-24.

Finance & Governance Committee
June 11, 2024

City Council
June 27, 2024

Anthony Miller
Interim Special Districts Manager

CITY OF OXNARD CALIFORNIA

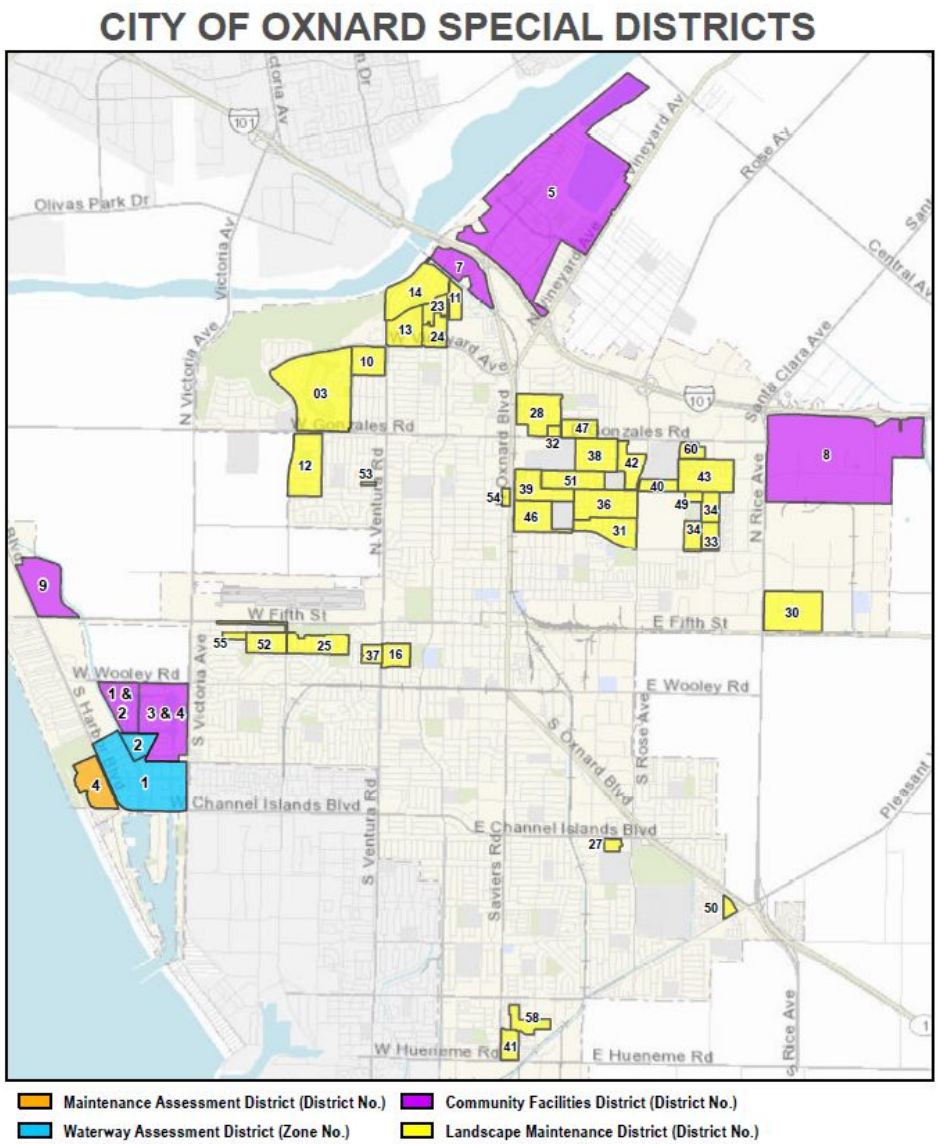
RECOMMENDATION

That the Finance and Governance Committee recommend that the City Council approve a Fiscal Year 2023-24 budget appropriation to recognize revenues in the amount of $550,737 and expenses in the amount of $550,737 for Community Facilities District (CFD) No. 8 Sakioka Farms Business Park Subfund (60803801).

RECOMMENDATION

That the City Council approve a Fiscal Year 2023-24 budget appropriation to recognize revenues in the amount of $550,737 and expenses in the amount of $550,737 for Community Facilities District (CFD) No. 8 Sakioka Farms Business Park Subfund (60803801).

MAP OF SPECIAL DISTRICTS IN THE CITY OF OXNARD



More information can be found at:

www.oxnard.gov/public-works/special-districts

BACKGROUND

- Community Facilities District (CFD) No. 8 (Sakioka Farms Business Park) is a CFD formed via Resolution No. 15,349 on June 16, 2020 for purposes of providing fire suppression, landscape, and other maintenance services within the District.

- As authorized per Ordinance 2982, the City levied special taxes for FY 2023-2024 expenses via Resolution No. 15,712 on June 20, 2023.

- The levy was properly approved under this process and is not affected by this action.

BACKGROUND

- Sakioka Farms Business Park is one of the City's newest special financing districts. When new districts are formed, their financial accounting system must be created to log expenses and revenues throughout the fiscal year.

- This process began in May 2023, during the City's shift in accounting systems and after the FY 2023-24 budget process had begun. The timing of this process unfortunately meant that the Sakioka Farms Business Park operating budget was left off of the City's overall FY 2023-24 budget adopted via Resolution No. 15,715 at the June 20, 2023 City Council meeting.

BACKGROUND

- This issue was verified when Special Districts staff sought to confirm the District's revenues after the December property tax apportionment and to initiate the transfer of funds to the Fire Department for staff expenses, as authorized within the District’s formation documents.

DISCUSSION

- The CFD was levied properly for FY 2023-24 via Resolution No. 15,712 however, to account for expenditures and revenues within the City's budget, specific appropriations must be made.

- The budget appropriation within the CFDs revenue accounts in FY 2023-24 is necessary to account for the specific levy amounts as approved via Resolution 15,712.

