

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.



AMENDED AGENDA
Report of the City Manager – Item H.1 Revised

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

Meeting Location: Council Chambers, 305 West Third Street

July 30, 2024

Closed Session - 4:30 PM

Appointment Items - 5:00 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: 854 1503 2679
3. Passcode: 962074

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/](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](https://www.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 (4:30 PM)

1. CONFERENCE WITH LABOR NEGOTIATORS (Government Code section 54957.6)
Agency designated representative: Bryan MacDonald, Mayor Pro Tem.
Unrepresented employee: City Attorney
Legislative Body: City Council
2. CONFERENCE WITH LABOR NEGOTIATORS (Government Code section 54957.6)
Agency designated representative: Bryan MacDonald, Mayor Pro Tem.
Unrepresented employee: City Manager
Legislative Body: City Council
3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code section 54956.9(d)(2))
Based on existing facts and circumstances, there is significant exposure to litigation against the City in one potential case.
Legislative Body: City Council
4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code section 54956.9(d)(4))
Based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in one potential case.
Legislative Body: City Council
5. CONFERENCE WITH REAL PROPERTY NEGOTIATORS – (Government Code section

54956.8)

Property: 161 Hueneme Road, Oxnard, CA (APN 222-0-011-305)

Agency Negotiator: Emilio Ramirez, Housing Director

Negotiating Party: Eddie Antoian

Under Negotiation: Price and terms of payment

Legislative Body: City Council

6. CONFERENCE WITH REAL PROPERTY NEGOTIATORS – (Government Code section 54956.8)

Property: 258 West Pleasant Valley Road, Oxnard, CA (APN 222-0-101-070)

Agency Negotiator: Emilio Ramirez, Housing Director

Negotiating Party: Sarah Ortiz

Under Negotiation: Price and terms of payment

Legislative Body: City Council

D. APPOINTMENT ITEMS (5:00 PM)

1. SUBJECT: Presentation by the Youth Coalition of Oxnard on Cannabis Dispensary & Smoke Shop Advertisement Targeting Oxnard Youth.
2. SUBJECT: Presentation by California State University Channel Islands President Yao on the State of the University.

E. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

F. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Resolution Commending Barbara Wulf for over Twenty-Seven Years of Outstanding Service to the City of Oxnard.

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: Ratify the Declaration of Terminating the Emergency Order and Ratify Agreement 32500074 with LDP Associates, Inc. for Replacement of the City's Data Center Cooling System. (10 minutes)

RECOMMENDATION: That the City Council:

1. Ratify the City Manager's declaration of the termination of the emergency order to dispense with public bidding requirements pursuant to Public Contract Code section 22050 for the replacement of the Data Center Cooling System;
2. Ratify an Agreement with LDP Associates, Inc. in the amount of \$274,239 with a Project contingency amount of \$27,424 (10%) with LDP Associates, Inc. for a total not to exceed value of \$301,663; and
3. Approve a Project allocation amount of \$13,712 (5%) for engineering and project management for the Project.

(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/qEJV1ttehM>

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.

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 for the Month of May 2024.

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 May 2024.

(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Javier Chagoyen-Lazaro, (805) 200-5400

2. Police Department

SUBJECT: First Amendment to Agreement 32400297 with Petroleum Telcom, Inc.

RECOMMENDATION: That the City Council approve and authorize the execution of the First

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Amendment to the Trade Services Agreement #32400297 with Petroleum Telcom, Inc. dba Telcom, Inc. for mobile radio installation services, increasing the amount not to exceed from \$900,000 to \$1,150,000.

(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Jason Benites, (805) 385-7624

3. Public Works Department

SUBJECT: Agreement 32500028 with Carollo Engineering, Inc. for On-Call Consulting Services for Water and Recycled Water Treatment Process Support.

RECOMMENDATION: That the City Council authorize the Mayor to execute an Agreement with Carollo Engineering, Inc. for a total amount not to exceed \$200,000 for an initial one-year term from July 31, 2024, to July 30, 2025, with the option to extend for two (2) consecutive one (1) year period extensions, that shall not exceed a total of three (3) years for a final term ending July 30, 2027, for On-Call Consulting Services for Water and Recycled Water Treatment Process Support.

(Public Works and Transportation Committee approved 3-0 on July 9, 2024.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

4. Public Works Department

SUBJECT: Second Amendment to Agreement 9648-22-CM with Pacific Coast Elevator Corporation, dba Amtech Elevator Services, for Elevator Inspections, Maintenance, and Repairs.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Second Amendment to the Agreement with Pacific Coast Elevator Corporation, dba Amtech Elevator Services, to increase the current not to exceed amount from \$200,000 to \$500,000 and extend the term to August 31, 2025, for elevator inspections, maintenance, and repairs.

(Public Works and Transportation Committee approved 3-0 on July 9, 2024.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

5. Public Works Department

SUBJECT: Public Project Agreement 32500024 with Oilfield Electric Company for On-Call Electrical Maintenance and Minor Repair Services, Specification No. PW 24-100.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with Oilfield Electric Company for a total amount not to exceed \$1,860,000 for a three (3) year term for On-Call Electrical Maintenance and Minor Repair Services, Specification No. PW 24-100.

(Public Works and Transportation Committee approved 3-0 on July 9, 2024.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

6. Community Development Department

SUBJECT: Response to Grand Jury Report on the City of Oxnard Permitting Process, "Building Better Together."

RECOMMENDATION: That the City Council authorize the Mayor to respond, on behalf of the

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City Council, to the Grand Jury's "Building Better Together" report dated June 5, 2024.

(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Jeff Pengilley, (805) 385-8208

7. City Attorney Department

SUBJECT: Adoption of an Ordinance Establishing a Tobacco Retailer Cap.

RECOMMENDATION: That the City Council adopt an ordinance titled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING SECTION 11-377 OF THE OXNARD CITY CODE BY ESTABLISHING A CAP ON THE NUMBER OF TOBACCO RETAILER PERMITS THAT MAY BE ISSUED BY THE CITY WITH CERTAIN EXCEPTIONS.

(Community Services, Public Safety, Housing & Development Committee approved 3-0 on May 19, 2024.)

Legislative Body: City Council

Contact: Stephen Fischer, (805) 385-7483

8. City Attorney Department

SUBJECT: Adoption of an Omnibus City Code Update.

RECOMMENDATION: That the City Council adopt an ordinance titled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING VARIOUS SECTIONS OF THE OXNARD CITY CODE TO REGULATE ELECTION SIGNS, MODIFY SUBDIVISION MAP ACT SIGNATURE REQUIREMENTS, AMEND SHORT TERM RENTAL NOTICE REQUIREMENTS, AND STRENGTHEN RENT STABILIZATION AND JUST CAUSE EVICTION REGULATIONS.

(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Stephen Fischer, (805) 385-7483

9. Finance Department

SUBJECT: City's Quarterly Investment Report for the period ending June 30, 2024.

RECOMMENDATION: That the City Council receive and file the City's quarterly investment report.

(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Javier Chagoyen-Lazaro, (805) 200-5400

M. PUBLIC HEARINGS

1. Housing Department

SUBJECT: Amendment to City's Five-Year (2019–2023) Permanent Local Housing Allocation Plan. (10 minutes)

RECOMMENDATION: That the City Council:

1. Conduct a public hearing to receive comments relating to a proposed amendment to the City of Oxnard Five-Year Permanent Local Housing Allocation Plan; and
2. Adopt a resolution amending the City of Oxnard Five-Year Permanent Local Housing Allocation Plan.

(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/AWZrEdK9Ggo>

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

N. REPORTS

1. Public Works Department

SUBJECT: Construction Contract Increase for Pleasant Valley Restroom Project. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize an additional project contingency in the amount of \$2,911.56 to Agreement A-8485 with NoHo Constructors for a new not-to-exceed contract value of \$242,161.56.

(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/csbXQmowfEw>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

2. Public Works Department

SUBJECT: Sewer Main Transfer of Ownership Agreement A-8560. (10 minutes)

RECOMMENDATION: That the City Council authorize the City Manager to execute an Agreement and any associated documents transferring the ownership of the out-of-service Sewer Main from the City of Oxnard to the City of Port Hueneme.

(Public Works and Transportation Committee approved 3-0 on July 9, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation

video: <https://youtu.be/pk61l5lxf4>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

3. Public Works Department

SUBJECT: Agreement 32500043 with Carollo Engineering, Inc. for Engineering Services for Aquifer Storage and Recovery Pilot Well PW 24-107. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with Carollo Engineering, Inc. for a total amount not to exceed \$859,069.50 from August 1, 2024 to January 31, 2026 for Engineering Services for Aquifer Storage and Recovery Pilot Well.

(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/cWOBziWRFzY>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

4. Information Technology Department

SUBJECT: Second Amendment to Agreement 32400125 with Hireclout for IT Consulting and Recruiting Services. (10 minutes)

RECOMMENDATION: That City Council approve and authorize the Mayor to execute a Second Amendment to Professional Services Agreement 32400125 with Hireclout, Inc. to increase the value of the agreement from \$850,000 to \$1,500,000 through June 30, 2025, for information technology consulting and recruitment services.

(Finance & Governance Committee approved 3-0 on July 9, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/F_KGJJ8OOWM

Legislative Body: City Council

Contact: Robert Ruben, (805)385-7554

O. ADJOURNMENT

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
COMMENDING BARBARA WULF FOR OVER TWENTY-SEVEN
YEARS OF OUTSTANDING SERVICE TO THE CITY OF OXNARD

WHEREAS, Barbara started her environmental career with the City of Oxnard in 1996 with the Refuse and Solid Waste Division with a focus on waste reduction and recycling programs. During her 27 year tenure with the City, Barbara had the opportunity to expand into other environmental and sustainability programs and projects. This includes being a member of the City's green sustainability team, being a contributor to the Energy Action Plan, and, over the last several years, an integral member of the City's Water Conservation program; and

WHEREAS, Barbara has consistently demonstrated professionalism, integrity, and a strong work ethic throughout her career. She has positively impacted the City of Oxnard and its residents through her tireless efforts to promote water efficiency and sustainability. She has designed multi-media campaigns, published and edited newsletters, and designed educational materials and graphics. As the education and outreach lead, Barbara managed a contract for school assemblies to educate youth about the environment and water conservation reaching more than 7,000 elementary students in a given year; and

WHEREAS, even during the Covid-19 pandemic, Barbara was able to adapt to innovative ways to do outreach to encourage residents to conserve water at home. Barbara spearheaded the Virtual Water Division Tour Project, where she coordinated the recording of a virtual tour so the City could give an opportunity to the residents to learn more about the Water Division. Barbara's expertise and passion have been invaluable, and

WHEREAS, Barbara has been a champion with regard to community engagement for the City by interacting well and providing exceptional customer service to the residents of Oxnard. For many years, Barbara went above and beyond to coordinate the West Ventura County Business Alliance Public Works Day for many local professionals. Barbara ensured every participant of the Oxnard Leadership Program would have an enjoyable time learning about the City; and

WHEREAS, during her career at the City, Barbara was awarded the Woman of Distinction for the Environment Award from the Soroptimist International of Oxnard. Barbara has been a valued member of the Public Works Department and has earned the respect and admiration of colleagues and community members alike; and

NOW, THEREFORE, the City Council of the City of Oxnard resolves to commend, recognize, and extend its gratitude to Barbara Wulf who retired on July 18, 2024 after dedicating over twenty-seven years of exceptional service to the City of Oxnard. We extend our sincere gratitude and appreciation to Barbara for her many years of service and contributions to our community and staff.

PASSED AND ADOPTED THIS 30th day of July, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



CITY COUNCIL AGENDA REPORT

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

DATE: July 30, 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 the Declaration of Terminating the Emergency Order and Ratify Agreement 32500074 with LDP Associates, Inc. for Replacement of the City's Data Center Cooling System. (10 minutes)

RECOMMENDATION

That the City Council:

1. Ratify the City Manager's declaration of the termination of the emergency order to dispense with public bidding requirements pursuant to Public Contract Code section 22050 for the replacement of the Data Center Cooling System;
2. Ratify an Agreement with LDP Associates, Inc. in the amount of \$274,239 with a Project contingency amount of \$27,424 (10%) with LDP Associates, Inc. for a total not to exceed value of \$301,663; and
3. Approve a Project allocation amount of \$13,712 (5%) for engineering and project management for the Project.

(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/qEJV1ttehM>

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 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

On July 23, 2024, after reviewing information provided by the Public Works Director, the City Manager declared the emergency order to be terminated. This was based upon the facts that LDP Associates, Inc. (LDP) had been selected to conduct the work necessary to repair/replace the City's Data Center cooling system and an agreement has been finalized and signed by LDP. Therefore, staff is recommending that the City Council ratify the City Manager's declaration that the emergency order be terminated and ratify the agreement with LDP along with project allocation costs.

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 cost for this project shall not exceed \$315,375, including the install agreement for \$274,239, a 10% contingency for \$27,424, and a 5% project allocation for any labor and other costs for \$13,712. This will be funded from the operating budget from available appropriations in the Information Technology Fund (7311801-53200 and 7311804-56040).

It should be noted that because of the emergency nature of this process, a full engineering design and field survey was not completed. This may result in unforeseen or unknown site conditions requiring additional funds to address. Should this occur, staff will return to the City Council with updates.

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. 32500074 LDP Associates IT 24-134 FULLY EXECUTED
2. Presentation

**UNBID EMERGENCY CONTRACT FOR
DATA CENTER COOLING SYSTEM REPLACEMENT PROJECT
SPECIFICATION NO. IT 24-134**

**BY AND BETWEEN
THE CITY OF OXNARD
AND
LDP ASSOCIATES, INC.**

THIS EMERGENCY CONTRACT (the "Contract") is made and entered this 24th day of July, 2024 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and LDP ASSOCIATES, INC., ("Contractor"). The City and Contractor are sometimes hereinafter referred to as a "Party" and collectively referred to as the "Parties."

WHEREAS, the City requires the immediate replacement of the the City's current Data Center Cooling System due to a catastrophic failure, and construction and installation of a new Cooling System for the Data Center; and

WHEREAS, the City Manager pursuant to his authority in Oxnard City Code section 4-20(B) found there was substantial evidence to implement emergency contracting procedures, allowed under Public Contract Code section 22050, due to the catastrophic failure of the City's Data Center Cooling System; and

WHEREAS, the City contacted three companies to provide proposals for the removal and installation of a new Data Center Cooling System, and the based on the information provided in the proposals LDP Associates, Inc. was selected; and

WHEREAS, Contractor is a duly organized Corporation in good standing in the State of California, and represents that it has the background, knowledge, experience, expertise and resources to perform the Work and other obligations encompassed by this Contract; and

WHEREAS, in light of the facts set forth above and the certifications made by Contractor as part of its Proposal, the City desires to retain Contractor to perform the replacement, installation and construction Work for the Project as set forth in this Contract and in the Contract Documents, as hereinafter described.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERETO AGREE AS FOLLOWS:

1. RECITALS

The Recitals set forth above are true and correct and are hereby incorporated into this Contract by this reference, as though set forth herein.

2. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

- A. Contract Documents. The Contract Documents consist of the following documents, all of which are either attached hereto as exhibits or are incorporated herein by this reference. Said Contract Documents are complementary; what is called for in one is binding as if called for in all, and together constitutes Contractor's performance obligations:
1. Contract, subject to the limitations in Sections 10 ("Prevailing Wage") and 24 ("Ambiguities");
 2. Scope of Work (Exhibit B);
 3. Change Orders issued and approved by the City;
 4. Permits;
 5. Schedule of Compensation (Exhibit C).

3. CONTRACTOR'S OBLIGATIONS

- A. Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents, and to the satisfaction of the Public Works Director or his/her designee (hereinafter the "Project Manager").
- B. Until the acceptance of the Work, the Contractor shall have the responsible charge and care of the Work and of the materials to be used therein, (including materials for which partial payment has been received or materials which have been furnished by the Owner), and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the Work.
- C. The Contractor shall rebuild, repair, restore, and make good all injuries, losses, damages to any portion of the Work or the materials occasioned by any cause before its completion and acceptance, and shall bear the expense thereof. Where necessary to protect the Work or materials from damage, the Contractor shall, at the Contractor's expense, provide suitable drainage and erect such temporary structures as are necessary to protect the Work or materials from damage.
- D. The suspension of the Work from any cause whatever shall not relieve the Contractor of his responsibility for the Work and materials as herein specified. If ordered by the Owner's Representative, the Contractor shall, at the Contractor's sole cost and expense, properly store materials which have been partially paid for by the Owner or which have been furnished by the Owner. Such storage by the Contractor shall be on behalf of the Owner, and the Owner shall, at all times, be entitled to the possession of such materials, and the Contractor shall promptly return the same to the site for the work when requested. The Contractor shall not dispose of any of the materials so stored, except with written authorization from the Owner.
- E. In an emergency affecting the safety of life or property, including adjoining property, the

Contractor, without special instructions or authorizations, is authorized to act at the Contractor's discretion to prevent such threatened loss or injury, and shall so act as though instructed to do so by the Owner.

- F. Notwithstanding the foregoing provisions of this article, the Contractor shall not be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an Act of God, in excess of five (5) percent of the contracted amount, provided the work is built in accordance with accepted and applicable building standards and the approved Plans and Specifications.
 - 1. "Acts of God" shall include earthquakes in excess of a magnitude of 3.5 on the Richter Scale, wildfires and tidal waves.

4. LICENSES REQUIRED

- A. The Contractor or its subcontractor responsible for the construction work shall possess a valid Class B and/or C-20 Contractor's license issued by California State Contractors License Board.
- B. If traffic control in a construction zone is required, it must be performed by a State of California Construction Zone Traffic Control Contractor, Specialty License Classification C-31.
- C. In accordance with Section 7028.15 of the Business and Professions Code, all Contractors shall be licensed in accordance with the laws of the State of California and any Contractor or Subcontractor not so licensed is subject to the penalties imposed by such laws.
- D. The Contractor will also be required to possess a City of Oxnard business license at the time of Contract award.

5. CONTRACT PRICE; PAYMENT

- A. As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor TWO HUNDRED SEVENTY FOUR THOUSAND TWO HUNDRED THIRTY EIGHT DOLLARS AND SIXTY EIGHT CENTS, (\$274,238.68) (the "Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, and all overhead costs, in accordance with Contractor's Proposal (attached hereto as Exhibit "A") and Schedule of Compensation (attached hereto as Exhibit "C") subject to the provisions of this Contract and the Contract Documents.
- B. The City shall make payments within thirty (30) Calendar Days after receipt of the Contractor's undisputed and properly submitted payment request, based in part on the construction schedule. The City shall return to the Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven (7) Calendar Days after receipt, and shall explain in writing the reasons why the payment request is not proper.

- C. Whenever the Project Work is completed, the Contractor shall then submit to the Project Manager a written statement of the final quantities of Contract items for inclusion in the final invoice. Upon receipt of such an invoice, the Project Manager shall check the quantities included therein and shall authorize a payment amount, covering the value of the total amount of Work done by the Contractor, less all previous payments. The Project Manager shall then file, on behalf of the City in the office of the County Recorder, a Notice of Completion of the Work herein agreed to be done by the Contractor. In addition, the final payment will not be released until the Contractor returns the control set of Plans and Specifications showing the redlined as-built conditions.

6. CONTRACT TIME; NOTICE TO PROCEED; TERM

- A. Contract Time. The Work under this Agreement shall be diligently prosecuted to completion before expiration of one-hundred (100) Working Days, after the issuance of the Notice to Proceed. The City will not issue a Notice to Proceed to the Contractor until this Contract, including insurance documents, business tax certificate have been executed and/or approved by the City.
- B. Notice to Proceed. No work, service, material, or equipment shall be performed or furnished under this Contract unless and until a Notice to Proceed has been given to the Contractor by the City. Contractor shall commence Work pursuant to the Contract Documents and as directed by the City in the Notice to Proceed, and diligently execute the same to completion within the Contract Time. Any Work that is done by the Contractor in advance of such time shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.
- C. Term. The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has completed all Work pursuant to the Contract Documents, the City has accepted all Work, and the Contract Term has ended, unless the Contract has been otherwise terminated by the City.

7. DISPUTE RESOLUTION AND CLAIMS PROCEDURES

- A. Public Contract Code Section 9204. For purposes of any Public Works Claims filed by a Contractor or Subcontractor (as those terms are defined in Public Contract Code Section 9204) under this Contract, the claims procedures in Public Contract Code Section 9204 ("Section 9204") and the provisions of this Section shall apply.
 - 1. In the event of a Section 9204 Public Works Claim, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 9204 process.
 - 2. Any Public Works Claims not resolved by the Section 9204 procedures (and/or any tort claims) shall be subject to the provisions of the Government Claims Act (Government Code section 810 et seq.).
- B. Public Contract Code Section 20104 et al. For purposes of any Public Works Claims of three hundred and seventy-five thousand dollars (\$375,000) or less filed by a Contractor or Subcontractor (as those terms are defined in Public Contract Code Section 9204), the

claims procedures in Public Contract Code Section 20104.2 and the provisions of this Section shall apply.

1. In the event of a Section 20104 Public Works Claim, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 20104.2 process.
 2. Any Public Works Claims not resolved by the Section 20104.2 procedures (and/or any tort claims) shall be subject to the provisions of Section 20104.4 and the Government Claims Act (Government Code section 810 et seq.).
- C. For disputes or claims that do not constitute Public Works Claims, City and Contractor agree to comply with the following process:
1. Each Party shall designate a senior management or executive level representative to negotiate any dispute.
 2. The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
 3. If the issue remains unresolved after ten (10) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between the legal counsel for each Party. If the above process fails, the Parties may mutually agree to engage in non-binding mediation or arbitration in which the Parties equally share the costs of any mediator or arbitrator, or may proceed with suit or other remedies, subject to the provisions of subparagraph (5) of this Subsection and other applicable provisions and laws.
 4. The alternative dispute resolution process set forth herein is a material condition to Contract and must be exhausted as an administrative remedy prior to either Party initiating legal action.
 5. The provisions of the Government Claims Act (Government Code section 810 et seq.) are also required prior to initiating suit against the City.

8. TERMINATION OF AGREEMENT FOR CONVENIENCE

- A. The City may, by providing thirty (30) days' advance written notice to Contractor, terminate this Agreement in whole or in part, whenever the City shall determine that such termination is in the best interests of the City, or when it becomes impracticable or impossible to proceed, or because of conditions or events beyond the control of the City. Any such termination shall be effected by delivery to Contractor of a Notice of Termination for Convenience, specifying the extent to which performance of Work under this Agreement is terminated, and the date upon which such termination becomes effective. Upon such termination, the obligations of the Contractor for portions of the Work already performed shall continue.
- B. Upon receipt of a Notice of Termination for Convenience, the Contractor shall, unless the notice directs otherwise, do the following:
1. Immediately discontinue the Work to the extent specified in the notice.

2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary to complete such portion(s) of the Work that are not to be discontinued.
 3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent that they relate to the performance of the discontinued portion of the Work.
 4. Thereafter do only such Work as may be necessary to preserve and protect the Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.
- C. Upon such termination, the Contractor will be paid without duplication for:
1. Work completed in accordance with the Contract Documents prior to the effective date of the Notice of Termination for Convenience;
 2. Reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers and others; and
 3. Reasonable expenses directly attributable to termination.

The Contractor shall submit a final termination settlement proposal to the City no later than ninety (90) days from the effective date of termination, unless extended in writing by the City, upon written request by the Contractor. If the Contractor fails to submit a proposal, the City may determine the amount, if any, due the Contractor as a result of the termination. The City will pay the Contractor the amount it determines is reasonable. If the Contractor disagrees with the amount determined by the City as being reasonable, the Contractor shall provide notice to the City within thirty (30) Days of receipt of payment. Any amount due shall be subject to the dispute resolution provisions set forth in the Contract Documents.

- D. Contractor shall include provisions in all of its subcontracts, purchase orders, and other contracts permitting termination for convenience by Contractor on terms that are consistent with this Contract and that afford no greater rights of recovery against Contractor than are afforded to Contractor under this Section 7.

9. TERMINATION FOR CONTRACTOR'S DEFAULT

- A. Default. The City may terminate this Contract for Contractor's default as set forth in this Section. The City will consider the Contractor in default of this Contract if, prior to the City's acceptance of the Work, the Contractor:
1. becomes insolvent, assigns its assets for the benefit of its creditors, is unable to pay its debts as they become due, or is otherwise financially unable to complete the Work;
 2. abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion;
 3. disregards written instructions from the City or materially violates provisions of the Contract Documents;
 4. fails to prosecute the Work according to the schedule approved by the Engineer,
 5. disregards laws or regulations of any public body having jurisdiction, or

6. commits continuous or repeated violations of regulatory or statutory safety requirements.

Notices, and other written communications regarding default between the Contractor, the City, and the Surety shall be transmitted in accordance with Section 25 ("NOTICES") of this Contract.

- B. Notice and Opportunity to Cure. The City will issue a written notice to cure the default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within five (5) Working Days after receipt. If the Contractor fails to commence satisfactory corrective action within five (5) Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, the City will consider the Contractor in default of the Contract and:
 1. will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety;
 2. may use any materials, equipment, tools or other facilities furnished by the Contractor to secure and maintain the Work site, and
 3. may furnish labor, equipment, and materials the City deems necessary to secure and maintain the Job Site;
- C. Remedies Cumulative. The provisions of this Section shall be in addition to all other legal rights and remedies available to the City. Termination of this Contract will not relieve the Surety of its obligation for any just claims arising out of the Work performed.

10. PREVAILING WAGE

- A. Compliance with State Prevailing Wage Requirements. Pursuant to Labor Code Section 1773, the City has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in Ventura County, California from the Director of the Department of Industrial Relations (DIR) for each craft, classification, or type of worker needed to perform the Work required under this Contract. A copy of these prevailing wage rates are on file at the City's Finance Department/Purchasing Division and shall be made available for review to any interested party on request. In addition, a copy of the prevailing rate of per diem wages may be obtained via the internet at: <http://www.dir.ca.gov/DLSR/PWD>. Contractor and all Subcontractors shall pay not less than said specified State of California rates to all workers employed by them in the execution of the Work contemplated by this Contract, including workers performing Work covered by under Labor Code Sections 1720 and 1720.9. Contractor shall be responsible for using the correct and current prevailing wage rates. Contractor shall be solely responsible for using the correct wage decision or determination and performing accordingly. An error on the part of any awarding body does not relieve the Contractor from the responsibility for payment of the correct prevailing wage.
- B. Conflict. It is further expressly agreed by and between the Parties hereto that should there be any conflict between the terms of this Section 10 and the provisions of Exhibit "A", the terms of this Section 10 shall control and nothing herein shall be considered as an acceptance of the terms of Contractor's Submitted Proposal conflicting with the requirements of this Section 10.

- C. Payroll Records. Contractor must comply with the provisions of Labor Code sections 1776 and 1812 and all implementing regulations, including without limitation, those set forth in Title 8 of the California Code of Regulations, Section 16000 et seq. (hereinafter the "Regulations"), which are fully incorporated by this reference, including requirements for electronic submission of payroll records to the DIR.
1. Contractor and Subcontractor Obligations. Contractor and each Subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct; and
 - b. Contractor or the Subcontractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project.
 2. Certified Record. A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.
 3. Enforcement. Upon notice of noncompliance with Labor Code § 1776, Contractor or Subcontractor has ten days in which to comply with the requirements of this section. If Contractor or Subcontractor fails to do so within the ten-day period, Contractor or Subcontractor will forfeit a penalty of \$100.00 per day, or portion a day, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Contractor.
- D. Apprentices. Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code section 1777.5, which is fully incorporated by reference.
- E. Notices. Pursuant to Labor Code section 1771.4, Contractor is required to post all Job Site notices, including prevailing wage rates and other notices as required by regulation.
- F. Other Labor Requirements. Contractor has the responsibility for and shall comply with all other requirements of California Labor Code Section 1720 et seq., the Regulations, and all other applicable State labor laws. Contractor further acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Contractor will require the same of all its Subcontractors.
- G. Statutory Penalties. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced as follows:

1. Pursuant to Labor Code section 1775, the Contractor and any Subcontractor under it shall forfeit as a penalty to the City not more than two hundred dollars (\$200.00), for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the DIR for such work or craft in which such worker is employed for any public work done under this Contract by it or by any Subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.
 2. The Contractor or Subcontractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Contract by the respective contractor or Subcontractor for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of this Subsection. In awarding any contract for public work, Contractor must forfeit to City twenty-five dollars (\$25.00) per day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 et seq., eight (8) hours is the legal working day.
- H. DIR Monitoring. Pursuant to Labor Code § 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR.
- I. DIR Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its Subcontractors must be registered with the DIR prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all Subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project.

11. [RESERVED]

12. COMPLIANCE WITH LAWS

Contractor shall comply with all Laws applicable to the performance of the Work required by the Contract Documents, including any rule, regulation, or bylaw governing the conduct or performance of Contractor, its employees, officers, board members, agents, independent contractors, and Subcontractors. Unless otherwise specified in the Contract Documents, all required permits and licenses, including a City business license, shall be held or obtained by the Contractor at its sole expense and prior to commencing any Work hereunder.

13. WORKERS' COMPENSATION CERTIFICATION

Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the

provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

14. INSURANCE

Contractor shall procure and maintain at its own expense at all times during the period covered by this Contract (and through the one-year guarantee period following the date of City's acceptance of the Project) the following policies of insurance as approved by the City's Risk Manager as set forth in INS-D attached as Exhibit B to this Contract.

15. [RESERVED]

16. TIME OF THE ESSENCE

Time is of the essence in the performance of this Contract.

17. INDEMNIFICATION

- A. Notwithstanding the limits of any insurance and to the fullest extent permitted by law, Contractor shall indemnify the City, its elected or appointed officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (hereinafter "Claims or Liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the performance of the Work, operations, or activities of Contractor, its agents, employees, Subcontractors, or invitees on the Project, or arising or alleged to arise from the acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Contract, but excluding such Claims or Liabilities or portion of such Claims or Liabilities arising or alleged to arise from the active negligence, sole negligence, or willful misconduct of the City, its elected or appointed officials, officers, agents, volunteers, or employees, and in connection therewith:
1. Contractor will defend any action or actions filed in connection with any of said Claims or Liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
 2. Contractor will promptly pay any judgment rendered against the City, its elected or appointed officials, officers, agents, volunteers, or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', Subcontractors' or invitees') performance of or failure to perform such Work, operations or activities hereunder; and Contractor agrees to save and hold the City, its elected or appointed officials, officers, agents, volunteers and employees harmless therefrom;
 3. In the event the City, its elected or appointed officials, officers, agents, volunteers, or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to

perform the Work, operation, or activities of Contractor hereunder, Contractor shall pay to the City, its elected or appointed officials, officers, agents, volunteers, or employees, any and all costs and expenses incurred by the City, its elected or appointed officers, officials, agents, volunteers, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City;

4. Contractor's duty to defend, indemnify, and hold harmless as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of, or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to, the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the PorterCologne Water Quality Control Act, as any of those statutes may be amended from time to time.

- B. City will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code § 9201. The Contractor's indemnification and defense obligations pursuant to this Section shall survive the termination of this Contract. Contractor shall require the same indemnification from all Subcontractors.

18. THIRD PARTY CLAIMS

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City shall timely notify the Contractor of the receipt of any third-party claim relating to the Project. The City shall be entitled to recover its reasonable costs incurred in providing this notice.

The Contractor shall not have any authority to compromise or otherwise settle any claim relating to the Project; any effort by the Contractor to do so shall be deemed a breach of the Contract, and the City will not participate in any such compromise or settlement. Within five (5) Calendar Days of the date that the Contractor receives any third-party claim relating to this Project, the Contractor shall provide written notice thereof and a copy of the claim to the City Attorney.

19. CONFLICTS OF INTEREST

The Contractor shall not accept any employment or representation during the Contract Term or within twelve (12) months thereafter that is or may likely make the Contractor "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents."

20. REPORTS; BOOKS AND RECORDS; AUDIT

- A. Upon request by the Project Manager, Contractor shall prepare and submit reports concerning Contractor's performance of the Work required by this Contract.
- B. Contractor shall keep such books and records as shall be necessary to perform the work required by this Contract and enable the Project Manager to evaluate the cost and the performance of such Work.
- C. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles, and Contractor and its subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred Project costs and matching funds by line item for the Project. The Project Manager shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.
- D. Records and supporting documents pertaining to the use of funds paid to Contractor hereunder shall be retained by Contractor and made available to the Project Manager for purposes of performing an audit for a period of five (5) years from the termination of this Contract.

21. NONDISCRIMINATORY EMPLOYMENT

- A. The Contractor shall not unlawfully discriminate against any individual based on race, religion or religious creed, color, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, immigration status, citizenship or military and veteran status. The Contractor shall comply with the nondiscrimination mandates of all statutes, ordinances and regulations.
- B. For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with this Section. The Contractor shall include in the written contract between itself and each Subcontractor a copy of the provisions in this Section and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance. The Contractor shall diligently take corrective action to halt or rectify any failure to comply.

22. MODIFICATIONS AND AMENDMENTS

This Contract may be modified or amended only by written Change Orders as specified in the Contract Documents or a written instrument signed by both Parties.

23. ENTIRE AGREEMENT

- A. This Contract supersedes any and all prior or contemporaneous agreements, either oral or written, between the City and Contractor with respect to the subject matter of this Contract.
- B. The Contract Documents contain all of the covenants and agreements between the Parties with respect to the subject matter herein, and each Party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements in this Contract and the Contract Documents incorporated herein.

- C. No agreement, statement, or promise with respect to the subject matter of the Contract Documents, which is not contained in the Contract Documents, or in a valid modification or amendment to the Contract Documents, shall be valid or binding on either Party.

24. AMBIGUITIES

This Contract is in all respects intended by each Party hereto to be deemed and construed to have been jointly prepared by the Parties and the Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Contract. Notwithstanding the foregoing, the Parties agree that Exhibit "A" is attached hereto for reference purposes, and to the extent there are any ambiguities, inconsistencies, or conflicts between the terms of this Contract and Exhibit "A", the terms of this Contract shall control and nothing set forth in Exhibit "A" shall be deemed to supersede any of the provisions of this Contract.

25. NOTICES

- A. Any notice to be provided pursuant to this Contract shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the Parties as follows:

TO CITY: Public Works Director
 305 W. Third Street, East Wing, Third Floor
 Oxnard, CA 93030

TO CONTRACTOR: LDP Associates, Inc.
 1850 East Thunderbird
 Phoenix, AZ 85022

- B. Notices, payments, and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.
- C. Either Party, or the surety, may change its address by giving notice in writing to all other parties listed above, and thereafter notices shall be addressed and transmitted to such new address.

26. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of the City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to Contractor or to its successor(s), or for any breach of any obligation of the terms of this Contract.

27. REVIEW BY ATTORNEYS

Each Party hereto has had its attorneys review this Contract and all related documents. Each Party hereto has consulted with its attorneys and has negotiated the terms of this Contract based on such consultation.

28. [INTENTIONALLY OMITTED]

29. CARE OF WORK

Contractor must adopt reasonable methods during the life of the Contract to furnish continuous protection to the Work, and the equipment, materials, papers, documents, plans, studies, and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the Work by the City, except those losses or damages as may be caused by the City's own negligence. The performance of the Work by Contractor or the payment of money by the City shall not relieve Contractor from any obligation to correct any incomplete, inaccurate, or defective Work (including the obligation to remedy any defective Work or materials during the one-year guarantee period after the City's acceptance thereof) at no further cost to the City.

30. CAPTIONS AND HEADINGS

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

31. OWNERSHIP OF DOCUMENTS

No portion of the Contract Documents may be used for any purpose other than construction of the Project, without prior written consent from City. Contractor is deemed to have conveyed the copyright in any designs, drawings, specifications, Shop Drawings, or other documents (in paper or electronic form) developed by Contractor for the Project, and City will retain all rights to such works, including the right to possession.

32. SUCCESSORS, HEIRS, AND ASSIGNS

Except as otherwise expressly provided herein, this Contract shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties. This Contract may not be assigned or transferred by Contractor without the concurrence of the surety and express written consent of the City.

33. GENDER; PLURAL

In this Contract, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.

34. SEVERABILITY

If any one or more of the sentences, clauses, paragraphs, or sections contained herein is declared invalid, void, or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall not affect, impair, or invalidate any of the remaining sentences, clauses, paragraphs, or sections contained herein.

35. GOVERNING LAW

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the Parties under this Contract, shall be construed pursuant to and in accordance with California law.

36. CUMULATIVE REMEDIES

Except with respect to rights and remedies expressly declared to be exclusive in this Contract, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other Party.

37. VENUE

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Contract and all proceedings involving any enforcement action related to this Contract shall be initiated and conducted in the applicable court or forum in Ventura County, California.

38. EFFECTIVENESS OF CONTRACT

This Contract shall not be binding upon the City until signed by the authorized representative(s) of Contractor, approved by the City's Risk Manager and as to form by the City Attorney, and executed by the authorized City personnel or the Mayor.

39. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING CONTRACT

Each of the Parties to this Contract hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Contract a binding obligation of each of the Parties hereto. The persons executing this Contract warrant that they are duly authorized to execute this Contract on behalf of and bind the Parties each purports to represent.

40. WAIVER

No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default under this Contract shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Contract.

41. INDEPENDENT CONTRACTOR STATUS

Contractor is an independent contractor. All persons working for or under the direction of the Contractor are the Contractor's employees, agents, or subcontractors, and they shall not be deemed agents, servants, or employees of the City.

42. COUNTERPARTS

This Contract may be executed by the Parties in counterparts, and when executed by each of the Parties, each counterpart shall be deemed to be a part of this Contract.

43. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by Law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either Party the Contract shall forthwith be physically amended to make such insertion or correction.

44. ATTORNEY'S FEES

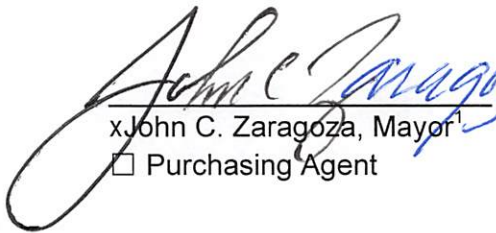
If either Party commences an action against the other Party, whether legal, administrative, or otherwise, arising out of or in connection with this Contract, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

[END OF THIS PAGE – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have entered into this Contract effective on the date as stated herein and upon signature of all Parties.

CITY OF OXNARD

LDP ASSOCIATES, INC.

 7-24-24
x John C. Zaragoza, Mayor¹ _____ Date
☐ Purchasing Agent

Dennis Strieter,
CEO and Secretary²

Date

ATTEST:

Rose Chaparro, City
Clerk (only if Mayor signs)

Date

APPROVED AS TO FORM:

 7/12/2024
Stephen Fischer _____ Date
City Attorney

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

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 (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 have entered into this Contract effective on the date as stated herein and upon signature of all Parties.

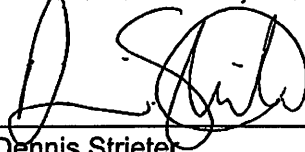
CITY OF OXNARD

xJohn C. Zaragoza, Mayor¹

☐ Purchasing Agent

Date

LDP ASSOCIATES, INC.



Dennis Strieter,
CEO and Secretary²

7/24/24

Date

ATTEST:

Rose Chaparro, City
Clerk (only if Mayor signs)

Date

APPROVED AS TO FORM:

Stephen Fischer
City Attorney

Date

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

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- 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.

EXHIBITS

Exhibit A: Contractors Proposal.

Exhibit B: Scope of Work

Exhibit C: Schedule of Compensation

Exhibit D: Form INS-D: Insurance Requirements.

The corresponding exhibits and forms contained within follow.

EXHIBIT A
CONTRACTOR'S PROPOSAL

LDP ASSOCIATES, INC. Mission Critical Support Solutions www.ldpassociates.com	Quote No. 62124-00	Quote
Customer City of Oxnard Name: Ken Austin Attention: Address: 360 W 2nd St City: Oxnard State: CA ZIP: 92303 Phone: 805-200-5347 Fax: Email: Project: Four Inrow AC units	Misc: Date: 6/21/2024 Order No.: Rep: Danny Martinez FOB: Destination* Other:	

Qty	Description	Item Price	TOTAL
4	ACRD100 InRow Air Cooled 10KW, 208V	\$ 11,305.34	\$ 45,221.36
4	AP9325 Leak rope sensor	\$ 334.18	\$ 1,336.70
4	ACACT5009 Flooded Receiver	\$ 3,551.33	\$ 14,205.31
4	QMTR40323-00 Condenser 1 Fan, Single circuit 208V	\$ 6,606.11	\$ 26,424.45
4	ACAC10022 Isolation Valve Assemblies	\$ 141.03	\$ 564.13
4	ACAC10025 Inrow Bridge Partition Data trough	\$ 283.77	\$ 1,135.07
4	ACDC2500 Roof Height Adapter	\$ 218.06	\$ 872.26
4	WSTRUPXSX5-AX-15 Startup Services	\$ 2,078.69	\$ 8,314.75
4	QCOOL-CRAC Blygold Coating (corrosion spray) condensers	\$ 2,078.72	\$ 8,314.88
1	Mechanical Installation (See GOW See Attached)	\$ 162,569.75	\$ 162,569.75
1	Freight	\$ 5,280.00	\$ 5,280.00
Lead Time: 14 weeks ARO			
Make Purchase Order out to: LDP Associates, INC 1850 East Thunderbird, Phoenix AZ 85022 Total Solution Price:		\$	274,238.68
		\$	274,238.68

Tax Not Included Unless Otherwise Specified

As the representative for the above product, we are pleased to quote you the following equipment. Our equipment is based upon our standard products offering with options, which pertain to your application, specification and our conversation. Above price does not include any applicable fees, taxes.

Terms: Net 30 day; FOB Factory. **Freight shipped prepaid and added to invoice.**

Quotation valid for 30 days from above date.

JOB SITE:

CITY OF OXNARD
300 W 3rd Street
Oxnard, CA 93030

SCOPE OF WORK (SOW):

DECOM WORK:

1. Reclaim refrigerant from chiller to be demo.
2. Disconnect electrical and Lock-out/Tag-out/safe-off circuit.
3. Disconnect existing chilled water supply and return water lines.
4. Remove and properly dispose of existing chiller unit.
5. Remove and properly dispose of existing chilled water lines, pipe supports, and pipe insulation as related to chilled water piping for server room equipment.
6. Provide and install new sheet metal cover for existing equipment pad.
7. Provide rigging and crane for removal of existing rooftop chiller unit to be able to utilizing existing chiller pad for new equipment.
8. Remove and properly dispose of (4) existing APC in-row chilled water CRAC units.
9. Disconnect and safe-off (4) existing electrical circuits from existing APC in-row chilled water CRAC units.
10. Disconnect and safe-off (4) existing condensate drain lines from existing APC in-row chilled water CRAC units.

MECHANICAL WORK:

1. Install (4) 10Kw SE (Schneider Electric) In-Row CRAC units in Server/Equipment Room.
2. Install (4) 10Kw SE rooftop condenser for new In-Row CRAC units.
3. Provide and install ACR piping from CRAC Units to rooftop Condenser Units as per manufactures specifications.
4. Provide core hole penetrations for ACR piping.
5. Provide roof flashing and goose neck rain shield for ACR piping.
6. Evacuate ACR piping as per manufacture specifications.
7. Provide and install refrigerant for (4) 10Kw In-Row CRAC unit.
8. Provide and install condensate drain lines for (4) new In-Row CRAC Units.
9. Provide Crane and rigging for Rooftop Condenser units and In-Row CRAC units.
10. Anchor CRAC units to concrete floor.
11. Assist with factory start-up/commissioning of new In-row CRAC units.

ELECTRICAL WORK:

1. Provide and install (4) 40A 208v 1-phase circuits to (4) new In-Row CRAC units.
2. Provide and install (1) 7.5 Kva 480v/120/208v transformer for (4) new rooftop condenser units.
3. Provide and install (4) 30A 250v fusible disconnect switches NEMA-3R.
4. Provide and install 15A fuses for condenser units in new disconnect switches.
5. Provide and install (4) 15A 208v circuits to (4) rooftop condenser units.

GENERAL CONDITIONS:

1. Patching and point of wall that are open up for new ACR piping.
2. Work is to be scheduled M-F 6:00AM -4:00PM (excluding holidays)
3. Prevailing Wage & Certified Payroll
4. Permits and city inspections.
5. Provide Labor and Material to complete the work listed above
6. Keep work area clean and free of debris related to scope of work
7. One-year warranty on all labor and material for work provided in this quote

EXCLUSIONS:

1. Any/All Mechanical/Electrical/Plumbing Engineered and/or stamp set of drawings (other than listed in SOW)
2. Any/All Structural Engineering and/or stamp set of drawings (other than listed in SOW).
3. Any/All Structural Engineering Recommendation and related work (other than listed in SOW).
4. Any/All after-hours and/or Holiday Labor other than listed.
5. Any/All existing building issues related to this project.
6. Any/All third-party commissioning or any associated fees.

7. Any/All material, equipment, services or labor not clearly specified within the SOW.
8. Any/All fire sprinkler work and related work.
9. Any/All Fire/life safety upgrade(s) and/or smoke detectors
10. Any/All Roofing and related work.
11. Any/All data wire for networking or monitoring and related work (other than listed in SOW).
12. Any/All build BAC/ABS connections/programming and related work.
13. Any/All metering and sensor equipment and related work
14. Any/All Preventative Maintenance Contracts

EXHIBIT B

**CITY OF OXNARD
DATA CENTER COOLING SYSTEM REPLACEMENT PROJECT
SPECIFICATION NO. IT 24-134**

SCOPE OF WORK

A. Specification No. IT 24-134 includes the documents identified below which are incorporated into the Contract Documents by reference and which show conditions as they are believed by the City to exist. The City does not warrant their completeness or accuracy, and it is the Contractor's responsibility to ascertain the existence of any conditions affecting the cost of the Work.

1. Project Photos. Attached at the end of this Exhibit.

B. The Project includes removal of the existing water cooled chiller system and replacement with four (4) new In-Row CRAC units, the four (4) rooftop CRAC condenser units, and all associated piping serving the City's Data Center Server Room located at 300 W. Third Street, Third Floor Oxnard, California. Work shall consist of furnishing all necessary labor, materials, tools, equipment, insurance and other incidental and appurtenant Work including delivery, hauling, permits, and permits for proper handling and disposal of materials necessary to complete the Work specified in this Scope of Work.

C. Contractor and City shall conduct a pre-construction meeting before any work on the project begins. The parties will discuss matters requiring coordination and establish procedures for handling such matters including: procedures for work sequencing; procedures for transmittal, review and distribution of submittals; change order process (exhibit C, section B); processing applications for payment; maintaining record documents; major equipment deliveries; use of Project site including storage and security; any other items relevant to the Project. Contractor shall provide the following information to the City at the pre-construction meeting:

- 1) The Baseline Construction Schedule.
- 2) Both the daytime and emergency phone numbers of the person or persons who will be designated as Contractor's general construction superintendent or on-site construction manager for the Project.
- 3) A procurement schedule of major equipment and materials and items requiring long lead time.
- 4) Shop drawing/ a sample submittal schedule.
- 5) A preliminary schedule of values (lump sum price breakdown) for progress payment purposes.

D. Contractor shall diligently prosecute the work in accordance with the Notice to Proceed, Working Days and baseline construction schedule. Any delays shall be immediately discussed in person with the Project Manager and described in writing. There will be no additional payment for delays of any kind.

E. The Scope of Work shall include full service system replacement including the following. Contractor shall complete the following:

DECOMMISSIONING WORK:

1. Reclaim refrigerant from chiller to be demolished. Properly dispose or reuse of reclaimed refrigerant.
2. Disconnect electrical and lock-out/tag-out/safe-off circuit.
3. Disconnect existing chilled water supply and return water lines.
4. Remove and properly dispose of existing chiller unit.
5. Remove and properly dispose of existing chilled water lines, pipe supports, and pipe insulation as related to chilled water piping for server room equipment.
6. Provide and install new sheet metal cover for existing equipment pad.
7. Provide rigging and crane for removal of existing rooftop chiller unit to be able to utilizing existing chiller pad for new equipment.
8. Remove and properly dispose of (4) existing APC in-row chilled water Computer Room Air Conditioning (CRAC) units.
9. Disconnect and safe-off (4) existing electrical circuits from existing APC in-row chilled water CRAC units.
10. Disconnect and safe-off (4) existing condensate drain lines from existing APC in-row chilled water CRAC units.

16. MECHANICAL WORK:

1. Install (4) 10Kw SE (Schneider Electric) in-row CRAC units in server/equipment Room.
2. Install (4) 10Kw SE rooftop condenser for new in-row CRAC units.
3. Provide and install ACR piping from CRAC units to rooftop condenser units as per manufacturer's specifications.
4. Provide core hole penetrations for ACR piping.
5. Provide roof flashing and gooseneck rain shield for ACR piping.
6. Evacuate ACR piping as per manufacturer's specifications.
7. Provide and install refrigerant for (4) 10Kw in-row CRAC unit.
8. Provide and install condensate drain lines for (4) new in-row CRAC Units.
9. Provide crane and rigging for rooftop condenser units and in-row CRAC units.
10. Anchor CRAC units to concrete floor.
11. Assist with factory start-up/commissioning of new in-row CRAC units.

ELECTRICAL WORK:

1. Provide and install (4) 40A 208v 1-phase circuits to (4) new in-row CRAC units.
2. Provide and install (1) 7.5 Kva 480v:120/208v transformer for (4) new rooftop condenser units.
3. Provide and install (4) 30A 250v fusible disconnect switches NEMA-3R.
4. Provide and install 15A fuses for condenser units in new disconnect switches.

5. Provide and install (4) 15A 208v circuits to (4) rooftop condenser units.

GENERAL CONDITIONS:

1. Patching and painting of walls that are opened up for new ACR piping.
2. Work is to be scheduled M-F 6:00AM -4:00PM (excluding holidays).
3. Payment of Prevailing Wage Labor Rates are required and Contractor must submit Certified Payroll records pursuant to Department of Industrial Relations requirements for this project. (See Section 10 of the Contract)
4. Contractor to obtain building permits and coordinate city inspections. Contractor to provide all necessary drawings or schematics required for permit issuance.
5. Provide Labor and Material to complete the project.
6. Keep work area clean and free of debris and hazards.
7. One-year warranty on all labor and material for work provided pursuant to this contract.

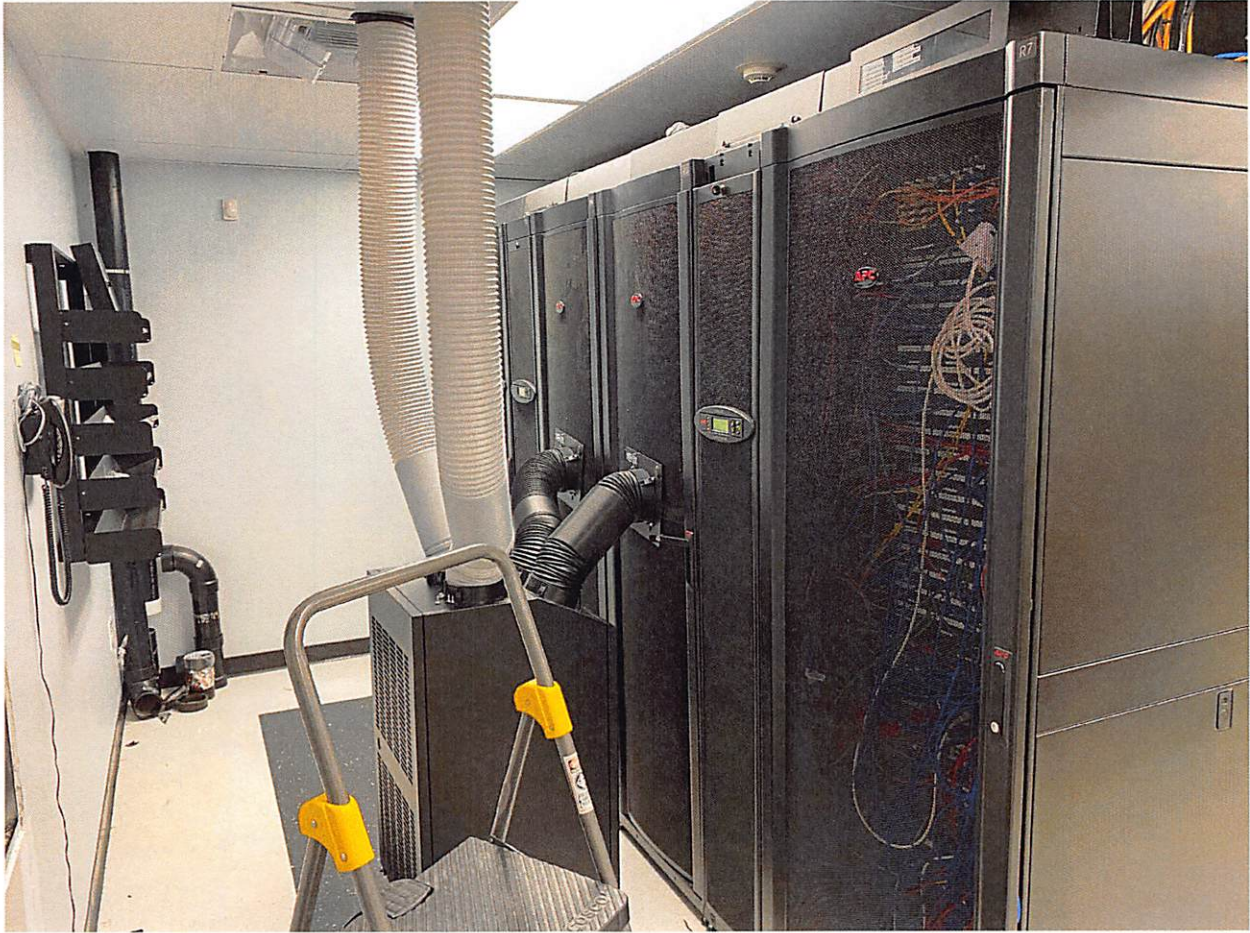
17. EXCLUSIONS:

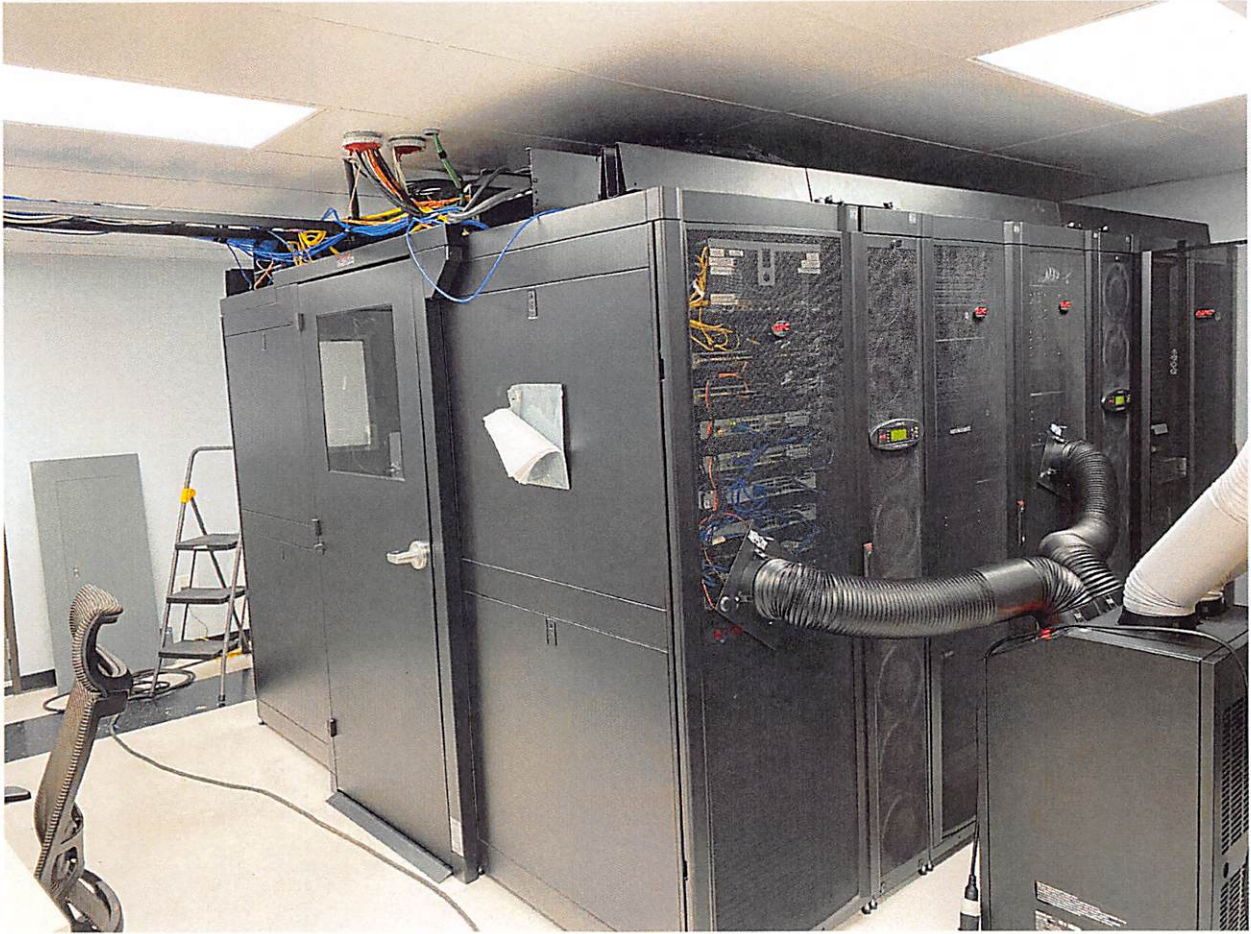
1. Any/All Mechanical/Electrical/Plumbing Engineered and/or stamp set of drawings (other than listed in Scope of Work).
2. Any/All Structural Engineering and/or stamp set of drawings (other than listed in Scope of Work).
3. Any/All Structural Engineering recommendation and related work (other than listed in Scope of Work).
4. Any/All after-hours and/or Holiday Labor other than listed.
5. Any/All existing building issues related to this project.
6. Any/All third-party commissioning or any associated fees.
7. Any/All material, equipment, services or labor not clearly specified within the Scope of Work.
8. Any/All fire sprinkler work and related work.
9. Any/All Fire/life safety upgrade(s) and/or smoke detectors.
10. Any/All Roofing and related work.
11. Any/All data wire for networking or monitoring and related work (other than listed in Scope of Work).
12. Any/All build DDC/ABS connections/programming and related work.
13. Any/All metering and sensor equipment and related work.
14. Any/All Preventative Maintenance Contracts.

Project Photos

Interior





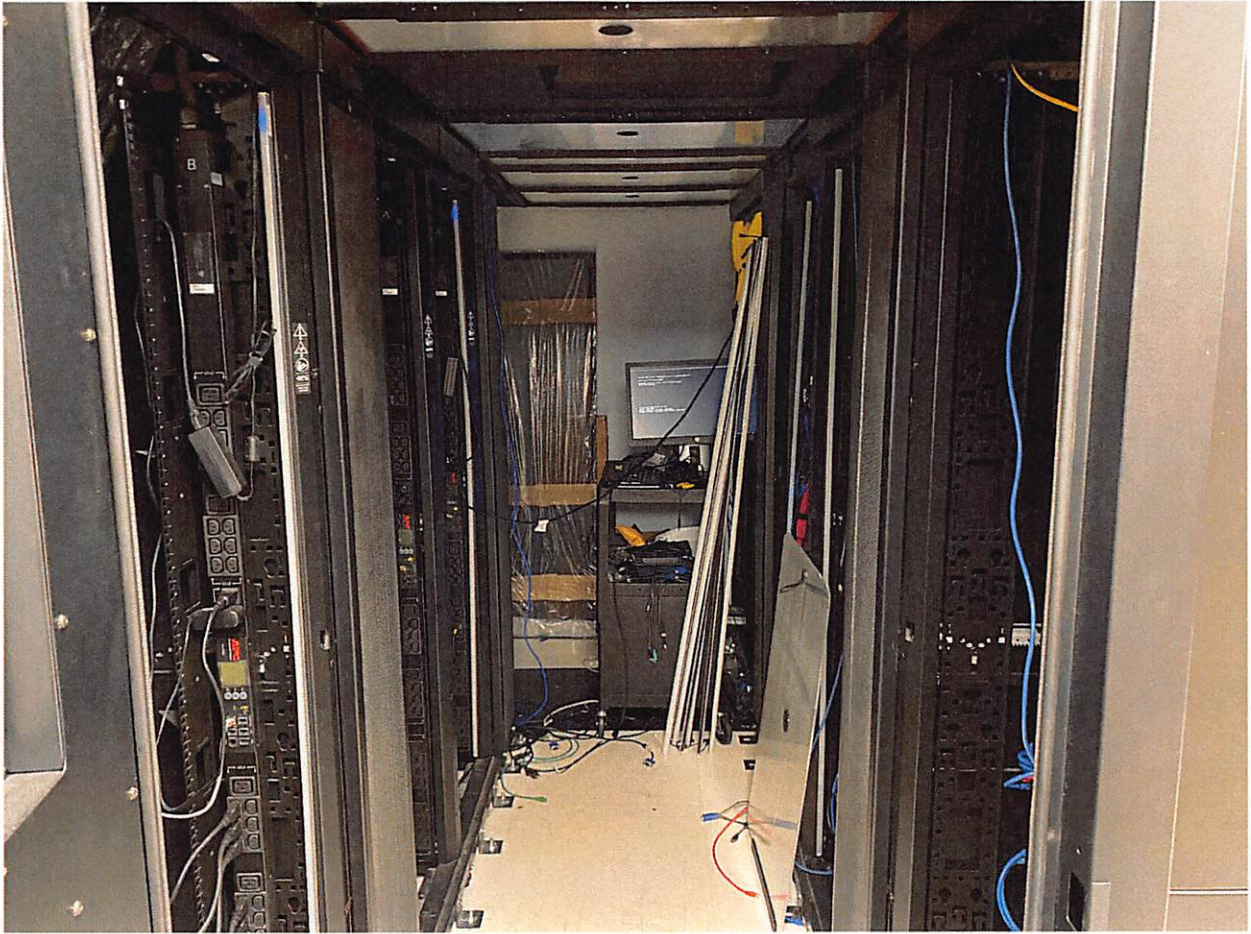


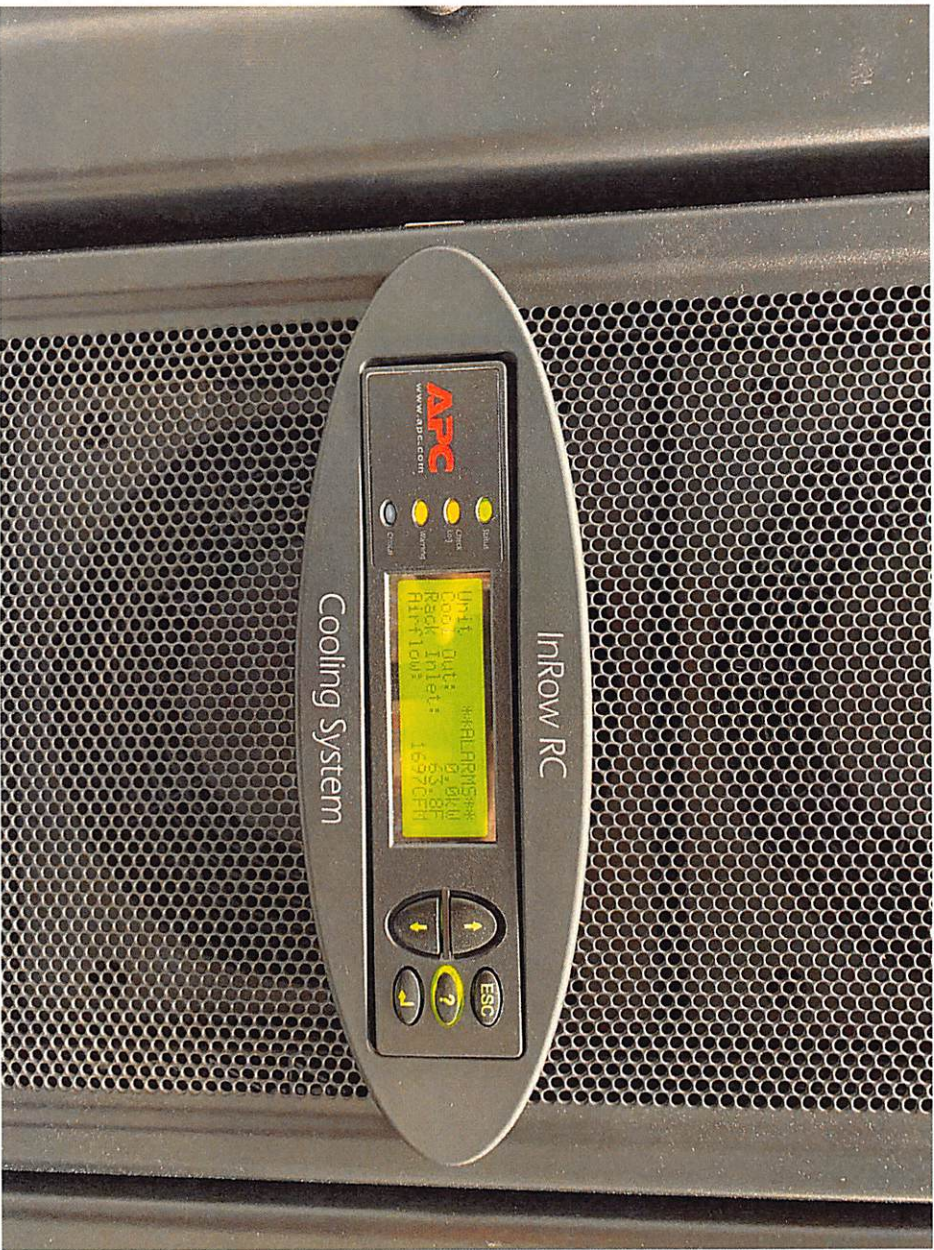


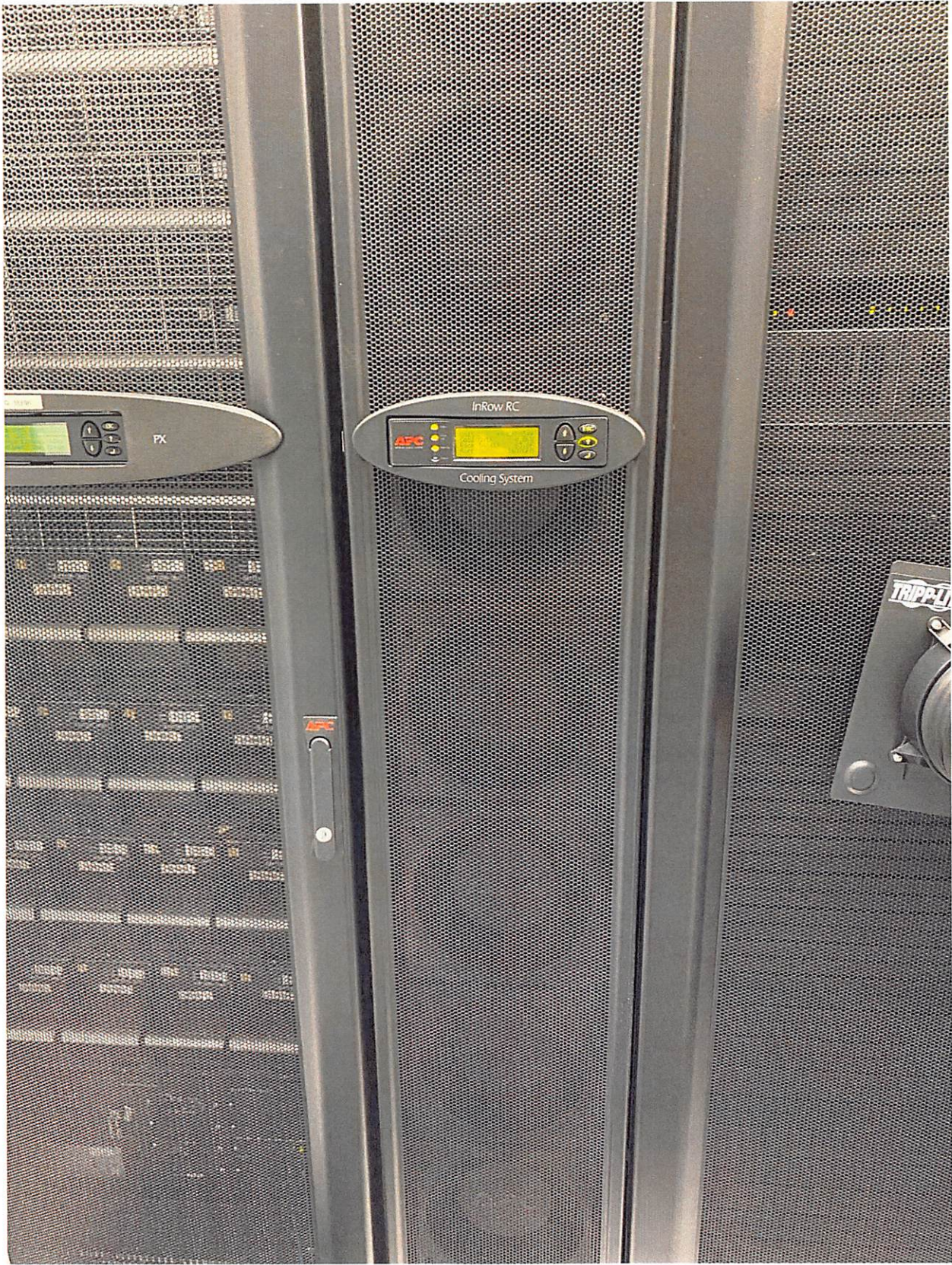












Roof Top Exterior





















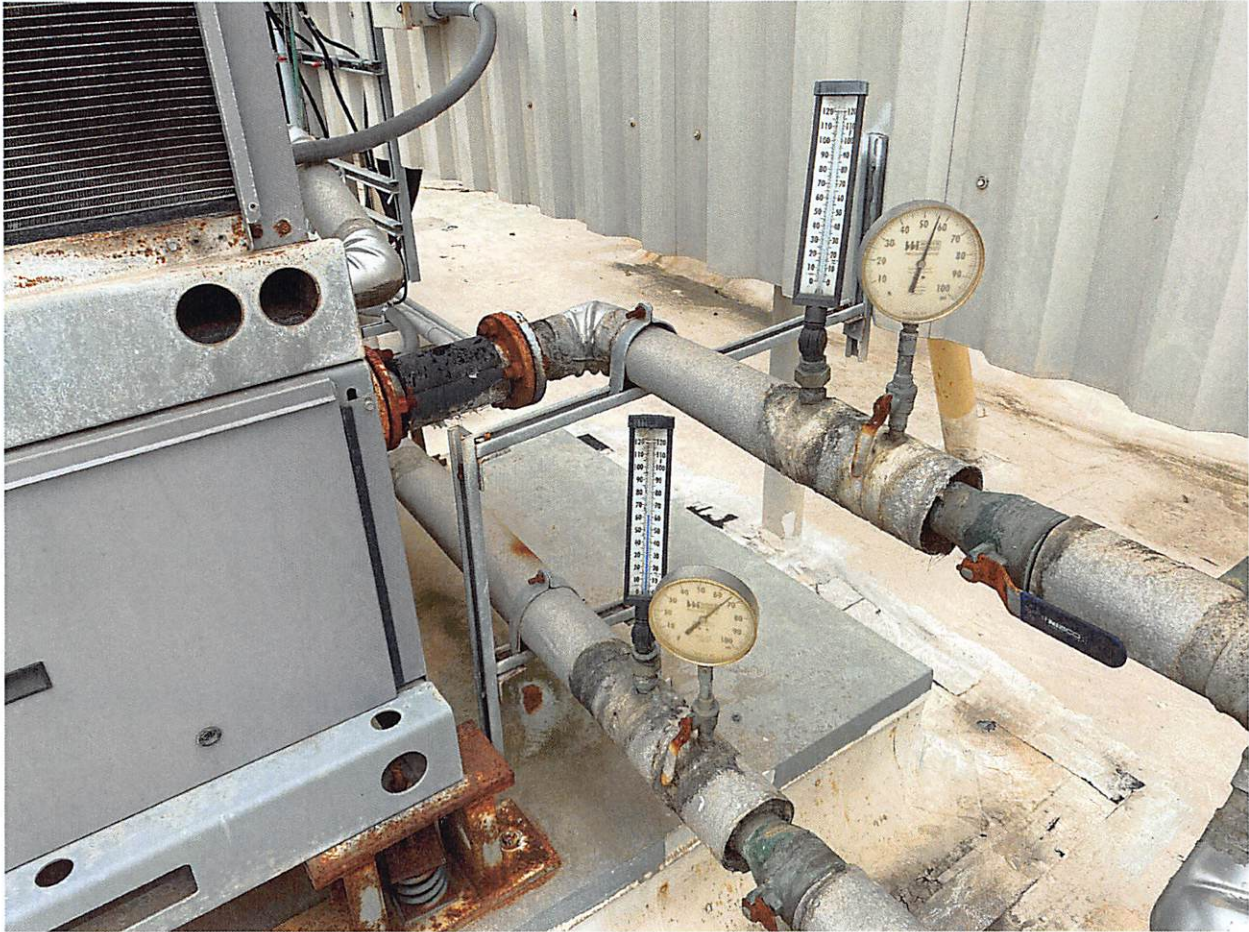




EXHIBIT C

SCHEDULE OF COMPENSATION

Qty	Description		Item Price	TOTAL
4	ACRD100	InRow Air Cooled 10KW, 208V	\$ 11,305.34	\$ 45,221.38
4	AP9325	Leak rope sensor	\$ 334.18	\$ 1,336.70
4	ACAC75009	Flooded Receiver	\$ 3,551.33	\$ 14,205.31
4	QMTR40323-00	Condenser 1 Fan, Single circuit 208V	\$ 6,606.11	\$ 26,424.45
4	ACAC10022	Isolation Valve Assemblies	\$ 141.03	\$ 564.13
4	ACAC10005	InRow Bridge Partition Data trough	\$ 283.77	\$ 1,135.07
4	ACDC2500	Roof Height Adapter	\$ 218.06	\$ 872.26
4	WSTRTUP5X8-AX-15	Startup Services	\$ 2,078.69	\$ 8,314.75
4	QCOOL-CRAC	Blygold Coating (corrosion Spray) condensers	\$ 2,078.72	\$ 8,314.88
1		Mechanical Installation (See SOW See Attached)	\$ 162,569.75	\$ 162,569.75
1	Freight		\$ 5,280.00	\$ 5,280.00
Lead Time: 14 weeks ARO				
Make Purchase Order out to:			Total Solution Price:	\$ 274,238.68
LDP Associates, INC				\$ 274,238.68
1850 East Thunderbird, Phoenix AZ 85022				
Tax Not Included Unless Otherwise Specified				
As the representative for the above product, we are pleased to quote you the following equipment. Our equipment is based upon on standard products offering with options, which pertain to your application, specification and our conversation. Above price does not include any applicable fees, taxes.				
Terms: Net 30 day; FOB Factory: Freight shipped prepaid and added to invoice				
Quotation valid for 30 days from above date.				

A. The above schedule of compensation includes cost of materials, demolition, removal of current cooling system, installation, construction and labor rates (journeyman and/or apprentice).

B. Change Orders. Any deviation from the amounts as set forth in the above schedule of compensation must be prepared in writing by Contractor as a Change Order Request, which shall include the reason for the change in work, the change in the amount of compensation due, and supporting documentation. The Change Order Request is subject to City Approval. If a Change Order Request is approved, the City will issue a Change Order and the Contractor may proceed with the requested change. Contractor shall submit an updated invoice in accordance with Section 5 of the Contract for all approved Change Orders.

EXHIBIT D

FORM INS-D : INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (WITHOUT BUILDER'S RISK REQUIREMENT)

1. Contractor shall obtain and maintain during the performance of any services under this Contract 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 Contractor, its agents, representatives, employees or subcontractors.
 - 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 location 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. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors 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. Contractor 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-D. 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. Contractor 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. Contractor 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 Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. 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-D 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. 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 Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors 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 notice 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-D.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 \$1,000,000 LIMIT 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 Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Agreement				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

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
---	--

FOR THE CITY OF OXNARD (the "City")

ISSUE DATE (MM/DD/YY)

(to)
Included in Limits
In Addition to Limits

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

Telephone: ()

Telephone: () **Date Signed** _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT		SUBMIT IN DUPLICATE	
FOR THE CITY OF OXNARD (the "City")		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER	POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits		
Telephone:	☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____		
NAMED INSURED	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 hereto, 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: 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. 520 Allison Pointe Blvd. Ste 223 NMB 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 _____	

Ratify the Declaration of Terminating the Emergency Order and Ratify Agreement 32500074 with LDP Associates, Inc. for Replacement of the City's Data Center Cooling System

City Council
July 30, 2024

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

That the City Council:

1. Ratify the City Manager's declaration of the termination of the emergency order to dispense with public bidding requirements pursuant to Public Contract Code section 22050 for the replacement of the Data Center Cooling System;
2. Ratify an Agreement with LDP Associates, Inc. in the amount of \$274,239 with a Project contingency amount of \$27,424 (10%) with LDP Associates, Inc. for a total not to exceed value of \$301,663; and
3. Approve a Project allocation amount of \$13,712 (5%) for engineering and project management for the Project.

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 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.

- On July 23, 2024, after reviewing information provided by the Public Works Director, the City Manager declared the emergency order to be terminated. This was based upon the facts that LDP Associates, Inc. (LDP) had been selected to conduct the work necessary to repair/replace the City's Data Center cooling system and an agreement has been finalized and signed by LDP.
- Staff is recommending that the City Council ratify the City Manager's declaration that the emergency order be terminated and ratify the agreement with LDP along with project allocation costs.

- Cost for this project shall not exceed \$315,375, including the install agreement for \$274,239, a 10% contingency for \$27,424, and a 5% project allocation for any labor and other costs for \$13,712. This will be funded from the operating budget from available appropriations in the Information Technology Fund (7311804-53200 and 7311804-56040).
- It should be noted that because of the emergency nature of this process, a full engineering design and field survey was not completed. This may result in unforeseen or unknown site conditions requiring additional funds to address. Should this occur, staff will return to the City Council with updates.



QUESTIONS?



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.1

DATE: July 30, 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 for the Month of May 2024.

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 May 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 May, 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 May, 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 MAY, 2024:

FUND	RECEIPTS	DISBURSEMENTS	FUND BALANCE
General Fund	\$44,450,934.76	\$24,435,459.12	\$74,399,858.72
Water Operating Fund	\$4,854,967.41	\$2,121,243.58	\$105,894,331.61
Wastewater Operating Fund	\$3,455,460.19	\$3,211,111.05	\$204,964,033.08
Environmental Resources Operating Fund	\$4,214,762.41	\$5,600,224.28	\$17,438,785.58
All Other Reportable Funds	\$29,832,403.53	\$23,410,117.79	\$229,440,147.40

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

YEAR-TO-DATE BUDGET REPORT
EXPENSE - MAY 2024

FOR 2024 11

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
101 GENERAL FUND							
50000 SALARIES - REGULAR	85,960,150	84,955,536	66,829,520.54	8,747,319.47	.00	18,126,015.82	78.7%
50100 SALARIES - TEMPORARY	1,833,700	1,593,690	1,162,506.97	148,260.76	.00	431,183.03	72.9%
50168 LEAVE BANK CASH OUT	0	0	.00	.00	.00	.00	.0%
50200 OVERTIME WAGES	4,047,722	4,037,722	5,753,626.53	563,816.49	.00	-1,715,904.53	142.5%
50210 OVERTIME-FLSA PUBLIC SAFETY	175,000	175,000	341,845.33	45,064.39	.00	-166,845.33	195.3%
50220 STATION COVERAGE OT	4,427,139	4,427,139	4,457,270.07	536,945.70	.00	-30,131.07	100.7%
50230 CALLBACK	1,060,000	1,060,000	809,256.99	105,505.08	.00	250,743.01	76.3%
50300 ACCRUED SALARY & BENEFITS	0	0	.00	.00	.00	.00	.0%
50400 VAC SICK COMP BUYBACK	0	0	-.95	.00	.00	.95	100.0%
50410 WORKERS COMP SALARY CONTINUE	0	0	1,635,583.41	204,761.67	.00	-1,635,583.41	100.0%
50500 MISC PAYROLL EXPENSE	0	0	.00	.00	.00	.00	.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	8,358,802.59	1,091,370.08	.00	1,975,026.41	80.9%
51005 CALPERS PENSION - CARMEN	0	0	.00	.00	.00	.00	.0%
51010 CALPERS PENSION UAL	5,199,085	5,175,142	4,743,879.91	431,261.81	.00	431,262.09	91.7%
51020 CALPERS UAL - PUBLIC SAFETY	2,913,634	2,913,634	2,670,831.13	242,802.83	.00	242,802.87	91.7%
51030 RETIREMENT ENHANCEMENT PLAN	1,747,700	1,740,927	1,525,711.96	196,233.66	.00	215,215.04	87.6%
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	17,808,475.50	2,283,170.48	.00	4,443,767.50	80.0%
51161 DEFERRED COMPENSATION	0	0	.00	.00	.00	.00	.0%
51162 EMPLOYEE HEALTH INSURANCE	0	0	.00	.00	.00	.00	.0%
51163 LIFE INSURANCE	0	0	.00	.00	.00	.00	.0%
51164 LONG TERM DISABILITY	0	0	.00	.00	.00	.00	.0%
51165 MEDICARE	0	0	.00	.00	.00	.00	.0%
51166 POST EMPLOYMENT INSURANCE	0	0	.00	.00	.00	.00	.0%
51167 UNEMPLOYMENT INSURANCE	0	0	.00	.00	.00	.00	.0%
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	.00	.00	503,617.13	73.9%
51210 RETIREE HEALTH INS PLAN	538,790	538,790	465,915.57	43,079.67	.00	72,874.43	86.5%
51220 OPEB DISCRETIONARY CONTRIBUTI	0	0	.00	.00	.00	.00	.0%
51300 WORKERS COMPENSATION	7,092,855	7,123,787	6,547,352.76	593,648.90	.00	576,434.24	91.9%
51400 AUTO ALLOWANCE	37,845	37,845	40,050.40	5,336.02	.00	-2,205.40	105.8%
51410 UNIFORM ALLOWANCE	53,949	53,949	56,048.90	1,201.22	.00	-2,099.90	103.9%
51420 TOOL AND EQUIPMENT ALLOWANCE	0	0	.00	.00	.00	.00	.0%
51430 INTERNSHIP	0	0	.00	.00	.00	.00	.0%
51999 YR END GASB,OPEB,COMP AB	0	0	.00	.00	.00	.00	.0%
52000 POSTAGE	63,051	64,051	53,335.15	6,575.77	125.97	10,589.88	83.5%
52100 CHEMICALS	140,873	142,373	79,403.82	27,803.51	56,907.57	6,061.61	95.7%
52110 REPAIR PARTS	0	0	8,012.56	43.70	.00	-8,012.56	100.0%
52200 SUBSCRIPTIONS & PUBLS	61,427	73,427	27,407.49	961.59	20,840.33	25,179.18	65.7%

YEAR-TO-DATE BUDGET REPORT
EXPENSE - MAY 2024

FOR 2024 11

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
52300 UNIFORMS	230,805	230,805	332,224.11	76,078.64	121,946.72	-223,365.83	196.8%
52310 TRAINING-WORKSHOP-MTGS	629,685	837,047	569,506.89	49,117.77	2,541.78	264,998.48	68.3%
52320 MILEAGE REIMBURSEMENTS	812	812	2,258.67	506.46	.00	-1,446.67	278.2%
52330 EDUCATION REIMBURSEMENT	20,414	20,414	36,066.61	344.25	.00	-15,652.61	176.7%
52340 MEMBERSHIPS	251,145	251,145	260,981.88	4,494.19	.00	-9,836.88	103.9%
52350 OTHER EXPENSE REIMB	66,776	66,776	44,172.51	7,162.32	40,174.48	-17,570.99	126.3%
52400 MINOR EQUIPMENT	2,221,516	2,135,806	1,287,410.54	147,936.44	687,107.71	161,287.93	92.4%
52500 COMMUNITY ACTIVITIES EXP	153,500	178,500	185,160.00	.00	93,600.00	-100,260.00	156.2%
52510 PUBLIC OUTREACH	0	0	.00	.00	.00	.00	.0%
52600 SUPPLIES CUSTODIAL	74,900	74,900	49,930.86	8,014.02	25,278.42	-309.28	100.4%
52610 SUPPLIES SAFETY	326,225	468,225	327,217.21	17,477.26	38,474.22	102,533.57	78.1%
52620 SUPPLIES OTHER	282,858	282,858	212,948.61	19,840.36	22,149.43	47,759.96	83.1%
52900 MISC SUPPLIES	329,137	431,370	256,564.67	31,342.65	94,258.30	80,546.54	81.3%
53000 SOFTWARE EXPENSE	24,038	24,038	59,311.43	.00	.00	-35,273.43	246.7%
53001 SOFTWARE SUBSCRIPTION	0	0	12,807.20	.00	182.80	-12,990.00	100.0%
53010 SERVICES PRINTING BINDING	99,080	99,080	55,569.13	9,139.12	17,211.04	26,299.83	73.5%
53020 INTERNAL PHOTOCOPING COSTS	97,684	97,684	69,674.61	.00	287.34	27,722.05	71.6%
53100 EMERGENCY RESPONSE	0	0	.00	.00	.00	.00	.0%
53110 SERVICES MEDICAL	31,957	31,957	35,764.50	2,324.00	.00	-3,807.50	111.9%
53200 PROF SERVICES - OTHER	17,296,496	21,454,657	10,706,763.56	1,224,307.00	5,507,824.86	5,240,068.75	75.6%
53210 SERVICES AUDIT	205,600	237,600	260,695.00	51,885.00	2,905.00	-26,000.00	110.9%
53220 SERVICES LEGAL SERVICES	824,142	968,570	371,496.76	21,335.85	353,130.59	243,942.65	74.8%
53230 ANIMAL SHELTER	2,547,687	2,547,687	1,878,694.84	625,397.13	329,561.03	339,431.13	86.7%
53250 ADVERTISING	44,672	46,172	13,670.24	1,550.00	6,645.00	25,856.76	44.0%
53260 LEGAL ADVOCACY	73,766	73,766	53,075.74	17,936.00	6,868.00	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	632,726.65	493,430.32	.00	-310,447.65	196.3%
53400 PROFESSIONAL SERVICES - HR	75,000	75,000	15,346.70	1,032.78	23,900.00	35,753.30	52.3%
53410 BACKGROUND CHECKING	159,239	249,239	252,399.30	96,689.05	3,310.95	-6,471.25	102.6%
53500 BANK CHARGES	234,064	234,064	75,208.50	6,171.55	40,853.08	118,002.42	49.6%
53710 PRIOR YEAR REFUNDS	0	0	280.00	.00	.00	-280.00	100.0%
54010 UTILITY EXPENSE-ELECTRIC	2,292,922	2,406,348	2,156,533.97	175,940.79	.00	249,814.03	89.6%
54020 UTILITY EXPENSE - GAS	29,229	43,229	44,566.73	6,434.78	.00	-1,337.73	103.1%
54030 UTILITY EXPENSE- WASTEWATER	56,148	61,576	77,130.07	5,615.78	.00	-15,554.07	125.3%
54040 UTILITY EXPENSE WATER	1,455,075	1,467,554	1,041,386.43	99,414.41	.00	426,167.57	71.0%
54050 UTIL EXP REFUSE AND DISPOSE	236,365	306,656	312,615.14	21,160.42	.00	-5,959.14	101.9%
54070 INTERNET CHARGES	3,606	3,606	942.00	.00	.00	2,664.00	26.1%
54080 TELEPHONE CHGS	454,307	600,927	412,557.36	28,035.07	.00	188,369.64	68.7%
54090 UNLEADED FUEL	2,283	2,283	.00	.00	.00	2,283.00	.0%
55010 BUILDING MAINT & REPAIR	420,962	450,962	159,976.54	17,404.22	32,891.30	258,094.16	42.8%
55020 EQUIPMENT MAINTENANCE	190,344	190,344	61,122.15	.00	15,751.31	113,470.54	40.4%
55030 VEHICLE MAINTENANCE	62,709	62,709	86,341.35	11,037.50	-33,765.25	10,132.90	83.8%
56010 CAPEX - BUILDINGS	0	0	.00	.00	.00	.00	.0%
56020 CAPEX - IMPRV OTH. THN BLDGS	0	0	.00	.00	.00	.00	.0%

YEAR-TO-DATE BUDGET REPORT
EXPENSE - MAY 2024

FOR 2024 11

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
56030 CAPEX - VEHICLES	0	15,000	.00	.00	.00	15,000.00	.0%
56040 CAPEX - MACHINERY/EQUIP	463,000	589,086	503,793.86	8,143.12	57,210.58	28,081.56	95.2%
56050 CAPEX - INFRASTRUCTURE	0	0	.00	.00	.00	.00	.0%
57000 RENTALS & LEASES	1,297,443	1,746,581	1,142,915.74	211,416.49	487,648.45	116,016.95	93.4%
57110 TAXES AND FILING FEES	200	200	94.32	.00	.00	105.68	47.2%
57200 BAD DEBT EXPENSE	0	0	.00	.00	.00	.00	.0%
57300 LEASE PMT CAP GROWTH FEES	1,004,616	1,004,616	1,004,615.00	799,833.09	.00	1.00	100.0%
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	153,329.38	76,664.69	.00	-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%
57530 COSTS OF ISSUANCE - DEBT	0	0	.00	.00	.00	.00	.0%
57800 FOR CONTINGENCIES	2,545,875	1,600,685	.00	.00	.00	1,600,685.00	.0%
57850 RESERVE APPROP. SAL ADJ	0	0	.00	.00	.00	.00	.0%
58400 LIABILITY CLAIMS EXPENSE	0	0	.00	.00	.00	.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	.00	.00	29,303.00	99.6%
59200 IT & DATA PROCESSING CHGS	7,491,977	7,563,970	6,935,239.13	630,330.83	.00	628,730.87	91.7%
59300 LIABILITY INSURANCE CHGS	5,625,945	5,618,829	5,158,056.57	468,914.27	.00	460,772.43	91.8%
59400 TELEPHONE CHGS HIPC	697,968	697,968	639,803.78	58,163.98	.00	58,164.22	91.7%
59500 FLEET EQUIP MAINT ISF CHG	4,320,786	4,332,083	3,580,868.62	350,158.70	.00	751,214.38	82.7%
59600 INDIRECT PRORATED CST CHG	0	0	.00	.00	.00	.00	.0%
59700 FACILITY CHG MAINTENANCE	5,502,490	6,017,277	5,044,601.75	459,193.45	.00	972,675.52	83.8%
59800 TRANSFERS OUT - CIP	16,939,655	25,791,989	3,158,523.61	5,760.00	.00	22,633,465.65	12.2%
59810 TRANSFERS OUT - CITY MATCH	0	111,332	25,976.26	.00	.00	85,355.69	23.3%
59900 TRANSFERS OUT - DEBT	0	4,020,927	4,020,872.03	2,813,162.57	.00	54.97	100.0%
59910 TRANSFERS OUT - STORM WATER	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%
60130 LEASE CLEARING (LESSEE) GASB8	0	0	.00	.00	.00	.00	.0%
60140 SUBSCRIPTION CLEARING GASB96	0	0	.00	.00	.00	.00	.0%
60141 SUBSCRIPTION EXPENSE - GASB96	0	0	.00	.00	.00	.00	.0%
60142 PRINCIPAL PMTS - SUBSCRIPTION	0	0	.00	.00	.00	.00	.0%
60143 IMPLEMENT STAGE OUTLAY GASB96	0	0	.00	.00	.00	.00	.0%
60144 INTEREST EXPENSE - GASB96	0	0	.00	.00	.00	.00	.0%
60240 UNREALIZED GAIN(LOSS) FMV OFF	0	0	.00	.00	.00	.00	.0%
60300 INTERFUND ADVANCE OFFSET	0	0	.00	.00	.00	.00	.0%
60410 AMORTIZATION EXPENSE	0	0	.00	.00	.00	.00	.0%
61142 OTHER FINANCING-SUBSCRIPTIONS	0	0	.00	.00	.00	.00	.0%
TOTAL GENERAL FUND	224,989,013	245,677,065	187,788,528.65	24,435,459.12	8,055,821.01	49,832,715.83	79.7%

104 HALF CENT SALES TAX - MEAS 0

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104	HALF CENT SALES TAX - MEAS O	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50000	SALARIES - REGULAR	925,116	925,116	854,535.65	87,473.28	.00	70,580.35	92.4%
50100	SALARIES - TEMPORARY	281,539	281,539	160,804.14	12,150.28	.00	120,734.86	57.1%
50168	LEAVE BANK CASH OUT	0	0	.00	.00	.00	.00	.0%
50200	OVERTIME WAGES	4,666	4,666	44,969.63	1,274.03	.00	-40,303.63	963.8%
50210	OVERTIME-FLSA PUBLIC SAFETY	0	0	.00	.00	.00	.00	.0%
50220	STATION COVERAGE OT	0	0	.00	.00	.00	.00	.0%
50400	VAC SICK COMP BUYBACK	0	0	.00	.00	.00	.00	.0%
50410	WORKERS COMP SALARY CONTINUE	0	0	.00	.00	.00	.00	.0%
50900	VACANCY SAVINGS	0	0	.00	.00	.00	.00	.0%
51000	CALPERS PENSION NORMAL COST	88,771	88,771	102,025.17	9,599.19	.00	-13,254.17	114.9%
51010	CALPERS PENSION UAL	141,483	141,483	129,692.75	11,790.25	.00	11,790.25	91.7%
51030	RETIREMENT ENHANCEMENT PLAN	22,519	22,519	20,514.37	2,627.25	.00	2,004.63	91.1%
51160	CITY PAID EMPLOYEE BENEFITS	321,740	321,740	298,344.03	32,119.25	.00	23,395.97	92.7%
51161	DEFERRED COMPENSATION	0	0	.00	.00	.00	.00	.0%
51162	EMPLOYEE HEALTH INSURANCE	0	0	.00	.00	.00	.00	.0%
51163	LIFE INSURANCE	0	0	.00	.00	.00	.00	.0%
51164	LONG TERM DISABILITY	0	0	.00	.00	.00	.00	.0%
51165	MEDICARE	0	0	.00	.00	.00	.00	.0%
51166	POST EMPLOYMENT INSURANCE	0	0	.00	.00	.00	.00	.0%
51167	UNEMPLOYMENT INSURANCE	0	0	.00	.00	.00	.00	.0%
51300	WORKERS COMPENSATION	57,073	57,073	52,316.77	4,756.07	.00	4,756.23	91.7%
51410	UNIFORM ALLOWANCE	0	0	.00	.00	.00	.00	.0%
52000	POSTAGE	3,000	31,000	23,154.56	.00	.00	7,845.44	74.7%
52200	SUBSCRIPTIONS & PUBLS	0	0	.00	.00	.00	.00	.0%
52300	UNIFORMS	6,583	6,583	1,350.29	.00	3,849.71	1,383.00	79.0%
52310	TRAINING-WORKSHOP-MTGS	0	0	.00	.00	.00	.00	.0%
52340	MEMBERSHIPS	0	0	.00	.00	.00	.00	.0%
52400	MINOR EQUIPMENT	452,512	452,512	264,700.61	64,829.57	139,409.00	48,402.39	89.3%
52600	SUPPLIES CUSTODIAL	26,157	26,157	7,412.41	3,639.08	1,210.92	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	.00	.00	19,152.15	7.1%
52900	MISC SUPPLIES	4,900	4,900	2,514.68	1,680.68	385.32	2,000.00	59.2%
53000	SOFTWARE EXPENSE	0	0	.00	.00	.00	.00	.0%
53001	SOFTWARE SUBSCRIPTION	0	0	.00	.00	.00	.00	.0%
53002	IT MAINT/SUPPORT - ANNUAL	0	0	346,829.61	.00	3,543.12	-350,372.73	100.0%
53010	SERVICES PRINTING BINDING	0	0	.00	.00	.00	.00	.0%
53110	SERVICES MEDICAL	0	0	.00	.00	.00	.00	.0%
53200	PROF SERVICES - OTHER	2,341,260	2,780,500	1,707,043.72	356,600.30	420,287.37	653,169.24	76.5%
53210	SERVICES AUDIT	5,400	5,400	5,200.00	.00	.00	200.00	96.3%
53270	CONSTRUCTION SERVICES	0	0	.00	.00	.00	.00	.0%
53300	CONTRACT ELECTIONS EXPNS	0	0	.00	.00	.00	.00	.0%
53410	BACKGROUND CHECKING	0	0	.00	.00	.00	.00	.0%
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	47,195.54	812.04	.00	-33,830.54	353.1%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
54020 UTILITY EXPENSE - GAS	0	0	.00	.00	.00	.00	.0%
54030 UTILITY EXPENSE- WASTEWATER	2,034	2,034	2,172.06	198.51	.00	-138.06	106.8%
54040 UTILITY EXPENSE WATER	82,029	82,029	106,253.02	11,539.47	.00	-24,224.02	129.5%
54050 UTIL EXP REFUSE AND DISPOSE	15,067	15,067	12,117.00	.00	.00	2,950.00	80.4%
54080 TELEPHONE CHGS	2,500	2,500	5,890.73	460.92	.00	-3,390.73	235.6%
55010 BUILDING MAINT & REPAIR	0	5,668	1,646.34	.00	.00	4,021.66	29.0%
55020 EQUIPMENT MAINTENANCE	0	0	645.66	.00	.00	-645.66	100.0%
55030 VEHICLE MAINTENANCE	0	0	.00	.00	.00	.00	.0%
56000 CAPEX - LAND EASEMENTS	0	0	.00	.00	.00	.00	.0%
56010 CAPEX - BUILDINGS	0	0	.00	.00	.00	.00	.0%
56020 CAPEX - IMPRV OTH. THN BLDGS	0	0	.00	.00	.00	.00	.0%
56030 CAPEX - VEHICLES	0	0	.00	.00	.00	.00	.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%
57100 POSSESSORY INTEREST TAX	0	0	.00	.00	.00	.00	.0%
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	431,493.76	224,532.71	.00	.24	100.0%
57800 FOR CONTINGENCIES	0	0	.00	.00	.00	.00	.0%
57850 RESERVE APPROP. SAL ADJ	0	0	.00	.00	.00	.00	.0%
58100 GENERAL LIABILITY INSURANCE	0	0	.00	.00	.00	.00	.0%
59000 TRANSFERS OUT	0	0	.00	.00	.00	.00	.0%
59020 TRANSFERS OUT - INTRAFUND	0	168,248	.00	.00	.00	168,247.67	.0%
59200 IT & DATA PROCESSING CHGS	116,988	116,988	107,238.89	9,748.99	.00	9,749.11	91.7%
59300 LIABILITY INSURANCE CHGS	94,877	94,877	86,970.51	7,906.41	.00	7,906.49	91.7%
59400 TELEPHONE CHGS HIPC	12,649	12,649	11,594.88	1,054.08	.00	1,054.12	91.7%
59500 FLEET EQUIP MAINT ISF CHG	53,751	53,751	37,920.96	2,726.14	.00	15,830.04	70.5%
59600 INDIRECT PRORATED CST CHG	171,250	171,250	156,979.13	14,270.83	.00	14,270.87	91.7%
59800 TRANSFERS OUT - CIP	17,710,717	18,825,646	3,730,995.68	.00	.00	15,094,649.87	19.8%
59810 TRANSFERS OUT - CITY MATCH	0	82,563	.00	.00	.00	82,563.11	.0%
59900 TRANSFERS OUT - DEBT	0	1,905,395	1,905,392.50	1,451,250.00	.00	2.50	100.0%
59940 TRANSFERS OUT - MEASURE O	0	1,514,671	1,211,157.75	110,105.25	.00	303,513.25	80.0%
60140 SUBSCRIPTION CLEARING GASB96	0	0	.00	.00	.00	.00	.0%
60141 SUBSCRIPTION EXPENSE - GASB96	0	0	.00	.00	.00	.00	.0%
60142 PRINCIPAL PMTS - SUBSCRIPTION	0	0	.00	.00	.00	.00	.0%
60144 INTEREST EXPENSE - GASB96	0	0	.00	.00	.00	.00	.0%
60240 UNREALIZED GAIN(LOSS) FMV OFF	0	0	.00	.00	.00	.00	.0%
60300 INTERFUND ADVANCE OFFSET	0	0	.00	.00	.00	.00	.0%
60410 AMORTIZATION EXPENSE	0	0	.00	.00	.00	.00	.0%
TOTAL HALF CENT SALES TAX - MEAS	24,341,102	30,706,600	12,812,739.28	2,423,144.58	1,595,049.91	16,298,811.17	46.9%

105 STREET MAINTENANCE (IUF) FUND

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105	STREET MAINTENANCE (IUF) FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
52000	POSTAGE	0	0	.00	.00	.00	.00	.0%
52400	MINOR EQUIPMENT	0	0	.00	.00	.00	.00	.0%
53200	PROF SERVICES - OTHER	0	0	.00	.00	.00	.00	.0%
53270	CONSTRUCTION SERVICES	0	0	.00	.00	.00	.00	.0%
56020	CAPEX - IMPRV OTH. THN BLDGS	0	0	.00	.00	.00	.00	.0%
56030	CAPEX - VEHICLES	0	0	.00	.00	.00	.00	.0%
56040	CAPEX - MACHINERY/EQUIP	0	0	.00	.00	.00	.00	.0%
57800	FOR CONTINGENCIES	0	0	.00	.00	.00	.00	.0%
59000	TRANSFERS OUT	0	0	.00	.00	.00	.00	.0%
59600	INDIRECT PRORATED CST CHG	0	0	.00	.00	.00	.00	.0%
59800	TRANSFERS OUT - CIP	0	1,108,904	941,669.56	.00	.00	167,234.93	84.9%
60300	INTERFUND ADVANCE OFFSET	0	0	.00	.00	.00	.00	.0%
	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	209,379.05	33,188.94	.00	176,707.95	54.2%
50100	SALARIES - TEMPORARY	0	0	.00	.00	.00	.00	.0%
50168	LEAVE BANK CASH OUT	0	0	.00	.00	.00	.00	.0%
50200	OVERTIME WAGES	52,500	52,500	107,867.64	8,426.54	.00	-55,367.64	205.5%
50900	VACANCY SAVINGS	0	0	.00	.00	.00	.00	.0%
51000	CALPERS PENSION NORMAL COST	41,171	41,171	25,332.36	3,448.41	.00	15,838.64	61.5%
51010	CALPERS PENSION UAL	55,504	55,504	50,878.63	4,625.33	.00	4,625.37	91.7%
51030	RETIREMENT ENHANCEMENT PLAN	13,848	13,848	7,258.74	354.10	.00	6,589.26	52.4%
51160	CITY PAID EMPLOYEE BENEFITS	114,844	114,844	76,188.50	9,484.71	.00	38,655.50	66.3%
51161	DEFERRED COMPENSATION	0	0	.00	.00	.00	.00	.0%
51162	EMPLOYEE HEALTH INSURANCE	0	0	.00	.00	.00	.00	.0%
51163	LIFE INSURANCE	0	0	.00	.00	.00	.00	.0%
51164	LONG TERM DISABILITY	0	0	.00	.00	.00	.00	.0%
51165	MEDICARE	0	0	.00	.00	.00	.00	.0%
51166	POST EMPLOYMENT INSURANCE	0	0	.00	.00	.00	.00	.0%
51167	UNEMPLOYMENT INSURANCE	0	0	.00	.00	.00	.00	.0%
51300	WORKERS COMPENSATION	27,058	27,058	24,803.24	2,254.84	.00	2,254.76	91.7%
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	329,057.29	58,848.07	114,858.38	151,084.33	74.6%
54010	UTILITY EXPENSE-ELECTRIC	1,353	1,353	2,226.87	49.67	.00	-873.87	164.6%
54050	UTIL EXP REFUSE AND DISPOSE	275,000	275,000	216,763.57	29,247.03	.00	58,236.43	78.8%
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%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
56030 CAPEX - VEHICLES	0	0	.00	.00	.00	.00	.0%
56040 CAPEX - MACHINERY/EQUIP	0	70,000	68,966.79	.00	.00	1,033.21	98.5%
57000 RENTALS & LEASES	50,000	125,000	55,293.13	11,768.33	14,711.44	54,995.43	56.0%
57110 TAXES AND FILING FEES	60,000	60,000	53,352.00	.00	.00	6,648.00	88.9%
57850 RESERVE APPROP. SAL ADJ	0	0	.00	.00	.00	.00	.0%
59000 TRANSFERS OUT	0	0	.00	.00	.00	.00	.0%
59200 IT & DATA PROCESSING CHGS	45,895	45,895	42,070.38	3,824.58	.00	3,824.62	91.7%
59300 LIABILITY INSURANCE CHGS	72,929	72,929	66,851.62	6,077.42	.00	6,077.38	91.7%
59400 TELEPHONE CHGS HIPC	0	0	.00	.00	.00	.00	.0%
59500 FLEET EQUIP MAINT ISF CHG	0	0	739.15	19.75	.00	-739.15	100.0%
59600 INDIRECT PRORATED CST CHG	71,606	71,606	65,638.76	5,967.16	.00	5,967.24	91.7%
TOTAL STORM WATER MANAGEMENT FUND	2,077,074	2,077,074	1,412,978.47	177,584.88	135,369.82	528,725.71	74.5%
119 PUBLIC SAFETY RETIREMENT FUND							
51000 CALPERS PENSION NORMAL COST	7,527,801	7,527,801	6,366,566.16	819,825.81	.00	1,161,234.84	84.6%
51005 CALPERS PENSION - CARMEN	0	0	.00	.00	.00	.00	.0%
51020 CALPERS UAL - PUBLIC SAFETY	9,779,020	9,779,020	8,964,101.63	814,918.33	.00	814,918.37	91.7%
53310 COUNTY PROP TAX ADMIN CHG	140,371	140,371	18,377.24	5.89	.00	121,993.76	13.1%
59300 LIABILITY INSURANCE CHGS	0	0	.00	.00	.00	.00	.0%
TOTAL PUBLIC SAFETY RETIREMENT FU	17,447,192	17,447,192	15,349,045.03	1,634,750.03	.00	2,098,146.97	88.0%
120 MAINT ASSMNT DIST							
50000 SALARIES - REGULAR	1,110,535	1,110,535	892,655.71	118,204.72	.00	217,879.29	80.4%
50100 SALARIES - TEMPORARY	0	0	7,671.50	5,871.50	.00	-7,671.50	100.0%
50168 LEAVE BANK CASH OUT	0	0	.00	.00	.00	.00	.0%
50200 OVERTIME WAGES	228,000	223,000	185,209.33	31,377.44	.00	37,790.67	83.1%
51000 CALPERS PENSION NORMAL COST	96,242	96,242	92,145.16	12,152.17	.00	4,096.84	95.7%
51010 CALPERS PENSION UAL	115,688	115,688	106,047.37	9,640.67	.00	9,640.63	91.7%
51030 RETIREMENT ENHANCEMENT PLAN	0	0	.00	.00	.00	.00	.0%
51160 CITY PAID EMPLOYEE BENEFITS	385,954	385,954	261,137.68	36,605.80	.00	124,816.32	67.7%
51161 DEFERRED COMPENSATION	0	0	.00	.00	.00	.00	.0%
51162 EMPLOYEE HEALTH INSURANCE	0	0	.00	.00	.00	.00	.0%
51163 LIFE INSURANCE	0	0	.00	.00	.00	.00	.0%
51164 LONG TERM DISABILITY	0	0	.00	.00	.00	.00	.0%
51165 MEDICARE	0	0	.00	.00	.00	.00	.0%
51166 POST EMPLOYMENT INSURANCE	0	0	.00	.00	.00	.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
51167 UNEMPLOYMENT INSURANCE	0	0	.00	.00	.00	.00	.0%
51300 WORKERS COMPENSATION	63,589	63,589	58,289.88	5,299.08	.00	5,299.12	91.7%
52000 POSTAGE	5,000	5,000	2,524.50	.00	.00	2,475.50	50.5%
52200 SUBSCRIPTIONS & PUBLS	7,000	7,000	1,691.23	601.73	5,448.27	-139.50	102.0%
52300 UNIFORMS	2,500	2,500	1,774.71	.00	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%
52320 MILEAGE REIMBURSEMENTS	0	0	.00	.00	.00	.00	.0%
52330 EDUCATION REIMBURSEMENT	0	0	.00	.00	.00	.00	.0%
52340 MEMBERSHIPS	0	0	.00	.00	.00	.00	.0%
52400 MINOR EQUIPMENT	29,000	19,000	111,709.25	3,385.12	73,182.33	-165,891.58	973.1%
52600 SUPPLIES CUSTODIAL	39,000	39,000	29,363.77	12,364.49	45,134.59	-35,498.36	191.0%
52610 SUPPLIES SAFETY	5,000	5,000	.00	.00	.00	5,000.00	.0%
52900 MISC SUPPLIES	123,000	123,000	20,594.98	447.01	17,363.99	85,041.03	30.9%
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	3,424,781.84	536,750.84	1,581,817.45	2,047,027.20	71.0%
53210 SERVICES AUDIT	0	0	.00	.00	.00	.00	.0%
53250 ADVERTISING	0	0	.00	.00	.00	.00	.0%
53270 CONSTRUCTION SERVICES	0	0	.00	.00	.00	.00	.0%
53310 COUNTY PROP TAX ADMIN CHG	16,839	16,839	18,588.34	9,815.46	.00	-1,749.59	110.4%
53500 BANK CHARGES	0	0	.00	.00	.00	.00	.0%
53710 PRIOR YEAR REFUNDS	0	0	.00	.00	.00	.00	.0%
54010 UTILITY EXPENSE-ELECTRIC	224,453	224,453	186,586.43	8,493.43	.00	37,866.57	83.1%
54030 UTILITY EXPENSE- WASTEWATER	2,979	2,979	6,212.94	284.17	.00	-3,233.94	208.6%
54040 UTILITY EXPENSE WATER	1,038,528	1,038,528	684,659.12	63,017.98	.00	353,868.88	65.9%
54050 UTIL EXP REFUSE AND DISPOSE	25,000	25,000	16,100.28	865.62	.00	8,899.72	64.4%
54080 TELEPHONE CHGS	12,852	12,852	17,122.17	1,829.72	.00	-4,270.17	133.2%
55020 EQUIPMENT MAINTENANCE	0	0	.00	.00	.00	.00	.0%
56020 CAPEX - IMPRV OTH. THN BLDGS	0	0	.00	.00	.00	.00	.0%
56030 CAPEX - VEHICLES	0	0	.00	.00	.00	.00	.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	9,099.12	1,129.77	20,900.88	.00	100.0%
57500 PRINCIPAL PAYMENTS	0	0	.00	.00	.00	.00	.0%
57510 INTEREST & PENALTIES EXPENSE	0	0	.00	.00	.00	.00	.0%
57800 FOR CONTINGENCIES	0	0	.00	.00	.00	.00	.0%
57850 RESERVE APPROP. SAL ADJ	0	0	.00	.00	.00	.00	.0%
58100 GENERAL LIABILITY INSURANCE	0	0	.00	.00	.00	.00	.0%
59000 TRANSFERS OUT	1,699,894	1,699,894	562,279.72	.00	.00	1,137,614.69	33.1%
59020 TRANSFERS OUT - INTRAFUND	0	0	.00	.00	.00	.00	.0%
59200 IT & DATA PROCESSING CHGS	95,660	95,660	87,688.37	7,971.67	.00	7,971.63	91.7%
59300 LIABILITY INSURANCE CHGS	171,393	171,393	157,110.25	14,282.75	.00	14,282.75	91.7%
59400 TELEPHONE CHGS HIPC	2,237	2,237	2,050.51	186.41	.00	186.49	91.7%
59500 FLEET EQUIP MAINT ISF CHG	59,182	59,182	47,039.90	4,105.80	.00	12,142.10	79.5%
59600 INDIRECT PRORATED CST CHG	558,522	558,522	511,978.39	46,543.49	.00	46,543.61	91.7%
59700 FACILITY CHG MAINTENANCE	21,163	23,143	19,399.38	1,763.58	.00	3,743.53	83.8%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
59800 TRANSFERS OUT - CIP	90,270	2,424,658	45,660.15	.00	.00	2,378,998.08	1.9%
60240 UNREALIZED GAIN(LOSS) FMV OFF	0	0	.00	.00	.00	.00	.0%
TOTAL MAINT ASSMNT DIST	13,234,665	15,666,475	7,583,758.59	932,990.42	1,750,411.45	6,332,304.75	59.6%

181 STATE GAS TAX FUND

50000 SALARIES - REGULAR	1,495,149	1,403,149	1,038,930.78	146,364.00	.00	364,218.22	74.0%
50100 SALARIES - TEMPORARY	13,000	13,000	16,076.81	2,541.23	.00	-3,076.81	123.7%
50168 LEAVE BANK CASH OUT	0	0	.00	.00	.00	.00	.0%
50200 OVERTIME WAGES	50,000	50,000	91,218.81	16,437.56	.00	-41,218.81	182.4%
50410 WORKERS COMP SALARY CONTINUE	0	0	17,032.21	.00	.00	-17,032.21	100.0%
50500 MISC PAYROLL EXPENSE	0	0	.00	.00	.00	.00	.0%
51000 CALPERS PENSION NORMAL COST	165,132	165,132	103,721.35	14,820.47	.00	61,410.65	62.8%
51010 CALPERS PENSION UAL	239,975	239,975	219,977.01	19,997.91	.00	19,997.99	91.7%
51030 RETIREMENT ENHANCEMENT PLAN	94,304	94,304	63,201.76	7,578.73	.00	31,102.24	67.0%
51040 EARLY RETIREMENT INCENTIVE	0	0	.00	.00	.00	.00	.0%
51160 CITY PAID EMPLOYEE BENEFITS	510,819	510,819	333,723.58	42,797.80	.00	177,095.42	65.3%
51161 DEFERRED COMPENSATION	0	0	.00	.00	.00	.00	.0%
51162 EMPLOYEE HEALTH INSURANCE	0	0	.00	.00	.00	.00	.0%
51163 LIFE INSURANCE	0	0	.00	.00	.00	.00	.0%
51164 LONG TERM DISABILITY	0	0	.00	.00	.00	.00	.0%
51165 MEDICARE	0	0	.00	.00	.00	.00	.0%
51166 POST EMPLOYMENT INSURANCE	0	0	.00	.00	.00	.00	.0%
51167 UNEMPLOYMENT INSURANCE	0	0	.00	.00	.00	.00	.0%
51210 RETIREE HEALTH INS PLAN	20,744	20,744	17,938.47	1,658.63	.00	2,805.53	86.5%
51300 WORKERS COMPENSATION	110,805	110,805	101,571.25	9,233.75	.00	9,233.75	91.7%
51400 AUTO ALLOWANCE	420	420	381.05	48.47	.00	38.95	90.7%
52000 POSTAGE	0	0	8.82	.00	.00	-8.82	100.0%
52110 REPAIR PARTS	0	0	.00	.00	.00	.00	.0%
52200 SUBSCRIPTIONS & PUBLS	0	0	.00	.00	.00	.00	.0%
52300 UNIFORMS	0	0	.00	.00	.00	.00	.0%
52310 TRAINING-WORKSHOP-MTGS	5,000	5,000	2,982.15	.00	.00	2,017.85	59.6%
52320 MILEAGE REIMBURSEMENTS	0	0	.00	.00	.00	.00	.0%
52340 MEMBERSHIPS	600	600	.00	.00	.00	600.00	.0%
52400 MINOR EQUIPMENT	158,360	130,275	83,805.14	13,461.07	30,315.22	16,154.18	87.6%
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	300,966.55	50,178.37	161,229.29	40,804.16	91.9%
53210 SERVICES AUDIT	0	0	.00	.00	.00	.00	.0%
53220 SERVICES LEGAL SERVICES	0	0	.00	.00	.00	.00	.0%
53270 CONSTRUCTION SERVICES	0	0	.00	.00	.00	.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
54010 UTILITY EXPENSE-ELECTRIC	153,382	245,382	229,257.58	22,300.82	.00	16,124.42	93.4%
54030 UTILITY EXPENSE- WASTEWATER	0	0	.00	.00	.00	.00	.0%
54040 UTILITY EXPENSE WATER	0	0	.00	.00	.00	.00	.0%
54080 TELEPHONE CHGS	10,000	10,000	12,176.74	1,122.43	.00	-2,176.74	121.8%
55020 EQUIPMENT MAINTENANCE	0	0	.00	.00	.00	.00	.0%
56030 CAPEX - VEHICLES	0	0	.00	.00	.00	.00	.0%
56040 CAPEX - MACHINERY/EQUIP	0	0	.00	.00	.00	.00	.0%
57000 RENTALS & LEASES	50,000	78,085	26,745.98	7,732.69	37,143.04	14,196.44	81.8%
57110 TAXES AND FILING FEES	0	0	1,013.00	.00	.00	-1,013.00	100.0%
57200 BAD DEBT EXPENSE	0	0	.00	.00	.00	.00	.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%
57520 DEBT ADMINISTRATION SVCS	0	0	.00	.00	.00	.00	.0%
57530 COSTS OF ISSUANCE - DEBT	0	0	.00	.00	.00	.00	.0%
57850 RESERVE APPROP. SAL ADJ	0	0	.00	.00	.00	.00	.0%
59000 TRANSFERS OUT	0	0	.00	.00	.00	.00	.0%
59200 IT & DATA PROCESSING CHGS	198,429	198,429	181,893.25	16,535.75	.00	16,535.75	91.7%
59300 LIABILITY INSURANCE CHGS	297,783	297,783	273,677.93	24,879.75	.00	24,105.07	91.9%
59400 TELEPHONE CHGS HIPC	8,871	8,871	8,131.75	739.25	.00	739.25	91.7%
59500 FLEET EQUIP MAINT ISF CHG	427,773	427,773	262,356.19	37,504.64	.00	165,416.81	61.3%
59600 INDIRECT PRORATED CST CHG	471,318	471,318	432,041.50	39,276.50	.00	39,276.50	91.7%
59700 FACILITY CHG MAINTENANCE	265,435	290,268	243,315.38	22,119.58	.00	46,952.48	83.8%
59800 TRANSFERS OUT - CIP	0	117,076	10,800.00	.00	.00	106,276.30	9.2%
60240 UNREALIZED GAIN(LOSS) FMV OFF	0	0	.00	.00	.00	.00	.0%
TOTAL STATE GAS TAX FUND	6,571,497	6,713,406	5,391,962.97	497,329.40	228,687.55	1,092,755.64	83.7%

182 TRAFFIC SAFETY FUND

50000 SALARIES - REGULAR	243,779	243,779	124,996.14	22,996.00	.00	118,782.86	51.3%
50100 SALARIES - TEMPORARY	211	211	.00	.00	.00	211.00	.0%
50168 LEAVE BANK CASH OUT	0	0	.00	.00	.00	.00	.0%
50200 OVERTIME WAGES	0	0	.00	.00	.00	.00	.0%
50230 CALLBACK	0	0	.00	.00	.00	.00	.0%
51000 CALPERS PENSION NORMAL COST	25,377	25,377	12,842.37	2,393.90	.00	12,534.63	50.6%
51010 CALPERS PENSION UAL	65,299	65,299	59,857.38	5,441.58	.00	5,441.62	91.7%
51030 RETIREMENT ENHANCEMENT PLAN	18,043	18,043	11,932.14	1,530.03	.00	6,110.86	66.1%
51160 CITY PAID EMPLOYEE BENEFITS	107,578	107,578	54,994.25	8,261.19	.00	52,583.75	51.1%
51161 DEFERRED COMPENSATION	0	0	.00	.00	.00	.00	.0%
51162 EMPLOYEE HEALTH INSURANCE	0	0	.00	.00	.00	.00	.0%
51163 LIFE INSURANCE	0	0	.00	.00	.00	.00	.0%
51164 LONG TERM DISABILITY	0	0	.00	.00	.00	.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
51165 MEDICARE	0	0	.00	.00	.00	.00	.0%
51167 UNEMPLOYMENT INSURANCE	0	0	.00	.00	.00	.00	.0%
51300 WORKERS COMPENSATION	26,117	26,117	23,940.62	2,176.42	.00	2,176.38	91.7%
52400 MINOR EQUIPMENT	0	0	.00	.00	.00	.00	.0%
53200 PROF SERVICES - OTHER	0	1,877	.00	.00	.00	1,877.13	.0%
53270 CONSTRUCTION SERVICES	0	0	.00	.00	.00	.00	.0%
53500 BANK CHARGES	0	0	.00	.00	.00	.00	.0%
56020 CAPEX - IMPRV OTH. THN BLDGS	0	0	.00	.00	.00	.00	.0%
57800 FOR CONTINGENCIES	0	0	.00	.00	.00	.00	.0%
57850 RESERVE APPROP. SAL ADJ	0	0	.00	.00	.00	.00	.0%
59000 TRANSFERS OUT	0	0	.00	.00	.00	.00	.0%
59200 IT & DATA PROCESSING CHGS	53,994	53,994	49,494.50	4,499.50	.00	4,499.50	91.7%
59300 LIABILITY INSURANCE CHGS	14,394	14,394	13,194.50	1,199.50	.00	1,199.50	91.7%
59400 TELEPHONE CHGS HIPC	0	0	.00	.00	.00	.00	.0%
59600 INDIRECT PRORATED CST CHG	75,643	75,643	69,339.38	6,303.58	.00	6,303.62	91.7%
59800 TRANSFERS OUT - CIP	0	85,380	.00	.00	.00	85,380.11	.0%
60240 UNREALIZED GAIN(LOSS) FMV OFF	0	0	.00	.00	.00	.00	.0%
TOTAL TRAFFIC SAFETY FUND	630,435	717,692	420,591.28	54,801.70	.00	297,100.96	58.6%
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	3,613.75	3,613.75	1,445.50	294,940.75	1.7%
53270 CONSTRUCTION SERVICES	0	0	.00	.00	.00	.00	.0%
56040 CAPEX - MACHINERY/EQUIP	0	0	.00	.00	.00	.00	.0%
57800 FOR CONTINGENCIES	0	0	.00	.00	.00	.00	.0%
59000 TRANSFERS OUT	856,036	2,919,381	483,923.78	84,273.02	.00	2,435,456.91	16.6%
59800 TRANSFERS OUT - CIP	4,000,000	5,927,275	783,820.42	268,115.44	.00	5,143,454.98	13.2%
60240 UNREALIZED GAIN(LOSS) FMV OFF	0	0	.00	.00	.00	.00	.0%
TOTAL ROAD MAINT & REHAB ACT FUND	5,006,036	9,146,656	1,272,880.37	356,002.21	1,445.50	7,872,330.22	13.9%
191 ASSET SEIZURE FUND - FED							
52300 UNIFORMS	0	0	.00	.00	.00	.00	.0%
52310 TRAINING-WORKSHOP-MTGS	0	74,774	28,779.48	363.39	.00	45,994.51	38.5%
52400 MINOR EQUIPMENT	0	26,995	313.88	.00	.00	26,681.07	1.2%
53200 PROF SERVICES - OTHER	0	45,003	.00	.00	13,690.00	31,313.00	30.4%
56030 CAPEX - VEHICLES	0	0	.00	.00	.00	.00	.0%

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56040 CAPEX - MACHINERY/EQUIP	0	26,102	.00	.00	.00	26,102.00	.0%
60240 UNREALIZED GAIN(LOSS) FMV OFF	0	0	.00	.00	.00	.00	.0%
TOTAL ASSET SEIZURE FUND - FED	0	172,874	29,093.36	363.39	13,690.00	130,090.58	24.7%
192 ASSET SEIZURE FUND - STATE							
52300 UNIFORMS	0	0	.00	.00	.00	.00	.0%
52310 TRAINING-WORKSHOP-MTGS	0	34,457	12,111.50	2,465.32	.00	22,345.53	35.1%
52400 MINOR EQUIPMENT	0	35,363	14,326.02	1,907.12	.00	21,037.36	40.5%
53200 PROF SERVICES - OTHER	0	20,000	18,500.00	-1,500.00	.00	1,500.00	92.5%
56030 CAPEX - VEHICLES	0	0	.00	.00	.00	.00	.0%
56040 CAPEX - MACHINERY/EQUIP	0	36,195	54,180.75	.00	.00	-17,985.95	149.7%
60240 UNREALIZED GAIN(LOSS) FMV OFF	0	0	.00	.00	.00	.00	.0%
TOTAL ASSET SEIZURE FUND - STATE	0	126,015	99,118.27	2,872.44	.00	26,896.94	78.7%
200 FEDERAL GRANTS FUND							
50000 SALARIES - REGULAR	-9,038	2,025,728	861,207.01	150,869.45	.00	1,164,520.71	42.5%
50100 SALARIES - TEMPORARY	42,901	42,901	37,689.50	6,332.50	.00	5,211.50	87.9%
50168 LEAVE BANK CASH OUT	0	0	.00	.00	.00	.00	.0%
50200 OVERTIME WAGES	0	209,761	197,393.20	37,555.59	.00	12,367.52	94.1%
50210 OVERTIME-FLSA PUBLIC SAFETY	0	0	2,694.68	2,694.68	.00	-2,694.68	100.0%
50220 STATION COVERAGE OT	0	636,203	192,312.69	57,742.42	.00	443,889.87	30.2%
50410 WORKERS COMP SALARY CONTINUE	0	0	553.12	553.12	.00	-553.12	100.0%
51000 CALPERS PENSION NORMAL COST	6,529	188,506	10,309.53	950.54	.00	178,196.21	5.5%
51005 CALPERS PENSION - CARMEN	0	0	.00	.00	.00	.00	.0%
51010 CALPERS PENSION UAL	10,883	10,883	9,976.12	906.92	.00	906.88	91.7%
51030 RETIREMENT ENHANCEMENT PLAN	12,857	12,857	11,290.74	1,556.34	.00	1,566.26	87.8%
51160 CITY PAID EMPLOYEE BENEFITS	19,816	750,433	285,942.58	42,032.95	.00	464,490.40	38.1%
51161 DEFERRED COMPENSATION	0	0	.00	.00	.00	.00	.0%
51162 EMPLOYEE HEALTH INSURANCE	0	0	.00	.00	.00	.00	.0%
51163 LIFE INSURANCE	0	0	.00	.00	.00	.00	.0%
51164 LONG TERM DISABILITY	0	0	.00	.00	.00	.00	.0%
51165 MEDICARE	0	0	.00	.00	.00	.00	.0%
51167 UNEMPLOYMENT INSURANCE	0	0	.00	.00	.00	.00	.0%
51300 WORKERS COMPENSATION	53,447	113,175	48,993.12	4,453.92	.00	64,181.53	43.3%
51410 UNIFORM ALLOWANCE	1,200	1,200	.00	.00	.00	1,200.00	.0%
52310 TRAINING-WORKSHOP-MTGS	0	131,992	101,671.66	1,275.00	7,500.00	22,820.34	82.7%

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52320 MILEAGE REIMBURSEMENTS	0	0	.00	.00	.00	.00	.0%
52400 MINOR EQUIPMENT	0	293,750	173,560.08	.00	.00	120,189.47	59.1%
52610 SUPPLIES SAFETY	0	0	.00	.00	.00	.00	.0%
52620 SUPPLIES OTHER	0	0	.00	.00	.00	.00	.0%
52900 MISC SUPPLIES	0	4,000	4,327.92	3,240.55	.00	-327.92	108.2%
53010 SERVICES PRINTING BINDING	0	0	.00	.00	.00	.00	.0%
53020 INTERNAL PHOTOCOPING COSTS	0	0	.00	.00	.00	.00	.0%
53200 PROF SERVICES - OTHER	0	404,215	72,551.66	1,717.66	6,348.34	325,314.80	19.5%
53270 CONSTRUCTION SERVICES	0	0	.00	.00	.00	.00	.0%
54080 TELEPHONE CHGS	0	0	.00	.00	.00	.00	.0%
56020 CAPEX - IMPRV OTH. THN BLDGS	0	0	.00	.00	.00	.00	.0%
56030 CAPEX - VEHICLES	0	0	.00	.00	.00	.00	.0%
56040 CAPEX - MACHINERY/EQUIP	0	0	.00	.00	.00	.00	.0%
56050 CAPEX - INFRASTRUCTURE	0	0	.00	.00	.00	.00	.0%
56888 LIFE TO DATE COSTS (END FY22)	0	0	.00	.00	.00	.00	.0%
57000 RENTALS & LEASES	0	0	.00	.00	.00	.00	.0%
57800 FOR CONTINGENCIES	0	0	.00	.00	.00	.00	.0%
59000 TRANSFERS OUT	0	0	.00	.00	.00	.00	.0%
59300 LIABILITY INSURANCE CHGS	26,385	33,143	24,186.25	2,198.75	.00	8,956.75	73.0%
59800 TRANSFERS OUT - CIP	0	13,286,606	5,028,338.38	-273,521.32	.00	8,258,267.42	37.8%
59810 TRANSFERS OUT - CITY MATCH	0	0	.00	.00	.00	.00	.0%
TOTAL FEDERAL GRANTS FUND	164,980	18,145,351	7,062,998.24	40,559.07	13,848.34	11,068,503.94	39.0%

201 CDGB FUND

50000 SALARIES - REGULAR	292,048	308,212	227,011.00	34,173.22	.00	81,201.25	73.7%
50100 SALARIES - TEMPORARY	144,061	155,680	96,052.00	18,547.00	.00	59,627.93	61.7%
50168 LEAVE BANK CASH OUT	0	0	.00	.00	.00	.00	.0%
50200 OVERTIME WAGES	0	0	.00	.00	.00	.00	.0%
51000 CALPERS PENSION NORMAL COST	33,547	38,815	23,903.65	3,621.15	.00	14,911.20	61.6%
51010 CALPERS PENSION UAL	0	0	.00	.00	.00	.00	.0%
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	67,067.85	9,785.77	.00	9,237.37	87.9%
51161 DEFERRED COMPENSATION	0	0	.00	.00	.00	.00	.0%
51162 EMPLOYEE HEALTH INSURANCE	0	0	.00	.00	.00	.00	.0%
51163 LIFE INSURANCE	0	0	.00	.00	.00	.00	.0%
51164 LONG TERM DISABILITY	0	0	.00	.00	.00	.00	.0%
51165 MEDICARE	0	0	.00	.00	.00	.00	.0%
51166 POST EMPLOYMENT INSURANCE	0	0	.00	.00	.00	.00	.0%
51167 UNEMPLOYMENT INSURANCE	0	0	.00	.00	.00	.00	.0%
51300 WORKERS COMPENSATION	0	0	.00	.00	.00	.00	.0%

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51999 YR END GASB,OPEB,COMP AB	0	0	.00	.00	.00	.00	.0%
52000 POSTAGE	1,460	1,460	343.86	38.26	.00	1,116.14	23.6%
52200 SUBSCRIPTIONS & PUBLS	0	0	.00	.00	.00	.00	.0%
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%
52340 MEMBERSHIPS	0	0	.00	.00	.00	.00	.0%
52400 MINOR EQUIPMENT	2,250	2,859	.00	.00	.00	2,859.17	.0%
52610 SUPPLIES SAFETY	0	0	.00	.00	.00	.00	.0%
52620 SUPPLIES OTHER	0	0	.00	.00	.00	.00	.0%
52900 MISC SUPPLIES	7,700	8,300	1,331.07	.00	.00	6,968.93	16.0%
53020 INTERNAL PHOTOCOPING COSTS	2,250	2,323	233.48	.00	.00	2,089.08	10.1%
53200 PROF SERVICES - OTHER	608,460	1,036,395	83,487.23	29,426.97	216,460.01	736,447.83	28.9%
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	4,537,641.45	3,823,332.82	578,607.51	-605,170.25	113.4%
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	1,143.04	103.26	.00	1,862.95	38.0%
55010 BUILDING MAINT & REPAIR	0	0	.00	.00	.00	.00	.0%
55030 VEHICLE MAINTENANCE	0	0	.00	.00	.00	.00	.0%
56010 CAPEX - BUILDINGS	0	0	.00	.00	.00	.00	.0%
56020 CAPEX - IMPRV OTH. THN BLDGS	0	0	.00	.00	.00	.00	.0%
56030 CAPEX - VEHICLES	0	0	.00	.00	.00	.00	.0%
56040 CAPEX - MACHINERY/EQUIP	0	0	.00	.00	.00	.00	.0%
56050 CAPEX - INFRASTRUCTURE	0	0	.00	.00	.00	.00	.0%
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	.00	93,861.85	110,000.00	51.5%
57800 FOR CONTINGENCIES	0	0	.00	.00	.00	.00	.0%
57850 RESERVE APPROP. SAL ADJ	0	0	.00	.00	.00	.00	.0%
59000 TRANSFERS OUT	0	0	.00	.00	.00	.00	.0%
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	5,097,548.03	3,919,028.45	890,474.37	2,568,419.81	70.0%
202 HOME FUND							
50000 SALARIES - REGULAR	0	101,680	.00	.00	.00	101,680.00	.0%
50100 SALARIES - TEMPORARY	0	0	.00	.00	.00	.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50200 OVERTIME WAGES	0	0	.00	.00	.00	.00	.0%
51000 CALPERS PENSION NORMAL COST	0	0	.00	.00	.00	.00	.0%
51010 CALPERS PENSION UAL	0	0	.00	.00	.00	.00	.0%
51030 RETIREMENT ENHANCEMENT PLAN	0	0	.00	.00	.00	.00	.0%
51160 CITY PAID EMPLOYEE BENEFITS	0	20,000	.00	.00	.00	20,000.00	.0%
51300 WORKERS COMPENSATION	0	0	.00	.00	.00	.00	.0%
51999 YR END GASB,OPEB,COMP AB	0	0	.00	.00	.00	.00	.0%
52000 POSTAGE	600	1,659	355.94	162.22	.00	1,303.22	21.5%
52200 SUBSCRIPTIONS & PUBLS	0	0	.00	.00	.00	.00	.0%
52310 TRAINING-WORKSHOP-MTGS	2,100	2,610	2,538.85	1,988.85	.00	71.53	97.3%
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	138.81	43.00	404.19	2,157.00	20.1%
53020 INTERNAL PHOTOCOPYING COSTS	1,500	3,000	.00	.00	.00	3,000.00	.0%
53200 PROF SERVICES - OTHER	49,116	264,874	6,029.85	641.25	67,982.15	190,862.49	27.9%
53220 SERVICES LEGAL SERVICES	25,000	130,000	2,918.08	126.00	7,081.92	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%
53700 DEVELOPER REIMBURSEMENTS	0	0	.00	.00	.00	.00	.0%
55010 BUILDING MAINT & REPAIR	0	0	.00	.00	.00	.00	.0%
56010 CAPEX - BUILDINGS	0	0	.00	.00	.00	.00	.0%
57000 RENTALS & LEASES	0	0	.00	.00	.00	.00	.0%
57800 FOR CONTINGENCIES	115,330	280,250	.00	.00	.00	280,250.00	.0%
57850 RESERVE APPROP. SAL ADJ	0	0	.00	.00	.00	.00	.0%
59300 LIABILITY INSURANCE CHGS	0	0	.00	.00	.00	.00	.0%
TOTAL HOME FUND	868,867	4,082,545	11,981.53	2,961.32	158,468.26	3,912,095.24	4.2%

203 EMERGENCY SHELTER FUND

50000 SALARIES - REGULAR	11,723	18,257	2,183.86	818.94	.00	16,072.75	12.0%
50168 LEAVE BANK CASH OUT	0	0	.00	.00	.00	.00	.0%
51000 CALPERS PENSION NORMAL COST	1,312	1,882	227.36	85.26	.00	1,654.23	12.1%
51010 CALPERS PENSION UAL	0	0	.00	.00	.00	.00	.0%
51030 RETIREMENT ENHANCEMENT PLAN	0	0	.00	.00	.00	.00	.0%
51160 CITY PAID EMPLOYEE BENEFITS	2,556	3,919	502.24	186.70	.00	3,416.94	12.8%
51161 DEFERRED COMPENSATION	0	0	.00	.00	.00	.00	.0%
51162 EMPLOYEE HEALTH INSURANCE	0	0	.00	.00	.00	.00	.0%
51163 LIFE INSURANCE	0	0	.00	.00	.00	.00	.0%
51164 LONG TERM DISABILITY	0	0	.00	.00	.00	.00	.0%
51165 MEDICARE	0	0	.00	.00	.00	.00	.0%
51166 POST EMPLOYMENT INSURANCE	0	0	.00	.00	.00	.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
51167 UNEMPLOYMENT INSURANCE	0	0	.00	.00	.00	.00	.0%
51300 WORKERS COMPENSATION	0	0	.00	.00	.00	.00	.0%
51999 YR END GASB,OPEB,COMP AB	0	0	.00	.00	.00	.00	.0%
52620 SUPPLIES OTHER	0	0	.00	.00	.00	.00	.0%
53200 PROF SERVICES - OTHER	109,000	600,999	500,974.09	28,964.00	94,793.38	5,231.14	99.1%
57410 CONTRIBUTION TO OTHER AGCY	83,292	154,647	48,699.30	7,585.27	64,822.70	41,125.00	73.4%
57850 RESERVE APPROP. SAL ADJ	0	0	.00	.00	.00	.00	.0%
59300 LIABILITY INSURANCE CHGS	0	0	.00	.00	.00	.00	.0%
TOTAL EMERGENCY SHELTER FUND	207,883	779,703	552,586.85	37,640.17	159,616.08	67,500.06	91.3%

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%
50200 OVERTIME WAGES	0	0	.00	.00	.00	.00	.0%
50220 STATION COVERAGE OT	0	0	.00	.00	.00	.00	.0%
50500 MISC PAYROLL EXPENSE	0	0	.00	.00	.00	.00	.0%
51000 CALPERS PENSION NORMAL COST	0	0	.00	.00	.00	.00	.0%
51010 CALPERS PENSION UAL	0	0	.00	.00	.00	.00	.0%
51160 CITY PAID EMPLOYEE BENEFITS	0	20,732	.00	.00	.00	20,732.00	.0%
51300 WORKERS COMPENSATION	0	0	.00	.00	.00	.00	.0%
51410 UNIFORM ALLOWANCE	0	0	.00	.00	.00	.00	.0%
52310 TRAINING-WORKSHOP-MTGS	0	0	.00	.00	.00	.00	.0%
52400 MINOR EQUIPMENT	0	240,615	82,604.71	75,509.30	32,066.49	125,943.87	47.7%
52600 SUPPLIES CUSTODIAL	0	65,000	1,432.15	1,296.79	11,703.21	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	3,457.04	2,332.18	33,815.81	112,675.24	24.9%
53200 PROF SERVICES - OTHER	0	4,517,951	586,726.06	63,562.82	554,698.04	3,376,526.54	25.3%
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%
55020 EQUIPMENT MAINTENANCE	0	0	.00	.00	.00	.00	.0%
56010 CAPEX - BUILDINGS	0	0	.00	.00	.00	.00	.0%
56020 CAPEX - IMPRV OTH. THN BLDGS	0	0	.00	.00	.00	.00	.0%
56030 CAPEX - VEHICLES	0	255,106	.00	.00	.00	255,106.02	.0%
56040 CAPEX - MACHINERY/EQUIP	0	0	.00	.00	.00	.00	.0%
56050 CAPEX - INFRASTRUCTURE	0	0	.00	.00	.00	.00	.0%
56888 LIFE TO DATE COSTS (END FY22)	0	0	.00	.00	.00	.00	.0%
57000 RENTALS & LEASES	0	0	140,319.53	4,500.00	30,680.47	-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	15,000.00	35,755.77	29.6%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
59020 TRANSFERS OUT - INTRAFUND	0	600,000	.00	.00	.00	600,000.00	.0%
59300 LIABILITY INSURANCE CHGS	0	0	.00	.00	.00	.00	.0%
59800 TRANSFERS OUT - CIP	0	16,435,487	603,861.04	.00	.00	15,831,626.09	3.7%
TOTAL ARPA	0	22,902,785	1,417,400.53	147,201.09	677,964.02	20,807,420.48	9.1%

210 STATE & LOCAL GRANTS FUND

50000 SALARIES - REGULAR	2,095,520	2,220,158	1,314,859.99	178,196.59	.00	905,298.26	59.2%
50100 SALARIES - TEMPORARY	3,791,361	3,782,118	1,384,223.09	239,317.69	.00	2,397,894.90	36.6%
50168 LEAVE BANK CASH OUT	0	0	.00	.00	.00	.00	.0%
50200 OVERTIME WAGES	0	333,473	261,605.41	28,481.01	.00	71,867.46	78.4%
50410 WORKERS COMP SALARY CONTINUE	0	0	21,686.29	6,707.10	.00	-21,686.29	100.0%
51000 CALPERS PENSION NORMAL COST	222,710	223,510	153,730.02	20,756.04	.00	69,780.31	68.8%
51010 CALPERS PENSION UAL	403,216	403,216	369,613.97	33,601.27	.00	33,602.03	91.7%
51030 RETIREMENT ENHANCEMENT PLAN	15,070	15,070	7,441.02	.00	.00	7,628.98	49.4%
51160 CITY PAID EMPLOYEE BENEFITS	823,968	853,658	598,072.34	83,235.01	.00	255,586.03	70.1%
51161 DEFERRED COMPENSATION	0	0	.00	.00	.00	.00	.0%
51162 EMPLOYEE HEALTH INSURANCE	0	0	.00	.00	.00	.00	.0%
51163 LIFE INSURANCE	0	0	.00	.00	.00	.00	.0%
51164 LONG TERM DISABILITY	0	0	.00	.00	.00	.00	.0%
51165 MEDICARE	0	0	.00	.00	.00	.00	.0%
51166 POST EMPLOYMENT INSURANCE	0	0	.00	.00	.00	.00	.0%
51167 UNEMPLOYMENT INSURANCE	0	0	.00	.00	.00	.00	.0%
51200 OPOA RETIREE MEDICAL PLAN	0	0	.00	.00	.00	.00	.0%
51210 RETIREE HEALTH INS PLAN	0	0	.00	.00	.00	.00	.0%
51300 WORKERS COMPENSATION	157,481	191,360	144,358.28	13,123.48	.00	47,001.34	75.4%
51410 UNIFORM ALLOWANCE	0	0	.00	.00	.00	.00	.0%
52000 POSTAGE	0	0	.00	.00	.00	.00	.0%
52200 SUBSCRIPTIONS & PUBLS	0	0	.00	.00	.00	.00	.0%
52300 UNIFORMS	17,910	29,845	17,767.31	5,486.81	4,366.77	7,710.92	74.2%
52310 TRAINING-WORKSHOP-MTGS	22,000	120,192	18,173.01	550.00	.00	102,019.10	15.1%
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	689.00	99.00	.00	1,311.00	34.5%
52350 OTHER EXPENSE REIMB	0	385,451	385,450.72	385,450.72	.00	.00	100.0%
52400 MINOR EQUIPMENT	66,160	613,901	197,533.17	8,516.47	147,254.39	269,113.41	56.2%
52510 PUBLIC OUTREACH	0	31,947	.00	.00	.00	31,946.86	.0%
52610 SUPPLIES SAFETY	0	0	.00	.00	.00	.00	.0%
52620 SUPPLIES OTHER	13,200	38,007	14,613.08	7,284.88	5,100.00	18,293.92	51.9%
52900 MISC SUPPLIES	17,000	66,161	18,755.63	4,305.19	8,679.31	38,726.25	41.5%
53000 SOFTWARE EXPENSE	0	75,000	4,745.25	.00	75,510.75	-5,256.00	107.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
53010 SERVICES PRINTING BINDING	8,660	13,227	1,778.43	.00	.00	11,448.57	13.4%
53020 INTERNAL PHOTOCOPING COSTS	0	10,000	430.86	.00	.00	9,569.14	4.3%
53200 PROF SERVICES - OTHER	55,700	5,533,057	2,002,062.47	671,786.53	2,623,474.29	907,520.37	83.6%
53210 SERVICES AUDIT	0	25,000	25,000.00	.00	.00	.00	100.0%
53250 ADVERTISING	0	78,036	7,416.00	3,217.00	.00	70,619.54	9.5%
53270 CONSTRUCTION SERVICES	0	0	.00	.00	.00	.00	.0%
53600 HOUSING ASSIST LOAN GRANT	0	846,363	.00	.00	.00	846,363.00	.0%
53710 PRIOR YEAR REFUNDS	0	0	.00	.00	.00	.00	.0%
54010 UTILITY EXPENSE-ELECTRIC	0	0	.00	.00	.00	.00	.0%
54020 UTILITY EXPENSE - GAS	0	0	.00	.00	.00	.00	.0%
54030 UTILITY EXPENSE- WASTEWATER	0	0	.00	.00	.00	.00	.0%
54040 UTILITY EXPENSE WATER	0	0	.00	.00	.00	.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	24,341.83	2,049.60	.00	8,518.17	74.1%
55010 BUILDING MAINT & REPAIR	0	0	.00	.00	.00	.00	.0%
56000 CAPEX - LAND EASEMENTS	0	0	.00	.00	.00	.00	.0%
56010 CAPEX - BUILDINGS	0	0	.00	.00	.00	.00	.0%
56020 CAPEX - IMPRV OTH. THN BLDGS	0	0	.00	.00	.00	.00	.0%
56030 CAPEX - VEHICLES	0	0	.00	.00	.00	.00	.0%
56040 CAPEX - MACHINERY/EQUIP	0	119,221	4,362.15	.00	12,984.74	101,874.50	14.6%
56050 CAPEX - INFRASTRUCTURE	0	0	.00	.00	.00	.00	.0%
56888 LIFE TO DATE COSTS (END FY22)	0	0	.00	.00	.00	.00	.0%
57000 RENTALS & LEASES	0	0	.00	.00	.00	.00	.0%
57410 CONTRIBUTION TO OTHER AGCY	0	30,801	.00	.00	.00	30,801.00	.0%
57800 FOR CONTINGENCIES	0	0	.00	.00	.00	.00	.0%
57850 RESERVE APPROP. SAL ADJ	0	0	.00	.00	.00	.00	.0%
58100 GENERAL LIABILITY INSURANCE	1,700	3,400	.00	.00	.00	3,400.00	.0%
59000 TRANSFERS OUT	0	257,747	37,672.63	7,238.45	.00	220,074.37	14.6%
59200 IT & DATA PROCESSING CHGS	9,481	9,481	8,690.88	790.08	.00	790.12	91.7%
59300 LIABILITY INSURANCE CHGS	50,512	50,512	46,302.63	4,209.33	.00	4,209.37	91.7%
59400 TELEPHONE CHGS HIPC	0	0	.00	.00	.00	.00	.0%
59600 INDIRECT PRORATED CST CHG	0	3,592	.00	.00	.00	3,592.00	.0%
59800 TRANSFERS OUT - CIP	0	43,017,448	2,823,710.48	-330.00	.00	40,193,737.58	6.6%
60140 SUBSCRIPTION CLEARING GASB96	0	0	.00	.00	.00	.00	.0%
60141 SUBSCRIPTION EXPENSE - GASB96	0	0	.00	.00	.00	.00	.0%
60142 PRINCIPAL PMTS - SUBSCRIPTION	0	0	.00	.00	.00	.00	.0%
60143 IMPLEMENT STAGE OUTLAY GASB96	0	0	.00	.00	.00	.00	.0%
60144 INTEREST EXPENSE - GASB96	0	0	.00	.00	.00	.00	.0%
60410 AMORTIZATION EXPENSE	0	0	.00	.00	.00	.00	.0%
TOTAL STATE & LOCAL GRANTS FUND	7,798,739	59,458,516	9,896,330.94	1,704,072.25	2,877,370.25	46,684,815.21	21.5%

212 TRANSPORT DEV ACT (TDA) FUND

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212	TRANSPORT DEV ACT (TDA) FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50000	SALARIES - REGULAR	73,410	73,410	18,355.55	2,387.20	.00	55,054.45	25.0%
50100	SALARIES - TEMPORARY	0	0	3,456.00	2,727.00	.00	-3,456.00	100.0%
50168	LEAVE BANK CASH OUT	0	0	.00	.00	.00	.00	.0%
50200	OVERTIME WAGES	0	0	.00	.00	.00	.00	.0%
51000	CALPERS PENSION NORMAL COST	7,642	7,642	1,911.89	248.65	.00	5,730.11	25.0%
51010	CALPERS PENSION UAL	6,530	6,530	5,985.87	544.17	.00	544.13	91.7%
51030	RETIREMENT ENHANCEMENT PLAN	0	0	162.38	.00	.00	-162.38	100.0%
51160	CITY PAID EMPLOYEE BENEFITS	26,044	26,044	3,109.45	509.72	.00	22,934.55	11.9%
51161	DEFERRED COMPENSATION	0	0	.00	.00	.00	.00	.0%
51162	EMPLOYEE HEALTH INSURANCE	0	0	.00	.00	.00	.00	.0%
51163	LIFE INSURANCE	0	0	.00	.00	.00	.00	.0%
51164	LONG TERM DISABILITY	0	0	.00	.00	.00	.00	.0%
51165	MEDICARE	0	0	.00	.00	.00	.00	.0%
51166	POST EMPLOYMENT INSURANCE	0	0	.00	.00	.00	.00	.0%
51167	UNEMPLOYMENT INSURANCE	0	0	.00	.00	.00	.00	.0%
51300	WORKERS COMPENSATION	5,213	5,213	4,778.62	434.42	.00	434.38	91.7%
52000	POSTAGE	0	0	.00	.00	.00	.00	.0%
52310	TRAINING-WORKSHOP-MTGS	0	0	.00	.00	.00	.00	.0%
52320	MILEAGE REIMBURSEMENTS	0	0	.00	.00	.00	.00	.0%
52340	MEMBERSHIPS	0	0	.00	.00	.00	.00	.0%
52610	SUPPLIES SAFETY	0	0	.00	.00	.00	.00	.0%
52620	SUPPLIES OTHER	5,000	5,000	3,116.53	1,172.92	.00	1,883.47	62.3%
52900	MISC SUPPLIES	0	0	.00	.00	.00	.00	.0%
53020	INTERNAL PHOTOCOPING COSTS	0	0	.00	.00	.00	.00	.0%
53200	PROF SERVICES - OTHER	778,000	778,000	592,663.70	135,696.46	132,876.46	52,459.84	93.3%
53270	CONSTRUCTION SERVICES	0	0	.00	.00	.00	.00	.0%
54010	UTILITY EXPENSE-ELECTRIC	28,000	28,000	40,692.22	3,601.69	.00	-12,692.22	145.3%
54030	UTILITY EXPENSE- WASTEWATER	7,500	7,500	1,958.67	87.57	.00	5,541.33	26.1%
54040	UTILITY EXPENSE WATER	24,260	24,260	6,769.51	675.79	.00	17,490.49	27.9%
54050	UTIL EXP REFUSE AND DISPOSE	7,850	7,850	6,918.24	627.84	.00	931.76	88.1%
54080	TELEPHONE CHGS	1,100	1,100	2,189.64	366.78	.00	-1,089.64	199.1%
55010	BUILDING MAINT & REPAIR	0	8,050	.00	.00	.00	8,050.00	.0%
56020	CAPEX - IMPRV OTH. THN BLDGS	0	0	.00	.00	.00	.00	.0%
56030	CAPEX - VEHICLES	0	0	.00	.00	.00	.00	.0%
56040	CAPEX - MACHINERY/EQUIP	0	0	.00	.00	.00	.00	.0%
56050	CAPEX - INFRASTRUCTURE	0	0	.00	.00	.00	.00	.0%
56888	LIFE TO DATE COSTS (END FY22)	0	0	.00	.00	.00	.00	.0%
57410	CONTRIBUTION TO OTHER AGCY	0	0	.00	.00	.00	.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	4,949.12	449.92	.00	449.88	91.7%
59300	LIABILITY INSURANCE CHGS	14,049	14,049	12,878.25	1,170.75	.00	1,170.75	91.7%
59400	TELEPHONE CHGS HIPC	6,656	6,656	6,101.37	554.67	.00	554.63	91.7%
59600	INDIRECT PRORATED CST CHG	46,892	46,892	42,984.37	3,907.67	.00	3,907.63	91.7%
59700	FACILITY CHG MAINTENANCE	0	0	.00	.00	.00	.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
59800 TRANSFERS OUT - CIP	0	1,863,396	193,166.96	.00	.00	1,670,229.03	10.4%
60130 LEASE CLEARING (LESSEE) GASB8	0	0	.00	.00	.00	.00	.0%
60240 UNREALIZED GAIN(LOSS) FMV OFF	0	0	.00	.00	.00	.00	.0%
TOTAL TRANSPORT DEV ACT (TDA) FUN	1,048,545	2,961,783	972,402.53	155,163.22	132,876.46	1,856,504.34	37.3%
220 STATE HOUSING (LHTFP) GRANT							
50000 SALARIES - REGULAR	0	34,714	-2,569.01	.00	.00	37,282.88	-7.4%
51000 CALPERS PENSION NORMAL COST	0	0	.00	.00	.00	.00	.0%
51030 RETIREMENT ENHANCEMENT PLAN	0	0	.00	.00	.00	.00	.0%
51160 CITY PAID EMPLOYEE BENEFITS	0	0	.00	.00	.00	.00	.0%
53200 PROF SERVICES - OTHER	0	1,659,180	1,328,297.00	.00	41,805.16	289,078.06	82.6%
53600 HOUSING ASSIST LOAN GRANT	0	1,140,112	.00	.00	885,095.00	255,016.80	77.6%
56888 LIFE TO DATE COSTS (END FY22)	0	0	.00	.00	.00	.00	.0%
60240 UNREALIZED GAIN(LOSS) FMV OFF	0	0	.00	.00	.00	.00	.0%
TOTAL STATE HOUSING (LHTFP) GRANT	0	2,834,006	1,325,727.99	.00	926,900.16	581,377.74	79.5%
230 STATE TRAFFIC CONG RELIEF FUND							
60240 UNREALIZED GAIN(LOSS) FMV OFF	0	0	.00	.00	.00	.00	.0%
TOTAL STATE TRAFFIC CONG RELIEF F	0	0	.00	.00	.00	.00	.0%
301 CAPITAL OUTLAY FUND							
50000 SALARIES - REGULAR	250,000	510,624	51,771.13	7,260.29	.00	458,853.26	10.1%
50100 SALARIES - TEMPORARY	0	0	.00	.00	.00	.00	.0%
50200 OVERTIME WAGES	0	650,996	434,454.84	49,885.57	.00	216,541.06	66.7%
50220 STATION COVERAGE OT	0	0	.00	.00	.00	.00	.0%
50500 MISC PAYROLL EXPENSE	0	0	.00	.00	.00	.00	.0%
51000 CALPERS PENSION NORMAL COST	0	16,061	11,633.83	710.13	.00	4,427.16	72.4%
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	45,814.79	5,970.10	.00	23,887.58	65.7%
51300 WORKERS COMPENSATION	0	64,859	.00	.00	.00	64,859.14	.0%
52310 TRAINING-WORKSHOP-MTGS	0	68,947	14,557.25	5,066.00	.00	54,389.91	21.1%

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52400 MINOR EQUIPMENT	0	428,655	106,151.53	31,307.77	160,582.12	161,920.88	62.2%
52600 SUPPLIES CUSTODIAL	0	30,000	16,153.91	15,872.46	1,846.09	12,000.00	60.0%
52610 SUPPLIES SAFETY	0	0	.00	.00	.00	.00	.0%
52900 MISC SUPPLIES	0	50,000	2,092.57	1,736.99	3,763.01	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	28,499,886	7,230,789.33	1,221,834.38	7,383,246.25	13,885,850.06	51.3%
53220 SERVICES LEGAL SERVICES	0	6,032	.00	.00	.00	6,032.00	.0%
53250 ADVERTISING	0	92,500	53,976.00	.00	22,992.00	15,532.00	83.2%
53270 CONSTRUCTION SERVICES	25,175,952	71,106,699	13,664,166.89	1,167,560.57	17,025,895.66	40,416,636.56	43.2%
54080 TELEPHONE CHGS	0	0	.00	.00	.00	.00	.0%
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%
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	.00	158,389.48	5,338,213.50	20.0%
56020 CAPEX - IMPRV OTH. THN BLDGS	764,387	12,982,345	49,958.95	3,340.00	132,996.05	12,799,390.43	1.4%
56030 CAPEX - VEHICLES	0	690,721	.00	.00	.00	690,720.76	.0%
56040 CAPEX - MACHINERY/EQUIP	1,365,139	11,786,287	4,376,453.01	285,013.39	1,084,110.48	6,325,723.80	46.3%
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	.00	.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	6,243,456	1,544,491.99	245,188.45	.00	4,698,964.24	24.7%
59300 LIABILITY INSURANCE CHGS	15,507	39,107	.00	.00	.00	39,107.00	.0%
59600 INDIRECT PRORATED CST CHG	0	0	.00	.00	.00	.00	.0%
59800 TRANSFERS OUT - CIP	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY FUND	32,770,339	149,542,143	29,087,807.89	3,040,746.10	25,973,876.73	94,480,458.60	36.8%
311 PEG FEES FUND							
53200 PROF SERVICES - OTHER	0	0	.00	.00	.00	.00	.0%
53270 CONSTRUCTION SERVICES	0	0	.00	.00	.00	.00	.0%
56030 CAPEX - VEHICLES	0	0	.00	.00	.00	.00	.0%
56040 CAPEX - MACHINERY/EQUIP	0	0	.00	.00	.00	.00	.0%
57800 FOR CONTINGENCIES	0	0	.00	.00	.00	.00	.0%
59000 TRANSFERS OUT	0	0	.00	.00	.00	.00	.0%
59800 TRANSFERS OUT - CIP	0	439,207	75,726.80	.00	.00	363,480.44	17.2%
60240 UNREALIZED GAIN(LOSS) FMV OFF	0	0	.00	.00	.00	.00	.0%
TOTAL PEG FEES FUND	0	439,207	75,726.80	.00	.00	363,480.44	17.2%
313 2022 LEASE PURCH EQUIP FUND							

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313	2022 LEASE PURCH EQUIP FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
52400	MINOR EQUIPMENT	0	0	.00	.00	.00	.00	.0%
53200	PROF SERVICES - OTHER	0	0	.00	.00	.00	.00	.0%
53270	CONSTRUCTION SERVICES	0	0	.00	.00	.00	.00	.0%
56030	CAPEX - VEHICLES	0	0	.00	.00	.00	.00	.0%
56040	CAPEX - MACHINERY/EQUIP	0	0	.00	.00	.00	.00	.0%
57530	COSTS OF ISSUANCE - DEBT	0	0	.00	.00	.00	.00	.0%
57800	FOR CONTINGENCIES	0	0	.00	.00	.00	.00	.0%
59000	TRANSFERS OUT	0	0	.00	.00	.00	.00	.0%
59600	INDIRECT PRORATED CST CHG	0	0	.00	.00	.00	.00	.0%
59800	TRANSFERS OUT - CIP	0	1,680,723	.00	.00	.00	1,680,722.58	.0%
60500	DEBT OFFSET	0	0	.00	.00	.00	.00	.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								
53200	PROF SERVICES - OTHER	0	0	.00	.00	.00	.00	.0%
53220	SERVICES LEGAL SERVICES	0	0	.00	.00	.00	.00	.0%
53270	CONSTRUCTION SERVICES	0	0	.00	.00	.00	.00	.0%
56020	CAPEX - IMPRV OTH. THN BLDGS	0	0	.00	.00	.00	.00	.0%
56050	CAPEX - INFRASTRUCTURE	0	0	.00	.00	.00	.00	.0%
57800	FOR CONTINGENCIES	0	0	.00	.00	.00	.00	.0%
59000	TRANSFERS OUT	0	0	.00	.00	.00	.00	.0%
59600	INDIRECT PRORATED CST CHG	923	923	846.12	76.92	.00	76.88	91.7%
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	9,619.71	76.92	.00	964,086.62	1.0%
315 2006 TAB HERO/SW/ORMOND FUND								
53200	PROF SERVICES - OTHER	0	0	.00	.00	.00	.00	.0%
53220	SERVICES LEGAL SERVICES	0	0	.00	.00	.00	.00	.0%
53270	CONSTRUCTION SERVICES	0	0	.00	.00	.00	.00	.0%
56010	CAPEX - BUILDINGS	0	0	.00	.00	.00	.00	.0%
56020	CAPEX - IMPRV OTH. THN BLDGS	0	0	.00	.00	.00	.00	.0%
56030	CAPEX - VEHICLES	0	0	.00	.00	.00	.00	.0%
56050	CAPEX - INFRASTRUCTURE	0	0	.00	.00	.00	.00	.0%
57800	FOR CONTINGENCIES	0	0	.00	.00	.00	.00	.0%
59000	TRANSFERS OUT	0	0	.00	.00	.00	.00	.0%
59600	INDIRECT PRORATED CST CHG	0	0	.00	.00	.00	.00	.0%

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59800 TRANSFERS OUT - CIP	0	2,554,345	1,456,138.82	.00	.00	1,098,206.13	57.0%
TOTAL 2006 TAB HERO/SW/ORMOND FUN	0	2,554,345	1,456,138.82	.00	.00	1,098,206.13	57.0%
316 2019A LEASE REV BOND FUND							
50000 SALARIES - REGULAR	0	0	.00	.00	.00	.00	.0%
50100 SALARIES - TEMPORARY	0	0	.00	.00	.00	.00	.0%
51000 CALPERS PENSION NORMAL COST	0	0	.00	.00	.00	.00	.0%
51010 CALPERS PENSION UAL	0	0	.00	.00	.00	.00	.0%
51030 RETIREMENT ENHANCEMENT PLAN	0	0	.00	.00	.00	.00	.0%
51160 CITY PAID EMPLOYEE BENEFITS	0	0	.00	.00	.00	.00	.0%
51300 WORKERS COMPENSATION	0	0	.00	.00	.00	.00	.0%
52400 MINOR EQUIPMENT	0	0	.00	.00	.00	.00	.0%
53000 SOFTWARE EXPENSE	0	0	.00	.00	.00	.00	.0%
53200 PROF SERVICES - OTHER	0	0	.00	.00	.00	.00	.0%
54080 TELEPHONE CHGS	0	0	.00	.00	.00	.00	.0%
56030 CAPEX - VEHICLES	0	0	.00	.00	.00	.00	.0%
56040 CAPEX - MACHINERY/EQUIP	0	0	.00	.00	.00	.00	.0%
57800 FOR CONTINGENCIES	0	0	.00	.00	.00	.00	.0%
59000 TRANSFERS OUT	0	0	.00	.00	.00	.00	.0%
59300 LIABILITY INSURANCE CHGS	0	0	.00	.00	.00	.00	.0%
59600 INDIRECT PRORATED CST CHG	0	0	.00	.00	.00	.00	.0%
59800 TRANSFERS OUT - CIP	0	0	13,419.22	13,419.22	.00	-13,419.22	100.0%
TOTAL 2019A LEASE REV BOND FUND	0	0	13,419.22	13,419.22	.00	-13,419.22	100.0%
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%
51010 CALPERS PENSION UAL	0	0	.00	.00	.00	.00	.0%
51160 CITY PAID EMPLOYEE BENEFITS	0	21,424	126.13	.00	.00	21,297.55	.6%
51300 WORKERS COMPENSATION	0	0	.00	.00	.00	.00	.0%
52310 TRAINING-WORKSHOP-MTGS	0	0	.00	.00	.00	.00	.0%
52400 MINOR EQUIPMENT	0	0	.00	.00	.00	.00	.0%
52900 MISC SUPPLIES	0	0	.00	.00	.00	.00	.0%
53200 PROF SERVICES - OTHER	0	5,797,968	186,015.95	42,145.72	161,096.49	5,450,855.75	6.0%
53270 CONSTRUCTION SERVICES	0	3,607,479	.00	.00	.00	3,607,478.96	.0%

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55020 EQUIPMENT MAINTENANCE	0	0	.00	.00	.00	.00	.0%
56010 CAPEX - BUILDINGS	0	1,900,000	.00	.00	.00	1,900,000.00	.0%
56020 CAPEX - IMPRV OTH. THN BLDGS	0	0	.00	.00	.00	.00	.0%
56030 CAPEX - VEHICLES	0	0	.00	.00	.00	.00	.0%
56040 CAPEX - MACHINERY/EQUIP	0	1,195,000	110,888.75	.00	589,206.01	494,905.24	58.6%
56050 CAPEX - INFRASTRUCTURE	0	0	.00	.00	.00	.00	.0%
57400 CONTRIBUTION TO OTHER FND	0	100,000	2,000,000.00	.00	.00	-1,900,000.00	2000.0%
57410 CONTRIBUTION TO OTHER AGCY	0	0	.00	.00	.00	.00	.0%
57800 FOR CONTINGENCIES	0	0	.00	.00	.00	.00	.0%
59000 TRANSFERS OUT	0	303,290	3,005.11	386.70	.00	300,285.04	1.0%
59300 LIABILITY INSURANCE CHGS	0	0	.00	.00	.00	.00	.0%
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	5,658,185.65	42,532.42	750,302.50	21,649,402.01	22.8%

350 DEVELOPMENT IMPACT FEES FUND

50000 SALARIES - REGULAR	0	0	.00	.00	.00	.00	.0%
50100 SALARIES - TEMPORARY	0	0	.00	.00	.00	.00	.0%
51000 CALPERS PENSION NORMAL COST	0	0	.00	.00	.00	.00	.0%
51010 CALPERS PENSION UAL	0	0	.00	.00	.00	.00	.0%
51160 CITY PAID EMPLOYEE BENEFITS	0	0	.00	.00	.00	.00	.0%
51300 WORKERS COMPENSATION	0	0	.00	.00	.00	.00	.0%
52400 MINOR EQUIPMENT	0	0	.00	.00	.00	.00	.0%
52900 MISC SUPPLIES	0	0	.00	.00	.00	.00	.0%
53000 SOFTWARE EXPENSE	0	0	.00	.00	.00	.00	.0%
53200 PROF SERVICES - OTHER	0	8,713	8,410.75	.00	.00	302.00	96.5%
53210 SERVICES AUDIT	0	0	.00	.00	.00	.00	.0%
53220 SERVICES LEGAL SERVICES	0	0	.00	.00	.00	.00	.0%
53270 CONSTRUCTION SERVICES	0	0	.00	.00	.00	.00	.0%
53500 BANK CHARGES	0	0	.00	.00	.00	.00	.0%
53700 DEVELOPER REIMBURSEMENTS	11,420,000	11,420,000	.00	.00	.00	11,420,000.00	.0%
54030 UTILITY EXPENSE- WASTEWATER	0	0	.00	.00	.00	.00	.0%
56020 CAPEX - IMPRV OTH. THN BLDGS	0	0	.00	.00	.00	.00	.0%
56040 CAPEX - MACHINERY/EQUIP	0	0	.00	.00	.00	.00	.0%
56050 CAPEX - INFRASTRUCTURE	0	0	.00	.00	.00	.00	.0%
57800 FOR CONTINGENCIES	0	0	.00	.00	.00	.00	.0%
59000 TRANSFERS OUT	0	0	.00	.00	.00	.00	.0%
59020 TRANSFERS OUT - INTRAFUND	0	2,503,555	.00	.00	.00	2,503,555.00	.0%
59300 LIABILITY INSURANCE CHGS	0	0	.00	.00	.00	.00	.0%
59600 INDIRECT PRORATED CST CHG	51,770	51,770	39,098.54	3,385.58	.00	12,671.46	75.5%
59800 TRANSFERS OUT - CIP	3,370,604	15,767,660	1,138,608.25	330.00	.00	14,629,052.16	7.2%

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59900 TRANSFERS OUT - DEBT	0	544,652	544,652.00	433,629.37	.00	.00	100.0%
60240 UNREALIZED GAIN(LOSS) FMV OFF	0	0	.00	.00	.00	.00	.0%
TOTAL DEVELOPMENT IMPACT FEES FUN	14,842,374	30,296,350	1,730,769.54	437,344.95	.00	28,565,580.62	5.7%

360 OTH. DEVPT FEES FUND

50000 SALARIES - REGULAR	698,255	653,255	456,210.09	67,978.93	.00	197,044.91	69.8%
50100 SALARIES - TEMPORARY	14,343	14,343	23,380.53	5,863.02	.00	-9,037.53	163.0%
50168 LEAVE BANK CASH OUT	0	0	.00	.00	.00	.00	.0%
50200 OVERTIME WAGES	5,627	5,627	2,101.93	.00	.00	3,525.07	37.4%
50210 OVERTIME-FLSA PUBLIC SAFETY	0	0	.00	.00	.00	.00	.0%
50220 STATION COVERAGE OT	0	0	.00	.00	.00	.00	.0%
51000 CALPERS PENSION NORMAL COST	94,039	94,039	60,083.82	9,114.37	.00	33,955.18	63.9%
51005 CALPERS PENSION - CARMEN	0	0	.00	.00	.00	.00	.0%
51010 CALPERS PENSION UAL	13,604	13,604	12,470.26	1,133.66	.00	1,133.74	91.7%
51020 CALPERS UAL - PUBLIC SAFETY	0	0	.00	.00	.00	.00	.0%
51030 RETIREMENT ENHANCEMENT PLAN	0	0	.00	.00	.00	.00	.0%
51160 CITY PAID EMPLOYEE BENEFITS	174,237	153,095	96,160.17	13,957.15	.00	56,934.83	62.8%
51161 DEFERRED COMPENSATION	0	0	.00	.00	.00	.00	.0%
51162 EMPLOYEE HEALTH INSURANCE	0	0	.00	.00	.00	.00	.0%
51163 LIFE INSURANCE	0	0	.00	.00	.00	.00	.0%
51164 LONG TERM DISABILITY	0	0	.00	.00	.00	.00	.0%
51165 MEDICARE	0	0	.00	.00	.00	.00	.0%
51166 POST EMPLOYMENT INSURANCE	0	0	.00	.00	.00	.00	.0%
51167 UNEMPLOYMENT INSURANCE	0	0	.00	.00	.00	.00	.0%
51300 WORKERS COMPENSATION	38,393	38,393	35,193.62	3,199.42	.00	3,199.38	91.7%
51410 UNIFORM ALLOWANCE	800	800	1,600.00	.00	.00	-800.00	200.0%
52000 POSTAGE	2,600	2,600	1,057.85	56.48	.00	1,542.15	40.7%
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	.00	.00	3,957.53	66.8%
52320 MILEAGE REIMBURSEMENTS	500	500	.00	.00	.00	500.00	.0%
52340 MEMBERSHIPS	975	975	40.06	.00	.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	8,669.70	3,124.40	2,307.87	-4,602.57	172.2%
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	71,703.00	12,492.24	36,518.15	98,131.49	52.4%
53220 SERVICES LEGAL SERVICES	100,000	99,700	10,071.00	859.50	8,490.04	81,138.96	18.6%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
53250 ADVERTISING	2,500	2,500	395.00	.00	2,105.00	.00	100.0%
53270 CONSTRUCTION SERVICES	0	0	.00	.00	.00	.00	.0%
53500 BANK CHARGES	0	0	.00	.00	.00	.00	.0%
53600 HOUSING ASSIST LOAN GRANT	100,000	1,450,000	397,292.33	397,292.33	852,707.67	200,000.00	86.2%
54030 UTILITY EXPENSE- WASTEWATER	0	0	.00	.00	.00	.00	.0%
54080 TELEPHONE CHGS	5,000	5,300	4,601.68	283.09	.00	698.32	86.8%
55020 EQUIPMENT MAINTENANCE	0	0	.00	.00	.00	.00	.0%
55030 VEHICLE MAINTENANCE	700	700	.00	.00	.00	700.00	.0%
56020 CAPEX - IMPRV OTH. THN BLDGS	0	0	.00	.00	.00	.00	.0%
56030 CAPEX - VEHICLES	0	0	.00	.00	.00	.00	.0%
56040 CAPEX - MACHINERY/EQUIP	0	60,000	.00	.00	.00	60,000.00	.0%
56050 CAPEX - INFRASTRUCTURE	0	0	.00	.00	.00	.00	.0%
57300 LEASE PMT CAP GROWTH FEES	23,366	23,366	23,366.00	18,603.13	.00	.00	100.0%
57410 CONTRIBUTION TO OTHER AGCY	0	0	.00	.00	.00	.00	.0%
57500 PRINCIPAL PAYMENTS	0	0	.00	.00	.00	.00	.0%
57800 FOR CONTINGENCIES	0	0	.00	.00	.00	.00	.0%
57850 RESERVE APPROP. SAL ADJ	0	0	.00	.00	.00	.00	.0%
59000 TRANSFERS OUT	18,858	0	.00	.00	.00	.00	.0%
59200 IT & DATA PROCESSING CHGS	49,945	49,945	45,782.88	4,162.08	.00	4,162.12	91.7%
59300 LIABILITY INSURANCE CHGS	42,169	42,169	38,654.99	3,514.09	.00	3,514.01	91.7%
59400 TELEPHONE CHGS HIPC	2,237	2,237	2,050.62	186.42	.00	186.38	91.7%
59500 FLEET EQUIP MAINT ISF CHG	17,120	17,120	10,919.66	1,500.34	.00	6,200.34	63.8%
59600 INDIRECT PRORATED CST CHG	84,931	84,931	77,853.38	7,077.58	.00	7,077.62	91.7%
59700 FACILITY CHG MAINTENANCE	13,666	14,945	12,527.13	1,138.83	.00	2,417.40	83.8%
59800 TRANSFERS OUT - CIP	0	2,068,478	946.81	-354.12	.00	2,067,531.57	.0%
60240 UNREALIZED GAIN(LOSS) FMV OFF	0	0	.00	.00	.00	.00	.0%
TOTAL OTH. DEVPT FEES FUND	1,651,685	5,149,295	1,410,113.18	551,182.94	905,133.07	2,834,048.30	45.0%
420 HOUSING SUC AGCY FUND							
50000 SALARIES - REGULAR	6,738	6,738	4,101.34	857.46	.00	2,636.66	60.9%
50100 SALARIES - TEMPORARY	0	0	.00	.00	.00	.00	.0%
50168 LEAVE BANK CASH OUT	0	0	.00	.00	.00	.00	.0%
50200 OVERTIME WAGES	0	0	.00	.00	.00	.00	.0%
51000 CALPERS PENSION NORMAL COST	701	701	424.06	89.27	.00	276.94	60.5%
51010 CALPERS PENSION UAL	1,088	1,088	997.37	90.67	.00	90.63	91.7%
51030 RETIREMENT ENHANCEMENT PLAN	0	0	.00	.00	.00	.00	.0%
51160 CITY PAID EMPLOYEE BENEFITS	2,372	2,372	853.83	175.06	.00	1,518.17	36.0%
51161 DEFERRED COMPENSATION	0	0	.00	.00	.00	.00	.0%
51162 EMPLOYEE HEALTH INSURANCE	0	0	.00	.00	.00	.00	.0%
51163 LIFE INSURANCE	0	0	.00	.00	.00	.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
51164 LONG TERM DISABILITY	0	0	.00	.00	.00	.00	.0%
51165 MEDICARE	0	0	.00	.00	.00	.00	.0%
51166 POST EMPLOYMENT INSURANCE	0	0	.00	.00	.00	.00	.0%
51167 UNEMPLOYMENT INSURANCE	0	0	.00	.00	.00	.00	.0%
51300 WORKERS COMPENSATION	386	386	353.87	32.17	.00	32.13	91.7%
52000 POSTAGE	0	0	.00	.00	.00	.00	.0%
52310 TRAINING-WORKSHOP-MTGS	0	0	.00	.00	.00	.00	.0%
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	158.01	158.01	341.99	500.00	50.0%
53020 INTERNAL PHOTOCOPING COSTS	1,000	1,000	.00	.00	.00	1,000.00	.0%
53200 PROF SERVICES - OTHER	57,675	205,490	16,864.94	7,453.16	37,600.06	151,025.00	26.5%
53220 SERVICES LEGAL SERVICES	30,000	30,000	.00	.00	.00	30,000.00	.0%
53500 BANK CHARGES	0	0	.00	.00	.00	.00	.0%
53600 HOUSING ASSIST LOAN GRANT	25,000	1,525,000	.00	.00	1,500,000.00	25,000.00	98.4%
58100 GENERAL LIABILITY INSURANCE	0	0	.00	.00	.00	.00	.0%
59300 LIABILITY INSURANCE CHGS	500	500	458.37	41.67	.00	41.63	91.7%
60240 UNREALIZED GAIN(LOSS) FMV OFF	0	0	.00	.00	.00	.00	.0%
TOTAL HOUSING SUC AGCY FUND	128,260	1,776,075	24,211.79	8,897.47	1,537,942.05	213,921.16	88.0%

429 CDC SUCCESSOR AGENCY FUND

50000 SALARIES - REGULAR	0	59,200	.00	.00	.00	59,200.00	.0%
50100 SALARIES - TEMPORARY	0	0	.00	.00	.00	.00	.0%
51000 CALPERS PENSION NORMAL COST	0	0	.00	.00	.00	.00	.0%
51030 RETIREMENT ENHANCEMENT PLAN	0	0	.00	.00	.00	.00	.0%
51040 EARLY RETIREMENT INCENTIVE	0	0	.00	.00	.00	.00	.0%
51160 CITY PAID EMPLOYEE BENEFITS	0	0	.00	.00	.00	.00	.0%
52000 POSTAGE	0	0	.00	.00	.00	.00	.0%
52200 SUBSCRIPTIONS & PUBLS	0	0	.00	.00	.00	.00	.0%
52310 TRAINING-WORKSHOP-MTGS	0	0	.00	.00	.00	.00	.0%
52400 MINOR EQUIPMENT	0	0	.00	.00	.00	.00	.0%
52900 MISC SUPPLIES	0	25,000	.00	.00	.00	25,000.00	.0%
53020 INTERNAL PHOTOCOPING COSTS	0	0	.00	.00	.00	.00	.0%
53200 PROF SERVICES - OTHER	9,000	24,000	37,707.13	12,884.15	43,260.68	-56,967.81	337.4%
53210 SERVICES AUDIT	0	10,000	.00	.00	.00	10,000.00	.0%
53220 SERVICES LEGAL SERVICES	0	25,000	36,400.00	.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%
54020 UTILITY EXPENSE - GAS	0	0	.00	.00	.00	.00	.0%
54030 UTILITY EXPENSE- WASTEWATER	0	25,000	2,138.47	203.80	.00	22,861.53	8.6%
54040 UTILITY EXPENSE WATER	0	25,000	3,235.69	302.01	.00	21,764.31	12.9%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
54080 TELEPHONE CHGS	0	0	.00	.00	.00	.00	.0%
55020 EQUIPMENT MAINTENANCE	0	25,000	.00	.00	.00	25,000.00	.0%
55030 VEHICLE MAINTENANCE	0	0	.00	.00	.00	.00	.0%
56999 CAPEX - OFFSET	0	0	.00	.00	.00	.00	.0%
57000 RENTALS & LEASES	0	0	.00	.00	.00	.00	.0%
57410 CONTRIBUTION TO OTHER AGCY	0	0	.00	.00	.00	.00	.0%
57500 PRINCIPAL PAYMENTS	0	3,822,800	3,666,600.00	151,900.00	.00	156,200.00	95.9%
57501 LOAN TO PRIVATE OPERATOR	0	0	.00	.00	.00	.00	.0%
57510 INTEREST & PENALTIES EXPENSE	0	1,205,883	1,205,881.50	.00	.00	1.50	100.0%
57600 LOSS ON DISPOSAL CAP ASSET	0	0	.00	.00	.00	.00	.0%
57900 DEPRECIATION EXPENSE	0	0	.00	.00	.00	.00	.0%
59000 TRANSFERS OUT	0	0	.00	.00	.00	.00	.0%
59020 TRANSFERS OUT - INTRAFUND	0	0	.00	.00	.00	.00	.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%
60200 CAPITAL ASSET OFFSET	0	0	.00	.00	.00	.00	.0%
60400 DEPRECIATION EXPENSE	0	0	.00	.00	.00	.00	.0%
60500 DEBT OFFSET	0	0	.00	.00	.00	.00	.0%
TOTAL CDC SUCCESSOR AGENCY FUND	12,480	7,606,692	6,984,193.33	165,289.96	66,860.68	555,637.99	92.7%

481 DOWNTOWN IMPROVEMENT DISTRICT

50000 SALARIES - REGULAR	0	0	.00	.00	.00	.00	.0%
50100 SALARIES - TEMPORARY	0	0	.00	.00	.00	.00	.0%
50200 OVERTIME WAGES	0	0	.00	.00	.00	.00	.0%
51000 CALPERS PENSION NORMAL COST	0	0	.00	.00	.00	.00	.0%
51010 CALPERS PENSION UAL	0	0	.00	.00	.00	.00	.0%
51030 RETIREMENT ENHANCEMENT PLAN	0	0	.00	.00	.00	.00	.0%
51160 CITY PAID EMPLOYEE BENEFITS	0	0	.00	.00	.00	.00	.0%
51300 WORKERS COMPENSATION	0	0	.00	.00	.00	.00	.0%
51400 AUTO ALLOWANCE	0	0	.00	.00	.00	.00	.0%
53200 PROF SERVICES - OTHER	85,716	168,400	6,255.75	.00	.00	162,143.87	3.7%
53270 CONSTRUCTION SERVICES	0	0	.00	.00	.00	.00	.0%
53500 BANK CHARGES	0	0	.00	.00	.00	.00	.0%
56000 CAPEX - LAND EASEMENTS	0	0	.00	.00	.00	.00	.0%
56010 CAPEX - BUILDINGS	0	0	.00	.00	.00	.00	.0%
57850 RESERVE APPROP. SAL ADJ	0	0	.00	.00	.00	.00	.0%
59000 TRANSFERS OUT	0	0	.00	.00	.00	.00	.0%
59300 LIABILITY INSURANCE CHGS	0	0	.00	.00	.00	.00	.0%
59600 INDIRECT PRORATED CST CHG	0	0	.00	.00	.00	.00	.0%
59800 TRANSFERS OUT - CIP	0	48,934	.00	.00	.00	48,934.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60240 UNREALIZED GAIN(LOSS) FMV OFF	0	0	.00	.00	.00	.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%
52200 SUBSCRIPTIONS & PUBLS	0	0	.00	.00	.00	.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%
53200 PROF SERVICES - OTHER	56,000	56,000	51,600.84	3,339.36	4,225.20	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	11,141	11,141	15,005.81	4,853.66	.00	-3,864.81	134.7%
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%
57530 COSTS OF ISSUANCE - DEBT	0	0	.00	.00	.00	.00	.0%
59000 TRANSFERS OUT	51,216	51,216	1,250.15	.00	.00	49,965.85	2.4%
59020 TRANSFERS OUT - INTRAFUND	0	0	.00	.00	.00	.00	.0%
59600 INDIRECT PRORATED CST CHG	20,459	20,459	18,754.23	1,704.93	.00	1,704.77	91.7%
60500 DEBT OFFSET	0	0	-2,375,000.00	.00	.00	2,375,000.00	100.0%
TOTAL BOND ASSESSMENT DISTRICTS	4,183,738	4,183,738	1,748,296.76	9,897.95	4,225.20	2,431,216.04	41.9%

541 DEVELOPER/OTHER DEPOSITS FUND

52310 TRAINING-WORKSHOP-MTGS	0	15,705	5,950.17	.00	6,576.85	3,177.64	79.8%
52320 MILEAGE REIMBURSEMENTS	0	0	.00	.00	.00	.00	.0%
52400 MINOR EQUIPMENT	0	0	.00	.00	.00	.00	.0%
52900 MISC SUPPLIES	0	0	.00	.00	.00	.00	.0%
53200 PROF SERVICES - OTHER	0	6,475,049	281,030.89	22,364.02	169,755.54	6,024,262.18	7.0%
53220 SERVICES LEGAL SERVICES	0	0	.00	.00	.00	.00	.0%
55030 VEHICLE MAINTENANCE	0	0	.00	.00	.00	.00	.0%
59000 TRANSFERS OUT	0	0	.00	.00	.00	.00	.0%
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	286,981.06	22,364.02	176,332.39	6,327,439.82	6.8%

542 PAYROLL CLEARING FUND

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542	PAYROLL CLEARING FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50000	SALARIES - REGULAR	0	0	-6.70	4.27	.00	6.70	100.0%
50400	VAC SICK COMP BUYBACK	3,488,707	3,488,707	2,488,284.62	215,448.54	.00	1,000,422.38	71.3%
51000	CALPERS PENSION NORMAL COST	0	0	.00	.00	.00	.00	.0%
51160	CITY PAID EMPLOYEE BENEFITS	0	0	-135,450.65	3,149.36	.00	135,450.65	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	2,359,071.99	218,602.17	.00	1,129,635.01	67.6%
545 HOUSING AUTHORITY PAYROLL FUND								
50000	SALARIES - REGULAR	3,620,996	3,620,996	3,000,618.69	402,720.96	.00	620,377.31	82.9%
50100	SALARIES - TEMPORARY	0	0	32,475.13	10,440.01	.00	-32,475.13	100.0%
50168	LEAVE BANK CASH OUT	0	0	.00	.00	.00	.00	.0%
50200	OVERTIME WAGES	0	0	67,300.98	6,262.11	.00	-67,300.98	100.0%
50410	WORKERS COMP SALARY CONTINUE	0	0	932.60	59.47	.00	-932.60	100.0%
51000	CALPERS PENSION NORMAL COST	376,941	376,941	312,265.78	41,762.31	.00	64,675.22	82.8%
51010	CALPERS PENSION UAL	515,862	515,862	.00	.00	.00	515,862.00	.0%
51030	RETIREMENT ENHANCEMENT PLAN	267,707	267,707	242,929.16	31,634.83	.00	24,777.84	90.7%
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	994,368.84	131,080.85	.00	208,524.16	82.7%
51161	DEFERRED COMPENSATION	0	0	.00	.00	.00	.00	.0%
51162	EMPLOYEE HEALTH INSURANCE	0	0	.00	.00	.00	.00	.0%
51163	LIFE INSURANCE	0	0	.00	.00	.00	.00	.0%
51164	LONG TERM DISABILITY	0	0	.00	.00	.00	.00	.0%
51165	MEDICARE	0	0	.00	.00	.00	.00	.0%
51166	POST EMPLOYMENT INSURANCE	0	0	.00	.00	.00	.00	.0%
51167	UNEMPLOYMENT INSURANCE	0	0	.00	.00	.00	.00	.0%
51210	RETIREE HEALTH INS PLAN	36,443	36,443	31,513.55	2,913.82	.00	4,929.45	86.5%
51300	WORKERS COMPENSATION	0	0	.00	.00	.00	.00	.0%
51400	AUTO ALLOWANCE	2,520	2,520	2,272.96	290.78	.00	247.04	90.2%
52900	MISC SUPPLIES	0	0	-38.41	-38.41	.00	38.41	100.0%
54080	TELEPHONE CHGS	0	0	.00	.00	.00	.00	.0%
59300	LIABILITY INSURANCE CHGS	0	0	.00	.00	.00	.00	.0%
59400	TELEPHONE CHGS HIPC	0	0	.00	.00	.00	.00	.0%
59600	INDIRECT PRORATED CST CHG	0	0	.00	.00	.00	.00	.0%
	TOTAL HOUSING AUTHORITY PAYROLL F	6,026,878	6,026,878	4,688,155.38	627,126.73	.00	1,338,722.62	77.8%

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
53310	COUNTY PROP TAX ADMIN CHG	0	0	850.56	389.91	.00	-850.56	100.0%
57410	CONTRIBUTION TO OTHER AGCY	0	0	183,800.60	.00	.00	-183,800.60	100.0%
60240	UNREALIZED GAIN(LOSS) FMV OFF	0	0	.00	.00	.00	.00	.0%
	TOTAL OXNARD DOWNTOWN MGT DIST FU	0	0	184,651.16	389.91	.00	-184,651.16	100.0%
571 CONTRIBUTIONS TRUST FUND								
50000	SALARIES - REGULAR	0	0	.00	.00	.00	.00	.0%
50200	OVERTIME WAGES	0	0	.00	.00	.00	.00	.0%
50220	STATION COVERAGE OT	0	0	.00	.00	.00	.00	.0%
51000	CALPERS PENSION NORMAL COST	0	0	.00	.00	.00	.00	.0%
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	9,657.20	2,514.50	.00	236,831.42	3.9%
52400	MINOR EQUIPMENT	0	97,044	.00	.00	.00	97,043.55	.0%
52620	SUPPLIES OTHER	0	65,478	16,614.26	48.83	1,548.07	47,315.73	27.7%
52900	MISC SUPPLIES	0	0	.00	.00	.00	.00	.0%
53020	INTERNAL PHOTOCOPING COSTS	0	1,534	.00	.00	.00	1,534.43	.0%
53200	PROF SERVICES - OTHER	0	781,799	4,458.60	.00	.00	777,340.41	.6%
54030	UTILITY EXPENSE- WASTEWATER	0	0	.00	.00	.00	.00	.0%
54050	UTIL EXP REFUSE AND DISPOSE	0	0	.00	.00	.00	.00	.0%
55010	BUILDING MAINT & REPAIR	0	1,650,000	.00	.00	22,860.00	1,627,140.00	1.4%
55020	EQUIPMENT MAINTENANCE	0	0	.00	.00	.00	.00	.0%
56020	CAPEX - IMPRV OTH. THN BLDGS	0	0	.00	.00	.00	.00	.0%
56030	CAPEX - VEHICLES	0	0	.00	.00	.00	.00	.0%
56040	CAPEX - MACHINERY/EQUIP	0	1,732	.00	.00	.00	1,731.72	.0%
57000	RENTALS & LEASES	0	0	.00	.00	.00	.00	.0%
57110	TAXES AND FILING FEES	0	0	.00	.00	.00	.00	.0%
59800	TRANSFERS OUT - CIP	0	1,680	.00	.00	.00	1,680.00	.0%
	TOTAL CONTRIBUTIONS TRUST FUND	0	2,845,885	32,008.29	2,563.33	24,408.07	2,789,468.82	2.0%
586 ENHANCED RETIREMENT PLAN FUND								
51030	RETIREMENT ENHANCEMENT PLAN	0	0	.00	.00	.00	.00	.0%
53200	PROF SERVICES - OTHER	0	0	.00	.00	.00	.00	.0%
60240	UNREALIZED GAIN(LOSS) FMV OFF	0	0	.00	.00	.00	.00	.0%
	TOTAL ENHANCED RETIREMENT PLAN FU	0	0	.00	.00	.00	.00	.0%
601 WATER OPERATING FUND								