- The budget appropriations are also necessary within the CFDs expense accounts to fund Fire Department staff costs and Special Districts Division administrative expenses for FY 2023-24, as authorized within the CFDs formation documents.

FINANCIAL IMPACT

- Staff is recommending the following budget appropriations be made within the CFD 8 sub fund 60803801:

Revenues	**Account**	**Proposed Revenue Budget for FY 2023-24**
Assessments	60803801-46400	$550,737
TOTAL REVENUES		**$550,737**

Expenditures	**Account**	**Proposed Expenditure Budget for FY 2023-24**
Professional Services - Other	60803801-53200	$4,000
County Tax Collection	60803801-53310	$2,000
Planned Reserve Contribution	60803801-57800	$63,049
Transfers Out	60803801-59000	$82,612
Transfers Out - Intrafund	60803801-59800	$399,076
TOTAL EXPENDITURES		**$550,737**

There is no impact to the General Fund

CITY OF
OXNARD
CALIFORNIA

QUESTIONS

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.7

DATE: June 27, 2024

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Agreement 32500018 with M.O. Dion & Sons, Inc. dba Dion & Sons, Inc. for Purchase and Delivery of Bulk Fuel. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an Agreement with M.O. Dion & Sons, Inc. dba Dion & Sons, Inc. in the amount not to exceed $4,135,000 for an initial one-year term from July 1, 2024 to June 30, 2025 with the option for four (4) consecutive one (1) year period extensions that shall not exceed a total of five (5) years for a final term ending June 30, 2029 for the purchase and delivery of bulk fuel to various City locations.

(As of the date of this City Council agenda being posted, there is not yet an outcome from the June 25, 2024 Public Works and Transportation Committee. Staff is available to answer any questions.)

Please click the following link to view the required Measure M pre-recorded presentation video:https://youtu.be/Y27yftjHZKQ

BACKGROUND

The City of Oxnard has been utilizing a vendor for the purchase and delivery of bulk fuel for over ten years. The City requires bulk fuel delivery to various locations in the City: Fire Stations, Wastewater Division, Water Division, Advanced Water Purification Facility, and Environmental Resources Divisions. These locations have onsite fuel tanks for fueling vehicles and equipment. Adequate delivery of bulk fuel is essential for the City's day-to-day operations, public safety departments, and backup generators.

Delivery of bulk fuel (Gasoline, Clear Diesel, Renewable 99 Diesel, and Red Dye 99 Diesel) occurs at the following locations:

1. Environmental Resources, 111 S. Del Norte Boulevard
2. Wastewater Treatment Plant, 6001 Perkins Road
3. Water Yard, 251 South Hays Avenue
4. Water Blending Station 3, 1700 Solar Drive
5. Water Blending Station 4, 3637 N. Rose Avenue
6. Water Blending Station 5, 980 E. Pleasant Valley Road
7. Advanced Water Purification Facility, 5700 Perkins Road
8. Fire Station 1, 491 South "K" Street
9. Fire Station 2, 531 E. Pleasant Valley Road
10. Fire Station 3, 150 Hill Street
11. Fire Station 4, 230 West Vineyard Avenue
12. Fire Station 5 1450 Colonia Road
13. Fire Station 6, 2601 Peninsula Road

14. Fire Station 8, 3000 South Rose Avenue

Delivery of Diesel Fuel (Renewable 99 Diesel) to Stationary Backup Generators occurs at the following locations:

1. Fire Station 1, 491 South "K" Street
2. Fire Station 2, 531 E. Pleasant Valley Road
3. Fire Station 3, 150 Hill Street
4. Fire Station 4, 230 West Vineyard Avenue
5. Fire Station 5 1450 Colonia Road
6. Fire Station 6, 2601 Peninsula Road
7. Fire Station 8, 3000 South Rose Avenue
8. Oxnard Police Department, 251 S. C Street
9. Oxnard Police Department, 3001 Sturgis Road
10. Oxnard Fire Department Emergency Operations Center, 360 W. 2nd Street

DISCUSSION

On February 29, 2024, the City solicited a Request for Bid (RFB) PW24-88 for the purchase and delivery of bulk fuel (Gasoline, Clear Diesel, Renewable 99 Diesel, and Red Dye 99 Diesel) to various City sites. The RFB closed on April 8, 2024. A total of three bids were received. Of the three, SC Commercial, LLC dba SC Fuels was the lowest responsive bidder. The City posted the intent to award to SC Fuels. Despite including the City's standard agreement in the RFB package, SC Fuels rescinded their acceptance due to the City's standard contract terms. City staff proceeded with the intent to award to the second lowest responsive bidder, M.O. Dion & Sons, Inc. dba Dion & Sons, Inc. (Dion and Sons). The bid was based on a markup amount above the California Oil Price Information Service (OPIS). The services include 24-hour emergency fuel delivery to all listed Fire Stations and Utility locations as well as 24-hour diesel fuel delivery to the Oxnard Public Safety Facilities to refuel stationary backup generators.

Dion & Sons, Inc. meets all required City contractual provisions, including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State. Based upon the available information and research performed to date, staff believes that this vendor is capable of satisfactorily meeting the needs of the City.

Estimated annual quantities of fuel to be delivered annually:

- Unleaded Gasoline – 27,000 gallons
- Renewable 99 Diesel – 36,400 gallons
- Clear Diesel (CARB #2) – 20,000 gallons
- Red Dye 99 Diesel – 45,680 gallons

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

The total amount of the Agreement with Dion & Sons, Inc. shall not exceed $4,135,000 over the term of five years if fully extended. Funding for this Agreement has been programmed in the Proposed Fiscal Year 2024-25 Budget from various funds receiving these services for the City Council's consideration. Subsequent year allocations for the remainder agreement value will be requested during the annual budget process.

ESTIMATED SPENDING PLAN							
Division	Account Number	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	Total

Environmental Resources	6313635-54090	$225,000	$250,000	$275,000	$300,000	$330,000	$1,380,000
Wastewater Technical Services	6113612-54090	$30,000	$30,000	$30,000	$30,000	$30,000	$150,000
Wastewater Collection	6113613-54090	$94,000	$94,000	$94,000	$94,000	$94,000	$470,000
Wastewater Treatment	6113614-54090	$7,000	$7,000	$7,000	$7,000	$7,000	$35,000
Wastewater Operations	6113615-54090	$130,000	$130,000	$130,000	$130,000	$130,000	$650,000
Stormwater Quality	1143501-54090	$5,000	$5,000	$5,000	$5,000	$5,000	$25,000
Stormwater Field Services	1143502-54090	$5,000	$5,000	$5,000	$5,000	$5,000	$25,000
Water Operations	6013600-54090	$15,000	$15,000	$15,000	$15,000	$15,000	$75,000
Water Recycled Operations	6013605-54090	$10,000	$10,000	$10,000	$10,000	$10,000	$50,000
Fleet Services	7413750-54092	$220,000	$220,000	$220,000	$220,000	$220,000	$1,100,000
Fleet Services	7413750-54090	$35,000	$35,000	$35,000	$35,000	$35,000	$175,000
Agreement Total:		**$776,000**	**$801,000**	**$826,000**	**$851,000**	**$881,000**	**$4,135,000**

COMMITTEE OUTCOME

As of the date of this City Council agenda being posted, there is not yet an outcome from the June 25, 2024 Public Works and Transportation Committee. Staff is available to answer any questions.

Prepared by: Brian Yanez, Assistant Public Works Director, Jose Arreola, Fleet Services Manager

ATTACHMENTS

1. Agreement 32500018
2. Presentation

TRADE SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND M.O. Dion & Sons, Inc.
dba Dion & Sons, Inc.

By This Trade Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of M.O. Dion & Sons, Inc. dba Dion & Sons, Inc. ("SERVICE PROVIDER"), and SERVICE PROVIDER agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and SERVICE PROVIDER may be individually referred to as "Party" or collectively as the "Parties."

1. SUMMARY DESCRIPTION OF SERVICES. This Agreement is for the purchase and delivery of bulk fuel to various locations throughout the City

2. PARTIES.

CITY OF Oxnard ("CITY"), a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

M.O. Dion & Sons, Inc. dba Dion & Sons, Inc. ("SERVICE PROVIDER"), a Corporation of the State of California, located at 18145 East Telegraph Rd. Santa Paula, CA 93060

3. TERM OF AGREEMENT: From: July 1, 2024 To: June 30, 2025

3.1 Time is of the essence in this Agreement.

3.2 The CITY shall have the option for (4) four consecutive (1) one-year extensions in accordance with the scope of work and general terms and conditions of the Trade Services Agreement.

3.3 Any Optional Extension (initial term, plus any option to extend) shall not exceed a total of five (5) years. The CITY in its sole discretion may exercise the optional extension upon 60 days written notice to the SERVICE PROVIDER in accordance with Section 11 of this Agreement. SERVICE PROVIDER shall issue its written consent to the CITY's exercise of the option extension within 10 days of receipt of notice from the CITY. All Notices shall comply with Section 20 of this Agreement.

3.4 All services required of SERVICE PROVIDER under this Agreement shall be completed on or before the end of the term of the Agreement.

4. AGREEMENT AMOUNT NOT TO EXCEED: $4,135,000

5. AGREEMENT EXHIBITS: The following documents memorialized below are the only exhibits to this agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-I
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy
Exhibit F: Iran Contracting Certification

6. DESIGNATED REPRESENTATIVES.

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, SERVICE PROVIDER's services shall be performed or immediately supervised by the SERVICE PROVIDER's Representative:

CITY Designated Representative:
Name: Jose Arreola
Title: Fleet Services Manager
Phone: 805-385-8011
Email: jose.arreola@oxnard.org

Mailing Address (if differs from above):
1060 Pacific Ave. Bldg. 2
Oxnard, CA 93030

SERVICE PROVIDER Designated Representative:
Name: Cindy Muller
Title: V.P. of Business Development
Phone: 562-505-6080
Email: cmuller@amberresources.com

Mailing Address (if differs from above):
1543 West 16th Street
Long Beach, CA 90813

7. CONTRACTUAL PREREQUISITES.

7.1. This Agreement must first be executed by the SERVICE PROVIDER, after which the Agreement shall be approved as to form by the CITY Attorney, then executed by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the CITY Clerk.

7.2. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

7.3. All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

7.4 SERVICE PROVIDER shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

8. SERVICE PROVIDER'S SERVICES.

8.1 SERVICE PROVIDER shall perform the tasks, obligations, and services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 12 of this Agreement.

8.2 The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. SERVICE PROVIDER hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

9. COMPENSATION.

CITY shall pay SERVICE PROVIDER for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as **"**Exhibit B." CITY shall pay SERVICE PROVIDER an amount not to exceed the amount is listed in Section 4 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 12 of this Agreement, and may be subject to approval by the City Council.

9.1 Price Adjustments. Unless otherwise stated, prices are maximum for the term of the Contract. SERVICE PROVIDER may pass through cost increases to the CITY for price adjustments due to increases to Federal and State Taxes, Surcharges, and Fees imposed on the Fuel delivered to the CITY . SERVICE PROVIDER must provide written notice of "pass through" cost increases thirty (30) days in advance before the adjusted prices become effective and the notice shall be accompanied by the required information to substantiate the request for any price adjustment. No price adjustment allowable under this Contract will be granted retroactively. The CITY must also be given the benefit of any decline in prices. The pass through cost increases, which result in price adjustments, must be listed on SERVICE PROVIDERS invoices. There shall not be any additional markup or overhead imposed as a result of the pass through costs.

10. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within thirty (30) days after receipt of such invoice, notify the SERVICE PROVIDER of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

10.1 Payment Request. SERVICE PROVIDER shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: **pwinvoices@oxnard.org**.