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601	WATER OPERATING FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50000	SALARIES - REGULAR	6,096,709	6,096,709	4,845,421.50	622,226.98	.00	1,251,287.50	79.5%
50100	SALARIES - TEMPORARY	110,000	110,000	24,679.42	8,365.50	.00	85,320.58	22.4%
50168	LEAVE BANK CASH OUT	0	0	.00	.00	.00	.00	.0%
50200	OVERTIME WAGES	350,000	350,000	519,885.72	59,114.42	.00	-169,885.72	148.5%
50300	ACCRUED SALARY & BENEFITS	0	0	.00	.00	.00	.00	.0%
50410	WORKERS COMP SALARY CONTINUE	0	0	1,076.02	.00	.00	-1,076.02	100.0%
50500	MISC PAYROLL EXPENSE	0	0	.00	.00	.00	.00	.0%
51000	CALPERS PENSION NORMAL COST	645,399	645,399	492,510.28	63,587.74	.00	152,888.72	76.3%
51010	CALPERS PENSION UAL	837,573	837,573	767,775.25	69,797.75	.00	69,797.75	91.7%
51030	RETIREMENT ENHANCEMENT PLAN	256,508	256,508	214,330.40	27,747.71	.00	42,177.60	83.6%
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	1,456,758.27	185,853.30	.00	434,454.73	77.0%
51161	DEFERRED COMPENSATION	0	0	.00	.00	.00	.00	.0%
51162	EMPLOYEE HEALTH INSURANCE	0	0	.00	.00	.00	.00	.0%
51163	LIFE INSURANCE	0	0	.00	.00	.00	.00	.0%
51164	LONG TERM DISABILITY	0	0	.00	.00	.00	.00	.0%
51165	MEDICARE	0	0	.00	.00	.00	.00	.0%
51166	POST EMPLOYMENT INSURANCE	0	0	.00	.00	.00	.00	.0%
51167	UNEMPLOYMENT INSURANCE	0	0	.00	.00	.00	.00	.0%
51210	RETIREE HEALTH INS PLAN	30,836	30,836	26,665.30	2,465.54	.00	4,170.70	86.5%
51300	WORKERS COMPENSATION	333,192	333,192	305,426.00	27,766.00	.00	27,766.00	91.7%
51400	AUTO ALLOWANCE	1,050	1,050	952.81	121.15	.00	97.19	90.7%
51420	TOOL AND EQUIPMENT ALLOWANCE	950	950	950.00	.00	.00	.00	100.0%
51999	YR END GASB,OPEB,COMP AB	0	0	.00	.00	.00	.00	.0%
52000	POSTAGE	6,000	6,000	5,295.80	520.59	.00	704.20	88.3%
52100	CHEMICALS	850,000	850,000	436,438.66	28,619.89	414,871.96	-1,310.62	100.2%
52110	REPAIR PARTS	470,000	470,000	74,262.92	.00	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	20,279.89	1,941.10	14,417.08	5,303.03	86.7%
52310	TRAINING-WORKSHOP-MTGS	95,000	95,000	71,175.92	1,102.97	14,535.00	9,289.08	90.2%
52330	EDUCATION REIMBURSEMENT	5,000	5,000	.00	.00	.00	5,000.00	.0%
52340	MEMBERSHIPS	50,000	50,000	31,245.30	935.95	.00	18,754.70	62.5%
52350	OTHER EXPENSE REIMB	75,000	75,000	190,720.00	19,675.00	.00	-115,720.00	254.3%
52400	MINOR EQUIPMENT	1,250,000	1,428,792	1,015,615.38	73,914.88	195,841.24	217,335.38	84.8%
52510	PUBLIC OUTREACH	200,000	200,000	41,554.37	.00	-14,416.84	172,862.47	13.6%
52610	SUPPLIES SAFETY	105,000	105,000	17,227.72	1,934.73	5,277.63	82,494.65	21.4%
52900	MISC SUPPLIES	27,000	127,000	163,463.39	14,711.26	186,831.65	-223,295.04	275.8%
53000	SOFTWARE EXPENSE	0	0	19.95	.00	.00	-19.95	100.0%
53010	SERVICES PRINTING BINDING	120,000	120,000	41,469.27	3,004.38	23,968.63	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	2,005,941.96	302,618.73	1,248,465.10	331,260.94	90.8%
53210	SERVICES AUDIT	5,000	5,000	.00	.00	.00	5,000.00	.0%
53220	SERVICES LEGAL SERVICES	800,000	800,000	465,301.07	54,995.50	306,270.22	28,428.71	96.4%

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53250 ADVERTISING	30,000	30,000	8,309.00	850.00	1,150.00	20,541.00	31.5%
53260 LEGAL ADVOCACY	22,000	22,000	18,262.96	4,278.00	2,008.00	1,729.04	92.1%
53270 CONSTRUCTION SERVICES	0	0	.00	.00	.00	.00	.0%
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	100,236.03	19,383.79	49,865.17	-80,101.20	214.4%
53500 BANK CHARGES	0	0	.00	.00	.00	.00	.0%
54010 UTILITY EXPENSE-ELECTRIC	1,200,000	1,200,000	1,108,218.55	101,786.94	.00	91,781.45	92.4%
54020 UTILITY EXPENSE - GAS	5,000	5,000	1,420.70	387.23	.00	3,579.30	28.4%
54030 UTILITY EXPENSE- WASTEWATER	794,500	794,500	557,351.00	29,813.31	.00	237,149.00	70.2%
54040 UTILITY EXPENSE WATER	78,750	78,750	56,729.43	6,974.79	.00	22,020.57	72.0%
54050 UTIL EXP REFUSE AND DISPOSE	19,000	19,000	9,357.68	1,410.18	.00	9,642.32	49.3%
54060 OTHER UTILITIES	0	0	.00	.00	.00	.00	.0%
54080 TELEPHONE CHGS	35,000	35,000	45,347.36	4,637.69	.00	-10,347.36	129.6%
54090 UNLEADED FUEL	0	0	.00	.00	.00	.00	.0%
54100 WATER PURCHASES	27,000,000	27,000,000	17,691,220.88	1,423,637.28	.00	9,308,779.12	65.5%
54355 UTILITY RATE ASSIST CREDIT	0	0	.00	.00	.00	.00	.0%
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%
56020 CAPEX - IMPRV OTH. THN BLDGS	0	0	.00	.00	.00	.00	.0%
56030 CAPEX - VEHICLES	0	0	.00	.00	.00	.00	.0%
56040 CAPEX - MACHINERY/EQUIP	910,000	680,000	191,508.23	.00	.00	488,491.77	28.2%
56050 CAPEX - INFRASTRUCTURE	0	0	.00	.00	.00	.00	.0%
56999 CAPEX - OFFSET	0	0	.00	.00	.00	.00	.0%
57000 RENTALS & LEASES	285,000	285,000	355,329.07	24,283.71	296,591.02	-366,920.09	228.7%
57110 TAXES AND FILING FEES	200,000	200,000	154,414.12	3,422.69	.00	45,585.88	77.2%
57200 BAD DEBT EXPENSE	75,000	75,000	-2,844.42	-83.93	.00	77,844.42	-3.8%
57400 CONTRIBUTION TO OTHER FND	0	0	.00	.00	.00	.00	.0%
57500 PRINCIPAL PAYMENTS	5,579,504	5,579,504	3,519,504.00	1,774,504.00	.00	2,060,000.00	63.1%
57510 INTEREST & PENALTIES EXPENSE	8,820,352	8,820,352	5,295,551.10	301,999.83	.00	3,524,800.90	60.0%
57530 COSTS OF ISSUANCE - DEBT	0	0	.00	.00	.00	.00	.0%
57800 FOR CONTINGENCIES	0	0	.00	.00	.00	.00	.0%
57850 RESERVE APPROP. SAL ADJ	0	0	.00	.00	.00	.00	.0%
57900 DEPRECIATION EXPENSE	0	0	.00	.00	.00	.00	.0%
58400 LIABILITY CLAIMS EXPENSE	0	0	.00	.00	.00	.00	.0%
59000 TRANSFERS OUT	32,000	32,000	1,000.00	.00	.00	31,000.00	3.1%
59010 INFRASTRUCTURE USE FEE	0	0	.00	.00	.00	.00	.0%
59100 CUSTOMER BILLING CHARGES	1,520,974	1,520,974	1,394,226.13	126,747.83	.00	126,747.87	91.7%
59200 IT & DATA PROCESSING CHGS	692,569	692,569	634,854.77	57,714.07	.00	57,714.23	91.7%
59300 LIABILITY INSURANCE CHGS	363,158	363,158	334,671.89	30,424.75	.00	28,486.11	92.2%
59400 TELEPHONE CHGS HIPC	64,739	64,739	59,344.01	5,394.91	.00	5,394.99	91.7%
59500 FLEET EQUIP MAINT ISF CHG	452,128	452,128	292,307.85	25,420.69	.00	159,820.15	64.7%
59600 INDIRECT PRORATED CST CHG	1,274,976	1,274,976	1,168,727.89	106,247.99	.00	106,248.11	91.7%
59700 FACILITY CHG MAINTENANCE	185,626	202,992	170,157.13	15,468.83	.00	32,835.17	83.8%
59800 TRANSFERS OUT - CIP	27,280	25,610,801	7,802,096.13	.00	.00	17,808,705.24	30.5%

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59900 TRANSFERS OUT - DEBT	0	27,280	27,279.39	20,316.93	.00	.61	100.0%
60200 CAPITAL ASSET OFFSET	0	0	-191,508.23	-15,295.00	.00	191,508.23	100.0%
60240 UNREALIZED GAIN(LOSS) FMV OFF	0	0	.00	.00	.00	.00	.0%
60300 INTERFUND ADVANCE OFFSET	0	0	144,646.56	.00	.00	-144,646.56	100.0%
60400 DEPRECIATION EXPENSE	0	0	.00	.00	.00	.00	.0%
60500 DEBT OFFSET	0	0	-3,519,504.00	-3,519,504.00	.00	3,519,504.00	100.0%
60600 GASB/YR END - PNSN OPEB COMPA	0	0	.00	.00	.00	.00	.0%
TOTAL WATER OPERATING FUND	68,015,168	93,915,796	50,677,371.34	2,121,243.58	2,951,582.07	40,286,842.26	57.1%

602 WATER CIP FUND

50000 SALARIES - REGULAR	0	0	.00	.00	.00	.00	.0%
51000 CALPERS PENSION NORMAL COST	0	0	.00	.00	.00	.00	.0%
51160 CITY PAID EMPLOYEE BENEFITS	0	0	.00	.00	.00	.00	.0%
51300 WORKERS COMPENSATION	0	0	.00	.00	.00	.00	.0%
52900 MISC SUPPLIES	0	0	.00	.00	.00	.00	.0%
53200 PROF SERVICES - OTHER	0	7,481,643	1,429,479.51	152,212.52	3,763,791.18	2,288,372.14	69.4%
53270 CONSTRUCTION SERVICES	0	19,591,782	9,216,312.16	976,606.99	10,751,491.08	-376,020.94	101.9%
56000 CAPEX - LAND EASEMENTS	0	85,276	9,137.50	585.00	6,847.50	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	.00	1,000.00	9,788,534.26	5.6%
56888 LIFE TO DATE COSTS (END FY22)	0	0	.00	.00	.00	.00	.0%
57510 INTEREST & PENALTIES EXPENSE	0	0	.00	.00	.00	.00	.0%
57800 FOR CONTINGENCIES	0	2,040,846	.00	.00	.00	2,040,845.70	.0%
59000 TRANSFERS OUT	0	4,270,868	378,114.60	31,918.20	.00	3,892,753.02	8.9%
TOTAL WATER CIP FUND	0	43,957,801	11,615,173.77	1,161,322.71	14,523,129.76	17,819,497.43	59.5%

603 WATER DEVLPMNT IMPACT FEES FUND

53200 PROF SERVICES - OTHER	0	0	.00	.00	.00	.00	.0%
53270 CONSTRUCTION SERVICES	0	0	.00	.00	.00	.00	.0%
53700 DEVELOPER REIMBURSEMENTS	0	0	.00	.00	.00	.00	.0%
56000 CAPEX - LAND EASEMENTS	0	0	.00	.00	.00	.00	.0%
56050 CAPEX - INFRASTRUCTURE	0	0	.00	.00	.00	.00	.0%
57510 INTEREST & PENALTIES EXPENSE	0	0	.00	.00	.00	.00	.0%
57800 FOR CONTINGENCIES	0	0	.00	.00	.00	.00	.0%
59000 TRANSFERS OUT	0	0	.00	.00	.00	.00	.0%

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59600 INDIRECT PRORATED CST CHG	21,294	21,294	19,519.50	1,774.50	.00	1,774.50	91.7%
59800 TRANSFERS OUT - CIP	0	10,517,420	826.30	.00	.00	10,516,593.27	.0%
60240 UNREALIZED GAIN(LOSS) FMV OFF	0	0	.00	.00	.00	.00	.0%
60300 INTERFUND ADVANCE OFFSET	0	0	.00	.00	.00	.00	.0%
TOTAL WATER DEVLPMT IMPACT FEES F	21,294	10,538,714	20,345.80	1,774.50	.00	10,518,367.77	.2%

605 WATER CAP FACILITY FUND

53200 PROF SERVICES - OTHER	0	0	.00	.00	.00	.00	.0%
53270 CONSTRUCTION SERVICES	0	0	.00	.00	.00	.00	.0%
53700 DEVELOPER REIMBURSEMENTS	375,000	375,000	.00	.00	.00	375,000.00	.0%
56000 CAPEX - LAND EASEMENTS	0	0	.00	.00	.00	.00	.0%
56050 CAPEX - INFRASTRUCTURE	0	0	.00	.00	.00	.00	.0%
57510 INTEREST & PENALTIES EXPENSE	0	0	.00	.00	.00	.00	.0%
57800 FOR CONTINGENCIES	0	0	.00	.00	.00	.00	.0%
59000 TRANSFERS OUT	0	0	.00	.00	.00	.00	.0%
59600 INDIRECT PRORATED CST CHG	4,426	4,426	4,057.13	368.83	.00	368.87	91.7%
59800 TRANSFERS OUT - CIP	0	400,000	.00	.00	.00	400,000.00	.0%
60240 UNREALIZED GAIN(LOSS) FMV OFF	0	0	.00	.00	.00	.00	.0%
TOTAL WATER CAP FACILITY FUND	379,426	779,426	4,057.13	368.83	.00	775,368.87	.5%

606 WATER RESOURCE FEE FUND

51999 YR END GASB,OPEB,COMP AB	0	0	.00	.00	.00	.00	.0%
52350 OTHER EXPENSE REIMB	0	0	.00	.00	.00	.00	.0%
53250 ADVERTISING	0	0	.00	.00	.00	.00	.0%
56050 CAPEX - INFRASTRUCTURE	0	0	.00	.00	.00	.00	.0%
56999 CAPEX - OFFSET	0	0	.00	.00	.00	.00	.0%
57850 RESERVE APPROP. SAL ADJ	0	0	.00	.00	.00	.00	.0%
57900 DEPRECIATION EXPENSE	0	0	.00	.00	.00	.00	.0%
59000 TRANSFERS OUT	0	0	.00	.00	.00	.00	.0%
59600 INDIRECT PRORATED CST CHG	1,401	1,401	1,284.25	116.75	.00	116.75	91.7%
59800 TRANSFERS OUT - CIP	0	240,784	.00	.00	.00	240,784.00	.0%
60240 UNREALIZED GAIN(LOSS) FMV OFF	0	0	.00	.00	.00	.00	.0%
TOTAL WATER RESOURCE FEE FUND	1,401	242,185	1,284.25	116.75	.00	240,900.75	.5%

607 WATER BONDS/WIFIA LOANS

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607	WATER BONDS/WIFIA LOANS	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
53200	PROF SERVICES - OTHER	0	0	.00	.00	.00	.00	.0%
53270	CONSTRUCTION SERVICES	0	0	.00	.00	.00	.00	.0%
56050	CAPEX - INFRASTRUCTURE	0	0	.00	.00	.00	.00	.0%
57530	COSTS OF ISSUANCE - DEBT	0	0	.00	.00	.00	.00	.0%
59000	TRANSFERS OUT	0	0	.00	.00	.00	.00	.0%
59800	TRANSFERS OUT - CIP	0	1,350,000	.00	.00	.00	1,350,000.00	.0%
	TOTAL WATER BONDS/WIFIA LOANS	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	256,354.54	38,896.77	.00	71,013.46	78.3%
50100	SALARIES - TEMPORARY	0	0	.00	.00	.00	.00	.0%
50168	LEAVE BANK CASH OUT	0	0	.00	.00	.00	.00	.0%
50200	OVERTIME WAGES	8,000	8,000	871.48	35.96	.00	7,128.52	10.9%
51000	CALPERS PENSION NORMAL COST	32,483	32,483	25,858.59	4,004.85	.00	6,624.41	79.6%
51010	CALPERS PENSION UAL	43,533	43,533	39,905.25	3,627.75	.00	3,627.75	91.7%
51030	RETIREMENT ENHANCEMENT PLAN	46,502	46,502	43,916.66	5,670.30	.00	2,585.34	94.4%
51160	CITY PAID EMPLOYEE BENEFITS	98,160	98,160	77,219.32	11,385.85	.00	20,940.68	78.7%
51161	DEFERRED COMPENSATION	0	0	.00	.00	.00	.00	.0%
51162	EMPLOYEE HEALTH INSURANCE	0	0	.00	.00	.00	.00	.0%
51163	LIFE INSURANCE	0	0	.00	.00	.00	.00	.0%
51165	MEDICARE	0	0	.00	.00	.00	.00	.0%
51167	UNEMPLOYMENT INSURANCE	0	0	.00	.00	.00	.00	.0%
51300	WORKERS COMPENSATION	18,781	18,781	17,215.88	1,565.08	.00	1,565.12	91.7%
52000	POSTAGE	20,000	20,000	.00	.00	.00	20,000.00	.0%
52400	MINOR EQUIPMENT	100,000	100,000	76,098.63	48,377.59	48,951.46	-25,050.09	125.1%
53010	SERVICES PRINTING BINDING	15,000	15,000	.00	.00	.00	15,000.00	.0%
53200	PROF SERVICES - OTHER	350,000	350,000	385,897.85	50,476.16	15,674.44	-51,572.29	114.7%
53270	CONSTRUCTION SERVICES	0	0	.00	.00	.00	.00	.0%
53420	TEST MONITOR COMPLIANCE	200,000	200,000	115,299.03	19,057.94	40,411.77	44,289.20	77.9%
56020	CAPEX - IMPRV OTH. THN BLDGS	0	0	.00	.00	.00	.00	.0%
57200	BAD DEBT EXPENSE	0	0	.00	.00	.00	.00	.0%
57800	FOR CONTINGENCIES	0	0	.00	.00	.00	.00	.0%
57850	RESERVE APPROP. SAL ADJ	0	0	.00	.00	.00	.00	.0%
59000	TRANSFERS OUT	30,000	30,000	16,070.00	10,830.00	.00	13,930.00	53.6%
59200	IT & DATA PROCESSING CHGS	35,996	35,996	32,996.37	2,999.67	.00	2,999.63	91.7%
59300	LIABILITY INSURANCE CHGS	20,333	20,333	18,638.62	1,694.42	.00	1,694.38	91.7%
59400	TELEPHONE CHGS HIPC	1,495	1,495	1,370.38	124.58	.00	124.62	91.7%
59600	INDIRECT PRORATED CST CHG	85,205	85,205	78,104.62	7,100.42	.00	7,100.38	91.7%
59800	TRANSFERS OUT - CIP	0	756,281	3,652.04	.00	.00	752,629.27	.5%
60140	SUBSCRIPTION CLEARING GASB96	0	0	.00	.00	.00	.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60144 INTEREST EXPENSE - GASB96	0	0	.00	.00	.00	.00	.0%
60240 UNREALIZED GAIN(LOSS) FMV OFF	0	0	.00	.00	.00	.00	.0%
60410 AMORTIZATION EXPENSE	0	0	.00	.00	.00	.00	.0%
TOTAL WATER SECURITY-CONT PREV FU	1,432,856	2,189,137	1,189,469.26	205,847.34	105,037.67	894,630.38	59.1%
609 WATER BOND 2021A REV BOND FUND							
51300 WORKERS COMPENSATION	0	0	.00	.00	.00	.00	.0%
53200 PROF SERVICES - OTHER	0	0	.00	.00	.00	.00	.0%
53270 CONSTRUCTION SERVICES	0	0	.00	.00	.00	.00	.0%
57510 INTEREST & PENALTIES EXPENSE	0	0	.00	.00	.00	.00	.0%
57800 FOR CONTINGENCIES	0	0	.00	.00	.00	.00	.0%
59000 TRANSFERS OUT	0	0	.00	.00	.00	.00	.0%
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	6,034,377.94	771,209.33	.00	1,170,568.06	83.8%
50100 SALARIES - TEMPORARY	245,000	245,000	60,727.66	20,590.68	.00	184,272.34	24.8%
50168 LEAVE BANK CASH OUT	0	0	.00	.00	.00	.00	.0%
50200 OVERTIME WAGES	403,000	403,000	449,805.57	31,802.71	.00	-46,805.57	111.6%
50300 ACCRUED SALARY & BENEFITS	0	0	.00	.00	.00	.00	.0%
50410 WORKERS COMP SALARY CONTINUE	0	0	8,679.00	.00	.00	-8,679.00	100.0%
50500 MISC PAYROLL EXPENSE	0	0	.00	.00	.00	.00	.0%
51000 CALPERS PENSION NORMAL COST	759,445	759,445	612,588.89	78,379.10	.00	146,856.11	80.7%
51010 CALPERS PENSION UAL	942,160	942,160	863,646.74	78,513.34	.00	78,513.26	91.7%
51030 RETIREMENT ENHANCEMENT PLAN	360,582	360,582	296,185.27	39,047.64	.00	64,396.73	82.1%
51040 EARLY RETIREMENT INCENTIVE	0	0	.00	.00	.00	.00	.0%
51160 CITY PAID EMPLOYEE BENEFITS	2,246,058	2,246,058	1,780,404.05	226,097.18	.00	465,653.95	79.3%
51161 DEFERRED COMPENSATION	0	0	.00	.00	.00	.00	.0%
51162 EMPLOYEE HEALTH INSURANCE	0	0	.00	.00	.00	.00	.0%
51163 LIFE INSURANCE	0	0	.00	.00	.00	.00	.0%
51164 LONG TERM DISABILITY	0	0	.00	.00	.00	.00	.0%
51165 MEDICARE	0	0	.00	.00	.00	.00	.0%
51166 POST EMPLOYMENT INSURANCE	0	0	.00	.00	.00	.00	.0%
51167 UNEMPLOYMENT INSURANCE	0	0	.00	.00	.00	.00	.0%
51210 RETIREE HEALTH INS PLAN	51,580	51,580	44,603.77	4,124.17	.00	6,976.23	86.5%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
51300 WORKERS COMPENSATION	419,213	419,213	385,794.49	34,934.41	.00	33,418.51	92.0%
51400 AUTO ALLOWANCE	1,050	1,050	952.81	121.15	.00	97.19	90.7%
51999 YR END GASB,OPEB,COMP AB	0	0	.00	.00	.00	.00	.0%
52000 POSTAGE	11,500	11,500	3,683.11	267.52	.00	7,816.89	32.0%
52100 CHEMICALS	1,875,000	1,875,000	1,598,177.79	186,864.78	349,918.64	-73,096.43	103.9%
52110 REPAIR PARTS	381,000	407,000	174,555.39	16,282.87	97,830.84	134,613.77	66.9%
52200 SUBSCRIPTIONS & PUBLS	100	100	.00	.00	.00	100.00	.0%
52300 UNIFORMS	64,000	71,200	34,157.17	3,080.29	29,726.38	7,316.45	89.7%
52310 TRAINING-WORKSHOP-MTGS	100,000	134,000	35,314.41	631.00	42,950.00	55,735.59	58.4%
52330 EDUCATION REIMBURSEMENT	10,000	10,000	2,700.00	.00	.00	7,300.00	27.0%
52340 MEMBERSHIPS	43,550	43,550	46,258.90	11,540.00	.00	-2,708.90	106.2%
52350 OTHER EXPENSE REIMB	0	0	.00	.00	.00	.00	.0%
52400 MINOR EQUIPMENT	865,000	969,000	724,947.79	54,544.20	449,961.92	-205,909.71	121.2%
52610 SUPPLIES SAFETY	90,000	103,800	40,132.19	8,167.51	65,096.96	-1,429.15	101.4%
52620 SUPPLIES OTHER	0	0	.00	.00	.00	.00	.0%
52900 MISC SUPPLIES	40,000	126,200	43,788.56	4,060.73	68,918.61	13,492.83	89.3%
53000 SOFTWARE EXPENSE	0	25,000	42,774.55	.00	14,201.67	-31,976.22	227.9%
53010 SERVICES PRINTING BINDING	16,000	21,500	4,966.87	276.67	9,751.19	6,781.94	68.5%
53020 INTERNAL PHOTOCOPYING COSTS	4,000	4,000	6,833.01	.00	.00	-2,833.01	170.8%
53110 SERVICES MEDICAL	4,800	4,800	1,295.00	110.00	.00	3,505.00	27.0%
53200 PROF SERVICES - OTHER	4,406,000	3,608,761	2,050,551.55	756,536.55	1,024,355.36	533,854.36	85.2%
53210 SERVICES AUDIT	0	0	.00	.00	.00	.00	.0%
53220 SERVICES LEGAL SERVICES	300,000	300,000	295.00	.00	4,706.00	294,999.00	1.7%
53250 ADVERTISING	15,000	15,000	.00	.00	.00	15,000.00	.0%
53260 LEGAL ADVOCACY	11,000	11,000	8,523.65	2,190.00	966.00	1,510.35	86.3%
53270 CONSTRUCTION SERVICES	0	0	.00	.00	.00	.00	.0%
53420 TEST MONITOR COMPLIANCE	400,000	665,000	537,541.53	7,184.30	134,506.07	-7,047.60	101.1%
53500 BANK CHARGES	0	0	.00	.00	.00	.00	.0%
54010 UTILITY EXPENSE-ELECTRIC	1,560,918	1,630,918	1,478,295.38	138,606.91	.00	152,622.62	90.6%
54020 UTILITY EXPENSE - GAS	250,000	250,000	170,018.88	10,475.42	59,309.23	20,671.89	91.7%
54030 UTILITY EXPENSE- WASTEWATER	15,000	15,000	10,794.77	1,024.46	.00	4,205.23	72.0%
54040 UTILITY EXPENSE WATER	90,000	90,000	102,214.14	11,489.68	.00	-12,214.14	113.6%
54050 UTIL EXP REFUSE AND DISPOSE	1,500,000	1,500,000	1,255,918.74	117,328.14	233,973.39	10,107.87	99.3%
54060 OTHER UTILITIES	0	0	.00	.00	.00	.00	.0%
54080 TELEPHONE CHGS	46,000	71,000	66,089.84	7,535.35	.00	4,910.16	93.1%
54090 UNLEADED FUEL	160,000	249,500	94,194.98	.00	153,672.56	1,632.46	99.3%
54355 UTILITY RATE ASSIST CREDIT	0	0	.00	.00	.00	.00	.0%
55010 BUILDING MAINT & REPAIR	80,000	80,000	15,120.18	.00	.00	64,879.82	18.9%
55020 EQUIPMENT MAINTENANCE	100,000	100,000	.00	.00	.00	100,000.00	.0%
55030 VEHICLE MAINTENANCE	90,033	122,533	60,435.23	15,547.98	57,507.19	4,590.58	96.3%
56020 CAPEX - IMPRV OTH. THN BLDGS	0	0	.00	.00	.00	.00	.0%
56030 CAPEX - VEHICLES	0	0	.00	.00	.00	.00	.0%
56040 CAPEX - MACHINERY/EQUIP	1,782,500	1,700,961	702,031.63	235,608.15	898,034.63	100,894.47	94.1%
56050 CAPEX - INFRASTRUCTURE	0	0	.00	.00	.00	.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
56999 CAPEX - OFFSET	0	0	.00	.00	.00	.00	.0%
57000 RENTALS & LEASES	240,000	441,600	260,064.48	25,412.07	44,788.90	136,746.62	69.0%
57110 TAXES AND FILING FEES	285,000	285,100	278,383.32	1,033.00	.00	6,716.68	97.6%
57200 BAD DEBT EXPENSE	40,000	40,000	-9,731.77	-33.00	.00	49,731.77	-24.3%
57500 PRINCIPAL PAYMENTS	5,550,000	5,550,000	5,550,000.00	4,250,000.00	.00	.00	100.0%
57510 INTEREST & PENALTIES EXPENSE	3,880,500	3,880,500	3,573,028.68	1,510,125.00	.00	307,471.32	92.1%
57530 COSTS OF ISSUANCE - DEBT	0	0	.00	.00	.00	.00	.0%
57600 LOSS ON DISPOSAL CAP ASSET	0	0	.00	.00	.00	.00	.0%
57700 LOANS TO PROP OWNERS	0	0	.00	.00	.00	.00	.0%
57800 FOR CONTINGENCIES	0	0	.00	.00	.00	.00	.0%
57850 RESERVE APPROP. SAL ADJ	0	0	.00	.00	.00	.00	.0%
57900 DEPRECIATION EXPENSE	0	0	.00	.00	.00	.00	.0%
58400 LIABILITY CLAIMS EXPENSE	0	0	.00	.00	.00	.00	.0%
59000 TRANSFERS OUT	15,000	15,000	.00	.00	.00	15,000.00	.0%
59010 INFRASTRUCTURE USE FEE	0	0	.00	.00	.00	.00	.0%
59100 CUSTOMER BILLING CHARGES	608,390	608,390	557,690.87	50,699.17	.00	50,699.13	91.7%
59200 IT & DATA PROCESSING CHGS	779,049	779,049	714,128.36	64,920.76	.00	64,920.64	91.7%
59300 LIABILITY INSURANCE CHGS	367,161	367,161	338,341.38	30,758.34	.00	28,819.62	92.2%
59400 TELEPHONE CHGS HIPC	141,352	141,352	129,572.63	11,779.33	.00	11,779.37	91.7%
59500 FLEET EQUIP MAINT ISF CHG	42,391	42,391	42,424.52	683.99	.00	-33.52	100.1%
59600 INDIRECT PRORATED CST CHG	1,259,754	1,259,754	1,154,774.39	104,979.49	.00	104,979.61	91.7%
59700 FACILITY CHG MAINTENANCE	140,049	153,151	128,378.25	11,670.75	.00	24,773.08	83.8%
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	30,958.93	23,057.35	.00	1.07	100.0%
60200 CAPITAL ASSET OFFSET	0	0	-669,933.93	-198,147.42	.00	669,933.93	100.0%
60240 UNREALIZED GAIN(LOSS) FMV OFF	0	0	.00	.00	.00	.00	.0%
60300 INTERFUND ADVANCE OFFSET	0	0	.00	.00	.00	.00	.0%
60400 DEPRECIATION EXPENSE	0	0	.00	.00	.00	.00	.0%
60500 DEBT OFFSET	0	0	-5,550,000.00	-5,550,000.00	.00	5,550,000.00	100.0%
60600 GASB/YR END - PNSN OPEB COMPA	0	0	.00	.00	.00	.00	.0%
TOTAL WASTEWATER OPERATING FUND	54,224,041	78,268,910	27,490,784.71	3,211,111.05	3,740,175.54	47,037,949.91	39.9%

612 WASTEWATER CIP FUND

52300 UNIFORMS	0	0	.00	.00	.00	.00	.0%
53200 PROF SERVICES - OTHER	200,000	9,236,026	2,464,870.80	392,657.04	4,564,930.81	2,206,224.77	76.1%
53270 CONSTRUCTION SERVICES	13,700,000	82,349,576	17,063,590.57	4,282,353.60	31,840,725.95	33,445,259.28	59.4%
56020 CAPEX - IMPRV OTH. THN BLDGS	0	3,346,843	.00	.00	.00	3,346,843.00	.0%
56040 CAPEX - MACHINERY/EQUIP	0	0	.00	.00	.00	.00	.0%
56050 CAPEX - INFRASTRUCTURE	0	1,917,559	.00	.00	790,397.00	1,127,162.00	41.2%
56888 LIFE TO DATE COSTS (END FY22)	0	0	.00	.00	.00	.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
56999 CAPEX - OFFSET	0	0	.00	.00	.00	.00	.0%
57800 FOR CONTINGENCIES	0	1,316,500	.00	.00	.00	1,316,500.00	.0%
59000 TRANSFERS OUT	0	5,001,325	246,187.15	27,276.87	.00	4,755,138.04	4.9%
59600 INDIRECT PRORATED CST CHG	0	0	.00	.00	.00	.00	.0%
TOTAL WASTEWATER CIP FUND	13,900,000	103,167,829	19,774,648.52	4,702,287.51	37,196,053.76	46,197,127.09	55.2%
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	18,355.37	1,668.67	.00	1,668.63	91.7%
60240 UNREALIZED GAIN(LOSS) FMV OFF	0	0	.00	.00	.00	.00	.0%
TOTAL WASTEWATER CONNECTION FEE F	1,195,024	1,315,504	18,355.37	1,668.67	.00	1,297,148.63	1.4%
617 WASTEWATER BONDS/SRF LOANS							
53200 PROF SERVICES - OTHER	0	0	.00	.00	.00	.00	.0%
53270 CONSTRUCTION SERVICES	0	0	.00	.00	.00	.00	.0%
56999 CAPEX - OFFSET	0	0	.00	.00	.00	.00	.0%
57800 FOR CONTINGENCIES	0	0	.00	.00	.00	.00	.0%
59000 TRANSFERS OUT	0	0	.00	.00	.00	.00	.0%
59800 TRANSFERS OUT - CIP	0	64,182,739	12,605,264.94	.00	.00	51,577,473.95	19.6%
60200 CAPITAL ASSET OFFSET	0	0	.00	.00	.00	.00	.0%
TOTAL WASTEWATER BONDS/SRF LOANS	0	64,182,739	12,605,264.94	.00	.00	51,577,473.95	19.6%
628 WASTEWATER SEC-CONT PREV FUND							
53200 PROF SERVICES - OTHER	0	0	.00	.00	.00	.00	.0%
53270 CONSTRUCTION SERVICES	0	0	.00	.00	.00	.00	.0%
56020 CAPEX - IMPRV OTH. THN BLDGS	0	0	.00	.00	.00	.00	.0%
57800 FOR CONTINGENCIES	0	0	.00	.00	.00	.00	.0%
59000 TRANSFERS OUT	0	0	.00	.00	.00	.00	.0%
59800 TRANSFERS OUT - CIP	0	0	.00	.00	.00	.00	.0%
60240 UNREALIZED GAIN(LOSS) FMV OFF	0	0	.00	.00	.00	.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL WASTEWATER SEC-CONT PREV FU	0	0	.00	.00	.00	.00	.0%
631 SOLID WASTE OPERATING FUND							
50000 SALARIES - REGULAR	12,463,439	12,577,710	10,563,817.33	1,406,543.98	.00	2,013,892.67	84.0%
50100 SALARIES - TEMPORARY	56,461	56,461	37,546.96	7,666.67	.00	18,914.04	66.5%
50168 LEAVE BANK CASH OUT	0	0	.00	.00	.00	.00	.0%
50200 OVERTIME WAGES	1,630,283	1,640,283	3,747,298.00	405,761.39	.00	-2,107,015.00	228.5%
50300 ACCRUED SALARY & BENEFITS	0	0	.00	.00	.00	.00	.0%
50410 WORKERS COMP SALARY CONTINUE	0	0	59,766.17	.00	.00	-59,766.17	100.0%
50500 MISC PAYROLL EXPENSE	0	0	.00	.00	.00	.00	.0%
51000 CALPERS PENSION NORMAL COST	1,306,426	1,318,707	1,096,132.72	147,753.63	.00	222,574.28	83.1%
51010 CALPERS PENSION UAL	2,030,156	2,054,099	1,882,924.23	171,174.93	.00	171,174.77	91.7%
51030 RETIREMENT ENHANCEMENT PLAN	668,599	675,372	566,010.12	74,969.49	.00	109,361.88	83.8%
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	3,886,610.43	506,568.60	.00	679,437.57	85.1%
51161 DEFERRED COMPENSATION	0	0	.00	.00	.00	.00	.0%
51162 EMPLOYEE HEALTH INSURANCE	0	0	.00	.00	.00	.00	.0%
51163 LIFE INSURANCE	0	0	.00	.00	.00	.00	.0%
51164 LONG TERM DISABILITY	0	0	.00	.00	.00	.00	.0%
51165 MEDICARE	0	0	.00	.00	.00	.00	.0%
51166 POST EMPLOYMENT INSURANCE	0	0	.00	.00	.00	.00	.0%
51167 UNEMPLOYMENT INSURANCE	0	0	.00	.00	.00	.00	.0%
51210 RETIREE HEALTH INS PLAN	52,141	52,141	45,088.61	4,169.00	.00	7,052.39	86.5%
51300 WORKERS COMPENSATION	897,976	867,044	794,790.37	72,253.67	.00	72,253.63	91.7%
51400 AUTO ALLOWANCE	1,050	1,050	952.81	121.15	.00	97.19	90.7%
51420 TOOL AND EQUIPMENT ALLOWANCE	14,250	14,250	13,775.00	.00	.00	475.00	96.7%
51999 YR END GASB,OPEB,COMP AB	0	0	.00	.00	.00	.00	.0%
52000 POSTAGE	3,000	3,000	1,387.15	90.35	.00	1,612.85	46.2%
52110 REPAIR PARTS	190,000	190,000	112,416.90	6,895.55	27,010.28	50,572.82	73.4%
52200 SUBSCRIPTIONS & PUBLS	495	495	.00	.00	.00	495.00	.0%
52300 UNIFORMS	150,000	150,000	123,545.86	16,493.92	30,785.64	-4,331.50	102.9%
52310 TRAINING-WORKSHOP-MTGS	30,000	30,000	15,981.82	3,663.04	.00	14,018.18	53.3%
52330 EDUCATION REIMBURSEMENT	6,500	6,500	.00	.00	.00	6,500.00	.0%
52340 MEMBERSHIPS	10,000	10,000	5,190.00	3,495.00	.00	4,810.00	51.9%
52350 OTHER EXPENSE REIMB	0	0	.00	.00	.00	.00	.0%
52400 MINOR EQUIPMENT	1,202,800	1,450,858	1,108,360.97	354,098.82	168,961.05	173,535.90	88.0%
52510 PUBLIC OUTREACH	7,000	7,000	4,183.95	3,686.01	2,550.00	266.05	96.2%
52610 SUPPLIES SAFETY	79,000	79,000	48,679.80	2,297.73	8,577.45	21,742.75	72.5%
52620 SUPPLIES OTHER	0	0	.00	.00	.00	.00	.0%
52900 MISC SUPPLIES	37,000	37,000	20,531.17	2,422.62	9,285.81	7,183.02	80.6%
53000 SOFTWARE EXPENSE	5,000	5,000	.00	.00	.00	5,000.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
53010 SERVICES PRINTING BINDING	0	0	.00	.00	.00	.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	1,070,212.32	118,944.48	643,709.33	183,390.35	90.3%
53220 SERVICES LEGAL SERVICES	0	0	.00	.00	.00	.00	.0%
53250 ADVERTISING	89,500	104,501	29,250.00	2,685.00	220.00	75,030.50	28.2%
53260 LEGAL ADVOCACY	15,000	15,000	8,529.65	2,196.00	958.00	5,512.35	63.3%
53270 CONSTRUCTION SERVICES	0	0	.00	.00	.00	.00	.0%
53500 BANK CHARGES	37,180	37,180	29,185.14	3,811.66	7,994.86	.00	100.0%
54010 UTILITY EXPENSE-ELECTRIC	110,151	110,151	120,766.85	8,611.13	.00	-10,615.85	109.6%
54020 UTILITY EXPENSE - GAS	2,600	2,600	870.88	128.60	.00	1,729.12	33.5%
54030 UTILITY EXPENSE- WASTEWATER	1,800	1,800	1,530.42	133.20	.00	269.58	85.0%
54040 UTILITY EXPENSE WATER	18,000	18,000	8,450.17	691.47	.00	9,549.83	46.9%
54050 UTIL EXP REFUSE AND DISPOSE	10,700,000	10,640,750	8,732,888.18	889,393.41	1,414,764.73	493,097.09	95.4%
54080 TELEPHONE CHGS	50,000	50,000	44,913.53	6,464.09	.00	5,086.47	89.8%
54090 UNLEADED FUEL	245,000	245,000	179,141.45	11,017.10	57,371.87	8,486.68	96.5%
54200 RECYCLES BUY BACK	2,700,000	2,700,000	1,199,786.69	95,150.65	.00	1,500,213.31	44.4%
54300 GREENWASTE PROCESSING	1,000,000	850,000	725,598.08	82,774.73	74,401.92	50,000.00	94.1%
54355 UTILITY RATE ASSIST CREDIT	0	0	.00	.00	.00	.00	.0%
54400 SUPP WASTE HAULING	1,500,000	1,480,000	1,117,271.16	126,838.37	100,249.18	262,479.66	82.3%
55010 BUILDING MAINT & REPAIR	150,000	150,000	30,639.86	12,348.18	1,332.82	118,027.32	21.3%
55020 EQUIPMENT MAINTENANCE	0	0	.00	.00	.00	.00	.0%
55030 VEHICLE MAINTENANCE	200,000	200,000	137,920.00	17,700.00	46,080.00	16,000.00	92.0%
56030 CAPEX - VEHICLES	0	0	.00	.00	.00	.00	.0%
56040 CAPEX - MACHINERY/EQUIP	515,000	534,300	145,991.32	.00	.00	388,308.68	27.3%
56999 CAPEX - OFFSET	0	0	.00	.00	.00	.00	.0%
57000 RENTALS & LEASES	1,414,235	1,297,942	1,026,012.69	79,690.38	291,692.77	-19,763.46	101.5%
57110 TAXES AND FILING FEES	75,000	75,000	45,776.11	6,448.04	.00	29,223.89	61.0%
57200 BAD DEBT EXPENSE	30,000	30,000	-3,510.25	.00	.00	33,510.25	-11.7%
57500 PRINCIPAL PAYMENTS	1,928,565	1,928,565	1,928,564.50	720,056.00	.00	.50	100.0%
57510 INTEREST & PENALTIES EXPENSE	174,885	174,885	147,280.14	48,537.74	.00	27,604.86	84.2%
57530 COSTS OF ISSUANCE - DEBT	0	0	.00	.00	.00	.00	.0%
57800 FOR CONTINGENCIES	0	0	.00	.00	.00	.00	.0%
57850 RESERVE APPROP. SAL ADJ	0	0	.00	.00	.00	.00	.0%
57900 DEPRECIATION EXPENSE	0	0	.00	.00	.00	.00	.0%
58400 LIABILITY CLAIMS EXPENSE	0	0	.00	.00	.00	.00	.0%
59000 TRANSFERS OUT	50,000	50,000	8,739.79	3,497.84	.00	41,260.21	17.5%
59010 INFRASTRUCTURE USE FEE	0	0	.00	.00	.00	.00	.0%
59100 CUSTOMER BILLING CHARGES	912,584	912,584	836,535.37	76,048.67	.00	76,048.63	91.7%
59200 IT & DATA PROCESSING CHGS	1,777,675	1,705,682	1,563,541.76	142,140.16	.00	142,140.24	91.7%
59300 LIABILITY INSURANCE CHGS	793,645	800,761	735,808.12	66,891.68	.00	64,952.88	91.9%
59400 TELEPHONE CHGS HIPC	38,318	38,318	35,124.87	3,193.17	.00	3,193.13	91.7%
59500 FLEET EQUIP MAINT ISF CHG	4,171,212	4,140,900	3,414,310.20	387,349.12	.00	726,589.80	82.5%
59600 INDIRECT PRORATED CST CHG	1,786,879	1,786,879	1,637,972.49	148,906.59	.00	148,906.51	91.7%
59700 FACILITY CHG MAINTENANCE	125,453	137,190	114,998.51	10,454.41	.00	22,191.29	83.8%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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	77,947.14	58,052.86	.00	.86	100.0%
60130 LEASE CLEARING (LESSEE) GASB8	0	0	.00	.00	.00	.00	.0%
60134 INTEREST EXPENSE - GASB87	0	0	.00	.00	.00	.00	.0%
60140 SUBSCRIPTION CLEARING GASB96	0	0	.00	.00	.00	.00	.0%
60144 INTEREST EXPENSE - GASB96	0	0	.00	.00	.00	.00	.0%
60200 CAPITAL ASSET OFFSET	0	0	-145,991.32	.00	.00	145,991.32	100.0%
60240 UNREALIZED GAIN(LOSS) FMV OFF	0	0	.00	.00	.00	.00	.0%
60300 INTERFUND ADVANCE OFFSET	0	0	.00	.00	.00	.00	.0%
60400 DEPRECIATION EXPENSE	0	0	.00	.00	.00	.00	.0%
60410 AMORTIZATION EXPENSE	0	0	.00	.00	.00	.00	.0%
60500 DEBT OFFSET	0	0	-1,944,094.56	-720,056.00	.00	1,944,094.56	100.0%
60600 GASB/YR END - PNSN OPEB COMPA	0	0	.00	.00	.00	.00	.0%
TOTAL SOLID WASTE OPERATING FUND	57,956,632	62,702,621	47,677,910.89	5,600,224.28	2,885,945.71	12,138,764.32	80.6%
632 SOLID WASTE CIP FUND							
53200 PROF SERVICES - OTHER	0	310,638	14,188.88	38.49	274.65	296,174.54	4.7%
53270 CONSTRUCTION SERVICES	0	3,705,500	387,626.11	.00	1,067,693.74	2,250,180.62	39.3%
56010 CAPEX - BUILDINGS	0	0	.00	.00	.00	.00	.0%
56040 CAPEX - MACHINERY/EQUIP	0	289,312	.00	.00	.00	289,311.95	.0%
56888 LIFE TO DATE COSTS (END FY22)	0	0	.00	.00	.00	.00	.0%
57800 FOR CONTINGENCIES	0	502,500	.00	.00	.00	502,500.00	.0%
59000 TRANSFERS OUT	0	177,447	50,014.16	178.54	.00	127,433.05	28.2%
TOTAL SOLID WASTE CIP FUND	0	4,985,398	451,829.15	217.03	1,067,968.39	3,465,600.16	30.5%
633 SOLID WASTE 2021 EQ LSE BOND							
53200 PROF SERVICES - OTHER	0	0	.00	.00	.00	.00	.0%
53270 CONSTRUCTION SERVICES	0	0	.00	.00	.00	.00	.0%
56050 CAPEX - INFRASTRUCTURE	0	0	.00	.00	.00	.00	.0%
56999 CAPEX - OFFSET	0	0	.00	.00	.00	.00	.0%
57500 PRINCIPAL PAYMENTS	0	0	.00	.00	.00	.00	.0%
57510 INTEREST & PENALTIES EXPENSE	0	0	.00	.00	.00	.00	.0%
57530 COSTS OF ISSUANCE - DEBT	0	0	.00	.00	.00	.00	.0%
59000 TRANSFERS OUT	0	0	.00	.00	.00	.00	.0%
59600 INDIRECT PRORATED CST CHG	0	0	.00	.00	.00	.00	.0%
59800 TRANSFERS OUT - CIP	0	0	.00	.00	.00	.00	.0%

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TOTAL SOLID WASTE 2021 EQ LSE BON	0	0	.00	.00	.00	.00	.0%
634 SOLID WASTE DEVELOPER FEE FUND							
52400 MINOR EQUIPMENT	0	0	.00	.00	.00	.00	.0%
56030 CAPEX - VEHICLES	0	0	.00	.00	.00	.00	.0%
56040 CAPEX - MACHINERY/EQUIP	0	0	.00	.00	.00	.00	.0%
60240 UNREALIZED GAIN(LOSS) FMV OFF	0	0	.00	.00	.00	.00	.0%
TOTAL SOLID WASTE DEVELOPER FEE F	0	0	.00	.00	.00	.00	.0%
638 SOLID WASTE SEC - CONT PREV FU							
53200 PROF SERVICES - OTHER	163,000	163,000	149,923.03	14,825.03	13,076.97	.00	100.0%
56040 CAPEX - MACHINERY/EQUIP	0	0	.00	.00	.00	.00	.0%
57200 BAD DEBT EXPENSE	0	0	.00	.00	.00	.00	.0%
59000 TRANSFERS OUT	0	0	.00	.00	.00	.00	.0%
59800 TRANSFERS OUT - CIP	0	299,350	.00	.00	.00	299,350.00	.0%
60240 UNREALIZED GAIN(LOSS) FMV OFF	0	0	.00	.00	.00	.00	.0%
TOTAL SOLID WASTE SEC - CONT PREV	163,000	462,350	149,923.03	14,825.03	13,076.97	299,350.00	35.3%
641 PERFORMING ARTS CENTER FUND							
50000 SALARIES - REGULAR	0	0	.00	.00	.00	.00	.0%
50100 SALARIES - TEMPORARY	0	0	.00	.00	.00	.00	.0%
50200 OVERTIME WAGES	0	0	.00	.00	.00	.00	.0%
50300 ACCRUED SALARY & BENEFITS	0	0	.00	.00	.00	.00	.0%
51000 CALPERS PENSION NORMAL COST	0	0	.00	.00	.00	.00	.0%
51010 CALPERS PENSION UAL	0	0	.00	.00	.00	.00	.0%
51030 RETIREMENT ENHANCEMENT PLAN	0	0	.00	.00	.00	.00	.0%
51160 CITY PAID EMPLOYEE BENEFITS	0	0	.00	.00	.00	.00	.0%
51300 WORKERS COMPENSATION	0	0	.00	.00	.00	.00	.0%
51400 AUTO ALLOWANCE	0	0	.00	.00	.00	.00	.0%
52000 POSTAGE	0	0	.00	.00	.00	.00	.0%
52300 UNIFORMS	0	0	.00	.00	.00	.00	.0%
52310 TRAINING-WORKSHOP-MTGS	0	0	.00	.00	.00	.00	.0%
52320 MILEAGE REIMBURSEMENTS	0	0	.00	.00	.00	.00	.0%

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52340 MEMBERSHIPS	0	0	.00	.00	.00	.00	.0%
52400 MINOR EQUIPMENT	0	0	.00	.00	.00	.00	.0%
52600 SUPPLIES CUSTODIAL	0	0	.00	.00	.00	.00	.0%
52620 SUPPLIES OTHER	0	0	.00	.00	.00	.00	.0%
52900 MISC SUPPLIES	0	0	.00	.00	.00	.00	.0%
53010 SERVICES PRINTING BINDING	0	0	.00	.00	.00	.00	.0%
53020 INTERNAL PHOTOCOPING COSTS	0	0	.00	.00	.00	.00	.0%
53200 PROF SERVICES - OTHER	0	0	.00	.00	.00	.00	.0%
53250 ADVERTISING	0	0	.00	.00	.00	.00	.0%
54010 UTILITY EXPENSE-ELECTRIC	72,000	72,000	.00	.00	.00	72,000.00	.0%
54020 UTILITY EXPENSE - GAS	0	0	.00	.00	.00	.00	.0%
54030 UTILITY EXPENSE- WASTEWATER	4,588	4,588	1,771.79	198.73	.00	2,816.21	38.6%
54040 UTILITY EXPENSE WATER	10,493	10,493	8,825.73	754.73	.00	1,667.27	84.1%
54050 UTIL EXP REFUSE AND DISPOSE	21,336	21,336	21,017.15	1,866.29	.00	318.85	98.5%
54060 OTHER UTILITIES	0	0	.00	.00	.00	.00	.0%
54080 TELEPHONE CHGS	0	0	.00	.00	.00	.00	.0%
55010 BUILDING MAINT & REPAIR	120,857	120,857	10,426.63	112.36	68,636.77	41,793.60	65.4%
55020 EQUIPMENT MAINTENANCE	0	0	.00	.00	.00	.00	.0%
55030 VEHICLE MAINTENANCE	0	0	.00	.00	.00	.00	.0%
57000 RENTALS & LEASES	0	0	.00	.00	.00	.00	.0%
57110 TAXES AND FILING FEES	200	200	.00	.00	.00	200.00	.0%
57900 DEPRECIATION EXPENSE	0	0	.00	.00	.00	.00	.0%
59200 IT & DATA PROCESSING CHGS	0	0	.00	.00	.00	.00	.0%
59300 LIABILITY INSURANCE CHGS	0	0	.00	.00	.00	.00	.0%
59400 TELEPHONE CHGS HIPC	0	0	.00	.00	.00	.00	.0%
59500 FLEET EQUIP MAINT ISF CHG	0	0	.00	.00	.00	.00	.0%
59600 INDIRECT PRORATED CST CHG	0	0	.00	.00	.00	.00	.0%
60400 DEPRECIATION EXPENSE	0	0	.00	.00	.00	.00	.0%
TOTAL PERFORMING ARTS CENTER FUND	229,474	229,474	42,041.30	2,932.11	68,636.77	118,795.93	48.2%
651 GOLF COURSE OPERATING FUND							
50000 SALARIES - REGULAR	26,173	26,173	21,896.62	2,387.22	.00	4,276.38	83.7%
50100 SALARIES - TEMPORARY	0	0	.00	.00	.00	.00	.0%
50168 LEAVE BANK CASH OUT	0	0	.00	.00	.00	.00	.0%
50200 OVERTIME WAGES	0	0	.00	.00	.00	.00	.0%
50300 ACCRUED SALARY & BENEFITS	0	0	.00	.00	.00	.00	.0%
51000 CALPERS PENSION NORMAL COST	2,725	2,725	2,115.41	248.52	.00	609.59	77.6%
51010 CALPERS PENSION UAL	1,632	1,632	1,496.00	136.00	.00	136.00	91.7%
51030 RETIREMENT ENHANCEMENT PLAN	0	0	.00	.00	.00	.00	.0%
51160 CITY PAID EMPLOYEE BENEFITS	5,134	5,134	4,226.97	422.97	.00	907.03	82.3%

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51161 DEFERRED COMPENSATION	0	0	.00	.00	.00	.00	.0%
51162 EMPLOYEE HEALTH INSURANCE	0	0	.00	.00	.00	.00	.0%
51163 LIFE INSURANCE	0	0	.00	.00	.00	.00	.0%
51164 LONG TERM DISABILITY	0	0	.00	.00	.00	.00	.0%
51165 MEDICARE	0	0	.00	.00	.00	.00	.0%
51166 POST EMPLOYMENT INSURANCE	0	0	.00	.00	.00	.00	.0%
51167 UNEMPLOYMENT INSURANCE	0	0	.00	.00	.00	.00	.0%
51300 WORKERS COMPENSATION	1,460	1,460	1,338.37	121.67	.00	121.63	91.7%
51999 YR END GASB,OPEB,COMP AB	0	0	.00	.00	.00	.00	.0%
52000 POSTAGE	0	0	.00	.00	.00	.00	.0%
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	5,025,096	2,607,937.20	.00	26,827.91	2,390,330.89	52.4%
53210 SERVICES AUDIT	10,000	10,000	20,000.00	.00	.00	-10,000.00	200.0%
53220 SERVICES LEGAL SERVICES	0	0	.00	.00	.00	.00	.0%
53270 CONSTRUCTION SERVICES	0	0	.00	.00	.00	.00	.0%
53500 BANK CHARGES	106,517	106,517	143,665.01	13,506.51	.00	-37,148.01	134.9%
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%
56030 CAPEX - VEHICLES	0	0	.00	.00	.00	.00	.0%
56040 CAPEX - MACHINERY/EQUIP	100,000	74,124	.00	.00	.00	74,124.00	.0%
56050 CAPEX - INFRASTRUCTURE	0	0	.00	.00	.00	.00	.0%
56999 CAPEX - OFFSET	0	0	.00	.00	.00	.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%
57530 COSTS OF ISSUANCE - DEBT	0	0	.00	.00	.00	.00	.0%
57850 RESERVE APPROP. SAL ADJ	0	0	.00	.00	.00	.00	.0%
57900 DEPRECIATION EXPENSE	0	0	.00	.00	.00	.00	.0%
58100 GENERAL LIABILITY INSURANCE	126,000	126,000	71,841.90	.00	.00	54,158.10	57.0%
59000 TRANSFERS OUT	0	0	.00	.00	.00	.00	.0%
59200 IT & DATA PROCESSING CHGS	1,353	1,353	1,240.25	112.75	.00	112.75	91.7%
59300 LIABILITY INSURANCE CHGS	1,391	1,391	1,275.12	115.92	.00	115.88	91.7%
59400 TELEPHONE CHGS HIPC	10,962	10,962	10,048.50	913.50	.00	913.50	91.7%
59600 INDIRECT PRORATED CST CHG	48,464	48,464	44,425.37	4,038.67	.00	4,038.63	91.7%
59700 FACILITY CHG MAINTENANCE	0	0	.00	.00	.00	.00	.0%
59800 TRANSFERS OUT - CIP	0	588,786	34,776.09	.00	.00	554,010.23	5.9%
60200 CAPITAL ASSET OFFSET	0	0	.00	.00	.00	.00	.0%
60300 INTERFUND ADVANCE OFFSET	0	0	-144,646.56	.00	.00	144,646.56	100.0%
60400 DEPRECIATION EXPENSE	0	0	.00	.00	.00	.00	.0%

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60600 GASB/YR END - PNSN OPEB COMPA	0	0	.00	.00	.00	.00	.0%
TOTAL GOLF COURSE OPERATING FUND	5,777,021	7,297,206	3,643,571.07	22,003.73	26,827.91	3,626,807.34	50.3%
652 GOLF COURSE CIP FUND							
53200 PROF SERVICES - OTHER	0	157,236	30,393.96	2,660.00	97,115.61	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%
56040 CAPEX - MACHINERY/EQUIP	0	0	.00	.00	.00	.00	.0%
59000 TRANSFERS OUT	0	95,000	11,577.89	3,610.40	.00	83,422.11	12.2%
TOTAL GOLF COURSE CIP FUND	0	1,188,786	41,971.85	6,270.40	97,115.61	1,049,698.86	11.7%
701 PUBLIC LIAB & PROP INSUR ISF							
50000 SALARIES - REGULAR	186,624	186,624	148,062.93	19,367.15	.00	38,561.07	79.3%
50100 SALARIES - TEMPORARY	0	0	.00	.00	.00	.00	.0%
50168 LEAVE BANK CASH OUT	0	0	.00	.00	.00	.00	.0%
50200 OVERTIME WAGES	0	0	33.58	33.58	.00	-33.58	100.0%
50900 VACANCY SAVINGS	0	0	.00	.00	.00	.00	.0%
51000 CALPERS PENSION NORMAL COST	18,227	18,227	15,369.39	2,016.16	.00	2,857.61	84.3%
51010 CALPERS PENSION UAL	16,869	16,869	15,463.25	1,405.75	.00	1,405.75	91.7%
51030 RETIREMENT ENHANCEMENT PLAN	33,181	33,181	15,239.55	1,991.53	.00	17,941.45	45.9%
51160 CITY PAID EMPLOYEE BENEFITS	46,991	46,991	34,068.60	4,568.04	.00	12,922.40	72.5%
51161 DEFERRED COMPENSATION	0	0	.00	.00	.00	.00	.0%
51162 EMPLOYEE HEALTH INSURANCE	0	0	.00	.00	.00	.00	.0%
51163 LIFE INSURANCE	0	0	.00	.00	.00	.00	.0%
51164 LONG TERM DISABILITY	0	0	.00	.00	.00	.00	.0%
51165 MEDICARE	0	0	.00	.00	.00	.00	.0%
51166 POST EMPLOYMENT INSURANCE	0	0	.00	.00	.00	.00	.0%
51167 UNEMPLOYMENT INSURANCE	0	0	.00	.00	.00	.00	.0%
51300 WORKERS COMPENSATION	10,323	10,323	9,462.75	860.25	.00	860.25	91.7%
51400 AUTO ALLOWANCE	210	210	189.32	24.23	.00	20.68	90.2%
51999 YR END GASB,OPEB,COMP AB	0	0	.00	.00	.00	.00	.0%
52000 POSTAGE	33	33	.00	.00	.00	33.00	.0%
52200 SUBSCRIPTIONS & PUBLS	275	275	.00	.00	.00	275.00	.0%
52310 TRAINING-WORKSHOP-MTGS	500	500	.00	.00	.00	500.00	.0%
52320 MILEAGE REIMBURSEMENTS	300	300	.00	.00	.00	300.00	.0%
52340 MEMBERSHIPS	0	0	.00	.00	.00	.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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	232,774.17	17,239.67	38,338.83	-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%
53500 BANK CHARGES	0	0	.00	.00	.00	.00	.0%
54060 OTHER UTILITIES	0	0	.00	.00	.00	.00	.0%
55010 BUILDING MAINT & REPAIR	3,324	3,324	.00	.00	.00	3,324.00	.0%
56000 CAPEX - LAND EASEMENTS	0	0	.00	.00	.00	.00	.0%
56999 CAPEX - OFFSET	0	0	.00	.00	.00	.00	.0%
57200 BAD DEBT EXPENSE	0	0	.00	.00	.00	.00	.0%
57850 RESERVE APPROP. SAL ADJ	0	0	.00	.00	.00	.00	.0%
57900 DEPRECIATION EXPENSE	0	0	.00	.00	.00	.00	.0%
57999 YEAR END: GASB68 / OPEB ETC.	0	0	.00	.00	.00	.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	.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	3,876,739.97	708,374.95	.00	-1,376,739.97	155.1%
58500 WORKERS COMP CLAIMS	316,768	316,768	.00	.00	.00	316,768.00	.0%
59200 IT & DATA PROCESSING CHGS	0	0	.00	.00	.00	.00	.0%
59300 LIABILITY INSURANCE CHGS	15,622	15,622	14,320.13	1,301.83	.00	1,301.87	91.7%
59400 TELEPHONE CHGS HIPC	0	0	.00	.00	.00	.00	.0%
59600 INDIRECT PRORATED CST CHG	93,938	93,938	86,109.87	7,828.17	.00	7,828.13	91.7%
60100 GASB/YR END - WC/LIAB CLAIMS	0	0	.00	.00	.00	.00	.0%
60200 CAPITAL ASSET OFFSET	0	0	.00	.00	.00	.00	.0%
60400 DEPRECIATION EXPENSE	0	0	.00	.00	.00	.00	.0%
60600 GASB/YR END - PNSN OPEB COMPA	0	0	.00	.00	.00	.00	.0%
TOTAL PUBLIC LIAB & PROP INSUR IS	8,575,923	8,575,923	8,591,378.01	765,011.31	40,853.83	-56,308.84	100.7%

702 WORKERS COMP INSUR ISF

50000 SALARIES - REGULAR	493,337	493,337	360,784.84	47,460.62	.00	132,552.16	73.1%
50168 LEAVE BANK CASH OUT	0	0	.00	.00	.00	.00	.0%
50200 OVERTIME WAGES	0	0	.00	.00	.00	.00	.0%
50300 ACCRUED SALARY & BENEFITS	0	0	.00	.00	.00	.00	.0%
50900 VACANCY SAVINGS	0	0	.00	.00	.00	.00	.0%
51000 CALPERS PENSION NORMAL COST	51,356	51,356	37,488.23	4,940.61	.00	13,867.77	73.0%
51010 CALPERS PENSION UAL	42,989	42,989	39,406.62	3,582.42	.00	3,582.38	91.7%
51030 RETIREMENT ENHANCEMENT PLAN	13,649	13,649	12,191.23	1,593.15	.00	1,457.77	89.3%
51160 CITY PAID EMPLOYEE BENEFITS	109,149	109,149	75,109.31	9,606.63	.00	34,039.69	68.8%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
51161 DEFERRED COMPENSATION	0	0	.00	.00	.00	.00	.0%
51162 EMPLOYEE HEALTH INSURANCE	0	0	.00	.00	.00	.00	.0%
51163 LIFE INSURANCE	0	0	.00	.00	.00	.00	.0%
51164 LONG TERM DISABILITY	0	0	.00	.00	.00	.00	.0%
51165 MEDICARE	0	0	.00	.00	.00	.00	.0%
51166 POST EMPLOYMENT INSURANCE	0	0	.00	.00	.00	.00	.0%
51167 UNEMPLOYMENT INSURANCE	0	0	.00	.00	.00	.00	.0%
51210 RETIREE HEALTH INS PLAN	1,682	1,682	1,454.45	134.48	.00	227.55	86.5%
51300 WORKERS COMPENSATION	21,715	21,715	19,905.38	1,809.58	.00	1,809.62	91.7%
51400 AUTO ALLOWANCE	210	210	189.40	24.23	.00	20.60	90.2%
51999 YR END GASB,OPEB,COMP AB	0	0	.00	.00	.00	.00	.0%
52000 POSTAGE	63	63	55.13	.00	.00	7.87	87.5%
52200 SUBSCRIPTIONS & PUBLS	0	0	.00	.00	.00	.00	.0%
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%
52330 EDUCATION REIMBURSEMENT	0	0	.00	.00	.00	.00	.0%
52340 MEMBERSHIPS	0	0	.00	.00	.00	.00	.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%
53010 SERVICES PRINTING BINDING	0	0	.00	.00	.00	.00	.0%
53020 INTERNAL PHOTOCOPING COSTS	400	400	.00	.00	.00	400.00	.0%
53200 PROF SERVICES - OTHER	328,000	328,000	198,809.74	95.00	116,439.30	12,750.96	96.1%
53500 BANK CHARGES	0	0	.00	.00	.00	.00	.0%
54030 UTILITY EXPENSE- WASTEWATER	0	0	.00	.00	.00	.00	.0%
54080 TELEPHONE CHGS	0	0	1,207.60	129.54	.00	-1,207.60	100.0%
56040 CAPEX - MACHINERY/EQUIP	0	0	.00	.00	.00	.00	.0%
57110 TAXES AND FILING FEES	475,000	475,000	145,448.38	.00	.00	329,551.62	30.6%
57850 RESERVE APPROP. SAL ADJ	0	0	.00	.00	.00	.00	.0%
58050 LOSS CONTROL ACTIVITIES	175,000	175,000	29,670.14	606.84	79,145.00	66,184.86	62.2%
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	4,937,624.74	255,845.53	29,945.00	2,295,743.26	68.4%
59200 IT & DATA PROCESSING CHGS	0	0	.00	.00	.00	.00	.0%
59300 LIABILITY INSURANCE CHGS	36,572	36,572	33,524.37	3,047.67	.00	3,047.63	91.7%
59400 TELEPHONE CHGS HIPC	0	0	.00	.00	.00	.00	.0%
59600 INDIRECT PRORATED CST CHG	229,099	229,099	210,007.38	19,091.58	.00	19,091.62	91.7%
59700 FACILITY CHG MAINTENANCE	0	0	.00	.00	.00	.00	.0%
60100 GASB/YR END - WC/LIAB CLAIMS	0	0	.00	.00	.00	.00	.0%
60600 GASB/YR END - PNSN OPEB COMPA	0	0	.00	.00	.00	.00	.0%
TOTAL WORKERS COMP INSUR ISF	9,917,981	9,917,981	6,743,089.92	347,967.88	225,819.38	2,949,071.70	70.3%

725 CUSTOMER BILLING OPS ISF

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725	CUSTOMER BILLING OPS ISF	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50000	SALARIES - REGULAR	917,673	917,673	750,369.28	104,047.04	.00	167,303.72	81.8%
50100	SALARIES - TEMPORARY	0	0	16,714.75	.00	.00	-16,714.75	100.0%
50168	LEAVE BANK CASH OUT	0	0	.00	.00	.00	.00	.0%
50200	OVERTIME WAGES	0	0	1,077.52	679.58	.00	-1,077.52	100.0%
50300	ACCRUED SALARY & BENEFITS	0	0	.00	.00	.00	.00	.0%
50900	VACANCY SAVINGS	0	0	.00	.00	.00	.00	.0%
51000	CALPERS PENSION NORMAL COST	95,530	95,530	77,576.27	10,831.29	.00	17,953.73	81.2%
51010	CALPERS PENSION UAL	145,781	145,781	133,632.51	12,148.41	.00	12,148.49	91.7%
51030	RETIREMENT ENHANCEMENT PLAN	50,844	50,844	36,899.24	4,849.60	.00	13,944.76	72.6%
51040	EARLY RETIREMENT INCENTIVE	0	0	.00	.00	.00	.00	.0%
51160	CITY PAID EMPLOYEE BENEFITS	340,217	340,217	277,522.11	37,272.01	.00	62,694.89	81.6%
51161	DEFERRED COMPENSATION	0	0	.00	.00	.00	.00	.0%
51162	EMPLOYEE HEALTH INSURANCE	0	0	.00	.00	.00	.00	.0%
51163	LIFE INSURANCE	0	0	.00	.00	.00	.00	.0%
51164	LONG TERM DISABILITY	0	0	.00	.00	.00	.00	.0%
51165	MEDICARE	0	0	.00	.00	.00	.00	.0%
51166	POST EMPLOYMENT INSURANCE	0	0	.00	.00	.00	.00	.0%
51167	UNEMPLOYMENT INSURANCE	0	0	.00	.00	.00	.00	.0%
51210	RETIREE HEALTH INS PLAN	6,167	6,167	5,333.05	493.11	.00	833.95	86.5%
51300	WORKERS COMPENSATION	50,919	50,919	46,675.75	4,243.25	.00	4,243.25	91.7%
51400	AUTO ALLOWANCE	2,625	2,625	2,423.03	302.89	.00	201.97	92.3%
51999	YR END GASB,OPEB,COMP AB	0	0	.00	.00	.00	.00	.0%
52000	POSTAGE	238,560	238,560	207,439.98	18,245.50	34,518.76	-3,398.74	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	1,000.00	1,000.00	.00	1,000.00	50.0%
52620	SUPPLIES OTHER	165	165	.00	.00	.00	165.00	.0%
52900	MISC SUPPLIES	5,000	5,000	3,099.93	533.30	1,464.13	435.94	91.3%
53010	SERVICES PRINTING BINDING	74,258	74,258	43,637.94	3,789.73	22,636.07	7,983.99	89.2%
53020	INTERNAL PHOTOCOPING COSTS	4,815	4,815	3,101.72	203.29	201.81	1,511.47	68.6%
53200	PROF SERVICES - OTHER	68,959	68,959	36,586.62	4,000.12	28,143.16	4,229.22	93.9%
53500	BANK CHARGES	475,860	475,860	311,814.12	31,201.95	52,186.04	111,859.84	76.5%
54080	TELEPHONE CHGS	551	551	566.68	50.73	.00	-15.68	102.8%
55020	EQUIPMENT MAINTENANCE	52,662	52,662	.00	.00	.00	52,662.00	.0%
55030	VEHICLE MAINTENANCE	0	0	.00	.00	.00	.00	.0%
57300	LEASE PMT CAP GROWTH FEES	29,286	29,286	29,286.00	23,316.25	.00	.00	100.0%
57850	RESERVE APPROP. SAL ADJ	0	0	.00	.00	.00	.00	.0%
59200	IT & DATA PROCESSING CHGS	120,542	120,542	110,496.87	10,045.17	.00	10,045.13	91.7%
59300	LIABILITY INSURANCE CHGS	77,054	77,054	70,632.87	6,421.17	.00	6,421.13	91.7%
59400	TELEPHONE CHGS HIPC	19,980	19,980	18,315.00	1,665.00	.00	1,665.00	91.7%
59600	INDIRECT PRORATED CST CHG	194,039	194,039	177,869.12	16,169.92	.00	16,169.88	91.7%
59700	FACILITY CHG MAINTENANCE	45,245	49,478	41,474.62	3,770.42	.00	8,003.29	83.8%
60600	GASB/YR END - PNSN OPEB COMPA	0	0	.00	.00	.00	.00	.0%
TOTAL CUSTOMER BILLING OPS ISF		3,043,732	3,047,965	2,411,855.01	295,279.73	139,484.94	496,624.96	83.7%

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731	INFORMATION TECHNOLOGY ISF	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
731 INFORMATION TECHNOLOGY ISF								
50000	SALARIES - REGULAR	4,185,991	4,185,991	1,782,362.78	285,157.74	.00	2,403,628.22	42.6%
50100	SALARIES - TEMPORARY	65,420	65,420	115,108.75	6,590.00	.00	-49,688.75	176.0%
50168	LEAVE BANK CASH OUT	0	0	.00	.00	.00	.00	.0%
50200	OVERTIME WAGES	50,000	50,000	63,782.90	6,999.62	.00	-13,782.90	127.6%
50300	ACCRUED SALARY & BENEFITS	0	0	.00	.00	.00	.00	.0%
50900	VACANCY SAVINGS	0	0	.00	.00	.00	.00	.0%
51000	CALPERS PENSION NORMAL COST	421,521	421,521	181,927.08	29,407.36	.00	239,593.92	43.2%
51010	CALPERS PENSION UAL	380,912	380,912	349,169.26	31,742.66	.00	31,742.74	91.7%
51030	RETIREMENT ENHANCEMENT PLAN	84,262	84,262	76,078.36	9,897.98	.00	8,183.64	90.3%
51160	CITY PAID EMPLOYEE BENEFITS	1,007,129	1,007,129	457,026.21	69,565.05	.00	550,102.79	45.4%
51161	DEFERRED COMPENSATION	0	0	.00	.00	.00	.00	.0%
51162	EMPLOYEE HEALTH INSURANCE	0	0	.00	.00	.00	.00	.0%
51163	LIFE INSURANCE	0	0	.00	.00	.00	.00	.0%
51164	LONG TERM DISABILITY	0	0	.00	.00	.00	.00	.0%
51165	MEDICARE	0	0	.00	.00	.00	.00	.0%
51166	POST EMPLOYMENT INSURANCE	0	0	.00	.00	.00	.00	.0%
51167	UNEMPLOYMENT INSURANCE	0	0	.00	.00	.00	.00	.0%
51210	RETIREE HEALTH INS PLAN	12,334	12,334	10,666.13	986.22	.00	1,667.87	86.5%
51300	WORKERS COMPENSATION	233,656	233,656	214,184.74	19,471.34	.00	19,471.26	91.7%
51400	AUTO ALLOWANCE	4,200	4,200	3,069.26	484.62	.00	1,130.74	73.1%
51999	YR END GASB,OPEB,COMP AB	0	0	.00	.00	.00	.00	.0%
52000	POSTAGE	0	0	5.04	.00	.00	-5.04	100.0%
52200	SUBSCRIPTIONS & PUBLS	0	0	.00	.00	.00	.00	.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	392,572.34	206,541.68	244,597.67	-531,170.01	601.1%
52620	SUPPLIES OTHER	0	0	.00	.00	.00	.00	.0%
52900	MISC SUPPLIES	0	0	46,658.47	3,458.81	12,678.78	-59,337.25	100.0%
53000	SOFTWARE EXPENSE	0	0	826,062.60	1,600.07	80,121.90	-906,184.50	100.0%
53001	SOFTWARE SUBSCRIPTION	50,000	210,110	1,790,899.64	245,601.39	556,924.74	-2,137,714.38	1117.4%
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	20,956.50	4,366.57	.00	404,043.50	4.9%
53010	SERVICES PRINTING BINDING	0	0	.00	.00	.00	.00	.0%
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	297,699.69	28,938.17	609,521.48	3,347,373.83	21.3%
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%
54030	UTILITY EXPENSE- WASTEWATER	0	0	.00	.00	.00	.00	.0%

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54070 INTERNET CHARGES	123,540	123,540	100,467.01	16,209.09	43,200.00	-20,127.01	116.3%
54080 TELEPHONE CHGS	615,300	615,300	356,657.19	46,351.22	4,100.31	254,542.50	58.6%
55020 EQUIPMENT MAINTENANCE	0	0	3,595.00	.00	.00	-3,595.00	100.0%
56030 CAPEX - VEHICLES	0	0	.00	.00	.00	.00	.0%
56040 CAPEX - MACHINERY/EQUIP	0	100,000	62,948.88	.00	37,051.12	.00	100.0%
56050 CAPEX - INFRASTRUCTURE	0	0	.00	.00	.00	.00	.0%
56999 CAPEX - OFFSET	0	0	.00	.00	.00	.00	.0%
57000 RENTALS & LEASES	0	24,000	18,361.30	1,758.66	5,817.74	-179.04	100.7%
57500 PRINCIPAL PAYMENTS	0	0	.00	.00	.00	.00	.0%
57510 INTEREST & PENALTIES EXPENSE	0	0	.00	.00	.00	.00	.0%
57800 FOR CONTINGENCIES	500,000	0	.00	.00	.00	.00	.0%
57850 RESERVE APPROP. SAL ADJ	0	0	.00	.00	.00	.00	.0%
57900 DEPRECIATION EXPENSE	0	0	.00	.00	.00	.00	.0%
59000 TRANSFERS OUT	0	0	.00	.00	.00	.00	.0%
59200 IT & DATA PROCESSING CHGS	0	0	.00	.00	.00	.00	.0%
59300 LIABILITY INSURANCE CHGS	220,304	220,304	201,945.37	18,358.67	.00	18,358.63	91.7%
59500 FLEET EQUIP MAINT ISF CHG	1,441	1,441	3,156.18	330.46	.00	-1,715.18	219.0%
59600 INDIRECT PRORATED CST CHG	330,971	330,971	303,390.01	27,580.91	.00	27,580.99	91.7%
59700 FACILITY CHG MAINTENANCE	99,761	109,094	91,447.62	8,313.42	.00	17,646.55	83.8%
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%
60140 SUBSCRIPTION CLEARING GASB96	0	0	.00	.00	.00	.00	.0%
60141 SUBSCRIPTION EXPENSE - GASB96	0	0	.00	.00	.00	.00	.0%
60142 PRINCIPAL PMTS - SUBSCRIPTION	0	0	.00	.00	.00	.00	.0%
60143 IMPLEMENT STAGE OUTLAY GASB96	0	0	.00	.00	.00	.00	.0%
60144 INTEREST EXPENSE - GASB96	0	0	.00	.00	.00	.00	.0%
60150 PROJECT CLEARING GASB87/96	0	0	.00	.00	.00	.00	.0%
60200 CAPITAL ASSET OFFSET	0	0	-62,948.88	.00	.00	62,948.88	100.0%
60400 DEPRECIATION EXPENSE	0	0	.00	.00	.00	.00	.0%
60410 AMORTIZATION EXPENSE	0	0	.00	.00	.00	.00	.0%
60600 GASB/YR END - PNSN OPEB COMPA	0	0	.00	.00	.00	.00	.0%
TOTAL INFORMATION TECHNOLOGY ISF	13,183,523	13,546,454	7,844,962.45	1,069,711.71	1,594,013.74	4,107,477.45	69.7%

732 IT CAPITAL

52400 MINOR EQUIPMENT	0	0	.00	.00	.00	.00	.0%
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%
56040 CAPEX - MACHINERY/EQUIP	0	0	.00	.00	.00	.00	.0%
56050 CAPEX - INFRASTRUCTURE	0	104,217	4,384.11	265.00	33,579.36	66,254.00	36.4%
56888 LIFE TO DATE COSTS (END FY22)	0	0	.00	.00	.00	.00	.0%

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FOR 2024 11

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL IT CAPITAL	0	335,642	4,384.11	265.00	33,579.36	297,678.70	11.3%
735 FACILITIES MAINTENANCE ISF							
50000 SALARIES - REGULAR	2,302,957	2,149,266	1,876,784.01	250,605.70	.00	272,481.99	87.3%
50100 SALARIES - TEMPORARY	32,000	4,000	8.48	.00	.00	3,991.52	.2%
50168 LEAVE BANK CASH OUT	0	0	.00	.00	.00	.00	.0%
50200 OVERTIME WAGES	35,000	35,000	33,825.47	3,882.39	.00	1,174.53	96.6%
50300 ACCRUED SALARY & BENEFITS	0	0	.00	.00	.00	.00	.0%
50410 WORKERS COMP SALARY CONTINUE	0	0	3,811.77	.00	.00	-3,811.77	100.0%
50500 MISC PAYROLL EXPENSE	0	0	.00	.00	.00	.00	.0%
50900 VACANCY SAVINGS	0	0	.00	.00	.00	.00	.0%
51000 CALPERS PENSION NORMAL COST	247,360	233,580	192,364.68	25,844.32	.00	41,215.32	82.4%
51010 CALPERS PENSION UAL	386,790	386,790	354,557.50	32,232.50	.00	32,232.50	91.7%
51030 RETIREMENT ENHANCEMENT PLAN	221,097	221,097	199,028.40	26,072.38	.00	22,068.60	90.0%
51160 CITY PAID EMPLOYEE BENEFITS	828,189	772,885	629,163.71	83,215.88	.00	143,721.29	81.4%
51161 DEFERRED COMPENSATION	0	0	.00	.00	.00	.00	.0%
51162 EMPLOYEE HEALTH INSURANCE	0	0	.00	.00	.00	.00	.0%
51163 LIFE INSURANCE	0	0	.00	.00	.00	.00	.0%
51164 LONG TERM DISABILITY	0	0	.00	.00	.00	.00	.0%
51165 MEDICARE	0	0	.00	.00	.00	.00	.0%
51166 POST EMPLOYMENT INSURANCE	0	0	.00	.00	.00	.00	.0%
51167 UNEMPLOYMENT INSURANCE	0	0	.00	.00	.00	.00	.0%
51210 RETIREE HEALTH INS PLAN	20,184	20,184	17,453.66	1,613.81	.00	2,730.34	86.5%
51300 WORKERS COMPENSATION	181,624	181,624	166,488.63	15,135.33	.00	15,135.37	91.7%
51400 AUTO ALLOWANCE	210	210	190.53	24.23	.00	19.47	90.7%
51999 YR END GASB,OPEB,COMP AB	0	0	.00	.00	.00	.00	.0%
52000 POSTAGE	0	0	.00	.00	.00	.00	.0%
52200 SUBSCRIPTIONS & PUBLS	0	0	600.00	.00	375.00	-975.00	100.0%
52300 UNIFORMS	17,000	17,000	3,103.90	736.56	7,847.61	6,048.49	64.4%
52310 TRAINING-WORKSHOP-MTGS	299	2,299	.00	.00	.00	2,299.00	.0%
52330 EDUCATION REIMBURSEMENT	0	0	.00	.00	.00	.00	.0%
52340 MEMBERSHIPS	0	0	.00	.00	.00	.00	.0%
52400 MINOR EQUIPMENT	312,116	332,891	202,732.22	11,787.83	119,989.69	10,169.09	96.9%
52600 SUPPLIES CUSTODIAL	80,000	85,000	57,621.29	9,564.73	20,677.71	6,701.00	92.1%
52610 SUPPLIES SAFETY	0	0	.00	.00	.00	.00	.0%
52900 MISC SUPPLIES	2,000	2,000	3,390.21	315.83	4,767.71	-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	686,814	215,962.35	22,994.07	349,939.30	120,912.21	82.4%
53220 SERVICES LEGAL SERVICES	0	0	.00	.00	.00	.00	.0%
53500 BANK CHARGES	0	0	.00	.00	.00	.00	.0%
54010 UTILITY EXPENSE-ELECTRIC	357,401	832,401	689,904.32	46,314.37	.00	142,496.68	82.9%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
54020 UTILITY EXPENSE - GAS	41,541	71,541	66,396.14	10,644.98	.00	5,144.86	92.8%
54030 UTILITY EXPENSE- WASTEWATER	11,851	11,851	12,942.42	1,218.35	.00	-1,091.42	109.2%
54040 UTILITY EXPENSE WATER	31,190	31,190	35,496.83	3,450.55	.00	-4,306.83	113.8%
54050 UTIL EXP REFUSE AND DISPOSE	87,000	87,000	43,216.92	2,750.87	.00	43,783.08	49.7%
54080 TELEPHONE CHGS	11,487	11,487	22,625.91	1,857.91	.00	-11,138.91	197.0%
55020 EQUIPMENT MAINTENANCE	0	0	.00	.00	.00	.00	.0%
56040 CAPEX - MACHINERY/EQUIP	0	44,186	.00	.00	.00	44,186.14	.0%
56999 CAPEX - OFFSET	0	0	.00	.00	.00	.00	.0%
57000 RENTALS & LEASES	80,000	235,000	161,950.92	12,901.87	54,665.78	18,383.30	92.2%
57110 TAXES AND FILING FEES	6,000	6,000	4,096.00	.00	.00	1,904.00	68.3%
57200 BAD DEBT EXPENSE	0	0	.00	.00	.00	.00	.0%
57850 RESERVE APPROP. SAL ADJ	0	0	.00	.00	.00	.00	.0%
57900 DEPRECIATION EXPENSE	0	0	.00	.00	.00	.00	.0%
59000 TRANSFERS OUT	0	0	.00	.00	.00	.00	.0%
59200 IT & DATA PROCESSING CHGS	319,827	319,827	293,174.75	26,652.25	.00	26,652.25	91.7%
59300 LIABILITY INSURANCE CHGS	147,083	147,083	135,536.30	12,321.42	.00	11,546.70	92.1%
59400 TELEPHONE CHGS HIPC	22,330	22,330	20,469.13	1,860.83	.00	1,860.87	91.7%
59500 FLEET EQUIP MAINT ISF CHG	96,517	96,517	83,968.44	6,502.91	.00	12,548.56	87.0%
59600 INDIRECT PRORATED CST CHG	305,444	305,444	279,990.37	25,453.67	.00	25,453.63	91.7%
60200 CAPITAL ASSET OFFSET	0	0	.00	.00	.00	.00	.0%
60400 DEPRECIATION EXPENSE	0	0	.00	.00	.00	.00	.0%
60600 GASB/YR END - PNSN OPEB COMPA	0	0	.00	.00	.00	.00	.0%
TOTAL FACILITIES MAINTENANCE ISF	6,723,247	7,353,247	5,813,494.27	635,955.54	558,262.80	981,489.93	86.7%
741 FLEET SERVICES ISF							
50000 SALARIES - REGULAR	1,167,355	1,167,355	847,022.14	105,488.74	.00	320,332.86	72.6%
50100 SALARIES - TEMPORARY	14,000	14,000	54,530.60	8,078.26	.00	-40,530.60	389.5%
50168 LEAVE BANK CASH OUT	0	0	.00	.00	.00	.00	.0%
50200 OVERTIME WAGES	25,000	25,000	25,720.53	787.38	.00	-720.53	102.9%
50300 ACCRUED SALARY & BENEFITS	0	0	.00	.00	.00	.00	.0%
50410 WORKERS COMP SALARY CONTINUE	0	0	19,272.75	.00	.00	-19,272.75	100.0%
50900 VACANCY SAVINGS	0	0	.00	.00	.00	.00	.0%
51000 CALPERS PENSION NORMAL COST	129,168	129,168	90,142.49	11,812.75	.00	39,025.51	69.8%
51010 CALPERS PENSION UAL	159,983	159,983	146,651.12	13,331.92	.00	13,331.88	91.7%
51030 RETIREMENT ENHANCEMENT PLAN	83,456	83,456	62,270.80	5,829.60	.00	21,185.20	74.6%
51160 CITY PAID EMPLOYEE BENEFITS	369,747	369,747	242,812.21	28,587.29	.00	126,934.79	65.7%
51161 DEFERRED COMPENSATION	0	0	.00	.00	.00	.00	.0%
51162 EMPLOYEE HEALTH INSURANCE	0	0	.00	.00	.00	.00	.0%
51163 LIFE INSURANCE	0	0	.00	.00	.00	.00	.0%
51164 LONG TERM DISABILITY	0	0	.00	.00	.00	.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
51165 MEDICARE	0	0	.00	.00	.00	.00	.0%
51166 POST EMPLOYMENT INSURANCE	0	0	.00	.00	.00	.00	.0%
51167 UNEMPLOYMENT INSURANCE	0	0	.00	.00	.00	.00	.0%
51210 RETIREE HEALTH INS PLAN	19,062	19,062	16,484.01	1,524.15	.00	2,577.99	86.5%
51300 WORKERS COMPENSATION	83,063	83,063	76,141.12	6,921.92	.00	6,921.88	91.7%
51400 AUTO ALLOWANCE	210	210	190.62	24.24	.00	19.38	90.8%
51420 TOOL AND EQUIPMENT ALLOWANCE	4,750	4,750	5,371.15	.00	.00	-621.15	113.1%
51999 YR END GASB, OPEB, COMP AB	0	0	.00	.00	.00	.00	.0%
52000 POSTAGE	200	200	25.54	.00	.00	174.46	12.8%
52110 REPAIR PARTS	1,300,000	1,298,000	926,820.52	88,106.97	174,040.83	197,138.65	84.8%
52300 UNIFORMS	38,000	38,000	23,595.86	2,951.22	4,979.51	9,424.63	75.2%
52310 TRAINING-WORKSHOP-MTGS	27,000	21,000	622.00	33.00	5,000.00	15,378.00	26.8%
52330 EDUCATION REIMBURSEMENT	500	500	.00	.00	.00	500.00	.0%
52340 MEMBERSHIPS	0	0	.00	.00	.00	.00	.0%
52400 MINOR EQUIPMENT	45,000	70,000	17,661.86	54.33	16,505.60	35,832.54	48.8%
52610 SUPPLIES SAFETY	10,000	10,000	1,740.23	391.05	.00	8,259.77	17.4%
52900 MISC SUPPLIES	14,880	14,880	20,607.88	2,399.97	23,301.47	-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	435,545.70	30,547.21	66,917.90	40,615.40	92.5%
53500 BANK CHARGES	0	0	.00	.00	.00	.00	.0%
54030 UTILITY EXPENSE- WASTEWATER	0	0	.00	.00	.00	.00	.0%
54080 TELEPHONE CHGS	4,247	4,247	5,938.07	399.04	.00	-1,691.07	139.8%
54090 UNLEADED FUEL	1,220,000	1,231,000	1,025,216.62	117,134.82	190,889.50	14,893.88	98.8%
54091 COMPRESSED NATURAL GAS	440,000	445,000	474,414.07	44,675.93	100,585.93	-130,000.00	129.2%
54092 DIESEL FUEL	1,480,000	1,615,000	1,219,149.66	120,306.09	259,201.06	136,649.28	91.5%
55020 EQUIPMENT MAINTENANCE	5,000	5,000	23,075.22	3,026.22	7,973.78	-26,049.00	621.0%
55030 VEHICLE MAINTENANCE	1,234,230	1,231,230	717,043.13	98,708.84	207,796.80	306,390.07	75.1%
55040 LUBRICANT	0	0	134,067.17	9,011.32	285.41	-134,352.58	100.0%
55050 TIRES	0	0	182,159.25	7,881.34	50,762.14	-232,921.39	100.0%
56030 CAPEX - VEHICLES	0	0	.00	.00	.00	.00	.0%
56040 CAPEX - MACHINERY/EQUIP	176,000	0	.00	.00	.00	.00	.0%
56999 CAPEX - OFFSET	0	0	.00	.00	.00	.00	.0%
57110 TAXES AND FILING FEES	5,000	16,000	15,032.45	162.00	.00	967.55	94.0%
57500 PRINCIPAL PAYMENTS	0	0	.00	.00	.00	.00	.0%
57510 INTEREST & PENALTIES EXPENSE	0	0	.00	.00	.00	.00	.0%
57530 COSTS OF ISSUANCE - DEBT	0	0	.00	.00	.00	.00	.0%
57850 RESERVE APPROP. SAL ADJ	0	0	.00	.00	.00	.00	.0%
57900 DEPRECIATION EXPENSE	0	0	.00	.00	.00	.00	.0%
59200 IT & DATA PROCESSING CHGS	132,286	132,286	121,262.13	11,023.83	.00	11,023.87	91.7%
59300 LIABILITY INSURANCE CHGS	68,105	68,105	62,429.62	5,675.42	.00	5,675.38	91.7%
59400 TELEPHONE CHGS HIPC	7,331	7,331	6,720.12	610.92	.00	610.88	91.7%
59500 FLEET EQUIP MAINT ISF CHG	53,112	53,112	33,554.98	1,918.48	.00	19,557.02	63.2%
59600 INDIRECT PRORATED CST CHG	505,681	505,681	463,540.88	42,140.08	.00	42,140.12	91.7%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
59700 FACILITY CHG MAINTENANCE	335,095	366,445	307,170.38	27,924.58	.00	59,274.54	83.8%
60200 CAPITAL ASSET OFFSET	0	0	1,763.25	.00	.00	-1,763.25	100.0%
60400 DEPRECIATION EXPENSE	0	0	1,175.51	.00	.00	-1,175.51	100.0%
60600 GASB/YR END - PNSN OPEB COMPA	0	0	.00	.00	.00	.00	.0%
TOTAL FLEET SERVICES ISF	9,703,540	9,734,890	7,861,922.69	797,468.91	1,108,239.93	764,727.30	92.1%
742 FLEET REPLACEMENT FUND							
56040 CAPEX - MACHINERY/EQUIP	0	608,491	.00	.00	.00	608,491.41	.0%
56888 LIFE TO DATE COSTS (END FY22)	0	0	.00	.00	.00	.00	.0%
57000 RENTALS & LEASES	0	248,006	266,316.59	80,883.06	4,300.46	-22,611.00	109.1%
TOTAL FLEET REPLACEMENT FUND	0	856,497	266,316.59	80,883.06	4,300.46	585,880.41	31.6%
801 COFA DEBT SERVICE FUND							
57500 PRINCIPAL PAYMENTS	5,092,064	5,092,064	5,092,019.75	2,815,841.84	.00	44.25	100.0%
57510 INTEREST & PENALTIES EXPENSE	2,646,062	2,646,062	2,646,049.44	789,004.71	.00	12.56	100.0%
57520 DEBT ADMINISTRATION SVCS	0	0	.00	.00	.00	.00	.0%
57530 COSTS OF ISSUANCE - DEBT	0	0	.00	.00	.00	.00	.0%
TOTAL COFA DEBT SERVICE FUND	7,738,126	7,738,126	7,738,069.19	3,604,846.55	.00	56.81	100.0%
850 RIVERPARK JPA FUND							
53200 PROF SERVICES - OTHER	0	191,094	.00	.00	.00	191,094.00	.0%
53500 BANK CHARGES	0	0	.00	.00	.00	.00	.0%
56020 CAPEX - IMPRV OTH. THN BLDGS	0	766,375	72,559.50	710.00	192,149.47	501,665.62	34.5%
60240 UNREALIZED GAIN(LOSS) FMV OFF	0	0	.00	.00	.00	.00	.0%
TOTAL RIVERPARK JPA FUND	0	957,469	72,559.50	710.00	192,149.47	692,759.62	27.6%
991 GOVERNMENTAL CAPITAL ASSETS FD							
51160 CITY PAID EMPLOYEE BENEFITS	0	0	.00	.00	.00	.00	.0%

YEAR-TO-DATE BUDGET REPORT
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FOR 2024 11

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
51999 YR END GASB,OPEB,COMP AB	0	0	.00	.00	.00	.00	.0%
53600 HOUSING ASSIST LOAN GRANT	0	0	.00	.00	.00	.00	.0%
56999 CAPEX - OFFSET	0	0	.00	.00	.00	.00	.0%
57510 INTEREST & PENALTIES EXPENSE	0	0	.00	.00	.00	.00	.0%
57900 DEPRECIATION EXPENSE	0	0	.00	.00	.00	.00	.0%
59000 TRANSFERS OUT	0	0	.00	.00	.00	.00	.0%
59800 TRANSFERS OUT - CIP	0	0	.00	.00	.00	.00	.0%
60140 SUBSCRIPTION CLEARING GASB96	0	0	.00	.00	.00	.00	.0%
60141 SUBSCRIPTION EXPENSE - GASB96	0	0	.00	.00	.00	.00	.0%
60142 PRINCIPAL PMTS - SUBSCRIPTION	0	0	.00	.00	.00	.00	.0%
60143 IMPLEMENT STAGE OUTLAY GASB96	0	0	.00	.00	.00	.00	.0%
60144 INTEREST EXPENSE - GASB96	0	0	.00	.00	.00	.00	.0%
60150 PROJECT CLEARING GASB87/96	0	0	.00	.00	.00	.00	.0%
60200 CAPITAL ASSET OFFSET	0	0	-4,317,088.99	-3,203,673.38	.00	4,317,088.99	100.0%
60400 DEPRECIATION EXPENSE	0	0	.00	.00	.00	.00	.0%
60410 AMORTIZATION EXPENSE	0	0	.00	.00	.00	.00	.0%
60500 DEBT OFFSET	0	0	.00	.00	.00	.00	.0%
60600 GASB/YR END - PNSN OPEB COMPA	0	0	.00	.00	.00	.00	.0%
TOTAL GOVERNMENTAL CAPITAL ASSETS	0	0	-4,317,088.99	-3,203,673.38	.00	4,317,088.99	100.0%
996 GOVERNMENTAL DEBT SERVICE FUND							
57510 INTEREST & PENALTIES EXPENSE	0	0	-434,939.72	.00	.00	434,939.72	100.0%
57999 YEAR END: GASB68 / OPEB ETC.	0	0	.00	.00	.00	.00	.0%
60100 GASB/YR END - WC/LIAB CLAIMS	0	0	.00	.00	.00	.00	.0%
60500 DEBT OFFSET	0	0	-6,766,489.69	-4,330,841.84	.00	6,766,489.69	100.0%
TOTAL GOVERNMENTAL DEBT SERVICE F	0	0	-7,201,429.41	-4,330,841.84	.00	7,201,429.41	100.0%
GRAND TOTAL	632,372,454*****		526,759,779.65	58,778,155.82	113,629,327.94	603,594,375.55	51.5%

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

YEAR-TO-DATE BUDGET REPORT
REVENUE - MAY 2024

FOR 2024 11

			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	-36,895,028.83	-15,940,619.89	.00	-376,089.17	99.0%
1011001	40120	PROPERTY-CURRENT UNS	-1,371,081	-1,371,081	-887,824.40	.00	.00	-483,256.60	64.8%
1011001	40130	PROPERTY-DELIQ 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	-210,938.40	-19,735.09	.00	176,700.40	616.1%
1011001	40190	PROP TAX-IN LIEU OF	-24,042,071	-24,042,071	-24,623,954.19	-12,187,437.22	.00	581,883.19	102.4%
1011001	40195	PROPERTY TRANSFER TA	-703,156	-703,156	-433,876.46	-37,972.52	.00	-269,279.54	61.7%
1011001	40200	SALES TAX REVENUE	-51,284,970	-51,284,970	-43,967,412.23	-5,984,911.94	.00	-7,317,557.77	85.7%
1011001	40210	SALES TAX - MEASURE	-57,777,000	-57,777,000	-42,131,862.72	-5,097,984.59	.00	-15,645,137.28	72.9%
1011001	40300	TRANSIENT OCCUPANCY	-5,460,000	-5,460,000	-4,210,907.71	-249,498.81	.00	-1,249,092.29	77.1%
1011001	40400	FRANCHISE FEES	-4,787,122	-4,787,122	-4,463,279.16	-396,930.76	.00	-323,842.84	93.2%
1011001	40500	BUSINESS LICENSE FEE	-6,500,000	-6,500,000	-7,025,126.70	-711,693.53	.00	525,126.70	108.1%
1011001	40600	CANNABIS TAX REVENUE	-320,000	-320,000	-685,572.58	-309,321.87	.00	365,572.58	214.2%
1011001	41400	CANNABIS PERMIT FEES	0	0	-21,155.00	-2,345.00	.00	21,155.00	100.0%
1011001	41500	OTHER LICENSE & PERM	-274,298	-274,298	-314,678.52	-27,519.25	.00	40,380.52	114.7%
1011001	42400	HOMEOWNER PROP TAX R	-234,985	-234,985	-112,271.30	-78,589.91	.00	-122,713.70	47.8%
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	.00	.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	-3,712.61	-56.34	.00	283.61	108.3%
1011001	43230	COURT FINES - NON-TR	-258,502	-258,502	-226,822.55	-19,431.42	.00	-31,679.45	87.7%
1011001	43300	RENTAL REVENUE (SHOR	-141,797	-141,797	13,897.92	-1,231.43	.00	-155,694.92	-9.8%
1011001	43400	DAMAGE REIMBURSEMENT	-3,425	-3,425	-4,408.66	-324.99	.00	983.66	128.7%
1011001	47000	MISCELLANEOUS REVENU	-135,532	-135,532	-91,256.89	-2,052.75	.00	-44,275.11	67.3%
1011001	47000	T0190 MISCELLANEOUS R	0	0	-1,212,121.20	-303,030.30	.00	1,212,121.20	100.0%
1011001	47100	INTEREST INC- INVEST	-952,174	-952,174	-4,419,924.14	-781,485.56	.00	3,467,750.14	464.2%
1011001	47100	T0190 INTEREST INC- I	0	0	-3,864.85	.00	.00	3,864.85	100.0%
1011001	47101	INTEREST INC-VCIP	0	0	-323,332.36	-323,332.36	.00	323,332.36	100.0%
1011001	47110	OTHER INTEREST INCOM	0	0	7,717.60	4,983.40	.00	-7,717.60	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	-56,628.50	-664.50	.00	-69,475.50	44.9%
1011001	49200	INDIRECT COST REIMB	-7,846,909	-7,846,909	-7,063,642.44	-641,980.48	.00	-783,266.56	90.0%
1011001	49300	TRANSFERS IN	-499,000	-499,000	.00	.00	.00	-499,000.00	.0%
1011001	49300	C2034 TRANSFERS IN -	0	0	-13,419.22	-13,419.22	.00	13,419.22	100.0%
1011201	43260	MISCELLANEOUS FEES	-14,000	-14,000	26,373.82	-2,347.00	.00	-40,373.82	-188.4%
1011201	47910	REVENUES IN SUSPENSE	0	0	-32,764.50	19,095.34	.00	32,764.50	100.0%

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1011301	43260	MISCELLANEOUS FEES	-142	-142	.00	.00	.00	-142.00	.0%
1011301	47000	MISCELLANEOUS REVENU	-210	-210	.00	.00	.00	-210.00	.0%
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	-1,120.49	-30.00	.00	100.49	109.9%
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	-17,515.53	-1,592.06	.00	-3,784.47	82.2%
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	-75,761.65	-17,178.19	.00	35,786.65	189.5%
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	-111,335.00	-3,345.00	.00	28,450.00	134.3%
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	-175,053	-175,053.13	-54,428.37	.00	.13	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	-290,464.27	-126,714.77	.00	-1,489,541.73	16.3%
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	-171,647.85	77,781.87	.00	-1,015,088.15	14.5%
1012113	43250	MISCELLANEOUS FINES	-51,400	-51,400	248,962.00	954.00	.00	-300,362.00	-484.4%
1012113	49000	C2411 TRANSFERS IN (L	0	0	-1,951.13	-1,951.13	.00	1,951.13	100.0%
1012121	47700	OTHER REIMBURSEMENTS	-100,081	-100,081	-31,572.22	-11,270.00	.00	-68,508.78	31.5%
1012121	47800	SALES OF ASSETS	-5,000	-5,000	.00	.00	.00	-5,000.00	.0%
1012131	43260	MISCELLANEOUS FEES	-132,875	-132,875	-458,324.75	-45,881.00	.00	325,449.75	344.9%
1012131	47000	MISCELLANEOUS REVENU	-5,000	-5,000	-1,668.17	.00	.00	-3,331.83	33.4%
1012501	47700	OTHER REIMBURSEMENTS	-1,245,000	-1,245,000	-127,052.44	-2,100.00	.00	-1,117,947.56	10.2%
1012501	47700	T0048 OTHER REIMBURSE	0	0	-788,098.85	-174,118.67	.00	788,098.85	100.0%
1012511	41100	FIRE INSPECTION FEES	-300,000	-300,000	-394,799.08	-80,790.56	.00	94,799.08	131.6%
1012511	41500	OTHER LICENSE & PERM	-200,000	-200,000	-184,449.41	-18,468.57	.00	-15,550.59	92.2%
1012511	43000	FALSE ALARM FINE	0	0	-40,430.63	-1,350.00	.00	40,430.63	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	-19,400.30	-6,097.20	.00	19,400.30	100.0%
1013101	49000	C1703 TRANSFERS IN (L	0	0	-41,005.78	-10,880.51	.00	41,005.78	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	-26,574.09	-8,722.51	.00	26,574.09	100.0%
1013101	49000	C1901 TRANSFERS IN (L	0	0	-20,929.70	-3,454.47	.00	20,929.70	100.0%

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1013101	49000	C2010	TRANSFERS IN (C	0	0	-113.10	.00	.00	113.10	100.0%
1013101	49000	C2021	TRANSFERS IN (L	0	0	-12,839.76	-2,436.73	.00	12,839.76	100.0%
1013101	49000	C2023	TRANSFERS IN (L	0	0	-3,578.34	-3,578.34	.00	3,578.34	100.0%
1013101	49000	C2027	TRANSFERS IN (L	0	0	-1,205.21	.00	.00	1,205.21	100.0%
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	-3,190.81	-127.64	.00	3,190.81	100.0%
1013101	49000	C2101	TRANSFERS IN (L	0	0	-4,231.79	-1,640.90	.00	4,231.79	100.0%
1013101	49000	C2102	TRANSFERS IN (C	0	0	-78,523.47	-3,543.42	.00	78,523.47	100.0%
1013101	49000	C2104	TRANSFERS IN (L	0	0	-3,957.24	.00	.00	3,957.24	100.0%
1013101	49000	C2111	TRANSFERS IN (C	0	0	-108,131.02	-10,321.55	.00	108,131.02	100.0%
1013101	49000	C2115	TRANSFERS IN (C	0	0	-44,654.42	-3,578.34	.00	44,654.42	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	-188,564.29	-11,553.10	.00	188,564.29	100.0%
1013101	49000	C2209	TRANSFERS IN (C	0	0	-308,087.57	-59,820.27	.00	308,087.57	100.0%
1013101	49000	C2211	TRANSFERS IN (L	0	0	-335.65	-335.65	.00	335.65	100.0%
1013101	49000	C2212	TRANSFERS IN (L	0	0	-1,091.79	.00	.00	1,091.79	100.0%
1013101	49000	C2215	TRANSFERS IN (L	0	0	-3,944.87	-3,020.58	.00	3,944.87	100.0%
1013101	49000	C2216	TRANSFERS IN (L	0	0	-23,834.59	-7,205.83	.00	23,834.59	100.0%
1013101	49000	C2220	TRANSFERS IN (L	0	0	-5,216.63	-5,216.63	.00	5,216.63	100.0%
1013101	49000	C2226	TRANSFERS IN (C	0	0	-35,599.41	-4,870.53	.00	35,599.41	100.0%
1013101	49000	C2227	TRANSFERS IN (L	0	0	-3,847.50	-770.12	.00	3,847.50	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	-37,958.72	-7,323.06	.00	37,958.72	100.0%
1013101	49000	C2234	TRANSFERS IN (L	0	0	-6,027.12	-1,485.33	.00	6,027.12	100.0%
1013101	49000	C2236	TRANSFERS IN (L	0	0	-8,051.27	.00	.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	-11,831.61	-4,922.65	.00	11,831.61	100.0%
1013101	49000	C2255	TRANSFERS IN (L	0	0	-21,617.37	-7,205.79	.00	21,617.37	100.0%
1013101	49000	C2305	TRANSFERS IN (L	0	0	-992.22	-552.82	.00	992.22	100.0%
1013101	49000	C2306	TRANSFERS IN (L	0	0	-368.70	-127.64	.00	368.70	100.0%
1013101	49000	C2312	TRANSFERS IN (L	0	0	-5,889.21	-3,030.58	.00	5,889.21	100.0%
1013101	49000	C2313	TRANSFERS IN (L	0	0	-701.75	-191.31	.00	701.75	100.0%
1013101	49000	M2210	TRANSFERS IN (L	0	0	-382.78	-127.64	.00	382.78	100.0%
1013102	43050	PLAN CHECK FEES		-53,624	-53,624	-61,546.50	-5,141.00	.00	7,922.50	114.8%
1013102	43400	DAMAGE REIMBURSEMENT		-30,000	-30,000	-36,988.30	-5,314.15	.00	6,988.30	123.3%
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	-25,364.44	-12,749.74	.00	25,364.44	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%

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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	-151,156.45	-17,667.85	.00	16,648.45	112.4%
1013301	43130	LEASED SPACE - CELLU	-124,496	-124,496	-171,608.02	-14,395.70	.00	47,112.02	137.8%
1013301	43210	PARKING FINES	-165	-165	.00	.00	.00	-165.00	.0%
1013301	43400	DAMAGE REIMBURSEMENT	0	0	.00	201,324.83	.00	.00	.0%
1013301	43400	C2327 DAMAGE REIMBURS	0	-412,280	-201,324.83	-201,324.83	.00	-210,955.17	48.8%
1013301	47000	MISCELLANEOUS REVENU	-55,920	-55,920	-5,480.00	-135.00	.00	-50,440.00	9.8%
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	-10,453.71	-6,033.25	.00	10,453.71	100.0%
1013302	43400	DAMAGE REIMBURSEMENT	-2,500	-2,500	-51,220.10	-1,599.78	.00	48,720.10	2048.8%
1013302	47000	MISCELLANEOUS REVENU	-15,500	-15,500	-648.96	.00	.00	-14,851.04	4.2%
1013303	47000	MISCELLANEOUS REVENU	-10,000	-10,000	-11,716.07	-425.06	.00	1,716.07	117.2%
1013401	43400	DAMAGE REIMBURSEMENT	-11,000	-11,000	-61,151.24	-20,916.53	.00	50,151.24	555.9%
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	.00	.00	41,118.00	100.0%
1014101	41500	OTHER LICENSE & PERM	-20,000	-20,000	-90,685.91	-2,340.28	.00	70,685.91	453.4%
1014101	43030	GENERAL PLAN MAINTEN	-250,000	-250,000	.00	.00	.00	-250,000.00	.0%
1014101	43030	M1404 GENERAL PLAN MA	0	0	-647,002.32	-17,266.32	.00	647,002.32	100.0%
1014101	43030	T0058 GENERAL PLAN MA	0	0	37,413.84	.00	.00	-37,413.84	100.0%
1014101	43040	ZONING-SUB FEES STAN	-500,000	-500,000	-327,237.92	-27,655.62	.00	-172,762.08	65.4%
1014101	43050	PLAN CHECK FEES	0	0	-.01	.00	.00	.01	100.0%
1014101	43060	MISC PLANNING FEES	-23,000	-23,000	-15,230.00	-870.00	.00	-7,770.00	66.2%
1014101	43260	MISCELLANEOUS FEES	-2,331	-2,331	-8,006.47	-319.80	.00	5,675.47	343.5%
1014101	47700	OTHER REIMBURSEMENTS	-200,000	-200,000	-59,936.55	-319.00	.00	-140,063.45	30.0%
1014101	49000	G2320 TRANSFERS IN (L	0	0	-7,238.45	-7,238.45	.00	7,238.45	100.0%
1014102	41000	BUILDING PERMIT FEES	-1,358,441	-979,548	-1,310,300.69	-81,522.27	.00	330,752.69	133.8%
1014102	41001	PLUMBING PERMIT FEES	0	-137,969	-160,496.25	-10,004.92	.00	22,527.25	116.3%
1014102	41002	ELECTRICAL PERMIT FE	0	-160,207	-230,588.27	-19,395.86	.00	70,381.27	143.9%
1014102	41003	HEATING/VENT PERMIT	0	-80,717	-87,649.28	-4,815.14	.00	6,932.28	108.6%
1014102	41500	OTHER LICENSE & PERM	-201,158	-201,158	-170,422.00	-17,490.00	.00	-30,736.00	84.7%
1014102	43010	INSPECTION FEES	0	0	5,803.98	5,803.98	.00	-5,803.98	100.0%
1014102	43011	INSPECTION FEES/TRAC	-680,000	-680,000	-473,540.76	-31,043.19	.00	-206,459.24	69.6%
1014102	43012	INSPECTION FEES/ENCR	-216,810	-216,810	-254,105.51	-33,229.80	.00	37,295.51	117.2%
1014102	43013	INSPECTOR OT REIMBUR	-40,000	-40,000	-112,958.00	-34,866.40	.00	72,958.00	282.4%
1014102	43014	INSPECTION FEES/ENER	-50,417	-50,417	-62,768.75	-1,648.61	.00	12,351.75	124.5%
1014102	43051	PLAN CHECK FEES/BLDG	-1,200,000	-1,200,000	-976,276.46	-91,213.17	.00	-223,723.54	81.4%
1014102	43052	PLAN CHECK FEES/ENGI	-400,000	-400,000	-783,315.34	-19,566.49	.00	383,315.34	195.8%
1014102	43053	PLAN CHECK FEES/ENER	-49,280	-49,280	-77,461.48	-1,402.41	.00	28,181.48	157.2%
1014102	43054	PLAN CHECK FEES/ELEC	-128,625	-128,625	-94,418.88	-6,420.88	.00	-34,206.12	73.4%
1014102	43055	PLAN CHECK FEES/MECH	-35,610	-35,610	-27,037.56	-1,257.51	.00	-8,572.44	75.9%
1014102	43056	PLAN CHECK FEES/PLUM	-67,650	-67,650	-47,297.64	-1,220.87	.00	-20,352.36	69.9%
1014102	43060	MISC PLANNING FEES	-3,842	-3,842	-640.36	.00	.00	-3,201.64	16.7%

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			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1014102	43260	MISCELLANEOUS FEES	-132,000	-132,000	-117,112.57	-13,861.68	.00	-14,887.43	88.7%
1014102	47000	MISCELLANEOUS REVENU	0	0	-.01	.00	.00	.01	100.0%
1014102	47700	OTHER REIMBURSEMENTS	0	0	-20,448.46	.00	.00	20,448.46	100.0%
1014103	43010	INSPECTION FEES	0	0	-1,372.00	147.00	.00	1,372.00	100.0%
1014103	43250	MISCELLANEOUS FINES	-88,000	-88,000	278,836.68	.00	.00	-366,836.68	-316.9%
1014103	43260	MISCELLANEOUS FEES	0	0	78.75	78.75	.00	-78.75	100.0%
1014103	47000	MISCELLANEOUS REVENU	0	0	-46.42	.00	.00	46.42	100.0%
1015401	43260	MISCELLANEOUS FEES	0	0	-40.00	.00	.00	40.00	100.0%
1015401	43300	RENTAL REVENUE (SHOR	-2,000	-2,000	-1,613.27	-216.00	.00	-386.73	80.7%
1015402	43250	MISCELLANEOUS FINES	-200	-200	-1,301.59	-171.50	.00	1,101.59	650.8%
1015402	47700	OTHER REIMBURSEMENTS	-2,250	-2,250	-1,032.00	-125.23	.00	-1,218.00	45.9%
1015403	47000	MISCELLANEOUS REVENU	-2,500	-2,500	-3,958.73	-595.95	.00	1,458.73	158.3%
1015405	43250	MISCELLANEOUS FINES	0	0	-334.87	.00	.00	334.87	100.0%
1015405	47000	MISCELLANEOUS REVENU	-1,830	-1,830	-5,065.29	-340.05	.00	3,235.29	276.8%
1015405	47300	DONATIONS AND CONTRI	0	0	-10.00	.00	.00	10.00	100.0%
1015405	47700	OTHER REIMBURSEMENTS	-15,600	-15,600	-18,195.95	-102.98	.00	2,595.95	116.6%
1015501	43120	T0073 OTHER CONCESSIO	0	0	-202.50	.00	.00	202.50	100.0%
1015501	43300	RENTAL REVENUE (SHOR	-100,000	-100,000	-12,885.75	-1,131.75	.00	-87,114.25	12.9%
1015501	43300	T0061 RENTAL REVENUE	0	0	-85,286.99	-16,502.63	.00	85,286.99	100.0%
1015501	43300	T0062 RENTAL REVENUE	0	0	-17,132.25	.00	.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	-11,807.47	-709.54	.00	11,807.47	100.0%
1015501	43300	T0092 RENTAL REVENUE	0	0	-4,685.98	-173.25	.00	4,685.98	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	-94,755.10	-8,614.10	.00	94,755.10	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	-17,990.27	-385.45	.00	17,990.27	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	-18,512.82	-1,449.00	.00	18,512.82	100.0%
1015501	44010	T0076 RECREATION CLAS	0	0	-1,697.04	-385.45	.00	1,697.04	100.0%
1015501	44020	SPECIAL EVENTS	-5,000	-5,000	.00	.00	.00	-5,000.00	.0%
1015501	44020	T0067 SPECIAL EVENTS	0	0	-29,864.19	-2,325.00	.00	29,864.19	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	-16,402.53	-6,619.89	.00	16,402.53	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	-70,508.87	-22,090.03	.00	70,508.87	100.0%
1015502	44020	SPECIAL EVENTS	-117,912	-117,912	.00	.00	.00	-117,912.00	.0%
1015502	44020	T0068 SPECIAL EVENTS	0	0	-174,194.92	-3,548.10	.00	174,194.92	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%

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			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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	-3,471.09	-92.65	.00	3,471.09	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	-12,996.00	-1,083.00	.00	-1,004.00	92.8%
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	.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	-38,064.00	-19,032.00	.00	-37,936.00	50.1%
1015511 49300	TRANSFERS IN		-1,321,263	0	-1,211,157.75	-110,105.25	.00	1,211,157.75	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	-4,200.00	-500.00	.00	4,200.00	100.0%
1018104 43260	MISCELLANEOUS FEES		0	0	-65,266.64	-8,683.98	.00	65,266.64	100.0%
1018104 47000	MISCELLANEOUS REVENU		0	0	-1,256.94	-173.40	.00	1,256.94	100.0%
TOTAL GENERAL FUND			-223,970,108	-225,827,441	-198,588,109.44	-44,450,934.76	.00	-27,239,331.56	87.9%
TOTAL REVENUES			-223,970,108	-225,827,441	-198,588,109.44	-44,450,934.76	.00	-27,239,331.56	
104 HALF CENT SALES TAX - MEAS 0									
1041001 40200	SALES TAX REVENUE		-19,459,000	-19,459,000	-14,077,852.17	-1,694,890.15	.00	-5,381,147.83	72.3%
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	.00	.00	289,940.59	410.5%
1041001 47110	OTHER INTEREST INCOM		0	0	-18,129.79	-18,129.79	.00	18,129.79	100.0%
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	-14,485,071.32	-1,713,019.94	.00	-6,943,006.68	67.6%
TOTAL REVENUES			-21,428,078	-21,428,078	-14,485,071.32	-1,713,019.94	.00	-6,943,006.68	
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									

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119	PUBLIC SAFETY RETIREMENT FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1191001 40160	PUBLIC SAFETY PROPER	-14,591,225	-14,591,225	-15,414,416.73	-6,487,573.61	.00	823,191.73	105.6%
1192113 49000	C2411 TRANSFERS IN (L	0	0	-217.79	-217.79	.00	217.79	100.0%
TOTAL PUBLIC SAFETY RETIREMENT FU		-14,591,225	-14,591,225	-15,414,634.52	-6,487,791.40	.00	823,409.52	105.6%
TOTAL REVENUES		-14,591,225	-14,591,225	-15,414,634.52	-6,487,791.40	.00	823,409.52	
120 MAINT ASSMNT DIST								
20001001 47100	INTEREST INC- INVES	-6,760	0	.00	.00	.00	.00	.0%
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	.00	.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	-672.01	-268.67	.00	-4,449.68	13.1%
20303801 47100	INTEREST INC- INVES	0	-1,056	-2,796.60	.00	.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	-20,483.80	-8,909.05	.00	-1,668.58	92.5%
21003801 47100	INTEREST INC- INVES	0	-150	-527.56	.00	.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	-6,990.26	-3,242.47	.00	.26	100.0%
21103801 47100	INTEREST INC- INVES	0	-7	16.33	.00	.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	-6,152.67	-2,539.98	.00	279.72	104.8%
21203801 47100	INTEREST INC- INVES	0	-103	-674.10	.00	.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	-7,771.92	-3,487.40	.00	-3,310.25	70.1%
21303801 47100	INTEREST INC- INVES	0	-158	-546.39	.00	.00	388.39	345.8%

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120	MAINT	ASSMNT	DIST	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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	-15,919.40	-7,019.88	.00	-458.39	97.2%
21403801	47100	INTEREST INC- INVES		0	-288	-863.92	.00	.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	-735.56	-325.18	.00	-3,157.62	18.9%
21603801	47100	INTEREST INC- INVES		0	-153	-550.60	.00	.00	397.60	359.9%
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	-5,541.80	-2,244.20	.00	-46.20	99.2%
22303801	47100	INTEREST INC- INVES		0	-27	-157.22	.00	.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	-17,842.50	-7,869.00	.00	-457.50	97.5%
22403801	47100	INTEREST INC- INVES		0	-97	-539.12	.00	.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	-16,043.51	-6,930.49	.00	-3,321.17	82.8%
22503801	47100	INTEREST INC- INVES		0	-161	-582.47	.00	.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	-4,121.53	-1,912.05	.00	-1,742.14	70.3%
22703801	47100	INTEREST INC- INVES		0	-198	-572.76	.00	.00	374.76	289.3%
22703801	49020	TRANSFER IN - INTRA		0	-2,565	.00	.00	.00	-2,564.55	.0%
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	-35,193.16	-16,083.98	.00	-9,968.74	77.9%
22803801	47100	INTEREST INC- INVES		0	-1,015	-2,267.20	.00	.00	1,252.20	223.4%
22803801	49020	TRANSFER IN - INTRA		0	-13,397	.00	.00	.00	-13,396.84	.0%

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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	-3,590.38	-1,795.19	.00	-7,195.22	33.3%
23003801	47100	INTEREST INC- INVES		0	-839	-1,963.46	.00	.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	-97,509.96	-45,249.72	.00	-1,487.08	98.5%
23103801	47100	INTEREST INC- INVES		0	-211	-808.50	.00	.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%
23203304	47100	INTEREST INC- INVES		-489	0	.00	.00	.00	.00	.0%
23203801	46100	SPECIAL ASSMNT REV-		-2,268	-2,268	-14.58	-7.02	.00	-2,253.78	.6%
23203801	47100	INTEREST INC- INVES		0	-489	-1,278.15	.00	.00	789.15	261.4%
23203801	49020	TRANSFER IN - INTRA		0	-3,975	.00	.00	.00	-3,974.82	.0%
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	-27,513.75	-12,252.79	.00	-2,921.16	90.4%
23303801	47100	INTEREST INC- INVES		0	-542	-1,310.19	.00	.00	768.19	241.7%
23303801	49020	TRANSFER IN - INTRA		0	-4,833	.00	.00	.00	-4,832.66	.0%
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	-52,826.85	-24,911.01	.00	-7,662.84	87.3%
23403801	47100	INTEREST INC- INVES		0	-755	-1,863.53	.00	.00	1,108.53	246.8%
23403801	49020	TRANSFER IN - INTRA		0	-10,398	.00	.00	.00	-10,398.39	.0%
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	-80,880.58	-36,662.56	.00	-14,350.76	84.9%
23603801	47100	INTEREST INC- INVES		0	-1,033	-2,444.53	.00	.00	1,411.53	236.6%
23603801	49020	TRANSFER IN - INTRA		0	-20,225	.00	.00	.00	-20,224.53	.0%
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%

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23703304	47100	INTEREST INC-	INVES	-902	0	.00	.00	.00	.00	.0%
23703801	46100	SPECIAL ASSMNT REV-		-1,103	-1,103	-2,122.05	-993.30	.00	1,019.55	192.5%
23703801	47100	INTEREST INC-	INVES	0	-902	-2,962.85	.00	.00	2,060.85	328.5%
23703801	49020	TRANSFER IN - INTRA		0	-2,565	.00	.00	.00	-2,564.58	.0%
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	-63,736.21	-29,230.75	.00	-8,880.97	87.8%
23803801	47100	INTEREST INC-	INVES	0	-832	-2,025.27	.00	.00	1,193.27	243.4%
23803801	49020	TRANSFER IN - INTRA		0	-21,183	.00	.00	.00	-21,182.54	.0%
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	-32,853.69	-15,200.42	.00	-12,783.95	72.0%
23903801	47100	INTEREST INC-	INVES	0	-1,104	-3,569.18	.00	.00	2,465.18	323.3%
23903801	49020	TRANSFER IN - INTRA		0	-3,441	.00	.00	.00	-3,440.74	.0%
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%
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	.00	.00	589.21	234.5%
23913801	49020	TRANSFER IN - INTRA		0	-1,186	.00	.00	.00	-1,186.41	.0%
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	-24,008.18	-10,550.68	.00	-6,702.93	78.2%
24003801	47100	INTEREST INC-	INVES	0	-1,284	-3,283.98	.00	.00	1,999.98	255.8%
24003801	49020	TRANSFER IN - INTRA		0	-11,147	.00	.00	.00	-11,146.63	.0%
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	-11,667.98	-5,467.84	.00	-3,542.66	76.7%
24103801	47100	INTEREST INC-	INVES	0	-417	-1,317.96	.00	.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%

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24203801	46100	SPECIAL ASSMNT REV-		-11,232	-11,232	-3,993.84	-1,867.92	.00	-7,238.27	35.6%
24203801	47100	INTEREST INC- INVES		0	-2,994	-7,055.22	.00	.00	4,061.22	235.6%
24203801	49020	TRANSFER IN - INTRA		0	-18,614	.00	.00	.00	-18,614.26	.0%
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	-93.28	-45.16	.00	-5,501.27	1.7%
24303801	47100	INTEREST INC- INVES		0	-1,876	-5,234.22	.00	.00	3,358.22	279.0%
24303801	49020	TRANSFER IN - INTRA		0	-12,707	.00	.00	.00	-12,707.39	.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	-31,089.80	-14,876.22	.00	-9,857.03	75.9%
24603801	47100	INTEREST INC- INVES		-1	-1	-4,493.24	.00	.00	4,492.24*****%	
24603801	49020	TRANSFER IN - INTRA		0	-6,014	.00	.00	.00	-6,013.85	.0%
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	-6,833.33	-3,023.04	.00	-7,697.87	47.0%
24703801	47100	INTEREST INC- INVES		29	29	-2,615.23	.00	.00	2,644.23-9018.0%	
24703801	49020	TRANSFER IN - INTRA		0	-2,221	.00	.00	.00	-2,221.24	.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	-21,443.80	-9,775.85	.00	-630.70	97.1%
24903801	47100	INTEREST INC- INVES		-44	-44	1,268.04	.00	.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	-7,757.10	-3,381.30	.00	-1,782.38	81.3%
25003801	47100	INTEREST INC- INVES		-25	-25	-633.20	.00	.00	608.20	2532.8%
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	-10,859.64	-4,990.92	.00	7,935.99	371.4%
25103801	47100	INTEREST INC- INVES		79	79	-6,733.69	.00	.00	6,812.69-8523.7%	
25103801	49020	TRANSFER IN - INTRA		0	-15,292	.00	.00	.00	-15,291.95	.0%
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	-378.24	-168.00	.00	-6,781.78	5.3%
25203801	47100	INTEREST INC- INVES		-10	-10	-5,346.53	.00	.00	5,336.53*****%	
25203801	49020	TRANSFER IN - INTRA		0	-11,656	.00	.00	.00	-11,655.56	.0%
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	-514.72	-225.19	.00	-518.80	49.8%
25303801	47100	INTEREST INC- INVES		2	2	-181.54	.00	.00	183.54-9077.0%	
25303801	49020	TRANSFER IN - INTRA		0	-1,003	.00	.00	.00	-1,002.96	.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%

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25403801	46100	SPECIAL ASSMNT REV-		-7,479	-7,479	-7,637.85	-3,548.90	.00	158.57	102.1%
25403801	47100	INTEREST INC- INVES		8	8	-1,358.79	.00	.00	1,366.79	*****%
25403801	49020	TRANSFER IN - INTRA		0	-1,528	.00	.00	.00	-1,528.41	.0%
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	-35,104.20	-16,695.90	.00	-.41	100.0%
25503801	47100	INTEREST INC- INVES		-55	-55	-904.10	.00	.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	-222.48	-108.00	.00	-3,145.56	6.6%
25803801	47100	INTEREST INC- INVES		15	15	-2,936.24	.00	.00	2,951.24	*****%
25803801	49020	TRANSFER IN - INTRA		0	-2,527	.00	.00	.00	-2,527.33	.0%
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	-13,881.78	-6,940.89	.00	-3,576.64	79.5%
26003801	47100	INTEREST INC- INVES		-20	-20	-735.66	.00	.00	715.66	3678.3%
26003801	49020	TRANSFER IN - INTRA		0	-1,772	.00	.00	.00	-1,772.03	.0%
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	-38,885.60	-16,780.90	.00	-560.40	98.6%
30403801	47100	INTEREST INC- INVES		0	-236	-776.61	.00	.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	46100	SPECIAL ASSMNT REV-		-439,898	0	.00	.00	.00	.00	.0%
40103101	47100	INTEREST INC- INVES		-740	0	.00	.00	.00	.00	.0%
40103801	46100	SPECIAL ASSMNT REV-		0	-439,898	-372,953.03	-179,264.29	.00	-66,944.97	84.8%
40103801	47100	INTEREST INC- INVES		0	-740	-1,518.71	.00	.00	778.71	205.2%
40203101	46100	SPECIAL ASSMNT REV-		-47,919	0	.00	.00	.00	.00	.0%
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	.00	.00	-725.92	403.7%
40203801	47300	DONATIONS AND CONTR		0	-15,446	-15,446.00	.00	.00	.00	100.0%
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	-535,312.39	-214,472.76	.00	-24,535.61	95.6%
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	.00	.00	17,222.44	288.5%
60403801	46000	SPECIAL ASSMNT REV-		-1,172,111	-1,172,111	-1,122,979.41	-515,932.90	.00	-49,131.59	95.8%
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	.00	.00	41,307.81	303.6%

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120	MAINT ASSMNT DIST	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60503304 47000	MISCELLANEOUS REVEN	-13,410	0	-4,485.00	-2,538.00	.00	4,485.00	100.0%
60503801 46400	SP.ASSMNT MELLO-ROO	-3,072,565	-3,072,565	-3,230,637.74	-1,546,308.89	.00	158,072.74	105.1%
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	.00	.00	23,691.43	227.3%
60603801 47100	INTEREST INC- INVES	-3,147	-3,147	-9,550.02	.00	.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	.00	.00	3,459.21	431.7%
60803801 46100	SPECIAL ASSMNT REV-	0	0	-525,079.45	-304,965.49	.00	525,079.45	100.0%
TOTAL MAINT ASSMNT DIST		-8,640,517	-8,824,211	-7,745,832.66	-3,089,064.15	.00	-1,078,378.01	87.8%
TOTAL REVENUES		-8,640,517	-8,824,211	-7,745,832.66	-3,089,064.15	.00	-1,078,378.01	
181 STATE GAS TAX FUND								
1811001 42100	GAS TAX - HUTA SEC 2	-1,998,207	-1,998,207	-1,513,520.41	-122,331.88	.00	-484,686.59	75.7%
1811001 42110	GAS TAX - HUTA SEC 2	-1,323,218	-1,323,218	-1,005,891.84	-92,601.92	.00	-317,326.16	76.0%
1811001 42120	GAS TAX - HUTA SEC 2	-832,439	-832,439	-644,749.46	-61,760.98	.00	-187,689.54	77.5%
1811001 42130	GAS TAX - HUTA SEC 2	-1,589,361	-1,589,361	-1,353,173.54	-126,405.84	.00	-236,187.46	85.1%
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	.00	.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	-251,723.87	-41,351.14	.00	251,723.87	100.0%
1813401 47700	OTHER REIMBURSEMENTS	0	0	-7,426.74	-2,184.79	.00	7,426.74	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	.00	.00	458.22	100.0%
1813401 49000	M2001 TRANSFERS IN (L	0	0	-252,454.10	-42,921.88	.00	252,454.10	100.0%
TOTAL STATE GAS TAX FUND		-6,571,497	-6,571,497	-5,029,044.27	-489,558.43	.00	-1,542,452.73	76.5%
TOTAL REVENUES		-6,571,497	-6,571,497	-5,029,044.27	-489,558.43	.00	-1,542,452.73	
182 TRAFFIC SAFETY FUND								
1821001 49300	TRANSFERS IN	-330,000	0	.00	.00	.00	.00	.0%
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	-226,822.47	-19,431.41	.00	-20,305.53	91.8%
1823103 47100	INTEREST INC- INVEST	-1,464	-1,464	-2,547.73	.00	.00	1,083.73	174.0%
TOTAL TRAFFIC SAFETY FUND		-578,592	-578,592	-394,370.20	-19,431.41	.00	-184,221.80	68.2%
TOTAL REVENUES		-578,592	-578,592	-394,370.20	-19,431.41	.00	-184,221.80	
185 ROAD MAINT & REHAB ACT FUND								

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185	ROAD MAINT & REHAB ACT FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1851001 42200	RMRA (SB-1) - ROAD M	-4,984,811	-4,984,811	-3,825,736.85	-453,334.27	.00	-1,159,074.15	76.7%
1851001 47100	INTEREST INC- INVEST	-49,497	-49,497	-40,038.74	.00	.00	-9,458.26	80.9%
	TOTAL ROAD MAINT & REHAB ACT FUND	-5,034,308	-5,034,308	-3,865,775.59	-453,334.27	.00	-1,168,532.41	76.8%
	TOTAL REVENUES	-5,034,308	-5,034,308	-3,865,775.59	-453,334.27	.00	-1,168,532.41	
191 ASSET SEIZURE FUND - FED								
1912111 47100	INTEREST INC- INVEST	-1,514	-1,514	-3,393.04	.00	.00	1,879.04	224.1%
1912132 43240	ASSET SEIZURE	0	0	-1,912.76	-218.06	.00	1,912.76	100.0%
	TOTAL ASSET SEIZURE FUND - FED	-1,514	-1,514	-5,305.80	-218.06	.00	3,791.80	350.4%
	TOTAL REVENUES	-1,514	-1,514	-5,305.80	-218.06	.00	3,791.80	
192 ASSET SEIZURE FUND - STATE								
1922131 43240	ASSET SEIZURE	0	0	-35,436.69	-3,539.62	.00	35,436.69	100.0%
1922131 47100	INTEREST INC- INVEST	-1,333	-1,333	-2,982.36	.00	.00	1,649.36	223.7%
	TOTAL ASSET SEIZURE FUND - STATE	-1,333	-1,333	-38,419.05	-3,539.62	.00	37,086.05	2882.1%
	TOTAL REVENUES	-1,333	-1,333	-38,419.05	-3,539.62	.00	37,086.05	
200 FEDERAL GRANTS FUND								
2002131 48000 C2036	FEDERAL GRANTS	0	-300,120	-495.00	.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%
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	-20,215.62	-5,015.91	.00	10,368.03	205.3%
2002501 48000 C2321	FEDERAL GRANTS	0	-96,608	-60,106.82	-60,106.82	.00	-36,501.55	62.2%
2002501 48000 C2332	FEDERAL GRANTS	0	-100,000	.00	.00	.00	-100,000.00	.0%

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200	FEDERAL GRANTS FUND			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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	-60,884.59	-60,884.59	.00	-5,251.77	92.1%
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	-36,393	-36,393.00	.00	.00	.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	C2038	STATE GRANTS	0	0	-.10	.00	.00	.10	100.0%
2002501	48030	G1904	STATE GRANTS	0	-35,329	7,345.95	.00	.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	179,564.79	-138,048.33	.00	-788,604.77	-29.5%
2002501	48030	G2007	STATE GRANTS	0	-180,309	.00	-6,066.97	.00	-180,309.02	.0%
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	C1305	FEDERAL GRANTS	0	-426,459	-425,911.52	-1,413,852.19	.00	-547.28	99.9%
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	.00	.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%
2003102	48000	C2206	FEDERAL GRANTS	0	-2,998,600	-150,747.50	.00	.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	.00	.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	-6,121.92	-448.03	.00	-6,878.08	47.1%
2005503	48200	G2313	FEDERAL PASS-TH	0	0	.10	.00	.00	-.10	100.0%
2005503	48200	G2401	FEDERAL PASS-TH	-151,980	-151,980	-137,013.84	-15,499.00	.00	-14,966.16	90.2%

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200	FEDERAL GRANTS FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL FEDERAL GRANTS FUND	-164,980	-18,145,352	-863,668.31	-1,699,921.84	.00	-17,281,683.47	4.8%
	TOTAL REVENUES	-164,980	-18,145,352	-863,668.31	-1,699,921.84	.00	-17,281,683.47	
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 REVENUE	0	0	-9,951.88	-622.92	.00	9,951.88	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	-766,497.45	-622.92	.00	-7,789,944.39	9.0%
	TOTAL REVENUES	-2,313,917	-8,556,442	-766,497.45	-622.92	.00	-7,789,944.39	
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 REVENUE	0	0	-38,799.26	-138.00	.00	38,799.26	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	13,114.71	-138.00	.00	-4,095,659.99	-.3%
	TOTAL REVENUES	-868,867	-4,082,545	13,114.71	-138.00	.00	-4,095,659.99	
203 EMERGENCY SHELTER FUND								
2038101 48000	FEDERAL GRANTS	-207,883	-779,703	-477,159.44	.00	.00	-302,543.55	61.2%
	TOTAL EMERGENCY SHELTER FUND	-207,883	-779,703	-477,159.44	.00	.00	-302,543.55	61.2%
	TOTAL REVENUES	-207,883	-779,703	-477,159.44	.00	.00	-302,543.55	
204 ARPA								
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								

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210	STATE & LOCAL GRANTS FUND				ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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	-251,665.53	-251,665.53	.00	-281,334.47	47.2%
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	.00	.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	-51,282.91	-34,677.97	.00	-146,509.56	25.9%
2102131	48030	G2301	STATE	GRANTS	0	-67,986	186,476.04	-4,053.84	.00	-254,462.51	-274.3%
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	-8,580.76	-8,580.76	.00	-31,419.24	21.5%
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	.00	.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	-564,148.68	-648,740.00	.00	-6,892,115.28	7.6%
2103301	48030	C2220	STATE	GRANTS	0	-177,952	.00	.00	.00	-177,952.00	.0%
2103301	48030	C2317	STATE	GRANTS	0	-3,326,328	-305,876.23	-74,412.57	.00	-3,020,451.78	9.2%
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	-10,725.00	-10,725.00	.00	-7,081,575.00	.2%
2103302	48030	G2251	STATE	GRANTS	0	0	82,500.00	.00	.00	-82,500.00	100.0%
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%
2103600	48030	G2242	STATE	GRANTS	0	-199,851	-199,850.61	-199,850.61	.00	.00	100.0%
2103610	48030	C2201	STATE	GRANTS	0	-9,500,000	.00	.00	.00	-9,500,000.00	.0%
2103610	48030	G2254	STATE	GRANTS	0	-197,164	-197,163.63	-197,163.63	.00	.00	100.0%
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%

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210	STATE & LOCAL GRANTS FUND			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
2103631	48030	G2417	STATE GRANTS	0	-26,848	-26,848.00	.00	.00	.00	100.0%
2104101	48030	G2320	STATE GRANTS	0	-41,912	-7,238.45	-7,238.45	.00	-34,673.05	17.3%
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	.00	.00	-39.74	99.8%
2105501	48030	C2216	STATE GRANTS	0	-3,412,592	-1,375,013.76	-340,117.00	.00	-2,037,578.00	40.3%
2105502	48000		FEDERAL GRANTS	-4,680,000	0	-221,357.33	1,570,884.02	.00	221,357.33	100.0%
2105502	48000	G2422	FEDERAL GRANTS	0	-4,680,314	-2,004,225.92	-2,004,225.92	.00	-2,676,087.76	42.8%
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	.00	.00	-27,186.55	58.4%
2105503	48000	G2419	FEDERAL GRANTS	0	-51,444	.00	.00	.00	-51,444.25	.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	.00	.00	-1,332,907.40	31.8%
2108101	47000		MISCELLANEOUS REVENUE	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	-58,886,334	-11,976,354.21	-2,210,567.26	.00	-46,909,979.87	20.3%
TOTAL REVENUES				-7,858,739	-58,886,334	-11,976,354.21	-2,210,567.26	.00	-46,909,979.87	
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	.00	.00	1,031.65	182.6%
90403001	42310		TRANSPORT. TAX TDA	-655,978	-655,978	-546,650.00	-54,665.00	.00	-109,328.00	83.3%
90403001	47100		INTEREST INC- INVES	-13,746	-13,746	-38,636.32	.00	.00	24,890.32	281.1%
90403201	43310		LEASE REVENUE (LONG	-251,089	-251,089	-247,422.20	-16,077.63	.00	-3,666.80	98.5%
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	.00	.00	-3,384.73	-1.5%
TOTAL TRANSPORT DEV ACT (TDA) FUN				-925,396	-925,396	-850,429.84	-70,742.63	.00	-74,966.16	91.9%
TOTAL REVENUES				-925,396	-925,396	-850,429.84	-70,742.63	.00	-74,966.16	
220 STATE HOUSING (LHTFP) GRANT										
2208101	47100		INTEREST INC- INVEST	-2,846	-2,846	-12,709.57	.00	.00	9,863.57	446.6%

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220	STATE HOUSING (LHTFP) GRANT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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	.00	.00	-1,635,268.12	42.4%
TOTAL REVENUES		-2,846	-2,836,852	-1,201,583.77	.00	.00	-1,635,268.12	
230 STATE TRAFFIC CONG RELIEF FUND								
2303103 47100	INTEREST INC- INVEST	-4,537	-4,537	-13,877.11	.00	.00	9,340.11	305.9%
TOTAL STATE TRAFFIC CONG RELIEF F		-4,537	-4,537	-13,877.11	.00	.00	9,340.11	305.9%
TOTAL REVENUES		-4,537	-4,537	-13,877.11	.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	.00	.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%
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%

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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	-140,359	-140,358.94	.00	.00	-.06	100.0%
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	49300	C2420	TRANSFERS IN -	0	-23,107	.00	.00	.00	-23,107.00	.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	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	-2,606,872	-859,807.18	.00	.00	-1,747,064.82	33.0%
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%

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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	-1,814,161	-46,886.52	.00	.00	-1,767,274.33	2.6%
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%
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%

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301	CAPITAL OUTLAY FUND				ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
3013401	49300	C2205	TRANSFERS	IN	-8,000,000	-14,840,392	-1,327,111.25		.00	-13,513,280.57	8.9%
3013401	49300	C2209	TRANSFERS	IN	-10,500,000	-8,847,159	-3,281,520.01		.00	-5,565,638.99	37.1%
3013401	49300	C2330	TRANSFERS	IN	0	-21,239	.00		.00	-21,239.00	.0%
3013502	49300	C2214	TRANSFERS	IN	-100,000	-100,000	.00		.00	-100,000.00	.0%
3013502	49300	C2215	TRANSFERS	IN	0	-763,366	-14,701.04		.00	-748,665.21	1.9%
3013502	49300	C2267	TRANSFERS	IN	0	-829,498	.00		.00	-829,498.00	.0%
3013502	49300	C2403	TRANSFERS	IN	-80,000	-80,000	-56,406.32		.00	-23,593.68	70.5%
3013502	49300	C2406	TRANSFERS	IN	-1,150,000	-1,150,000	.00		.00	-1,150,000.00	.0%
3013801	49300	C1901	TRANSFERS	IN	0	-253,040	.00		.00	-253,040.00	.0%
3013801	49300	C2015	TRANSFERS	IN	0	-216,247	.00		.00	-216,247.00	.0%
3013801	49300	C2016	TRANSFERS	IN	0	-155,000	.00		.00	-155,000.00	.0%
3013801	49300	C2017	TRANSFERS	IN	0	-469,661	.00		.00	-469,661.00	.0%
3013801	49300	C2219	TRANSFERS	IN	0	-434,475	.00		.00	-434,475.00	.0%
3013801	49300	C2221	TRANSFERS	IN	0	-400,000	.00		.00	-400,000.00	.0%
3013801	49300	C2407	TRANSFERS	IN	-75,000	-75,000	.00		.00	-75,000.00	.0%
3015404	49300	C2250	TRANSFERS	IN	0	-1,071,500	.00		.00	-1,071,500.00	.0%
3015404	49300	C2314	TRANSFERS	IN	0	-450,000	.00		.00	-450,000.00	.0%
3015405	49300	C1603	TRANSFERS	IN	0	-2,318,484	.00		.00	-2,318,484.00	.0%
3015501	49300	C2009	TRANSFERS	IN	0	-6,316	.00		.00	-6,316.31	.0%
3015501	49300	C2010	TRANSFERS	IN	0	-120,638	-5,699.52		.00	-114,938.78	4.7%
3015501	49300	C2042	TRANSFERS	IN	0	-718,844	-540,930.06		.00	-177,913.83	75.3%
3015501	49300	C2216	TRANSFERS	IN	0	-3,413,113	-1,370,073.10		.00	-2,043,039.89	40.1%
3015501	49300	C2247	TRANSFERS	IN	0	-122,468	-70,429.03		.00	-52,039.26	57.5%
3015501	49300	C2251	TRANSFERS	IN	0	-1,489,698	-12,496.79		.00	-1,477,201.03	.8%
3015501	49300	C2262	TRANSFERS	IN	0	-346,636	-56,262.09		.00	-290,374.15	16.2%
3015601	49300	C2043	TRANSFERS	IN	0	-1,043,855	-14,266.57		.00	-1,029,588.47	1.4%
3018101	49300	C1902	TRANSFERS	IN	0	-354,318	.00		.00	-354,317.80	.0%
3018101	49300	C2405	TRANSFERS	IN	-764,387	-764,387	.00		.00	-764,387.00	.0%
3018105	49300	C2238	TRANSFERS	IN	0	-700,000	.00		.00	-700,000.00	.0%
3018110	49300	C1841	TRANSFERS	IN	0	-79,825	.00		.00	-79,824.63	.0%
3018110	49300	C2007	TRANSFERS	IN	0	-48,934	.00		.00	-48,934.00	.0%
3018110	49300	C2331	TRANSFERS	IN	0	-111,621	.00		.00	-111,621.00	.0%
TOTAL CAPITAL OUTLAY FUND					-32,770,339	-149,542,143	-22,313,027.98		.00	-127,229,115.24	14.9%
TOTAL REVENUES					-32,770,339	-149,542,143	-22,313,027.98		.00	-127,229,115.24	
311 PEG FEES FUND											
3111405	40400	FRANCHISE FEES			-398,436	-398,436	-247,536.17	-79,386.15	.00	-150,899.83	62.1%
3111405	47100	INTEREST INC- INVEST			-30,090	-30,090	-92,195.47	.00	.00	62,105.47	306.4%
TOTAL PEG FEES FUND					-428,526	-428,526	-339,731.64	-79,386.15	.00	-88,794.36	79.3%
TOTAL REVENUES					-428,526	-428,526	-339,731.64	-79,386.15	.00	-88,794.36	

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313	2022 LEASE PURCH EQUIP FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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%
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	

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350	DEVELOPMENT IMPACT FEES FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
350 DEVELOPMENT IMPACT FEES FUND								
80101001	41030	QUIMBY PARK CAPITAL	0	0	-255,801.95	.00	255,801.95	100.0%
80101001	47100	INTEREST INC- INVES	-62,919	-62,919	-195,515.06	.00	132,596.06	310.7%
80201001	41040	PARK ACQUISITION DE	0	0	-955,345.44	-34,943.08	955,345.44	100.0%
80201001	47100	INTEREST INC- INVES	-5,108	-5,108	-25,007.61	.00	19,899.61	489.6%
80301001	47100	INTEREST INC- INVES	-64,519	-64,519	-198,015.07	.00	133,496.07	306.9%
80304102	41010	STORM DRAIN FACIL F	-144,375	-144,375	-167,272.46	-27,972.96	22,897.46	115.9%
80401001	47100	INTEREST INC- INVES	-102,101	-102,101	-344,851.32	.00	242,750.32	337.8%
80404102	41300	TRAFFIC IMPACT FEES	-2,007,045	-2,007,045	-4,610,695.50	-168,135.43	2,603,650.50	229.7%
80501001	41020	GROWTH CAPITAL FEES	-659,500	-659,500	-1,597,228.18	-50,703.08	937,728.18	242.2%
80501001	47100	INTEREST INC- INVES	-9,727	-9,727	-34,520.83	.00	24,793.83	354.9%
80501001	49020	C1702 TRANSFER IN -	0	-2,503,555	.00	.00	-2,503,555.00	.0%
80551001	47100	INTEREST INC- INVES	-4,893	-4,893	-19,696.34	.00	14,803.34	402.5%
80553201	43060	MISC PLANNING FEES	0	0	-432,441.58	-16,535.44	432,441.58	100.0%
80601001	41020	GROWTH CAPITAL FEES	-44,000	-44,000	-222,029.60	-2,009.92	178,029.60	504.6%
80601001	47100	INTEREST INC- INVES	-15,799	-15,799	-48,660.69	.00	32,861.69	308.0%
80701001	41050	UTILITY UNDERGROUND	-50,360	-50,360	-55,940.05	-3,892.80	5,580.05	111.1%
80701001	47100	INTEREST INC- INVES	-10,764	-10,764	-33,206.18	.00	22,442.18	308.5%
80801001	47100	INTEREST INC- INVES	-7,440	-7,440	.00	.00	-7,440.00	.0%
80805905	47300	DONATIONS AND CONTR	0	0	-40,639.17	-4,911.18	40,639.17	100.0%
TOTAL DEVELOPMENT IMPACT FEES FUN		-3,188,550	-5,692,105	-9,236,867.03	-309,103.89	.00	3,544,762.03	162.3%
TOTAL REVENUES		-3,188,550	-5,692,105	-9,236,867.03	-309,103.89	.00	3,544,762.03	
360 OTH. DEVPT FEES FUND								
70101001	47100	INTEREST INC- INVES	-9,954	-9,954	-31,942.86	.00	21,988.86	320.9%
70101001	47600	PL OFFSITE AIR QUAL	0	0	-97,543.30	.00	97,543.30	100.0%
70202512	41060	CUPA PERM & PLAN CH	-1,100,000	-1,100,000	-1,186,580.98	-13,906.79	86,580.98	107.9%
70202512	43260	MISCELLANEOUS FEES	-11,228	-11,228	-28.00	.00	-11,200.00	.2%
70202512	43260	T0155 MISCELLANEOUS	0	0	-12,110.00	-210.00	12,110.00	100.0%
70202512	47000	MISCELLANEOUS REVEN	0	0	-4,796.64	-936.00	4,796.64	100.0%
70202512	47100	INTEREST INC- INVES	-7,372	-7,372	-36,906.06	.00	29,534.06	500.6%
70202512	48300	MISC INTERGOV REVEN	0	0	-68,028.00	-994.00	68,028.00	100.0%
70302512	43250	MISCELLANEOUS FINES	-10,150	-10,150	.00	.00	-10,150.00	.0%
70302512	47100	INTEREST INC- INVES	-1,693	-1,693	-5,971.47	.00	4,278.47	352.7%
70408105	47100	INTEREST INC- INVES	-721	-721	-2,205.15	.00	1,484.15	305.8%
70508101	43070	AFFORDABLE HOUSING-	0	0	-473,000.00	.00	473,000.00	100.0%
70508105	47100	INTEREST INC- INVES	-39,279	-39,279	-117,460.75	.00	78,181.75	299.0%

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360	OTH. DEVPT FEES FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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	.00	.00	5,638.86	305.9%
TOTAL OTH. DEVPT FEES FUND		-1,183,136	-1,183,136	-2,171,243.22	-16,046.79	.00	988,107.22	183.5%
TOTAL REVENUES		-1,183,136	-1,183,136	-2,171,243.22	-16,046.79	.00	988,107.22	
420 HOUSING SUC AGCY FUND								
4201001 42440	PAYMENT IN LIEU OF P	0	0	-76,083.00	-76,083.00	.00	76,083.00	100.0%
4208101 47100	INTEREST INC- INVEST	27	27	-68,556.50	.00	.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	-255,259.96	-76,083.00	.00	255,286.96	*****%
TOTAL REVENUES		27	27	-255,259.96	-76,083.00	.00	255,286.96	
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	.00	.00	55,437.74	302.1%
TOTAL DOWNTOWN IMPROVEMENT DISTRI		-27,433	-27,433	-82,870.74	.00	.00	55,437.74	302.1%
TOTAL REVENUES		-27,433	-27,433	-82,870.74	.00	.00	55,437.74	
500 BOND ASSESSMENT DISTRICTS								
50001001 46000	SPECIAL ASSMNT REV-	-568,141	0	-229,512.34	-229,512.34	.00	229,512.34	100.0%
50001001 47110	OTHER INTEREST INCO	-213	0	-2,012.98	.00	.00	2,012.98	100.0%

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500	BOND ASSESSMENT DISTRICTS	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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	-190,800.24	-96,503.45	.00	7,761.24	104.2%
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	-833,607.37	-387,411.75	.00	-112,103.63	88.1%
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	-1,761,561.08	-799,951.70	.00	-22,010.92	98.8%
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	-610,089.72	-244,964.67	.00	-87,239.28	87.5%
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	-3,936,639.37	-1,758,343.91	.00	-250,247.63	94.0%
TOTAL REVENUES		-4,186,887	-4,186,887	-3,936,639.37	-1,758,343.91	.00	-250,247.63	
541 DEVELOPER/OTHER DEPOSITS FUND								
5411001 47300 T0019	DONATIONS AND C	0	0	-48,303.46	.00	.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	.00	.00	318,321.95	373.3%
5418105 47000	MISCELLANEOUS REVENU	0	0	-1,391.25	.00	.00	1,391.25	100.0%
TOTAL DEVELOPER/OTHER DEPOSITS FU		0	-381,725	-490,116.45	.00	.00	108,391.82	128.4%
TOTAL REVENUES		0	-381,725	-490,116.45	.00	.00	108,391.82	
545 HOUSING AUTHORITY PAYROLL FUND								
5451001 49400	HOUSING PAYROLL REIM	0	0	-5,091,365.37	-482,732.07	.00	5,091,365.37	100.0%
TOTAL HOUSING AUTHORITY PAYROLL F		0	0	-5,091,365.37	-482,732.07	.00	5,091,365.37	100.0%
TOTAL REVENUES		0	0	-5,091,365.37	-482,732.07	.00	5,091,365.37	
561 OXNARD DOWNTOWN MGT DIST FUND								
5618110 46100	SPECIAL ASSMNT REV-M	0	0	-319,433.56	-135,172.31	.00	319,433.56	100.0%

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561	OXNARD DOWNTOWN MGT DIST FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
5618110 47100	INTEREST INC- INVEST	-2,020	-2,020	-3,868.57	.00	.00	1,848.57	191.5%
	TOTAL OXNARD DOWNTOWN MGT DIST FU	-2,020	-2,020	-323,302.13	-135,172.31	.00	321,282.13*****	
	TOTAL REVENUES	-2,020	-2,020	-323,302.13	-135,172.31	.00	321,282.13	
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	-37,588.00	-4,024.00	.00	-4,948.00	88.4%
5712131 47300	T0015 DONATIONS AND C	0	16,086	134,324.00	98,291.00	.00	-118,238.00	835.0%
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	-1,546.99	-134.35	.00	874.83	230.2%
5715401 47300	T0131 DONATIONS AND C	0	-15,421	-16,006.66	-584.95	.00	585.77	103.8%
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	-1,275,333.96	93,547.70	.00	-319,480.00	80.0%
	TOTAL REVENUES	0	-1,594,814	-1,275,333.96	93,547.70	.00	-319,480.00	
601 WATER OPERATING FUND								
6013600 43270	PENALTIES & FORFEITU	-497,300	-497,300	-509,900.74	-38,510.04	.00	12,600.74	102.5%
6013600 43400	DAMAGE REIMBURSEMENT	0	0	-110,415.98	-3,465.38	.00	110,415.98	100.0%
6013600 45100	WATER CHARGES - RES	-34,530,802	-34,530,802	-30,571,784.41	-2,732,144.10	.00	-3,959,017.59	88.5%
6013600 45110	WATER CHARGES - COMM	-26,737,530	-26,737,530	-19,548,853.86	-1,721,063.52	.00	-7,188,676.14	73.1%
6013600 45120	WATER CHARGES - FIRE	-1,177,126	-1,177,126	-648,813.82	-56,256.46	.00	-528,312.18	55.1%
6013600 45140	WATER - PHWA SVC AGM	-1,248,000	-1,248,000	-749,645.09	-35,047.49	.00	-498,354.91	60.1%
6013600 45150	WATER - MISC SERVICE	-632,320	-632,320	-475,273.64	-44,960.00	.00	-157,046.36	75.2%
6013600 45190	WATER - OTHER REVENU	-144,530	-144,530	-358,113.41	-95,388.44	.00	213,583.41	247.8%
6013600 45190	T0255 WATER - OTHER R	0	0	-2,884.14	-2,884.14	.00	2,884.14	100.0%
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	.00	.00	312,396.61	313.4%
6013600 47110	OTHER INTEREST INCOM	-58,700	-58,700	-439,739.82	.00	.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	-24,111.94	-24,111.94	.00	-108,627.06	18.2%
6013600 49000	C1305 TRANSFERS IN (L	0	0	-146.23	.00	.00	146.23	100.0%
6013600 49000	C1306 TRANSFERS IN (L	0	0	-55,528.91	.00	.00	55,528.91	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	C1307	TRANSFERS IN (L	0	0	-20,461.64	.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	.00	.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	-5,137.04	-718.41	.00	5,137.04	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	.00	.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	-12,989.38	-1,153.79	.00	12,989.38	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	-3,639.36	-131.42	.00	3,639.36	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	-26,667.18	-4,333.56	.00	26,667.18	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	-18,390.10	-89.30	.00	18,390.10	100.0%
6013600	49000	C2201	TRANSFERS IN (C	0	0	-52,553.59	-5,043.79	.00	52,553.59	100.0%
6013600	49000	C2205	TRANSFERS IN (C	0	0	-42,833.53	-10,067.94	.00	42,833.53	100.0%
6013600	49000	C2209	TRANSFERS IN (C	0	0	-46,576.42	-12,514.63	.00	46,576.42	100.0%
6013600	49000	C2220	TRANSFERS IN (C	0	0	-17,853.34	-6,178.66	.00	17,853.34	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	-4,006.81	-868.75	.00	4,006.81	100.0%
6013600	49000	C2234	TRANSFERS IN (L	0	0	-1,018.79	-547.03	.00	1,018.79	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	-1,982.51	-569.68	.00	1,982.51	100.0%
6013600	49000	C2306	TRANSFERS IN (L	0	0	-379.69	-131.42	.00	379.69	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	-2,530.86	-197.20	.00	2,530.86	100.0%
6013600	49000	M2210	TRANSFERS IN (C	0	0	-1,330.74	-131.42	.00	1,330.74	100.0%
6013600	49160		TRANSFERS IN - IUF	0	-2,274,994	-2,262,535.50	.00	.00	-12,458.00	99.5%
6013600	49500		PRINCIPAL PAYMENTS R	-144,647	-144,647	-144,646.56	.00	.00	-.44	100.0%

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601	WATER OPERATING FUND		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6013600	49510	INTEREST PAYMENTS -	-14,694	-14,694	-14,693.50	.00	.00	- .50	100.0%
6013602	47000	MISCELLANEOUS REVENU	0	0	-12,950.00	-1,400.00	.00	12,950.00	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	-33,386.43	-10,967.82	.00	33,386.43	100.0%
6013604	49000	C2022 TRANSFERS IN (L	0	0	-16,564.04	-886.27	.00	16,564.04	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	-530,254.67	-45,204.81	.00	245,840.67	186.4%
TOTAL WATER OPERATING FUND			-67,844,077	-70,119,070	-58,417,154.59	-4,854,967.41	.00	-11,701,915.85	83.3%
TOTAL REVENUES			-67,844,077	-70,119,070	-58,417,154.59	-4,854,967.41	.00	-11,701,915.85	
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	
603 WATER DEVLPMNT IMPACT FEES FUND									

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603	WATER DEVL	PMT IMPACT FEES FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6033600 45180	WATER-RESOURCE DEV F		-600,000	-600,000	-912,931.00	-78,175.00	.00	312,931.00	152.2%
6033600 47100	INTEREST INC- INVEST		-117,350	-117,350	-368,646.84	.00	.00	251,296.84	314.1%
TOTAL WATER DEVL			-717,350	-717,350	-1,281,577.84	-78,175.00	.00	564,227.84	178.7%
TOTAL REVENUES			-717,350	-717,350	-1,281,577.84	-78,175.00	.00	564,227.84	
605 WATER CAP FACILITY FUND									
6053600 45170	WATER-CAPITAL FAC CH		-67,471	-67,471	-113,228.00	-9,548.00	.00	45,757.00	167.8%
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	.00	.00	21,891.84	316.0%
TOTAL WATER CAP FACILITY FUND			-77,608	-77,608	-137,981.84	-9,548.00	.00	60,373.84	177.8%
TOTAL REVENUES			-77,608	-77,608	-137,981.84	-9,548.00	.00	60,373.84	
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	.00	.00	26,909.87	344.9%
TOTAL WATER RESOURCE FEE FUND			-252,810	-252,810	-37,899.87	.00	.00	-214,910.13	15.0%
TOTAL REVENUES			-252,810	-252,810	-37,899.87	.00	.00	-214,910.13	
607 WATER BONDS/WIFIA LOANS									
6073600 47900	PROCEEDS FROM SALE O		0	-1,350,000	.00	.00	.00	-1,350,000.00	.0%
TOTAL WATER BONDS/WIFIA LOANS			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	-8,266.70	-677.93	.00	-676,296.30	1.2%
6083607 45160	WATER-CROSS CONTAM P		-328,813	-328,813	-344,211.00	-29,847.00	.00	15,398.00	104.7%
6083607 47100	INTEREST INC- INVEST		-9,259	-9,259	-25,485.82	.00	.00	16,226.82	275.3%

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608	WATER SECURITY-CONT PREV FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL WATER SECURITY-CONT PREV FU	-1,022,635	-1,022,635	-377,963.52	-30,524.93	.00	-644,671.48	37.0%
	TOTAL REVENUES	-1,022,635	-1,022,635	-377,963.52	-30,524.93	.00	-644,671.48	
609 WATER BOND 2021A REV BOND FUND								
6093600 47110	OTHER INTEREST INCOM	0	0	-141,208.43	.00	.00	141,208.43	100.0%
	TOTAL WATER BOND 2021A REV BOND F	0	0	-141,208.43	.00	.00	141,208.43	100.0%
	TOTAL REVENUES	0	0	-141,208.43	.00	.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	-371,656.54	-28,198.32	.00	-67,343.46	84.7%
6113610 45200	SEWER CHARGES - RES	-23,407,211	-23,407,211	-20,213,126.60	-1,753,636.74	.00	-3,194,084.40	86.4%
6113610 45210	SEWER CHARGES - RES	-7,662,668	-7,662,668	-6,796,271.31	-565,673.72	.00	-866,396.69	88.7%
6113610 45220	SEWER CHARGES - COMM	-5,350,424	-5,350,424	-4,635,128.59	-418,837.88	.00	-715,295.41	86.6%
6113610 45230	SEWER CHARGES - INDU	-5,509,149	-5,509,149	-4,758,300.12	-327,814.60	.00	-750,848.88	86.4%
6113610 45240	SEWER CHARGES-OUTSID	-570,000	-570,000	-329,346.53	-70,801.94	.00	-240,653.47	57.8%
6113610 45250	SEWER CODE ENFORCEME	-80,000	-80,000	-67,639.30	-37,150.00	.00	-12,360.70	84.5%
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	.00	.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	.00	.00	24,170.50	100.0%
6113612 45250	SEWER CODE ENFORCEME	-134,000	-134,000	-279,881.46	-1,811.39	.00	145,881.46	208.9%
6113612 45260	DISCHARGE PERMIT-WW	-118,537	-118,537	-113,965.63	-3,490.18	.00	-4,571.37	96.1%
6113613 47000	MISCELLANEOUS REVENU	0	0	-1,021.48	-300.00	.00	1,021.48	100.0%
6113613 49160	TRANSFERS IN - IUUF	-1,423,488	-1,423,488	-1,419,097.00	.00	.00	-4,391.00	99.7%
6113614 45240	SEWER CHARGES-OUTSID	-2,393,520	-2,393,520	-1,938,563.62	-194,861.20	.00	-454,956.38	81.0%
6113614 45270	WW LABORATORY SERVIC	-6,880	-6,880	-16,070.00	-10,830.00	.00	9,190.00	233.6%
6113614 49000 C1306	TRANSFERS IN (L	0	0	-20,088.02	.00	.00	20,088.02	100.0%
6113614 49000 C1307	TRANSFERS IN (L	0	0	-19,859.32	.00	.00	19,859.32	100.0%
6113614 49000 C1803	TRANSFERS IN (L	0	0	-4,280.63	.00	.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	-5,136.50	-718.23	.00	5,136.50	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%
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	-11,798.11	-1,119.81	.00	11,798.11	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	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	-3,532.68	-127.64	.00	3,532.68	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	-25,958.02	-4,239.07	.00	25,958.02	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	-75,051.90	-4,895.68	.00	75,051.90	100.0%
6113614	49000	C2205	TRANSFERS IN (C	0	0	-18,662.55	-4,454.38	.00	18,662.55	100.0%
6113614	49000	C2209	TRANSFERS IN (C	0	0	-34,091.91	-7,557.88	.00	34,091.91	100.0%
6113614	49000	C2220	TRANSFERS IN (C	0	0	-17,329.00	-5,996.87	.00	17,329.00	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	-3,660.48	-843.29	.00	3,660.48	100.0%
6113614	49000	C2234	TRANSFERS IN (L	0	0	-1,002.54	-530.94	.00	1,002.54	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	-1,924.58	-552.83	.00	1,924.58	100.0%
6113614	49000	C2306	TRANSFERS IN (L	0	0	-127.64	-127.64	.00	127.64	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	-2,456.07	-191.31	.00	2,456.07	100.0%
6113614	49000	M2210	TRANSFERS IN (C	0	0	-1,291.59	-127.64	.00	1,291.59	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	.00	.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	.00	.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	-4,916.43	-89.24	.00	4,916.43	100.0%
6113615	49000	C2205	TRANSFERS IN (L	0	0	-23,825.61	-5,525.28	.00	23,825.61	100.0%
6113615	49000	C2209	TRANSFERS IN (L	0	0	-12,246.93	-4,956.49	.00	12,246.93	100.0%
6113615	49160		TRANSFERS IN - IUF	-1,423,488	-1,423,488	-1,419,097.00	.00	.00	-4,391.00	99.7%
TOTAL WASTEWATER OPERATING FUND				-48,974,766	-48,974,766	-44,104,947.68	-3,455,460.19	.00	-4,869,818.32	90.1%
TOTAL REVENUES				-48,974,766	-48,974,766	-44,104,947.68	-3,455,460.19	.00	-4,869,818.32	
612 WASTEWATER CIP FUND										
6123610	49300	C1814	TRANSFERS IN	-3,000,000	-6,754,194	-164,071.18	.00	.00	-6,590,123.03	2.4%

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612	WASTEWATER CIP FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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	-2,469,281.01	-92,358.38	.00	1,119,281.01	182.9%
6133610	47100 INTEREST INC- INVEST	-81,033	-81,033	-272,476.20	.00	.00	191,443.20	336.3%
TOTAL WASTEWATER CONNECTION FEE F		-1,431,033	-1,431,033	-2,741,757.21	-92,358.38	.00	1,310,724.21	191.6%
TOTAL REVENUES		-1,431,033	-1,431,033	-2,741,757.21	-92,358.38	.00	1,310,724.21	
617 WASTEWATER BONDS/SRF LOANS								
6171001	47900 PROCEEDS FROM SALE O	0	-64,182,739	.00	.00	.00	-64,182,738.89	.0%
TOTAL WASTEWATER BONDS/SRF LOANS		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	
628 WASTEWATER SEC-CONT PREV FUND								

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628	WASTEWATER SEC-CONT PREV FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6283616 47100	INTEREST INC- INVEST	-11,667	-11,667	3,096.98	.00	.00	-14,763.98	-26.5%
	TOTAL WASTEWATER SEC-CONT PREV FU	-11,667	-11,667	3,096.98	.00	.00	-14,763.98	-26.5%
	TOTAL REVENUES	-11,667	-11,667	3,096.98	.00	.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	.00	.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	.00	.00	20,886.49	100.0%
6313630 49000	C1307 TRANSFERS IN (L	0	0	-19,858.59	.00	.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	.00	.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	-5,471.27	-1,119.81	.00	5,471.27	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	-23,402.07	-3,117.46	.00	23,402.07	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	-38,175.15	-4,895.68	.00	38,175.15	100.0%
6313630 49000	C2205 TRANSFERS IN (L	0	0	-11,354.63	-2,907.86	.00	11,354.63	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	-17,328.89	-5,996.67	.00	17,328.89	100.0%
6313630 49000	C2232 TRANSFERS IN (L	0	0	-1,100.27	-843.32	.00	1,100.27	100.0%
6313630 49160	TRANSFERS IN - IUF	-2,614,128	-2,614,128	-2,606,065.00	.00	.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	-285,797.87	-29,266.50	.00	20,797.87	107.8%
6313632 45300	RESIDENTIAL STANDARD	-12,873,577	-12,873,577	-11,489,486.96	-1,030,987.43	.00	-1,384,090.04	89.2%
6313632 45301	RESIDENTIAL SPECIAL	-134,044	-134,044	-123,368.55	-9,674.90	.00	-10,675.45	92.0%
6313632 45310	RESIDENTIAL EXTRA CA	-443,203	-443,203	-412,930.63	-37,458.86	.00	-30,272.37	93.2%
6313632 47000	MISCELLANEOUS REVENU	-2,040	-2,040	-16,393.00	-245.00	.00	14,353.00	803.6%
6313632 47800	SALES OF ASSETS	0	0	-12,025.00	.00	.00	12,025.00	100.0%
6313633 45310	COMMERCIAL FEL 4-CUB	-11,193,641	-11,193,641	-10,171,423.75	-589,295.06	.00	-1,022,217.25	90.9%
6313633 45311	COMMERCIAL FEL 2-CUB	-4,172,960	-4,172,960	-3,653,277.14	-258,415.49	.00	-519,682.86	87.5%

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631	SOLID WASTE OPERATING FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6313633 45312	COMMERCIAL CARTS SER	-218,371	-218,371	-193,580.84	-15,646.38	.00	-24,790.16	88.6%
6313633 45313	COMMERCIAL SPECIAL P	-21,570	-21,570	-11,966.11	-190.12	.00	-9,603.89	55.5%
6313633 45314	COMMERCIAL FOOD WAST	-55,836	-55,836	-150,027.84	-9,427.51	.00	94,191.84	268.7%
6313634 45320	INDUSTRIAL 30-CUBIC	-1,496,055	-1,496,055	-1,402,165.84	-106,178.37	.00	-93,889.16	93.7%
6313634 45321	INDUSTRIAL 13.4-CUBI	-890,604	-890,604	-919,167.44	-71,596.00	.00	28,563.44	103.2%
6313634 45322	INDUSTRIAL 30YD PASS	-1,246,492	-1,246,492	-1,546,440.42	-151,396.89	.00	299,948.42	124.1%
6313634 45323	INDUSTRIAL 13.4YD PA	-293,552	-293,552	-202,561.67	-19,510.43	.00	-90,990.33	69.0%
6313634 45324	INDUSTRIAL SPECIAL P	-378,410	-378,410	-224,527.71	-17,342.31	.00	-153,882.29	59.3%
6313634 45325	INDUST SPEC P/U PASS	-602,811	-602,811	-331,763.94	-26,445.87	.00	-271,047.06	55.0%
6313634 45326	INDUSTRIAL RENTAL CH	-83,603	-83,603	-99,150.00	-9,390.00	.00	15,547.00	118.6%
6313634 45327	WALKING FLOOR TRAILER	-521,881	-521,881	-403,450.05	-30,863.55	.00	-118,430.95	77.3%
6313634 45328	WALK FL TRAILER PASS	-776,529	-776,529	-657,441.34	-48,423.46	.00	-119,087.66	84.7%
6313634 47000	MISCELLANEOUS REVENU	0	0	-600.00	-50.00	.00	600.00	100.0%
6313635 45340	DEL NORTE WASTE GATE	-6,902,000	-6,902,000	-7,620,745.98	-710,914.50	.00	718,745.98	110.4%
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	.00	.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	-2,826,648.62	-1,023,162.98	.00	-508,351.38	84.8%
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	-45,925,794.76	-4,214,762.41	.00	-3,043,782.66	93.8%
TOTAL REVENUES		-48,921,373	-48,969,577	-45,925,794.76	-4,214,762.41	.00	-3,043,782.66	
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	-10,501.92	-1,750.32	.00	1,501.92	116.7%

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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	-4,484.94	-747.49	.00	4,484.94	100.0%
6343632 45304	SOLID WASTE - RESID	0	0	-5,748.72	-958.12	.00	5,748.72	100.0%
6343632 45305	SOLID WASTE - RESID	0	0	-4,803.18	-800.53	.00	4,803.18	100.0%
6343632 47100	INTEREST INC- INVEST	-5,036	-5,036	-16,113.77	.00	.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	-31,424.00	-982.00	.00	13,424.00	174.6%
6343633 45317	SOLID WASTE - FRONT-	0	0	-20,826.40	-595.04	.00	20,826.40	100.0%
TOTAL SOLID WASTE DEVELOPER FEE F		-32,036	-32,036	-97,484.93	-5,833.50	.00	65,448.93	304.3%
TOTAL REVENUES		-32,036	-32,036	-97,484.93	-5,833.50	.00	65,448.93	
638 SOLID WASTE SEC - CONT PREV FU								
6383639 45150	SOLID WASTE COMTAM P	-178,000	-178,000	-83,253.72	-18.36	.00	-94,746.28	46.8%
6383639 47100	INTEREST INC- INVEST	-6,187	-6,187	-19,110.06	.00	.00	12,923.06	308.9%
TOTAL SOLID WASTE SEC - CONT PREV		-184,187	-184,187	-102,363.78	-18.36	.00	-81,823.22	55.6%
TOTAL REVENUES		-184,187	-184,187	-102,363.78	-18.36	.00	-81,823.22	
641 PERFORMING ARTS CENTER FUND								
6415601 43100	PACC VENDOR FACILITY	-233,000	-233,000	-342,940.25	-57,404.00	.00	109,940.25	147.2%
6415601 43110	PACC VENDOR CONCESSI	-15,000	-15,000	-15,303.97	-3,436.71	.00	303.97	102.0%
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	-360,044.76	-60,840.71	.00	112,044.76	145.2%
TOTAL REVENUES		-248,000	-248,000	-360,044.76	-60,840.71	.00	112,044.76	
651 GOLF COURSE OPERATING FUND								
6513640 44100	GOLF COURSE - OPERAT	-6,146,450	-7,077,849	-6,663,159.54	-656,443.85	.00	-414,689.46	94.1%
6513640 47000	MISCELLANEOUS REVENU	-265,200	-265,200	-245,438.48	.00	.00	-19,761.52	92.5%
6513640 47100	INTEREST INC- INVEST	0	0	-120,879.06	.00	.00	120,879.06	100.0%
TOTAL GOLF COURSE OPERATING FUND		-6,411,650	-7,343,049	-7,029,477.08	-656,443.85	.00	-313,571.92	95.7%
TOTAL REVENUES		-6,411,650	-7,343,049	-7,029,477.08	-656,443.85	.00	-313,571.92	
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	-7,825,465.66	-711,405.98	.00	-749,311.34	91.3%
TOTAL PUBLIC LIAB & PROP INSUR IS		-8,574,777	-8,574,777	-8,024,864.13	-711,405.98	.00	-549,912.87	93.6%
TOTAL REVENUES		-8,574,777	-8,574,777	-8,024,864.13	-711,405.98	.00	-549,912.87	
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	-9,060,644.67	-823,694.97	.00	-823,694.33	91.7%
TOTAL WORKERS COMP INSUR ISF		-9,884,339	-9,884,339	-9,261,658.85	-823,694.97	.00	-622,680.15	93.7%
TOTAL REVENUES		-9,884,339	-9,884,339	-9,261,658.85	-823,694.97	.00	-622,680.15	
725 CUSTOMER BILLING OPS ISF								
7251211 49120	INTERNAL UTILITY BIL	-3,041,948	-3,041,948	-2,788,452.37	-253,495.67	.00	-253,495.63	91.7%
TOTAL CUSTOMER BILLING OPS ISF		-3,041,948	-3,041,948	-2,788,452.37	-253,495.67	.00	-253,495.63	91.7%
TOTAL REVENUES		-3,041,948	-3,041,948	-2,788,452.37	-253,495.67	.00	-253,495.63	
731 INFORMATION TECHNOLOGY ISF								
7311801 49130	IT INTERNAL SERVICE	-6,193,413	-6,193,413	-5,623,340.58	-511,212.78	.00	-570,072.42	90.8%
7311802 49130	IT INTERNAL SERVICE	-675,347	-675,347	-613,184.77	-55,744.07	.00	-62,162.23	90.8%
7311803 49130	IT INTERNAL SERVICE	-2,065,201	-2,065,201	-1,875,109.72	-170,464.52	.00	-190,091.28	90.8%
7311804 49130	IT INTERNAL SERVICE	-3,107,541	-3,107,541	-2,821,507.59	-256,500.69	.00	-286,033.41	90.8%
7311805 49130	IT INTERNAL SERVICE	-1,138,975	-1,138,975	-950,697.55	-86,427.05	.00	-188,277.45	83.5%

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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	-11,883,840.21	-1,080,349.11	.00	-1,296,636.79	90.2%
	TOTAL REVENUES	-13,180,477	-13,180,477	-11,883,840.21	-1,080,349.11	.00	-1,296,636.79	
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	-39,230.86	-3,641.80	.00	-378.14	99.0%
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	-6,172,817.53	-561,165.23	.00	-1,191,165.47	83.8%
	TOTAL FACILITIES MAINTENANCE ISF	-6,773,592	-7,403,592	-6,218,203.98	-564,807.03	.00	-1,185,388.02	84.0%
	TOTAL REVENUES	-6,773,592	-7,403,592	-6,218,203.98	-564,807.03	.00	-1,185,388.02	
741 FLEET SERVICES ISF								
7413750 43400	DAMAGE REIMBURSEMENT	-29,941	-29,941	-62,743.12	-3,794.68	.00	32,802.12	209.6%
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	-1,777.60	-400.44	.00	-546.40	76.5%
7413750 49150	FLEET-EQUIPMENT MAIN	-9,698,893	-9,698,893	-7,811,328.75	-818,221.02	.00	-1,887,564.25	80.5%
	TOTAL FLEET SERVICES ISF	-9,749,976	-9,749,976	-7,887,813.42	-822,416.14	.00	-1,862,162.58	80.9%
	TOTAL REVENUES	-9,749,976	-9,749,976	-7,887,813.42	-822,416.14	.00	-1,862,162.58	
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	-5,832,676.69	-4,189,971.55	.00	-59.31	100.0%
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	-1,662,500.00	-1,451,250.00	.00	.00	100.0%
TOTAL COFA DEBT SERVICE FUND		-7,738,131	-7,738,131	-7,741,946.66	-5,641,221.55	.00	3,815.66	100.0%
TOTAL REVENUES		-7,738,131	-7,738,131	-7,741,946.66	-5,641,221.55	.00	3,815.66	
850 RIVERPARK JPA FUND								
8501001	47100 INTEREST INC- INVEST	-6,490	-6,490	-18,636.85	.00	.00	12,146.85	287.2%
TOTAL RIVERPARK JPA FUND		-6,490	-6,490	-18,636.85	.00	.00	12,146.85	287.2%
TOTAL REVENUES		-6,490	-6,490	-18,636.85	.00	.00	12,146.85	
GRAND TOTAL		-585,380,346*****	-574,875,738.18	-86,808,528.30		.00	-450,898,105.85	56.0%
** 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	20,240,152.56	91,290,442.24
				'Fund Balance	(20,015,475.64)	(74,399,858.72)
				'Liability	(224,676.92)	(16,890,583.52)
'104	'HALF CENT SALES TAX - MEAS O	0000	UNDEFINED SUBFUND	'Asset	633,100.39	26,993,071.83
				'Fund Balance	(678,893.37)	(26,792,825.83)
				'Liability	45,792.98	(200,246.00)
'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	(174,109.83)	46,913.66
				'Fund Balance	177,584.88	(43,523.93)
				'Liability	(3,475.05)	(3,389.73)
'119	'PUBLIC SAFETY RETIREMENT FUND	0000	UNDEFINED SUBFUND	'Asset	4,853,041.37	2,485,369.18
				'Fund Balance	(4,853,041.37)	(2,486,333.43)
				'Liability	0.00	964.25
'120	'MAINT ASSMNT DIST	2000	SPECIAL DISTRICTS ADMIN	'Asset	(175,768.01)	(834,604.01)
				'Fund Balance	176,057.08	836,599.96
				'Liability	(289.07)	(1,995.95)
		2030	LMD 03 - RIVER RIDGE	'Asset	(6,755.24)	97,519.92
				'Fund Balance	7,341.84	(96,933.32)
				'Liability	(586.60)	(586.60)
		2100	LMD 10 - COUNTRY CLUB	'Asset	7,633.76	33,033.13
				'Fund Balance	(7,009.84)	(32,409.21)
				'Liability	(623.92)	(623.92)
		2110	LMD 11 - ST. TROPAZ	'Asset	3,048.32	1,572.42
				'Fund Balance	(3,048.32)	(1,572.42)
		2120	LMD 12 - STANDARD PACIFIC	'Asset	1,297.76	34,030.17
				'Fund Balance	(537.84)	(33,270.25)
				'Liability	(759.92)	(759.92)
		2130	LMD 13 - LE VILLAGE	'Asset	2,668.46	29,569.05

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'120	'MAINT ASSMNT DIST	2130	LMD 13 - LE VILLAGE	'Fund Balance	(2,044.54)	(28,945.13)
				'Liability	(623.92)	(623.92)
		2140	LMD 14 - CALIFORNIA COVE	'Asset	4,567.37	46,142.48
				'Fund Balance	(4,011.45)	(45,586.56)
				'Liability	(555.92)	(555.92)
		2160	LMD 16 - CALIFORNIA LIGHTHOUSE	'Asset	(1,554.99)	26,869.16
				'Fund Balance	9,439.61	(18,984.54)
				'Liability	(7,884.62)	(7,884.62)
		2230	LMD 23 - GREYSTONE	'Asset	1,426.54	10,977.08
				'Fund Balance	(1,006.62)	(10,557.16)
				'Liability	(419.92)	(419.92)
		2240	LMD 24 - VINEYARDS	'Asset	5,792.46	28,313.14
				'Fund Balance	(5,167.54)	(27,568.22)
				'Liability	(624.92)	(744.92)
		2250	LMD 25 - THE POINTE	'Asset	4,059.53	33,144.14
				'Fund Balance	(3,759.61)	(32,724.22)
				'Liability	(299.92)	(419.92)
		2270	LMD 27- ROSE ISLAND	'Asset	(886.48)	30,587.33
				'Fund Balance	1,306.40	(30,167.41)
				'Liability	(419.92)	(419.92)
		2280	LMD 28 - HARBORSIDE	'Asset	8,377.85	92,193.97
				'Fund Balance	(7,791.25)	(91,607.37)
				'Liability	(586.60)	(586.60)
		2300	LMD 30 - HAAS AUTOMATION	'Asset	(7,073.04)	82,453.94
				'Fund Balance	8,303.00	(81,223.98)
				'Liability	(1,229.96)	(1,229.96)
		2310	LMD 31 - RANCHO DE LA ROSA	'Asset	36,577.74	74,085.90
				'Fund Balance	(36,157.82)	(73,665.98)
				'Liability	(419.92)	(419.92)
		2320	LMD 32 - OAK PARK	'Asset	(3,062.79)	54,157.00

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'120	'MAINT ASSMNT DIST	2320	LMD 32 - OAK PARK	'Fund Balance	3,482.75	(53,737.04)
				'Liability	(419.96)	(419.96)
		2330	LMD 33 - EL PASEO	'Asset	8,797.52	62,264.98
				'Fund Balance	5,358.44	(48,109.02)
				'Liability	(14,155.96)	(14,155.96)
		2340	LMD 34 - SUNRISE PT/SUNSET CV	'Asset	18,939.96	96,593.15
				'Fund Balance	(18,520.00)	(96,173.19)
				'Liability	(419.96)	(419.96)
		2360	LMD 36 - V ST CRUZ/V CARMEL	'Asset	34,778.97	120,447.70
				'Fund Balance	(13,732.50)	(99,401.23)
				'Liability	(21,046.47)	(21,046.47)
		2370	LMD 37 - PACIFIC BREEZE	'Asset	(744.10)	152,279.70
				'Fund Balance	1,164.06	(151,859.74)
				'Liability	(419.96)	(419.96)
		2380	LMD 38 - ALDEA DEL MAR	'Asset	19,982.17	72,562.33
				'Fund Balance	(19,562.21)	(72,142.37)
				'Liability	(419.96)	(419.96)
		2390	LMD 39 - EL SUENO PROMESA	'Asset	11,166.51	170,624.44
				'Fund Balance	(11,274.27)	(170,312.20)
				'Liability	107.76	(312.24)
		2391	LMD 39- D.R. HORTON	'Asset	(726.21)	38,206.95
				'Fund Balance	833.93	(38,099.23)
				'Liability	(107.72)	(107.72)
		2400	LMD 40 - CANTADA	'Asset	(4,880.99)	123,904.84
				'Fund Balance	(4,611.05)	(123,484.88)
				'Liability	9,492.04	(419.96)
		2410	LMD 41 - PACIFIC COVE	'Asset	(5,568.13)	46,360.17
				'Fund Balance	(1,387.91)	(44,340.21)
				'Liability	6,956.04	(2,019.96)
		2420	LMD 42 - CANTABRIA/CORONADO	'Asset	(66,914.60)	225,819.45

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'120	'MAINT ASSMNT DIST	2420	LMD 42 - CANTABRIA/CORONADO	'Fund Balance	20,088.77	(219,145.28)
				'Liability	46,825.83	(6,674.17)
		2430	LMD 43 - GREENBELT	'Asset	(14,827.90)	200,727.48
				'Fund Balance	15,485.73	(199,364.38)
				'Liability	(657.83)	(1,363.10)
		2460	LMD 46 - DAILY RANCH	'Asset	13,011.20	157,079.72
				'Fund Balance	(12,591.24)	(156,659.76)
				'Liability	(419.96)	(419.96)
		2470	LMD 47 - SYCAMORE PLACE	'Asset	(1,643.13)	112,021.91
				'Fund Balance	2,063.09	(111,601.95)
				'Liability	(419.96)	(419.96)
		2490	LMD 49 - CAMERON RANCH	'Asset	9,170.20	(59,156.34)
				'Fund Balance	(9,170.20)	59,156.34
		2500	LMD 50 - PV SENIOR HOUSING	'Asset	(54.81)	37,433.64
				'Fund Balance	(1,565.23)	(37,013.68)
				'Liability	1,620.04	(419.96)
		2510	LMD 51 - PFEILER	'Asset	(8,686.02)	221,257.01
				'Fund Balance	14,961.19	(214,003.53)
				'Liability	(6,275.17)	(7,253.48)
		2520	LMD 52 - WINGFIELD	'Asset	(792.95)	266,623.24
				'Fund Balance	16,240.91	(251,175.28)
				'Liability	(15,447.96)	(15,447.96)
		2530	LMD 53 - HUFF COURT	'Asset	150.92	8,388.75
				'Fund Balance	2,172.96	(6,064.87)
				'Liability	(2,323.88)	(2,323.88)
		2540	LMD 54 - MEADOWCREST	'Asset	2,698.77	94,832.35
				'Fund Balance	(2,278.81)	(94,412.39)
				'Liability	(419.96)	(419.96)
		2550	LMD 55 - WINGFIELD WEST	'Asset	12,213.89	51,436.37
				'Fund Balance	(11,793.93)	(51,016.41)

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'120	'MAINT ASSMNT DIST	2550	LMD 55 - WINGFIELD WEST	'Liability	(419.96)	(419.96)
		2580	LMD 58 - WESTWIND	'Asset	(7,475.20)	132,801.24
				'Fund Balance	3,271.16	(132,381.28)
				'Liability	4,204.04	(419.96)
		2600	LMD 60 - ARTISAN	'Asset	3,266.89	30,836.58
				'Fund Balance	(194.93)	(27,764.62)
				'Liability	(3,071.96)	(3,071.96)
		3040	LMD 04 - MNDLY BAY/BEACH MAIN	'Asset	13,019.13	65,067.23
				'Fund Balance	(12,432.61)	(64,480.71)
				'Liability	(586.52)	(586.52)
		4010	WATERWAYS 01- MANDALAY BAY	'Asset	173,648.29	216,719.47
				'Fund Balance	(172,639.08)	(215,603.59)
				'Liability	(1,009.21)	(1,115.88)
		4020	WATERWAYS 02- HARBOR ISLAND	'Asset	(236.92)	15,913.46
				'Fund Balance	567.06	(15,583.32)
				'Liability	(330.14)	(330.14)
		5080	OXNARD TWIN CENTER CFD 88-1	'Fund Balance	0.00	0.00
		6020	CFD 02 - WESTPORT	'Asset	205,752.66	1,505,063.79
				'Fund Balance	(185,915.03)	(1,481,272.98)
				'Liability	(19,837.63)	(23,790.81)
		6040	CFD 04 - SEABRIDGE	'Asset	490,996.75	3,761,793.80
				'Fund Balance	(470,796.57)	(3,731,226.43)
				'Liability	(20,200.18)	(30,567.37)
		6050	CFD 05 - RIVERPARK	'Asset	1,409,009.66	3,289,951.40
				'Fund Balance	(1,198,351.20)	(3,048,365.72)
				'Liability	(210,658.46)	(241,585.68)
		6060	CFD 09 - NORTHSHORE MANDALAY	'Asset	(308.75)	492,053.85
				'Fund Balance	308.75	(492,053.85)
		6070	CFD 07- WAGON WHEEL	'Asset	0.00	152,703.09

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'120	'MAINT ASSMNT DIST	6070	CFD 07- WAGON WHEEL	'Fund Balance	77,026.87	(75,676.22)
				'Liability	(77,026.87)	(77,026.87)
		6080	CFD 08 - SAKIOKA FARMS	'Asset	304,195.73	470,760.18
				'Fund Balance	(304,195.73)	(470,760.18)
'181	'STATE GAS TAX FUND	0000	UNDEFINED SUBFUND	'Asset	14,091.07	(3,037,104.87)
				'Fund Balance	7,770.97	3,086,383.05
				'Liability	(21,862.04)	(49,278.18)
'182	'TRAFFIC SAFETY FUND	0000	UNDEFINED SUBFUND	'Asset	(35,370.29)	83,507.54
				'Fund Balance	35,370.29	(83,507.53)
				'Liability	0.00	(0.01)
'185	'ROAD MAINT & REHAB ACT FUND	0000	UNDEFINED SUBFUND	'Asset	100,945.81	6,684,629.81
				'Fund Balance	(97,332.06)	(6,681,016.06)
				'Liability	(3,613.75)	(3,613.75)
'191	'ASSET SEIZURE FUND - FED	0000	UNDEFINED SUBFUND	'Asset	(145.33)	160,803.71
				'Fund Balance	145.33	(160,433.71)
				'Liability	0.00	(370.00)
'192	'ASSET SEIZURE FUND - STATE	0000	UNDEFINED SUBFUND	'Asset	667.18	105,656.27
				'Fund Balance	(667.18)	(94,131.67)
				'Liability	0.00	(11,524.60)
'200	'FEDERAL GRANTS FUND	0000	UNDEFINED SUBFUND	'Asset	1,644,442.61	(6,198,590.35)
				'Fund Balance	(1,659,362.77)	6,196,061.54
				'Liability	14,920.16	2,528.81
'201	'CDGB FUND	0000	UNDEFINED SUBFUND	'Asset	(3,272,352.60)	(2,082,253.71)
				'Fund Balance	3,918,405.53	4,234,550.99
				'Liability	(646,052.93)	(2,152,297.28)
'202	'HOME FUND	0000	UNDEFINED SUBFUND	'Asset	(4,948.15)	8,168,882.64
				'Fund Balance	2,823.32	(19,863.73)
				'Liability	2,124.83	(8,149,018.91)
'203	'EMERGENCY SHELTER FUND	0000	UNDEFINED SUBFUND	'Asset	(15,346.90)	12,515.18
				'Fund Balance	37,640.17	9,798.09

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'203	'EMERGENCY SHELTER FUND	0000	UNDEFINED SUBFUND	'Liability	(22,293.27)	(22,313.27)
'204	'ARPA	0000	UNDEFINED SUBFUND	'Asset	(145,154.97)	21,498,927.86
				'Fund Balance	147,201.09	(21,485,387.32)
				'Liability	(2,046.12)	(13,540.54)
'210	'STATE & LOCAL GRANTS FUND	0000	UNDEFINED SUBFUND	'Asset	545,747.62	15,622,215.52
				'Fund Balance	(506,495.01)	(2,010,988.55)
				'Liability	(39,252.61)	(13,611,226.97)
'212	'TRANSPORT DEV ACT (TDA) FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	(165.40)
				'Liability	0.00	165.40
		9030	TDA ARTICLE 3	'Asset	(80.17)	152,555.22
				'Fund Balance	80.17	(152,555.22)
		9040	TDA ARTICLE 4	'Asset	(55,406.25)	2,085,937.66
				'Fund Balance	84,340.42	6,833.84
				'Liability	(28,934.17)	(2,092,771.50)
		9080	TDA ARTICLE 8A	'Asset	0.00	938.02
				'Fund Balance	0.00	(938.02)
'220	'STATE HOUSING (LHTFP) GRANT	0000	UNDEFINED SUBFUND	'Asset	0.00	761,230.46
				'Fund Balance	0.00	91,318.43
				'Liability	0.00	(852,548.89)
'230	'STATE TRAFFIC CONG RELIEF FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	718,664.03
				'Fund Balance	0.00	(718,664.03)
'301	'CAPITAL OUTLAY FUND	0000	UNDEFINED SUBFUND	'Asset	(3,623,835.95)	(2,502,979.75)
				'Fund Balance	3,040,746.10	5,667,037.12
				'Liability	583,089.85	(3,164,057.37)
'311	'PEG FEES FUND	0000	UNDEFINED SUBFUND	'Asset	79,386.15	4,944,561.38
				'Fund Balance	(79,386.15)	(4,923,919.65)
				'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)

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'313	'2022 LEASE PURCH EQUIP FUND	0000	UNDEFINED SUBFUND	'Liability	0.00	(1,640.05)
'314	'2014 LEASE REV BOND FUND	0000	UNDEFINED SUBFUND	'Asset	(76.92)	1,879,060.14
				'Fund Balance	76.92	(1,879,060.14)
'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	(13,419.22)	0.32
				'Fund Balance	13,419.22	(0.32)
'320	'LOST PUBLIC SECTOR REV FUND	0000	UNDEFINED SUBFUND	'Asset	(17,795.34)	14,908,626.79
				'Fund Balance	42,532.42	(14,873,113.71)
				'Liability	(24,737.08)	(35,513.08)
'350	'DEVELOPMENT IMPACT FEES FUND	8010	PARK FEES - QUIMBY RESERVE	'Asset	0.00	10,386,331.61
				'Fund Balance	0.00	(10,386,331.60)
				'Liability	0.00	(0.01)
		8020	PARKS DEVELOPMENT FEES	'Asset	34,878.08	1,815,035.29
				'Fund Balance	(34,878.08)	(1,815,035.29)
		8030	STORM DRAIN FACILITY FEE	'Asset	26,387.46	10,375,749.46
				'Fund Balance	(26,387.46)	(10,375,749.46)
		8040	CIRCULATION SYS IMPROV FEES	'Asset	166,374.93	20,084,549.88
				'Fund Balance	(166,374.93)	(20,084,420.81)
				'Liability	0.00	(129.07)
		8050	CAP GROWTH FEES-RESIDENTIAL	'Asset	(274,674.78)	2,152,556.21
				'Fund Balance	274,674.78	(2,152,556.21)
		8055	MOBILITY FEE	'Asset	16,535.44	1,257,068.79
				'Fund Balance	(16,535.44)	(1,257,068.79)
		8060	CAP GROWTH FEES-NONRESIDENTIAL	'Asset	(106,453.17)	2,492,381.79
				'Fund Balance	106,453.17	(2,492,381.79)
		8070	UTILITY UNDERGROUNDING IN LIEU	'Asset	3,892.80	1,768,709.76

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'350	'DEVELOPMENT IMPACT FEES FUND	8070	UTILITY UNDERGROUNDING IN LIEU	'Fund Balance	(3,892.80)	(1,768,709.76)
		8080	PUBLIC ART PROGRAM FEE	'Asset	4,818.18	1,250,065.99
				'Fund Balance	(4,818.18)	(1,250,065.98)
				'Liability	0.00	(0.01)
'360	'OTH. DEVPT FEES FUND	7010	AIR POLLUTION BUYDOWN FEE	'Asset	(458.88)	1,673,407.88
				'Fund Balance	458.88	(1,673,407.88)
		7020	CUPA OPERATING PROGRAM	'Asset	(128,144.13)	1,546,890.61
				'Fund Balance	125,818.59	(1,543,670.60)
				'Liability	2,325.54	(3,220.01)
		7030	CUPA CAPITAL PROGRAM	'Asset	0.00	309,317.34
				'Fund Balance	0.00	(309,317.34)
		7040	AFFORDABLE RENTAL HOUSING	'Asset	0.00	1,414,200.10
				'Fund Balance	0.00	(114,200.10)
				'Liability	0.00	(1,300,000.00)
		7050	HOUSING IN LIEU - FEES	'Asset	(407,753.98)	15,049,178.50
				'Fund Balance	408,858.68	(3,208,309.55)
				'Liability	(1,104.70)	(11,840,868.95)
		7060	HOUSING IN LIEU - CITY	'Asset	0.00	1,083,870.04
				'Fund Balance	0.00	(433,870.04)
				'Liability	0.00	(650,000.00)
'420	'HOUSING SUC AGCY FUND	0000	UNDEFINED SUBFUND	'Asset	74,796.70	37,318,229.77
				'Fund Balance	(67,185.53)	(3,675,056.07)
				'Liability	(7,611.17)	(33,643,173.70)
'429	'CDC SUCCESSOR AGENCY FUND	0000	UNDEFINED SUBFUND	'Asset	(170,812.50)	39,363,403.18
				'Fund Balance	165,289.96	(11,232,530.96)
				'Liability	5,522.54	(28,130,872.22)
'481	'DOWNTOWN IMPROVEMENT DISTRICT	0000	UNDEFINED SUBFUND	'Asset	0.00	4,267,860.77
				'Fund Balance	0.00	(4,207,860.76)
				'Liability	0.00	(60,000.01)

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'500	'BOND ASSESSMENT DISTRICTS	5000	CFD 2000-3	'Asset	228,292.97	7,109,001.45
				'Fund Balance	(228,292.97)	(3,006,983.94)
				'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)
				'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	94,870.44	2,562,604.28
				'Fund Balance	(95,530.27)	(1,332,604.76)
				'Liability	659.83	(1,229,999.52)
		5060	RICE/101 INTER ASSESS DIST	'Asset	385,159.99	8,094,305.66
				'Fund Balance	(385,734.41)	(1,459,872.77)
				'Liability	574.42	(6,634,432.89)
		5070	CFD 03-SEABRIDGE BONDED	'Asset	797,422.80	21,591,284.66
				'Fund Balance	(795,083.44)	(2,768,944.93)
				'Liability	(2,339.36)	(18,822,339.73)
		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	243,804.87	7,133,286.09
				'Fund Balance	(243,804.87)	(1,236,930.22)
				'Liability	0.00	(5,896,355.87)

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'541	'DEVELOPER/OTHER DEPOSITS FUND	0000	UNDEFINED SUBFUND	'Asset	26,014.78	8,868,339.93
				'Fund Balance	22,364.02	(6,871,929.21)
				'Liability	(48,378.80)	(1,996,410.72)
'542	'PAYROLL CLEARING FUND	0000	UNDEFINED SUBFUND	'Asset	3,615,617.10	4,440,882.54
				'Fund Balance	218,602.17	2,595,508.27
				'Liability	(3,834,219.27)	(7,036,390.81)
'545	'HOUSING AUTHORITY PAYROLL FUND	0000	UNDEFINED SUBFUND	'Asset	(144,394.66)	713,275.21
				'Fund Balance	144,394.66	(714,228.18)
				'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	134,782.40	298,189.74
				'Fund Balance	(134,782.40)	(298,189.55)
				'Liability	0.00	(0.19)
'571	'CONTRIBUTIONS TRUST FUND	0000	UNDEFINED SUBFUND	'Asset	482.06	2,818,350.37
				'Fund Balance	96,111.03	(2,302,772.94)
				'Liability	(96,593.09)	(515,577.43)
'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	(4,464,102.72)	290,602,347.93
				'Fund Balance	(2,733,723.83)	(105,894,331.61)
				'Liability	7,197,826.55	(184,708,016.32)
'602	'WATER CIP FUND	0000	UNDEFINED SUBFUND	'Asset	(1,234,132.90)	(2,813,860.66)
				'Fund Balance	1,161,322.71	3,367,309.13
				'Liability	72,810.19	(553,448.47)
'603	'WATER DEVLPMT IMPACT FEES FUND	0000	UNDEFINED SUBFUND	'Asset	76,400.50	19,687,925.34
				'Fund Balance	(76,400.50)	(19,687,925.34)
'605	'WATER CAP FACILITY FUND	0000	UNDEFINED SUBFUND	'Asset	9,179.17	1,723,718.85
				'Fund Balance	(9,179.17)	(1,731,007.40)

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'605	'WATER CAP FACILITY FUND	0000	UNDEFINED SUBFUND	'Liability	0.00	7,288.55
'606	'WATER RESOURCE FEE FUND	0000	UNDEFINED SUBFUND	'Asset	(116.75)	1,991,864.52
				'Fund Balance	116.75	(1,991,864.52)
'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	(141,227.89)	913,629.18
				'Fund Balance	175,322.41	(846,711.76)
				'Liability	(34,094.52)	(66,917.42)
'609	'WATER BOND 2021A REV BOND FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	13,813,437.29
				'Fund Balance	0.00	(13,768,567.95)
				'Liability	0.00	(44,869.34)
'611	'WASTEWATER OPERATING FUND	0000	UNDEFINED SUBFUND	'Asset	(6,852,016.56)	307,233,805.68
				'Fund Balance	(244,349.14)	(204,964,033.08)
				'Liability	7,096,365.70	(102,269,772.60)
'612	'WASTEWATER CIP FUND	0000	UNDEFINED SUBFUND	'Asset	(2,933,845.09)	(1,935,143.19)
				'Fund Balance	4,702,287.51	5,055,246.69
				'Liability	(1,768,442.42)	(3,120,103.50)
'613	'WASTEWATER CONNECTION FEE FUND	0000	UNDEFINED SUBFUND	'Asset	90,689.71	16,392,295.33
				'Fund Balance	(90,689.71)	(16,392,295.33)
'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	0.00	(83,226.67)
				'Fund Balance	0.00	83,226.67
'631	'SOLID WASTE OPERATING FUND	0000	UNDEFINED SUBFUND	'Asset	(2,236,154.52)	64,866,792.08
				'Fund Balance	1,385,461.87	(17,438,785.58)
				'Liability	850,692.65	(47,428,006.50)
'632	'SOLID WASTE CIP FUND	0000	UNDEFINED SUBFUND	'Asset	(217.03)	65,766.81
				'Fund Balance	217.03	217.03

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'632	'SOLID WASTE CIP FUND	0000	UNDEFINED SUBFUND	'Liability	0.00	(65,983.84)
'634	'SOLID WASTE DEVELOPER FEE FUND	0000	UNDEFINED SUBFUND	'Asset	5,833.50	887,695.04
				'Fund Balance	(5,833.50)	(887,695.04)
'638	'SOLID WASTE SEC - CONT PREV FU	0000	UNDEFINED SUBFUND	'Asset	(14,806.67)	977,004.22
				'Fund Balance	14,806.67	(977,004.22)
'641	'PERFORMING ARTS CENTER FUND	0000	UNDEFINED SUBFUND	'Asset	57,846.12	656,902.87
				'Fund Balance	(57,908.60)	(656,967.61)
				'Liability	62.48	64.74
'651	'GOLF COURSE OPERATING FUND	0000	UNDEFINED SUBFUND	'Asset	1,266,735.79	53,161,870.86
				'Fund Balance	(634,440.12)	(52,133,816.01)
				'Liability	(632,295.67)	(1,028,054.85)
'652	'GOLF COURSE CIP FUND	0000	UNDEFINED SUBFUND	'Asset	(6,270.40)	(7,195.76)
				'Fund Balance	6,270.40	7,195.76
'701	'PUBLIC LIAB & PROP INSUR ISF	0000	UNDEFINED SUBFUND	'Asset	(53,605.33)	3,600,560.89
				'Fund Balance	53,605.33	4,280,128.07
				'Liability	0.00	(7,880,688.96)
'702	'WORKERS COMP INSUR ISF	0000	UNDEFINED SUBFUND	'Asset	106,734.89	20,499,685.42
				'Fund Balance	(475,727.09)	17,748,679.11
				'Liability	368,992.20	(38,248,364.53)
'725	'CUSTOMER BILLING OPS ISF	0000	UNDEFINED SUBFUND	'Asset	(52,504.13)	2,533,901.23
				'Fund Balance	41,784.06	191,077.45
				'Liability	10,720.07	(2,724,978.68)
'731	'INFORMATION TECHNOLOGY ISF	0000	UNDEFINED SUBFUND	'Asset	296,669.40	13,606,378.86
				'Fund Balance	(10,637.40)	(6,245,559.19)
				'Liability	(286,032.00)	(7,360,819.67)
'732	'IT CAPITAL	0000	UNDEFINED SUBFUND	'Asset	(265.00)	(265.00)
				'Fund Balance	265.00	265.00
'735	'FACILITIES MAINTENANCE ISF	0000	UNDEFINED SUBFUND	'Asset	(81,880.80)	4,307,987.01
				'Fund Balance	71,148.51	2,795,947.75

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'735	'FACILITIES MAINTENANCE ISF	0000	UNDEFINED SUBFUND	'Liability	10,732.29	(7,103,934.76)
'741	'FLEET SERVICES ISF	0000	UNDEFINED SUBFUND	'Asset	233,062.54	1,913,955.14
				'Fund Balance	(24,947.23)	2,941,212.60
				'Liability	(208,115.31)	(4,855,167.74)
'742	'FLEET REPLACEMENT FUND	0000	UNDEFINED SUBFUND	'Asset	(66,470.88)	637,315.56
				'Fund Balance	80,883.06	(598,860.11)
				'Liability	(14,412.18)	(38,455.45)
'801	'COFA DEBT SERVICE FUND	0000	UNDEFINED SUBFUND	'Asset	1,676.83	38,667.08
				'Fund Balance	(2,036,375.00)	(38,667.08)
				'Liability	2,034,698.17	0.00
'850	'RIVERPARK JPA FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	890,345.86
				'Fund Balance	710.00	(889,635.86)
				'Liability	(710.00)	(710.00)
'991	'GOVERNMENTAL CAPITAL ASSETS FD	0000	UNDEFINED SUBFUND	'Asset	3,204,349.31	2,102,125,941.72
				'Fund Balance	(3,203,673.38)	(1,816,008,938.25)
				'Liability	(675.93)	(286,117,003.47)
'996	'GOVERNMENTAL DEBT SERVICE FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	19,422,238.68
				'Fund Balance	(3,103,736.09)	70,946,567.99
				'Liability	3,103,736.09	(90,368,806.67)
'999	'TREASURY FUND	0000	UNDEFINED SUBFUND	'Asset	12,850,115.21	476,476,876.08
				'Liability	(12,850,115.21)	(476,476,876.08)
(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: July 30, 2024
TO: City Council
FROM: Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org
SUBJECT: First Amendment to Agreement 32400297 with Petroleum Telcom, Inc.