10.2 Non-Appropriation of Funds. Payments to be made to SERVICE PROVIDER by CITY for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of CITY. In the event CITY does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which CITY appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

10.3 SERVICE PROVIDER's acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to SERVICE PROVIDER for anything completed, finished or relating to the Services. CITY's payment shall not constitute nor be deemed a release of the responsibility and liability of SERVICE PROVIDER for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by CITY for any defect or error in the Services performed by SERVICE PROVIDER and its employees, agents and Subcontracted service providers.

10.4 SERVICE PROVIDER shall provide CITY with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by SERVICE PROVIDER or materials or products provided to CITY by SERVICE PROVIDER, SERVICE PROVIDER shall pay the sales tax. CITY shall not reimburse SERVICE PROVIDER for sales taxes paid by SERVICE PROVIDER.

11. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 3.2, then this Agreement shall not be extended.**

12. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard Municipal Code, Article IV, Sections 4-59 and 4-60.

13. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 20 of this agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to SERVICE PROVIDER only for work done by SERVICE PROVIDER up to and including the date of termination of this Agreement unless the termination is for cause, in which event SERVICE PROVIDER need be compensated only to the extent required by law. SERVICE PROVIDER may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' written notice.

14. INDEPENDENT CONTRACTOR

SERVICE PROVIDER is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of SERVICE PROVIDER or any of its employees, except as stated in this Agreement. SERVICE PROVIDER has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting SERVICE PROVIDER. This Agreement shall not be interpreted to prevent or preclude SERVICE PROVIDER from rendering any services for SERVICE PROVIDER's own account or to any other person or entity as SERVICE PROVIDER in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the SERVICE PROVIDER shall perform for the City. The CITY retains the right to provide general instructions to and observe the SERVICE PROVIDER in the performance of all services done on behalf of the CITY.

SERVICE PROVIDER and its employees, subcontractors, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. SERVICE PROVIDER and its employees are not employees of City. SERVICE PROVIDER and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. SERVICE PROVIDER shall not, at any time or in any manner, represent that it or any of its agents, subcontractors, or employees are in any manner agents, subcontractors, or employees of City.

15. LAWFUL PERFORMANCE.

SERVICE PROVIDER shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. SERVICE PROVIDER, at its sole expense, shall obtain and maintain during the term of

this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

16. SAFETY REQUIREMENTS.

SERVICE PROVIDER shall not perform any services for the CITY when the SERVICE PROVIDER is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to SERVICE PROVIDER when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of SERVICE PROVIDER's work by CITY shall not operate as a release of the SERVICE PROVIDER from such standard of care and workmanship.

17. OWNERSHIP OF SERVICE PROVIDER'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by SERVICE PROVIDER in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

17.1. Records and Inspections. The SERVICE PROVIDER shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

17.2. Deliverables. SERVICE PROVIDER shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and SERVICE PROVIDER shall, upon completion of all work, submit to the CITY all information developed in the course of the SERVICE PROVIDER's services. SERVICE PROVIDER shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. SERVICE PROVIDER shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to SERVICE PROVIDER by the CITY.

17.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this

Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. SERVICE PROVIDER agrees that CITY may make modifications to computer software furnished by SERVICE PROVIDER without infringing SERVICE PROVIDER's copyright or any license granted to CITY, unless otherwise agreed.

17.4. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the SERVICE PROVIDER pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

17.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. SERVICE PROVIDER may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for SERVICE PROVIDER to perform its obligations pursuant to this Agreement. If SERVICE PROVIDER is granted such access to confidential information, SERVICE PROVIDER shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

17.6. Disclosure of Information. SERVICE PROVIDER shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to SERVICE PROVIDER by the CITY or other information to which the SERVICE PROVIDER has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

17.7. No Warranty. Other than an obligation upon the CITY to deal in good faith, the CITY makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by SERVICE PROVIDER in reliance on any Confidential Information disclosed under this Agreement.

18. ASSIGNMENT.

This Agreement is for the non-professional services of SERVICE PROVIDER. Any attempt by SERVICE PROVIDER to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. SERVICE PROVIDER's services pursuant to this Agreement shall be provided by the SERVICE PROVIDER's Designated Representative or directly under his/her supervision, and SERVICE PROVIDER shall not assign another to supervise the SERVICE

PROVIDER's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 20.

20. NOTICES.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

21. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by SERVICE PROVIDER shall be construed to be both a covenant and a condition.

22. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by SERVICE PROVIDER under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from SERVICE PROVIDER's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

23.1 As a separate and independent covenant from SERVICE PROVIDER's obligations under this section, SERVICE PROVIDER shall to the fullest extent permitted by law, immediately defend, indemnify, and hold harmless CITY, its legislative and advisory bodies, and the CITY's officials, directors, officers,

employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with SERVICE PROVIDER's performance of this Agreement or SERVICE PROVIDER's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. SERVICE PROVIDER's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

23.2 The duty to defend is a separate and distinct obligation from SERVICE PROVIDER's duty to indemnify. SERVICE PROVIDER shall be obligated to defend in all legal, equitable, administrative, or special proceedings, with counsel approved by the CITY Attorney, immediately upon tender to SERVICE PROVIDER of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve SERVICE PROVIDER from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if SERVICE PROVIDER asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, SERVICE PROVIDER may submit a claim to CITY for reimbursement of reasonable attorneys' fees and defense costs.

23.3 The review, acceptance or approval of SERVICE PROVIDER's work or work product by any of the Indemnitees shall not affect, relieve or reduce SERVICE PROVIDER's indemnification or defense obligations. SERVICE PROVIDER waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by SERVICE PROVIDER pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 24. The SERVICE PROVIDER's obligations under this Section of the Agreement shall survive the termination of the Agreement.