RECOMMENDATION

That the City Council approve and authorize the execution of the First Amendment to the Trade Services Agreement #32400297 with Petroleum Telcom, Inc. dba Telcom, Inc. for mobile radio installation services, increasing the amount not to exceed from \$900,000 to \$1,150,000.

(This item did not originate in Committee.)

BACKGROUND

On July 11th, 2023, the City Council approved the purchase of 247 mobile radios from Motorola to outfit all Police Department fleet vehicles with radios compatible with the new DOJ standards, the County of Ventura's 700mhz radio system, and the City of Oxnard's 800mhz radio system. This amendment allows for the installation of these radios into the vehicles.

Petroleum Telcom, Inc. dba Telcom, Inc., is headquartered in Oxnard. They specialize in two-way radios, data and communications, and other services, including sales, installation, and services. Telcom, Inc. is an authorized Kenwood Communications Division dealer for parts, service, and support. It is also a channel-level partner for Motorola Solutions for the region of California, Arizona, and Nevada through its primary office in Oxnard. Fleet Services has been using Telcom, Inc. for over 20 years. All new equipment, installations, services, repairs, and warranties are performed by authorized dealers and/or partners; therefore, it is necessary to obtain these services and OEM parts from Telcom, Inc.

Telcom is the only Kenwood and Motorola authorized dealer for support and service in the area. The City's Purchasing Policy allows the City to enter into agreements with vendors without competitive bidding when only a single source is available to provide the required products and/or services. Access to the authorized dealer with access to equipment, parts, and services ensures maintenance can be performed efficiently, and that warranty services can be obtained.

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

There is sufficient budget available from ARPA Lost Public Sector Revenue project funding to cover this amendment.

For Finance Use Only: Capital Outlay Fund (Org. 3012131 Obj. 53200), Lost Public Sector Revenue (Org. 3201001 Obj. 59800) Project C2257 - Police Radio Communications Upgrade.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Gaye Lynn Ward, Police Communications Manager

ATTACHMENTS

1. Signed Telcom Agreement
2. Telcom Amendment

**TRADE SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND PETROLEUM TELCOM, INC.**

By This Trade Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of Petroleum Telcom, 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 Mobile Radio Equipment, Parts and Accessories; and installation, Repair and Maintenance Services.

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

Petroleum Telcom, Inc., ("SERVICE PROVIDER"), a corporation/LLC/LLP of the State of California, located at 411 North Lombard Street, Unit D, Oxnard, CA 93030.

3. TERM OF AGREEMENT: From: February 20, 2024 to: February 20, 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. 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: \$900,000.

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

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:	SERVICE PROVIDER Designated Representative:
Name: Jose Arreola	Name: Dale Hines
Title: Fleet Services Manager	Title: Vice-President
Phone: (805) 385-8011	Phone: (805)981-8008 X408
Email: jose.arreola@oxnard.org	Email: Dhines@ptelcom.com
Mailing Address 1060 Pacific Ave., Bldg. 2	Mailing Address (if differs from above):
Oxnard, CA 93030	

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.

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: invoices@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 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 or employees are in any manner agents 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. [RESERVED]

29. [RESERVED]

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 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.

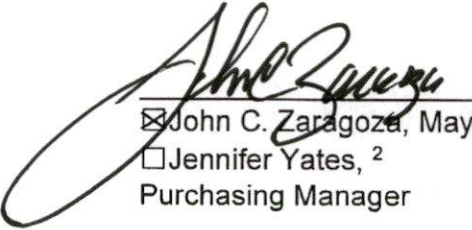
By signing below, SERVICE PROVIDER acknowledges that it has reviewed the CITY's Trade Services Agreement terms and conditions and insurance requirements and that SERVICE PROVIDER hereby agrees to full compliance.

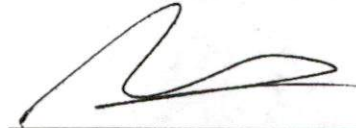
[Signatures on next page]

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

PETROLEUM TELCOM, INC.

 2-22-24
☒ John C. Zaragoza, Mayor¹ Date
☐ Jennifer Yates, ²
Purchasing Manager

 12/1/23
Frank Hines, President Date

 12/1/23
Dale Hines, Vice President³ Date

ATTEST:

 2/20/24
Rose Chaparro, CITY Clerk Date
(Only if Mayor signs)

APPROVED AS TO FORM:

 1/9/2024
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 Petroleum Telcom, Inc.)

SCOPE OF SERVICES

Jose Arreola / 805-385-8011 / Jose.Arreola@oxnard.org

Contractor shall provide all services, work, labor and materials required to install, service and repair the City's two-way radio equipment.

General Requirements:

Contractor shall keep itself informed of and comply with all Federal, State and local laws, regulations, ordinances, policies, standards and guidelines applicable to its activities and obligations under this Contract, as those laws, policies, standards and guidelines may be amended from time to time, and it shall obtain and maintain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

Installation, repair and maintenance services shall be performed by the Contractor in accordance with the equipment manufacturer's instructions, standard industry practices and specifications.

Two-Way Radio Equipment:

The acquisition of Motorola and JVC Kenwood equipment to include but not limited to:

- Portable radios and accessories
- Mobile radios and accessories
- Base stations and accessories
- Associated equipment

Installation, Service and Repair:

Contractor must be able to provide the appropriate staffing resources, tools, parts, materials and supplies to perform installation, service, repairs and other services as needed.

Contractor shall provide maintenance and repairs on Motorola and JVC Kenwood installed equipment.

Contractor shall provide code-plugin development.

Contractor shall install Motorola and JVC Kenwood two-way radios on an as-needed basis. Installation shall include completing all Federal and State required inspections and certifications for regulated and non-regulated radio systems.

Installation:

Installation, repair and maintenance services may include, but are not limited to:

- Mobile communications equipment installation on vehicles and equipment
- Fixed communications equipment installation
- Microwave communications equipment installation
- Preventive, routine and emergency repair and maintenance of fixed and mobile communications equipment

- Preventive, routine and emergency repair and maintenance of microwave communications equipment
- Design, integration, training and optimization services

Contractor shall perform the installation, removal and reinstallation of the following equipment, including but not limited to:

Mobile radios and associated equipment to include but not limited to:

- CBs, scanners and other equipment requested by the POC)
- Vehicular repeaters
- Vehicular chargers (portable units)
- Antennas (to include duplexers/diplexers)
- Mounting brackets or consoles
- Interconnection equipment

Fixed based radios and associated equipment to include but not limited to:

- Base stations
- Communications consoles
- Base antennas
- Base station remote control stations
- Interconnection equipment
- System management equipment

Preventive Maintenance:

Preventive maintenance shall be performed by the Contractor in accordance with the manufacturer's specifications.

The minimum preventive maintenance will include assurance that equipment is within the limits of the manufacturer's specifications, and that "wear" items have been properly serviced, tightened, lubricated, etc. as required by good technical practices and the manufacturer's recommendations.

Preventive maintenance will be performed on the following equipment, including but not limited to:

- Portable radios
- Mobile radios

- Fixed base station
- Fixed repeater station
- Vehicular repeaters
- Vehicular adapters
- Vehicular chargers (for portable radios with no connectivity to in-vehicle mobile radio)
- 800Mhz radio equipment
- Drop Ship – Backhaul (Microwave, MPLS, etc.)

Repair and Maintenance:

Repair and maintenance services include but are not limited to:

- Preventive, routine and emergency repairs of all equipment, including the interfaces between equipment.

Parts:

All parts used to provide repairs will be new Certified Original Equipment Manufacturer (OEM). Any and all incidental charges shall be included in the contractor's hourly rate. Vendor shall furnish new unused O.E.M., parts, materials and labor as required in accordance with the provisions and specifications contained herein. If OEM parts are not available or obsolete, notification to the City of Oxnard is required for approval.

Warranty:

Contractor shall provide the Manufacturer's Warranty. Contractor shall be responsible for coordinating warranty issues. On-site warranty will begin upon acceptance of the equipment by the City. Acceptance will be defined as either receipt or installation. On-site warranty means the Contractor will either remotely access or travel, if necessary, to the facility where the warranty service is required. Labor for troubleshooting, removal, etc. of the equipment shall not be covered under the Manufacturer's warranty. Contractor shall provide a one-year warranty on workmanship. The City has the discretion of dealing directly with the Manufacturer on any warranty issue.

EXHIBIT B

**TRADE SERVICE AGREEMENT
(CITY of Oxnard and Petroleum Telcom, Inc.)**

SCHEDULE OF COMPENSATION

Other	
In-Shop Technical Labor (Hourly Rate) Billed in .5 hour increments with .5 hour minimum	\$125.00
In-field Technical Labor (Hourly Rate) Portal to Portal Billed in .5 hour increments with 1 hour minimum	\$135.00
Field Technician Assistant Labor (Hourly Rate) Billied in .5 hour increments with 1 hour minimum	\$85.00
Motorola Equipment and Parts	Sourcewell Pricing-request quote for Purchase Order
JVC Kenwood Equipment and Parts	NASPO Pricing-request quote for Purchase Order
Third party accessories	Cost plus 20%

**EXHIBIT C
TRADE SERVICES AGREEMENT
(CITY of Oxnard and Petroleum Telcom, 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 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 vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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-Ldoc

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 ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☒ OCCUR ☒ 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 ☒ 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

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE							
		ENDORSEMENT NO. _____	ISSUE DATE (MM/DD/YY) _____						
PRODUCER Telephone: _____		POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits							
NAMED INSURED		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____							
TYPE OF INSURANCE GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE		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 _____							
☐ Claims Made ☐ Retroactive Date _____ ☐ Occurrence		OTHER PROVISIONS							
COVERAGES ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">LIABILITY LIMITS IN THOUSANDS \$</th> </tr> <tr> <th style="text-align: center;">EACH OCCURRENCE</th> <th style="text-align: center;">AGGREGATE</th> </tr> <tr> <td style="height: 100px;"></td> <td style="height: 100px;"></td> </tr> </table>		LIABILITY LIMITS IN THOUSANDS \$		EACH OCCURRENCE	AGGREGATE		
LIABILITY LIMITS IN THOUSANDS \$									
EACH OCCURRENCE	AGGREGATE								
		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		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ with an Aggregate of \$ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which)	
NAMED INSURED		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		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance.	
\$ per accident, for bodily injury and property damage.		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: 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		AUTHORIZED REPRESENTATIVE	
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US		☐ 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 Petroleum Telcom, 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 Petroleum Telcom, 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.

FIRST AMENDMENT TO TRADE SERVICES AGREEMENT

This first Amendment (“First Amendment”) to the Trade Services (“Agreement”) is made and entered into in the County of Ventura, State of California, this July 3rd, 2024, by and between the City of Oxnard, a municipal corporation (“City”), and Petroleum Telcom Inc. (“Vendor”). This first Amendment amends the Agreement entered into on February 20th, 2024, by City and Vendor.

City and Vendor agree as follows:

1. In Section 4 of the Agreement, the amount not to exceed \$900,000 is replaced with \$1,150,000 for the services performed during the term of the Agreement.
2. 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

PETROLEUM TELCOM, INC.

☐ John C. Zaragoza, Mayor¹ Date
☐ Jennifer Yates, Purchasing Agent²

Frank Hines, President Date

Dale Hines, Vice President Date

ATTEST:

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

APPROVED AS TO FORM:

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.



CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. L.3

DATE: July 30, 2024

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Agreement 32500028 with Carollo Engineering, Inc. for On-Call Consulting Services for Water and Recycled Water Treatment Process Support.

RECOMMENDATION

That the City Council authorize the Mayor to execute an Agreement with Carollo Engineering, Inc. for a total amount not to exceed \$200,000 for an initial one-year term from July 31, 2024, to July 30, 2025, with the option to extend for two (2) consecutive one (1) year period extensions, that shall not exceed a total of three (3) years for a final term ending July 30, 2027, for On-Call Consulting Services for Water and Recycled Water Treatment Process Support.

(Public Works and Transportation Committee approved 3-0 on July 9, 2024.)

BACKGROUND

The Water Division and Advanced Water Purification Facility (AWPF) are required to complete monthly, quarterly, and annual reports for multiple regulatory agencies including the Department of Drinking Water and Regional Water Quality Control Board. Reporting guidelines, as dictated by the State or Federal government, continue to change and are very technical. As such, this requires a significant amount of up-to-date industry knowledge, standard operating procedures, and dedicated time to ensure mandatory reporting is in compliance.

DISCUSSION

The AWPF operational parameters as a recycled water plant. As a means to capture institutional knowledge the Water Division is developing standard operating procedures (SOPs) and updating operating & maintenance (O&M) manuals for the AWPF. Along with institutional knowledge the Water Division is engaging a consultant with industry knowledge to bring optimization and efficiency to plant operations and assisting with the development of mandatory reports.

On September 8, 2023, the City released Request for Proposal (RFP) No. PW 24-18 for On-Call Consulting Services for Water and Recycled Water Treatment Process Support. Proposals were due on September 25, 2023. The City received four proposals. The Water Division Manager, AWPF Operations Manager, and a senior treatment operator evaluated the four proposals and ranked Carollo Engineering, Inc (Carollo) with the highest score. Procurement staff have verified Carollo possesses the required business licenses. Based upon the available information and research performed to date, staff believes that Carollo is capable of satisfactorily performing the scope of work.

Carollo has existing Agreements with the Public Works Engineering Division that exceed the aggregate spending limit of \$200,000 identified on the City's Procurement Policy and City Council approval is required for the new Agreement.

Work under this Agreement will be issued through task orders at the direction of the Project Manager and approval of the Division Manager.

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 amount of Agreement 32500028 with Carollo Engineering, Inc. shall not exceed \$200,000 over the term of three years. The estimated spending for FY 2024-25 is \$67,000 and is included in the Fiscal Year 2024-25 Adopted Budget from the Water Operating Fund (6013600-53200). Subsequent year allocations will be requested during the annual budget process.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on July 9, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Timothy Beaman, Interim Assistant Public Works Director, Omar Castro, Water Division Manager

ATTACHMENTS

1. Agreement 32500028

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND CAROLLO ENGINEERS, INC.**

By This Consultant/Professional Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of Carollo Engineers, 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. This agreement is for the Water and Recycled Water treatment process support, including project management, regulatory compliance and permit review assistance, and AWPf process operations optimization.

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

Carollo Engineers, Inc. ("CONSULTANT"), a corporation of the State of Delaware, with an office located at 707 Wilshire Blvd. Suite 3920, Los Angeles, California 90017

3. TERM OF AGREEMENT: From: July 31, 2024 To: July 30, 2025

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 Consultant/ Professional 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 three (3) 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.

3.4 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: \$200,000.

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-A
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: CONSULTANT Designated Representative:

Name: Omar Castro

Name: Eric M. Mills, P.E.

Title: Water Division Manager

Title: Principal

Phone: 805-385-8139

Phone: 213-279-3305

Email: omar.castro@oxnard.org

Email: emills@carollo.com

Mailing Address (if differs from above):

Mailing Address (if differs from above):

251 South Hayes Ave.

Oxnard, California 93030

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 a City tax certificate, 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.

8.3 Unless it is the explicitly stated purpose or a component of this Agreement and listed as a service provided in Exhibit A, CONSULTANT's duties and services under this Agreement shall not include preparing or assisting CITY with any portion of CITY's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with CITY. CITY, in entering this Agreement, shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this Project. CONSULTANT's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONSULTANT shall cooperate with CITY to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONSULTANT pursuant to this Agreement.

8.4 In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, CONSULTANT has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties other than CONSULTANT's agents and/or subcontractors, if any, and quality, type, management or direction of operating personnel. Therefore, CONSULTANT makes no warranty that CITY's actual

project costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT's opinions, analyses, projections, or estimates due to the aforementioned unknown information.

8.5 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.

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 CONSULTANT 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 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 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: pwinvoices@oxnard.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, 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 City Code, 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.

17.8. Use and Reuse. Any substantive modifications of CONSULTANT's deliverables by CITY staff or any use of the completed deliverables for other CITY projects, or any use of incomplete deliverables without the written consent of CONSULTANT shall be at CITY's sole risk and without liability or legal exposure to CONSULTANT.

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. Notice shall be given in the manner set forth in section 22.

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. [RESERVED]

28. 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.

29. [RESERVED]

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 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.

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 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.

33. 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.

34. 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.

35. 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.

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 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. 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.

44. 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 effective on the date as written in section 3 and upon signature of all Parties.

CITY OF OXNARD

CAROLLO ENGINEERS, INC.

☒ John C. Zaragoza, Mayor¹ _____ Date
☐ Jennifer Yates, Purchasing Manager² _____

Matthieu Roussillon
Vice President _____ Date

Eric M. Mills
Senior Vice President ³ _____ Date

ATTEST:

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

APPROVED AS TO FORM:

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.

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

CONSULTANT/PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and Carollo Engineers, Inc.)

SCOPE OF SERVICES

CITY PROJECT MANAGER FOR THIS AGREEMENT:
Omar Castro / 805-385-8139 / omar.castro@oxnard.org

Project Management

CONSULTANT will provide all professional and support services required to manage, control, track, and report on the progress of work and expenditures provided under this scope of work, including but not limited to:

- Coordination and management of personnel or project-specific team members.
- Quality Assurance / Quality Control.
- Project coordination meetings.

Regulatory Compliance and Permit Review Assistance

CONSULTANT will provide all necessary services to support regulatory compliance and to assist in reviewing and updating all required permits including, but not limited to:

- Assist with Waste Discharge Requirements/ Water Reclamation Requirements (WDR/WRRs) permit, reporting, renewal, etc.
- Review and assist with preparation of Advanced Water Purification Facility (AWPF) Annual Reports.
- Sign AWPF Annual Reports which have been reviewed by Consultant.
- Meet with Regional Water Quality Control Board (RWQCB) and/or Department of Drinking Water (DDW), as necessary.
- Review and prepare correspondence with RWQCB, as necessary.
- Review and assist with preparation of monthly and quarterly reports, as necessary.
- Assist with recycled water use and users.

AWPF Process Operations and Optimization

CONSULTANT shall provide all necessary services to evaluate, troubleshoot, and optimize plant operations and maintenance including, but not limited to:

- Assist with preparation and review of Standard Operating Procedures (SOPs) developed by City of Oxnard staff.

- Provide review comments for consideration and incorporation.
- Identify other SOPs that may be needed for Operation and Maintenance (O&M) of the AWPf.
- Perform plant optimization analysis.
- Review and/or develop plans for recycled water uses.
- Review and/or develop maintenance improvement project plans.
- Develop technical memorandum and reports, as required.
- Review, evaluate and optimize process controls, as required.
- Evaluate and recommend O&M cost savings initiatives.

CITY shall cooperate with CONSULTANT as may be reasonably necessary for CONSULTANT to perform the services. CITY's Project Manager agrees to provide direction to CONSULTANT as requested regarding particular project requirements. CITY shall furnish CONSULTANT available studies, reports and other data pertinent to CONSULTANT's services; and obtain or authorize CONSULTANT to obtain or provide additional reports and data as required. CONSULTANT shall be entitled to use and rely upon all such information and services provided by CITY or others in performing the services.

EXHIBIT B

**CONSULTANT/PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Carollo Engineers, Inc.)**

SCHEDULE OF COMPENSATION

CLASSIFICATION		HOURLY RATE
ENGINEERS / SCIENTISTS		
Staff Professional		\$182
Assistant Professional		\$212
Senior Staff Engineer		\$226
Professional		\$256
Supervising Project Engineer		\$283
Project Professional		\$300
Lead Project Professional		\$322
Senior Technical Advisor / VP		\$344
SCIENTISTS		
Technicians		\$163
Project Technicians		\$204
Senior Technicians		\$222
SUPPORT STAFF		
Document Processing / Clerical		\$145
Office Aid		\$115
EXPENSES		
EXPENSE TYPE	ESTIMATING METHOD	RATE
Auto Mileage	Travel-Current IRS Rate	\$ per IRS
Auto Rental	Travel - Actual	\$ cost + 10%
Other Travel (FTR Guidelines)	Travel – Actual	\$ cost + 10%
Equipment Rental	Operating Expense – Actual	\$ cost +10%
Postage / Freight	Operating Expense – Actual	\$ cost + 10%
Reprographics	Outside Service – Actual	\$ cost + 10%
Subcontractors	Outside Service – Actual + (up to 10% mark up)	\$ cost + 10%

EXHIBIT C

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Carollo Engineers, Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/CONSULTANT/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.

Exhibit INS-A

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 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.

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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

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 ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ 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 ☒ 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 Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000
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		

[illegible]

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")						SUBMIT IN DUPLICATE	
						ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER			POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits				
Telephone:			☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to .				
NAMED INSURED			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				OTHER PROVISIONS			
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER							
LIMIT OF LIABILITY				CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (_____) _____			
\$ _____ per accident, for bodily injury and property damage.							
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: 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 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

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Carollo Engineers, 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 that may be 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 \$18.89 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, 2023**

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 \$18.89 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, 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 Carollo Engineers, 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.4

DATE: July 30, 2024

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Second Amendment to Agreement 9648-22-CM with Pacific Coast Elevator Corporation, dba Amtech Elevator Services, for Elevator Inspections, Maintenance, and Repairs.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Second Amendment to the Agreement with Pacific Coast Elevator Corporation, dba Amtech Elevator Services, to increase the current not to exceed amount from \$200,000 to \$500,000 and extend the term to August 31, 2025, for elevator inspections, maintenance, and repairs.

(Public Works and Transportation Committee approved 3-0 on July 9, 2024.)

BACKGROUND

The City's Facilities Division oversees 23 elevators, located in 14 buildings, that require inspections, service, and repairs. In response to regulatory compliance, public health and safety hazards, and property or environmental damage, the work must be completed with urgency by a technician who specializes in elevator operations. The City's Public Works Department does not employ a staff member with the expertise to perform this required work. Therefore, the Public Works Department relies on contract elevator technicians to respond quickly to the City's scheduled and unscheduled elevator inspections, maintenance, and repairs.

Pacific Coast Elevator Corporation, dba Amtech Elevator Services (Amtech), has been providing these services for the City's elevators since September 1, 2022. This Agreement includes furnishing all labor, materials, equipment, and other incidentals to provide scheduled and unscheduled work for the Public Works Department.

DISCUSSION

On July 18, 2022, the City Manager approved Agreement 9648-22-CM in the amount of \$200,000 that was entered into on September 1, 2022, between the City and Amtech for elevator inspections, maintenance, and repairs at various city-owned facilities. The initial one-year term ended on August 31, 2023, and the Agreement provides the option for two additional one-year terms.

In September of 2023, the City's Purchasing Agent approved the First Amendment and Restated Trade Services Agreement between the City and Amtech. The Restated Trade Services Agreement updated the terms and conditions of the Agreement to coincide with the revised City trade services agreement template and also updated the term extension date to August 31, 2024. The First Amendment did not change the total Agreement value of \$200,000.

This proposed Second Amendment will increase the Agreement amount by \$300,000, for a total not to exceed amount of \$500,000, and extend the Agreement with a third-year term ending August 31, 2025. Additionally, three elevators located at the Advanced Water Purification Facility (AWPF) and Wastewater Plant were not included in the original Agreement and have been added to the Scope of Services Exhibit for the Second Amendment.

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 for the Second Amendment with Amtech shall not exceed \$300,000 with a new total Agreement amount not to exceed \$500,000 through August 31, 2025, for elevator inspections and on-call maintenance repairs. The funds for these services are included in the City Council-Adopted Budget for Fiscal Year 2024-25 among the department funding sources. Any amounts necessary for Fiscal Year 2025-26 will be included in the recommended budget. These funds are charged to the respective departments and divisions based on City Council-approved funding within their budgets. The funds will only be paid for the actual services rendered as part of this Agreement.

Estimated Spending Plan				
Division	Account	FY 24-25	FY 25-26	TOTAL
Facilities	7353740-53200	\$239,200	\$20,800	\$260,000
Wastewater	6113615-53200	\$18,400	\$1,600	\$20,000
AWPF	6013605-53200	\$18,400	\$1,600	\$20,000
TOTAL		\$276,000	\$24,000	\$300,000

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on July 9, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. 9648-22-CM Second Amendment
2. 9648-22-CM First Amended & Restated
3. Agreement 9648-22-CM

SECOND AMENDMENT TO TRADE SERVICE AGREEMENT

This Second Amendment (“Second Amendment”) to the Trade Service 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 Pacific Elevator Corporation dba Amtech Elevator Services (“Service Provider”). This Second Amendment amends the Agreement entered into on September 1, 2022, by City and Service Provider. The Agreement previously has been amended on September 1, 2023, by a First Amendment.

City and Service Provider agree as follows:

1. Pursuant to Section 3.3, the City is exercising its third one-year option term. The Agreement will be extended for one additional year beginning on September 1, 2024, through August 31, 2025. The City has no option terms remaining pursuant to Section 3.3.
2. All reference to Section 4 of the Agreement is hereby amended to “\$500,000.”
3. All reference to the Schedule of Compensation Exhibit B everywhere it is listed in the Agreement is hereby amended to the Schedule of Compensation Exhibit B-1 Effective September 1, 2024. The Schedule of Compensation Exhibit B is hereby disincorporated; instead, the Schedule of Compensation Exhibit B-1 Effective September 1, 2024, is attached hereto and incorporated herein by this reference.
4. All reference to the Scope of Services Exhibit A everywhere it is listed in the Agreement is hereby amended to the Scope of Services Exhibit A-1 Effective September 1, 2024. The Scope of Services Exhibit A is hereby disincorporated; instead, the Scope of Services Exhibit A-1 Effective September 1, 2024, is attached hereto and incorporated herein by this reference
5. 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

**PACIFIC COAST ELEVATOR
DBA AMTECH ELEVATOR SERVICES**

☐ John C. Zaragoza, Mayor¹ Date
☐ Jennifer Yates, Purchasing Agent²

 Joe Armas, President Date

 Jim Strachan, Vice President³ Date

ATTEST:

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

APPROVED AS TO FORM:

 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.

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-1

SCOPE OF SERVICES

The Contractor shall provide the necessary labor, materials, tools, and equipment to provide inspections, maintenance, and repairs for the elevators and locations listed below. The City reserves the right to add or remove locations and services during the term of the Agreement

LOCATION OF WORK

Location	Service Stops	Type
305 W. Third Street	three-stop passenger elevator	hydraulic
	three-stop passenger elevator	cable
300 W. Third Street	four-stop passenger elevators	cable
	four-stop passenger elevators	cable
360 W. Second Street	two-stop passenger elevator	hydraulic
251 South C Street	two-stop passenger elevator	hydraulic
	two-stop passenger elevator	dumbwaiter
424 South C Street	Porch elevator	Handicap lift
251 South A Street	two-stop passenger elevators	hydraulic
	two-stop passenger elevators	hydraulic
	two-stop passenger elevators	hydraulic
325 South B Street	four-stop passenger elevators	hydraulic
	four-stop passenger elevators	hydraulic
4300 Saviers Road	two-stop passenger elevator	Hydraulic
251 South Hayes Avenue	two-stop passenger elevators	hydraulic
	two-stop passenger elevators	hydraulic
111 South Del Norte Boulevard	two-stop passenger elevator	hydraulic

201 East Fourth Street	two-stop passenger elevator	hydraulic
2900 Saviers Road	three-stop passenger elevator	cable
	three-stop passenger elevator	cable
5700 Perkins Road*	two-stop passenger elevator	hydraulic
	two-stop lift	dumbwaiter
5751 Perkins Road*	two-stop passenger elevator	cable

*Any pre-maintenance repairs discovered within the first 90 days of execution of the Second Amendment to the Contract, then Contractor shall submit a separate repair proposal for 5700 Perkins Road and/or 5751 Perkins Road.

GENERAL SCOPE OF WORK.

- 1) **Supervisory Personnel.** Upon award of Contract, Contractor shall provide the City with a written list of their supervisory personnel who shall be responsible for management of this Contract. Supervisory personnel shall visit each elevator semi-annually to observe the quality of maintenance and ensure the specifics and intended standards of this specification are met. After each visit Contractor shall submit a report to the City of their observations including corrective actions if warranted.
- 2) **Security Clearance.** Contractor shall be required to successfully complete a City standard security clearance conducted by the Oxnard Police Department within thirty (30) Working Days of award of this contract. This security clearance may include, but not be limited to, live scan and FBI background checks. This security clearance is required when working in the Public Safety Building and other areas of a sensitive nature designated by the City. Contractor must have a qualified employee's security cleared and have on call at least one security-cleared employee for after-hours Work. Any employee denied security clearance shall be restricted from entering the designated worksites, and Contractor shall provide an employee who has successfully obtained security clearance. Any cost for obtaining security clearance will be the responsibility of the Contractor. It is the Contractor's responsibility to be familiar with access to job sites. The Contractor shall be responsible for the delivery of all Contractor provided materials and equipment.
- 3) **Housekeeping:** Within the first three (3) months, the Contractor shall thoroughly clean all elevator hoistways, pits, car tops and machine rooms. In addition, during the same period of time all car and hoistway door tracks, hangers, interlocks and closers shall be cleaned, lubricated and adjusted. All debris resulting from such work shall be promptly removed and properly disposed of.
- 4) **Wiring and Construction Prints:** All wiring and construction prints or diagrams of elevator systems covered under this contract are the property of the City and upon termination of this contract shall be delivered to the City. All changes in circuitry made by the Contractor shall be properly recorded on the diagrams, including date of change and name of person making the change.

5) **Schedules and Records:** Contractor shall provide the following Preventive Maintenance services and required adjustments to ensure the safe operation of elevators.

- a) All inspections, lubrications, adjustments, tests, cleaning and other preventative maintenance activities shall comply with Title 8: California Code of Regulations "Elevator Safety Orders."
- b) Service schedule shall be displayed in each elevator equipment room and shall be initialed by the elevator mechanic when each scheduled activity is performed.
- c) Contractor shall notify City least 48 hours in advance of performing scheduled maintenance on any elevator.
- d) Contractor shall coordinate with the State of California Elevator, Ride, and Tramway Unit inspectors for all required State inspections. Contractor shall expedite all testing and repairs as noted by State Inspectors on Preliminary Orders in a timely manner and make notification in writing to the Elevator, Ride and Tramway Division and City Facilities Maintenance Supervisor for each of the listed items that have been corrected.

Contractor shall maintain an accurate and complete record of all work performed at each location. These records shall include all maintenance actions. Records shall describe the preventive maintenance action or discrepancy, action taken, and items replaced, if any. A copy of the record shall be kept in the machine equipment rooms and copy sent with invoicing. Invoices shall not be submitted prior to work being performed.

PREVENTATIVE MAINTENANCE SERVICES

1. Monthly Service:

- a. Shall be completed by the 30th day of each month.
- b. Ride each car. Check operation of car and hoistway doors, acceleration, deceleration, floor stops, leveling and brake action. Make required corrections.
- c. Inspect controllers, selectors and governors.
- d. Clean and adjust all controller contacts and renew worn contacts and/or shunts where required. Check sequence operation.
- e. Inspect and wipe clean all motor, generator and exciter commutators, clean and check brushes and brush holders. Renew or reset brushes, as required.
- f. Clean direction and accelerating switches.
- g. Inspect brake operation. Check shoe to brake pulley clearance and adjust as required for proper operation. Clean pulley, as required.
- h. Clean machine room.
- i. Check floors for missing indicator plates, arrows, buttons or other equipment and replace where required.

- j. Replace or repair all non-functional lamps. Including but not limited to call buttons, car lighting, and other elevator specific lighting.
- k. Inspect door monitoring equipment and safety edge units. Clean, lubricate, adjust or repair, as required.
- l. Test emergency telephones and report problems to City Facilities Manager

2. Quarterly Services: Quarterly Services shall include Monthly Services and the following;

- a. Shall be completed by the 30th day of March, June, September and December.
- b. Clean hoistway pits and inspect equipment. (After cleaning, provide photos of hoist way condition to City Facilities Maintenance Supervisor)
- c. Inspect working parts or all governors for free operation, clean and lubricate as required. Check contacts, shaft, brushings, and rubbing surfaces for cleanliness and wear.
- d. Inspect all door operating equipment, including but not limited to motor brushes, commutator, belts or chains, contacts, and clocks, clean, lubricate, adjust or replace, as required.
- e. Examine all wire ropes and fastenings, check and adjust rope tension. f. Examine traveling cables for wear and position.
- g. Examine counterweight. Tighten all loose belts. If welds are cracked or broken, bring to attention of the City Facilities Maintenance Supervisor.
- h. Clean and lubricate automatic slow down and stopping switches on top of cars and in hoistway.
- i. Clean car position indicators; adjust if required.
- j. Inspect and clean car guides. Replace worn and cracked parts.
- k. Check and clean car fan motors for proper operation, repair/ replace as required. l. Blow out, vacuum and clean controllers, motors and/or motor generator sets.

3. Semi-annual Services: Semi-annual Services shall include Quarterly Services, Monthly Services and the following;

- a. Shall be completed by the 30th day of June and December.
- b. Check bearings for proper operations and wear, and replace as required. c. Examine and lubricate machine gear teeth for cutting or noise.
- d. While riding on top of cars, physically check condition and operation of door locking equipment.
- e. Perform electrical test of door interlock circuits.

f. Examine door locks and door closer equipment. Clean door channels. g. Examine car and counterweight guide shoe and fastening.

h. Renew gibbs or rollers as required. Lubricate sliding guide shoes. i. Remove car station cover, blow out; clean switches and buttons.

4. **Annual Services:** Annual Services shall include Semi-annual Services, Quarterly Services, Monthly Services and the following;

a. Shall be completed by the 30th day of June.

b. Examine commutator, brushes and brush holders of all small control motors and regulators. Clean, re-adjust, repair or replace, as required.

c. Thoroughly examine and clean starter and control panels. Check each contactor and relay by hand for wear, cleanliness, and proper adjustment. Clean, re-adjust, repair or replace, as required.

d. Check, clean and adjust operation of slow down and limit switches.

e. Examine all moving parts of governor and safety for free operation. Clean and adjust.

f. Examine, clean and add oil to buffers, if required. Perform "hand test" of plunger return.

g. Drain machine gear oil; seal any oil leaks; examine gear teeth, refill with fresh oil, and properly dispose of used gear oil in an offsite location.

h. Overhaul machine brake, including disassembly, cleaning, replacement of worn component, reassembly and re-adjustment.

i. Provide full-load governor and safety test per Title 8: California Code of Regulations "Elevator Safety Orders."

j. Clean and lubricate hoistway door hangers, track and door arms.

k. Examine car and counterweight wire hoist ropes and governor ropes for wear and condition; re-rope, as required.

l. Clean rails, hatch walls, car top, pit, overhead sheaves and beams. Check brackets and bolts for tightness.

m. Perform annual preventative maintenance on all contactors, relays and switches. Make timing adjustments as required. Lubricate and adjust mechanical parts, including door operators, door tracks, hoist motors, cables, indicating lamps, call buttons as required.

n. Perform a complete systems check of all logic features and/ or programs.

o. Perform test of Fire Department Service in accordance with ANSI A 17.1 (latest edition) safety code for elevators and escalators at a time as directed by the City

as to coincide with each building's annual fire safety testing and tenant evacuation practice.

p. Perform test of Fire Detection System at a time as directed by the City as to coincide with each building's annual fire safety testing and tenant evacuation practice.

q. Perform test of automatic dialing communication.

r. Hydraulic elevators shall be inspected and tested as per ANSI A 17.2.

5. **5 year load testing-** In compliance with California's Department of Industrial Relations, Division of Occupational Safety and Health, Elevator, Ride and Tramway unit, conduct and confirm proper hydraulic and cable elevator performance and ensure public safety.

ON-CALL REPAIR SERVICES

1. **Non Scheduled Urgent Repair Work.** Contractor shall have live dispatch or direct call on-call technician 24 hours per day, 365 days per year. In the event an elevator is shut down with trapped passengers, Contractor shall guarantee a maximum one (1) hour response time during regular working hours (7:30 am – 3:30 pm) and a one and one half (1-1/2) hours response time during non-regular working hours (3:30 pm 7:29 am and weekends and holidays). Urgent repairs are those where public interest and necessity demand the immediate expenditure of public money to avoid harm to or to safeguard life, health or property.
2. **Non-Urgent Repair Work.** For non-urgent service calls during regular working hours (7:30 am – 3:30 pm) contractor shall respond within two (2) hours. The scope of Work and schedule shall be mutually agreed to between City staff and contractor before Work begins. Work under this category shall be planned and scheduled Monday through Friday between the hours of 7:30 am and 3:30 pm unless otherwise agreed to by the City.

EVALUATION STANDARDS: The following standards shall be met to assure that the elevators are maintained at a performance level in line with the original design:

1. **Door Performance:** When evaluating the door performance, complete door opening and closing times will be used. Doors shall open and close smoothly without slamming. Door-closing pressures shall conform to current codes. Door reopen devices shall be maintained to operate as originally installed.
2. **Landing Performance:** Landing accuracy shall be plus or minus 1/2", regardless of number of passengers, up to rated capacity.
3. **Rated Speed Performance:** Rated speed shall be maintained within plus or minus 5% of original design speeds.

SAFETY PRECAUTIONS: Within the scope of this Work, strict attention shall be given to all matters pertaining to public safety and safety of the Contractor's workers. Contractor shall adhere to all health and building safety requirements including but not limited to:

1. Proper securing of all fixtures, equipment, and materials.
2. Adherence to Lock out Tag out Program.
3. Methods of performing work.
4. Erection and maintenance of suitable barriers, protective devices, lights, and warning signs.
5. Adequate provisions for storage and protection of all work, materials, and equipment, and proper off-site disposal of used materials and equipment.
6. If for any reason, such as space limitations, restrictive work schedules, etc., the required safety provisions for this work cannot be met, the situation shall be logged and reported to the City for explicit instructions in writing as to how to proceed.

SCHEDULE OF COMPENSATION EXHIBIT B-1
EFFECTIVE SEPTEMBER 1, 2024

Location	Service Stops	Type	Monthly	Quarterly	Semi-Annual	Annual	5yr Load Test
305 West Third St	3-stop passenger elevator	Hydraulic	\$ 212.18	\$ 450.88	\$ 636.54	\$ 1,018.46	\$ 1,166.99
	3-stop passenger elevator	Cable	\$ 318.27	\$ 769.15	\$ 1,273.08	\$ 2,291.54	\$ 1,909.62
300 West Third St	4-stop passenger elevator	Cable	\$ 318.27	\$ 769.15	\$ 1,273.08	\$ 2,291.54	\$ 1,909.62
	4-stop passenger elevator	Cable	\$ 318.27	\$ 769.15	\$ 1,273.08	\$ 2,291.54	\$ 1,909.62
360 West Second St	2-stop passenger elevator	Hydraulic	\$ 212.18	\$ 450.88	\$ 636.54	\$ 1,018.46	\$ 1,166.99
251 South C St	2-stop passenger elevator	Hydraulic	\$ 212.18	\$ 450.88	\$ 636.54	\$ 1,018.46	\$ 1,166.99
	2-stop lift	Dumbwaiter	\$ 84.87	\$ 212.18	\$ 381.92	\$ 636.54	\$ 1,007.85
424 South C St	Porch Elevator	Handicap Lift	\$ 84.87	\$ 212.18	\$ 381.92	\$ 636.54	\$ 1,007.85
251 South A St	2-stop passenger elevator	Hydraulic	\$ 212.18	\$ 450.88	\$ 636.54	\$ 1,018.46	\$ 1,166.99
	2-stop passenger elevator	Hydraulic	\$ 212.18	\$ 450.88	\$ 636.54	\$ 1,018.46	\$ 1,166.99
	2-stop passenger elevator	Hydraulic	\$ 212.18	\$ 450.88	\$ 636.54	\$ 1,018.46	\$ 1,166.99
326 South B St	4-stop passenger elevator	Hydraulic	\$ 212.18	\$ 450.88	\$ 636.54	\$ 1,018.46	\$ 1,166.99
	4-stop passenger elevator	Hydraulic	\$ 212.18	\$ 450.88	\$ 636.54	\$ 1,018.46	\$ 1,166.99
4300 Saviers Rd	2-stop passenger elevator	Hydraulic	\$ 212.18	\$ 450.88	\$ 636.54	\$ 1,018.46	\$ 1,166.99

SCHEDULE OF COMPENSATION EXHIBIT B-1
EFFECTIVE SEPTEMBER 1, 2024

Location	Service Stops	Type	Monthly	Quarterly	Semi-Annual	Annual	5yr Load Test
251 S Hayes Ave	2-stop passenger elevator	Hydraulic	\$ 212.18	\$ 450.88	\$ 636.54	\$ 1,018.46	\$ 1,166.99
	2-stop passenger elevator	Hydraulic	\$ 212.18	\$ 450.88	\$ 636.54	\$ 1,018.46	\$ 1,166.99
111 South Del Norte Blvd	2-stop passenger elevator	Hydraulic	\$ 212.18	\$ 450.88	\$ 636.54	\$ 1,018.46	\$ 1,166.99
201 East Fourth St	2-stop passenger elevator	Hydraulic	\$ 212.18	\$ 450.88	\$ 636.54	\$ 1,018.46	\$ 1,166.99
2900 Saviers Rd.	3-stop passenger elevator	Cable	\$ 318.27	\$ 769.15	\$ 1,273.08	\$ 2,291.54	\$ 1,909.62
	3-stop passenger elevator	Cable	\$ 318.27	\$ 769.15	\$ 1,273.08	\$ 2,291.54	\$ 1,909.62
5700 Perkins Rd.	2-stop passenger elevator	Hydraulic	\$ 212.18	\$ 450.88	\$ 636.54	\$ 1,018.46	\$ 1,116.99
	2-stop lift	Dumbwaiter	\$ 84.87	\$ 212.18	\$ 381.92	\$ 636.54	\$ 1,007.85
5751 Perkins Rd.	2-stop passenger elevator	Cable	\$ 318.27	\$ 769.15	\$ 1,273.08	\$ 2,291.54	\$ 1,909.62
Maintenance Services			Rate				
Hourly Rate for Maintenance services for units not currently listed			\$ 201.57 / hour				
Repair Services*			Rate				
Non-Urgent Repairs (Monday-Friday 8 am-5 pm 2hr response time)			\$ 201.57 / hour				
Urgent Repair Work (1 Hour response time) Material Mark-up (not to exceed)			\$ 403.14 / hour 15%				

**FIRST AMENDED AND RESTATED TRADE SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND PACIFIC ELEVATOR CORPORATION
DBA AMTECH ELEVATOR SERVICES**

By This Trade Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of Pacific Coast Elevator Corporation dba Amtech Elevator Services ("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."

RECITALS:

WHEREAS, CITY and SERVICE PROVIDER entered this Agreement on September 1, 2022, set to end on August 31, 2023, using a different trade service agreement template; and

WHEREAS, CITY and SERVICE PROVIDER wish to extend this Agreement an additional year, but on CITY'S new trade service agreement template; and

WHEREAS, CITY and SERVICE PROVIDER now agree to extend this Agreement one additional year by this First Amended and Restated Trade Services Agreement.

1. SUMMARY DESCRIPTION OF SERVICES. This Agreement is for maintenance and repair services for Citywide elevators.

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

Pacific Coast Elevator Corporation dba Amtech Elevator Services ("SERVICE PROVIDER"), a corporation of the State of California, located at 3041 Roswell Street, Los Angeles, California 90065

3. TERM OF AGREEMENT: From: September 1, 2023 To: August 31, 2024

3.1 Time is of the essence in this Agreement.

3.2 The CITY shall have the option for (1) consecutive (1) one-year extension, 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: \$200,000.

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

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:	SERVICE PROVIDER Designated Representative:
Name: Brian Allen	Name: Christina Bonomo
Title: Facilities Manager	Title: Business Development Manager
Phone: 805-385-8082	Phone: 626-328-3743
Email: brian.allen@oxnard.org	Email: christina.bonomo@amtechelevator.com
Mailing Address (if differs from above):	Mailing Address (if differs from above):
1060 Pacific Ave. Bldg. 3	
Oxnard, California 93030	

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 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 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 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 or employees are in any manner agents 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 6254 and 6254.16) and may contain "trade secrets" (see Government Code Section 6254.7(d)) 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 6254.5.

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. [RESERVED]

29. [RESERVED]

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 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.

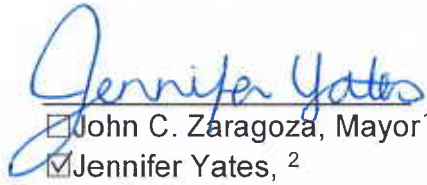
By signing below, SERVICE PROVIDER acknowledges that it has reviewed the CITY's Trade Services Agreement terms and conditions and insurance requirements and that SERVICE PROVIDER hereby agrees to full compliance.

[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

**PACIFIC COAST ELEVATOR DBA
AMTECH ELEVATOR SERVICES**

 10/9/2023
☐ John C. Zaragoza, Mayor¹ Date
☒ Jennifer Yates, ²
Purchasing Manager

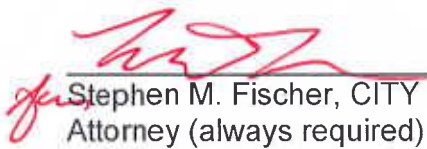
 9/20/2023
Joe Armas President

 9/20/2023
Jim Strachan, Vice President³ Date

ATTEST:

N/A
Rose Chaparro, CITY Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

 10/5/2023
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.

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 Pacific Coast Elevator dba Amtech Elevator Services) SCOPE OF SERVICES

CITY PROJECT MANAGER: NAME/PHONE #/EMAIL

The Contractor shall provide the necessary labor, materials, tools and equipment to provide inspections, maintenance and repairs for the elevators and locations listed below. The City reserves the right to add or remove locations and services during the term of the Contract.

LOCATION OF WORK

Location	Service Stops	Type
305 W. Third Street	three-stop passenger elevator	hydraulic
	three-stop passenger elevator	cable
300 W. Third Street	four-stop passenger elevator	cable
	four-stop passenger elevator	cable
360 W. Second Street	two-stop passenger elevator	hydraulic
251 South C Street	two-stop passenger elevator	hydraulic
	two-stop passenger elevator	dumbwaiter
424 South C Street	porch elevator	handicap lift
251 South A Street	two-stop passenger elevator	hydraulic
	two-stop passenger elevator	hydraulic
	two-stop passenger elevator	hydraulic

325 South B Street	four-stop passenger elevator	hydraulic
	four-stop passenger elevator	hydraulic
4300 Saviers Road	two-stop passenger elevator	hydraulic
251 South Hayes Avenue	two-stop passenger elevators	hydraulic
	two-stop passenger elevator	hydraulic
111 South Del Norte Boulevard	two-stop passenger elevator	hydraulic
201 East Fourth Street	two-stop passenger elevator	hydraulic
2900 Saviers Road	three-stop passenger elevator	cable
	three-stop passenger elevator	cable

GENERAL SCOPE OF WORK.

- 1) **Supervisory Personnel.** Upon award of Contract, Contractor shall provide the City with a written list of their supervisory personnel who shall be responsible for management of this Contract. Supervisory personnel shall visit each elevator semi-annually to observe the quality of maintenance and ensure the specifics and intended standards of this specification are met. After each visit, Contractor shall submit a report to the City of their observations including corrective actions if warranted.
- 2) **Security Clearance.** Contractor shall be required to successfully complete a City standard security clearance conducted by the Oxnard Police Department within thirty (30) Working Days of award of this contract. This security clearance may include, but not be limited to, live scan and FBI background checks. This security clearance is required when working in the Public Safety Building and other areas of a sensitive nature designated by the City. The Contractor must have qualified employee's security cleared and have on call at least one security cleared employee for after-hours Work. Any employee denied security clearance

shall be restricted from entering the designated worksites, and the Contractor shall provide an employee who has successfully obtained security clearance. Any cost for obtaining security clearance will be the responsibility of the Contractor. It is the Contractor's responsibility to be familiar with access to job sites. The Contractor shall be responsible for the delivery of all Contractor-provided materials and equipment.

- 3) **Housekeeping:** Within the first three (3) months, the Contractor shall thoroughly clean all elevator hoistways, pits, car tops and machine rooms. In addition, during the same period of time, all car and hoistway door tracks, hangers, interlocks, and closers shall be cleaned, lubricated, and adjusted. All debris resulting from such work shall be promptly removed and properly disposed of.
- 4) **Wiring and Construction Prints:** All wiring and construction prints or diagrams of elevator systems covered under this contract are the property of the City and upon termination of this contract shall be delivered to the City. All changes in circuitry made by the Contractor shall be properly recorded on the diagrams, including date of change and name of the person making the change.
- 5) **Schedules and Records:** Contractor shall provide the following Preventive Maintenance services and required adjustments to ensure the safe operation of elevators.
 - a) All inspections, lubrications, adjustments, tests, cleaning, and other preventative maintenance activities shall comply with Title 8: California Code of Regulations "Elevator Safety Orders."
 - b) Service schedule shall be displayed in each elevator equipment room and shall be initialed by the elevator mechanic when each scheduled activity is performed.
 - c) Contractor shall notify City at least 48 hours in advance of performing scheduled maintenance on any elevator.
 - d) Contractor shall coordinate with the State of California Elevator, Ride, and Tramway Unit inspectors for all required State inspections. Contractor shall expedite all testing and repairs as noted by State Inspectors on Preliminary Orders in a timely manner and make notification in writing to the Elevator, Ride, and Tramway Division and City Facilities Maintenance Supervisor for each of the listed items that have been corrected.

Contractor shall maintain an accurate and complete record of all work performed at each location. These records shall include all maintenance actions. Records shall describe the preventive maintenance action or discrepancy, action taken, and items replaced, if any. A copy of the record shall be kept in the machine equipment rooms and copy sent with invoicing. Invoices shall not be submitted prior to work being performed.

PREVENTATIVE MAINTENANCE SERVICES

1. Monthly Service:

- a. Shall be completed by the 30th day of each month.
- b. Ride each car. Check operation of car and hoistway doors, acceleration, deceleration, floor stops, leveling, and brake action. Make required corrections.
- c. Inspect controllers, selectors, and governors.
- d. Clean and adjust all controller contacts and renew worn contacts and/or shunts where required. Check sequence operation.
- e. Inspect and wipe clean all motor, generator, and exciter commutators, clean and check brushes and brush holders. Renew or reset brushes, as required.
- f. Clean direction and accelerating switches.
- g. Inspect brake operation. Check shoe-to-brake pulley clearance and adjust as required for proper operation. Clean pulley, as required.
- h. Clean machine room.
- i. Check floors for missing indicator plates, arrows, buttons, or other equipment and replace where required.
- j. Replace or repair all non-functional lamps. Including but not limited to call buttons, car lighting, and other elevator-specific lighting.
- k. Inspect door monitoring equipment and safety edge units. Clean, lubricate, adjust, or repair, as required.
- l. Test emergency telephones and report problems to City Facilities Manager

2. Quarterly Services: Quarterly Services shall include Monthly Services and the following;

- a. Shall be completed by the 30th day of March, June, September, and December.
- b. Clean hoistway pits and inspect equipment. (After cleaning, provide photos of hoistway condition to City Facilities Maintenance Supervisor)
- c. Inspect working parts or all governors for free operation, clean, and lubricate as required. Check contacts, shaft, brushings, and rubbing surfaces for cleanliness and wear.

- d. Inspect all door operating equipment, including but not limited to motor brushes, commutator, belts or chains, contacts, and clocks, clean, lubricate, adjust, or replace, as required.
 - e. Examine all wire ropes and fastenings, check and adjust rope tension.
 - f. Examine traveling cables for wear and position.
 - g. Examine counterweight. Tighten all loose belts. If welds are cracked or broken, bring to the attention of the City Facilities Maintenance Supervisor.
 - h. Clean and lubricate automatic slow down and stopping switches on top of cars and in hoistway.
 - i. Clean car position indicators; adjust if required.
 - j. Inspect and clean car guides. Replace worn and cracked parts.
 - k. Check and clean car fan motors for proper operation, repair/ replace as required.
 - l. Blow out, vacuum, and clean controllers, motors, and/or motor generator sets.
3. **Semi-annual Services:** Semi-annual Services shall include Quarterly Services, Monthly Services, and the following;
- a. Shall be completed by the 30th day of June and December.
 - b. Check bearings for proper operations and wear, and replace them as required.
 - c. Examine and lubricate machine gear teeth for cutting or noise.
 - d. While riding on top of cars, physically check the condition and operation of door locking equipment.
 - e. Perform electrical test of door interlock circuits.
 - f. Examine door locks and door closer equipment. Clean door channels.
 - g. Examine car and counterweight guide shoe and fastening.
 - h. Renew gibbs or rollers as required. Lubricate sliding guide shoes.
 - i. Remove car station cover, blow out; clean switches and buttons.

4. **Annual Services:** Annual Services shall include Semi-annual Services, Quarterly Services, Monthly Services, and the following;
- a. Shall be completed by the 30th day of June.
 - b. Examine commutator, brushes, and brush holders of all small control motors and regulators. Clean, re-adjust, repair, or replace, as required.
 - c. Thoroughly examine and clean starter and control panels. Check each contactor and relay by hand for wear, cleanliness, and proper adjustment. Clean, re-adjust, repair, or replace, as required.
 - d. Check, clean, and adjust the operation of slow-down and limit switches.
 - e. Examine all moving parts of the governor and safety for free operation. Clean and adjust.
 - f. Examine, clean, and add oil to buffers, if required. Perform "hand test" of plunger return.
 - g. Drain machine gear oil; seal any oil leaks; examine gear teeth, refill with fresh oil, and properly dispose of used gear oil in an offsite location.
 - h. Overhaul machine brake, including disassembly, cleaning, replacement of worn components, reassembly, and re-adjustment.
 - i. Provide full-load governor and safety test per Title 8: California Code of Regulations "Elevator Safety Orders."
 - j. Clean and lubricate hoistway door hangers, track, and door arms.
 - k. Examine car and counterweight wire hoist ropes and governor ropes for wear and condition; re-rope, as required.
 - l. Clean rails, hatch walls, car top, pit, overhead sheaves, and beams. Check brackets and bolts for tightness.
 - m. Perform annual preventative maintenance on all contactors, relays, and switches. Make timing adjustments as required. Lubricate and adjust mechanical parts, including door operators, door tracks, hoist motors, cables, indicating lamps, and call buttons as required.
 - n. Perform a complete systems check of all logic features and/ or programs.
 - o. Perform test of Fire Department Service in accordance with ANSI A 17.1 (latest edition) safety code for elevators and escalators at a time as directed by the City as to coincide with each building's annual fire safety testing and tenant evacuation practice.
 - p. Perform test of Fire Detection System at a time as directed by the City as to coincide with each building's annual fire safety testing and tenant evacuation practice.

- q. Perform test of automatic dialing communication.
 - r. Hydraulic elevators shall be inspected and tested as per ANSI A 17.2.
 - s. Contractor shall, at its sole expense, schedule, contract with, and fully compensate a licensed, qualified and insured **subcontractor** for the purpose of coordinating and conducting State required periodic testing and certification of elevator smoke alarms, smoke detectors, and car communication devices, or any other elevator related repair or certification requiring the assistance of an outside vendor as prescribed in a preliminary Order issued by the State of California Elevator, Ride and Tramway Unit inspector.
5. **5-year load testing-** In compliance with California's Department of Industrial Relations, Division of Occupational Safety and Health, Elevator, Ride, and Tramway unit, conduct and confirm proper hydraulic and cable elevator performance and ensure public safety.

ON-CALL REPAIR SERVICES

1. **Non-Scheduled Urgent Repair Work.** Contractor shall have live dispatch or direct call on-call technician 24 hours per day, 365 days per year. In the event an elevator is shut down with trapped passengers, Contractor shall guarantee a maximum one (1) hour response time during regular working hours (8:00 am – 5:00 pm) and a one and one half (1-1/2) hours response time during non-regular working hours (5:01 pm – 7:59 am and weekends and holidays). Urgent repairs are those where public interest and necessity demand the immediate expenditure of public money to avoid harm to or to safeguard life, health, or property.

2. **Non-Urgent Repair Work.** For non-urgent service calls during regular working hours (8:00 am – 5:00 pm), the contractor shall respond within two (2) hours. The scope of Work and schedule shall be mutually agreed to between City staff and contractor before Work begins. Work under this category shall be planned and scheduled Monday through Friday between the hours of 8:00 am and 5:00 pm unless otherwise agreed to by the City.

EVALUATION STANDARDS: The following standards shall be met to assure that the elevators are maintained at a performance level in line with the original design:

1. **Door Performance:** When evaluating the door performance, complete door opening and closing times will be used. Doors shall open and close smoothly without slamming. Door-closing pressures shall conform to current codes. Door reopen devices shall be maintained to operate as originally installed.

2. **Landing Performance:** Landing accuracy shall be plus or minus ½", regardless of number of passengers, up to rated capacity.

3. **Rated Speed Performance:** Rated speed shall be maintained within plus or minus 5% of original design speeds.

SAFETY PRECAUTIONS: Within the scope of this Work, strict attention shall be given to all matters pertaining to public safety and safety of the Contractor's workers. Contractor shall adhere to all health and building safety requirements including but not limited to:

1. Proper securing of all fixtures, equipment, and materials.
2. Adherence to Lock out Tag out Program.
3. Methods of performing work.
4. Erection and maintenance of suitable barriers, protective devices, lights, and warning signs.
5. Adequate provisions for storage and protection of all work, materials, and equipment, and proper off-site disposal of used materials and equipment.
6. If for any reason, such as space limitations, restrictive work schedules, etc., the required safety provisions for this work cannot be met, the situation shall be logged and reported to the City for explicit instructions in writing as to how to proceed.

Agreement No. 9648-22-CM

EXHIBIT B

**TRADE SERVICE AGREEMENT
(CITY of Oxnard and Pacific Coast Elevator Corporation dba Amtech Elevator Services)**

SCHEDULE OF COMPENSATION

Location	Service Stops	Type	Monthly	Quarterly	Semi-Annual	Annual	5yr Load Test
305 W. 3rd St	3-stop passenger elevator	Hydraulic	\$ 206.00	\$ 437.75	\$ 618.00	\$ 988.80	\$ 1,133.00
	3-stop passenger elevator	Cable	\$ 309.00	\$ 746.75	\$ 1,236.00	\$ 2,224.80	\$ 1,854.00
300 W. 3rd St	4-stop passenger elevator	Cable	\$ 309.00	\$ 746.75	\$ 1,236.00	\$ 2,224.80	\$ 1,854.00
	4-stop passenger elevator	Cable	\$ 309.00	\$ 746.75	\$ 1,236.00	\$ 2,224.80	\$ 1,854.00
360 W. 3rd St	2-stop passenger elevator	Hydraulic	\$ 206.00	\$ 437.75	\$ 618.00	\$ 988.80	\$ 1,133.00
251 SC St	2-stop passenger elevator	Hydraulic	\$ 206.00	\$ 437.75	\$ 618.00	\$ 988.80	\$ 1,133.00
	2-stop passenger elevator	Dumbwaiter	\$ 82.40	\$ 206.00	\$ 370.80	\$ 618.00	\$ 978.50
424 SC St	Porch Elevator	Handicap Lift	\$ 82.40	\$ 206.00	\$ 370.80	\$ 618.00	\$ 978.50

251 SA St	2-stop passenger elevator	Hydraulic	\$ 206.00	\$ 437.75	\$ 618.00	\$ 988.80	\$ 1,133.00
	2-stop passenger elevator	Hydraulic	\$ 206.00	\$ 437.75	\$ 618.00	\$ 988.80	\$ 1,133.00
	2-stop passenger elevator	Hydraulic	\$ 206.00	\$ 437.75	\$ 618.00	\$ 988.80	\$ 1,133.00
325 SB St	4-stop passenger elevator	Hydraulic	\$ 206.00	\$ 437.75	\$ 618.00	\$ 988.80	\$ 1,133.00
	4-stop passenger elevator	Hydraulic	\$ 206.00	\$ 437.75	\$ 618.00	\$ 988.80	\$ 1,133.00
4300 Saviers Rd	2-stop passenger elevator	Hydraulic	\$ 206.00	\$ 437.75	\$ 618.00	\$ 988.80	\$ 1,133.00
2900 Saviers Rd	3-stop passenger elevator	Cable	\$ 309.00	\$ 746.75	\$ 1,236.00	\$ 2,224.80	\$ 1,854.00
	3-stop passenger elevator	Cable	\$ 309.00	\$ 745.75	\$ 1,236.00	\$ 2,224.80	\$ 1,854.00

Location	Service Stops	Type	Monthly	Quarterly	Semi-Annual	Annual	SyrLoad Test
251 S Hayes Ave	2-stop passenger elevator	Hydraulic	\$ 206.00	\$ 437.75	\$ 618.00	\$ 988.80	\$ 1,133.00
	2-stop passenger elevator	Hydraulic	\$ 206.00	\$ 437.75	\$ 618.00	\$ 988.80	\$ 1,133.00
111 S Del Norte Blvc	2-stop passenger elevator	Hydraulic	\$ 206.00	\$ 437.75	\$ 618.00	\$ 988.80	\$ 1,133.00
201 E 4th St	2-stop passenger elevator	Hydraulic	\$ 206.00	\$ 437.75	\$ 618.00	\$ 988.80	\$ 1,133.00
Prices provided for each maintenance frequency should be a stand-alone cost for all services provided at that maintenance interval. The City reserves the right to adjust maintenance intervals as needed to meet the needs of City business.							
Maintenance Services			Rate				
Hourly Rate for Maintenance services for units not currently listed			\$ 190.00 / hour				
Repair Services*			Rate				
Non-Urgent Repairs (Monday-Friday 8am-5pm 2hr response time)			\$ 190.00 / hour				
Urgent Repair Work (1 Hour response time)			\$ 380.00 / hour				
* All repair service calls shall be at prevailing wage. The total cumulative cost of all repair work pursuant to this agreement shall not exceed \$60,000.00. Material Mark-Up shall not exceed 15%.							
The City reserves the right to add or delete units being serviced as needed to meet City business needs.							

EXHIBIT C

TRADE SERVICES AGREEMENT (CITY of Oxnard and Pacific Coast Elevator dba Amtech Elevator Services)

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-I

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 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 vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

8/23

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 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 ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☒ OCCUR ☒ 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 ☒ 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			

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")			SUBMIT IN DUPLICATE							
			ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)						
PRODUCER Telephone:		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits								
NAMED INSURED		☐ 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:								
TYPE OF INSURANCE		CITY AGREEMENTS/PERMITS								
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence		OTHER PROVISIONS								
COVERAGES		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center; padding: 5px;">LIABILITY LIMITS IN THOUSANDS \$</th> </tr> <tr> <th style="width: 50%; text-align: center; padding: 5px;">EACH OCCURRENCE</th> <th style="width: 50%; text-align: center; padding: 5px;">AGGREGATE</th> </tr> </thead> <tbody> <tr> <td style="height: 100px; vertical-align: top; padding: 5px;"> ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____ </td> <td style="height: 100px;"></td> </tr> </tbody> </table>			LIABILITY LIMITS IN THOUSANDS \$		EACH OCCURRENCE	AGGREGATE	☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____	
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:										
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 attached, 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										
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		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which)	
NAMED INSURED		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		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance.	
\$ _____ per accident, for bodily injury and property damage.		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: 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		AUTHORIZED REPRESENTATIVE	
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US		☐ 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 Pacific Coast Elevator Corporation dba Amtech Elevator
Services)**

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 Pacific Coast Elevator dba Amtech Elevator See)**

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.

**AGREEMENT FOR TRADE SERVICES
COVER PAGE**

- (1) Agreement Start Date: September 1, 2022
- (2) Vendor: Pacific Coast Elevator Corporation dba Amtech Elevator Services
- (3) Services: Elevator Maintenance & Repair Services
- (4) Schedule of Services: See Scope of Exhibit
- (5) Agreement Ending Date: August 31, 2023 subject to renewal for up to two consecutive one year terms upon written agreement of both parties for a maximum total contract term of three years.
- (6) Total Agreement Amount: \$200,000
- (7) City's Project Manager: Tamarra Barbey
- (8) Vendor's Project Manager: Christina Bonomo
- (9) Insurance Coverage: INS-I
- (10) What wages are required for this Project?

☐ Living wage but not prevailing wages, in which case: Section 20(a) through (c) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(d) and the Prevailing Wage Exhibit are not incorporated and are not required.

☐ Prevailing wages but not living wage, in which case: Section 20(d) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (c) and the Living Wage Policy Exhibit are not incorporated and are not required.

☒ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.

☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

- (11) Addresses for Notice:

FOR VENDOR:

Pacific Coast Elevator Corporation dba Amtech Elevator Services
Attn: Christina Bonomo, Business Development Manager
3041 Roswell Street
Los Angeles, CA 90065

FOR CITY:

City of Oxnard
Attn: Tamarra Barbey, Facilities Supervisor
1060 Pacific Ave., Building 3
Oxnard, CA 93030

- (12) Contact Emails:

christina.bonomo@amtechelevator.com

tamarra.barbey@oxnard.org

The Agreement for Trade 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
☐ Schedule of Services Exhibit

- ☒ Living Wage Policy Exhibit
☒ Prevailing Wages Exhibit
☒ Insurance Exhibit (INS-I)

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE 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) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor 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. 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.
3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.
4. Invoices. Vendor 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.
5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.
6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor 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 Vendor 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 Vendor and its employees, agents and subcontractors. Vendor 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 Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.
7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.
8. Non-Appropriation of Funds. Payments to be made to Vendor 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 or Department Director. Vendor hereby designates the person in the position listed in "(8) Vendor'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 Vendor.

10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor 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 Vendor'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 Vendor'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. Vendor shall perform such work, and City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor 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 Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor 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. Advertising and Publicity. Vendor 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.

13. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor; or for other purposes relating to the Agreement. Vendor 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 Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor 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. Vendor 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. Vendor shall include a copy of this Section in all contracts with its subcontractors, and Vendor 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.

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor 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 Vendor, City shall pay Vendor 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 Vendor receive an amount exceeding that which would have been paid to Vendor for the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

To the fullest extent permitted by law, Vendor shall 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 Vendor's performance of this Agreement or Vendor'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. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

a. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the City Attorney immediately upon tender to Vendor 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 Vendor 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 Vendor 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, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

b. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

16. **Insurance.** Vendor 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 Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the 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 Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. 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 Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. 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. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor 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 17.

b. Vendor 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 Vendor 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 Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination 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 uncompleted Documents and Materials, without the written consent of Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

d. Vendor 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. Vendor 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. Vendor 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, Vendor, 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 17 shall survive the termination of this Agreement.

18. 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 Vendor or is developed by Vendor 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 Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (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 Vendor 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, Vendor 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. Vendor 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 Vendor. 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 Vendor in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 18 shall survive the termination of this Agreement.

19. Independent Contractor. Vendor 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 Vendor or any of its employees, except as stated in this Agreement. Vendor 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 Vendor, 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 Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor 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. Vendor and its employees are not employees of City. Vendor 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. Vendor 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. Vendor agrees to pay all required taxes on amounts paid to Vendor 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. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor'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 Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than \$16.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2022, 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, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor 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. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

d. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

21. Nondiscriminatory Employment. Vendor 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. Vendor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Vendor shall be responsible for such subcontractor's compliance with this Section.

22. Vendor's Representations. Vendor represents, covenants and guarantees that: a) Vendor 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 Vendor's full performance under this Agreement; c) to the extent required by the standard of practice, Vendor 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.

23. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor 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, Vendor 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 Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor 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 Vendor "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 Vendor has been retained pursuant to this Agreement.

25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. Vendor 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 Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.

29. 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.

30. 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.

31. Force Majeure. Neither City nor Vendor 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.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. 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.

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor 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.

36. 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.

37. 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 Vendor 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 Vendor, 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.

38. 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 relieve 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.

39. 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) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. 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 either of City or Vendor's Project Managers' emails listed in "(12) 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.

41. 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

**PACIFIC COAST ELEVATOR CORPORATION
dba AMTECH ELEVATOR SERVICES**

 7/18/2022
☐ John C. Zaragoza, Mayor¹ Date
☒ Alexander Nguyen, City Manager
☐ Jennifer Yates, Purchasing Manager
☐ [name], Buyer

 6-8-22
 Julie Brandt, President² Date
 6/2/22
 Jim Strachan, Vice President Date

ATTEST:

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

APPROVED AS TO FORM:

 6/5/22
 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 (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**ELEVATOR PREVENTATIVE MAINTENANCE AND ON-CALL REPAIR SERVICES**

The Contractor shall provide the necessary labor, materials, tools, and equipment to provide inspections, maintenance, and repairs for the elevators and locations listed below. The City reserves the right to add or remove locations and services during the term of the Contract.

LOCATION OF WORK

Location	Service Stops	Type
305 W. Third Street	three-stop passenger elevator	hydraulic
	three-stop passenger elevator	cable
300 W. Third Street	four-stop passenger elevators	cable
	four-stop passenger elevators	cable
360 W. Second Street	two-stop passenger elevator	hydraulic
251 South C Street	two-stop passenger elevator	hydraulic
	two-stop passenger elevator	dumbwaiter
424 South C Street	Porch elevator	Handicap lift
251 South A Street	two-stop passenger elevators	hydraulic
	two-stop passenger elevators	hydraulic
	two-stop passenger elevators	hydraulic
325 South B Street	four-stop passenger elevators	hydraulic
	four-stop passenger elevators	hydraulic
4300 Saviers Road	two-stop passenger elevator	Hydraulic

251 South Hayes Avenue	two-stop passenger elevators	hydraulic
	two-stop passenger elevators	hydraulic
111 South Del Norte Boulevard	two-stop passenger elevator	hydraulic
201 East Fourth Street	two-stop passenger elevator	hydraulic

GENERAL SCOPE OF WORK.

- 1) **Supervisory Personnel.** Upon award of Contract, Contractor shall provide the City with a written list of their supervisory personnel who shall be responsible for the management of this Contract. Supervisory personnel shall visit each elevator semi-annually to observe the quality of maintenance and ensure the specifics and intended standards of this specification are met. After each visit Contractor shall submit a report to the City of their observations including corrective actions if warranted.
- 2) **Security Clearance.** Contractor shall be required to successfully complete a City standard security clearance conducted by the Oxnard Police Department within thirty (30) Working Days of award of this contract. This security clearance may include, but not be limited to, live scan and FBI background checks. This security clearance is required when working in the Public Safety Building and other areas of a sensitive nature designated by the City. The Contractor must have qualified employee's security cleared and have on call at least one security cleared employee for after-hours Work. Any employee denied security clearance shall be restricted from entering the designated worksites, and the Contractor shall provide an employee who has successfully obtained security clearance. Any cost for obtaining security clearance will be the responsibility of the Contractor. It is the Contractor's responsibility to be familiar with access to job sites. The Contractor shall be responsible for the delivery of all Contractor-provided materials and equipment.
- 3) **Housekeeping:** Within the first three (3) months, the Contractor shall thoroughly clean all elevator hoistways, pits, car tops, and machine rooms. In addition, during the same period of time all car and hoistway door tracks, hangers, interlocks, and closers shall be cleaned, lubricated, and adjusted. All debris resulting from such work shall be promptly removed and properly disposed of.
- 4) **Wiring and Construction Prints:** All wiring and construction prints or diagrams of elevator systems covered under this contract are the property of the City and upon the termination of this contract shall be delivered to the City. All changes in circuitry made by the Contractor shall be properly recorded on the diagrams, including the date of change and the name of the person making the change.
- 5) **Schedules and Records:** Contractor shall provide the following Preventive Maintenance services and required adjustments to ensure the safe operation of elevators.
 - a) All inspections, lubrications, adjustments, tests, cleaning, and other preventative maintenance activities shall comply with Title 8: California Code of Regulations "Elevator Safety Orders."
 - b) Service schedule shall be displayed in each elevator equipment room and shall be initialed by the elevator mechanic when each scheduled activity is performed.
 - c) Contractor shall notify City at least 48 hours in advance of performing scheduled maintenance on any elevator.

- d) Contractor shall coordinate with the State of California Elevator, Ride, and Tramway Unit inspectors for all required State inspections. Contractor shall expedite all testing and repairs as noted by State Inspectors on Preliminary Orders in a timely manner and make notification in writing to the Elevator, Ride, and Tramway Division and City Facilities Maintenance Supervisor for each of the listed items that have been corrected.

Contractor shall maintain an accurate and complete record of all work performed at each location. These records shall include all maintenance actions. Records shall describe the preventive maintenance action or discrepancy, action taken, and items replaced if any. A copy of the record shall be kept in the machine equipment rooms and a copy sent with the invoice. Invoices shall not be submitted prior to work being performed.

PREVENTATIVE MAINTENANCE SERVICES

1. Monthly Service:

- a. Shall be completed by the 30th day of each month.
- b. Ride each car. Check operation of car and hoistway doors, acceleration, deceleration, floor stops, leveling, and brake action. Make required corrections.
- c. Inspect controllers, selectors, and governors.
- d. Clean and adjust all controller contacts and renew worn contacts and/or shunts were required. Check sequence operation.
- e. Inspect and wipe clean all motor, generator, and exciter commutators, clean and check brushes and brush holders. Renew or reset brushes, as required.
- f. Clean direction and accelerating switches.
- g. Inspect brake operation. Check shoe-to-brake pulley clearance and adjust as required for proper operation. Clean pulley, as required.
- h. Clean machine room.
- i. Check floors for missing indicator plates, arrows, buttons, or other equipment and replace where required.
- j. Replace or repair all non-functional lamps. Including but not limited to call buttons, car lighting, and other elevator-specific lighting.
- k. Inspect door monitoring equipment and safety edge units. Clean, lubricate, adjust or repair, as required.
- l. Test emergency telephones and report problems to the City Facilities Manager

2. Quarterly Services: Quarterly Services shall include Monthly Services and the following;

- a. Shall be completed by the 30th day of March, June, September, and December.
- b. Clean hoistway pits and inspect equipment. (After cleaning, provide photos of hoistway condition to the City Facilities Maintenance Supervisor)
- c. Inspect working parts or all governors for free operation, clean, and lubricate as required. Check contacts, shaft, brushings, and rubbing surfaces for cleanliness and wear.
- d. Inspect all door operating equipment, including but not limited to motor brushes, commutator, belts or chains, contacts, and clocks, clean, lubricate, adjust or replace, as required.
- e. Examine all wire ropes and fastenings, check and adjust rope tension. f. Examine traveling cables for wear and position.
- g. Examine counterweight. Tighten all loose belts. If welds are cracked or broken, bring them to the attention of the City Facilities Maintenance Supervisor.
- h. Clean and lubricate automatic slow down and stopping switches on top of cars and in hoistway.
- i. Clean car position indicators; adjust if required.
- j. Inspect and clean car guides. Replace worn and cracked parts.
- k. Check and clean car fan motors for proper operation, repair/ replace as required. l. Blow out, vacuum, and clean controllers, motors, and/or motor-generator sets.

3. Semi-annual Services: Semi-annual Services shall include Quarterly Services, Monthly Services, and the following;

- a. Shall be completed by the 30th day of June and December.
- b. Check bearings for proper operations and wear, and replace as required. c. Examine and lubricate machine gear teeth for cutting or noise.
- d. While riding on top of cars, physically check the condition and operation of door locking equipment.
- e. Perform an electrical test of door interlock circuits.
- f. Examine door locks and door closer equipment. Clean door channels. g. Examine car and counterweight guide shoe and fastening.
- h. Renew gibbs or rollers as required. Lubricate sliding guide shoes. i. Remove car station cover, blow out; clean switches and buttons.

4. **Annual Services:** Annual Services shall include Semi-annual Services, Quarterly Services, Monthly Services, and the following;
 - a. Shall be completed by the 30th day of June.
 - b. Examine commutator, brushes, and brush holders of all small control motors and regulators. Clean, re-adjust, repair, or replace, as required.
 - c. Thoroughly examine and clean starter and control panels. Check each contractor and relay by hand for wear, cleanliness, and proper adjustment. Clean, re-adjust, repair, or replace, as required.
 - d. Check, clean and adjust the operation of slow down and limit switches.
 - e. Examine all moving parts of the governor and safety for a free operation. Clean and adjust.
 - f. Examine, clean and add oil to buffers, if required. Perform "hand test" of plunger return.
 - g. Drain machine gear oil; seal any oil leaks; examine gear teeth, refill with fresh oil, and properly dispose of used gear oil in an offsite location.
 - h. Overhaul machine brake, including disassembly, cleaning, replacement of a worn component, reassembly, and re-adjustment.
 - i. Provide full-load governor and safety test per Title 8: California Code of Regulations "Elevator Safety Orders."
 - j. Clean and lubricate hoistway door hangers, track and door arms.
 - k. Examine car and counterweight wire hoist ropes and governor ropes for wear and condition; re-rope, as required.
 - l. Clean rails, hatch walls, car top, pit, overhead sheaves, and beams. Check brackets and bolts for tightness.
 - m. Perform annual preventative maintenance on all contactors, relays, and switches. Make timing adjustments as required. Lubricate and adjust mechanical parts, including door operators, door tracks, hoist motors, cables, indicating lamps, and call buttons as required.
 - n. Perform a complete systems check of all logic features and/ or programs.
 - o. Perform a test of Fire Department Service in accordance with ANSI A 17.1 (latest edition) safety code for elevators and escalators at a time as directed by the City as to coincide with each building's annual fire safety testing and tenant evacuation practice.
 - p. Perform a test of Fire Detection System at a time as directed by the City as to coincide with each building's annual fire safety testing and tenant evacuation practice.
 - q. Perform a test of automatic dialing communication.
 - r. Hydraulic elevators shall be inspected and tested as per ANSI A 17.2.
 - s. Contractor shall, at its sole expense, schedule, contract with, and fully compensate a licensed, qualified and insured subcontractor for the purpose of coordinating and conducting State required periodic testing and certification of elevator smoke alarms, smoke detectors, and car communication devices, or any other elevator related repair or certification requiring the assistance of an outside vendor as prescribed in a preliminary order issued by the State of California Elevator, Ride and Tramway Unit inspector.

5. **5-year load testing-** In compliance with California's Department of Industrial Relations, Division of Occupational Safety and Health, Elevator, Ride, and Tramway unit, conduct and confirm proper hydraulic and cable elevator performance and ensure public safety.

ON-CALL REPAIR SERVICES

1. Non-Scheduled Urgent Repair Work. Contractor shall have a live dispatch or direct call on-call technician 24 hours per day, 365 days per year. In the event an elevator is shut down with trapped passengers, Contractor shall guarantee a maximum one (1) hour response time during regular working hours (8:00 am – 5:00 pm) and a one and one half (1-1/2) hours response time during non-regular working hours (5:01 pm – 7:59 am and weekends and holidays). Urgent repairs are those where public interest and necessity demand the immediate expenditure of public money to avoid harm to or to safeguard life, health, or property.

2. Non-Urgent Repair Work. For non-urgent service calls during regular working hours (8:00 am – 5:00 pm) the contractor shall respond within two (2) hours. The scope of Work and schedule shall be mutually agreed to between City staff and contractor before Work begins. Work under this category shall be planned and scheduled Monday through Friday between the hours of 8:00 am and 5:00 pm unless otherwise agreed to by the City.

EVALUATION STANDARDS: The following standards shall be met to assure that the elevators are maintained at a performance level in line with the original design:

1. Door Performance: When evaluating the door performance, complete door opening and closing times will be used. Doors shall open and close smoothly without slamming. Door closing pressures shall conform to current codes. Door reopen devices shall be maintained to operate as originally installed.

2. Landing Performance: Landing accuracy shall be plus or minus 1/2", regardless of the number of passengers, up to rated capacity.

3. Rated Speed Performance: Rated speed shall be maintained within plus or minus 5% of original design speeds.

SAFETY PRECAUTIONS: Within the scope of this Work, strict attention shall be given to all matters pertaining to public safety and the safety of the Contractor's workers. Contractor shall adhere to all health and building safety requirements including but not limited to:

1. Proper securing of all fixtures, equipment, and materials.
2. Adherence to Lockout Tag out Program.
3. Methods of performing work.
4. Erection and maintenance of suitable barriers, protective devices, lights, and warning signs.
5. Adequate provisions for storage and protection of all work, materials, and equipment, and proper off-site disposal of used materials and equipment.
6. If for any reason, such as space limitations, restrictive work schedules, etc., the required safety provisions for this work cannot be met, the situation shall be logged and reported to the City for explicit instructions in writing as to how to proceed.

RATES AND COSTS EXHIBIT

Agreement No. 9648-22-CM

Location	Service Stops	Type	Monthly	Quarterly	Semi-Annual	Annual	5yr Load Test
305 W. 3rd St	3-stop passenger elevator	Hydraulic	\$ 200.00	\$ 425.00	\$ 600.00	\$ 960.00	\$ 1,100.00
	3-stop passenger elevator	Cable	\$ 300.00	\$ 725.00	\$ 1,200.00	\$ 2,160.00	\$ 1,800.00
300 W. 3rd St	4-stop passenger elevator	Cable	\$ 300.00	\$ 725.00	\$ 1,200.00	\$ 2,160.00	\$ 1,800.00
	4-stop passenger elevator	Cable	\$ 300.00	\$ 725.00	\$ 1,200.00	\$ 2,160.00	\$ 1,800.00
360 W. 3rd St	2-stop passenger elevator	Hydraulic	\$ 200.00	\$ 425.00	\$ 600.00	\$ 960.00	\$ 1,100.00
251 S C St	2-stop passenger elevator	Hydraulic	\$ 200.00	\$ 425.00	\$ 600.00	\$ 960.00	\$ 1,100.00
	2-stop passenger elevator	Dumbwaiter	\$ 80.00	\$ 200.00	\$ 360.00	\$ 600.00	\$ 950.00
424 S C St	Porch Elevator	Handicap Lift	\$ 80.00	\$ 200.00	\$ 360.00	\$ 600.00	\$ 950.00
251 S A St	2-stop passenger elevator	Hydraulic	\$ 200.00	\$ 425.00	\$ 600.00	\$ 960.00	\$ 1,100.00
	2-stop passenger elevator	Hydraulic	\$ 200.00	\$ 425.00	\$ 600.00	\$ 960.00	\$ 1,100.00
	2-stop passenger elevator	Hydraulic	\$ 200.00	\$ 425.00	\$ 600.00	\$ 960.00	\$ 1,100.00
325 S B St	4-stop passenger elevator	Hydraulic	\$ 200.00	\$ 425.00	\$ 600.00	\$ 960.00	\$ 1,100.00
	4-stop passenger elevator	Hydraulic	\$ 200.00	\$ 425.00	\$ 600.00	\$ 960.00	\$ 1,100.00
4300 Saviers Rd	2-stop passenger elevator	Hydraulic	\$ 200.00	\$ 425.00	\$ 600.00	\$ 960.00	\$ 1,100.00

RATES AND COSTS EXHIBIT

Agreement No. 9648-22-CM

Location	Service Stops	Type	Monthly	Quarterly	Semi-Annual	Annual	5yr Load Test
251 S Hayes Ave	2-stop passenger elevator	Hydraulic	\$ 200.00	\$ 425.00	\$ 600.00	\$ 960.00	\$ 1,100.00
	2-stop passenger elevator	Hydraulic	\$ 200.00	\$ 425.00	\$ 600.00	\$ 960.00	\$ 1,100.00
111 S Del Norte Blvd	2-stop passenger elevator	Hydraulic	\$ 200.00	\$ 425.00	\$ 600.00	\$ 960.00	\$ 1,100.00
201 E 4th St	2-stop passenger elevator	Hydraulic	\$ 200.00	\$ 425.00	\$ 600.00	\$ 960.00	\$ 1,100.00
Prices provided for each maintenance frequency should be a stand-alone cost for all services provided at that maintenance interval. The City reserves the right to adjust maintenance intervals as needed to meet the needs of City business.							
Maintenance Services			Rate				
Hourly Rate for Maintenance services for units not currently listed			\$ 190.00 / hour				
Repair Services*			Rate				
Non-Urgent Repairs (Monday-Friday 8am-5pm 2hr response time)			\$ 190.00 / hour				
Urgent Repair Work (1 Hour response time)			\$ 380.00 / hour				
* All repair services calls shall be at prevailing wage. The total cumulative cost of all repair work pursuant to this agreement shall not exceed \$60,000.00. Material Mark-Up shall not exceed 15%.							
The City reserves the right to add or delete units being serviced as needed to meet City business needs.							