23.4 SERVICE PROVIDER agrees to pay all required taxes on amounts paid to SERVICE PROVIDER under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. SERVICE PROVIDER shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of SERVICE PROVIDER's subcontractors, material suppliers, directors, officers, employees, agents and

representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. CITY shall have the right to offset against the amount of any compensation due to SERVICE PROVIDER under this Agreement any amount due to CITY from SERVICE PROVIDER as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

24. INSURANCE.

SERVICE PROVIDER shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that SERVICE PROVIDER obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. SERVICE PROVIDER shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by SERVICE PROVIDER is a material element of this Agreement. SERVICE PROVIDER'S failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, SERVICE PROVIDER understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement. SERVICE PROVIDER will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

26. PREVAILING WAGE REQUIREMENTS.

26.1. Application. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees. Payment of Prevailing Wage is the responsibility of the Service Provider.

26.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to:

https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html

26.3. Contract Splitting. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

26.4. Use of Prevailing Wages vs. Living Wages. In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

27. CONFLICT OF INTEREST

SERVICE PROVIDER covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of SERVICE PROVIDER's services under this Agreement. SERVICE PROVIDER further covenants that in the performance of services under this Agreement, no officer, employee or agent of SERVICE PROVIDER having such interest shall be employed by it. In the event the CITY determines that SERVICE PROVIDER must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, SERVICE PROVIDER shall file such Form 700 with the CITY Clerk's Office pursuant to the written instructions provided by the CITY Clerk. Acquisition or maintenance of a conflicting interest by SERVICE PROVIDER may result in termination of this Agreement by the CITY.

28. IRAN CONTRACTING ACT

In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any CONSULTANT that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars ($1,000,000) or more, must certify, that the CONSULTANT is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A CONSULTANT is ineligible to enter into any contract with the CITY for goods or services of one million dollars ($1,000,000) or more if the CONSULTANT engages in investment activities in Iran. CONSULTANT must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as Exhibit F.

29. SUBCONTRACTING.

If CONSULTANT requires the assistance of a subcontractor to render any services under this agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the scope of work attached to this Agreement as Exhibit A. CONSULTANT is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. CONSULTANT shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

30. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the SERVICE PROVIDER. The decision of the CITY's Designated Representative shall be final and conclusive unless SERVICE PROVIDER requests mediation within ten (10) calendar days. Pending final decision of a dispute, the SERVICE PROVIDER shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

31. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. AUDIT.

CITY shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by SERVICE PROVIDER in preparing its billings to CITY as a condition precedent to any payment to SERVICE PROVIDER; or for other purposes relating to the Agreement. SERVICE PROVIDER will promptly furnish all documents requested by CITY. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit SERVICE PROVIDER for a period of 3 years after final

payment under the Agreement. Regardless of whether a State audit is permitted, SERVICE PROVIDER shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by CITY, whichever occurs later. SERVICE PROVIDER shall maintain all such records in CITY or to promptly reimburse CITY for all reasonable costs incurred in conducting the audit at a location other than in CITY, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. SERVICE PROVIDER shall include a copy of this Section in all contracts with its subcontractors, and SERVICE PROVIDER shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or CITY.

33. ADVERTISING AND PUBLICITY

SERVICE PROVIDER shall not use the name of or refer to CITY directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

34. NONDISCRIMINATORY EMPLOYMENT.

SERVICE PROVIDER shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. SERVICE PROVIDER understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, SERVICE PROVIDER shall be responsible for such subcontractor's compliance with this Section.

35. FORCE MAJEURE.

Neither the SERVICE PROVIDER nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

36. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

37. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

38. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

39. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

40. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

41. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

42. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit

imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

43. ACKNOWLEDGEMENT.

By signing below, SERVICE PROVIDER acknowledges that it has reviewed the CITY's Trade Services Agreement terms and conditions and insurance requirements and that SERVICE PROVIDER hereby agrees to full compliance.

[Signatures on next page]

In witness whereof, the Parties have entered into this Agreement effective on the date as written in section 3 and upon signature of all Parties.

CITY OF OXNARD

☑John C. Zaragoza, Mayor[1] Date

☐Jennifer Yates, [2]
Purchasing Manager

M.O. DION & SONS, INC.
DBA DION & SONS, INC.

Scott Heller, President Date

Cindy Muller, Vice President[3] Date

ATTEST:

Rose Chaparro, CITY Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, CITY Attorney (always required) Date

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000.

[2] The Purchasing Agent may execute any authorized agreement up to $200,000.

[3] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- An95 or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBIT A

TRADE SERVICE AGREEMENT
(CITY of Oxnard and M.O. Dion & Sons, Inc. dba Dion & Sons, Inc.)

SCOPE OF SERVICES

CITY PROJECT MANAGER FOR THIS AGREEMENT: Jose Arreola / 805-385-8011 / jose.arreola@oxnard.org

Service Provider shall provide bulk fuel delivery services for all referenced fuel types for the City's current and future tanks. Fuel shall be ordered and delivered, if delivery is not regularly scheduled, on an "as needed" basis by means of a phone call to the Service Provider. Maximum response time for such delivery shall be 24 hours (not three 8-hour business days) or the next business day. The City reserves the right to add or delete delivery sites and fuel types as needed during the course of the Agreement. Please contact City staff regarding City observed holidays for facilities that are closed.

Estimated Quantities: The annual quantities listed below are estimates only. The City shall not be penalized for purchasing more or less than the quantities listed. All gasoline, clear diesel, red dye 99 diesel and renewable 95 diesel delivered under this contract shall meet the latest requirements of the California Air Resources Board (CARB), Federal, State, and local governments as well as fuel industries laws, codes, requirements, standards, and guidelines currently in force and any of those put in force during the contract period. Particular attention shall be paid to the American Society of Testing and Materials (ASTM) laws, regulations, and standards.