The period of performance anticipated for this agreement shall be for three years, renewable in one-year increments beginning September 1, 2022, or effective upon signature of an Agreement by both parties, unless terminated earlier. This annual renewal shall be based on mutually acceptable services, cost adjustments, and the City requirements and there is no obligation by the City to purchase any specified amount of goods or services. Updated annual pricing must be submitted to the City in writing, no later than the June 1st preceding the renewal date. Increases shall not exceed the Consumer Price Index for all Urban Consumers (CPI-U) for Los Angeles from the U.S. Bureau of Labor Statistics based on a 12-month CPI-U for April.

INSURANCE EXHIBIT

Exhibit INS-I

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 (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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 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 vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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 Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007	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
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GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")			SUBMIT IN DUPLICATE					
			ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)				
PRODUCER Telephone: _____	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ In Addition to Limits ☐ Included in Limits							
NAMED INSURED	☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____							
TYPE OF INSURANCE		CITY AGREEMENTS/PERMITS						
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY ☐ Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence		OTHER PROVISIONS						
COVERAGES	LIABILITY LIMITS IN THOUSANDS \$ <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">EACH OCCURRENCE</th> <th style="width: 50%;">AGGREGATE</th> </tr> </thead> <tbody> <tr> <td style="height: 100px;"></td> <td></td> </tr> </tbody> </table>		EACH OCCURRENCE	AGGREGATE			Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: () _____	
EACH OCCURRENCE	AGGREGATE							
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 Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		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: _____	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits		
NAMED INSURED	☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____		
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: 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 Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		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. 5/22

LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.
6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

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. Vendor shall compensate any employee of Vendor 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, Vendor shall pay such employee no less than \$16.89 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor 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. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2021**

42. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$16.89 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2022, 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, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor 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. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

d. The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor 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. Vendor shall perform the Project as a public work. Vendor 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. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor 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. Vendor 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 Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor 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. Vendor 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, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor 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, Vendor must immediately notify City.
8. Vendor 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. Vendor 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. Vendor acknowledges that 8 hours labor constitutes a legal day’s work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Vendor 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 Vendor’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. Vendor 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. Vendor 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. Vendor 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, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor 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 Vendor, 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 Vendor under this Section shall survive Agreement termination.

SCHEDULE OF SERVICES EXHIBIT



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.5

DATE: July 30, 2024

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Public Project Agreement 32500024 with Oilfield Electric Company for On-Call Electrical Maintenance and Minor Repair Services, Specification No. PW 24-100.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an Agreement with Oilfield Electric Company for a total amount not to exceed \$1,860,000 for a three (3) year term for On-Call Electrical Maintenance and Minor Repair Services, Specification No. PW 24-100.

(Public Works and Transportation Committee approved 3-0 on July 9, 2024.)

BACKGROUND

The Public Works Department comprises multiple divisions including Fleet, Special Districts, Water, Wastewater, Recycled Water, Stormwater, Environmental Resources, Facilities, and Parks, all of which require non-scheduled or unplanned electrical minor repair and maintenance of facilities and infrastructure from time to time. To avoid regulatory non-compliance, public health and safety hazards, property and/or environmental damage, the work must be completed with urgency, requiring a quick response with a wide range of electrical expertise and equipment.

The City does not have sufficient staff with the level of expertise necessary to perform some of the more technical electrical repair services and the volume of work that may be required from time to time. As such, to respond promptly to these unplanned infrastructure failures, the Public Works Department requires an on-call contract with a qualified contractor or contractor team that has diverse technical capabilities and the ability to respond quickly to the City's electrical repair needs. The City currently has an on-call electrical contract that started on April 5, 2022.

DISCUSSION

The work under this agreement will be managed through Task Orders issued by a Project Manager prior to any work commencing during normal business hours. After-hours work will require a task order to be completed on the next business day.

Projects to be completed by Contractor are categorized as follows:

Non- Scheduled Urgent Repair Work

- Contractor must verbally respond within thirty (30) minutes of telephone notification by the City.
- Contractor must be on the site within one (1) hour of the notification and begin Work immediately.
- Urgent repairs are those where public interest and necessity demand the immediate response to avoid harm to or to safeguard life, health or property.

Scheduled Repair and Maintenance Work

- Contractor must verbally respond within 24 hours of telephone notification by the City.
- The scope of work and schedule shall be mutually agreed to between City staff and the Contractor before work begins.
- Work under this category shall be planned and scheduled Monday through Friday between the hours of 8:00 am and 5:00 pm unless otherwise agreed to by the City.

The Work for this project includes furnishing all labor, materials, equipment and other incidentals to provide on-call electrical repairs, maintenance, and replacement services for the Public Works Department. The Work under this agreement will be at prevailing wage rates.

The notice inviting formal bids (NIFB) on the Project was published on May 02, 2024, and all bids were due and opened on May 21, 2024. The City received the following bids:

Oilfield Electric Company: \$2,275
Waisman Construction, Inc.: \$5,175

The lowest bidder is Oilfield Electric Company (Oilfield) and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Oilfield. Procurement staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Oilfield is the City's current on-call electrical contractor and has performed satisfactorily. Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily meeting the needs of the City. Thus, staff recommends that the City Council award the contract for this Project to Oilfield.

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 for this Agreement with Oilfield Electric Company shall not exceed \$1,860,000 over the term of three years for on-call electrical maintenance and minor repair services. Costs for these services are included in the Fiscal Year 2024-25 Adopted Budget. Funding shall be provided by various Public Works Divisions based on a task order basis and available Council approved funding. There are no guaranteed spending amounts and Divisions shall only pay for the services that are rendered.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on July 9, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Timothy Beaman, Interim Assistant Public Works Director

ATTACHMENTS

1. 32500024 - Oilfield Electric Company - PW 24-100

**CITY OF OXNARD CONTRACT FOR
ON-CALL ELECTRICAL MAINTENANCE
AND MINOR REPAIR SERVICES
SPECIFICATION NO. PW 24-100**

THIS CONTRACT ("Contract") is made and entered this 30th day of July, 2024 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and OILFIELD ELECTRIC COMPANY ("Contractor"). Contractor's license number is 125250.

In consideration of the covenants set forth herein, the parties hereto agree as follows:

1. Incorporation. The Contract consists of all Contract Documents, which shall include the General Provisions, Special Provisions and all documents referenced in either the General or Special Provisions as well as the Contractor's Bid Response. These documents are incorporated herein by reference.
2. Scope of Services. Contractor shall perform all Tasks in a good and workmanlike manner for the project identified as On-Call Electrical Maintenance and Minor Repair Services, Specification No. PW 24-100 ("Project"), as described in this Contract and in the Contract Documents, throughout the Contract Term. The Bid Sheets from the Contractor's Bid Response are attached hereto as "Exhibit A" and incorporated herein by this reference. The Special Provisions from the Contract Documents are attached hereto as "Exhibit B" and incorporated herein by this reference.
3. Compensation. In consideration of the services rendered pursuant to the requirements listed in the Contract Documents, City shall pay Contractor for each Task in accordance with the Contract Unit Prices submitted in the Bid and included in the attached Exhibit A, which in any case shall not exceed one million eight hundred sixty thousand dollars (\$1,860,000) during the Contract Term.
4. Contract Term. The Contract Term shall begin on the Effective Date and end three (3) years thereafter, unless sooner terminated pursuant to the Contract Documents.
5. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract Documents. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
6. Prevailing Wages. City and Contractor acknowledge that the Tasks comprising the Project are public works to which prevailing wages apply. Once the Project Manager issues a Task Order, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the corresponding Task will be on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are 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 registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.
7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the

provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

8. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

9. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

10. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project and all related Tasks and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.

11. Amendment. No modification, amendment or supplement to this Contract other than Change Orders or Task Orders shall be binding unless made in writing and signed by the duly authorized representatives of both parties.

12. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes. This provision shall likewise apply to all Task Orders and other Contract Documents.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the first written above.

CITY OF OXNARD

OILFIELD ELECTRIC COMPANY

☒ John C. Zaragoza, Mayor¹ _____ Date
☐ Purchasing Manager

 Alan D. Fletcher, President ² _____ Date

 Jana D. Fletcher, Vice President/
 Secretary _____ Date

ATTEST:

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

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. The Purchasing Agent may execute any authorized agreement up to \$200,000.

²The 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 INS-G

INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS (WITHOUT BUILDER'S RISK REQUIREMENT)

1. Contractor shall obtain and maintain during the performance of any services under this Contract 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 Contractor, its agents, representatives, employees or subcontractors.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$2,000,000 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 location 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. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors 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. Contractor 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-G. 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. Contractor 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. Contractor 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 Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. 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-G 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. 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 Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors 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 notice 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.

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.

CODESUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER **ASPECIFY 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 ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ 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 Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

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 46250-4299 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

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the aCity@)

SUBMIT IN DUPLICATE

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____

(to) _____

LOSS ADJUSTMENT EXPENSE _____

☐ Included in Limits☐ In Addition to Limits

Telephone: _____

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

NAMED INSURED

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**OTHER PROVISIONS****COVERAGES**

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

☐ GENERAL☐ PRODUCTS/COMPLETED OPERATIONS☐ PERSONAL & ADVERTISING INJURY☐ FIRE 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, 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, aOccurrence@ 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.

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 _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the aCity@)		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)	
NAMED INSURED		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		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter=s representative for claims pursuant to this insurance.	
\$ _____ per accident, for bodily injury and property damage.		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: a. Insurance Services Office Automobile Liability Coverage, aoccurrence" form CA0001, code (Aany 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 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 _____	

1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code Sections 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

Note: This Bond must be executed and dated, all Surety signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. The date of the Bond must not be before the Contract's Effective Date. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

Note: This Bond must be executed and dated, all Surety signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. The date of Bond must not be before the Contract's Effective Date. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

**EXHIBIT A
RATES AND COSTS
ON-CALL ELECTRICAL MAINTENANCE
AND MINOR REPAIR SERVICES
SPECIFICATION NO. PW 24-100**

Bidder's Name: Oilfield Electric Company dba Oilfield Electric & Motor

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, equipment and supplies for the Tasks comprising the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the following prices:

ITEM NO.	DESCRIPTION	RATES			TOTAL OF RATES
		Hourly Rate Monday-Friday 8:00am-5:00pm work begins within 1 hour **	Hourly Rate Monday-Friday 5:01pm -7:59am work begins within 1 hour **	Hourly Rate Saturday, Sunday and Holidays work begins within 1 hour **	
1	Foreman	\$ 120.00 /HR	\$ 166.00 /HR	\$ 166.00 /HR	\$ 452.00 /HR
2	Equipment Operator	\$ 80.00 /HR	\$ 85.00 /HR	\$ 85.00 /HR	\$ 250.00 /HR
3	Laborer	\$ 30.00 /HR	\$ 40.00 /HR	\$ 55.00 /HR	\$ 125.00 /HR
4	Superintendent	\$ 0.00 /HR	\$ 0.00 /HR	\$ 0.00 /HR	\$ 0.00 /HR
5	Service Truck	\$ 30.00 /HR	\$ 30.00 /HR	\$ 30.00 /HR	\$ 90.00 /HR
6	Journeyman Electrician	\$ 114.00 /HR	\$ 155.00 /HR	\$ 155.00 /HR	\$ 424.00 /HR
7	Electrician Apprentice	\$ 71.00 /HR	\$ 99.00 /HR	\$ 99.00 /HR	\$ 269.00 /HR
8	Bucket Truck/ Boom Truck/ Boom Lift	\$ 55.00 /HR	\$ 55.00 /HR	\$ 55.00 /HR	\$ 165.00 /HR

	Scheduled Repair and Maintenance Work	Hourly Rate Monday-Friday 8:00am-5:00pm			Total of Rates
09	Foreman	\$ 120.00 /HR			\$ 120.00 /HR
10	Equipment Operator	\$ 80.00 /HR			\$ 80.00 /HR
11	Laborer	\$ 30.00 /HR			\$ 30.00 /HR
12	Superintendent	\$ 0.00 /HR			\$ 0.00 /HR
13	Service Truck	\$ 30.00 /HR			\$ 30.00 /HR
14	Journeyman Electrician	\$ 114.00 /HR			\$ 114.00 /HR
15	Electrician Apprentice	\$ 71.00 /HR			\$ 71.00 /HR
16	Bucket Truck/ Boom Truck/ Boom Lift	\$ 55.00 /HR			\$ 55.00 /HR
TOTAL BID PRICE (TOTAL OF ALL RATES)					\$ 2,275.00

Note: No adjustment in the Contract Unit Prices will be allowed. The cost of all labor, export of material and other costs shall be included in the above Contract Unit Prices; no additional compensation will be granted for such expenses.

BID PRICE IN DIGITS: \$ 2,275.00

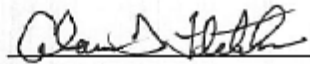
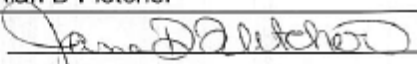
BID PRICE IN WORDS: Two thousand two hundred seventy five

Bidder acknowledges receipt of all addenda

Addendum: Date Received:
 #01 _____
 #02 _____

Addendum: Date Received:
 #03 _____
 #04 _____

Bidder's Name (Company): Oilfield Electric Company

Signature: 
 Print: Alan D Fletcher
 Signature: 
 Print: Jana D Fletcher

Title: President
 Date: 5/13/2024
 Title: Vice-President/Secretary
 Date: 5-13-2024

**EXHIBIT B
SPECIAL PROVISIONS
ON-CALL ELECTRICAL MAINTENANCE
AND MINOR REPAIR SERVICES
SPECIFICATION NO. PW 24-100**

1000-1 SCOPE OF WORK

The Contractor or Subcontractor(s) shall furnish all necessary labor, materials, equipment, supervision and other incidental and appurtenant Work to provide on-call electrical maintenance and minor repair services for the Public Works Department. The Public Works Department includes multiple divisions including but not limited to; environmental resources, water, wastewater, recycled water, storm water, parks, facility maintenance, fleet services, special districts, transportation and engineering and other City owned buildings and facilities throughout the City.

The scope of Work shall include, but not be limited to:

1. In coordination with City staff, inspect and identify required services to professionally complete the Work.
2. Troubleshoot, minor repair, maintain facilities infrastructure; and equipment as identified by City staff. Potential Work may be associated with any aspect of the systems and facilities operated and maintained by the Public Works divisions identified above.
3. Work shall also include minor repair and maintenance of electrical components, including low to medium voltage motor control centers and switchgears, variable frequency drives, control panels, video detection equipment, lighting fixtures, underground conduits, wiring and fiber cables and other appurtenances.
4. Perform Annual Services including Flash Hazard Analysis and Training, annual breaker testing and annual transformer oil sampling and testing.
5. Contractor shall furnish all labor, materials, tools, equipment, supplies, services, tasks, incidental and customary Work necessary to competently perform on-call electrical maintenance and related minor repair work at various City Facilities to maintain facility operation, protect public health, safety, property and the environment. Markup on parts and materials may not exceed 15% of contractor's cost.

1000-2 RESPONSE TIME.

Contractor shall respond to all requests as required, 24 hours per day, 365 days per year, including holidays. All costs for labor for these requests shall be included in the Bid sheets.

Response time by the Contractor shall be as stated below:

1. **Non-Scheduled Urgent Repair Work:
(Bid items 1, 2, 3, 4, 5, 6, 7 & 8)**

Contractor must verbally respond within 30 minutes of telephone notification by the City. Contractor must be on the site within one (1) hour of the notification and begin work immediately. Urgent repairs are those where public interest and necessity demand the immediate expenditure of public money to avoid harm to or to safeguard life, health or property.

For urgent minor repairs needing time sensitive attention and authorized to start work ahead of a Task Order/Purchased Order, the Contractor shall submit to the Project Manager an invoice or cost estimate within 48 hours from the time the work was authorized. The cost estimate shall list the Scope of Work, materials, labor times, schedules and related items for urgent minor repairs completed and/or underway.

When the extent of urgency is no longer necessary because the threat of public health and safety and/or property is no longer present, the Contractor shall coordinate with Project Manager to schedule minor repair and maintenance Work. Scope of Work to complete the minor repairs may require a separate cost estimate for non-scheduled urgent minor repairs.

For maintenance and minor repair work that requires a permit, the Contractor shall file a building permit application with supporting documents to the Building and Engineering Division and obtain a permit. The City will either pay for permit fees in advance or reimburse the Contractor for permit costs. The City shall not pay mark-up costs, administrative charges, or any other charge beyond the permit costs. NOTE: Major non-routine or recurring repairs, which may or may not require preparation of designs, drawings or plans for a permit are not allowed under this Agreement. This Agreement is limited to maintenance and minor repair work of a routine and recurring nature. All other Work must be bid separately by the City.

**2. Scheduled Repair and Maintenance Work:
(Bid Items 9, 10, 11, 12, 13, 14, 15 & 16)**

Contractor must verbally respond within 24 hours of telephone notification by the City. The scope of work and schedule shall be mutually agreed to between City staff and contractor before work begins. Work under this category shall be planned and scheduled Monday through Friday between the hours of 8:00 am and 5:00 pm unless otherwise agreed to by the City.

Upon issuance of the task order for routine maintenance work and minor repairs, the Contractor is expected to commence the work within three (3) Working Days.

For maintenance and minor repair work that requires a permit, the Contractor shall file a building permit application with supporting documents to the Building and Engineering Division and obtain a permit. The City will either pay for permit fees in advance or reimburse the Contractor for permit costs. The City shall not pay mark-up costs, administrative charges, or any other charge beyond the permit costs. NOTE: Major non-routine or recurring repairs which may or may not require preparation of designs, drawings or plans for a permit are not allowed under this Agreement. This Agreement is limited to maintenance and minor repair work of a routine and recurring nature. All other Work must be bid separately by the City.

1000-3 PAYMENT

All Work shall be pre-approved by a Task Order issued by the Project Manager prior to starting Work. The Task Order will include all materials, labor, and taxes. A separate invoice is required for each Task Order issued pursuant to the Contract. Contractor is required to itemize the number of hours it will take for completion of a Task Order. Material and equipment rentals will be reimbursed at cost (Contractor must include receipt of purchase with the invoice submitted to the City) plus 15% for material handling and Contract will be required to itemize the supplies cost within the Task Order. When requested, Contractor shall provide copies of receipts. Freight shall be incorporated into the cost of materials and or equipment rentals.

Contractor shall only invoice for time spent at the locations of service. The City shall not pay for time spent en route or traveling to acquire parts or supplies unless approved by the Project Manager and included in the Task Order.

To assist with payment processing and avoid payment delays, ALL invoices submitted for payment shall include reference information noted in Task Order. Including but not limited to:

- Invoice Number (Partial or Final Invoice)
- Project Name & Address
- Estimate # & Date
- Task Order # | Amount \$ 000.00
- Project Manager
- Scope of Work Description



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.6

DATE: July 30, 2024
TO: City Council
FROM: Jeff Pengilly, Community Development Director, (805) 385-8208, jeff.pengilly@oxnard.org
SUBJECT: Response to Grand Jury Report on the City of Oxnard Permitting Process, "Building Better Together."

RECOMMENDATION

That the City Council authorize the Mayor to respond, on behalf of the City Council, to the Grand Jury's "Building Better Together" report dated June 5, 2024.

(This item did not originate in Committee.)

BACKGROUND

DISCUSSION

Navigating a project through the permitting process can be a lengthy process involving numerous steps depending on the size and complexity of the project. The Grand Jury report entitled "Building Better Together - Suggestions for Smoother Permitting Process" examined the permitting process and sought to make recommendations to help streamline the process. The members of the Grand Jury interviewed current and former employees, developers, consultants, and reviewed numerous sources of public information to make their findings and recommendations. Although the Jurors were reviewing the entire development permitting process, their focus was primarily on housing projects.

As the report points out, numerous legislative actions have been enacted by the State of California to facilitate housing construction. In 2023 alone, there were more than 30 State Laws enacted to promote housing development by changing the approval process, mandating timelines, and in some cases removing local control from the process. The report focused in particular on two specific types of housing projects in making its assessment of the City of Oxnard's permitting performance for the timeframe of 2018 to 2023: Accessory Dwelling Units and Housing Projects > 5 units. In addition, the report looked at leadership, staffing, and the technology used by the City, among other metrics in developing their conclusions.

The Grand Jury's report contained a total of 5 Findings and 3 Recommendations for the City of Oxnard. A response to each of the Findings and Recommendations can be found in Attachment 2. The Community Development Department disagrees with the most significant findings, and concludes that we have already been implementing each of the three recommendations.

The Community Development Department has been diligently working to reduce project backlogs and decreasing project throughput timelines since additional funding was provided by City Council starting in FY 21. The primary strategies being implemented to reduce project backlogs and reduce processing timelines includes:

1. Filling vacant positions with qualified candidates. The Department Currently has only 4 vacancies between the Building & Engineering and Planning Divisions, the two divisions directly involved in processing development projects. This is a significant improvement from December 2022 when these two divisions had a combined 12

vacancies. The Building & Engineering Division is currently fully staffed, including a new Senior Engineer/Deputy Building Official position created in the FY 24 Budget.

2. Utilizing Consultants to reduce the backlog. The Department's contract services budget has been increased by over 325% from FY 2020 to FY 2024 due to the additional funding provided by City Council.
3. Implementing modern, updated software throughout the Department. Staff efforts to facilitate the roll-out of Tyler Energov (EPL) software began in early 2023. The Department is currently 30-40% through the implementation phase of the project which ultimately will enhance throughput efficiency by allowing for digital plan submittal, automating permit fee calculations, and producing meaningful reports for managers to assess workload and project throughput more readily. The anticipated 'go-live' date is set for Spring of 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 financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Jeff Pengilley, Community Development Director

ATTACHMENTS

1. County of Ventura Grand Jury Final Report- Building Better Together
2. Response to Grand Jury Report

2023 - 2024 Ventura County Grand Jury



COUNTY *of* VENTURA

Final Report

**Building Better Together
Suggestions for
Smoother Permitting Processes**

June 5, 2024

Building Better Together Suggestions for Smoother Permitting Processes

SUMMARY

After receiving public complaints regarding the difficulty developing property in the cities of Oxnard and Ventura, the 2023-2024 Ventura County Grand Jury researched how long it takes to approve building projects in those cities.

The complexity of the approval process and length of time taken mirror the complexity of a project. A development project, like a multi-unit housing project, may take years, involving land use guidelines, laws, environmental regulations, public hearings and detailed plan assessments by multiple city departments. The process for permitting an Accessory Dwelling Unit (ADU) can be less complex.

The Grand Jury found that Oxnard and Ventura are not in compliance with state-mandated timelines in scheduling hearings for multi-unit housing projects and for approving ADUs. According to the housing requirements for Oxnard and Ventura, both cities failed to meet their regional housing needs from 2014 to 2021. These shortcomings are caused by high turnover in leadership and staff, difficulties implementing and using software systems and inefficiencies in the approval process.

The Grand Jury also found that Oxnard and Ventura are striving to improve their processes, hire staff and comply with state laws that combine stricter timelines with more flexible land use.

METHODOLOGY

The Grand Jury interviewed a wide range of stakeholders, including current and former planning staff, Community Development Department personnel, developers and consultants across Oxnard and Ventura. The Grand Jury analyzed project timelines through Planning and Building Department reports. The Grand Jury reviewed Human Resources Department reports, which provided context on staff turnover and experience.

Additionally, the Grand Jury examined publicly available information, including newspaper articles, city council and design/planning commission agendas, minutes, city budgets and committee meeting videos. The Grand Jury reviewed information provided by the County of Ventura Auditor-Controller's and Assessor's offices. Legal statutes, both from California state law and specific city ordinances, were also reviewed.

BACKGROUND

Securing city approval for a property development project is a multifaceted process. It starts with a city's General Plan, which designates how land can be used. A developer proposes a use for a plot of land. The city evaluates if the use is in compliance with the General Plan, municipal codes and design and historical preservation requirements. After this evaluation, the city holds a public hearing to approve, or entitle, the use. (Ref-01, Ref-02, Ref-03)

After the entitlement is granted, the developer then submits a more detailed building plan to the building department, which checks for compliance with federal and state laws and municipal building codes regarding fire prevention, water, stormwater and wastewater requirements. After this plan check, approval of one or more permits may be granted by city staff. (Ref-04)

Both entitlement and plan checking could involve multiple cycles of plan revision and re-submission if the plan does not meet city requirements. A plan may be approved with conditions to be addressed later in the process.

The process includes the ability for an applicant or the public to appeal a decision. The City Council is the ultimate decision maker. (Ref-05)

Smaller projects, like installing an electric vehicle charger, replacing a water heater, upgrading plumbing or re-roofing, also require a building permit. An applicant can obtain these permits online or during a quick visit to a city's Community Development Department. An evaluation and approval are granted ministerially by city staff.

A developer or applicant must generally pay fees before any of these evaluations take place. (Ref-06)

California has enacted numerous laws in recent years to promote housing development, including more than 30 laws in 2023. These laws often impose timelines, require approval process changes and reduce local control for non-compliance. California's Permit Streamlining Act recommends reducing governmental delays by limiting processing times to one year in most cases and requiring agencies to specify information needed for complete and acceptable applications. (Ref-07, Ref-08, Ref-09, Ref-10, Ref-11, Ref-12)

For multiple-unit housing projects, the Permit Streamlining Act mandates that cities approve or send a Letter of Incompleteness within 30 days for projects of 25 units or fewer, and 60 days for projects with 26 or more units. If an environmental quality assessment is not required, the project must be approved or disapproved within 60 days. (Ref-07, Ref-08, Ref-09, Ref-10, Ref-11, Ref-13, Ref-14)

California Law AB-2221 requires cities to approve or deny applications for Accessory Dwelling Units within 60 days. (Ref-15, Ref-16, Ref-17, Ref-18)

The Grand Jury chose the Permit Streamlining Act and ADU laws to assess compliance because of their required timelines.

Part of a city's General Plan is a state mandated Housing Element, which requires adequate planning to meet the housing needs of everyone in the community. Included in the Housing Element is a required number of housing units from the Regional Housing Needs Allocation process. A Housing Element is an eight-year plan that requires state approval and annual progress reports. A Housing Element includes strategies to promote housing development and maps of developable land. The strategies often focus on multi-unit housing and ADUs to meet the regional housing needs requirement. (Ref-19)

Other factors that can play a role in project timelines are the number of cycles of plan revision and resubmission, environmental reviews, coordination among city departments, the number of public hearings and time spent implementing compliance with new laws.

Per the Permit Streamlining Act, when an application is submitted and fees are paid, the city generally has 30 days to deem the project application complete and forward it to a public hearing or issue a Letter of Incompleteness outlining deficiencies for the applicant to address before resubmitting. This letter is required to list all deficiencies, that if addressed would lead to approval. In practice, there can be different interpretations between the applicant and the city over whether deficiencies have been addressed, which may lead to further delays. (Att-02)

The California Environmental Quality Act (CEQA), depending on the level of analysis required, could add 60 to 180 days between when an application is deemed complete and when a public hearing can take place. (Ref-14, Ref-20)

Coordination between city departments involved in a plan assessment, such as Community Development, Police, Fire and Public Works, can be either sequential or concurrent.

A city's project approval process may require more than one public hearing before a project is approved.

Many of the new state laws lack state funding, placing financial burdens on cities for expenditures such as requiring computer system upgrades. Cities are also tasked with dedicating additional personnel, time and training to updating Municipal Codes, General Plans and Housing Elements to comply with existing and new laws. The state has filed lawsuits against some cities for non-compliance with state laws (e.g., Huntington Beach and Coronado). (Ref-21, Ref-22, Ref-23)

The Grand Jury investigated several areas that may play a role in the length of time it takes to approve a development project.

- Leadership: What priorities and policies did the City Council establish? Was there consistent leadership in the positions of City Manager and Community Development Director?
- Staffing: How did the city manage the challenges of recruiting staff, retaining staff, managing workload and retaining institutional knowledge?
- Process: How is the process defined and implemented? Are process steps done concurrently or sequentially?
- Technology: What technological solutions are used and to what effect?
- Hearings: How many public hearings and for what purpose?
- Compliance: Were state-mandated timelines for ADUs and multi-unit housing met? Did the city meet its regional housing requirement?

Sales tax and property tax are the two main sources of revenue a city uses to pay for public services. If the cost of these public services is rising at the rate of inflation, revenue also needs to increase at the rate of inflation to maintain the same level of public services.

Property tax revenue comes from the assessed value of property. Proposition 13 limits the annual increase for existing property to 2%, making it difficult to maintain city services if the inflation rate is greater than 2%. Cities can mitigate this effect by approving new development projects in a timely manner.

Because a city has direct control over the timely approval of development projects, looking at assessed property values should provide a good measure of how well a city is doing in maintaining its level of public services. Delayed approval of development projects can directly impact the level of public services. (Ref-24, Ref-25)

DISCUSSION

Oxnard

Leadership

The Oxnard City Council expanded the Community Development workforce by six full-time positions in 2022 because of new sales tax revenue from the passage of Measure E in 2020. (Ref-26)

The City of Oxnard's 2021-2029 Housing Element lists several goals and strategies to meet its regional housing needs requirement. The city outlines a plan to streamline the process for approving housing development and has established a concierge program to assist with the entitlement process. To meet its regional housing needs requirement, the city has goals to promote the development of ADUs and annex unincorporated areas known as Rio Urbana and Teal Club. (Ref-27 [Programs 7, 24, 34, 36])

The City of Oxnard has employed one City Manager since 2018. (Ref-01, Ref-28, Ref-29)

4 Building Better Together: Suggestions for Smoother Permitting Processes

The City of Oxnard has employed five different Community Development Directors since 2018. (Ref-01, Ref-28, Ref-29, Ref-30)

Staff

The City of Oxnard's 2018 budget funded 53 full-time positions in the city's Community Development Department. That number rose to 66 in the 2024 budget. As of April 2024, there are four open positions. (Ref-31, Ref-32, Ref-33)

As of November 2023, only 24 employees of the original 53 staff members hired in 2018 remained with the City of Oxnard's Community Development Department. (Ref-28, Ref-29)

From 2018 to 2023, 12 applications for housing with more than five units were entitled. The average number of days between application and entitlement was 121 days. (Ref-34, Att-05)

From 2018 to 2023, the number of applications for ADUs in Oxnard increased from three to 191. The average number of days between entitlement and permitting was 406 days. (Ref-34, Att-06, Att-07)

In 2022, Oxnard's Community Development Department had a backlog of more than 400 ADU applications. In order to allow staff time to process the backlog, the Building Division has closed the public counter for half-days. As of November 2023, the backlog of ADU applications was under 200. The City of Oxnard Building Division public counter is open Monday through Thursday, 8:00 AM to 12:00 PM and Friday, 9:00 AM to 12:00 PM. (Ref-01, Ref-04)

Process

For development projects, the City of Oxnard uses some concurrent steps early in its approval process. The Community Development Department Planning Division holds Development Advisory Committee meetings to discuss an application with city departments that will play a role later in the process, such as Building & Safety, Fire, Water and Public Works. (Ref-03)

The Oxnard Building and Engineering Division website indicates extended time frames for evaluating a building permit application of nine weeks for residential projects and 12 weeks for commercial/industrial/multifamily projects. Waiting for acknowledgement that application fees have been paid adds another one to three weeks to the process. (Ref-35)

Technology

The City of Oxnard is using an outdated computerized system for handling building applications in all divisions of the Community Development Department. The city is exploring a new computer program, EnerGov, to improve processing of all application types. It is anticipated that the new system will be installed by the end of 2024. (Ref-01, Ref-36)

Hearings

Public discretionary hearings for development projects can be conducted by the Community Development Director or the Planning Commission.

The City of Oxnard utilizes a rarely used Downtown Design Review Committee (DDRC), which makes written design recommendations specifically for the downtown area to the Community Development Director and/or Planning Commission. (Ref-01, Ref-37)

At the discretion of the Community Development Director, a pre-application public hearing on a project may be held with the City Council. (Ref-27, Page E-33)

Assessed Property Values

Assessed property values in the City of Oxnard, adjusted for inflation, have increased about 6% since 2018, and were flat between 2020 and 2023, having recovered to pre-pandemic levels. (Ref-24, Ref-38, App-02)

Compliance

The City of Oxnard is not in compliance with the Permit Streamlining and ADU Acts. (Ref-01, Ref-07, Ref-08, Ref-09, Ref-10, Ref-11, Ref-13, Ref-14, Ref-15)

The City of Oxnard's 2021-2029 Housing Element has been certified by the California Department of Housing and Community Development with a requirement for 8,549 housing units. Whether or not the city meets this requirement will not be known until 2029. Annual progress reports are submitted. The city did not meet its 2014-2021 Housing Element requirement for 7,301 housing units, falling 2,376 units short. (Ref-27)

Ventura

Leadership

In 2019, the Ventura City Council contracted with the Matrix Consulting Group to improve the process for reviewing land use applications. The consulting group conducted a multiphase analysis, examining the organizational and operational aspects of development services across all relevant divisions. The resulting report, with 57 recommendations and an implementation plan, was unanimously approved by the City Council on November 19, 2019. The city's Community Development Department provided implementation progress reports to the City Council on May 21, 2021; November 28, 2021; January 19, 2022; and October 6, 2022. (Ref-39, Ref-40, Ref-41, Ref-42)

Responding to the COVID-19 crisis, on May 18, 2020, the Ventura City Council implemented the Emergency Streamlining Ordinance "to help aid the economic recovery effort in the city and support local businesses by expediting their re-opening and expansion." The Ventura City Council adopted the Permanent Streamlining Ordinance on December 6, 2021, as "Streamlining the Development

Review Process has been a City Council priority for several years.” (Ref-41, Ref-42, Ref-43)

The City of Ventura’s 2021-2029 Housing Element has a goal of producing at least 100 ADUs over the eight-year cycle, with incentives and increased public awareness of ADU opportunities. It has a goal to establish development standards by 2026 to allow for up to six-story residential units in the vicinity of the Pacific View Mall. (Ref-44)

The City of Ventura has employed five different City Managers since 2018. The Ventura City Council hired its latest City Manager on August 8, 2023. (Ref-01, Ref-45, Ref-46, Ref-47)

The City of Ventura has employed five different Community Development Directors since 2018. The Ventura City Council hired its latest Community Development Director on February 17, 2024. (Ref-01, Ref-46, Ref-47, Ref-48)

Staff

The City of Ventura’s 2018 budget funded 42 full-time positions in the city’s Community Development Department. That number rose to 45 in the 2024 budget. As of April 2024, there is one open position. (Ref-49, Ref-50, Ref-51)

As of 2018, only 37 of the 42 full-time positions were on the payroll of the Community Development Department, leaving five unfilled positions. (Ref-46, Ref-47)

As of November 2023, only five employees of the original 37 staff members from 2018 remained with the City of Ventura’s Community Development Department. (Ref-46, Ref-47)

The employees designated to be subject matter experts with initial training in 2021 on the department’s new EnerGov computer system (OPS) are no longer employed by the City of Ventura. Training records for the OPS software system were requested by the Grand Jury, but not provided. (Ref-01, Ref-36, Ref-52)

From 2018 to 2022, the City of Ventura did not report any housing with more than five units in the Housing Element annual progress report. There was no data for the average number of days between application and entitlement. (Ref-34)

From 2018 to 2022, the number of applications for ADUs in the City of Ventura increased from zero to 23 annually. There was no data for the average number of days between entitlement and permitting. (Ref-34)

The City of Ventura public permitting services counter is open Monday through Thursday, 8:00 AM to 12:00 PM and 1:00 PM to 3:00 PM. (Ref-53)

Process

For development projects, the City of Ventura uses some concurrent steps early in its approval process. The Community Development Department Planning Division holds Development Advisory Committee meetings to discuss an application with city departments that will play a role later in the process, such as Building & Safety, Fire, Water and Public Works. The city recently consolidated public counter permitting service for Building and Safety, Ventura Water, Fire Prevention, Land Development, and Planning while enabling scheduled appointments. (Ref-64, Ref-54)

The Matrix Consulting Group conducted a survey of prior customers of the City of Ventura's development services process. The survey revealed:

- The development community is dissatisfied with lengthy delays in approval of projects. (Ref-39, Survey Section 3.8-3 and 4.2, Ref-40)
- Slow review time frames, multiple review committees and a lack of coordination are identified as the areas with the greatest opportunity for improvement in the development review process. (Ref-39, Survey Section 4.2)

The Matrix Consulting Group Report makes several recommendations about process improvements. The Grand Jury found many of these recommendations yet to be fully implemented, such as:

- The City of Ventura has not created a decision-making authority matrix and posted it on its website. (Ref-39, Matrix recommendation #1, Status report (October 17, 2022) indicates "In Progress," Ref-40)
- The City of Ventura has not developed a consolidated list of review timelines for all building application types and posted it on its website. (Ref-39, Matrix recommendation #17, Status report (October 17, 2022) indicates "In Progress," Ref-40)
- The City of Ventura has not created a developmental review webpage that acts as a central hub and provides an overview of permitting requirements and links to departments for more information. (Ref-39, Matrix recommendation #20, Status report (October 17, 2022) indicates "In Progress," Ref-40)
- The City of Ventura is not starting the CEQA process as soon as possible, regardless of whether or not the application has been deemed complete, as stated in interviews. (Ref-39, Matrix recommendation #13, Status Report (October 17, 2022) indicates "Completed," Ref-20, Ref-40, Ref-55)

Technology

An upgraded version of EnerGov software, named Ventura Online Permitting System (Ventura OPS), was launched in August 2021 before it was fully configured. A common complaint was that the system was difficult to use. The City of Ventura held a user training session in June 2022, however the Planning and Building and

Safety Divisions have not been able to utilize EnerGov software and coordinate with other divisions of the Community Development Department. For entitlement, the Planning Division is still using manual spreadsheets to track projects. For building permits, the Building and Safety Division uses the system to track projects. The City of Ventura has contracted with a consulting group to build custom reports after finding standard reports noncomprehensive.

The Matrix Consulting Group Report makes several recommendations regarding technological improvements. The Grand Jury found that many of these recommendations have yet to be fully implemented, though stated otherwise. Among these are: (Ref-01, Ref-36, Ref-52, Ref-56)

- User training to all plan review staff involved in the development review process, including a formalized training program for new hires (Ref-39, Matrix recommendation #31, Status report (October 17, 2022) indicates "Completed," Ref-40, Ref-52)
- Features to calculate the appropriate plan check and permitting fees (Ref-39, Matrix recommendation #32, Status report (October 17, 2022) indicates "Completed," Ref-40, Ref-52)
- Proper configuration to allow utilization for all development review activities (plan review and inspections) across all departments (Ref-39, Matrix recommendation #33, Status report (October 17, 2022) indicates "Completed," Ref-40, Ref-52)
- Proper configuration to allow electronic application and plan submittals for all development application types (Ref-39, Matrix recommendation #34, Status report (October 17, 2022) indicates "Completed," Ref-40, Ref-52)
- Proper configuration to allow for tracking workload data and performance measures to accurately track information (Ref-39, Matrix recommendation #40, Status report (October 17, 2022) indicates "Completed," Ref-40, Ref-52)
- Proper configuration to allow for tracking time spent on all stages of the development review process (e.g., inspections, plan check, etc.) (Ref-39, Matrix recommendation #41, Status report (October 17, 2022) indicates "In Progress," Ref-40, Ref-52)
- Proper configuration to allow utilization of features to generate comprehensive reports on time spent on development review activity (Ref-39, Matrix recommendation #42, Status report (October 17, 2022) indicates "Completed," Ref-40, Ref-52)

Hearings

The City of Ventura utilizes the combination of Design Review and Historic Preservation committees in addition to a Planning Commission for discretionary hearings of development projects. (Ref-57, Ref-58)

One of the three main recommendations made by the Matrix Consulting Group Report is to reduce reliance on the Design Review Committee and Historic

Preservation Committee, stating these committees should be eliminated or reduced in scope. (Ref-39, Ref-40, Ref-57, Ref-58)

The Permanent Streamlining Ordinance deemed these committees advisory only, with no decision-making authority. The Matrix Report observed that no other cities in Ventura County employ a similar tri-committee configuration that could potentially cause three discretionary hearings. Grand Jury analysis of agendas from the past three years reveals minimal activity within both the Design Review and Historic Preservation committees.

Notably, in all cases considered by the Design Review Committee, the final decision was ultimately referred to either a Director's Hearing or the Planning Commission, raising the question of the true necessity for these committees.

Assessed Property Value

As the staff report states, "Streamlining the development review process is critical to enable investment and business growth in Ventura.... A process that supports investment into private property translates into economic development and quality city services." (Ref-42)

Assessed property values in the City of Ventura, adjusted for inflation, have increased about 10% since 2018, and were flat between 2020 and 2023, having recovered to pre-pandemic levels. (Ref-24, Ref-38, App-02)

Compliance

The City of Ventura is in compliance with the state ADU Act. (Ref-15, Ref-16, Ref-17, Ref-18)

The City of Ventura is in compliance with California's Permit Streamlining Act to respond to applications in 30 days. It is not in compliance, as the lead agency, to schedule a public hearing to approve or deny a project within 60 days if there is a negative declaration or exempt from CEQA. (Ref-01, Ref-07, Ref-08, Ref-09, Ref-10, Ref-11, Ref-13, Ref-14, Ref-20, Ref-58)

The City of Ventura's 2021-2029 Housing Element has been certified by the California Department of Housing and Community Development with a requirement for 5,312 housing units. Annual Progress Reports are submitted but appear to have misclassifications and missing data. The city did not meet its 2014-2021 Housing Element requirement of 3,654 housing units, falling 1,658 units short. (Ref-34, Ref-59, Att-08)

FINDINGS

Oxnard

- F-01.** The City of Oxnard is not in compliance with California's Permit Streamlining Act with regard to mandated timelines for development projects, taking 171 days, on average, between application and entitlement for housing with more than five units.
- F-02.** The City of Oxnard is not in compliance with the California State ADU Act with regard to the mandated 60 days from application (entitlement) to permitting, taking 406 days, on average.
- F-03.** Since 2020, assessed property values adjusted for inflation in the City of Oxnard have not increased. This indicates that city services may be maintained but could be expanded by streamlining the approval process.
- F-04.** Inadequate staffing, leadership turnover and increased workloads have led to lengthy delays in project approvals for the City of Oxnard.
- F-05.** Out-dated computer systems have led to lengthy delays in project approvals for the City of Oxnard.

Ventura

- F-06.** The City of Ventura is in compliance with California's Permit Streamlining Act for the 30-day requirement to deem Complete or issue an Incomplete Letter, but not for the lead agency approving or disapproving a project with an exempt CEQA status within 60 days.
- F-07.** The City of Ventura did not meet the regional housing-needs requirements from its 2014-2021 Housing Element, and little data was available from the annual progress report dashboard.
- F-08.** There has been inadequate training for the EnerGov system from deployment to present.
- F-09.** Inadequate staffing and leadership turnover have led to lengthy delays in project approvals.
- F-10.** Departures of experienced individuals have caused a lack of continuity and institutional memory in several Community Development Divisions.
- F-11.** The City of Ventura's Community Development Department is unable to generate meaningful reports using EnerGov software.

- F-12.** The City of Ventura has not implemented several of the 2019 Matrix Consulting Group Report recommendations as highlighted in the Discussion Section of this report.
- F-13.** Lengthy delays in project approvals and increased costs are causing dissatisfaction among the development community and discouraging development activities.
- F-14.** Since 2020, assessed property values adjusted for inflation have not increased. This indicates that city services may be maintained but could be expanded by streamlining the approval process.
- F-15.** The lack of training on the EnerGov software system is causing inefficiency and workplace stress for entire divisions of the Community Development Department.
- F-16.** The staffs of the Community Development Department and the Information Technology Department are attempting to fix implementation and configuration deficiencies in using EnerGov software, causing increased workloads.
- F-17.** Utilizing the Historic Preservation Committee and the Design Review Committee in non-decision-making roles has delayed project approvals.

RECOMMENDATIONS

Oxnard

- R-01.** The Grand Jury recommends that the City of Oxnard identify specific steps that will be taken to reduce turnaround times to comply with California's Permit Streamlining and ADU Acts and include expected completion dates for those steps by January 1, 2025. (F-01, F-02, F-03)
- R-02.** The Grand Jury recommends that the City of Oxnard identify and recruit potential hires having EnerGov experience in the Planning and Building Divisions of the Community Development Department by January 1, 2025. (F-04)
- R-03.** The Grand Jury recommends that the City of Oxnard utilize EnerGov personnel, expert consultants and IT personnel of Oxnard to properly configure meaningful reports regarding compliance, workload and timeliness EnerGov reports for the Community Development Department by June 30, 2025. (F-05)

Ventura

- R-04.** The Grand Jury recommends that the City of Ventura identify specific steps that will be taken to reduce turnaround times to comply with

California's Permit Streamlining Act and include expected completion dates for those steps by January 1, 2025. (F-06, F-14)

- R-05.** The Grand Jury recommends that the City of Ventura work with the California Department of Housing and Community Development to correct errors in annual progress reports by January 1, 2025. (F-07)
- R-06.** The Grand Jury recommends that the City of Ventura identify and recruit potential hires having EnerGov experience in the Planning and Building Divisions of the Community Development Department by January 1, 2025. (F-09, F-10)
- R-07.** The Grand Jury recommends that the City of Ventura create a standardized training protocol for new hires and existing employees for the EnerGov software system, including ongoing periodic training, by January 1, 2025. (F-08, F-15)
- R-08.** The Grand Jury recommends that the City of Ventura properly configure and put into practice all originally purchased EnerGov modules by January 1, 2025. (F-15, F-16)
- R-09.** The Grand Jury recommends that the City of Ventura, in conjunction with the IT department and expert consultants, implement and properly configure meaningful reports regarding compliance, workload and timeliness within the EnerGov software system by January 1, 2025. (F-11, F-12, F-16)
- R-10.** The Grand Jury recommends that the City of Ventura implement recommendations #1, 13, 17, 20, 31, 32, 33, 34, 41 and 42, from the Matrix Consulting Group Report by January 1, 2025. (F-12)
- R-11.** The Grand Jury recommends that the City Council re-examine the roles of the HPC and DRC, taking into consideration the goals outlined in the Matrix Consulting Group Report to streamline the entitlement approval process by January 1, 2025. (F-13, F-17)

RESPONSES REQUIRED FROM:

Responses required from: Oxnard City Council within 60 Days: for the findings listed: [F-01, F-02, F-03, F-04, F-05, R-01, R-02, R-03]

Responses required from: City of Oxnard Community Development Director within 90 Days: for the findings listed: [F-01, F-02, F-03, F-04, F-05, R-01, R-02, R-03]

Responses required from: Ventura City Council within 60 Days: for the findings listed: [F-06, F-07, F-08, F-09, F-10, F-11, F-12, F-13, F-14, F-15, F-16, F-17, R-04, R-05, R-06, R-07, R-08, R-09, R-10, R-11]

Responses required from: City of Ventura, Community Development Director within 90 Days: for the findings listed: [F-06, F-07, F-08, F-09, F-10, F-11, F-12, F-13, F-14, F-15, F-16, F-17, R-04, R-05, R-06, R-07, R-08, R-09, R-10, R-11]

REFERENCES

- Ref-01.** Interviews. (City of Oxnard Officials, City of Ventura Officials, Complainants, Consultant)
- Ref-02.** California Legislative Information. (2023, January 1). *Government Code – Gov 65302*.
https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=1.&title=7.&part=&chapter=3.&article=5.
- Ref-03.** City of Oxnard. (2024). *Planning & Environmental Services, Planning Frequently Asked Questions, What is the Planning Permit review process?* Retrieved May 15, 2024, from <https://www.oxnard.gov/community-development/planning-environmental-services>
- Ref-04.** City of Oxnard. (2024). *Building & Engineering, Frequently Asked Questions, How does the building permit process work?* Retrieved May 15, 2024, from <https://www.oxnard.gov/community-development/building-engineering>
- Ref-05.** City of Ventura. (2018, July). *Request for Appeals Board Hearing*. Retrieved April 4, 2024 from <https://www.cityofventura.ca.gov/DocumentCenter/View/13449/Request-for-Appeals-Board-Hearing-FILLABLE-PDF.pdf>
- Ref-06.** City of Ventura. (2023, July 10). *Master Fee Schedule*. Retrieved April 4, 2024, from <https://www.cityofventura.ca.gov/DocumentCenter/View/36360/Fee-Schedule-for-FY-2024---Adopted-May-8-2023%20Accessed%20on%20April%204,%202024>
- Ref-07.** California Legislative Information. (2022, January 1). *Government Code – Gov 65943*.
<https://leginfo.legislature.ca.gov/faces/codeBillCrossRef.xhtml?sectionNum=65943.&nodeTreePath=11.1.15.3&lawCode=GOV>
- Ref-08.** California Department of Housing and Community Development. (2024). *Processing and Permitting Procedures*. Retrieved April 4, 2024, from <https://www.hcd.ca.gov/planning-and-community-development/housing-elements/building-blocks/processing-and-permitting-procedures>
- Ref-09.** California Legislative Information. (2022, January 1). *Government Code – Gov 65905.5*.
https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=65905.5.&lawCode=GOV
- Ref-10.** California Legislative Information. (2022, September 28). *AB-2234 Planning and zoning: housing: postentitlement phase permits*.

https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=202120220AB2234

Ref-11. California Legislative Information. (2011, January 1). *Government Code – Gov 65920*.

https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=65920.&lawCode=GOV

Ref-12. City of Ventura. (2021, November 3). *Planning Commission Staff Report*. Retrieved April 4, 2024, from

<https://www.cityofventura.ca.gov/DocumentCenter/View/29615/PROJ-15322--Streamlining-PC-SR>

Ref-13. California Legislative Information. (2022, January 1). *Government Code – Gov 65905.5*.

https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=65905.5.&lawCode=GOV

Ref-14. California Legislative Information. (2019, October 9). *SB-330 Housing Crisis Act of 2019*.

https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201920200SB330

Ref-15. California Legislative Information. (2019, October 9). *AB-2221 Accessory dwelling units*.

https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=202120220AB2221

Ref-16. City of Ventura. (n.d.). *Accessory Dwelling Unit (ADU)*. Retrieved April 4, 2024, from <https://www.cityofventura.ca.gov/2137/Accessory-Dwelling-Unit-ADU>

Ref-17. City of Ventura. (2023, August 23). *Planning Commission Agenda, PROJ-23-0387 – Citywide Accessory Dwelling Unit Regulations*. Retrieved April 4, 2024, from

<https://www.cityofventura.ca.gov/AgendaCenter/ViewFile/Agenda/08232023-3030>

Ref-18. City of Ventura Municipal Code. (2023, August 23). *Chapter 24.430 Accessory Dwelling Unit Regulations*. Retrieved April 4, 2024, from

<https://sanbuenaventura.municipal.codes/SBMC/24.430>

Ref-19. California Department of Housing and Community Development. (2024). *Housing Elements*. Retrieved April 5, 2024, from

<https://www.hcd.ca.gov/planning-and-community-development/housing-elements>

- Ref-20.** Casetext. (2024) *Chapter 3 - Guidelines for Implementation of the California Environmental Quality Act*. Retrieved April 4, 2024, from <https://casetext.com/regulation/california-code-of-regulations/title-14-natural-resources/division-6-resources-agency/chapter-3-guidelines-for-implementation-of-the-california-environmental-quality-act>
- Ref-21.** Office of Governor-State of California. (2023, March 9). *California Sues Huntington Beach for Violating State Housing Laws*. Retrieved April 4, 2024, from <https://www.gov.ca.gov/2023/03/09/california-sues-huntington-beach-for-violating-state-housing-laws/>
- Ref-22.** Kitt, M. (2023, April 2). *Lawsuits Erupt Statewide as Coronado Works to Zone for its Mandated 912 Housing Units*. Coronado Times. Retrieved April 4, 2024, from <https://coronadotimes.com/news/2023/04/29/lawsuits-erupt-statewide-as-coronado-works-to-zone-for-its-mandated-912-housing-units/>
- Ref-23.** Beam, A., & Taxin, A. (2023, March 9). *California housing laws prompt dueling housing lawsuits*. AP News. Retrieved April 4, 2024, from <https://apnews.com/article/california-affordable-housing-huntington-beach-gavin-newsom-bad6b91b84625ecfa7a09e40745b177d>
- Ref-24.** Ventura County Assessor Office. (2023, July 31). *Roll Data*. Retrieved April 4, 2024, from <https://assessor.countyofventura.org/assessor-data/roll-data/>
- Ref-25.** Legislative Analyst's Office. (2012, January 1). *Understanding California's Property Taxes*. Retrieved April 4, 2024, from <https://lao.ca.gov/reports/2012/tax/property-tax-primer-112912.aspx>
- Ref-26.** City of Oxnard. (2021, June 9). *Adopted Budget Fiscal Year 2021-2022*. Retrieved May 17, 2024, from https://www.oxnard.gov/wp-content/uploads/FY21_22_Adopted-budget_book.pdf
- Ref-27.** City of Oxnard. (2022, October 4). *2021-2029 Housing Element*. Retrieved May 17, 2024, from https://www.oxnard.gov/wp-content/uploads/2023/10/Oxnard-Housing-Element_October-2022_Clean_Reduced.pdf
- Ref-28.** Transparent California. (2022). *2012–2022 salaries for Oxnard*. Retrieved April 5, 2024, from <https://transparentcalifornia.com/salaries/oxnard/>
- Ref-29.** Government Compensation in California. (2022). *City Detail Oxnard*. Retrieved April 4, 2024, from <https://publicpay.ca.gov/Reports/Cities/City.aspx?entityid=528&year=2022>
- Ref-30.** City of Oxnard. (2023, September 11). *Oxnard City Manager Alexander Nguyen Appoints Jeff Pengilley as Community Development Director*. Retrieved April 5, 2024, from <https://www.oxnard.org/9-11-23-oxnard-city-manager-alexander-nguyen-appoints-jeff-pengilley-as-community-development-director/>

- Ref-31.** City of Oxnard. (2017, June 1). *Adopted Budget Fiscal Year 2017-2018*. Retrieved May 17, 2024, from <https://www.oxnard.gov/wp-content/uploads/2023/10/Fiscal-Year-2017-2018-Adopted-Budget.pdf>
- Ref-32.** City of Oxnard. (2023, Jun 20). *Adopted Annual Budget FY 2023-2024*. Retrieved May 17, 2024, from <https://www.oxnard.gov/wp-content/uploads/2023/10/Adopted-Budget-Book-FY-23-24-FINAL-10.03.23-900.pdf>
- Ref-33.** City of Oxnard Employment. (2024). *Job Opportunities, Community Development*. Retrieved April 5, 2024, from [https://www.governmentjobs.com/careers/cityofoxnard?department\[0\]=Community%20Development&sort=PositionTitle%7CAscending](https://www.governmentjobs.com/careers/cityofoxnard?department[0]=Community%20Development&sort=PositionTitle%7CAscending)
- Ref-34.** California Department of Housing and Community Development. (2023). *Annual Progress Reports – Data Dashboard and Downloads*. Retrieved April 5, 2024, from <https://www.hcd.ca.gov/planning-and-community-development/housing-open-data-tools/housing-element-implementation-and-apr-dashboard>
- Ref-35.** City of Oxnard. (2024). *Building Permit Application Status*. Retrieved May 17, 2024, from <https://www.oxnard.gov/community-development/building-engineering/building-permit-application-status>
- Ref-36.** Tyler Technologies. (2024). *Enterprise Community Development Software powered by EnerGov*. Retrieved May 17, 2024, from <https://www.tylertech.com/products/enterprise-permitting-licensing/enterprise-community-development>
- Ref-37.** City of Oxnard. (2024). *Citizen Advisory Groups (CAGs), Boards and Committee*. Retrieved May 17, 2024, from <https://www.oxnard.gov/city-clerks-office/citizen-advisory-groups>
- Ref-38.** County of Ventura Auditor Controller. (2023, July 26). *District Recap Valuations*. Retrieved April 15, 2024, from <https://www.ventura.org/auditor-controllers-office/district-recap-valuations/>
- Ref-39.** Matrix Consulting Group. (2019, November 8). *Report on the Evaluation of the Development Review Process Ventura California*. Retrieved April 6, 2024, from [https://www.cityofventura.ca.gov/DocumentCenter/View/19228/Matrix-Report?bidId=\)](https://www.cityofventura.ca.gov/DocumentCenter/View/19228/Matrix-Report?bidId=))
- Ref-40.** City of Ventura. (2019, November 18). *City Council Agenda*. Retrieved April 6, 2024, from <https://www.cityofventura.ca.gov/AgendaCenter/ViewFile/Agenda/11182019-2041>

- Ref-41.** City of Ventura. (2021, November 28). *Community Development Staff Report, Agenda Item 12B, Development Review Streamlining Package – Consideration of an Ordinance*. Retrieved April 6, 2024, from <https://www.cityofventura.ca.gov/DocumentCenter/View/30086/12B>
- Ref-42.** City of Ventura. (2021, April 21). *Community Development Staff Report, Agenda Item 12B, Consideration of an Extension to the Emergency Streamlining Ordinance*. Retrieved April 6, 2024, from <https://www.cityofventura.ca.gov/DocumentCenter/View/26872/12B>
- Ref-43.** City of Ventura. (2020, May 18). *City Council Agenda, Item 12B, Emergency Economic Development Policy Recommendations*. Retrieved April 6, 2024, from <https://www.cityofventura.ca.gov/AgendaCenter/ViewFile/Agenda/05182020-2173>
- Ref-44.** City of Ventura. (2023, April). *Housing Element 2021-2029*. Retrieved April 6, 2024, from <https://www.cityofventura.ca.gov/DocumentCenter/View/38175/2021-2029-6th-Cycle-Housing-Element>
- Ref-45.** City of Ventura. (2023, August 8). *News Release, City of Ventura names William "Bill" Ayub as the new City Manager*. Retrieved April 6, 2024, from <https://www.cityofventura.ca.gov/ArchiveCenter/ViewFile/Item/3360>
- Ref-46.** Transparent California. (2022). *2012–2022 salaries for Ventura*. Retrieved April 5, 2024, from <https://transparentcalifornia.com/salaries/ventura/>
- Ref-47.** Government Compensation in California. (2022). *City Detail San Buenaventura*. Retrieved April 4, 2024, from <https://publicpay.ca.gov/Reports/Cities/City.aspx?entityid=530&year=2022>
- Ref-48.** City of Ventura. (2024, February 15). *News Release, City of Ventura names Rachel Dimond as new Community Development Director*. Retrieved April 6, 2024, from <https://www.cityofventura.ca.gov/ArchiveCenter/ViewFile/Item/3498>
- Ref-49.** City of Ventura. (2017, June 12). *FY 2017-2018 Adopted Budget*. Retrieved April 6, 2024, from <https://www.cityofventura.ca.gov/DocumentCenter/View/9529/FY-2017-18-Adopted-Budget>
- Ref-50.** City of Ventura. (2023, June 12). *Adopted Budget FY 2024*. Retrieved April 6, 2024, from <https://www.cityofventura.ca.gov/DocumentCenter/View/38246/FY-2024-Adopted-Budget-PDF>

- Ref-51.** City of Ventura. (2024). *Job Opportunities, Community Development Department*. Retrieved April 6, 2024, from [https://www.governmentjobs.com/careers/cityofventura?department\[0\]=Community%20Development%20Department&sort=PositionTitle%7CAscending](https://www.governmentjobs.com/careers/cityofventura?department[0]=Community%20Development%20Department&sort=PositionTitle%7CAscending)
- Ref-52.** Ventura OPS. (n.d.). *Online Permit Services*. Retrieved April 6, 2024, from https://land.cityofventura.ca.gov/EnerGov_Prod/SelfService#/home
- Ref-53.** City of Ventura. (2024, April 1). *News Release, Ventura introduces enhanced permit counter & services*. Retrieved April 6, 2024, from <https://www.cityofventura.ca.gov/ArchiveCenter/ViewFile/Item/3513>
- Ref-54.** City of Ventura. (n.d.). *Development Review Process*. Retrieved April 6, 2024, from <https://www.cityofventura.ca.gov/432/Planning>
- Ref-55.** State of California's Governor's Office of Planning and Research. (n.d.). *CEQA 101*. Retrieved April 6, 2024, from https://opr.ca.gov/ceqa/docs/20210809-CEQA_101.pdf
- Ref-56.** City of Ventura. (2022, June 22). *Community Development Staff Report. Agenda Item 13A, Development Review Streamlining Package – Consideration of an Ordinance*. Retrieved April 6, 2024, from <https://www.cityofventura.ca.gov/DocumentCenter/View/32094/13A>
- Ref-57.** California Legislative Information. (1985). *Government Code - Gov 50280*. https://leginfo.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=1.&title=5.&part=1.&chapter=1.&article=12
- Ref-58.** Rivers, K. (2021, December 1). *VENTURA TRIES TO STREAMLINE PERMITTING - Public wants current process maintained*. VC Reporter. Retrieved April 6, 2024, from https://www.vcreporter.com/news/ventura-tries-to-streamline-permitting-public-wants-current-process-maintained/article_843d5cb7-06b4-50ad-b98e-ae20e4fd6a0.html
- Ref-59.** City of Ventura. (2023 April). *2021-2029 Housing Element Technical Background Report*. Retrieved April 15, 2024, from <https://www.cityofventura.ca.gov/DocumentCenter/View/38176/2021-2029-Technical-Background-Report>
- Ref-60.** US Bureau of Labor Statistics. (2024, April). *12-month percentage change, Consumer Price Index, selected categories*. Retrieved April 6, 2024, from <https://www.bls.gov/charts/consumer-price-index/consumer-price-index-by-category-line-chart.htm>
- Ref-61.** Twu, A. (2022 March 28). *2022 California Housing Legislation Highlights*. Medium. Retrieved April 6, 2024, from <https://alfredtwu.medium.com/2022-california-housing-legislation-highlights-7ae3515cc723>

ATTACHMENTS

- Att-01.** Based on Interviews and Data Provided by City of Ventura.
- Att-02.** Entitlement Process (Development Projects), City of Ventura.
- Att-03.** 2019 and 2023: Population vs. Number of Planning Staff.
- Att-04.** Percent Change in Real Assessed Property Value since 2018.
- Att-05.** Housing Development Timeline. Jurisdiction: Oxnard. Structure type: Five or more units per structure. Submitted to entitled.
- Att-06.** Housing Development Timeline. Jurisdiction: Oxnard. Structure type: Accessory Dwelling Unit. Average days from entitled to permitted.
- Att-07.** Construction Structure Type. Jurisdiction: Oxnard. Structure types: Five or more units per structure and accessory dwelling unit.
- Att-08.** Construction Structure Type. Jurisdiction: Ventura. Structure types: Five or more units per structure, accessory dwelling unit and mobile home unit.

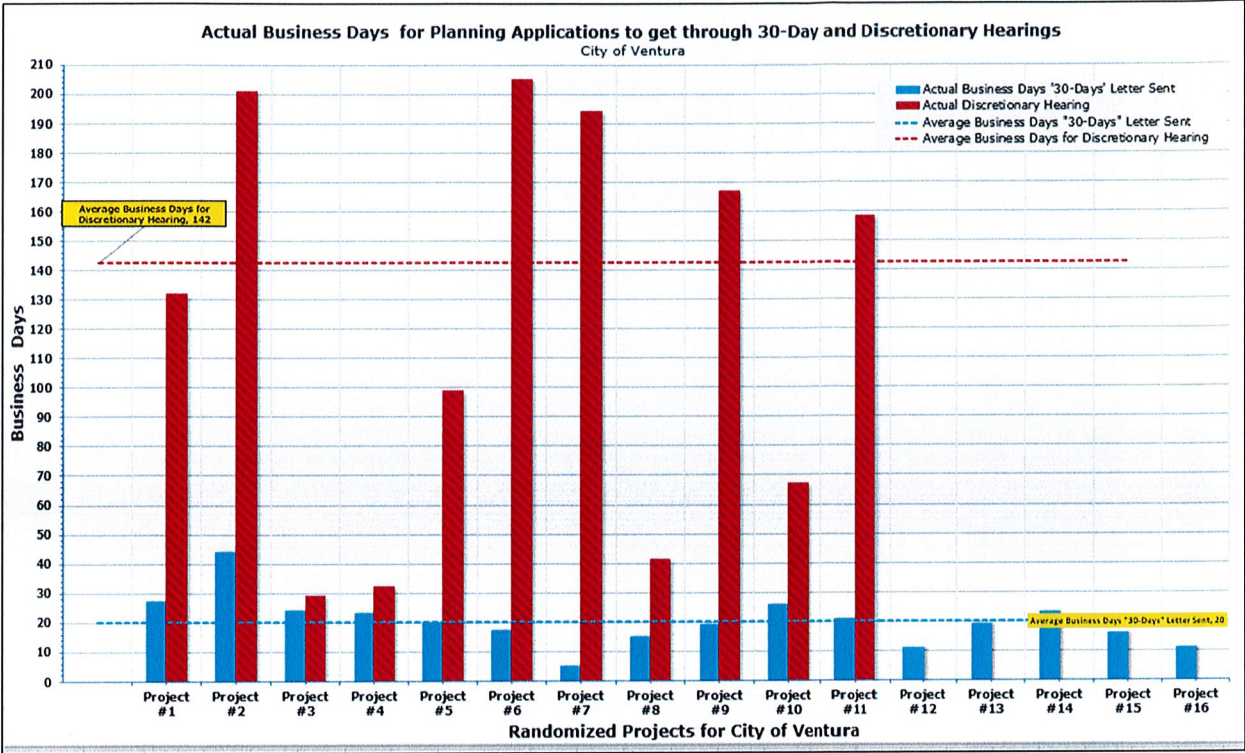
APPENDICES

- App-01.** Table 01. Decision Making Matrix
- App-02.** Table 02. Unequalized Ventura County Assessment Roll (in billions)
- App-03.** Table 03. 2019 Comparison of Development Review Processes
- App-04.** Table 04. 2023 Comparison of Development Review Processes

GLOSSARY

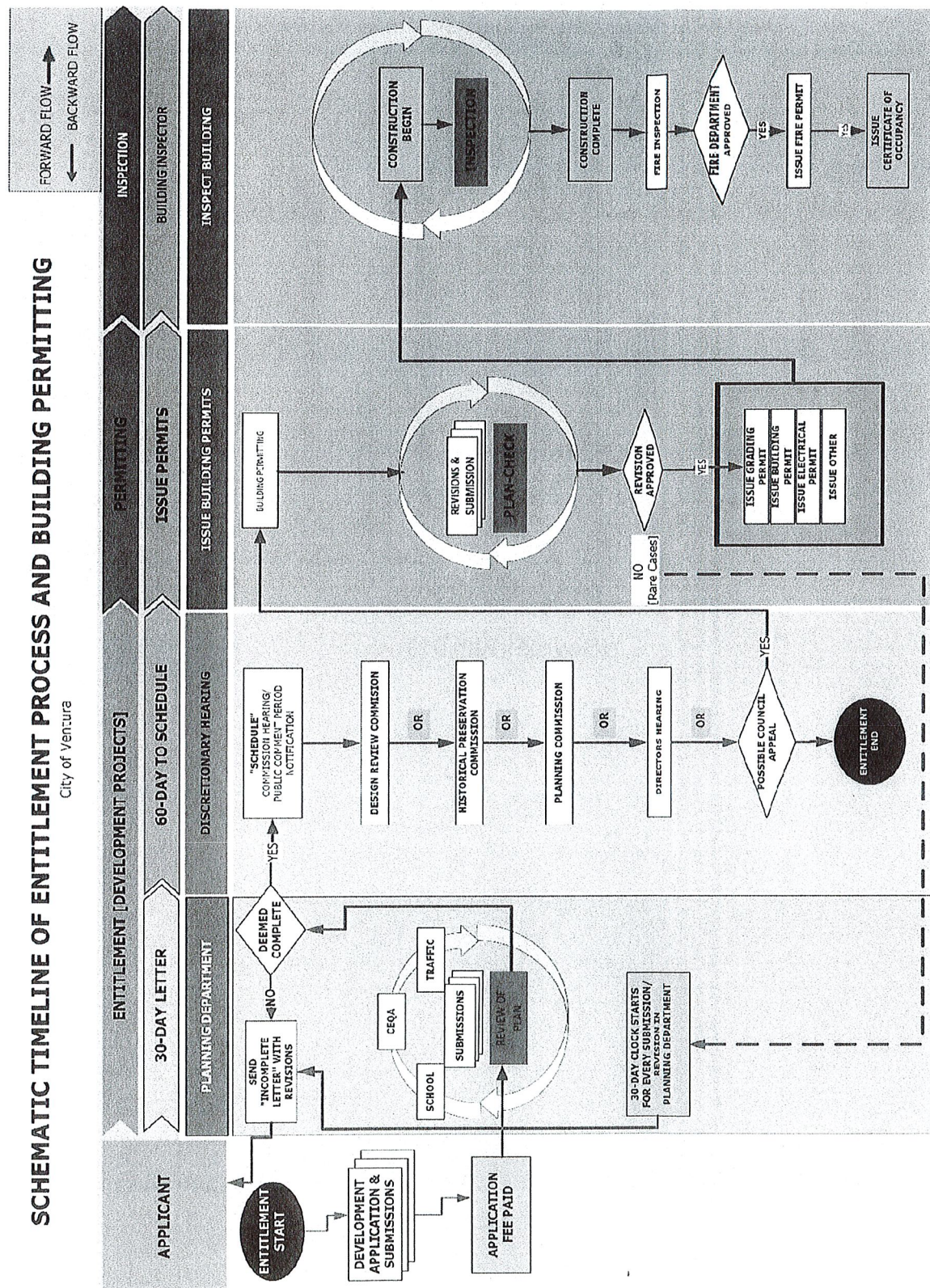
<u>TERM</u>	<u>DEFINITION</u>
CDD	Community Development Department
CEQA	California Environmental Quality Act
DAC	Development Advisory Committee
DRC	Design Review Committee, City of Ventura
DDRC	Downtown Design Review Committee, City of Oxnard
Development Entitlement	This is a broad term encompassing various approvals and authorizations required for a development project. It could include land use entitlements, as well as environmental permits, building permits and infrastructure approvals. An "Entitlement" in this context would represent any official permission necessary for a specific development stage.
Development Project	'Development project' means any project, whether mixed use or not, which involves the following: The construction, demolition, or change of use of buildings or structures, the division of real property, including the creation of lots or the reconfiguring of lot lines, the creation of a mining pit, excavation, or landfill, the placing or removal of fill material or vegetation.
EnerGov	Permitting and Licensing software for government agencies from Tyler Technologies, recently renamed Enterprise Permitting & Licensing
HPC	Historic Preservation Committee

Attachment-01



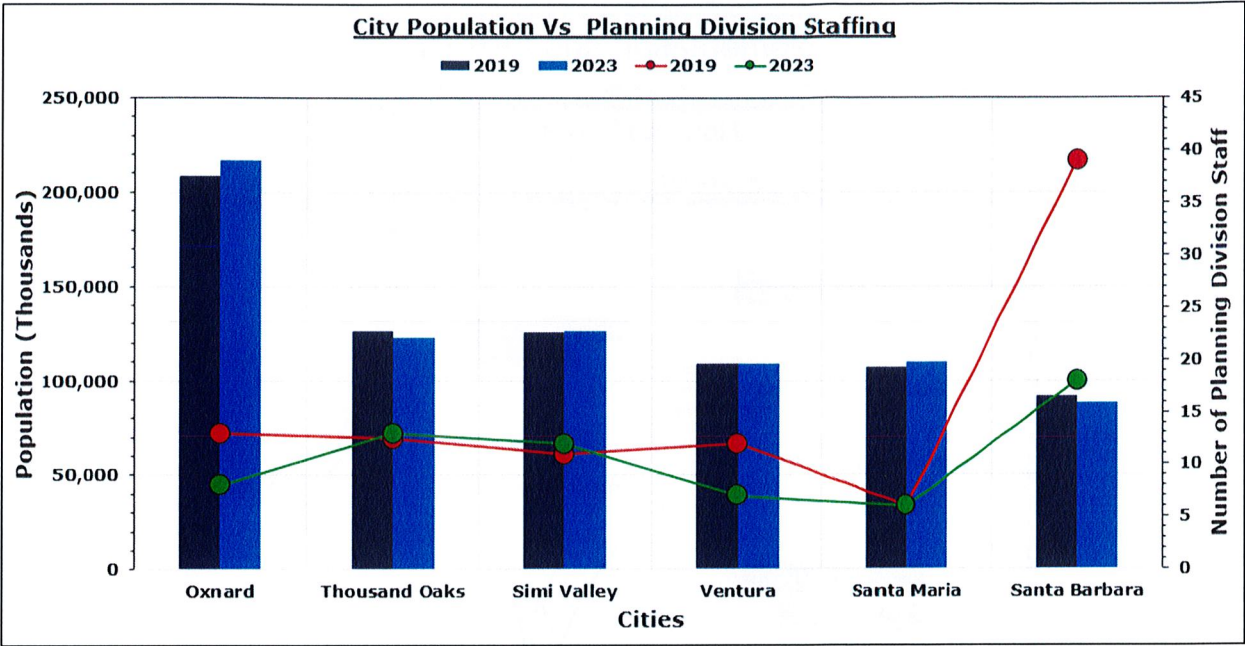
(Source: Ref-01)

Attachment-02



(Source: Ref-01)

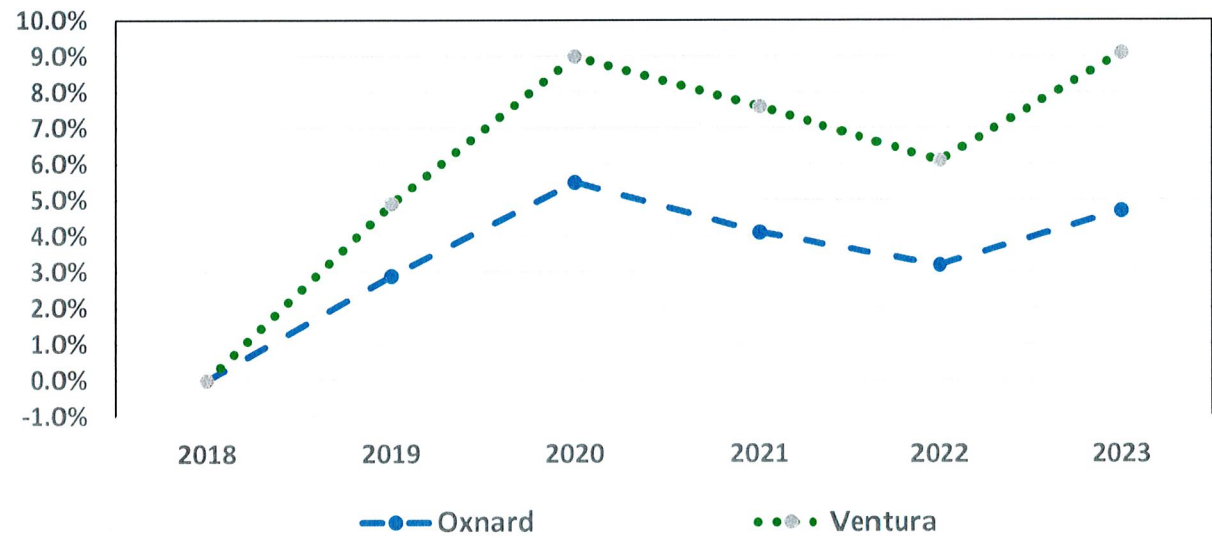
Attachment-03



(Source: Ref-01)

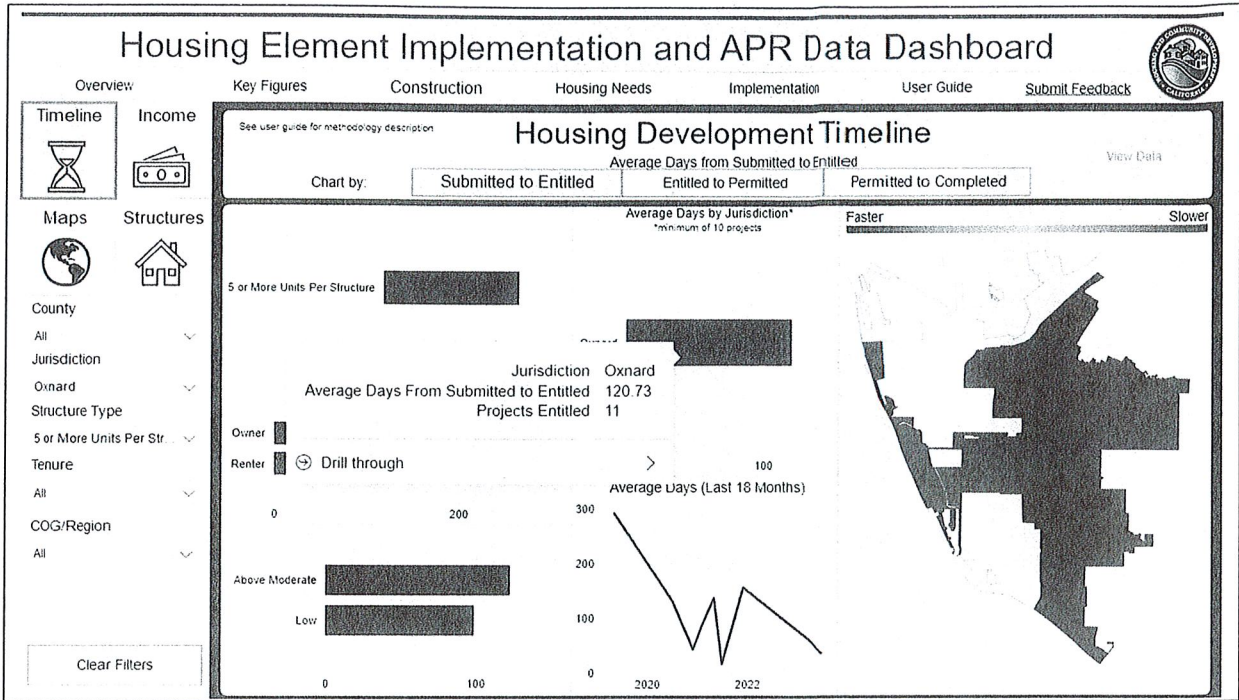
Attachment-04

Percent Change in Real Assessed Property Values Since 2018



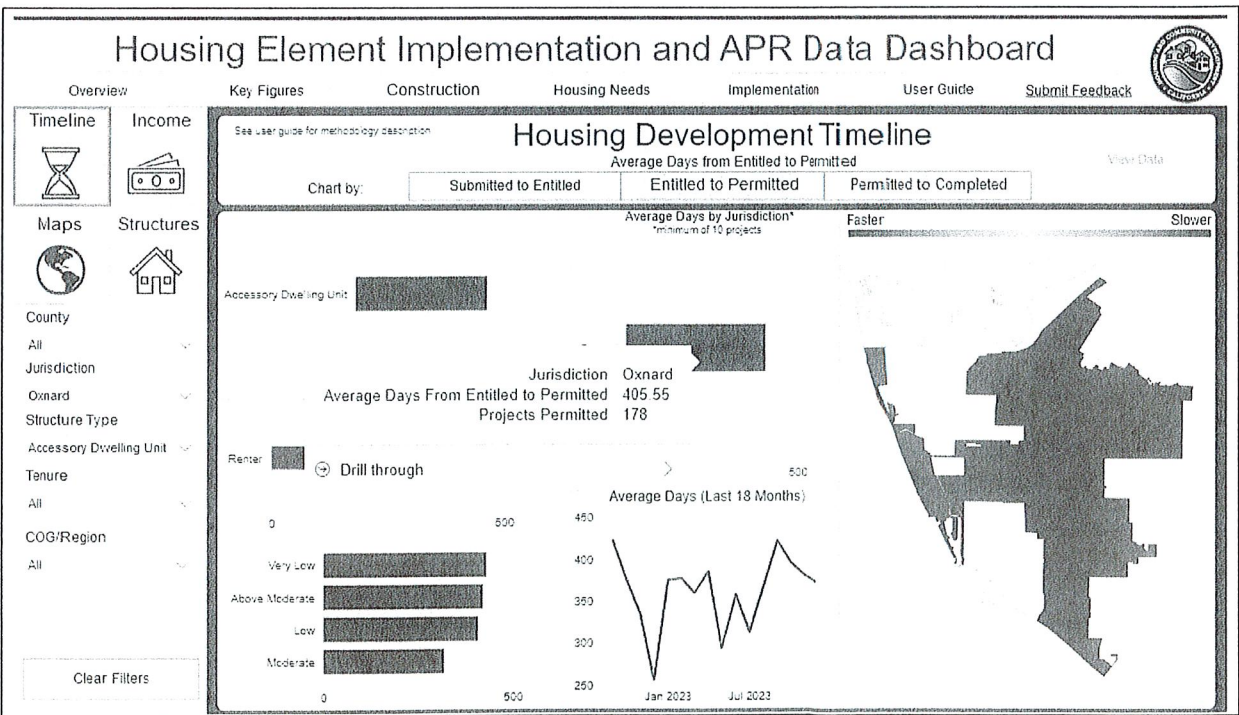
(Source: Ref-24, Ref-60)

Attachment-05



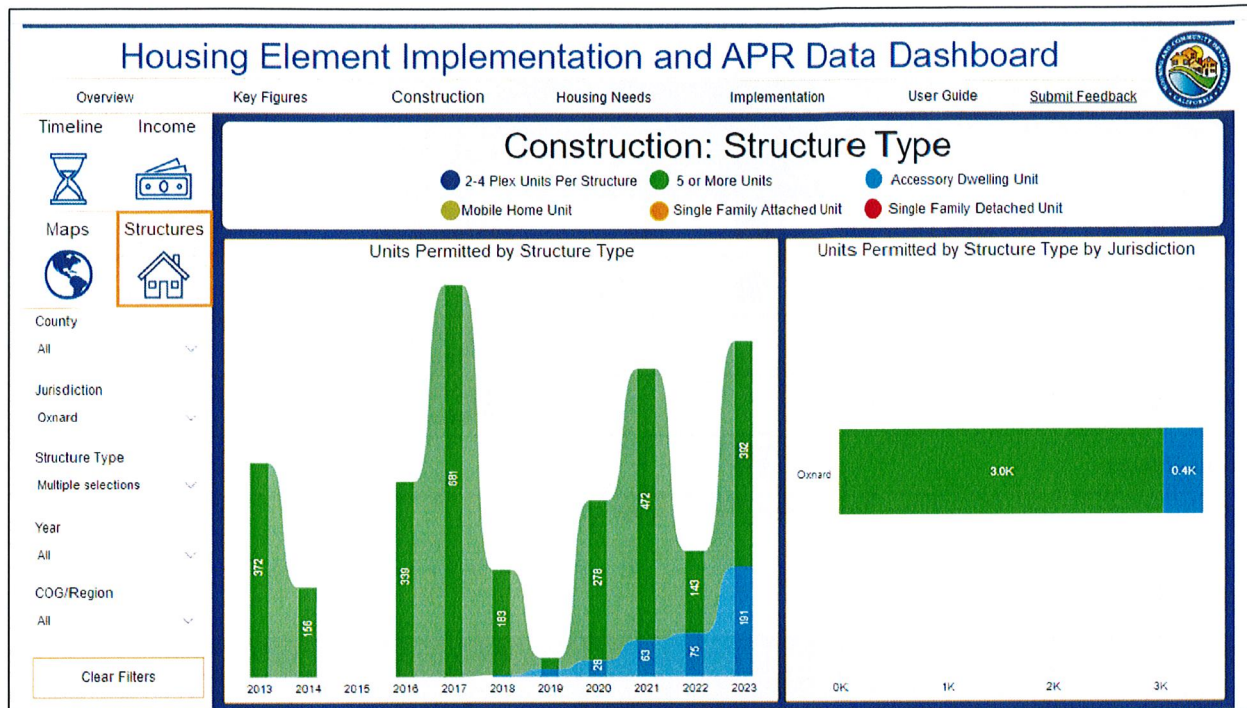
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Attachment-06



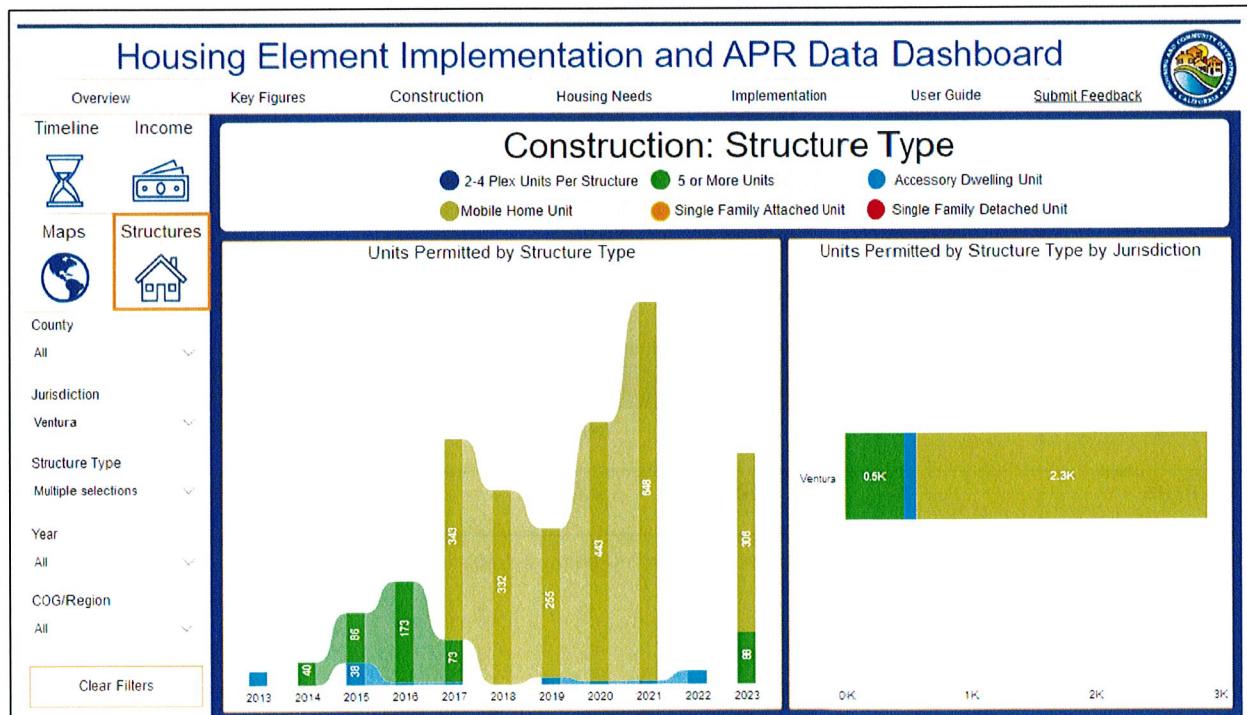
(Source: Ref-34)

Attachment-07



(Source: Ref-34)

Attachment-08



(Source: Ref-34)

APPENDICES

App-01.

Decision-making Matrix Example					
Application Type	Staff	Historic	Design Review	Planning Commission	Elected Body
Single Family(New Construction)	■		■ (Design Approval)		
Tenant Improvement	■	■ (Rec)			
Commercial Renovation(Exterior)			■ (Design Approval)		Appeal
Multi-family (New Construction)			■ (Design Approval)		Appeal
Sign (New)	■			■ (Rec)	

Table 01. Decision Making Matrix (From Matrix report (Ref-39), page 10)

App-02.

Cities	2018	2019	2020	2021	2022	2023
Oxnard	20.256	21.199	22.020	22.883	24.551	25.851
Ventura	16.074	17.149	18.053	18.766	20.039	21.370
Inflation Adjustment						
August	2.7%	1.7%	1.3%	5.3%	8.3%	3.7%
2023 dollars	1.2184	1.1980	1.1826	1.1231	1.0370	1
Assessed Property Values in 2023 Dollars						
Oxnard	24.680	25.396	26.041	25.700	25.459	25.851
Ventura	19.585	20.545	21.349	21.076	20.780	21.370
Real Percent change since 2018						
Oxnard	0	2.9%	5.5%	4.1%	3.2%	4.7%
Ventura	0	4.9%	9.0%	7.6%	6.1%	9.1%

Table 02. Unequalized Ventura County Assessment Roll (in billions) (Ref-24, Ref-60)

App-03.

City	Population (Thousand)	Budget (Million)	Planning Division	Planners per 1000	Design Review	Historical Preservation	Final Actions at design/ historical boards?
Oxnard	209	\$427	13	0.06	Staff/DD RC [1]/ [2]	County CHB [3]	No
Thousand Oaks	127	\$214	13	0.09	Staff [1]	PC	NA
Simi Valley	126	\$196	11	0.09	Staff [1]	PC	NA
Ventura	109	\$301	12	0.11	DRC	HPC	Partial [4]
Santa Maria	107	\$222	6	0.06	Staff [1]	PC	NA
Santa Barbara	91	\$109	39	0.43	ABR [5], SFDB[6], SC[7]	HLC [8]	Partial [4]

Table 03. 2019 Comparison of Development Review Processes (Ref-39)

App-04.

City	Population (Thousand)	Budget (Million)	Planning Division	Planners per 1000	Design Review	Historical Preservation	Final Actions at design/ historical boards?
Oxnard	217	\$606	8	0.04	Staff/DD RC [1]/ [2]	County CHB [3]	No
Thousand Oaks	123	\$270	13	0.11	Staff [1]	PC	NA
Simi Valley	126	\$253	12	0.09	Staff [1]	PC	NA
Ventura	109	\$428	7	0.06	DRC	HPC	Partial [4]
Santa Maria	110	\$258	6	0.05	Staff [1]	PC	NA
Santa Barbara	88	\$201	18	0	ABR[5], SFDB[6], SC[7]	HLC [8]	Partial [4]

Table 04. 2023 Comparison of Development Review Processes (Ref-39)

Legend	
1	Staff in these cities perform Design Review, not a Design Board
2	Downtown Design Review Committee (Oxnard) reviews downtown projects

3	Oxnard uses the Ventura County Cultural Heritage Board
4	Boards have a mix of final authority and recommendations. Major projects receive piecemeal decision making
5	Architectural Board of Review (Santa Barbara)
6	Single Family Design Board (Santa Barbara)
7	Sign Committee (Santa Barbara)
8	Historic Landmarks Commission (Santa Barbara)



Response to 2023-2024 Ventura County Grand Jury Report Form (Please See California Penal Code Section 933.05)

Report Title: ***Building Better Together: Suggestions for Smoother Permitting Processes***

Responding Entity: Director Jeff Pengilley, City of Oxnard

FINDINGS

- I (we) agree with the Findings numbered: See attached Response
- I (we) disagree wholly or partially with the Findings numbered: F-01, F-02, F-03
(Attach a statement specifying any portions of the Findings that are disputed;
include an explanation of the reasons.)

RECOMMENDATIONS

- Recommendations numbered See attached Response have been implemented.
(Attach a summary describing the implemented actions.)
- Recommendations numbered See attached Response have not yet been
implemented but will be implemented in the future.
(Attach a summary indicating the timeframe for implementation.)
- Recommendations numbered See attached Response require further analysis.
(Attach an explanation to include: scope and parameters of the analysis or study
and timeframe for the matter to be prepared for discussion with the agency or
department head. The timeframe shall not exceed six months from the date of
publication of the report.)
- Recommendations numbered See attached Response will not be implemented
because they are not warranted or are not reasonable.
(Attach an explanation.)

Date: 7/3/2024

Signed: 

Title: Community Development Director

Number of pages attached: 3

Response to Grand Jury Report Form

Report Title: Building Better Together, Suggestions for Smoother Permitting Process

Report Date: June 5, 2024

Response by: John Zaragoza
Jeff Pengilley

Title: Mayor
Title: Community Development Director

FINDINGS / CONCLUSIONS

- **Finding F-01.** *The City of Oxnard is not in compliance with California's Permit Streamlining Act with regard to mandated timelines for development projects, taking 171 days, on average, between application and entitlement for housing with more than five units.*

Response: The City of Oxnard **disagrees** with this finding. The Report indicates on page 5 and in Ref.-34 that the data shows an average timeframe of 121 days, not 171. Additionally, the source of data (California Department of Housing and Community Development Annual Progress reports - Data Dashboard and Downloads, Ref.-34) used to determine the 121 day average timeframe from project submission to entitlement for housing projects with 5 or more units should not be used to determine compliance with the Permit Streamlining Act's 30 day timeline for a project determination of completeness as described below.

The 121 day average indicates the total elapsed time from Submittal to Entitlement, as this is the timeframe the City of Oxnard is obligated to report to the California Department of Housing and Community Development (HCD). This data does not account for the Permit Streamlining Act's ("Act") 30 day time clock, as this timeframe occurs before the project is deemed to have been 'submitted'. The City of Oxnard is in compliance with the 30 day completeness determination timeframe mandated by the Act.

However, the City of Oxnard is not fully in compliance with processing timelines mandated by the Act after a project has been deemed 'complete'. The mandated timelines after a project is deemed complete depend upon the CEQA status of the project so the HCD Data Dashboard is not an indicator of compliance with the Act in this regard. For most projects in this category (CEQA exempt or Negative Declaration) the timeframe for project approval mandated by the Act is 60 days, however, by mutual agreement, a 90 day extension is permissible for a total of 150 days. The HCD Data Dashboard does not include these nuances of timeframe mandates, and thus it should not be used to determine compliance with the Permit Streamlining Act's timelines after a project has been deemed complete. Although several of the projects identified are compliant with the Act, the City of Oxnard is committed to achieving full compliance on all projects in the near future.

- **Finding F-02.** *The City of Oxnard is not in compliance with the California State ADU Act with regard to the mandated 60 days from application (entitlement) to permitting, taking 406 days on average.*

Response: The City of Oxnard **disagrees** with the Finding that the City takes 406 days on average to process an ADU application. The source of data (California Department of Housing

and Community Development Annual Progress reports - Data Dashboard and Downloads, Ref.-34) used to determine the 406 day average timeframe from project submission to permitting for Accessory Dwelling Unit (ADU) projects should not be used to determine compliance with State Laws governing ADU timeframes.

The 406 day average indicates the *total* elapsed time from Submittal to Permitting, as this is the timeframe the City of Oxnard is obligated to report to the California Department of Housing and Community Development (HCD). This data does not account for the project being returned back to the applicant as 'Incomplete', thus stopping the 60 day time clock that is required by State Law. The 60 day clock stops when the project is returned for the applicant to correct incompleteness or code deficiencies - this process can add many months to the process with each code cycle (in some cases a year or more) which is not counted towards the 60 day clock.