Location and Address	Type of Fuel	Tank Capacity (Gallons)	Estimated Annual Gallons	Delivery Frequency
Fire Station 1 491 South "K" Street Oxnard, CA 93030	Unleaded Gasoline	500	4,500	Every two weeks
	Renewable 95 Diesel	1,500	8,500	Every two weeks
Fire Station 2 531 East Pleasant Valley Road Oxnard, CA 93033	Renewable 95 Diesel	500	2,800	Every four weeks
Fire Station 3 150 Hill Street Oxnard, CA 93033	Renewable 95 Diesel	1,000	4,300	Every four weeks

Fire Station 4 230 West Vineyard Avenue Oxnard, CA 93036	Renewable 95 Diesel	1,000	4,500	Every four weeks
Fire Station 5 1450 Colonia Road Oxnard, CA 93030	Renewable 95 Diesel	500	3,600	Every three weeks
Fire Station 6 2601 Peninsula Road Oxnard, CA 93035	Renewable 95 Diesel	1,000	4,000	Every four weeks
Fire Station 8 3000 South Rose Avenue Oxnard, CA 93033	Unleaded Gasoline	250	2,500	Every 1.5 weeks
	Renewable 95 Diesel	750	8,700	Every two weeks
Wastewater Treatment Plant 6001 Perkins Road Oxnard, CA 93033	Unleaded Gasoline	10,000	20,000	Twice a year
	Clear Diesel	10,000	20,000	Twice a year
Environmental Resources 111 Del Norte Boulevard Oxnard, CA 93030	Red Dye 99 Diesel	1,500	41,600	Weekly
	Unleaded Gasoline*	10	100	As needed
Water Division (North Tank) 251 South Hayes Avenue Oxnard, CA 93030	Red Dye 99 Diesel	3000	3000	Twice a year
Water Division (South Tank) 251 South Hayes Avenue Oxnard, CA 93030	Red Dye 99 Diesel	4000		Twice a year

Water Blending Station 3 1700 Solar Drive Oxnard, CA 93030	Red Dye 99 Diesel	2000	1000	Twice a year
Water Blending Station 4 3637 N. Rose Avenue Oxnard, CA 93036	Red Dye 99 Diesel	145		As needed
Water Blending Station 5 980 E. Pleasant Valley Rd Oxnard, CA 93033	Red Dye 99 Diesel	77		As needed
Advanced Water Purification Facility 5700 Perkins Rd Oxnard, CA 93033	Red Dye 99 Diesel	230	80	As needed

Deliveries shall be made as follows:

- Environmental Resources: Red dye 99 diesel fuel shall be delivered, and tank topped off, regardless of quantity ordered, every week, to maintain, at minimum, 50% fuel in tank at all times. Unleaded gasoline shall be delivered as needed.
- Oxnard Fire Stations: Fuel shall be delivered, and tanks topped off, regardless of quantity ordered, every three weeks, or sooner if necessary, to maintain, at minimum, 50% fuel in all tanks at all times.
- Wastewater Treatment Plant: Fuel shall be delivered, and tanks topped off, twice a year.
- Water Division and Blending Stations: Red dye 99 diesel fuel shall be delivered and tanks to be filled at 80% capacity.

Deliveries shall be made by owned or contract motor carriers. Carriage vehicles shall be fully equipped. It is the responsibility of the Service Provider to supply pumps, hoses, or whatever is needed to appropriately pump the fuel being delivered. Hoses and all coupler fittings shall be tight when in use. Products that leak from hoses or coupler connections shall be cleaned up and removed by the Service Provider, including any product in spill containers.

The City reserves the right to add or remove City delivery locations and add or remove types of fuel during the term of the contract.

Delivery Contacts:

- Environmental Resources: James Torrez, 805.200.2215
- Fire Stations 1 – 8: Aaron Baker 805.290.5198
- Service Provider shall receive Fire Station gate codes prior to making the first delivery.
- Wastewater Treatment Plant: Miguel Diaz 805.271.2208
- Water Division: Jake McConnell 805.368.0189 and Chris Peyton 805.207.2101

Emergency Requirements: The Service Provider shall guarantee, in the event of a declared emergency or natural disaster, priority will be given to all City vehicles/equipment for fuel purchases.

- The Service Provider shall provide the City with a 24-hour emergency contact number.
- The Service Provider shall provide the City with an emergency plan and necessary personnel to accommodate the City's needs in the event of a declared emergency or natural disaster.
- Actual hours of operation and response times shall be dependent upon the demands and needs of any particular emergency and shall be coordinated with a City representative.

- Hours of operation can range from a 24-hour-per-day requirement to predetermined hours of operation as established by the City.
- Emergency Fuel delivery shall be guaranteed to include the following:

    - 24-hour bulk fuel delivery to any of the above-ground fuel tank locations as requested by the City including all Fire stations and Utility locations listed in the Service Description
    - 24-hour fuel delivery to emergency incidents in and immediately adjacent to Oxnard to refuel fire apparatus and equipment; with a minimum of 1000-gallon refueling capability
    - 24-hour diesel fuel delivery to the following Oxnard Public Safety Facilities to refuel stationary backup generators; with a minimum 1000-gallon refueling capability:
        - Fire Station 1: 491 S. K Street
        - Fire Station 2:531 E. Pleasant Valley Road
        - Fire Station 3: 150 Hill Street
        - Fire Station 4: 230 W. Vineyard Avenue
        - Fire Station 5: 1450 Colonia Road
        - Fire Station 6: 2601 Peninsula Road
        - Fire Station 8: 3000 S. Rose Avenue
        - Oxnard Police Department: 251 S. C Street
        - Oxnard Police Department: 3001 Sturgis Road
        - Oxnard Fire Department/Emergency Operations Center: 360 W. 2nd Street

Pricing:

- The Service Provider's price shall consist of the Contract Average price listed on the OPIS (Oil Price Information Service) Contract Benchmark Report with CAR Cost for Los Angeles for unleaded gasoline, clear diesel (#2) and red dye diesel, plus a stated amount which shall be applied to the published average, to establish cost per gallon of fuel.
- Pricing will be based on the published OPIS index on the date of delivery.
- If the OPIS price is not reported for a particular day, the most recent price previously reported shall be used as the base price.
- The quoted price shall include Service Provider's costs except for fees and taxes levied by the Federal government, State of California, County of Ventura, and City of Oxnard.