The City acknowledges that it is nonetheless currently non-compliant with the 60 day time frame requirement, averaging 82 days in calendar year 2024 (January - May). We are continuing to improve and our goal is to be fully compliant with the 60 day timeframe this calendar year.

- **Finding F-03.** *Since 2020, assessed property values adjusted for inflation in the City of Oxnard have not increased. This indicates that city services may be maintained but could be expanded by streamlining the approval process.*

Response: The City of Oxnard **disagrees** with this Finding. There are a number of funding sources for the City's General Fund, with property tax revenues only one component of such funding.

- **Finding F-04.** *Inadequate staffing, leadership turnover and increased workloads have led to lengthy delays in project approvals for the City of Oxnard.*

Response: Staffing turnover, competition for replacement staff and increased workloads have been factors in some of the delays in project approvals by the City of Oxnard.

- **Finding F-05.** *Out-dated computer systems have led to lengthy delays in project approvals for the City of Oxnard.*

Response: The City's outdated computer systems and software were a factor in some of the delays in project approvals; however, the City has made and is making substantial financial investments to upgrade its computer systems and software.

- **Recommendation R-01.** *The Grand Jury recommends that the City of Oxnard identify specific steps that will be taken to reduce turnaround times to comply with California's Permit Streamlining and ADU Acts and include expected completion dates for those steps by January 1, 2025. (F-01, F-02, F-03)*

Response: Although the City of Oxnard disagrees with Findings F-01 and F-02, and F-03, the City is committed to continue its ongoing efforts already underway to improve processing timelines. In addition to filling vacant positions and the continued use of consultants to improve the overall throughput timelines of projects submitted for entitlements and permitting, the most significant improvement to overall permit processing efficiency, project tracking, and reporting is the current implementation of Tyler Energov (EPL) software throughout the entire Community Development Department. This effort began in 2023 and is currently 30-40% through the implementation phase. The anticipated 'go-live' date is currently set for Spring of 2025. By utilizing modern, GIS and web enabled software, customers will be able to digitally submit

projects, and staff will be able to automate fee calculation and other back end processes that are currently highly inefficient. Additionally, highly functional reporting tools will be built into the software implementation so that managers and supervisors will be able to readily identify positive and negative trends amongst a variety of performance metrics, including the ability to more efficiently monitor processing timeline compliance with State Laws.

- **Recommendation R-02.** *The Grand Jury recommends that the City of Oxnard identify and recruit potential hires having EnerGov experience in the Planning and Building Divisions of the Community Development Department by January 1, 2025. (F-04)*

Response: The City of Oxnard was partially implementing the substance of this recommendation before the issuance of the Grand Jury Report, in that we are actively recruiting to fill vacant positions within the Planning and Building Divisions with highly qualified candidates. The Building Division recently added a new Senior Engineer/Deputy Building Official position (filled December 2023), and there are currently no vacancies in the Building plan check work group. In our ongoing recruitment efforts for the Planning Division, we would prefer to hire someone that has EnerGov or similar software experience, however we are not limiting our applicant pool to those having this specific type of experience. It is far more desirable to recruit a candidate with the needed job skills as a primary requirement, without filtering out those candidates who are qualified but lack specific EnerGov experience. We can readily train a new employee to use EnerGov, the first and most pressing priority is to first find and hire qualified candidates, and if they have EnerGov experience that will be a bonus to our Department.

- **Recommendation R-03.** *The Grand Jury recommends that the City of Oxnard utilize EnerGov personnel, expert consultants and IT personnel of Oxnard to properly configure meaningful reports regarding compliance, workload and timeliness EnerGov reports for the Community Development Department by June 30, 2025. (F-05)*

Response: The City of Oxnard was implementing the substance of the Grand Jury's recommendation prior to the issuance of the Grand Jury Report. We are approximately 30-40% through the implementation process utilizing Tyler Technologies, a third party implementation partner, Kreative Core, and City IT staff. The configuring of meaningful reports as described in the Recommendation is a key component of this effort.

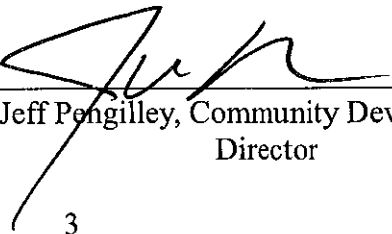
Date: _____

Signed: _____
John Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

Date: 7/5/2024

Signed: 
Jeff Pengilley, Community Development
Director



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.7

DATE: July 30, 2024
TO: City Council
FROM: Stephen Fischer, City Attorney, (805) 385-7483, stephen.fischer@oxnard.org
SUBJECT: Adoption of an Ordinance Establishing a Tobacco Retailer Cap.

RECOMMENDATION

That the City Council adopt an ordinance titled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING SECTION 11-377 OF THE OXNARD CITY CODE BY ESTABLISHING A CAP ON THE NUMBER OF TOBACCO RETAILER PERMITS THAT MAY BE ISSUED BY THE CITY WITH CERTAIN EXCEPTIONS.

(Community Services, Public Safety, Housing & Development Committee approved 3-0 on May 19, 2024.)

BACKGROUND

There are 154 Tobacco Retailer permits issued in the City (population of 202,063.) Within Ventura County, in comparison to the existing 154 Tobacco Retailers in the City, Ventura has 113 Tobacco Retailers, Thousand Oaks has 66 Tobacco Retailers and Simi Valley has 99 Tobacco Retailers.

On May 19, 2024, staff received direction from the Community Services, Public Safety, Housing & Development Committee on the following three options:

Option 1: Establish a cap on the number of Tobacco Retailer permits issued in the City without exceptions;
Option 2: Establish a cap on the number of Tobacco Retailer permits issued in the City with certain exceptions; or
Option 3: Do not establish a cap on the number of Tobacco Retailer permits issued in the City.

The Committee recommended Option 2, establishing a Tobacco Retailer cap of 100 with certain exceptions.

On July 2, 2024, the Oxnard City Council unanimously voted to introduce and waive further reading of the ordinance establishing a tobacco retail cap with certain exceptions (Option 2). If adopted, the ordinance would amend Section 11-377 of the Oxnard City Code by establishing a cap on the total number of Tobacco Retailer permits (100 permits maximum) that may be issued by the City with certain exceptions. Those exceptions are as follows:

1. The adult child of a Tobacco Retailer permittee is eligible to acquire a Tobacco Retailer permit at the same location as the previously operated Tobacco Retail establishment without impacting the cap.
2. A Tobacco Retailer who must relocate to another location in the city to comply with a government order is eligible to acquire a Tobacco Retailer permit without impacting the cap.
3. A spouse or domestic partner may acquire ownership of the Tobacco Retailer establishment through the death of, or divorce from the permit holder, and be eligible to acquire a Tobacco Retailer permit without impacting the cap.

The ordinance will become effective thirty days after adoption.

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. 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

There is no financial impact.

COMMITTEE OUTCOME

On May 19, 2024, the Community Services, Public Safety, Housing & Development Committee recommended by a 3-0 vote that staff present the City Council with an ordinance establishing a tobacco retailer cap with certain exceptions.

Prepared by: Andrew Gonzalez, Deputy City Attorney, Jason Zaragoza, Deputy City Attorney

ATTACHMENTS

1. Tobacco Retailer Cap Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD
AMENDING SECTION 11-377 OF THE OXNARD CITY CODE BY ESTABLISHING
A CAP ON THE NUMBER OF TOBACCO RETAILER PERMITS THAT MAY BE
ISSUED BY THE CITY WITH CERTAIN EXCEPTIONS

WHEREAS, there are currently 154 Tobacco Retailer permits issued by the City of Oxnard (“City”); and

WHEREAS, within Ventura County, in comparison to the existing 154 Tobacco Retailers in the City, the City of Ventura has 113 Tobacco Retailers, the City of Thousand Oaks has 66 Tobacco Retailers and the City of Simi Valley has 99 Tobacco Retailers; and

WHEREAS, tobacco is the leading cause of preventable death in the United States and kills nearly 8 million people each year globally (World Health Organization 2019); and

WHEREAS, according to the Centers for Disease Control and Prevention (“CDC”), more than 480,000 deaths in the United States each year are attributable to tobacco use, including one-third of all cancer deaths; and

WHEREAS, state law prohibits the sale or furnishing of cigarettes, tobacco products, and smoking paraphernalia to minors, as well as the purchase, receipt, or possession of tobacco products by minors; and

WHEREAS, state law also prohibits public school students from smoking or using tobacco products while on campus, attending school-sponsored activities, or under the supervision or control of school district employees; and

WHEREAS, despite these restrictions, minors continue to obtain cigarettes and other tobacco products at alarming rates -- 13.7% of California youth have smoked an entire cigarette by 8th grade according to a 2022 survey conducted by the California Department of Public Health.

WHEREAS, the City has a substantial interest in promoting compliance with state laws prohibiting sales of cigarettes and tobacco products to minors, in promoting compliance with laws intended to discourage the purchase of tobacco products by minors, and in protecting youth from illegally obtained tobacco; and

WHEREAS, the City Council desires to establish a cap on the number of Tobacco Retailer permits that may be issued by the City with certain exceptions: where a Tobacco Retail establishment is transferred to an adult child of the existing owner, where a Tobacco Retail establishment must relocate due to a government order, or where the

spouse of domestic partner of an existing owner acquires ownership of the establishment through death or divorce.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

Section 1. The City Council finds the foregoing recitals and their findings to be true and correct, and hereby incorporates such recitals and their findings into this Ordinance.

Section 2. Section 11-377 of the Oxnard City Code is hereby amended to read as follows:

“SEC. 11-377 ISSUANCE OF PERMIT AND PERMIT CAP

(A) Upon receipt of a completed application for a tobacco retailer permit and the applicable permit fee, the collector shall issue a permit, after receiving input from appropriate city departments, unless substantial evidence demonstrates that one or more of the following bases for denial exists:

- (1) The information presented in the application is inaccurate or false.
- (2) The application seeks authorization for tobacco retailing at a location for which this article prohibits issuance of tobacco retailer permits.
- (3) The application seeks authorization for tobacco retailing for a proprietor to whom this article prohibits a permit to be issued.
- (4) The application seeks authorization for tobacco retailing that is prohibited pursuant to this article, that is unlawful pursuant to this code, or that is unlawful pursuant to any other law.

(B) The total number of tobacco retailer permits issued by the collector shall not exceed 100.

(C) In the event that the number of active tobacco retailer permits reaches the maximum limit of 100 as specified in subsection (B), no additional tobacco retailer permits shall be issued until such time as the total number of active tobacco retail permits falls below the maximum limit.

(D) Notwithstanding the cap on the total number of tobacco retailer permits as specified in subsections (B) and (C), the following exceptions shall apply:

- (1) Adult Child Exception: The adult child of a tobacco retailer who operated a tobacco retail establishment at a specific location shall be eligible to acquire a tobacco

retailer permit at the same location as the previously operated tobacco retail establishment without impacting the cap on the total number of permits.

(2) Relocation Due to Government Order: A tobacco retailer who is required to relocate to another location within the city due to a government order or regulatory action shall be eligible to acquire a tobacco retailer permit at a new location without impacting the cap on the total number of permits.

(3) Spouse or Domestic Partner Succession: Upon the death of or divorce from the permit holder, a spouse or domestic partner who acquires ownership of the tobacco retailer establishment shall be eligible to acquire a tobacco retailer permit without impacting the cap on the total number of permits.

(E) Any permit issued under the exceptions established in subsections (D) shall be subject to all other applicable provisions of the code governing tobacco retailer permits.”

Section 3. Severability.

If any section, sentence, clause or phrase of this Ordinance is determined to be invalid, illegal or unconstitutional by a decision or order of any court or agency of competent jurisdiction, then such decision or order will not affect the validity and enforceability of the remaining portions of this Ordinance. The City Council declares that it would have passed and adopted the Ordinance, and each section, sentence, clause or phrase thereof, regardless of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

Section 4. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council’s adoption of the ordinance.

Section 5. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen calendar (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. _____ was first read on July 2, 2024, finally adopted on July 30, 2024, to become effective thirty (30) days thereafter.

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AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.8

DATE: July 30, 2024
TO: City Council
FROM: Stephen Fischer, City Attorney, (805) 385-7483, stephen.fischer@oxnard.org
SUBJECT: Adoption of an Omnibus City Code Update.

RECOMMENDATION

That the City Council adopt an ordinance titled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING VARIOUS SECTIONS OF THE OXNARD CITY CODE TO REGULATE ELECTION SIGNS, MODIFY SUBDIVISION MAP ACT SIGNATURE REQUIREMENTS, AMEND SHORT TERM RENTAL NOTICE REQUIREMENTS, AND STRENGTHEN RENT STABILIZATION AND JUST CAUSE EVICTION REGULATIONS.

(This item did not originate in Committee.)

BACKGROUND

On July 16, 2024, the City Council introduced and waived further reading of an ordinance which:

1. Establishes regulations regarding the placement of election signs on public property and in the public right of way, adding these regulations to the nuisance chapter of the OCC, Chapter 7;
2. Specifies that an application for a final map or parcel map processed under the Subdivision Map Act must be signed by the county Clerk and the City Clerk.
3. Removes the requirement that the planning division include directions to view a copy of a nuisance response plan when providing short-term rental permit notice to property owners within a 300-foot radius of an STR applicant's property; and
4. Strengthens the City's Rent Stabilization and Just Cause Eviction regulations by:
 - a. eliminating the existing provision stating that an owner may terminate a tenancy on a no-fault basis if the tenant refuses to execute a tenancy with new terms;
 - b. strengthening OCC 27-3(J) by clarifying that a person is an employee for the purposes of the existing regulations only if that person entered occupancy of the unit in the first place as an employee;
 - c. strengthening OCC 27-4(A) by clarifying that the termination notice must: I. identify the person who is the owner or relative intending to move in and II. state where that person currently resides;
 - d. strengthening OCC 27-21 by harmonizing the OCC with Costa-Hawkins, stating that an owner does not have the right to establish a tenancy's initial rent if the previous tenancy was terminated by notice pursuant to Civil Code Section 1946.1 (no-fault termination); and
 - e. clarifying that the City Manager may promulgate administrative procedures to address ordinance violations.

If adopted, the ordinance would become effective in thirty days.

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: Jason Zaragoza, Deputy City Attorney

ATTACHMENTS

1. Omnibus City Code Update Ordinance

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD
AMENDING VARIOUS SECTIONS OF THE OXNARD CITY CODE TO
REGULATE ELECTION SIGNS, MODIFY SUBDIVISION MAP ACT SIGNATURE
REQUIREMENTS, AMEND SHORT TERM RENTAL NOTICE REQUIREMENTS,
AND STRENGTHEN RENT STABILIZATION AND JUST CAUSE EVICTION
REGULATIONS

WHEREAS, the Oxnard City Code (“OCC”) needs to be reviewed and amended periodically to address changes in state law, correct clerical errors, and establish or strengthen regulations; and

WHEREAS, the proposed sign regulations in this ordinance are intended to minimize the possible adverse effects of signs on public property and in the public right of way; and

WHEREAS, without the proposed sign regulations, signage placed on public property or in the public right of way can endanger the public, distract drivers, create confusion and foster a negative image of the City on the part of the public; and

WHEREAS, the City Council desires to enhance the City’s current sign regulations; and

WHEREAS, the City Council desires to modify the City’s Rent Stabilization and Just Cause Eviction to comply with updates to State law; and

WHEREAS, the City Council desires to expedite the process to approve maps pursuant to the requirements of the Subdivision Map Act, and remove specified notice requirements for short term rental permit applicants.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

Part 1. Article XXVI is hereby added to Chapter 7 of the Oxnard City Code to read as follows:

“ARTICLE XXVI. ELECTION SIGNS

SEC. 7-360 DEFINITIONS

ELECTION SIGN – A sign where text or images are limited to noncommercial speech pertaining to global, national, state, or local candidates or issues or other protected political expression, including, but not limited to, a sign pertaining to an election for public office or to a ballot measure to be placed before the voters in a federal, state or local election. This includes signs permanently or temporarily supported by a structure, including, but not limited to, one or more uprights, braces, poles, bicycle or other similar structural components when utilizing earth,

rock, the ground, or any foundation set in the ground as a primary holding base or set upon the ground as a free standing structure.

SEC. 7-361 ELECTION SIGNS ON PUBLIC PROPERTY

Election signs are not permitted on public property or in the public right-of-way, as defined in city code section 7-112(D). Election signs placed on public property or in the public right of way will be removed pursuant to this article.

SEC. 7-362 REMOVAL AND RETRIEVAL OF ELECTION SIGNS

(A) Election signs placed on public property or in the public right of way will be removed by the city. The city is not required to notify the owner before removing the election sign.

(B) After removing the election sign, the city shall attempt to notify the owner of the removed election sign, if such information can be ascertained, to inform the owner on how to retrieve the election sign.

(C) Any election sign removed by the city may be considered abandoned if it is not retrieved within ninety (90) days after the date of such removal, and may be disposed of in accordance with state law.

SEC. 7-363 APPEALS

A person may request an informal appeal by the city manager or designee to determine whether or not the location of the election sign violates the city code.”

Part 2. Section 15-51(A)(1) of the Oxnard City Code is hereby amended to read as follows:

“(A) An application for a final map or parcel map shall not be deemed complete until the following items have been submitted to the city:

(1) All the certificates required by the Subdivision Map Act, completed and signed, and where necessary acknowledged, excepting those signatures required of the county clerk, and the city clerk”

Part 3. Section 16-668.2 of the Oxnard City Code is hereby amended to read as follows:

“The planning division shall provide a mailed notice of permit issuance, and of each permit renewal, to the owner of the subject property and the owners of all real property situated within a radius of 300 feet of the exterior boundaries of the assessor’s parcel(s) which is the subject of the application.”

Part 4. Section 27-3(E) of the Oxnard City Code is hereby amended to read as follows:

“(E) The tenant has refused to execute an extension of a written lease. This ground for termination of a tenancy applies only if:

(1) The Owner requests or demands that the tenant execute a written extension of a written lease previously entered into between the Tenant and the Owner; and

(2) The owner makes that request within 30 days before or after the termination of that lease; and

(3) The written extension of the lease is for a similar duration as the previous written lease and includes substantially identical terms and conditions. The addition of a provision allowing the Owner to terminate the lease to allow for the occupancy of the Owner, or the Owner's spouse, domestic partner, child, grandchild, parent, or grandparent constitutes a similar lease provision for the purposes of this subdivision (E)."

Part 5. Section 27-3(J) of the Oxnard City Code is hereby amended to read as follows:

"(J) The employee, agent, or licensee's failure to vacate after their termination as an employee, agent, or a licensee as described in paragraph (1) of Section 1161 of the California Code of Civil Procedure. This ground for termination does not apply if the occupant's employment or status as agent or licensee began while the occupant was a tenant."

Part 6. Section 27-4(A) of the Oxnard City Code is hereby amended to read as follows:

"(A) The intent to occupy the residential real property by the Owner or their spouse, domestic partner, children, grandchildren, parents, or grandparents for a minimum 24 months, commencing within 90 days of the termination of tenancy.

(1) For leases entered into on or after the effective date of this article, this subsection shall apply only if:

(a) the tenant agrees, in writing, to the termination; or

(b) if a provision of the lease allows the owner to terminate the lease because the owner, or their spouse, domestic partner, children, grandchildren, parents, or grandparents unilaterally decides to occupy the residential real property for a period of at least 24 months, commencing within 90 days of the termination of tenancy.

(2) Within 10 days of serving a tenant with a notice of termination under this subdivision (A), the owner must submit a sworn affidavit to the city, including the following:

(a) a statement that the owner or the owner's spouse, intends in good faith to occupy the unit as to which the tenancy is to be terminated and to reside in that unit as their principal place of residence for a minimum of 24 months, commencing within 90 days of the tenancy of the termination.

(b) the name, and the relationship to the owner, of the person for whose occupancy in the unit the tenancy is being terminated.

(c) the address of the owner or owner's spouse's domestic partner's, child's, grandchild's, parent's, or grandparent's principal place of residence as of the date when the tenant was served the notice of termination."

Part 7. Section 27-9(B)(4) of the Oxnard City Code is hereby amended to read as follows:

“(B) *Notice of termination of tenancy.* When terminating a tenancy either at-fault or no-fault, an owner must comply with all of the following:

(4) The owner has submitted to the city, within five days after service of the notice of termination on the tenant, a true and accurate copy of the owner's written notice of termination, and proof of such service, signed under penalty of perjury by the person who effected such service, on the tenant. The owner shall maintain proof of service to the city as evidence that the owner has complied with this section.”

Part 8. Section 27-21 of the Oxnard City Code is hereby amended to read as follows:

“(A) Increases in rent on residential real property in the City of Oxnard in excess of 4%, and more than one rent increase in any 12 month period, are prohibited, unless expressly exempt under the Costa-Hawkins Rental Housing Act codified in Cal. Civil Code, Section 1954.50 et seq.

(B) Under the Costa-Hawkins Rental Housing Act, an owner is entitled to establish the initial rental rate for new tenancies, unless the previous tenancy was terminated by a notice pursuant to Civil Code Section 1946.1 or has been terminated upon a change in the terms of the tenancy noticed pursuant to Section 827, except a change permitted by law in the amount of rent or fees. Therefore, an owner who terminates a tenancy for a no-fault reason under this Chapter by a notice pursuant to Civil Code Section 1946.1 or has been terminated upon a change in the terms of the tenancy noticed pursuant to Section 827, except a change permitted by law in the amount of rent or fees may charge the subsequent tenant no more than the amount of rent that the owner could lawfully charge for the previous, terminate, tenancy plus any intervening 4% annual adjustments.”

Part 9. Section 27-10(A) of the Oxnard City Code is hereby amended to read as follows:

“(A) The city manager may adopt administrative procedures and regulations to implement the provisions of this ordinance. Any regulation intended to clarify the meaning of any provision of this ordinance, or to add substantive (as opposed to merely procedural) details necessary to its implementation, shall not become effective unless approved by resolution of the City Council. If approved by the City Council, the regulation shall be published in an appropriate location, along with any other regulations implementing this ordinance, on the City's website. Any presentation to the City Council pursuant to this subdivision (A) shall include:

- (1) a succinct statement of why the regulation is necessary or desirable;
- (2) a succinct statement of what the regulation would do;
- (3) a succinct statement of how the proposed regulation is consistent with the intent of the ordinance provision to which it relates; and
- (4) the complete text of the proposed regulation.”

Part 10. Section 27-28.1 of the Oxnard City Code is hereby added to read as follows:

“(A) The city manager may adopt administrative procedures and regulations to implement the provisions of this ordinance. Any regulation intended to clarify the meaning of any provision of this ordinance, or to add substantive (as opposed to merely procedural) details necessary to its implementation, shall not become effective unless approved by resolution of the City Council. If approved by the City Council, the regulation shall be published in an appropriate location, along with any other regulations implementing this ordinance, on the City's website. Any presentation to the City Council pursuant to this subdivision (A) shall include:

- (1) a succinct statement of why the regulation is necessary or desirable;
- (2) a succinct statement of what the regulation would do;
- (3) a succinct statement of how the proposed regulation is consistent with the intent of the ordinance provision to which it relates; and
- (4) the complete text of the proposed regulation.”

Part 11. Severability. If any section, subsection, sentence, clause, phrase, part or portion of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one of more section, subsections, sentences, clauses, phrases, parts or portions be declared invalid or unconstitutional.

Part 12. Pursuant to Cal. Gov. Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the ordinance.

[illegible]

Part 13. Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation, published and circulated in the City. Ordinance No. _____ was first read on July 16, 2024, and finally adopted on July 30, 2024, to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.9

DATE: July 30, 2024

TO: City Council

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

SUBJECT: City's Quarterly Investment Report for the period ending June 30, 2024.

RECOMMENDATION

That the City Council receive and file the City's quarterly investment report.

(This item did not originate in Committee.)

BACKGROUND

The City of Oxnard (City) invests funds in compliance with California Government Code Section 53600 et. Seq., and the City's Investment Policy. This report follows the guidelines established in California Government Code section 53646 and the City's adopted Investment Policy.

DISCUSSION:

The City's total cash and investment position as of June 30, 2024 was \$469,5 million, with \$19.5 million in cash accounts and \$450.0 million in investments, as summarized in the table below.

		June 2024
Cash		
Bank of America General Account		11,465,147.00
Bank of America Successor Agency Account		7,920,822.01
Bank of America Citations Account		107,633.00
Bank of America Golf Course Account		-
Total Cash		19,493,602.01
Investments		
Local Agency Investment Fund (LAIF)		75,000,000.00
Ventura County Investment Pool (VCIP)		32,900,292.94
Certificates of Deposits		-
Bank Notes		-
Municipal Bonds		-
Federal Agency		-
Supra-National Agency Bonds *		969,250.00
Medium Term Notes *		41,363,373.68
U.S. Treasury Notes *		14,746,415.00
U.S. Government Sponsored Entities *		285,008,317.39
Total Investments		449,987,649.01
Total Cash and Investments		469,481,251.02
* Market Value		

Statutory Compliance

All investment transactions have been executed in conformance with the City's Investment Policy and the California Government Code. The table below represents the City's investment portfolio by authorized investment and duration for a total portfolio amount of \$450.0 million.

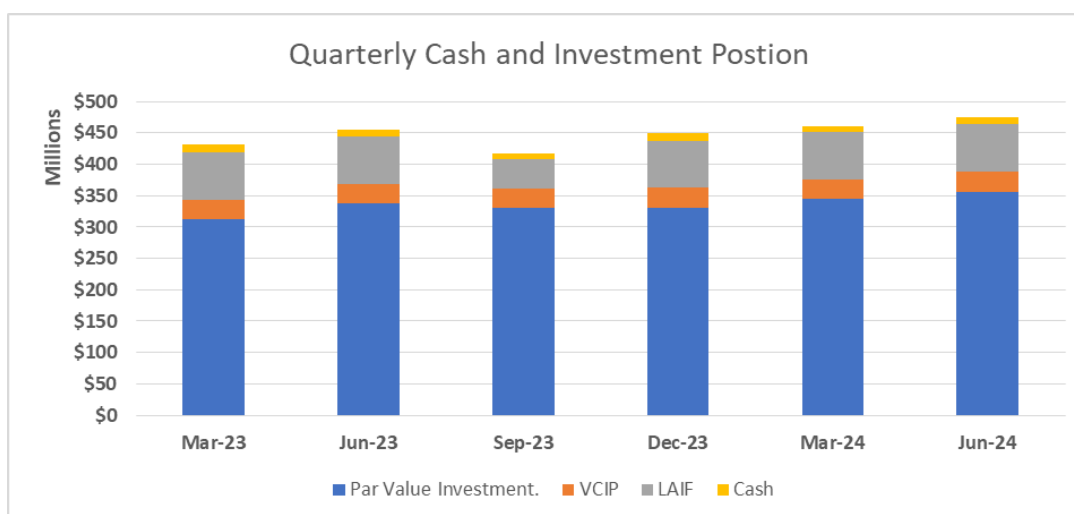
Authorized Investment at Market Value	Allowable Threshold (\$ million or %)	Under 1 year	1-3 years	Over 3 years	Total	Average Yield to Maturity	Portfolio %
LAIF	\$75.0	\$75.0	\$-	\$-	\$75.0	4.272%**	16.2%
VCIP	n/a	32.9	-	-	32.9	4.400%	7.1%
Federal Agencies	n/a	45.6	205.6	33.9	285.0	2.57%	63.34%
Medium Term Notes	30%	12.8	26.6	2.0	41.4	2.43%	9.19%
Supranational	20%	1.0	-	-	1.0	0.53%	0.22%
Treasuries	n/a	14.7	-	-	14.7	5.15%	3.28%
Total Investment		\$181.9	\$232.2	\$35.8	\$450.0	3.05%	100%

*Total may not add due to rounding

**LAIF Average Yield as of May 31, 2024

Portfolio Trends

The cash and investment position, excluding the Successor Agency account, as of June 30, 2024, has increased by \$21 million compared with the cash and investment position as of June 30, 2023. The quarterly trend in cash and investment position is represented in the following chart.



The California Government Code and the City's Investment Policy define the eligible investments that the City can purchase to allocate surplus funds. The table below summarizes the City's investment portfolio by investment type. The attached investment report includes details of the individual investments under each investment type.



**City of Oxnard
Portfolio Management
Portfolio Summary
June 30, 2024**

City of Oxnard

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Local Agency Investment Funds	75,000,000.00	75,000,000.00	75,000,000.00	16.17	1	1	4.213	4.272
County Investment Pool	32,900,292.94	32,900,292.94	32,900,292.94	7.09	1	1	4.340	4.400
Federal Agency Coupon Securities	296,640,000.00	285,008,317.39	296,638,201.55	63.97	1,519	692	2.537	2.573
Treasury Discounts -Amortizing	15,000,000.00	14,746,415.00	14,748,583.65	3.18	153	117	5.334	5.408
Medium Term Notes	43,510,000.00	41,363,373.68	43,441,714.43	9.37	1,387	539	2.401	2.435
Supranational	1,000,000.00	969,250.00	1,001,534.48	0.22	1,471	253	0.519	0.526
Investments	464,050,292.94	449,987,649.01	463,730,327.05	100.00%	1,110	498	3.008	3.050

Total Earnings	June 30 Month Ending	Fiscal Year To Date	Fiscal Year Ending
Current Year	1,169,112.47	11,951,290.75	11,951,290.75
Average Daily Balance	462,561,952.55	431,791,438.43	
Effective Rate of Return	3.08%	2.76%	


 Javier Chagoyen-Lazaro
 Chief Financial Officer
 City of Oxnard

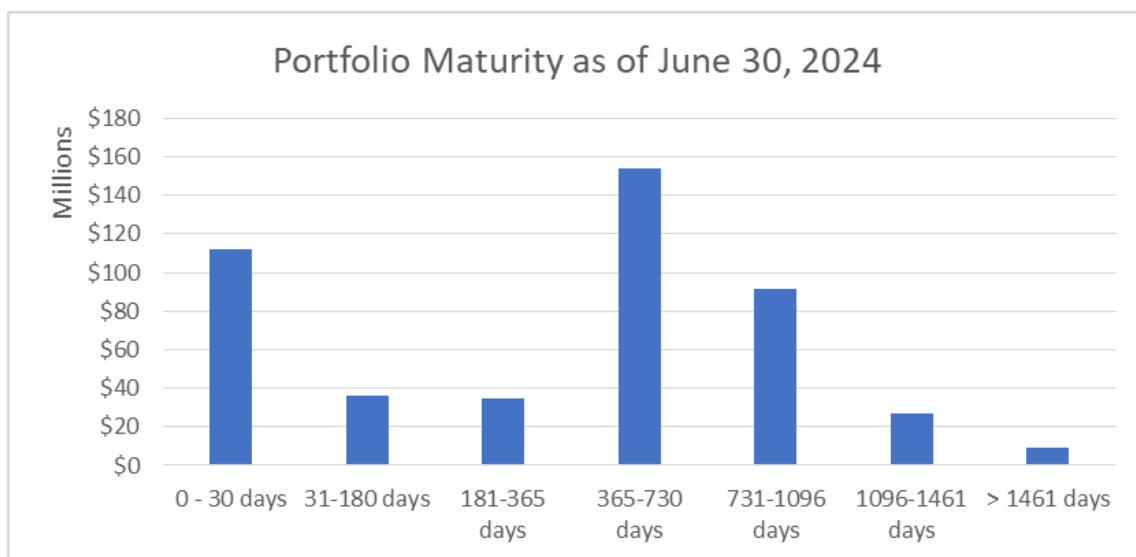
07/18/2024

Reporting period 06/01/2024-06/30/2024

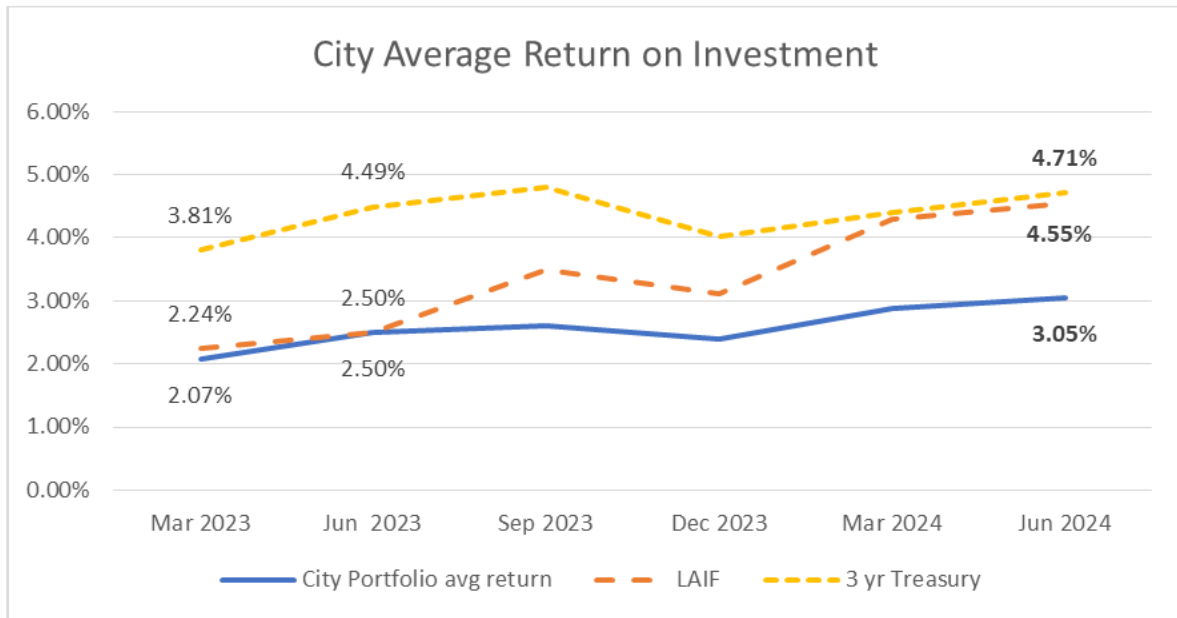
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Portfolio COO
 AC
 IE (PRF_PM1) 7.3.11
 Report Ver: 7.3.11

The chart below represents the City's investment portfolio classified by days until maturities from June 30, 2024. Pooled investments in LAIF and Ventura County Investment Pool provide immediate liquidity to support cash flow needs of the City, and are included in the maturity group 0 to 30 days.



The chart below represents the City's average return on investments, alongside with three-year Treasury bill and the LAIF quarterly Apportionment rates at the end of each quarter, as benchmarks for the City's portfolio.



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: Javier Chagoyen-Lazaro, Chief Financial Officer

ATTACHMENTS

1. 202406 Investment report
2. 20240730 Investment report June 30, 2024

Investment report for the month Ended in June, 2024
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City of Oxnard

All Investment transactions have been executed in accordance with the criteria stated in the City's investment Policy (Resolution No. 15,189) adopted by the City Council held on July 2, 2024

Investments have been made in compliance with California Government Code and in accordance with the City's Investment Policy. **SYMPRO** provides the market value for negotiable instruments held in safekeeping included in this report. For investments not held by the City's custodian, market values are obtained from individual monthly statements. Based on analysis of cash receipts, expenditures, and daily cash flows, it is projected that revenues and investment liquidity are sufficient to meet expenditure requirements for the next six months.



Javier Chagoyen-Lazaro
Chief Financial Officer
City of Oxnard

07/18/2023

Date

City of Oxnard
Cash and Investment Summary
Month Ended
June 30, 2024

	June 2024
Cash	
Bank of America General Account	11,465,147.00
Bank of America Successor Agency Account	7,920,822.01
Bank of America Citations Account	107,633.00
Bank of America Golf Course Account	-
Total Cash	19,493,602.01
Investments	
Local Agency Investment Fund (LAIF)	75,000,000.00
Ventura County Investment Pool (VCIP)	32,900,292.94
Certificates of Deposits	-
Bank Notes	-
Municipal Bonds	-
Federal Agency	-
Supra-National Agency Bonds *	969,250.00
Medium Term Notes *	41,363,373.68
U.S. Treasury Notes *	14,746,415.00
U.S. Government Sponsored Entities *	285,008,317.39
Total Investments	449,987,649.01
Total Cash and Investments	469,481,251.02
* Market Value	

City of Oxnard
Investment Portfolio Detail
Fiscal Year 2023 - 2024
June 1 - June 30, 2024

CUSIP / Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C	Maturity Date
County Investment Pool									
VCIP	Ventura County Investment Pool		32,900,292.94	32,900,292.94	32,900,292.94	4.400	1	4.400	
Federal Agency Coupon Securities									
31422XAS1	Farmer Mac	3/2/2021	1,000,000.00	932,893.00	1,000,000.00	0.610	609	0.610	3/2/2026
31422XNQ1	Farmer Mac	10/5/2021	3,000,000.00	2,961,777.00	3,000,000.00	0.560	95	0.560	10/4/2024
3133EPYB5	Federal Farm Credit Bank	10/10/2023	1,000,000.00	999,950.00	1,000,000.00	5.500	101	5.500	10/10/2024
3133EPYB5	Federal Farm Credit Bank	10/10/2023	1,000,000.00	999,950.00	1,000,000.00	5.500	101	5.500	10/10/2024
3133EP3D5	Federal Farm Credit Bank	2/22/2024	2,000,000.00	1,998,804.00	1,998,191.11	5.520	1,239	5.553	11/22/2027
3133EP3D5	Federal Farm Credit Bank	2/28/2024	1,000,000.00	999,402.00	998,864.40	5.520	1,239	5.560	11/22/2027
3133EMNK4	Federal Farm Credit Bank	1/22/2021	2,000,000.00	1,993,128.00	2,000,000.00	0.310	21	0.310	7/22/2024
3133EMNK4	Federal Farm Credit Bank	1/22/2021	1,000,000.00	996,564.00	1,000,000.00	0.310	21	0.310	7/22/2024
3133EMQQ8	Federal Farm Credit Bank	2/12/2021	1,000,000.00	980,151.00	1,000,000.00	0.300	134	0.300	11/12/2024
3133EMQQ8	Federal Farm Credit Bank	2/25/2021	2,000,000.00	1,960,302.00	1,999,510.10	0.300	134	0.368	11/12/2024
3133ENBK5	Federal Farm Credit Bank	10/20/2021	1,000,000.00	919,779.00	1,000,000.00	1.140	841	1.140	10/20/2026
3130AQKJ1	Federal Home Loan Bank	1/28/2022	1,000,000.00	928,510.00	1,000,000.00	1.700	941	1.700	1/28/2027
3130AQPDP9	Federal Home Loan Bank	2/17/2022	1,000,000.00	934,459.00	1,000,000.00	2.000	961	2.000	2/17/2027
3130AQPDP9	Federal Home Loan Bank	2/17/2022	1,000,000.00	934,459.00	1,000,000.00	2.000	961	2.000	2/17/2027
3130AQSM6	Federal Home Loan Bank	2/25/2022	1,000,000.00	933,484.00	1,000,000.00	2.050	969	2.050	2/25/2027
3130AQRH8	Federal Home Loan Bank	2/25/2022	1,000,000.00	933,892.00	1,000,000.00	2.000	969	2.000	2/25/2027
3130AQRK1	Federal Home Loan Bank	2/25/2022	1,000,000.00	933,114.00	1,000,000.00	2.030	969	2.030	2/25/2027
3130AR2C4	Federal Home Loan Bank	2/28/2022	1,000,000.00	980,062.00	1,000,000.00	2.200	242	2.200	2/28/2025
3130AQYGY2	Federal Home Loan Bank	2/28/2022	1,000,000.00	944,427.00	1,000,000.00	2.500	969	2.493	2/25/2027
3130AQX65	Federal Home Loan Bank	3/4/2022	2,000,000.00	1,875,992.00	2,000,000.00	2.250	976	2.250	3/4/2027
3130AQVH3	Federal Home Loan Bank	3/4/2022	1,000,000.00	936,779.00	1,000,000.00	2.200	976	2.200	3/4/2027
3130AQVH3	Federal Home Loan Bank	3/4/2022	1,000,000.00	936,779.00	1,000,000.00	2.200	976	2.200	3/4/2027
3130AQVH3	Federal Home Loan Bank	3/4/2022	1,300,000.00	1,217,812.70	1,297,913.50	2.200	976	2.264	3/4/2027
3130AQX65	Federal Home Loan Bank	3/4/2022	2,700,000.00	2,532,589.20	2,698,555.50	2.250	976	2.271	3/4/2027
3130AR2D2	Federal Home Loan Bank	3/10/2022	1,000,000.00	969,394.00	1,000,000.00	2.750	982	3.034	3/10/2027
3130ARAX9	Federal Home Loan Bank	3/30/2022	1,000,000.00	955,760.00	1,000,000.00	3.000	997	3.000	3/25/2027
3130ARDV0	Federal Home Loan Bank	4/8/2022	1,000,000.00	955,752.00	1,000,000.00	3.000	997	3.000	3/25/2027
3130ARZF1	Federal Home Loan Bank	5/9/2022	2,600,000.00	2,551,460.60	2,600,000.00	3.400	435	3.401	9/9/2025
3130ARZE4	Federal Home Loan Bank	5/25/2022	2,000,000.00	1,986,072.00	2,000,000.00	4.200	1,058	4.186	5/25/2027
3130ARYA3	Federal Home Loan Bank	5/26/2022	1,000,000.00	982,541.00	1,000,000.00	4.000	1,059	4.000	5/26/2027
3130ARYA3	Federal Home Loan Bank	5/26/2022	1,000,000.00	982,541.00	1,000,000.00	4.000	1,059	4.000	5/26/2027
3130ARYA3	Federal Home Loan Bank	5/26/2022	1,000,000.00	982,541.00	1,000,000.00	4.000	1,059	4.000	5/26/2027
3130AS4F3	Federal Home Loan Bank	6/9/2022	2,000,000.00	1,963,012.00	2,000,000.00	4.000	1,057	4.000	5/24/2027
3130AS4F3	Federal Home Loan Bank	6/9/2022	2,000,000.00	1,963,012.00	2,000,000.00	4.000	1,057	4.000	5/24/2027
3130ASFQ7	Federal Home Loan Bank	6/29/2022	1,000,000.00	981,472.00	999,850.28	4.000	1,093	4.006	6/29/2027
3130ASHT9	Federal Home Loan Bank	7/12/2022	1,000,000.00	989,193.00	1,000,000.00	4.500	1,106	4.500	7/12/2027
3130ASGP8	Federal Home Loan Bank	7/14/2022	2,000,000.00	1,971,572.00	2,000,000.00	4.100	378	4.100	7/14/2025
3130ASF38	Federal Home Loan Bank	7/22/2022	1,000,000.00	977,318.00	1,000,000.00	4.100	1,116	4.100	7/22/2027
3130ASKZ1	Federal Home Loan Bank	7/22/2022	1,000,000.00	983,888.00	1,000,000.00	4.250	570	4.250	1/22/2026
3130ASLA5	Federal Home Loan Bank	7/26/2022	1,000,000.00	991,465.00	1,000,000.00	4.500	1,120	4.500	7/26/2027
3130ASNN5	Federal Home Loan Bank	7/28/2022	1,000,000.00	987,657.00	1,000,000.00	4.375	1,122	4.375	7/28/2027
3130ASPP8	Federal Home Loan Bank	8/8/2022	1,000,000.00	990,826.00	1,000,000.00	4.300	403	4.300	8/8/2025
3130AT3P0	Federal Home Loan Bank	9/28/2022	1,000,000.00	999,083.00	1,000,000.00	5.000	1,170	5.000	9/14/2027
3130ATK63	Federal Home Loan Bank	10/25/2022	1,000,000.00	999,528.00	1,000,000.00	4.875	24	4.879	7/25/2024
3130AUCX0	Federal Home Loan Bank	1/24/2023	2,000,000.00	1,992,928.00	2,000,000.00	5.250	361	5.248	6/27/2025
3130AUFW9	Federal Home Loan Bank	1/27/2023	1,000,000.00	998,510.00	999,971.39	5.350	210	5.355	1/27/2025
3130AUFW9	Federal Home Loan Bank	1/27/2023	1,000,000.00	998,510.00	999,971.39	5.350	210	5.355	1/27/2025
3130AUJV7	Federal Home Loan Bank	1/27/2023	1,000,000.00	998,217.00	1,000,000.00	5.000	756	5.000	7/27/2026

City of Oxnard
Investment Portfolio Detail
Fiscal Year 2023 - 2024
June 1 - June 30, 2024

CUSIP / Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C	Maturity Date
3130AUMY7	Federal Home Loan Bank	1/30/2023	1,000,000.00	997,847.00	1,000,000.00	5.400	1,306	5.400	1/28/2028
3130AUHX5	Federal Home Loan Bank	1/30/2023	1,065,000.00	1,063,798.68	1,065,000.00	5.400	575	5.400	1/27/2026
3130AVRV6	Federal Home Loan Bank	4/28/2023	1,000,000.00	998,602.00	1,000,000.00	5.650	1,397	5.650	4/28/2028
3130AVRV6	Federal Home Loan Bank	4/28/2023	2,000,000.00	1,997,204.00	2,000,000.00	5.650	1,397	5.650	4/28/2028
3130AYB39	Federal Home Loan Bank	12/27/2023	5,000,000.00	5,000,160.00	5,000,000.00	5.400	539	5.399	12/22/2025
3130AYBY1	Federal Home Loan Bank	1/2/2024	12,000,000.00	11,943,576.00	12,000,000.00	5.120	366	5.120	7/2/2025
3130AYLP9	Federal Home Loan Bank	1/19/2024	1,000,000.00	996,786.00	1,000,000.00	5.000	473	5.005	10/17/2025
3130AYNA0	Federal Home Loan Bank	1/25/2024	1,000,000.00	998,212.00	1,000,000.00	5.550	1,669	5.550	1/25/2029
3130AYZG4	Federal Home Loan Bank	2/15/2024	1,000,000.00	996,432.00	1,000,000.00	5.400	1,689	5.400	2/14/2029
3130AXVH8	Federal Home Loan Bank	2/21/2024	5,000,000.00	4,996,025.00	5,004,518.87	5.500	1,239	5.467	11/22/2027
3130AYYJ9	Federal Home Loan Bank	2/15/2024	1,000,000.00	1,003,304.00	1,000,000.00	5.000	1,690	5.000	2/15/2029
3130B03H0	Federal Home Loan Bank	2/27/2024	5,000,000.00	4,987,864.44	5,003,819.44	5.500	1,331	5.500	2/22/2028
3130B0EQ8	Federal Home Loan Bank	3/19/2024	1,000,000.00	996,605.83	999,952.69	5.375	1,716	5.398	3/13/2029
3130B1LW5	Federal Home Loan Bank	5/30/2024	2,000,000.00	2,002,932.00	2,000,000.00	5.250	697	5.250	5/29/2026
3130AKLL8	Federal Home Loan Bank	12/30/2020	2,000,000.00	1,870,636.00	2,000,000.00	0.500	547	0.500	12/30/2025
3130AKN36	Federal Home Loan Bank	1/20/2021	2,000,000.00	1,867,144.00	2,000,000.00	0.525	563	0.525	1/15/2026
3130AKNK8	Federal Home Loan Bank	1/20/2021	5,000,000.00	4,716,300.00	5,000,000.00	0.500	476	0.500	10/20/2025
3130AKNK8	Federal Home Loan Bank	1/20/2021	1,000,000.00	943,260.00	1,000,000.00	0.500	476	0.500	10/20/2025
3130AKQ74	Federal Home Loan Bank	1/22/2021	5,000,000.00	4,671,270.00	5,000,000.00	0.625	570	0.625	1/22/2026
3130AKMD5	Federal Home Loan Bank	1/26/2021	5,000,000.00	4,659,920.00	4,999,215.28	0.500	574	0.510	1/26/2026
3130AKNR3	Federal Home Loan Bank	1/26/2021	1,000,000.00	932,886.00	1,000,000.00	0.560	574	0.560	1/26/2026
3130AKU61	Federal Home Loan Bank	1/27/2021	5,000,000.00	4,691,375.00	5,000,000.00	0.750	575	0.609	1/27/2026
3130AKU61	Federal Home Loan Bank	1/27/2021	5,000,000.00	4,691,375.00	5,000,000.00	0.750	575	0.609	1/27/2026
3130AKQX7	Federal Home Loan Bank	1/28/2021	2,000,000.00	1,869,576.00	2,000,063.00	0.700	576	0.698	1/28/2026
3130AKRN8	Federal Home Loan Bank	1/28/2021	2,000,000.00	1,865,504.00	2,000,000.00	0.650	576	0.650	1/28/2026
3130AKQX7	Federal Home Loan Bank	1/28/2021	5,000,000.00	4,673,940.00	5,000,000.00	0.700	576	0.700	1/28/2026
3130AKQ82	Federal Home Loan Bank	1/28/2021	1,500,000.00	1,399,920.00	1,500,000.00	0.600	576	0.600	1/28/2026
3130AKPN0	Federal Home Loan Bank	1/29/2021	2,000,000.00	1,866,200.00	2,000,000.00	0.600	577	0.600	1/29/2026
3130AKVN3	Federal Home Loan Bank	1/29/2021	1,000,000.00	931,892.00	1,000,000.00	0.520	577	0.520	1/29/2026
3130AKVQ6	Federal Home Loan Bank	1/29/2021	1,000,000.00	941,279.00	1,000,000.00	0.470	485	0.470	10/29/2025
3130AKWD4	Federal Home Loan Bank	2/9/2021	1,000,000.00	937,028.00	1,000,000.00	0.750	588	0.539	2/9/2026
3130AKWD4	Federal Home Loan Bank	2/9/2021	1,000,000.00	937,028.00	1,000,000.00	0.750	588	0.540	2/9/2026
3130AKTJ5	Federal Home Loan Bank	2/9/2021	2,000,000.00	1,862,228.00	2,000,000.00	0.540	588	0.540	2/9/2026
3130AKVA1	Federal Home Loan Bank	2/9/2021	2,000,000.00	1,874,056.00	2,000,000.00	0.750	588	0.564	2/9/2026
3130AKVR4	Federal Home Loan Bank	2/12/2021	1,000,000.00	929,803.00	1,000,000.00	0.550	591	0.550	2/12/2026
3130AL7M0	Federal Home Loan Bank	2/24/2021	2,000,000.00	1,861,368.00	1,998,352.78	0.625	603	0.676	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	1,000,000.00	930,291.00	999,736.44	0.600	603	0.616	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	5,000,000.00	4,651,455.00	4,998,682.22	0.600	603	0.616	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	3,000,000.00	2,790,873.00	3,000,000.00	0.600	603	0.600	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	1,000,000.00	930,291.00	999,835.28	0.600	603	0.610	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	1,000,000.00	930,291.00	999,835.28	0.600	603	0.610	2/24/2026
3130ALCB8	Federal Home Loan Bank	2/24/2021	1,000,000.00	931,549.00	1,000,000.00	0.680	603	0.680	2/24/2026
3130AL7M0	Federal Home Loan Bank	2/24/2021	1,000,000.00	930,684.00	999,835.28	0.625	603	0.635	2/24/2026
3130AKWM4	Federal Home Loan Bank	2/26/2021	1,000,000.00	979,004.00	1,000,000.00	0.300	148	0.300	11/26/2024
3130ALES9	Federal Home Loan Bank	2/26/2021	2,000,000.00	1,983,986.00	2,000,000.00	0.330	56	0.330	8/26/2024
3130ALFS8	Federal Home Loan Bank	3/10/2021	1,000,000.00	930,543.00	1,000,000.00	0.800	617	0.800	3/10/2026
3130ALDN1	Federal Home Loan Bank	3/16/2021	1,000,000.00	932,918.00	1,000,000.00	0.800	623	0.800	3/16/2026
3130ALDN1	Federal Home Loan Bank	3/16/2021	1,000,000.00	932,918.00	1,000,000.00	0.800	623	0.800	3/16/2026
3130ALGB4	Federal Home Loan Bank	3/17/2021	1,000,000.00	932,806.00	1,000,000.00	0.800	624	0.800	3/17/2026
3130ALGJ7	Federal Home Loan Bank	3/23/2021	975,000.00	912,117.38	975,000.00	1.000	630	1.000	3/23/2026
3130ALGC2	Federal Home Loan Bank	3/23/2021	1,000,000.00	933,444.00	1,000,000.00	0.875	630	0.875	3/23/2026
3130ALLN2	Federal Home Loan Bank	3/24/2021	2,000,000.00	1,878,900.00	2,000,000.00	1.000	631	0.871	3/24/2026

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3130ALNU4	Federal Home Loan Bank	3/24/2021	1,000,000.00	967,447.00	1,000,000.00	0.680	266	0.680	3/24/2025
3130AM2F8	Federal Home Loan Bank	4/29/2021	1,000,000.00	935,134.00	1,000,000.00	1.125	667	1.125	4/29/2026
3130AM4L3	Federal Home Loan Bank	4/29/2021	1,000,000.00	937,670.00	1,000,000.00	1.250	667	1.097	4/29/2026
3130AMJH6	Federal Home Loan Bank	5/26/2021	1,000,000.00	931,239.00	1,000,000.00	1.050	694	1.050	5/26/2026
3130AML42	Federal Home Loan Bank	5/27/2021	1,000,000.00	934,144.00	1,000,000.00	1.200	695	0.957	5/27/2026
3130AMCM2	Federal Home Loan Bank	6/3/2021	1,250,000.00	1,209,473.75	1,249,882.13	2.000	680	1.543	5/12/2026
3130AMM41	Federal Home Loan Bank	6/16/2021	5,000,000.00	4,641,740.00	5,000,000.00	1.000	715	1.000	6/16/2026
3130AMPT3	Federal Home Loan Bank	6/23/2021	5,000,000.00	4,641,615.00	5,000,000.00	1.030	722	1.030	6/23/2026
3130AMYP1	Federal Home Loan Bank	7/15/2021	3,000,000.00	2,783,439.00	3,000,000.00	1.125	744	1.125	7/15/2026
3130ANWH9	Federal Home Loan Bank	9/24/2021	1,000,000.00	922,105.00	1,000,000.00	1.080	806	1.080	9/15/2026
3130ANYS3	Federal Home Loan Bank	10/12/2021	1,000,000.00	962,717.00	999,567.18	0.625	303	0.678	4/30/2025
3130APB87	Federal Home Loan Bank	10/13/2021	1,000,000.00	918,973.00	1,000,000.00	1.100	834	1.100	10/13/2026
3130APB87	Federal Home Loan Bank	10/13/2021	1,000,000.00	918,973.00	1,000,000.00	1.100	834	1.100	10/13/2026
3130AP5A9	Federal Home Loan Bank	10/15/2021	1,000,000.00	917,699.00	1,000,000.00	1.050	836	1.050	10/15/2026
3130AP5A9	Federal Home Loan Bank	10/15/2021	1,000,000.00	917,699.00	1,000,000.00	1.050	836	1.050	10/15/2026
3130AP5A9	Federal Home Loan Bank	10/15/2021	1,000,000.00	917,699.00	1,000,000.00	1.050	836	1.050	10/15/2026
3130AP3X1	Federal Home Loan Bank	10/15/2021	1,000,000.00	917,484.00	999,862.67	1.040	836	1.046	10/15/2026
3130AP5A9	Federal Home Loan Bank	10/15/2021	1,000,000.00	917,699.00	1,000,000.00	1.050	836	1.050	10/15/2026
3130AP3X1	Federal Home Loan Bank	10/15/2021	1,000,000.00	917,484.00	1,000,000.00	1.040	836	1.040	10/15/2026
3130APAY1	Federal Home Loan Bank	10/21/2021	3,000,000.00	2,754,810.00	3,000,000.00	1.100	842	1.100	10/21/2026
3130APBF1	Federal Home Loan Bank	10/22/2021	1,000,000.00	919,260.00	1,000,000.00	1.150	843	1.150	10/22/2026
3130APBF1	Federal Home Loan Bank	10/22/2021	2,000,000.00	1,838,520.00	2,000,000.00	1.150	843	1.150	10/22/2026
3130APHT5	Federal Home Loan Bank	10/26/2021	2,000,000.00	1,841,690.00	2,000,000.00	1.200	847	1.200	10/26/2026
3130APC45	Federal Home Loan Bank	10/26/2021	1,000,000.00	920,408.00	1,000,000.00	1.180	847	1.180	10/26/2026
3130APHT5	Federal Home Loan Bank	10/26/2021	2,000,000.00	1,841,690.00	1,999,536.11	1.200	847	1.210	10/26/2026
3130APCX1	Federal Home Loan Bank	10/26/2021	1,000,000.00	921,932.00	1,000,000.00	1.250	847	1.250	10/26/2026
3130APCX1	Federal Home Loan Bank	10/26/2021	2,000,000.00	1,843,864.00	2,000,000.00	1.250	847	1.250	10/26/2026
3130APCX1	Federal Home Loan Bank	10/26/2021	1,000,000.00	921,932.00	1,000,000.00	1.250	847	1.250	10/26/2026
3130APF91	Federal Home Loan Bank	10/27/2021	1,000,000.00	976,540.00	1,000,000.00	0.650	179	0.650	12/27/2024
3130APG82	Federal Home Loan Bank	10/28/2021	1,000,000.00	933,419.00	1,000,000.00	1.000	849	1.264	10/28/2026
3130APHV0	Federal Home Loan Bank	10/28/2021	2,000,000.00	1,840,458.00	2,000,000.00	1.180	849	1.180	10/28/2026
3130APDQ5	Federal Home Loan Bank	10/28/2021	1,000,000.00	921,798.00	1,000,000.00	1.250	849	1.250	10/28/2026
3130APKZ7	Federal Home Loan Bank	10/28/2021	1,000,000.00	974,670.00	1,000,000.00	0.875	211	0.875	1/28/2025
3130APKQ7	Federal Home Loan Bank	11/10/2021	1,000,000.00	920,688.00	1,000,000.00	1.250	862	1.250	11/10/2026
3130APKQ7	Federal Home Loan Bank	11/10/2021	1,000,000.00	920,688.00	998,820.83	1.250	862	1.302	11/10/2026
3130APKQ7	Federal Home Loan Bank	11/10/2021	1,000,000.00	920,688.00	1,000,000.00	1.250	862	1.250	11/10/2026
3130APLP8	Federal Home Loan Bank	11/16/2021	1,000,000.00	921,902.00	1,000,000.00	1.375	868	1.375	11/16/2026
3130APLP8	Federal Home Loan Bank	11/16/2021	1,000,000.00	921,902.00	1,000,000.00	1.375	868	1.375	11/16/2026
3130APL37	Federal Home Loan Bank	11/16/2021	1,000,000.00	922,461.00	1,000,000.00	1.400	868	1.400	11/16/2026
3130APNK7	Federal Home Loan Bank	11/18/2021	1,000,000.00	921,729.00	1,000,000.00	1.375	870	1.375	11/18/2026
3130APPZ2	Federal Home Loan Bank	11/23/2021	1,000,000.00	925,923.00	1,000,000.00	1.500	875	1.500	11/23/2026
3130AQ3T8	Federal Home Loan Bank	12/23/2021	1,000,000.00	934,724.00	1,000,000.00	2.000	905	1.641	12/23/2026
3130AQAB9	Federal Home Loan Bank	12/30/2021	1,250,000.00	1,157,271.25	1,250,000.00	1.625	912	1.625	12/30/2026
3134GXQF4	Federal Home Loan Mtg Corp	4/13/2022	1,000,000.00	962,135.00	1,000,000.00	3.250	1,016	3.250	4/13/2027
3134GXSH8	Federal Home Loan Mtg Corp	5/17/2022	1,000,000.00	981,010.00	1,000,000.00	4.000	1,050	4.000	5/17/2027
3134GXTD6	Federal Home Loan Mtg Corp	5/23/2022	2,000,000.00	1,970,416.00	2,000,000.00	3.500	326	3.500	5/23/2025
3134GXSZ8	Federal Home Loan Mtg Corp	5/23/2022	2,000,000.00	1,968,686.00	2,000,000.00	3.400	326	3.400	5/23/2025
3134GXUF9	Federal Home Loan Mtg Corp	5/26/2022	2,000,000.00	1,974,288.00	2,000,000.00	4.000	1,059	4.213	5/26/2027
3134GXUF9	Federal Home Loan Mtg Corp	5/26/2022	1,000,000.00	987,144.00	1,000,000.00	4.000	1,059	4.213	5/26/2027
3134GXTB0	Federal Home Loan Mtg Corp	5/26/2022	2,000,000.00	1,975,118.00	1,999,881.31	3.250	240	3.261	2/26/2025
3134GXTA2	Federal Home Loan Mtg Corp	5/26/2022	2,000,000.00	1,991,418.00	2,000,000.00	3.050	56	3.051	8/26/2024
3134GXTB0	Federal Home Loan Mtg Corp	5/26/2022	2,000,000.00	1,975,118.00	2,000,000.00	3.250	240	3.251	2/26/2025

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3134GXUF9	Federal Home Loan Mtg Corp	5/26/2022	2,000,000.00	1,974,288.00	2,000,000.00	4.000	1,059	4.213	5/26/2027
3134GXTE4	Federal Home Loan Mtg Corp	5/27/2022	1,000,000.00	980,936.00	1,000,000.00	4.000	1,060	4.000	5/27/2027
3134GXUJ1	Federal Home Loan Mtg Corp	5/27/2022	2,000,000.00	1,981,788.00	2,000,000.00	3.250	149	3.250	11/27/2024
3134GXA61	Federal Home Loan Mtg Corp	6/30/2022	1,000,000.00	993,761.00	1,000,000.00	4.000	182	4.000	12/30/2024
3134GXZN7	Federal Home Loan Mtg Corp	7/12/2022	1,000,000.00	983,521.00	1,000,000.00	4.250	1,106	4.250	7/12/2027
3134GXD50	Federal Home Loan Mtg Corp	7/21/2022	1,000,000.00	987,686.00	1,000,000.00	4.000	385	4.000	7/21/2025
3134GXD50	Federal Home Loan Mtg Corp	7/21/2022	1,000,000.00	987,686.00	1,000,000.00	4.000	385	4.000	7/21/2025
3134GXE67	Federal Home Loan Mtg Corp	7/28/2022	1,000,000.00	983,479.00	1,000,000.00	4.250	1,122	4.250	7/28/2027
3134GXXG73	Federal Home Loan Mtg Corp	8/12/2022	1,000,000.00	998,039.00	999,971.53	4.100	42	4.126	8/12/2024
3134GXQ23	Federal Home Loan Mtg Corp	8/25/2022	1,000,000.00	983,025.00	1,000,000.00	4.250	1,150	4.250	8/25/2027
3134GX3R3	Federal Home Loan Mtg Corp	10/18/2022	1,000,000.00	997,992.00	1,000,000.00	5.000	290	5.000	4/17/2025
3134GY4B5	Federal Home Loan Mtg Corp	11/28/2022	1,000,000.00	998,971.00	1,000,000.00	5.000	56	5.005	8/26/2024
3134GYEY4	Federal Home Loan Mtg Corp	1/27/2023	1,000,000.00	997,521.00	1,000,000.00	5.050	575	5.050	1/27/2026
3134GYFM9	Federal Home Loan Mtg Corp	2/1/2023	2,000,000.00	1,998,980.00	2,000,000.00	5.050	31	5.050	8/1/2024
3134GYJ29	Federal Home Loan Mtg Corp	1/17/2024	1,000,000.00	998,741.00	1,000,000.00	5.150	228	5.146	2/14/2025
3134H1PK3	Federal Home Loan Mtg Corp	1/18/2024	1,000,000.00	998,827.00	1,000,000.00	5.000	934	5.000	1/21/2027
3134H1TG8	Federal Home Loan Mtg Corp	2/21/2024	5,000,000.00	4,989,205.00	5,000,000.00	5.500	1,696	5.500	2/21/2029
3134H1TY9	Federal Home Loan Mtg Corp	2/23/2024	1,000,000.00	998,947.00	1,000,000.00	5.150	597	5.150	2/18/2026
3134H1TY9	Federal Home Loan Mtg Corp	2/23/2024	1,000,000.00	998,947.00	1,000,000.00	5.150	597	5.150	2/18/2026
3134H1VM2	Federal Home Loan Mtg Corp	2/27/2024	5,000,000.00	4,994,410.00	5,000,000.00	5.250	606	5.250	2/27/2026
3134GXKJ2	Federal Home Loan Mtg Corp	1/22/2021	2,000,000.00	1,869,636.00	2,000,000.00	0.550	570	0.550	1/22/2026
3135GAEB3	Federal National Mtg Assn	1/30/2023	1,000,000.00	998,564.00	1,000,000.00	5.125	392	5.125	7/28/2025
3135GAEB3	Federal National Mtg Assn	1/30/2023	1,000,000.00	998,564.00	1,000,000.00	5.125	392	5.125	7/28/2025
3135GAFT3	Federal National Mtg Assn	3/30/2023	1,000,000.00	998,698.00	1,000,000.00	5.300	91	5.300	9/30/2024
3135GALZ2	Federal National Mtg Assn	1/18/2024	1,000,000.00	998,875.00	1,000,000.00	5.000	928	5.000	1/15/2027
3135GALZ2	Federal National Mtg Assn	1/18/2024	2,000,000.00	1,997,750.00	2,000,000.00	5.000	928	5.000	1/15/2027
3135GAL82	Federal National Mtg Assn	1/23/2024	2,000,000.00	2,002,027.56	2,004,005.56	5.150	192	5.147	1/9/2025
Local Agency Investment Funds									
LAIF	LAIF		75,000,000.00	75,000,000.00	75,000,000.00	4.272	1	4.272	
Medium Term Notes									
037833DF4	Apple Inc.	12/28/2023	10,000,000.00	9,861,510.00	9,899,588.10	2.750	196	4.700	1/13/2025
037833DX5	Apple Inc.	1/26/2021	1,000,000.00	949,745.00	1,000,141.81	0.550	415	0.537	8/20/2025
037833EB2	Apple Inc.	2/8/2021	1,000,000.00	933,866.00	999,983.97	0.700	587	0.071	2/8/2026
06048WS43	Bank of America	2/18/2022	3,000,000.00	2,863,863.00	3,000,000.00	2.000	413	2.000	8/18/2025
06048WV98	Bank of America	5/27/2022	2,000,000.00	1,945,578.00	2,000,000.00	4.050	695	4.050	5/27/2026
06048WW63	Bank of America	6/22/2022	1,000,000.00	984,224.00	1,000,000.00	5.000	1,086	5.000	6/22/2027
06048WZ29	Bank of America	10/20/2022	1,000,000.00	995,933.00	1,000,000.00	6.000	1,206	6.000	10/20/2027
06051GF53	Bank of America	1/8/2021	1,000,000.00	984,695.00	1,032,605.23	3.875	396	0.804	8/1/2025
06048WL32	Bank of America	2/24/2021	1,000,000.00	922,255.00	1,000,000.00	0.800	603	0.080	2/24/2026
06048WL99	Bank of America	5/14/2021	1,000,000.00	927,630.00	1,000,000.00	1.400	682	1.400	5/14/2026
06048WL99	Bank of America	5/14/2021	2,000,000.00	1,855,260.00	2,000,000.00	1.400	682	1.400	5/14/2026
06048WL99	Bank of America	5/14/2021	2,000,000.00	1,855,260.00	2,000,000.00	1.400	682	1.400	5/14/2026
06048WM64	Bank of America	7/12/2021	1,000,000.00	896,950.00	999,395.32	1.200	724	1.231	6/25/2026
06048WM72	Bank of America	7/30/2021	1,000,000.00	906,526.00	1,000,000.00	1.200	759	1.200	7/30/2026
06048WP20	Bank of America	9/24/2021	1,000,000.00	907,268.00	1,000,000.00	1.250	815	1.250	9/24/2026
06048WP20	Bank of America	9/24/2021	1,000,000.00	907,268.00	1,000,000.00	1.250	815	1.250	9/24/2026
06748WMK6	Barclays Bank PLC	10/29/2021	1,000,000.00	959,416.00	1,000,000.00	1.000	302	1.000	4/29/2025
17290A2M1	Citi Bank	7/21/2021	1,000,000.00	907,338.00	1,000,000.00	1.400	750	1.400	7/21/2026
38150AH99	Goldman Sachs	8/17/2021	1,000,000.00	914,994.00	1,000,000.00	1.350	777	1.350	8/17/2026
24422EVK2	John Deere Capital	1/27/2021	3,000,000.00	2,804,451.00	3,000,000.00	0.700	563	0.700	1/15/2026
48133MAB6	JP Morgan	8/15/2022	1,000,000.00	966,320.00	1,000,000.00	4.200	1,138	4.200	8/13/2027
48128G4X5	JP Morgan	8/30/2021	1,000,000.00	898,662.00	1,000,000.00	1.200	788	1.200	8/28/2026

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48128G4X5	JP Morgan	8/30/2021	1,000,000.00	898,662.00	1,000,000.00	1.200	788	1.200	8/28/2026
53961LAF6	Local Initiatives Support	1/28/2021	1,510,000.00	1,387,490.68	1,510,000.00	0.950	563	0.950	1/15/2026
89236THZ1	Toyota Motor Credit	2/1/2021	2,000,000.00	1,930,910.00	2,000,000.00	0.400	217	0.400	2/3/2025
95001DCG3	Wells Fargo	10/28/2022	1,000,000.00	997,299.00	1,000,000.00	6.000	484	6.000	10/28/2025
Supranational									
459058JA2	Intl Bank Recon & Dev	3/1/2021	1,000,000.00	969,250.00	1,001,534.48	0.750	253	0.526	3/11/2025
Treasury Discounts -Amortizing									
912797LD7	U.S. Treasury	5/20/2024	3,000,000.00	2,941,539.00	2,942,216.98	5.099	136	5.303	11/14/2024
912797LD7	U.S. Treasury	5/20/2024	2,000,000.00	1,961,026.00	1,961,466.67	5.100	136	5.305	11/14/2024
912797KU0	U.S. Treasury	5/30/2024	10,000,000.00	9,843,850.00	9,844,900.00	5.170	108	5.349	10/17/2024
Total			464,050,292.94	449,987,649.01	463,730,327.05				

Investment activities for the month of June 2024

Investment Purchases

No	Date	Transaction	CUSIP	Investment Security	Type	Par Amount	Investment Yield to Maturity	Maturity
	6/25/2024			LAIF		\$ 5,000,000.00		
Total Purchases						\$ 5,000,000.00		

Investment Maturities, Calls & Sales

No	Date	Transaction	CUSIP	Investment Security	Type	Par Amount	Investment Yield to Maturity	Maturity
	6/13/2024			LAIF		\$ 5,000,000.00		
Total Maturities, Calls & Sales						\$ 5,000,000.00		

City of Oxnard

Quarterly Investment Report

as of June 30, 2024

July 30, 2024

City Council
Presented by:
Javier Chagoyen-Lazaro, City of
Oxnard
Chief Financial Officer

That The City Council receive and file the City of Oxnard Quarterly Investment Report as of June 30, 2024.

City of Oxnard Cash and Investment as of June 30, 2024

		June 2024
Cash		
Bank of America General Account		11,465,147.00
Bank of America Successor Agency Account		7,920,822.01
Bank of America Citations Account		107,633.00
Bank of America Golf Course Account		-
Total Cash		19,493,602.01
Investments		
Local Agency Investment Fund (LAIF)		75,000,000.00
Ventura County Investment Pool (VCIP)		32,900,292.94
Certificates of Deposits		-
Bank Notes		-
Municipal Bonds		-
Federal Agency		-
Supra-National Agency Bonds *		969,250.00
Medium Term Notes *		41,363,373.68
U.S. Treasury Notes *		14,746,415.00
U.S. Government Sponsored Entities *		285,008,317.39
Total Investments		449,987,649.01
Total Cash and Investments		469,481,251.02
* Market Value		

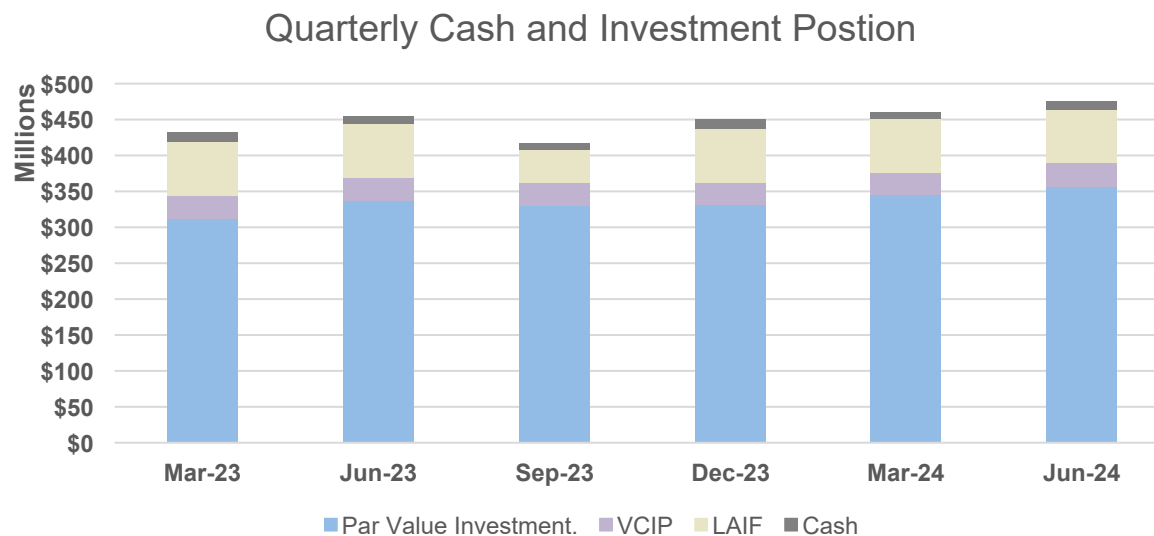
Investment Compliance .

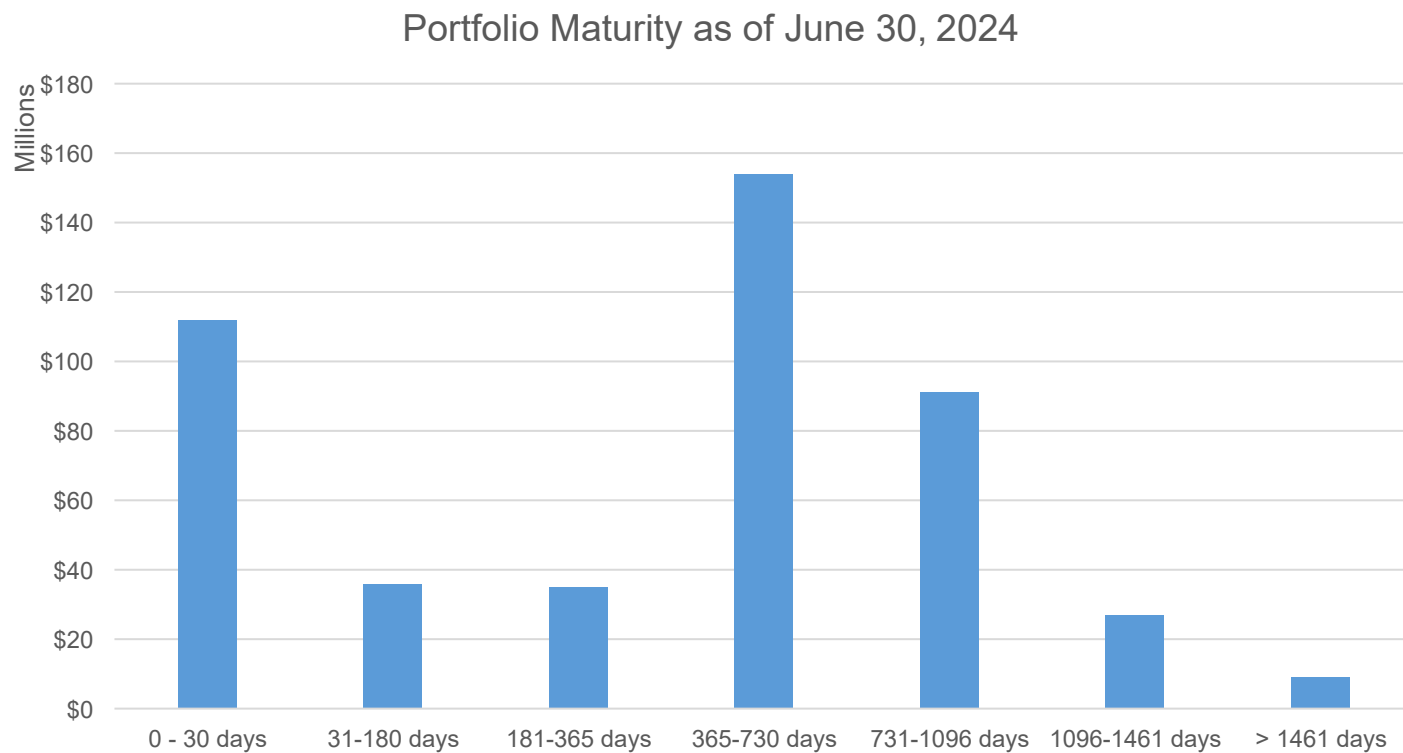
Authorized Investment at Market Value	Allowable Threshold (\$ million or %)	Under 1 year	1-3 years	Over 3 years	Total	Average Yield to Maturity	Portfolio %
LAIF	\$75.0	\$75.0	\$-	\$-	\$75.0	4.272%* *	16.2%
VCIP	n/a	32.9	-	-	32.9	4.400%	7.1%
Federal Agencies	n/a	45.6	205.6	33.9	285.0	2.57%	63.34%
Medium Term Notes	30%	12.8	26.6	2.0	41.4	2.43%	9.19%
Supranational	20%	1.0	-	-	1.0	0.53%	0.22%
Treasuries	n/a	14.7	-	-	14.7	5.15%	3.28%
Total Investment		\$181.9	\$232.2	\$35.8	\$450.0	3.05%	100%

*Total may not add due to rounding

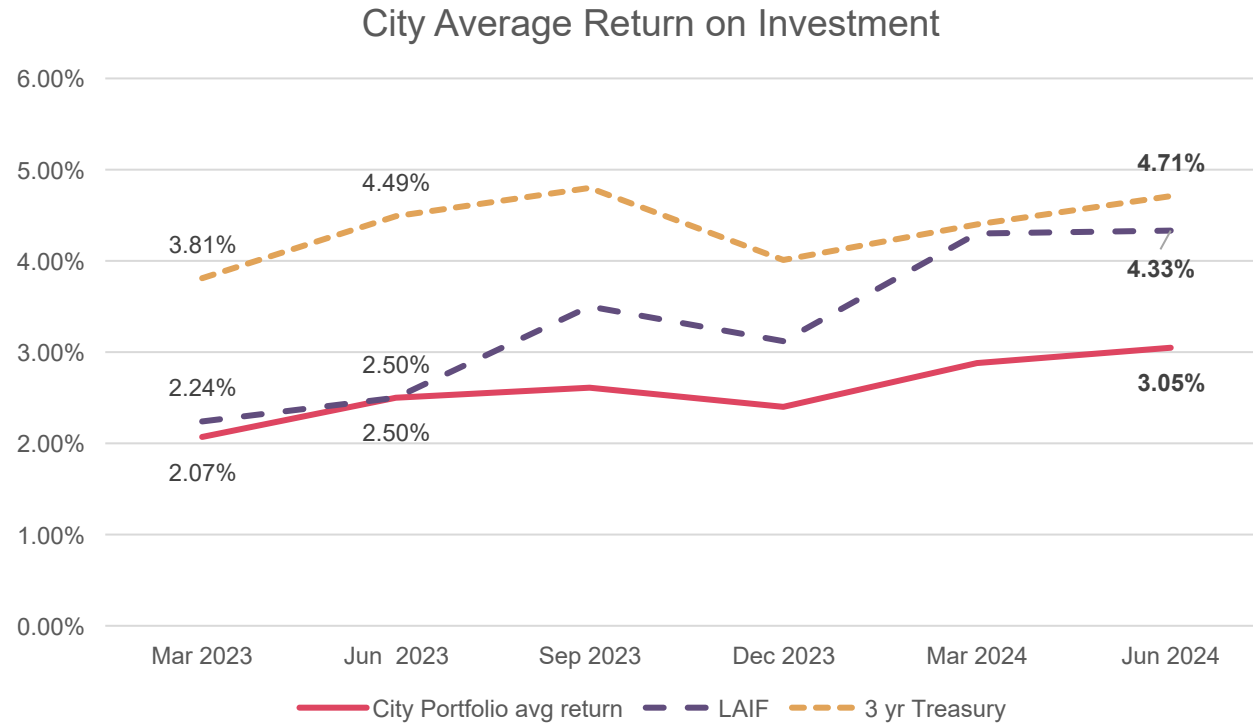
**LAIF Average Yield as of May 31, 2024

Cash and Investment Trend





Investment Return Trend



That The City Council receive and file the City of Oxnard Quarterly Investment Report as of June 30, 2024.



Questions / Discussion



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. M.1

DATE: July 30, 2024

TO: City Council

FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org

SUBJECT: Amendment to City's Five-Year (2019–2023) Permanent Local Housing Allocation Plan. (10 minutes)

RECOMMENDATION

That the City Council:

1. Conduct a public hearing to receive comments relating to a proposed amendment to the City of Oxnard Five-Year Permanent Local Housing Allocation Plan; and
2. Adopt a resolution amending the City of Oxnard Five-Year Permanent Local Housing Allocation Plan.

(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/AWZrEdK9Ggo>

BACKGROUND

In 2017, Senate Bill 2 (SB2) known as the Building Homes and Jobs Act, created the first permanent source of funding for affordable housing in California. Revenue is generated through recording fees on real estate transactions that will fluctuate from year to year depending upon activity. The legislation directs the California Department of Housing and Community Development (HCD) to use 70 percent of the revenue collected, beginning in calendar year 2019, to provide financial assistance to local governments for eligible housing and homelessness activities through the Permanent Local Housing Allocation (PLHA) program.

On February 26, 2020, HCD announced the availability of approximately \$195 million in funding under the PLHA Program Entitlement and Non-Entitlement local formula component - Notice of Funding Availability (NOFA). This NOFA outlined threshold and application requirements for Entitlement Local governments and Non-entitlement Local governments. Entitlement Local governments are metropolitan cities and urban counties that received a CDBG grant for fiscal year 2017. The City of Oxnard is an Entitlement Local government and was eligible to receive a total of \$1,158,429 as part of its first year PLHA formula grant allocation and approximately \$6,950,574 covering 2019-2023. Revenue generated by the State for the PLHA program will fluctuate from year to year, the funding allocation continues to be an estimate.

On July 21, 2020, the City Council approved a resolution adopting the City of Oxnard Five-Year Permanent Local Housing Allocation (PLHA) Plan, which authorizes the use of PLHA funds, for eligible activities including

1. Affordable Rental Housing;
2. Development of the navigation center at Casa de Carmen;
3. Operation of a navigation center; and
4. Administrative costs.

PLHA funds have been, and continue to be, used to support the development of the navigation center at Casa de Carmen and operation of the K Street Navigation Center. The intent is to transition shelter services from the K Street Navigation Center to Casa de Carmen. Due to the K Street Navigation Center being in the airport path, the County stopped providing funding for the operation. The County will reinstate funding to support the homeless shelter operations once the services are provided at Casa de Carmen, which is not in the airport flight path.

DISCUSSION:

The original project schedule had Casa de Carmen opening in the Fall of 2024. Construction delays, primarily caused by a need to underground power infrastructure, now have the opening date projected to be July of 2025. Since we are continuing shelter services at the K Street Navigation Center longer than anticipated, and not receiving County funding, staff recommends using available PLHA funds. This PLHA funding source was included the Council’s June 27, 2024 approval of the Mercy contract.

For fiscal year 2024-2025, the K Street Navigation Center’s projected annual operating cost is \$4,066,990. As discussed in the “Oxnard Navigation Center Operating Agreement with Mercy House for Fiscal Year 2024-2025” report that went to Council’s June 27, 2024 meeting, 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.

In March of 2024, the California State Department of Housing and Community Development (HCD) indicated that the shifting of PLHA funds from one category to another could be done administratively; however in July 2024, HCD directed that we need approval via a resolution from the City Council.

Staff proposes to increase the allocation for the operation of the navigation center currently operating at K Street and the development of the new navigation center caused by delays in the completion of Casa de Carmen. This proposed increase causes a reduction of the allocation to future affordable housing developments. The reduction of funding in the affordable housing category does not remove funding from any approved affordable housing projects. The reduction in the administrative category will not impact the General Fund. The proposed amendment changes the overall five-year allocation for each activity from:

Category	Adopted 5 Year Budget	Proposed Amended 5 Year Budget
Affordable Housing	\$3,422,430	\$958,996
Navigation Center Development	\$347,528	\$887,695
Navigation Center Operations	\$2,833,086	\$4,846,382
Administrative Costs	\$347,529	\$257,501
Total	\$6,950,574	\$6,950,574

Upon City Council approval, staff will submit the adopted resolution and amended City of Oxnard Five-Year Permanent Local Housing Allocation Plan to California State Department of Housing and Community Development seeking an amended standard agreement reflecting the new allocations.

As Entitlement Local government, the City of Oxnard will continue to receive PLHA funds. The next 5 year plan process, covering years 2024 to 2029, will be completed this year. During that process Council will have an opportunity to reallocate additional funding to the various categories.

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. The recommended action is an administrative correction of the PLHA plan.

COMMITTEE OUTCOME

This item did not originate in Committee. The original request approving the PLHA grant application and execution of a standard agreement, amendments, and modifications was approved by the City Council on July 21, 2020.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. PLHA Resolution
2. Amended Five-year Permanent Local Housing Allocation Plan
3. Presentation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING THE APPLICATION AND ADOPTING THE PERMANENT LOCAL HOUSING ALLOCATION PLAN FOR THE PLHA PROGRAM WITH THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT TO RECEIVE AND ADMINISTER THE CITY'S ENTITLEMENT OF FUNDING FROM THE PLHA PROGRAM, THE EXECUTION OF A STANDARD AGREEMENT AND ANY AMENDMENTS THERETO, AND ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM

- I. WHEREAS, the City of Oxnard, a political subdivision of the State of California, wishes to continue to participate and receive funding from the Permanent Local Housing Allocation Program;
- II. WHEREAS, the State of California (the "State"), Department of Housing and Community Development ("Department") is authorized to provide up to \$296 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)));
- III. WHEREAS, the Department issued a Notice of Funding Availability ("NOFA") dated 12/29/2023 under the Permanent Local Housing Allocation (PLHA) Program;
- IV. WHEREAS, the City of Oxnard is an eligible local government who has applied for program funds to administer one or more eligible activities; and
- V. WHEREAS, the Department may approve funding allocations for the PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement, and other contracts between the Department and PLHA grant recipients.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD THAT:

SECTION 1. When the City of Oxnard receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts the City of Oxnard may have with the Department.

SECTION 2. The City of Oxnard is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA, \$6,950,574 in accordance with all applicable rules and laws.

SECTION 3. The City of Oxnard hereby agrees to use the PLHA funds for eligible activities as

approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the City of Oxnard and the Department.

SECTION 4. Pursuant to Section 302(c)(4) of the Guidelines, the City of Oxnard's PLHA Plan for the 2019-2023 Allocations is attached to this resolution, and the City of Oxnard hereby adopts this PLHA Plan and certifies compliance with all public notice, public comment, and public hearing requirements in accordance with the Guidelines.

SECTION 5. The City of Oxnard certifies that it has or will subgrant some or all of its PLHA funds to another entity or entities. Pursuant to Guidelines Section 302(c)(3), "entity" means a housing developer or program operator, but does not mean an administering Local government to whom a Local government may delegate its PLHA allocation.

SECTION 6. The City of Oxnard certifies that its selection process of these subgrantees was, or will be, accessible to the public and avoided or shall avoid any conflicts of interest.

SECTION 7. Pursuant to City of Oxnard's certification in this resolution, the PLHA funds will be expended only for eligible Activities and consistent with all program requirements.

SECTION 8. The City of Oxnard certifies that, if funds are used for the acquisition, construction or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the requirements stated in Guidelines Section 302(c)(6)(A), (B) and (C).

SECTION 9. The City of Oxnard certifies that, if funds are used for the development of an Affordable Rental Housing Development, the Local government shall make PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project, and such loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with a Local government-approved underwriting of the Project for a term of at least 55 years.

SECTION 10. The City of Oxnard shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department;

SECTION 11. City Manager of the City of Oxnard or designee (Housing Director of the City of Oxnard) are authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to the City of Oxnard, as the Department may deem appropriate.

PASSED AND ADOPTED by the City Council of the City of Oxnard this 30TH day of July, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

The undersigned, Officer of City of Oxnard does hereby attest and certify that the Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

ATTEST:

Rose Chaparro, City Clerk

Permanent Local Housing Allocation (PLHA) Formula Allocation

5-Year Plan **Amendment Form**



**Gavin Newsom, Governor
State of California**

**Tomiquia Moss, Secretary
Business, Consumer Services and Housing Agency**

**Gustavo Velasquez, Director
Department of Housing and Community Development**

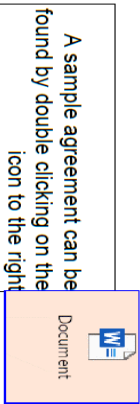
Program Design and Implementation, PLHA Program
2020 West El Camino Avenue, Suite 150, Sacramento, CA 95833

Website: <https://www.hcd.ca.gov/grants-and-funding/programs-active/permanent-local-housing-allocation>

Email: PLHA@hcd.ca.gov

Final Filing Date: June 30, 2027 at 4:00 P.M. PST

PLHA Formula - Amendment for years 2020, 2021, 2022, 2023										Rev. 03/18/24
Eligible Applicant Type:		Entitlement								
Local Government Recipient of PLHA Formula Allocation:		Oxnard								
\$300 Eligible Applicants										
\$300(a) and (b) Eligible Applicants for the Entitlement and Non-Entitlement formula component described in Section §100(b)(1) and (2) are limited to the metropolitan cities and urban counties allocated a grant for the federal fiscal year 2017 pursuant to the federal CDBG formula specified in 42 USC, Section §5306 and Non-entitlement local governments.										
Applicant:		City of Oxnard								
Address:		435 S D Street								
City:	Oxnard	State:	CA	Zip:	93030	County:	Ventura			
Auth Rep Name:		Alexander Nuygen	Title:	City Manager	Auth Rep. Email:		alexander.nuygen@oxnard.org		Phone:	(805) 385-7449
Address:		300 W. Third Street		City:	Oxnard	State:	CA	Zip Code:	93030	
Contact Name:		Emilio Ramirez	Title:	Housing Director	Contact Email:		emilio.ramirez@oxnard.org		Contact Phone:	(805) 312-1774
Address:		435 S D Street		City:	Oxnard	State:	CA	Zip Code:	93030	
\$300(d) Is Applicant delegated by another Local government to administer on its behalf its formula allocation of program funds?										No
\$300(d) If Applicant answered "Yes" above, has the Applicant attached the legally binding agreement required by §300(c) and (d)?										N/A
File Name:		Application and/or Adopting the PLHA Plan (2020-2023 Allocations) Reso		Pursuant to section 302(c)(4) of the Guidelines, Applicant's PLHA Plan for 2020-2023 allocations is attached to this resolution, and Applicant certifies compliance with all public notice, comment, and hearing requirements in accordance with the Guidelines.				Yes	Uploaded to HCD?	Yes



File Name:	Gov TIN	Provide a signed Gov't TIN Form	Uploaded to HCD?	Yes
File Name:	Applicant Delegation Agreement	Legally binding agreement between Delegating and Administering Local Governments (sample provided—just click on icon in row 19, column AH)	Uploaded to HCD?	N/A
\$301 Eligible Activities				
\$301(a) Eligible activities are limited to the following:				Select below:
\$301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to Extremely low-, Very low-, Low-, or Moderate-income households, including necessary operating subsidies.				Yes
\$301(a)(2) The predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas, ADUs shall be available for occupancy for a term of no less than 30 days.				No
\$301(a)(3) Matching portions of funds placed into Local or Regional Housing Trust Funds.				No
\$301(a)(4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.				No
\$301(a)(5) Capitalized Reserves for services connected to the preservation and creation of new permanent supportive housing.				No
\$301(a)(6) Assisting persons who are experiencing or At-risk of homelessness, including, but not limited to, providing rapid re-housing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.				Yes
\$301(a)(7) Accessibility modifications in Lower-income Owner-occupied housing.				No
\$301(a)(8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.				No
\$301(a)(9) Homeownership opportunities, including, but not limited to, down payment assistance.				No

\$301(a)(10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing Projects, or matching funds invested by a county in an affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the Project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the affordable housing Project.	No
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Rev.

03/18/24

\$302(c)(4)(A) Describe the manner in which allocated funds will be used for eligible activities.	The City of Oxnard plans to use PHLA funds for the following activities: 1) To provide gap-financing loans for the creation of affordable housing. PHLA funds will be made available for new construction, acquisition, or rehabilitation of multi-family affordable rental housing including new Permanent Supportive Housing Developments that will be occupied by households with incomes at or below 80% of the Area Median Income (AMI) and at or below 60% AMI. 2) The construction of a new 110 bed Navigation Center. The Navigation Center will be located on the ground floor of a new mixed-use building that will also include 56 permanent supportive housing units. However, PLHA funding directed to this activity will be used for the cost associated with the development of the Navigation Center and will NOT include the costs associated with the development of the PSH units. Funding for the construction of the Navigation Center development will serve households at or below 50%. 3) To pay for operating costs for the City of Oxnard's existing Navigation Center at its temporary location, at scattered emergency shelter locations, and at the new Navigation Center once it is completed will serve households at or below 50% AMI. PLHA funds will also be used to pay for administrative costs to administer PLHA funded activities.
\$302(c)(4)(B) Provide a description of the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below 60 percent of Area Median Income (AMI).	All funding directed towards gap-financing for PHLA-funded rental units will be restricted to households at or below 80% AMI (30% of the funds) and at or below 60% AMI (70% of the funds). Priority for funding may be given to projects providing permanent supportive housing. Funding for the construction of a new navigation center will serve households at or below 50% AMI. Funding directed to operating expenses for the City's existing temporary Navigation Center and New Navigation Center will serve households at or below 50% AMI.
\$302(c)(4)(C) Provide a description of how the Plan is consistent with the programs set forth in the Local Government's Housing Element.	

The following programs identified in the City's Housing Element are related to the activities proposed to be funded with PLHA funds: 1) Program 10: Inclusionary Housing Program, requires new housing developments to reserve a portion of units for lower-income households or provide payment of in-lieu fees as a condition of approval. Through the payment of inclusionary program fees, PLHA funds and in-lieu funds can be leveraged together to produce more affordable units throughout the City than would otherwise be possible with just one funding source and will assist the City in meeting its RHNA requirements. 2) Program 14: Homeless Shelter Development, involves developing a plan to address homelessness in the City including amending the Zoning Code to define and permit supportive and transitional housing as residential uses and to allow emergency shelters with a Special Use Permit throughout the City. 3) Program 15: Homeless Assistance, modeled after the Federal Continuum of Care program this program is to be implemented by the City in phases and includes providing homeless individuals with housing and services appropriate to their range of needs including providing supportive services, emergency shelter, and permanent supportive housing. 4) Program 23: Special Needs Housing, involves identifying funding and assisting in addressing the housing needs of special needs groups including the City's homeless population and facilitating the provision of emergency shelters.

Activities Detail (Activities Detail (Must make a selection on Formula Allocation Application worksheet under Eligible Activities, §301))

§301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households, including necessary Operating subsidies.

§302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for each proposed Affordable Rental Housing Activity.

The PLHA funds will be used to issue gap-financing loans to housing developers for the creation of multifamily affordable rental housing projects that will be occupied by mixed income households with incomes at or below 80% of the Area Median Income. A minimum of 70% of the total funds allocated to this activity will be restricted to households making no more than 60% of the Area Median Income.