- If OPIS discontinues publication of a contractual-based pricing index, the City and Service Provider shall negotiate on a new pricing index. If the City and Service Provider cannot agree on a new pricing methodology, the City may terminate the Contract.

Billing:

- Payment shall be made for quantities actually delivered and accepted, whether greater or less than ordered amounts.
- Invoices shall detail costs for taxes, fees, and surcharges.
- Service Provider shall leave signed delivery slips with City staff or, in the absence of City staff, at an agreed-upon location.
- Invoices shall detail the date, time, location of delivery, fuel type, number of gallons delivered, price, and all taxes, fees, and surcharges and shall include a copy of the daily published OPIS index from the date of delivery.
- The invoice shall be an email attachment in a format recognizable by the City's computer system, e.g., PDF.
  In order for timely invoice payment, invoices shall be received no later than five business days after delivery.
- Invoice payment shall be due net 30 days from the date of the invoice.
- Billing contact information:

  Environmental Resources:
  Invoices shall be sent to: Lucy Hernandez at lucy.hernandez@oxnard.org

  Fire Stations:
  Invoices shall be sent to: Rosanna Hernandez at rosanna.hernandez@oxnard.org

  Wastewater Treatment Plant:
  Invoices shall be sent to: Maria Perez maria.perez@oxnard.org

  Water Division and AWPF:
  Invoices shall be sent to: Water Accounts Payable waterap@oxnard.org

EXHIBIT B

TRADE SERVICE AGREEMENT
(CITY of Oxnard and M.O. Dion & Sons, Inc. dba Dion & Sons, Inc.)

SCHEDULE OF COMPENSATION

Fuel Cost per Gallon over OPIS or Cost per Gallon over other Cost Basis				
Location	Unleaded Regular, 87 Octane minimum	Clear Diesel, CARB #2 low sulfur	Renewable R99 Diesel	Red Dye 99 Diesel
Environmental Resources	$2.50	N/A	N/A	$0.65
Fire Stations	$0.50	N/A	$0.09	N/A
Wastewater Treatment Plant	$.075	$.075	NIA	NIA
Water Yard	NIA	NIA	NIA	$0.035
Water Blending Stations	NIA	NIA	NIA	$0.09
Advanced Water Purification Facility	NIA	NIA	NIA	$0.65
Taxes, fees and surcharges per Gallon				
Description	Unleaded Regular, 87 Octane minimum	Clear Diesel, CARB #2 low sulfur	Renewable R99 Diesel	Red Dye 99 Diesel
GHG Fee	Included in OPIS	Included in OPIS	Included in OPIS	Included in OPIS
LCFS Fee	Included in OPIS	Included in OPIS	Included in OPIS	Included in OPIS
**CA Environmental Surcharge AB32	$0.0035	$0.0032	$0.0000	$0.0000
State Excise Tax	$0.596	$0.454	$0.454	$0.0000
**Federal Oil Spill Recovery Fee	$0.0019	$0.00214	$0	$0

**Superfund Fees	$0.0035	$0.0039	$0	$0
**CA Lead Poisoning Prevention Fee	$0.0008	$0	$0	$0
LUST	$0.001	$0.001	$0.001	$0.001
CA Sales Tax	2.25%	13%	13%	7.25%
City Sales Tax Oxnard)	2.00%	2.00%	2.00%	2.00%

EXHIBIT C

TRADE SERVICES AGREEMENT
(CITY of Oxnard and M.O. Dion & Sons, Inc. dba Dion & Sons, Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER (hereafter referred to as "SERVICE PROVIDER") must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

INSURANCE REQUIREMENTS FOR VENDORS
(WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)

1. Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Vendor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-I. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

3. Vendor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Vendor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of vendor; products and completed operations of vendor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-I or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 <u>and</u> CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages **(this must be endorsed)**. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

5/24

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-I.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG. $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER**				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

SAMPL

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made
Retroactive Date _____
☐ Occurrence

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

OTHER PROVISIONS

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name: _____
Address: _____
_____
_____
Telephone: ( ) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:
Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
Telephone: (____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:
Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

EXHIBIT D

TRADE SERVICES AGREEMENT
(CITY of Oxnard and M.O. Dion & Sons, Inc. dba Dion & Sons, Inc.)

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $18.89 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. SERVICE PROVIDER agrees to post, at a location readily accessible to those employees providing services to the CITY, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If SERVICE PROVIDER fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to SERVICE PROVIDER, effective immediately.

D. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER shall pay to CITY a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2023

SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $18.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2024, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. SERVICE PROVIDER agrees to post, at a location readily accessible to those employees providing services to the CITY, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If SERVICE PROVIDER fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to SERVICE PROVIDER, effective immediately.

c. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER shall pay to CITY a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

EXHIBIT E

TRADE SERVICES AGREEMENT
(CITY of Oxnard and M.O. Dion & Sons, Inc. dba Dion & Sons, Inc.)

PREVAILING WAGE

1. SERVICE PROVIDER acknowledges that the Project defined in the Agreement between SERVICE PROVIDER and CITY is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. SERVICE PROVIDER shall perform the Project as a public work. SERVICE PROVIDER shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. SERVICE PROVIDER acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and SERVICE PROVIDER shall post such rates at each job site covered by this Agreement.

3. SERVICE PROVIDER is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. SERVICE PROVIDER shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. SERVICE PROVIDER shall, as a penalty to CITY, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by SERVICE PROVIDER or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. SERVICE PROVIDER shall comply with Labor Code Section 1776, which requires SERVICE PROVIDER and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.

6. SERVICE PROVIDER shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, SERVICE PROVIDER shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, SERVICE PROVIDER and each of its

subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. SERVICE PROVIDER may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, SERVICE PROVIDER must immediately notify CITY.

8. SERVICE PROVIDER is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. SERVICE PROVIDER shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

9. SERVICE PROVIDER acknowledges that 8 hours labor constitutes a legal day's work. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1810.

10. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. SERVICE PROVIDER shall, as a penalty to CITY, forfeit $25 for each worker employed in the performance of this Agreement by SERVICE PROVIDER or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by SERVICE PROVIDER's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. SERVICE PROVIDER shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. SERVICE PROVIDER shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. SERVICE PROVIDER shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, SERVICE PROVIDER shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, SERVICE PROVIDER shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify CITY, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Service Provider, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of SERVICE PROVIDER under this Section shall survive Agreement termination.

TRADE SERVICES AGREEMENT
(CITY of Oxnard and M.O. Dion & Sons dba Dion & Sons, Inc.)

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to,or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION
I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision
(b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed
Executed in the County of_____ in the State of
_____

OPTION No.2 – EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.
Company Name/Financial Institution (printed): Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed
Executed in the County of_____ in the State of
_____

Approve Agreement 325000018 with M.O. Dion & Sons, Inc. dba Dion & Sons, Inc. for Purchase and Delivery of Bulk Fuel

Public Works and Transportation Committee
June 25, 2024

City Council
June 27, 2024

Jose Arreola
Fleet Services Division Manager

CITY OF OXNARD CALIFORNIA

Recommendation

FOR PUBLIC WORKS AND TRANSPORTATION COMMITTEE:

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with M.O. Dion & Sons, Inc. dba Dion & Sons, Inc. in the amount not to exceed $4,135,000 for an initial one-year term from July 1, 2024 to June 30, 2025 with the option for four (4) consecutive one (1) year period extensions that shall not exceed a total of five (5) years for a final term ending June 30, 2029 for the purchase and delivery of bulk fuel to various City locations.

Recommendation

FOR CITY COUNCIL:

That the City Council approve and authorize the Mayor to execute an Agreement with M.O. Dion & Sons, Inc. dba Dion & Sons, Inc. in the amount not to exceed $4,135,000 for an initial one-year term from July 1, 2024 to June 30, 2025 with the option for four (4) consecutive one (1) year period extensions that shall not exceed a total of five (5) years for a final term ending June 30, 2029 for the purchase and delivery of bulk fuel to various City locations.

BACKGROUND

- The City of Oxnard has been utilizing a vendor for the purchase and delivery of bulk fuel for over ten years
- The City requires bulk fuel delivery to various locations in the City: Fire Stations, Wastewater Division, Water Division, Advanced Water Purification Facility and Environmental Resources Divisions
- These locations have onsite fuel tanks for fueling vehicles and equipment
- Adequate delivery of bulk fuel is essential for City day to day operations, public safety departments and backup generators

BACKGROUND

Delivery of Bulk Fuel (Gasoline, Clear Diesel, Renewable Diesel and Red Dye 99 Diesel) to the following locations:

1. Environmental Resources, 111 Del Norte Boulevard
2. Wastewater Treatment Plant, 6001 Perkins Road
3. Water Yard, 251 South Hays Avenue
4. Water Blending Station 3, 1700 Solar Drive
5. Water Blending Station 4, 3637 N. Rose Avenue
6. Water Blending Station 5, 980 E. Pleasant Valley Road
7. Advanced Water Purification Facility, 5700 Perkins Road

Delivery locations (continued):

8. Fire Station 1, 491 South "K" Street
9. Fire Station 2, 531 E. Pleasant Valley Road
10. Fire Station 3, 150 Hill Street
11. Fire Station 4, 230 West Vineyard Avenue
12. Fire Station 5 1450 Colonia Road
13. Fire Station 6, 2601 Peninsula Road
14. Fire Station 8, 3000 South Rose Avenue

BACKGROUND

Delivery of Diesel Fuel (Renewable 99 Diesel) to Stationary Backup Generators at the following locations:

1. Fire Station 1, 491 South "K" Street
2. Fire Station 2, 531 E. Pleasant Valley Road
3. Fire Station 3, 150 Hill Street
4. Fire Station 4, 230 West Vineyard Avenue
5. Fire Station 5 1450 Colonia Road
6. Fire Station 6, 2601 Peninsula Road
7. Fire Station 8, 3000 South Rose Avenue
8. Oxnard Police Department, 251 S. C Street
9. Oxnard Police Department, 3001 Sturgis Road
10. Oxnard Fire Department Emergency Operations Center, 360 W. 2nd Street

DISCUSSION

- On February 29, 2024 the City solicited Request for Bid PW24-88 for the purchase and delivery of bulk fuel (Gasoline, Clear Diesel, Renewable 99 Diesel and Red Dye 99 diesel) to various City sites

- The RFB closed on April 8, 2024 with a total of three bids received

- Staff proceeded to award to M.O. Dion & Sons (second lowest responsive bidder) after the lowest responsive bidder refused to enter into an agreement due to the City's contract language

- The bid was based on markup amount above the California Oil Price Information Service (OPIS)

DISCUSSION

- The services include 24-hour emergency fuel delivery to all listed Fire Stations and Utility locations as well as 24-hour diesel fuel delivery to the Oxnard Public Safety Facilities to refuel stationary backup generators

- Estimated annual fuel quantities are as follows:
  - Unleaded Gasoline – 27,000
  - Renewable 99 Diesel – 36,400
  - Clear Diesel (CARB #2) – 20,000
  - Red Dye 99 Diesel – 45,680

FINANCIAL IMPACT

- The total amount of the Agreement with Dion & Sons shall not exceed $4,135,000 over the entire term of five years if fully extended

- Funding for this Agreement has been programmed in the Proposed Fiscal Year 2024-25 Budget from various funds receiving these services for the City Council's consideration

- Subsequent year allocations for the remainder agreement value will be requested during the annual budget process

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QUESTIONS?