Complete the table below for each proposed Affordable Rental Housing Activity to be funded with 2020-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).									
Funding Allocation Year	2021	2021	2022	2022	2023	2023			
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Affordable Rental Housing Activity	5%		65%		65%				
§302(c)(4)(E)(ii) Area Median Income Level Served	80%	60%	80%	60%	80%	60%			TOTAL

\$302(c)(4)(E)(ii) Unmet share of the RHNA at the AML Level Note: complete for years 2020, 2021, 2022 only	13%	13%	13%	13%	13%	13%			0.78
\$302(c)(4)(E)(iii) Projected Number of Households Served	1	1	1	1	1	1			6
\$302(c)(4)(E)(iv) Period of Affordability for the Proposed Affordable Rental Housing Activity (55 years required for rental housing projects)	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	
\$302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity.									
The City of Oxnard has an existing affordable housing development program that provides gap-financing loans to developers for the production of new affordable rental housing within the City of Oxnard. Existing funding for this program comes from the Federal Home Investment Partnerships Program (HOME) and the City's Affordable Housing In-Lieu funds (collected via the City's Inclusionary Housing Ordinance). Funding applications are accepted and funds are awarded year-round by the City's Housing Department. However, funding is based on available funds and City Council approval of funding recommendations for specific projects. PLHA funds will be used as an additional source of funding for the City's existing gap-financing program. Priority may be given to projects proposing to provide permanent supportive housing.									
\$301(a)(6) Assisting persons who are experiencing or At risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.									
\$302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for the proposed Activity.									
PLHA funds will be used for the construction of a new Navigation Center that will include 110 shelter beds, provide supportive services to clients, and provide office space for service providers. The Navigation Center will be located on the ground floor of a new mixed-use building that will include 56 permanent supportive housing (PSH) rental units that will be restricted to households at or below 50% AMI. PLHA funding directed to this activity will be used for the cost associated with the development of the navigation center and will NOT include the costs associated with the development of the PSH units. PLHA funds will also be used for a separate activity that will include payment of a portion of the operating costs at the following locations: the City's existing Navigation Center at its temporary location, scattered emergency shelter sites, and the new Navigation Center once it is completed. A homeless service provider selected and contracted by the City operates the City's existing Navigation Center and will also operate the new Navigation Center when it is completed. During their stay at the existing and new Navigation Center, clients will be offered a robust package of supportive services designed to transition them to permanent housing and cope with underlying issues that are preventing them from becoming housed.									

Complete the table below for each proposed Activity to be funded with 2020-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).									
Funding Allocation Year	2020	2020	2021	2022	2023				
Type of Activity for Persons Experiencing or At Risk of Homelessness	Navigation Center Capital Costs	Navigation Center Operating	Navigation Center Operating	Navigation Center Operating	Navigation Center Operating				
\$302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity	30%	70%	95%	65%	30%				
\$302(c)(4)(E)(ii) Area Median Income Level Served	30%	30%	30%	30%	30%				
\$302(c)(4)(E)(ii) Unmet share of the RHNA at AMI Level Note: complete for years 2020, 2021, 2022 only	N/A	N/A	N/A	N/A	N/A				
\$302(c)(4)(E)(ii) Projected Number of Households Served	110	110	110	110	110				
\$302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity (55 years required for rental housing projects)	M/A	N/A	N/A	N/A	N/A				

\$302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity.

The new Navigation Center development is being built on property previously owned by the City and will be located within a mixed-use, multi-level building that will also include 56 permanent supportive housing (PSH) units, and office space. PLHA funds will be used for costs attributed to development of the new Navigation Center but will NOT include costs associated with the development of the PSH units. The City executed a Development and Disposition Agreement with the developer of the mixed-use building for construction of the new navigation center in March 2021 and construction on the mixed use building began in June 2022. Construction is expected to be completed in 2025. Once completed the Navigation Center will be owned by the developer of the site and will be managed by the City's homeless services provider. The City will also use PLHA funds to pay for shelter operating costs at the following locations: the City's existing Navigation Center at its temporary location, scattered emergency shelter sites, and at the City's new Navigation Center once it is completed. The City will use other funding sources in addition to PLHA funds to fully fund operating costs of the existing Navigation Center, the scattered emergency shelter sites, and the new Navigation Center after it is built.

File Name:	Plan Adoption Reso	Uploaded to HCD?	Yes
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Application Development Team (ADT) Support Form

Rev. 03/18/24

Please complete the "yellow" cells in the form below and email a copy to: PLHA@hcd.ca.gov. A member of the Application Development Team will respond to your request within ASAP.

Full Name:		Date Requested:		Application Version Date:				
Organization:		Email:	Contact Phone:					
Issue #	Program Name & Round	Tab	Section	Cell#	Update/Comment	Urgency	ADT Status	Status Date
1	PLHA Supp App							
2	PLHA Supp App							

3	PLHA Supp App							
4	PLHA Supp App							
5	PLHA Supp App							
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24	PLHA Supp App							
25	PLHA Supp App							

Permanent Local Housing Allocation (PLHA) Formula Allocation

5-Year Plan **Amendment Form**



**Gavin Newsom, Governor
State of California**

**Tomiquia Moss, Secretary
Business, Consumer Services and Housing Agency**

**Gustavo Velasquez, Director
Department of Housing and Community Development**

Program Design and Implementation, PLHA Program
2020 West El Camino Avenue, Suite 150, Sacramento, CA 95833

Website: <https://www.hcd.ca.gov/grants-and-funding/programs-active/permanent-local-housing-allocation>

Email: PLHA@hcd.ca.gov

**Final Filing Date: June 30, 2027
at 4:00 P.M. PST**

PLHA Formula - Amendment for years 2020, 2021, 2022, 2023										Rev. 03/18/24	
Eligible Applicant Type:		Entitlement									
Local Government Recipient of PLHA Formula Allocation:										Oxnard	
§300 Eligible Applicants											
§300(a) and (b) Eligible Applicants for the Entitlement and Non-Entitlement formula component described in Section §100(b)(1) and (2) are limited to the metropolitan cities and urban counties allocated a grant for the federal fiscal year 2017 pursuant to the federal CDBG formula specified in 42 USC, Section §5306 and Non-entitlement local governments.											
Applicant:		City of Oxnard									
Address:		435 S D Street									
City:	Oxnard	State:	CA	Zip:	93030	County:	Ventura				
Auth Rep Name:		Alexander Nuygen		Title:		City Manager		Auth Rep. Email:		alexander.nguyen@oxnard.org	
Address:		300 W. Third Street				City:	Oxnard	State:	CA	Zip Code:	93030
Contact Name:		Emilio Ramirez		Title:		Housing Director		Contact Email:		emilio.ramirez@oxnard.org	
Address:		435 S D Street				City:	Oxnard	State:	CA	Zip Code:	93030
§300(d) Is Applicant delegated by another Local government to administer on its behalf its formula allocation of program funds?										No	
§300(d) If Applicant answered "Yes" above, has the Applicant attached the legally binding agreement required by §300(c) and (d)?								A sample agreement can be found by double clicking on the icon to the right 		N/A	
File Name:	Application and/or Adopting the PLHA Plan (2020-2023 Allocations) Reso			Pursuant to section 302(c)(4) of the Guidelines, Applicant's PLHA Plan for 2020-2023 allocations is attached to this resolution, and Applicant certifies compliance with all public notice, comment, and hearing requirements in accordance with the Guidelines.				Yes	Uploaded to HCD?		Yes
File Name:	Gov TIN			Provide a signed Gov't TIN Form				Uploaded to HCD?		Yes	
File Name:	Applicant Delegation Agreement			Legally binding agreement between Delegating and Administering Local Governments (sample provided—just click on icon in row 19, column AH)				Uploaded to HCD?		N/A	
§301 Eligible Activities											
§301(a) Eligible activities are limited to the following:										Select below:	
§301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to Extremely low-, Very low-, Low-, or Moderate-income households, including necessary operating subsidies.										Yes	
§301(a)(2) The predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.										No	
§301(a)(3) Matching portions of funds placed into Local or Regional Housing Trust Funds.										No	
§301(a)(4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.										No	
§301(a)(5) Capitalized Reserves for services connected to the preservation and creation of new permanent supportive housing.										No	
§301(a)(6) Assisting persons who are experiencing or At-risk of homelessness, including, but not limited to, providing rapid re-housing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.										Yes	
§301(a)(7) Accessibility modifications in Lower-income Owner-occupied housing.										No	
§301(a)(8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.										No	
§301(a)(9) Homeownership opportunities, including, but not limited to, down payment assistance.										No	
§301(a)(10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing Projects, or matching funds invested by a county in an affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the Project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the affordable housing Project.										No	

§302(c)(4) Plan																Rev. 03/18/24	
§302(c)(4)(A) Describe the manner in which allocated funds will be used for eligible activities. The City of Oxnard plans to use PLHA funds for the following activities: 1) To provide gap-financing loans for the creation of affordable housing. PLHA funds will be made available for new construction, acquisition, or rehabilitation of multi-family affordable rental housing including new Permanent Supportive Housing Developments that will be occupied by households with incomes at or below 80% of the Area Median Income (AMI) and at or below 50% AMI. 2) The construction of a new 110 bed Navigation Center. The Navigation Center will be located on the ground floor of a new mixed-use building that will also include 56 permanent supportive housing units. However, PLHA funding directed to this activity will be used for the cost associated with the development of the Navigation Center and will NOT include the costs associated with the development of the PSH units. Funding for the construction of the Navigation Center development will serve households at or below 50%. 3) To pay for operating costs for the City of Oxnard's existing Navigation Center at its temporary location, at scattered emergency shelter locations, and at the new Navigation Center once it is completed will serve households at or below 50% AMI. PLHA funds will also be used to pay for administrative costs to administer PLHA funded activities.																	
§302(c)(4)(B) Provide a description of the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below 60 percent of Area Median Income (AMI). All funding directed towards gap-financing for PLHA-funded rental units will be restricted to households at or below 80% AMI (30% of the funds) and at or below 60% AMI (70% of the funds). Priority for funding may be given to projects providing permanent supportive housing. Funding for the construction of a new navigation center will serve households at or below 50% AMI. Funding directed to operating expenses for the City's existing temporary Navigation Center and New Navigation Center will serve households at or below 50% AMI.																	
§302(c)(4)(C) Provide a description of how the Plan is consistent with the programs set forth in the Local Government's Housing Element. The following programs identified in the City's Housing Element are related to the activities proposed to be funded with PLHA funds: 1) Program 10: Inclusionary Housing Program, requires new housing developments to reserve a portion of units for lower-income households or provide payment of in-lieu fees as a condition of approval. Through the payment of inclusionary program fees, PLHA funds and in-lieu funds can be leveraged together to produce more affordable units throughout the City than would otherwise be possible with just one funding source and will assist the City in meeting its RHNA requirements. 2) Program 14: Homeless Shelter Development, involves developing a plan to address homelessness in the City including amending the Zoning Code to define and permit supportive and transitional housing as residential uses and to allow emergency shelters with a Special Use Permit throughout the City. 3) Program 15: Homeless Assistance, modeled after the Federal Continuum of Care program this program is to be implemented by the City in phases and includes providing homeless individuals with housing and services appropriate to their range of needs including providing supportive services, emergency shelter, and permanent supportive housing. 4) Program 23: Special Needs Housing, involves identifying funding and assisting in addressing the housing needs of special needs groups including the City's homeless population and facilitating the provision of emergency shelters.																	
Activities Detail (Activities Detail (Must make a selection on Formula Allocation Application worksheet under Eligible Activities, §301))																	
§301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, low-, or moderate-income households, including necessary Operating subsidies.																	
§302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for each proposed Affordable Rental Housing Activity. The PLHA funds will be used to issue gap-financing loans to housing developers for the creation of multifamily affordable rental housing projects that will be occupied by mixed income households with incomes at or below 80% of the Area Median Income. A minimum of 70% of the total funds allocated to this activity will be restricted to households making no more than 60% of the Area Median Income.																	
Complete the table below for each proposed Affordable Rental Housing Activity to be funded with 2020-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).																	
Funding Allocation Year	2022	2022	2023	2023													
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Affordable Rental Housing Activity	30%		65%														
§302(c)(4)(E)(ii) Area Median Income Level Served	80%	60%	80%	60%											TOTAL		
§302(c)(4)(E)(ii) Unmet share of the RHNA at the AMI Level <i>Note: complete for years 2020, 2021, 2022 only</i>	13%	13%	13%	13%											0.52		
§302(c)(4)(E)(ii) Projected Number of Households Served	1	1	1	1											4		
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Affordable Rental Housing Activity(55 years required for rental housing projects)	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years			
§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity. The City of Oxnard has an existing affordable housing development program that provides gap-financing loans to developers for the production of new affordable rental housing within the City of Oxnard. Existing funding for this program comes from the Federal Home Investment Partnerships Program (HOME) and the City's Affordable Housing In-Lieu funds (collected via the City's Inclusionary Housing Ordinance). Funding applications are accepted and funds are awarded year-round by the City's Housing Department. However, funding is based on available funds and City Council approval of funding recommendations for specific projects. PLHA funds will be used as an additional source of funding for the City's existing gap-financing program. Priority may be given to projects proposing to provide permanent supportive housing.																	
§301(a)(6) Assisting persons who are experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.																	
§302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for the proposed Activity. PLHA funds will be used for the construction of a new Navigation Center that will include 110 shelter beds, provide supportive services to clients, and provide office space for service providers. The Navigation Center will be located on the ground floor of a new mixed-use building that will include 56 permanent supportive housing (PSH) rental units that will be restricted to households at or below 50% AMI. PLHA funding directed to this activity will be used for the cost associated with the development of the navigation center and will NOT include the costs associated with the development of the PSH units. PLHA funds will also be used for a separate activity that will include payment of a portion of the operating costs at the following locations: the City's existing Navigation Center at its temporary location, scattered emergency shelter sites, and the new Navigation Center once it is completed. A homeless service provider selected and contracted by the City operates the City's existing Navigation Center and will also operate the new Navigation Center when it is completed. During their stay at the existing and new Navigation Center, clients will be offered a robust package of supportive services designed to transition them to permanent housing and cope with underlying issues that are preventing them from becoming housed.																	
Complete the table below for each proposed Activity to be funded with 2020-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).																	
Funding Allocation Year	2020	2020	2021	2022	2023												
Type of Activity for Persons Experiencing or At Risk of Homelessness	Navigation Center Capital Costs	Navigation Center Operating	Navigation Center Operating	Navigation Center Operating	Navigation Center Operating												
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity	30%	70%	95%	65%	30%												
§302(c)(4)(E)(ii) Area Median Income Level Served	30%	30%	30%	30%	30%										TOTAL		
§302(c)(4)(E)(ii) Unmet share of the RHNA at AMI Level <i>Note: complete for years 2020, 2021, 2022 only</i>	N/A	N/A	N/A	N/A	N/A										0		
§302(c)(4)(E)(ii) Projected Number of Households Served	110	110	110	110	110										550		
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity(55 years required for rental housing projects)	M/A	N/A	N/A	N/A	N/A												
§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity. The new Navigation Center development is being built on property previously owned by the City and will be located within a mixed-use, multi-level building that will also include 56 permanent supportive housing (PSH) units, and office space. PLHA funds will be used for costs attributed to development of the new Navigation Center but will NOT include costs associated with the development of the PSH units. The City executed a Development and Disposition Agreement with the developer of the mixed-use building for construction of the new navigation center in March 2021 and construction on the mixed use building began in June 2022. Construction is expected to be completed in 2025. Once completed the Navigation Center will be owned by the developer of the site and will be managed by the City's homeless services provider. The City will also use PLHA funds to pay for shelter operating costs at the following locations: the City's existing Navigation Center at its temporary location, scattered emergency shelter sites, and at the City's new Navigation Center once it is completed. The City will use other funding sources in addition to PLHA funds to fully fund operating costs of the existing Navigation Center, the scattered emergency shelter sites, and the new Navigation Center after it is built.																	
File Name:	Plan Adoption Reso				§302(c)(4)(D) Evidence that the Plan was authorized and adopted by resolution by the Local jurisdiction and that the public had an adequate opportunity to review and comment on its content.						Uploaded to HCD?						Yes

Application Development Team (ADT) Support Form

Rev. 03/18/24

Please complete the "yellow" cells in the form below and email a copy to: PLHA@hcd.ca.gov. A member of the Application Development Team will respond to your request within ASAP.

Full Name:		Date Requested:		Application Version Date:	
Organization:		Email:		Contact Phone:	

Issue #	Program Name &	Tab	Section	Cell#	Update/Comment	Urgency	ADT Status	Status Date
1	PLHA Supp App							
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25	PLHA Supp App							

Amendment to City's Five-Year Permanent Local Housing Allocation Plan

Emilio Ramirez, Director
Housing Department
City Council
July 30, 2024

1. In 2017, Senate Bill 2 known as the Building Homes and Jobs Act, created the first permanent source of funding for affordable housing in California.
2. Revenue is generated through recording fees on real estate transactions that will fluctuate from year to year depending upon activity.
3. 70% of revenues collected are to be used to provide financial assistance to local governments for eligible housing and homelessness activities through the Permanent Local Housing Allocation program.
4. Grant funding is non-competitive for entitlement Cities and funding amounts are determined by using the same formula prescribed under federal law for the Community Development Block Grant.
5. The City of Oxnard is an entitlement local government and has received an allocation of approximately \$6,950,574 from Permanent Local Housing Allocation Program covering years 2019- 2023.

1. On July 21, 2020, the City Council approved a resolution adopting the City of Oxnard Five-Year Permanent Local Housing Allocation (PLHA) Plan, which authorizes the use of PLHA funds, for eligible activities including
 - a. Affordable Rental Housing;
 - b. Development of the navigation center at Casa de Carmen;
 - c. Operation of a navigation center; and
 - d. Administrative costs.
2. PLHA funds have been, and continue to be, used to support the development of the navigation center at Casa de Carmen and operation of the K Street Navigation Center.
3. Due to the K Street Navigation Center being in the airport path the County stopped providing funding for the operation.
4. Delays in the construction of the Casa de Carmen project require operating the K Street Navigation Center, resulting in a funding gap.

1. For fiscal year 2024-2025, the K Street Navigation Center's projected annual operating cost is \$4,066,990.
2. As approved by Council on June 27, 2024 meeting, 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.
3. In March of 2024, the California State Department of Housing and Community Development (HCD) indicated that the shifting of PLHA funds from one category to another could be done administratively; however in July 2024, HCD directed that we need approval via a resolution from the City Council.

Proposed Amendment to the Five Year Plan

5

Category	Adopted 5 Year Budget	Proposed Amended 5 Year Budget
Affordable Housing	\$3,422,430	\$958,996
Navigation Center Development	\$347,528	\$887,695
Navigation Center Operations	\$2,833,086	\$4,846,382
Administrative Costs	\$347,529	\$257,501
Total	\$6,950,574	\$6,950,574

1. The reduction of funding in the affordable housing category does not remove funding from any approved affordable housing projects.
2. The reduction in the administrative category will not impact the General Fund.
3. Upon City Council approval, staff will submit the adopted resolution and amended City of Oxnard Five-Year Permanent Local Housing Allocation Plan to California State Department of Housing and Community Development seeking an amended standard agreement reflecting the new allocations.
4. As Entitlement Local government, the City of Oxnard will continue to receive PLHA funds. The next 5 year plan process, covering years 2024 to 2029, will be completed this year.

That the City Council:

1. Conduct a public hearing to receive comments relating to a proposed amendment to the City of Oxnard Five-Year Permanent Local Housing Allocation Plan; and
2. Adopt a resolution to amend to the City of Oxnard Five-Year Permanent Local Housing Allocation Plan.



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.1

DATE: July 30, 2024

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Construction Contract Increase for Pleasant Valley Restroom Project. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize an additional project contingency in the amount of \$2,911.56 to Agreement A-8485 with NoHo Constructors for a new not-to-exceed contract value of \$242,161.56.

(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/csbXQmowfEw>

BACKGROUND

This project included removing the existing bathroom at Pleasant Valley Park, which was unusable and out of service, and replacing it with a prefabricated Exeloo restroom. The Exeloo restroom had been pre-purchased by the City. The City's contractor, NoHo Constructors, is providing construction services to install it. The construction contract for this project was originally approved by the City Council on July 19, 2022, for \$217,500 with a project construction contingency of \$21,750.

Capital Improvement Program (CIP) Reference:

Project No. **C2305** – Public Restroom Improvements - CIP 2025-2029 - Adopted June 4, 2024.

DISCUSSION

Due to a significant and unforeseen delay by Southern California Edison (SCE) in providing permanent electrical service, and a related SCE requirement to install additional electrical components, the demolition and replacement of the restroom at Pleasant Valley Park has incurred unforeseen and unplanned costs. This is not uncommon when dealing with existing old infrastructure (e.g. utilities) in a public setting (park site). The Contract Change Order (CCOs) required due to these unforeseen circumstances were:

- CCO#1: Providing temporary power during construction. The original controller was located inside the existing restroom that was demolished. The contractor needed to install metered service to supplement temporary power to the park's lighting and irrigation system during construction. Total amount: \$7,280.82
- CCO#2: Upsizing the electrical conduit. The power feeder from the transformer was direct burial and could not be reused and it had to be replaced with a 3" conduit. Total amount: \$14,210
- CCO#3: Miscellaneous changes regarding site work, demolition, and reconstruction: \$7,170.74

Offsetting a portion of these costs, a contract credit of \$4,000 was provided by the contractor for changes in the landscape plan (change from installing grass sod to installing grass seed).

In summary:

Original contract contingency amount:	\$21,750.00
Change Orders (1, 2):	- \$21,490.82
Remaining Contingency (after CCO's 1 & 2):	+ \$259.18
Credit from contractor for sod:	+ \$4,000.00
Change Order 3:	- \$7,170.74

Additional construction contingency needed:	(\$2,911.56)
---	--------------

Staff recommends adding construction contingency and increasing the contract value in the amount of \$2,911.56 to this contract to cover the contract change orders necessary to complete the work.

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 total cost for the additional contingency needed for these Projects is \$2,911.56 which brings the total not-to-exceed value of the contract from \$239,250.00 to \$242,161.56 with NoHo Constructors. The project, Public Restrooms Improvements Project C2305, has existing funds in the General Fund (101) and corresponding Capital Outlay Fund (301), sufficient enough to cover this contract contingency increase.

COMMITTEE OUTCOME

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

Prepared by: Morgan Kessler, City Engineer

ATTACHMENTS

1. A-8485 NoHo Constructors PW 21-84
2. July 19 2022 Staff Report Item K2
3. Presentation

CONTRACT

**CITY OF OXNARD CONTRACT FOR
PLEASANT VALLEY PARK RESTROOM PROJECT
SPECIFICATION NO. PW 21-84
HUD Agreement No. B-19-MC-06-0534**

THIS CONTRACT ("Contract") is made and entered this 28th day of July, 2022 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and NOHO CONTRACTORS ("Contractor"). Contractor's license number is 1028269.

In consideration of the covenants set forth herein, the parties hereto agree as follows:

1. Incorporation. The Contract consists of all Contract Documents, which shall include:

- The Notice Inviting Bids
- Instructions to Bidders
- General Provisions
- Grant and Federal Provisions
- Special Provisions
- Supplemental Special Provisions
- Plans, Standard Plans
- Greenbook
- Appendix A "Earth Systems Pacific Geotechnical Engineering Report"
- Appendix B "Exeloo Jupiter Restroom Units Installation Procedures and Guidelines"
- Appendix C "Exeloo Jupiter 22DD Platinum Twin Accessible Drawings"
- Appendix D "HUD LR01.DG Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects"
- Appendix E "Davis Bacon Act Wage Decision"
- Appendix F "Section 3 Business Interest Forms"
- Appendix G, "Federal Labor Standards Provisions Form HUD 4010"
- Appendix H "HUD Agreement No. B-19-MC-06-0534"
- Appendix I "Inter-Departmental Agreement for Use of CDBG Funds"
- Exhibit A Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award)
- HUD-2530 Form Previous Participation Certification
- HUD-51000 Schedule of Amounts for Contract Payments (Exhibit B)
- HUD-5369-A Representations, Certifications, and Statements of Bidders
- Insurance documentation as set forth in Exhibit INS-E
- Bonds
- City business license
- Permits from regulatory agencies
- Addenda
- Change Orders and Supplemental Agreements

The documents above are incorporated herein by reference. The Appendices listed above are included as part of the Contract Documents.

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Pleasant Valley Park Restroom Project, Specification No. PW 21-84 ("Project"), as described in this Contract and in the incorporated Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of Two hundred seventeen thousand five hundred dollars (\$217,500) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "A" and incorporated herein by this reference.

4. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

5. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. Copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are 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 registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.

6. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

7. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

8. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

9. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project, and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.

10. Amendment. No Contract modification, amendment or supplement to this Contract other than Change Orders will be binding unless written and signed by the parties' duly authorized representatives.

11. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the first written above.

CITY OF OXNARD

NOHO CONSTRUCTORS

☒ John C. Zaragoza, Mayor^a Date
☐ Alexander Nguyen, City Manager
☐ Purchasing Manager
☐ Buyer

 Bryce Greenstein, President^b 7/28/2022
 Date

 Vananda Nani Cholakians, 7/28/2022
 Chief Financial Officer Date

ATTEST:

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

APPROVED AS TO FORM:

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

^a 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.

^b The City requires the following for any contract:

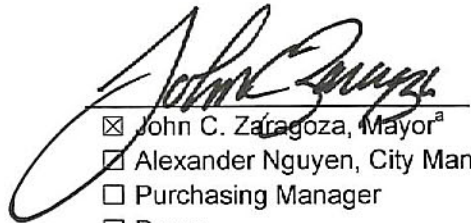
- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature 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 first written above.

CITY OF OXNARD

NOHO CONSTRUCTORS

 7-19-22
☒ John C. Zaragoza, Mayor^a Date
☐ Alexander Nguyen, City Manager
☐ Purchasing Manager
☐ Buyer

 Bryce Greenstein, President^b Date

ATTEST:

 Vananda Nani Cholakians,
 Chief Financial Officer Date

 7/19/22
 Rose Chaparro, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

 for 7/11/2022
 Stephen M. Fischer, City Attorney (always required) Date

^a 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.

^b 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.

BID PACKET

CITY OF

OXNARD



CALIFORNIA

FOR

PLEASANT VALLEY PARK RESTROOM PROJECT

SPECIFICATION NO. PW 21-84

HUD AGREEMENT NO. B-19-MC-06-0534

Submitted by:

Contractor's Name: NoHo Constructors

Address: 11012 Ventura Blvd. Suite 1259

City: Studio City State: CA Zip Code: 91604

Contact Person: Bryce Greenstein Phone: (818) 642-7270

Email: bryce@nohoconstructors.com Date: 06/14/2022

**BID FOR PLEASANT VALLEY PARK RESTROOM PROJECT
SPECIFICATION NO. PW 21-84
HUD Agreement No. B-19-MC-06-0534**

The undersigned, as Bidder, declares that:

1. The Bidder has carefully examined the Contract Documents, all Addenda, and the Pleasant Valley Park Restroom Project ("Project") site and is satisfied as to the conditions, character, quality and quantities of Work to be performed, and the materials to be furnished.
2. The Bid includes all taxes, fees and costs, and as such is the total amount required for the Bidder to complete this Project in accordance with the Contract Documents.
3. The Bidder is properly licensed by the State as a contractor to perform this type of Work.

The undersigned, as Bidder, agrees to the following:

- A. The submission of this Bid shall be conclusive evidence that the Bidder has examined and investigated the surface, subsurface and other conditions affecting the Work, including also the groundwater conditions, transportation, the disposal, handling and storage of materials, and the availability of labor, water, electric power, roads and the equipment and facilities needed for the Work. No information derived from an inspection of records or investigation will relieve the Bidder from its obligations under the Contract Documents nor entitle the Bidder to any additional compensation. The Bidder shall not make any claim, including for additional compensation, against the City based upon ignorance or misunderstanding of any condition of the Project site or of the Contract Documents' or any Addendum's requirements.
- B. Accompanying this Bid is a permissible form of Bid security in an amount equal to at least ten percent (10%) of the total Bid price submitted. The Bid security is given as a guarantee that, if selected, the Bidder will execute the Contract in conformity with the Contract Documents, provide evidence of all required insurance, provide a copy of its City business license and furnish the Performance and Payment Bonds (as well as a photocopy of each Bond)—each in the amount of one hundred percent (100%) of the Contract Price—within fourteen (14) Calendar Days of the date of delivery of the Contract to the Bidder. If the Bidder refuses or fails to do so, the City may award the Contract to the next lowest responsible Bidder, and this Bid security may be forfeited to the City as permitted by law.
- C. In the event the Contract is awarded to the Bidder, the Bidder shall execute the Contract to perform the Project in accordance with the Contract Documents. Should the undersigned be awarded the Contract and thereafter fail or refuse to execute the Contract and provide the required evidence of its City business license, insurance and Bonds (plus photocopies) within fourteen (14) Calendar Days after the Contract award, then the Bid Bond, cash, cashier's check or certified check shall be forfeited to the City to the extent permitted by law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 06/14/2022 [date], at Studio City [city], CA [state].

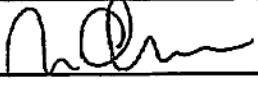
Bidder's Name (Company): NoHo Constructors

Signature: 

Print: Bryce Greenstein

Title: President

Date: 06/14/2022

Signature: 

Print: Nani Cholakians

Title: CFO

Date: 06/14/2022

CITY OF OXNARD

BID SHEETS FOR PLEASANT VALLEY PARK RESTROOM PROJECT
SPECIFICATION NO. PW 21-84
HUD Agreement No. B-19-MC-06-0534

Bidder's Name: NoHo Constructors

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Engineer at the following prices:

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/Demobilization (maximum of 5% of Total Bid Price)	1001-3	LS	1	10,000	\$ 10,000.00
2	Storm Water Management	1010-3	LS	1	6,700	\$ 6,700.00
3	PCC Sidewalk	1007-6	SF	1,032	\$ 20.00	\$ 20,640.00
4	Install Pre-Fabricated Exeloo Restroom	1011-4	LS	1	38,000	\$ 38,000.00
5	Demolish Existing CMU Restroom	1012-4	LS	1	41,450	\$ 41,450.00
6	Demolish Concrete Sidewalk	1007-6	LS	1	20,000	\$ 20,000.00
7	Unclassified Excavation	1005-4	CY	92	\$ 90.00	\$ 8,280.00
8	Class 2 Aggregate Base	1006-4	TONS	96	\$ 140.00	\$ 13,440.00
9	Relocate Existing Trash Receptacle	1013-4	LS	1	500	\$ 500.00
10	Drinking Fountain	1015-4	LS	1	6000	\$ 6000.00
11	Electrical Service Reconnection	1016-4	LS	1	25,000	\$ 25,000.00
12	Sidewalk Drain Pipes	1014-4	LS	1	6000	\$ 6,000

EXHIBIT A

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
13	Landscape – Planting (Sod)	1017-4	SF	1,172	\$ 7.50	\$ 8,790.00
14	Landscape – Irrigation Modifications	1018-4	LS	1	11,000	\$ 11,000.00
15	Landscape – 90 Day Maintenance Period	1019-4	LS	1	1,700	\$ 1,700.00
TOTAL BID PRICE:					\$ 217,500.00	

Note: Several items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 7-3.5.1. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE IN DIGITS: \$ 217,500.00

TOTAL BID PRICE IN WORDS: Two Hundred Seventeen Thousand Five Hundred dollars

Contractor must complete all Work within sixty-five (65) Working Days of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda

Addendum: Date Received:
 #01 05/10/2022
 #02 05/17/2022

Addendum: Date Received: # 6/13/22
 #03 05/18/2022 #6
 #04 05/20/2022 #17 6/13/22
 #05 06/09/2022 #8 6/13/22

Bidder's Name (Company): NoHo Constructors

Signature: 
 Print: Bryce Greenstein

Title: President
 Date: 06/14/2022

Signature: 
 Print: Nani Cholakians

Title: CFO
 Date: 06/14/2022

QUESTIONNAIRE FORM

Prime ☐ Sub-contractor (This form must be completed by and for each).

Fill out all of the following information. Attach additional sheets if necessary. Do not leave any question blank. If the question does not apply, write "N/A."

- (1) Name of Firm: NoHo Constructors
- (2) If the Firm's name is a fictitious name, what is the full name of the registered owner?
n/a
* If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement with your submitted Bid.
- (3) Business Address: 11012 Ventura Blvd. Suite 1259, Studio City CA 91604
Phone 1: (818) 642-7270 Phone 2: n/a
Email: bryce@nohoconstructors.com
- (4) Type of Firm (Partnership, LLC, Corporation, S-Corp, etc.): Corporation
Organized under the laws of the State of: California
- (5) California State Contractor's License Number and Class: 1028269, A and B
Original Date Issued: 06/23/2017 Expiration Date: 06/30/2023
- (6) DIR Contractor Registration Number: 1000050650
- (7) List the person who attended the mandatory pre-Bid meeting or site visit for your firm:
Name: Bryce Greenstein Title: President
- (8) Please attach a brief biography/resume of the company, including the following information: (a) Year Firm Established; (b) Year Firm Established in California; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).
- (9) Does the Firm have a minimum of three (3) consecutive years of current experience in the type of Work related to the Project, and is this experience in actual operation of the Bidder with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work? Circle one: **YES** NO
- (10) List the names, titles, addresses and phone numbers of all individuals, members, partners, joint venturers and company officers having a principal interest in this Firm:

Bryce Greenstein, President, 11012 Ventura Blvd. Suite 1259, Studio City CA 91604. (818) 642-7270.

V. Nani Cholakians, CFO/Vice President, 11012 Ventura Blvd. Suite 1259, Studio City CA 91604. (818) 642-7270.

EXHIBIT A

- (11) List all current and prior aliases, and provide all filed fictitious business names ("doing business as"), for any principal having interest in this Bid:**

N/A

- (12) Identify Principals/Partners in Firm and submit a brief professional resume for each:**

Name	Title	% of Ownership
Bryce Greenstein	President	100

- (13) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit a brief resume for each. (Do not duplicate any resumes required above):**

Name	Title
Barry Greenstein	Superintendent

- (14) **Bidder Diversity Statement.** You must mark all the following that apply to the ownership of this firm and enter where provided enter the correct percentage (%) of ownership of each:

**Caucasian
American (Male)
50 %**

Public-Held Corporation %

Government Agency _____ %

**Non-Profit
Organization** _____%

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following):

Resident-Owned*	African American	Native American	Hispanic American	Asian/Pacific American	Hasidic Jew	Asian/Indian American
_____ %	_____ %	_____ %	_____ %	<u>50</u> %	_____ %	_____ %

Woman-Owned (MBE)	Woman-Owned (Caucasian)	Disabled Veteran	Other (Specify):
%	%	100 %	%

WMBE Certification Number: _____

Certified by (What Agency): _____

(NOTE: A WMBE CERTIFICATION/NUMBER IS NOT REQUIRED TO BID – ENTER IF AVAILABLE)

- (15) List the dates of any voluntary and involuntary bankruptcy judgments against any principal having an interest in this Bid:

N/A

- (16) For all arbitrations, lawsuits, settlements and the like (in/out of court) that the Firm or any principal with an interest in this Bid has been involved with in the past five (5) years:

- a. List the names, addresses and phone numbers of the parties' contact persons:

N/A

- b. Briefly summarize the parties' claims and defenses:

N/A

- c. State the tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and the outcome:

N/A

- (17) If the Firm or any principal having an interest in this Bid has ever had a contract terminated by the owner or agency, explain below:

N/A

- (18) If the Firm or any principal having an interest in this Bid ever failed to complete a project, explain below:

N/A

- (19) If the Firm or any principal having an interest in this Bid has ever been terminated for cause, even if it was converted to a "termination of convenience," explain below:

N/A

EXHIBIT A

For the final questions, the word "you" and "your" shall refer to the Firm and all individuals, members, partners, joint venturers and company officers having a principal interest in this Bid.

(20) For projects that the Firm or any principal having an interest in this Bid has been involved with in the last five (5) years, did you have any claims or actions:

- | | | |
|--|-----------------|-------------------------------------|
| a. By you against the owner? | Circle one: Yes | ☒ No |
| b. By the owner against you? | Circle one: Yes | ☒ No |
| c. By any agency or individual for labor compliance? | Circle one: Yes | ☒ No |
| d. By Subcontractors? | Circle one: Yes | ☒ No |
| e. Are any such claims/actions unresolved/outstanding? | Circle one: Yes | ☒ No |

If your answer is "yes" to any part or parts of this question, explain.

(21) List the last three (3) projects, if any, you have worked on or are currently working on for the City of Oxnard:

1. N/A
2. _____
3. _____

Upon request of the City, the Firm shall furnish evidence showing a notarized financial statement, financial data, construction experience or other additional information.

The Firm certifies under penalty of perjury under the laws of the State of California that the information provided in this Questionnaire Form is true and correct.

Signature: 
 Print: Bryce Greenstein

Title: President
 Date: 06/14/2022 6/16/22
BG

Signature: 
 Print: Nani Cholakians

Title: CFO
 Date: 06/14/2022- 6/16/22
VNC

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

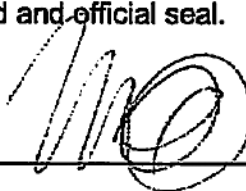
State of California
County of LOS ANGELES

On 6-16-22 before me, Monique Charlie Petrossian, Notary Public
(insert name and title of the officer)

personally appeared BYRCE GREGGSTEIN AND NANI CHOLAKIAN
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



QUESTIONNAIRE FORM
B8

This Questionnaire Form must be notarized below.

State of California)

County of _____) ss

City of _____)

On _____ before me, _____

(insert name and title of the officer) personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature _____

(Seal)

Bryce Greenstein
11012 Ventura Blvd. Suite 1259
Studio City, CA 91604
bryce@nohoconstructors.com (818) 642-7270

EXPERIENCE

NoHo Constructors (a general engineering construction firm)
Founder, President, and Manager, North Hollywood, CA

Oct 2016 to Present

- Managed and was responsible for all operations of the business in its planning and execution of multiple civil engineering projects valued at over \$5M, which included multiple trades, heavy equipment operations, and work crews with a dozen personnel.
- Supervised and coordinated all phases of the bidding process on over 70 projects, to include securing bonding, meeting insurance requirements, soliciting quotes, submitting RFI's, estimating construction and overhead costs, and analyzing project schedules.
- Served as the lead project manager on 19 projects responsible for their successful completion, contract compliance with both the project owner and subcontractors, certifying weekly payroll, submitting pay requests and paying vendors and subcontractors, producing and adhering to construction schedules, and approving change orders prior to owner submission.
- Established the company's standard operating procedures to ensure all projects were completed without liquidated damages, without any accidents, and while meeting set profit margins.
- Ensured the company's full compliance with all current building and labor codes by thoroughly researching project specifications.

LICENSES: California State Licensing Board holder of the Class A (General Engineering) and Class B (General Building) licenses.

NoHo Constructors

11012 Ventura Blvd. Suite 1259
Studio City, CA 91604
(818) 642-7270

RE Pleasant Valley Park Restroom Project, Questionnaire Form #8, Company Biography:

Corporation established in 2017

CA License# 1028269
Classification "A" and "B"
Issued 06/23/2017
Expires 06/30/2023

To date, 19 public works contracts totaling 4.09 million dollars have been completed with agencies in Los Angeles, Ventura, and San Bernardino Counties.

EXHIBIT A

Barry Greenstein
11012 Ventura Blvd. Suite 1259
Studio City, CA 91604
barry@nohoconstructors.com (626) 318-8557

EXPERIENCE

Project Manager in NoHo Constructors (a public works, GC company)	2016 - Present
Participating Partner in LandShapes (a public works, GC company)	1993 - 2015

- Project manager for over 200 projects including the following:
 - **North Hollywood Multi-Generational Center project for the City of Los Angeles, a \$1.9M contract.** Successfully managed the construction of: a 1500 square foot, wood frame building, 2 acres of earthwork preparation, 2 steel frame, 1000 square foot picnic structures, 75 pieces of site amenities (exercise equipment, picnic tables, etc.), 1.5 acres of landscaping and irrigation, 25 space, asphalt parking lot, while supervising 8 employees over the course of 400 days.
 - **Allso Canyon Park for the City of Los Angeles, a \$1.4M contract.** Successfully managed the construction of: a 30 foot, steel pedestrian bridge, a 1500 square foot equestrian riding ring, a 300 square foot prefabricated bathroom (including all utilities), a 40 space, aggregate base parking lot, a half mile meandering walking trail, 2.4 acres of landscaping and irrigation, a 1500 square foot steel picnic shelter, while supervising 10 employees over the course of 1 year. Additionally, he completed the project on time despite encountering unknown groundwater conditions requiring significant remediation.
 - **Griffith Manor Park for the City of Glendale, a \$1.1M contract.** Successfully managed the construction of: 3 concrete drywells, totaling 1000 cubic feet, 5000 lineal feet of 4" drain pipe, a 1500 square foot masonry and wood frame recreation room, a full size basketball court with 400 lineal feet fence, a 12 space parking lot, 4 prefabricated picnic shelter, a composite play equipment area, 10,000 square feet of concrete walkways with pole lighting.
 - **Pedlow Skate Park for the Los Angeles Recreation and Parks, a \$275k contract.** Successfully managed the construction of the first concrete skate park in Los Angeles that included: a 24 space, asphalt/DG parking lot, over 200 cubic yards of placed concrete, a custom wrought iron fence with an automatic gate, cut and balance over 3000 cubic yards of dirt. **Received an Award of Excellence from the City of Los Angeles.**
 - **Sylmar Recreation Center Splash Pad, a \$786k contract.** Successfully managed the construction of: a 3000 square foot, concrete splash pad with integrated colored artwork, 15 water fountains, and a 5000 gallon underground, recirculating water system.
 - **75 LAUSD Renovation Projects totaling over \$15M.** Successfully completed 60 school playground paving renovations and ADA upgrades, which included 5 sanitary building installations.
- Successfully completed all projects on time, on budget, and without any penalties.

LICENSES

Held California State Licensing Board "A", "B", and "C-27 Licenses.

REFERENCES FORM

For all like work that the Bidder is currently working on or has worked on for public agencies in the past two (2) years, provide the information requested below. If this information does not fit on this page, attach another page listing all information for all other such work. You may, but are not obligated to, attach a separate page to explain why a final contract amount differed from an original contract amount (e.g., change orders, extra work, or other circumstances) or if you or the agency filed any claims against each other and the substance and outcome of those claims.

Project 1 Description: Install new baseball scoreboard at Arcadia High School

Construction Dates From: 01/2020 To: 01/2020

Agency Name: Arcadia Unified School District

Project Manager: Tony Barrios Telephone: (626) 821-1435

Original Contract Amount: \$ 144,500.00 Final Contract Amount: \$ 150,038.00

Did you file any claims against the Agency? Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☒ No

Project 2 Description: Construct new basketball courts and shade structure with lighting at Robinson Park

Construction Dates From: 11/2020 To: 03/2021

Agency Name: City of Pasadena

Project Manager: Jeff Khun Telephone: (626) 744-6768

Original Contract Amount: \$ 400,513.74 Final Contract Amount: \$ 420,270.00

Did you file any claims against the Agency? Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☒ No

Project 3 Description: Construct new concrete flatwork and install new feed bins at the Fillmore Fish Hatchery.

Construction Dates From: 07/2020 To: 01/2021

Agency Name: CA Department of Fish and Wildlife

Project Manager: Shawn Federow Telephone: (805) 524-0962

Original Contract Amount: \$ 357,170.00 Final Contract Amount: \$ 324,700.00

Did you file any claims against the Agency? Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☒ No

Project 4 Description: Construction of new block wall, structure and concrete flatwork, installation of new generator and diesel fuel tank.

Construction Dates From: 04/2021 To: 05/2022

Agency Name: Camrosa Water District

Project Manager: Terry Curson Telephone: (805) 341-9079

Original Contract Amount: \$ 297,700.00 Final Contract Amount: \$ 307,156.00

Did you file any claims against the Agency? Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☒ No

I hereby give my permission to the City of Oxnard and its officers, employees and agents to contact references of the Bidder and its officers, managers, members, general partners, limited partners and other owners (collectively, the "Owners") and to request information from other agencies in which the Bidder and/or its Owners have worked. This permission includes the City reviewing any criminal records of the Owners and obtaining public records regarding the Owners, such as records of arrests, indictments, convictions, civil judicial actions, tax liens, or outstanding judgments. I have authority to waive, and I do waive, any and all rights and claims the Bidder and its Owners, employees and agents may have against the City, its officers, employees and agents, as well as any agency providing feedback or the mentioned records, and those agencies' officers, employees and agents, regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph.

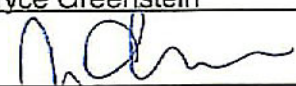
Bidder's Name: NoHo Constructors

Signature: 

Print: Bryce Greenstein

Title: President

Date: 06/14/2022

Signature: 

Print: Nani Cholakians

Title: CFO

Date: 06/14/2022

EX. A-15

DESIGNATION OF SUBCONTRACTORS

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent (0.5%) of the Contractor's total Bid or, in the case of Bids or offers for the construction of Streets, highways, or bridges, in excess of one-half percent (0.5%) of the Contractor's total Bid or \$10,000, whichever is greater. If all Subcontractors do not fit on this page, photocopy this page and attach that additional page or those pages listing all other Subcontractors. If there is any change in this list of Subcontractors, Contractor must provide a new list to Project Manager before any unlisted Subcontractor can perform any Work. If Contractor intends to use no Subcontractors, please write "N/A" in the first open box.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%) ¹
BST Trucks and Cranes, Inc.	402528	100003949	PO Box 237 (805) 643-9963 Ventura, CA 93002	Crane	2%
Oilfield Electric & Motor	125250	1000001413	1801 North Ventura Ave. Ventura, CA 93001 (805) 648-3131	Electrical	8%
Rebar Engineering	254219	1000005789	10706 Painter Ave Santa Fe Springs, CA 90670 (562) 946-2461	Rebar	2%

Bidder's Name: NoHo Constructors

Signature:  Title: President

Print: Bryce Greenstien Date: 06/14/2022

Signature:  Title: CFO

Print: Nani Cholokians Date: 06/14/2022

¹ The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b). Bidders are instructed to review General Provisions Section 3-2 "SELF-PERFORMANCE" for the percentage of Contract Work required of the Contractor.

INDUSTRIAL SAFETY RECORD FORM

This Industrial Safety Record Form must include all construction work undertaken in California by the undersigned and any partnership, joint venture corporation or s-corporation that any principal of the undersigned participated in as a principal or owner for the listed years. Separate information must be submitted for each such partnership, joint venture, or corporate or individual. The undersigned may attach any additional information or explanation of data that it would like to be taken into consideration in evaluating the Industrial Safety Record Form. An explanation of the circumstances surrounding any and all fatalities must be attached.

	2022 (so far)	2021	2020 2019	2019 2018	2018 2017	2017 2016	Total
Number of contracts	1	5	4	4	5	0	19
Total dollar amount of contracts (in thousands)	150k	1.2 million	1.1 million	960k	680k	0	4.09m
Number of fatalities	0	0	0	0	0	0	0
Number of lost workday cases	0	0	0	0	0	0	0
Number of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Bidder's Name: NoHo Constructors

Signature:  Title: President
 Print: Bryce Greenstein Date: 06/14/2022

Signature:  Title: CFO
 Print: Nani Cholakians Date: 06/14/2022

**NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declare(s):

I/we am/are the President of NoHo Constructors,
the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, LLC, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted its, his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, LLC, partnership, company, association, organization, Bid depository, or to any member or agent thereof, or to any individual, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person(s) executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 06/14/2022 [date], at Studio City [city], CA [state].

Bidder's Name: NoHo Constructors

Signature: 

Print: Bryce Greenstein

Signature: 

Print: Nani Cholakians

Title: President

Date: 06/14/2022 6/16/22

BG

Title: CFO

Date: 06/14/2022 6/16/22

VNC

This Noncollusion Declaration must be notarized on the following page.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of LOS ANGELES

On 6.16.22 before me, Monique Charlie Petrossian, Notary Public
(insert name and title of the officer)

personally appeared BRUCE GREENSTEIN AND NANI CHOLAKIAN,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



NONCOLLUSION DECLARATION
TO BE EXEC. BY BIDDER

B14

(Continuation of Noncollusion Declaration)

State of California)

County of _____) ss

City of _____)

On _____ before me, _____ (insert
name and title of the officer) personally appeared _____, who proved to
me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF
PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature _____

(Seal)

City of Oxnard
Minority and Women-Owned Business Report
Contract and Subcontract Activity

Public Reporting Burden for this collection of information is estimated to average .50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is voluntary. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB Control Number.

Executive Order 12421 dated July 14, 1983, directs the Minority Business Development Plans shall be developed by each Federal Agency and that these annual plans shall establish minority business development objectives. The information is used by HUD to monitor and evaluate MBE activities against the total program activity and the designated minority business enterprise (MBE) goals. The Department requires the information to provide guidance and oversight for programs for the development of minority business enterprise concerning Minority Business Development. If the information is not collected HUD would not be able to establish meaningful MBE goals nor evaluate MBE performance against these goals. While no assurances of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information request.

Privacy Act Notice - The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and regulations promulgated there under at Title 12, Code of Federal Regulations. It will not be disclosed or released outside the United States Department of Housing and Urban Development without your consent, except as required or permitted by law.²

² Cited from the U.S. Department of Housing and Urban Development M/WBE Form 2516

Minority and Woman Owned Business Report Contract and Subcontract Activity Form

1. Agency/Company/Organization City of Oxnard Public Works Department	2. Agency/Company Address 305 West Third Street, 3 rd Fl-East Oxnard, California 93030	3. Phone Number (Including Area Code) (805) 385-8280
4. Name of Contact Person (Prime) Bryce Greenstein	5. Name of Contractor NoHo Constructors	6. Contractor Address ³ 11012 Ventura Blvd. Suite 1259, Studio City CA 91604
7. Prime Contract Amount: \$ 217,500.00	8. Primary Trade of the Contractor General Engineering Construction	9. Contractor's Employer ID (IRS Tax) Number 814263731

Place answer yes or no by marking "☐" or an "X" in the appropriate area.

10. Indicate whether 51% or more of the contractor's company ownership is held by a minority or women.	X	YES	NO
--	---	-----	----

11. Is your company the prime contractor?	X	YES	NO
---	---	-----	----

³ Submit form for Contractor and each Subcontractor.

Minority and Woman Owned Business Report Contract and Subcontract Activity Form

12. Indicate whether 51% or more of the contractor's company ownership is held by individuals who are:		Mark a " " or an "X" by all that apply.	
X	Male	☒ White American	☐ Black American ☐ Native American ☒ Hispanic American ☐ Asian/Pacific American ☐ Hasidic Jews
	Female	☐ Black American	
		☐ Native American	
		☒ Hispanic American	
		☐ Asian/Pacific American	
		☐ Hasidic Jews	
13.	Will you have subcontractors working on the project?	☒ YES	☐ NO

EX. A-23

MWBE Questionnaire Key

1. Agency/Company/Organization – Responsible entity managing the project development.
2. Agency/Company Address – Physical address of the responsible entity.
3. Phone Number – Telephone number of the responsible entity.
4. Name of Contact Person – Staff responsible for project development and reporting.
5. Name of Contractor/Subcontractor – Company name in charge of construction.
6. Contractor/Subcontractor Address – Business (physical) address of the contractor.
7. Prime Contract Amount – Bid awarded Amount for the general construction of the project. Subcontractors only need to enter amount provided for their portion of the project.
8. Primary Trade of the Contractor – Contractor's specialty (general, welding, pipefitting, plumbing, electrical and wiring, etc.)
9. Contractor's Employer ID Number – Tax ID number for federal reference.

Minority or Woman-Owned Business Enterprise (MWBE) – Minority or Woman-Owned Business Enterprise is a business in which minority, to include woman, own 51 percent or more of a company; or, in the case of a publicly-owned business, one in which minority-group members own at least 51 percent of its voting stock and control management and daily business operations.

EXHIBIT A

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

EXHIBIT A

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

EX. A-24

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

[insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" ☒ is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [] has, ☒ has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, ☒ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

(a) Result in an unfair competitive advantage to the bidder; or,

(b) Impair the bidder's objectivity in performing the contract work.

☒ In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it —

(a) ☒ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) ☐ is, ☒ is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) ☒ is, ☐ is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

☐ Black Americans	☒ Asian Pacific Americans
☐ Hispanic Americans	☐ Asian Indian Americans
☐ Native Americans	☐ Hasidic Jewish Americans

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) ☐ is, ☒ is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) ☐ is, ☒ is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body.

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EXHIBIT A

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [X] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [X] is, [] is not included with the bid.

13. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

 6/17/22
(Signature and Date)

Bryce Greenstein
(Typed or Printed Name)

President
(Title)

NoHo Constructors
(Company Name)

11012 Ventura Blvd. Suite 1259 Studio City CA 91604
(Company Address)

Part I to be completed by Controlling Participant(s) of Covered Projects (See instructions)			For HUD HQ/FmHA use only	
Reason for submission: New construction project bid.			2. Project Name, Project Number, City and Zip Code Pleasant Valley Park Restroom Project/21-84 Oxnard 93033. HUD# B-19-MC-06-0534.	
1. Agency name and City where the application is filed City of Oxnard, Oxnard.			5. Section of Act Section 3	
3. Loan or Contract amount \$ \$ 217,500.00			6. Type of Project (check one) ☐ Existing ☐ Rehabilitated ☒ Proposed	
4. Number of Units or Beds Twin unit restroom			9. SSN or IRS Employer Number (TIN) 814263731	

7. List all proposed Controlling Participants and attach complete organization chart for all organizations showing ownership %

Name and address (Last, First, Middle Initial) of controlling participant(s) proposing to participate	8 Role of Each Principal in Project	9. SSN or IRS Employer Number (TIN)
NoHo Constructors, 11012 Ventura Blvd. Suite 1259 Studio City CA 91604	Prime Contractor	814263731

Certifications: The controlling participant(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as controlling participant(s) in the role(s) and project listed above. The controlling participant(s) certify that the information provided on this form and in any accompanying documentation is true and accurate. I/we acknowledge that making, presenting, or submitting a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and imprisonment. The controlling participant(s) further certify to the truth and accuracy of the following:

1. Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the controlling participant(s) have participated or are now participating.

2. For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:

a. No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;

b. The controlling participants have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;

c. There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the controlling participants or their projects;

d. There has not been a suspension or termination of payments under any HUD assistance contract due to the controlling participant's fault or negligence;

e. The controlling participants have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);

f. The controlling participants have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;

g. The controlling participants have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;

3. All the names of the controlling participants who propose to participate in this project are listed above.

4. None of the controlling participants is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.

5. None of the controlling participants is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.

6. None of the controlling participants have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any controlling participants have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).

7. None of the controlling participants is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.

8. Statements above (if any) to which the controlling participant(s) cannot certify have been deleted by striking through the words with a pen, and the controlling participant(s) have initiated each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

Name of Controlling Participant	Signature of Participant	Controlling	Certification (mm/dd/yyyy)	Date	Area Code and Tel. No.
NoHo Constructors			06/14/2022		(818) 642-7270
This form prepared by (print name) Bryce Greenstein			Area Code and Tel. No. (818) 642-7270		

(Exp. 11/30/2022)

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the controlling participants' previous participation projects and participation history in covered projects as per 24 CFR, part 200.214 and multifamily Housing programs of FmHA, State and local Housing Finance Agencies, if applicable. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, "No previous participation, First Experience".

1. Controlling Participants' Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3. List Participants' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5. Was the Project ever in default during your participation Yes ☐ No ☐ If yes, explain	6. Last MOR rating and Physical Insp. Score and date
NoHo Constructors	No Previous participation, First Experience				

EX. A-29

EXHIBIT A

Part II- For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy)	Tel No. and area code	☐ A. No adverse information; form HUD-2530 approval recommended. ☐ B. Name match in system ☐ C. Disclosure or Certification problem ☐ D. Other (attach memorandum)	
Staff	Processing and Control		
Signature of authorized reviewer	Signature of authorized reviewer	Approved ☐ Yes ☐ No	Date (mm/dd/yyyy)

Page 2 of 4

Previous editions are obsolete

B 25

ref 24 CFR 200 Subpart H Form HUD-2530 (10/2016)

APPENDIX F

SECTION 3 TERMS AND CONDITIONS

General Policy Statement

Read and initial each paragraph to verify that the terms of the statements have been reviewed and acknowledged.

BG It is the policy of the U.S. Department of Housing and Urban Development (HUD) to require contractors to provide equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, sexual orientation, national origin, disability, veteran's or marital status, or economic status and to take affirmative action to ensure that both job applicants and existing employees are given fair and equal treatment.

BG The City of Oxnard ("City") CDBG program implements this policy through the awarding of contracts to contractors, vendors, and suppliers, to create employment and business opportunities for city residents.

BG The policy shall result in a reasonable level of success in the recruitment, employment, and utilization of residents and other eligible persons and business by city-awarded contractors working on contracts partially or wholly funded with the HUD monies. A contractor's or vendor's potential for success by providing employment and business opportunities to city residents shall be examined and considered prior to acting on any proposed contract award.

BG Section 3 requirements are triggered when a covered project creates the need for new employment, contracting or training opportunities. Recipients are not required to hire Section 3 residents or award contracts to Section 3 businesses other than what is needed to complete covered projects/activities.

Section 3 Purpose

As a bid applicant on a federally funded project, in part or in whole, General Contractors and/or Primary Bidders, in addition to all Subcontractors must adhere to the Section 3 federal statutes to the greatest extent feasible and acknowledge by initialing each below that attempts will be made to accomplish the following:

B6 Section 3 of the HUD Act of 1968, as amended (12 U.S.C. 1701u) (Section 3), requires the City of Oxnard CDBG and HOME programs ensure that employment and other economic and business opportunities generated by through (HUD) financial assistance, *to the greatest extent feasible*, are directed to public housing residents and other low-income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low- and very-low income persons. If awarded, [BUSINESS] will notify low-income residents through marketing efforts such as general news circulars, labor organizations and unions, public housing authorities, and any other methods of outreach efforts specified to low-income persons and businesses.

B6 Consider and categorize the following types of eligible, low-income new hires for Section 3 purposes: 1) New Employees; 2) Returning laid off workers; 3) Temporary & Seasonal Workers; and 4) Full-Time Workers.

B6 The existing Procurement Policy also contains goal requirements for soliciting opportunities for contracts to Minority and Women Business Enterprises (MBE/WBE).

B6 Section 3 requirements do not apply to materials only contracts, nor does it recommend a specific method of procurement or supersede local or federal procurement policies.

Section 3 Applicability

☐ If awarded, this contract will amount to or exceed \$100,000 and I understand this triggers the need for a Section 3 Plan and/or Section 3 Marketing efforts, pending the need for new employees and subcontractors to carry out the completion of the project.

☐ The [BUSINESS] is a Section 3 certified business. Please see the attached certification.

☐ The [BUSINESS] has hired ____ Section 3 staff within the past 3 years. Please see the attached proof of hires and corresponding low-income documentation.

☐ The [BUSINESS] will need new hires and intends to hire ____ new employees to carry out this project, thus triggering the need to market the job opportunity/(ies) to low-income residents.

☐ The contract will not amount or exceed \$100,000, therefore this section is not applicable to triggering the Section 3 requirements.

☒ The [BUSINESS] will be able to complete the project without the addition of new staff, for construction or administrative purposes, therefore this section is not applicable to triggering the Section 3 requirements.

If the [BUSINESS] does not trigger Section 3 requirements, no other Section 3 forms need to be filled out.

I understand that this is a federally funded project, in whole or in part, and [BUSINESS] will be held responsible for all documentation that satisfies the requirements set forth under the federal statutes of Section 3, and that I funding may be held or subject to refund in the event that compliance is not met.

Signature Bryce Greenstein Date 6/14/2022

Bryce Greenstein, President
Printed Name and Title

NoHo Constructors
Company Name

SECTION 3 BUSINESS CERTIFICATION

Name of Business Noto Constructors
 Address of Business 11012 Ventura Blvd. Suite 1259 Studio City CA 91604
 Contact Person/Title Bryce Greenstein, President
 Telephone (818) 642-7270 Email bryce@notoconstructors.com

Directions: Select one of the categories below if considered a Section 3 business. Also select which documentation will be attached to support Section 3 determination. Page two provides income eligibility information to aid in determining low-income residents/business owners.

 Status as a Section 3 resident-owned enterprise at least 51% owned by Section 3 residents:

- N/A*
- ☐ Provide copy of resident lease, evidence of participation in a public assistance program, or signed certification of Section 3 Resident
- ☐ Provide documentation of business ownership, such as copy of articles of incorporation, partnership agreement, list of owners/stockholders and percentage ownership of each, organization chart with names and titles.

 At least 30% of permanent, full-time employees are currently Section 3 Residents or were Section 3 residents within the past 3 years:

- N/A*
- ☐ Provide complete list of all permanent, full-time employees
- ☐ Provide list of employees claiming Section 3 status
- ☐ Provide documentation of Section 3 status for all applicable employees such as PHA residential lease or signed certification of Section 3 resident

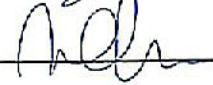
 Commitment to subcontract 25% of the dollar awarded to qualified Section business (only applicable to prime contractors):

- N/A*
- ☐ Provide list of subcontracted Section 3 business(es) and subcontract amount
- ☐ Provide documentation of Section 3 status for applicable businesses

I hereby certify that the information provided here is true and correct and understand that any falsification of any information provided could subject me to disqualification and punishment under the law.

Bryce Greenstein 
 Authorized Name and Signature

6/14/22
 Date

Nani Cholakian 
 Witness Name and Signature

6/14/22
 Date

4

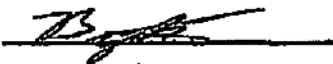
NoHo Constructors

11012 Ventura Blvd. Suite 1259
Studio City, CA 91604
CA License# 1028269

May 6, 2022

Corporate Resolution Subject: Officers of NoHo Constructors

The following are designated as officers of NoHo Constructors, a California corporation, entity number 3955237, with signature authority to bind the corporation to all bids and contracts:

<u>Name</u>	<u>Title</u>	<u>Example of Signature</u>
Bryce Greenstein	President	
Vananda Nani Cholakians	Vice President & CFO	

This Corporate Resolution was approved by the Board on May 6, 2022 and shall be effective as of May 6, 2022.

Authorized By:


(Sign)

~~See Attached~~
Acknowledgement:

Bryce Greenstein, Chairman of the Board, NoHo Constructors

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

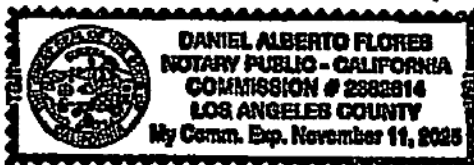
County of Los Angeles

On 05/06/2022 before me, Daniel Alberto Flores, Notary Public
 Date Here Insert Name and Title of the Officer

personally appeared Boyle Greenstein

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: May 6, 2022

Number of Pages: 1

Signer(s) Other Than Named Above: Vananda Nani Chalakians

Capacity(ies) Claimed by Signer(s)

Signer's Name: Boyle Greenstein

☒ Corporate Officer - Title(s): President

☐ Partner - ☐ Limited ☐ General

☐ Individual

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer - Title(s): _____

☐ Partner - ☐ Limited ☐ General

☐ Individual

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Bond No. N/A**BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has issued an invitation for Bids for the Work described as the Pleasant Valley Park Restroom Project, Specification No. PW 21-84.

WHEREAS NoHo Constructors - 11012 Ventura Blvd., Suite 1259, Studio City, CA 91604
(Name and address of Bidder)

("Principal"), desires to submit a Bid to Agency for the Work.

WHEREAS, Bidders are required to furnish a form of Bidder's security with their Bids.

NOW, THEREFORE, we, the undersigned Principal, and American Contractors Indemnity Company - 801 S. Figueroa St., Ste. 700, Los Angeles, CA 90017
(Name and address of Surety)

a corporation organized and existing under the laws of the State of California
 ("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of Ten percent of the total bid amount

Dollars (\$ 10%), being not less than ten percent (10%) of the total Bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assigns, executors, administrators, successors, and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded the Contract for the Work by the Agency and, within the time and in the manner required by the Contract Documents, enters into the written form of Contract, furnishes the required Payment and Performance Bonds (and a photocopy of each Bond), furnishes a copy of the Bidder's City business license and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this instrument, Surety further shall pay all court costs incurred by the Agency in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives Civil Code Section 2845.

EXHIBIT A

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: June 2, 2022

"Principal"

NoHo Constructors

By: 

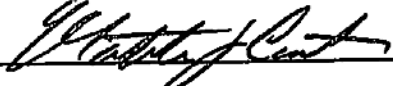
Its: President, Bryce Greenstein

By: _____

Its: _____

"Surety"

American Contractors Indemnity Company

By: 

Its: Matthew J. Coats, Attorney-in-Fact

By: _____

Its: _____

(Seal)

(Seal)

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Orange)
 On JUN 02 2022 before me, Summer L. Reyes, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Matthew J. Coats
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

**TOKIO MARINE
HCC**

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Matthew Coats or Linda D. Coats of Laguna Hills, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Five Million***** Dollars

(*****\$5,000,000.00***) This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles



By:

[Signature]
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

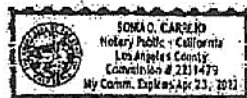
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]

(seal)



Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 2nd day of June, 2018.

Corporate Seals
Bond No.

N/A

Agency No. 17758



[Signature]
Kio Lo, Assistant Secretary

No. 5906

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

American Contractors Indemnity Company

of Los Angeles, California, organized under the laws of California, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Surety

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 23rd day of May, 1994, I have
hereunto set my hand and caused my official seal to be affixed this
24th day of December, 2005.

Fee \$2,361.00

John Garamendi
Insurance Commissioner

Rec. No. 578370

Filed 10/04/90

By

Victoria S. Sidbury
Deputy

Certification

I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and caused my
official seal to be affixed this 13th day of December, 2006.

John Garamendi
Insurance Commissioner

By *Pauline D'Andrea*
Pauline D'Andrea

Public Works Department

305 West Third Street, East Wing, Third Floor
 Oxnard, California 93030
 Tel 805.385.8280



May 10, 2022

ADDENDUM NO. 1

Pleasant Valley Park Restroom Project
 Specification No. PW 21-84

BID DUE DATE: 2:00 pm on June 14, 2022

TO ALL BIDDERS:

Acknowledge receipt of this Addendum by enclosing one signed copy with your bid documents. Failure to do so may subject the bidder to disqualification. This Addendum forms a part of the Contract Documents as follows:

1. **Change in submittal time for Subcontractor Documents.** Bidders are instructed to discard the single-page "Checklist for Bidders" form provided with the Contract Documents and replace it with the attached "Revised Checklist for Bidders" pages 1 and 2. Subcontractor's Documents shall be submitted by Prime to the City within three (3) Working Days after the time of receipt of Bids. **Note:** Bidders are not required to submit the attachment with their Bid response. Only submit this signed Addendum.

Addendum No. 1 Received:

Date: 05/10/2022

NoHo Constructors
 Contractor's Name

11012 Ventura Blvd. Suite 1259
 Address


 Authorized Signature

Studio City, CA 91604
 City, State, Zip Code

Bryce Greenstein, President
 Printed Name & Title

(818) 642-7270
 Telephone number, including area code

Public Works Department

305 West Third Street, East Wing, Third Floor
Oxnard, California 93030
Tel 805.385.8280

CITY OF

OXNARD

CALIFORNIA

May 17, 2022

ADDENDUM NO. 2

Pleasant Valley Park Restroom Project
Specification No. PW 21-84

BID DUE DATE: 2:00 pm on June 14, 2022

TO ALL BIDDERS:

Acknowledge receipt of this Addendum by enclosing one signed copy with your bid documents. Failure to do so may subject the bidder to disqualification. This Addendum forms a part of the Contract Documents as follows:

- A. **Revised Plan Sheet 6.** Bidders are instructed to remove and discard grading plan sheet 6 signed 10/04/2021, and replace it with "Revised Plan 6" signed by the City Engineer on 05/16/2022. "PW 21-84 Revised Plan 6" is hereby incorporated into the Contract Documents. It is not necessary for Bidders to include Revised Plan 6 with their Bid submission.
- B. **New Utility Plan Sheet 6A.** Pursuant to RFI's noted below, a new Utility Plan has been added. Bidders are instructed to review "PW 21-84 New Utility Plan 6A" signed by the City Engineer on 05/16/2022, attached hereto and incorporated into the Contract Documents.
- C. The City received the following Requests for Information (RFI) and the questions and responses are shown below:

Question 1: Regarding the prefabricated restroom, if it is delivered from the district's yard in Long Beach to the site, who is responsible for offloading it?

Response 1: The Exeloo prefabricated restroom will be transported to the Project Work Area by the Exeloo manufacturer's representative. Contractor is only responsible for offloading the Exeloo from the Exeloo manufacturer's vehicle and placing it on the foundation. Bidders are instructed to review offloading and installation methods included in Appendix B provided with the Bid.

Question 2: If the contractor is responsible to pick up the prefabricated restroom from the Long Beach yard, does the district have the equipment to load the restroom onto the contractor's truck and trailer? Or does the contractor need to provide a crane to pick it up and load onto the truck and trailer?

ADDENDUM NO. 2

Pleasant Valley Park Restroom Project

Specification No. PW 21-84

Page 2

Response 2: Contractor is only responsible for offloading the restroom at the Project Work Area. See "Response 1" above and Appendix B for additional instructions.

Question 3: Regarding underground utilities, please provide the As-Built drawings for the restroom and park for the sewer, water and electrical point of connections. Please provide the location of all underground utilities Temporary shutoff valve or cap off.

Response 3: Please refer to New Utility Plan 6A of the plan set (UTILITY PLAN) for more information. The awarded contractor will be responsible to field verify the exact location and size of all existing utilities.

Question 4: Please provide the location of the irrigation mainline point of connection.

Response 4: Please refer to New Utility Plan 6A of the plan set (UTILITY PLAN) for more information.

Question 5: Please clarify line item #8 "Aggregate Base 96 Tons"

Response 5: The amount is correct.

Question 6: Please confirm if all utilities and controllers inside the restroom maintenance room will be demolished and discarded?

Response 6: Please refer to New Utility Plan 6A of the plan set (UTILITY PLAN) for more information.

Question 7: Regarding the irrigation controller, during the demolition and reinstallation period of the restroom, the irrigation controller will not be present and there will be no power. Is this acceptable?

Response 7: That will be acceptable.

Question 8: What permits are required, and who is responsible for pulling them?

Response 8: Plans are permit ready. The awarded Contractor will pull the permit using the permit number provided by the City. Contractor may contact the Project Manager (Ms. Niousha Mohammadi) two days prior so she can coordinate with the planning department.

Addendum No. 2 Received:Date: 05/17/2022NoHo Constructors
Contractor's Name11012 Ventura Blvd. Suite 1259
Address
Authorized SignatureStudio City, CA 91604
City, State, Zip CodeBryce Greenstein, President
Printed Name & Title(818) 642-7270
Telephone number, including area code

Public Works Department

305 West Third Street, East Wing, Third Floor
Oxnard, California 93030
Tel 805.385.8280



May 18, 2022

ADDENDUM NO. 3

Pleasant Valley Park Restroom Project
Specification No. PW 21-84

BID DUE DATE: 2:00 pm on June 14, 2022

TO ALL BIDDERS:

Acknowledge receipt of this Addendum by enclosing one signed copy with your bid documents. Failure to do so may subject the bidder to disqualification. This Addendum forms a part of the Contract Documents as follows:

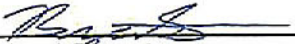
1. **Contractor's License Requirement Change.** Bidders must possess either a Class B Contractor's license or a Class A Contractor's license, issued by the California Contractors State License Board.

Addendum No. 3 Received:

Date: 05/18/2022

NoHo Constructors
Contractor's Name

11012 Ventura Blvd.
Address


Authorized Signature

Studio City, CA 91604
City, State, Zip Code

Bryce Greenstein, President
Printed Name & Title

(818) 642-7270
Telephone number, including area code

Public Works Department

305 West Third Street, East Wing, Third Floor
Oxnard, California 93030
Tel 805.385.8280



May 20, 2022

ADDENDUM NO. 4

Pleasant Valley Park Restroom Project
Specification No. PW 21-84

BID DUE DATE: 2:00 pm on June 14, 2022

TO ALL BIDDERS:

Acknowledge receipt of this Addendum by enclosing one signed copy with your bid documents. Failure to do so may subject the bidder to disqualification. This Addendum forms a part of the Contract Documents as follows:

1. **MANDATORY PRE-BID MEETING AND SITE VISIT.** The City will hold a 2ND Mandatory Pre-Bid Meeting and Site Visit at 2:30 P.M. on Thurs. June 2, 2022 at Pleasant Valley Park located at 4501 Justin Way, Oxnard. **Failure to attend will render the Bidder's Bid non-responsive.** All prime contractors, subcontractors, small, minority or women owned enterprises and other interested parties are invited to attend.

Addendum No. 4 Received:

Date: 05/20/2022

NoHo Constructors
Contractor's Name

11012 Ventura Blvd. Suite 1259
Address


Authorized Signature

Studio City, CA 91604
City, State, Zip Code

Bryce Greenstein, President
Printed Name & Title

(818) 642-7270
Telephone number, including area code

Public Works Department

305 West Third Street, East Wing, Third Floor
Oxnard, California 93030
Tel 805.385.8280



June 9, 2022

ADDENDUM NO. 5

Pleasant Valley Park Restroom Project
Specification No. PW 21-84

BID DUE DATE: 2:00 pm on June 14, 2022

TO ALL BIDDERS:

Acknowledge receipt of this Addendum by enclosing one signed copy with your bid documents. Failure to do so may subject the bidder to disqualification. This Addendum forms a part of the Contract Documents as follows:

A. PRE-BID MEETINGS AND SITE VISITS. The City will consider anyone who attended EITHER of the mandatory pre-bid meetings (May 12, 2022 or June 2, 2022) to be eligible to bid on the Project. All prime contractors, subcontractors, small, minority or women owned enterprises and other interested parties are invited to bid.

B The City received a Request for Information (RFI) and the questions and responses are shown below:

Question 1: When is the anticipated start date for the project?

Response 1: September 2022

Question 2: When is the bathroom scheduled to be delivered to the jobsite?

Response 2: The contractor is responsible to coordinate with the City 48 hours prior to schedule the delivery.

Question 3: Page 24 of Appendix B, (Exeloo Installation Procedures and Guidelines) states that the Exeloo unit will come with a roof drain that is to be connected to the storm water line. Page 6A (Utility Plan) of the addendum 2 documents does not show a stormwater line. How would you like us to proceed.

Response 3: There is no existing storm drain line, roof drain to surface outlet into the park will suffice.

ADDENDUM NO. 5

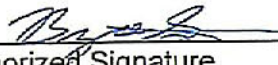
Pleasant Valley Park Restroom Project
Specification No. PW 21-84

Addendum No. 5 Received:

Date: 06/09/2022

NoHo Constructors
Contractor's Name

11012 Ventura Blvd. Suite 1259
Address


Authorized Signature

Studio City, CA 91604
City, State, Zip Code

Bryce Greenstein, President
Printed Name & Title

(818) 642-7270
Telephone number, including area code

Public Works Department

305 West Third Street, East Wing, Third Floor
Oxnard, California 93030
Tel 805.385.8280



June 13, 2022

ADDENDUM NO. 6

**Pleasant Valley Park Restroom Project
Specification No. PW 21-84**

BID DUE DATE: 2:00 pm on June 14, 2022

TO ALL BIDDERS:

Acknowledge receipt of this Addendum by enclosing one signed copy with your bid documents. Failure to do so may subject the bidder to disqualification. This Addendum forms a part of the Contract Documents as follows:

- 1. The City received a Request for Information (RFI) and the questions and responses are shown below:**

Question 1: Regarding section 1000-6 on page SP 3 and section 1001-3 on page SP 6, we believe that the supervision (superintendent, PM, etc.) alone will exceed the 5% max value for mobilization/demobilization. How should we proceed given this limit and contract requirement?

Response 1: No changes will be made to the requirement.

Question 3: Regarding section 2-2 on page GP 6, please provide the permit cost for all required permits for this project that are to be paid by the contractor, i.e. electrical (Item F on page TS 3), plumbing, etc.

Response 3: The City will reimburse the Contractor for any permit costs.

Question 4: Regarding section 3-12.6.2 on page GP 15, the area of disturbance for this project/Scope of work does not trigger a required SWPP Plan, please confirm.

Response 4: Please refer to form "SW-1 County of Ventura Stormwater Quality Management Program Best Management Practices For Construction Less Than 1 Acre" for this Project.

ADDENDUM NO. 6

Pleasant Valley Park Restroom Project
Specification No. PW 21-84

Question 5: Regarding section 5-7.12-1 on page GP 27, since there is no proposed Work in Right-of-Way will a traffic control plan be required and that section 1000-9 on page SP 15 supersede this requirements.

Response 5: A Traffic Control Plan will not be required for this project.

Question 6: Regarding item #7 of the pre-construction meeting agenda on page GP 30, since the entire existing restroom facility will be removed and replaced, we do not anticipate a need to maintain sewage service, please confirm this is correct/acceptable.

Response 6: Confirmed.

Question 7: Regarding the HUD Agreement No. B-19-MC-06-0534, page B 2, Item A states, "...that the Bidder has examined and investigate the surface, subsurface, and other conditions affecting the Work, including also the groundwater conditions..." which would require potholing to be able to fulfill this requirement that has not been done (as far as we are aware) and that "No information derived from an inspection of records or investigation will relieve the Bidder from its obligations under the Contract Documents nor entitle the Bidder to any additional compensation." How is the Bidder reasonably able to assume this risk without the proper due diligence such as potholing to verify the subsurface conditions including groundwater?

Response 7: Bidders are instructed to refer to "Appendix A – Pleasant Valley Park Geotechnical Report" dated September 25, 2020 which was published with the Contract Documents on 4/27/22. A link to the CyberCopy plan room can be found here:
<https://www.cybercopyplanroom.com/jobs/760/specs/city-of-oxnard-pw-21-84-pleasant-valley-park-restroom-project>

Addendum No. 6 Received:

NoHo Constructors

Contractor's Name


Authorized Signature

Bryce Greenstein, President

Printed Name & Title

Date: 06/14/2022

11012 Ventura Blvd. Suite 1259

Address

Studio City, CA 91604

City, State, Zip Code

(818) 642-7270

Telephone number, including area code

Public Works Department

305 West Third Street, East Wing, Third Floor
Oxnard, California 93030
Tel 805.385.8280



June 13, 2022

ADDENDUM NO. 7

Pleasant Valley Park Restroom Project
Specification No. PW 21-84

BID DUE DATE: 2:00 pm on June 14, 2022

TO ALL BIDDERS:

Acknowledge receipt of this Addendum by enclosing one signed copy with your bid documents. Failure to do so may subject the bidder to disqualification. This Addendum forms a part of the Contract Documents as follows:

The City received a Request for Information (RFI) and the questions and responses are shown below:

Question 1: The item number for the Haws fountain didn't match any of their model numbers, they provided the attached as an equal (see attached specs), can you confirm this meets the fountain requirement?

Response 1: Haws Model 3300 Barrier-Free Steel Pedestal Fountain meets the fountain requirement.

Question 2: Per Special Provisions 1000-3, the city is providing compaction testing but the contractor is providing concrete cylinder testing? Can you confirm this is correct?

Response 2: As stated in Special Provisions 1000-3, "Concrete cylinder testing will also be performed by the Contractor for such items of Work requiring such testing as indicated on the Plans.

Question 4: Will the contractor be required to have potable water go through a chlorination process?

Response 4: No.

ADDENDUM NO. 7

Pleasant Valley Park Restroom Project
Specification No. PW 21-84

Addendum No. 7 Received:Date: 06/14/2022NoHo Constructors11012 Ventura Blvd. Suite 1259

Contractor's Name

Address


Authorized SignatureStudio City, CA 91604

City, State, Zip Code

Bryce Greenstein, President(818) 642-7270

Printed Name & Title

Telephone number, including area code

Public Works Department

305 West Third Street, East Wing, Third Floor
 Oxnard, California 93030
 Tel 805.385.8280



June 13, 2022

ADDENDUM NO. 8

Pleasant Valley Park Restroom Project
 Specification No. PW 21-84

BID DUE DATE: 2:00 pm on June 17, 2022

TO ALL BIDDERS:

Acknowledge receipt of this Addendum by enclosing one signed copy with your bid documents. Failure to do so may subject the bidder to disqualification. This Addendum forms a part of the Contract Documents as follows:

BID DUE DATE: The Bid Due Date for this Project has been changed. The City will receive such bids at Oxnard City Hall, 300 West Third Street, Fourth Floor, Oxnard, California 93030 ("City Hall"), Attn: City Clerk until 2:00 p.m. on June 17, 2022. There will be a public bid opening immediately afterwards at 305 W. Third Street, First Floor, Oxnard, California in the City Council Chambers. As a courtesy, the public bid opening will be read aloud via teleconference call. The number to join the call is (617) 675-4444, and the PIN number is 926 789 882 2558#.

Addendum No. 8 Received:

Date: 6/17/22

No Ho Constructors
 Contractor's Name

11012 Ventura Blvd Suite 1259
 Address


 Authorized Signature

Studio City, CA 91604
 City, State, Zip Code

Bryce Greenstein, President
 Printed Name & Title

818-642-7270
 Telephone number, including area code

Schedule of Amounts for Contract Payments

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

EXHIBIT B Form No. 2577-0157
(Exp. 11/30/2023)

No progress payments shall be made to the contractor unless a schedule of amounts for contract payments in accordance with the construction contract is received.

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Construction practices and HUD administrative requirements establish the need that HAs maintain certain records or submit certain documents in conjunction with the oversight of the award of construction contracts for the construction of new low-income housing developments or modernization of existing developments. These forms are used by HAs to provide information on the construction progress schedule and schedule of amounts for contract payments. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

Project Name and Location	Project Number
---------------------------	----------------

Name, Address, and Zip Code of Contractor

Nature of Contract	Contract Number
--------------------	-----------------

Approved for Contractor by	Title	Date (mm/dd/yyyy)
----------------------------	-------	-------------------

Approved for Architect by	Title	Date (mm/dd/yyyy)
---------------------------	-------	-------------------

Approved for Owner by	Title	Date (mm/dd/yyyy)
-----------------------	-------	-------------------

Item No. (1)	Description of Item (2)	Quantity (3)	Unit of Measure (4)	Unit Price in Place (5)	Amount of Sub-Item (6)	Amount of Principal Item (7)
			D			

Total Amount of Contract or Carried Forward	\$
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To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Signature of authorized representative	Date signed (mm/dd/yyyy)
--	--------------------------

1. A separate breakdown is required for each project and prime contract instructions for preparation are given below.

a. **Heading.** Enter all identifying information required for both forms.

b. **Columns 1 and 2.** In column 1, enter the item numbers starting with No. 1, and in column 2 enter each principal division of work incorporated in the contract work.

(1) **Master List.** The Master list contains the basic items into which any construction contract may be subdivided for the purpose of preparing the Construction Progress Schedule and the Periodical Estimates for Partial Payments. Only those items shall be selected which apply to the particular contract. To ensure uniformity, no change shall be made in the item numbers. Generally, about 25 to 40 major items appear in a contract.

(2) **Items Subdivided.** In the Contractor's breakdown, against which all periodical estimates will be checked prior to payment, each major item must be subdivided into sub-items pertinent to the project involved and in agreement with the Contractor's intended basis for requesting monthly payments.

c. **Column 3.** Enter the total quantity for each sub-item of each principal division of work listed in the breakdown.

d. **Column 4.** Enter the appropriate unit of measure for each sub-item of work opposite the quantities described in column 3, such as "sq. ft.," "cu. yd.," "tons," "lb.," "lumber per M/BM," "brickwork per M," etc., applicable to the particular sub-item. Items shown on "lump sum" or equivalent basis will be paid for only on completion of the whole item and not on a percentage of completion basis.

e. **Column 5.** Enter the unit price, in place, of each sub-item of work.

f. **Column 6.** Enter the amount of each sub-item obtained by multiplying the quantities in column 3 by the corresponding unit prices in column 5.

g. **Column 7.** Enter the amount of principal item only, obtained by adding the amounts of all sub-items of each principal division of work listed in column 6. Continue with the breakdown on form HUD-51000.

h. The "Schedule of Amounts for Contract Payments" shall be signed and dated in the space provided at the bottom of each sheet of the form by the individual who prepared the breakdown for the Contractor.

2. The minimum number of copies required for each submission for approval is an original and two copies. When approved, one fully approved copy will be returned to the Contractor.

Master List of Items

Item No.	Division of Work	Item No.	Division of Work	Item No.	Division of Work
1	Bond	20	Rough Carpentry		Site Improvements
2	General Conditions	21	Metal Bucks	44	Retaining Walls
3	Demolition & Clearing	22	Caulking	45	Storm Sewers
	Structures	23	Weatherstripping	46	Sanitary Sewers
4	General Excavation	24	Lath & Plastering-Drywall	47	Water Distribution System
5	Footing Excavation	25	Stucco	48	Gas Distribution System
6	Backfill	26	Finish Carpentry	49	Electrical Distribution System
7	Foundation Piles & Caissons	27	Finish Hardware	50	Street & Yard Lighting
8	Concrete Foundations	28	Glass & Glazing	51	Fire & Police Alarm System
9	Concrete Superstructures	29	Metal Doors	52	Fire Protection System
10	Reinforcing Steel	30	Metal Base & Trim	53	Street Work
11	Waterproofing & Dampproofing	31	Toilet Partitions	54	Yard Work
12	Spandrel Waterproofing	32	Floors	55	(Other)
13	Structural Steel	33	Painting & Decorating	56	(Other)
14	Masonry	34	Screens		Equipment
15	Stonework	35	Plumbing	57	Shades & Drapery Rods
16	Miscellaneous & Ornamental Metal	36	Heating	58	Ranges
17	Metal Windows	37	Ventilating System	59	Refrigerators
18	Roofing	38	Electrical	60	Kitchen Cabinets & Work Tables
19	Sheet Metal	39	Elevators	61	Laundry Equipment
		40	Elevator Enclosures—Metal	62	(Other)
		41	Incinerators—Masonry & Parts		
		42	(Other)	63	Punch List 1/2
		43	(Other)	64	Lawns & Planting

1 General Conditions should be 3% to 5% of contract amount.

2 Punch List should be approximately 1/2 of 1% or \$30 per dwelling unit, whichever is greater.

APPENDIX E

Davis Bacon Act Wage Decision

"General Decision Number: CA20220015 04/29/2022

Superseded General Decision Number: CA20210015

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Ventura County in California.

BUILDING, DREDGING (does not include hopper dredge work), HEAVY (does not include water well drilling), AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	01/14/2022
2	01/28/2022
3	02/25/2022
4	04/01/2022
5	04/29/2022

ASBE0005-002 09/01/2021

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 47.25	24.45
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 32.09	19.66

ASBE0005-004 07/05/2021

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 22.40	13.07

BOIL0092-003 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 46.03	38.81

 * BRCA0004-012 05/01/2020

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 41.39	18.81

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

 BRCA0018-004 06/01/2021

	Rates	Fringes
MARBLE FINISHER.....	\$ 35.90	14.11
TILE FINISHER.....	\$ 30.47	12.52
TILE LAYER.....	\$ 43.09	18.31

 * BRCA0018-010 09/01/2021

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 35.43	14.10
TERRAZZO WORKER/SETTER.....	\$ 43.61	14.63

 CARP0213-001 07/01/2021

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 51.60	16.28
(2) Millwright.....	\$ 52.10	16.48
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 51.73	16.28
(4) Pneumatic Nailer, Power Stapler.....	\$ 51.85	16.28
(5) Sawfiler.....	\$ 51.69	16.28
(6) Scaffold Builder.....	\$ 42.80	16.28
(7) Table Power Saw Operator.....	\$ 51.70	16.28

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged

trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

CARP0213-002 07/01/2021

	Rates	Fringes
Diver		
(1) Wet.....	\$ 834.40	16.28
(2) Standby.....	\$ 445.84	16.28
(3) Tender.....	\$ 437.84	16.28
(4) Assistant Tender.....	\$ 413.84	16.28

Amounts in "'Rates' column are per day

CARP0213-004 07/01/2021

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 51.60	16.28
STOCKER/SCRAPPER.....	\$ 22.16	8.62

CARP0721-001 07/01/2021

	Rates	Fringes
Modular Furniture Installer.....	\$ 21.85	7.15

ELEC0952-001 12/27/2021

	Rates	Fringes
Electricians: (All work within 32 road miles from the nearest base point)		
Cable Splicer.....	\$ 48.13	29.55
Electrician		
Transportation Systems		
Technician Journeyman		
Wireman - Street Lighting & Traffic Signals.....	\$ 43.75	29.42
Transportation Systems		
Technician - Street		
Lighting & Traffic Signals..	\$ 32.81	29.09

ALL WORK MORE THAN 32 ROAD MILES FROM NEAREST BASE POINT:
Add \$5.00 to the basic hourly rate. BASE POINTS: the main
Post Office in the cities of Camarillo, Oak View, Oxnard,
Santa Paula and Ventura.

ELEC0952-003 12/27/2021

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer.....	\$ 42.17	15.55
Technician.....	\$ 30.10	12.78

SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station. Fire alarm work shall be performed at the current inside wireman total cost package.

ELEV0018-001 01/01/2022

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 61.34	36.885+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-003 07/01/2020

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 48.25	27.20
GROUP 2.....	\$ 49.03	27.20
GROUP 3.....	\$ 49.32	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 48.96	25.25

GROUP 6.....	\$ 51.03	27.20
GROUP 8.....	\$ 51.14	27.20
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 51.26	27.20
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 51.43	27.20
GROUP 13.....	\$ 51.53	27.20
GROUP 14.....	\$ 51.56	27.20
GROUP 15.....	\$ 51.64	27.20
GROUP 16.....	\$ 51.76	27.20
GROUP 17.....	\$ 51.93	27.20
GROUP 18.....	\$ 52.03	27.20
GROUP 19.....	\$ 52.14	27.20
GROUP 20.....	\$ 52.26	27.20
GROUP 21.....	\$ 52.43	27.20
GROUP 22.....	\$ 52.53	27.20
GROUP 23.....	\$ 52.64	27.20
GROUP 24.....	\$ 52.76	27.20
GROUP 25.....	\$ 52.93	27.20

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

GROUP 1.....	\$ 49.60	27.20
GROUP 2.....	\$ 50.38	27.20
GROUP 3.....	\$ 50.67	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 51.03	27.20
GROUP 6.....	\$ 51.14	27.20
GROUP 7.....	\$ 51.26	27.20
GROUP 8.....	\$ 51.43	27.20
GROUP 9.....	\$ 51.60	27.20
GROUP 10.....	\$ 52.60	27.20
GROUP 11.....	\$ 53.60	27.20
GROUP 12.....	\$ 54.60	27.20
GROUP 13.....	\$ 55.60	27.20

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.....	\$ 50.10	27.20
GROUP 2.....	\$ 50.88	27.20
GROUP 3.....	\$ 51.17	27.20
GROUP 4.....	\$ 51.31	27.20
GROUP 5.....	\$ 51.53	27.20
GROUP 6.....	\$ 51.64	27.20
GROUP 7.....	\$ 51.76	27.20

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or

similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity,

manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator,

operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired

earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane

operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SBM to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW

corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

ENGI0012-004 08/01/2020

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 56.40	30.00
(2) Dredge dozer.....	\$ 50.43	30.00
(3) Deckmate.....	\$ 50.32	30.00
(4) Winch operator (stern winch on dredge).....	\$ 49.77	30.00
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 49.23	30.00
(6) Barge Mate.....	\$ 49.84	30.00

IRON0433-006 07/01/2020

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 34.58	24.81
Ornamental, Reinforcing and Structural.....	\$ 41.00	33.45

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval
Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training
Center-Goldstone, San Clemente Island, San Nicholas Island,
Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine
Base - Barstow, U.S. Naval Air Facility - Seale, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,
Naval Post Graduate School - Monterey, Yermo Marine Corps
Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0300-005 03/01/2021

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 37.49	21.88

SCOPE OF WORK: Includes site mobilization, initial site

cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO0345-001 07/01/2021

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 46.50	20.42
GROUP 2.....	\$ 45.55	20.42
GROUP 3.....	\$ 42.01	20.42

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO0585-001 07/01/2020

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 42.54	21.04
GROUP 2.....	\$ 42.86	21.04
GROUP 3.....	\$ 43.32	21.04
GROUP 4.....	\$ 44.01	21.04
LABORER		
GROUP 1.....	\$ 36.39	21.04
GROUP 2.....	\$ 36.94	21.04
GROUP 3.....	\$ 37.49	21.04
GROUP 4.....	\$ 39.04	21.04
GROUP 5.....	\$ 39.39	21.04

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter;

Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodger and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO0585-003 07/01/2021

	Rates	Fringes
Brick Tender.....	\$ 35.82	20.45

LABO1184-001 07/01/2021

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 38.89	17.10
(2) Vehicle Operator/Hauler.	\$ 39.06	17.10
(3) Horizontal Directional Drill Operator.....	\$ 40.91	17.10
(4) Electronic Tracking Locator.....	\$ 42.91	17.10
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 40.10	20.12
GROUP 2.....	\$ 41.40	20.12
GROUP 3.....	\$ 43.41	20.12
GROUP 4.....	\$ 45.15	20.12

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes

and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

LABO1414-001 08/05/2020

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 36.03	21.01
PLASTER TENDER.....	\$ 38.58	21.01

Work on a swing stage scaffold: \$1.00 per hour additional.

PAIN0036-007 07/01/2019

	Rates	Fringes
Painters:		
(1) Repaint Including Lead Abatement.....	\$ 25.40	15.87
(2) High Iron & Steel.....	\$ 32.12	16.03
(3) Journeyman Painter including Lead Abatement....	\$ 30.04	16.03
(4) Industrial.....	\$ 34.02	16.49
(5) All other work.....	\$ 30.04	16.03

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

HIGH IRON & STEEL:
Aerial towers, towers, radio towers, smoke stacks, flag poles (any flag poles that can be finished from the ground with a ladder excluded), elevated water towers, steeples and domes in their entirety and any other extremely high and hazardous work, cooning steel, bos'n chair, or other similar devices, painting in other high hazardous work shall be classified as high iron & steel

PAIN0036-008 10/01/2021

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 43.63	22.92

PAIN0036-015 01/01/2020

	Rates	Fringes
GLAZIER.....	\$ 43.45	23.39

FOOTNOTE: Additional \$1.25 per hour for work in a condor,

from the third (3rd) floor and up Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

PAIN1247-002 01/01/2021

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 38.75	14.03

PLAS0200-009 08/04/2021

	Rates	Fringes
PLASTERER.....	\$ 45.77	18.39

PLAS0500-002 07/01/2020

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.50	25.91

PLUM0016-001 09/01/2021

	Rates	Fringes
PLUMBER/PIPEFITTER		
Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.....	\$ 52.20	24.38
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 39.91	22.71
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 53.83	25.36

PLUM0345-001 09/01/2021

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 36.85	24.75
Sewer & Storm Drain Work....	\$ 40.94	22.13

 ROOF0036-002 08/01/2021

	Rates	Fringes
ROOFER.....	\$ 42.07	18.92

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour "pitch premium" pay.

 SFCA0669-010 04/01/2022

DOES NOT INCLUDE PORT HUENEME, PORT MUGU, THE CITY OF SANTA PAULA, AND THAT PART OF VENTURA COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 43.25	26.77
(FIRE)		

 SFCA0709-001 01/01/2021

PORT HUENEME, PORT MUGU, THE CITY OF SANTA PAULA, AND THAT PART OF VENTURA COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER (Fire).....	\$ 48.71	29.15

 SHEE0273-002 08/01/2019

	Rates	Fringes
SHEET METAL WORKER.....	\$ 45.48	30.05

HOLIDAYS: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day & Friday after, Christmas Day

 TEAM0011-002 07/01/2020

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 32.59	30.59
GROUP 2.....	\$ 32.74	30.59
GROUP 3.....	\$ 32.87	30.59

GROUP 4.....	\$ 33.06	30.59
GROUP 5.....	\$ 33.09	30.59
GROUP 6.....	\$ 33.12	30.59
GROUP 7.....	\$ 33.37	30.59
GROUP 8.....	\$ 33.62	30.59
GROUP 9.....	\$ 33.82	30.59
GROUP 10.....	\$ 34.12	30.59
GROUP 11.....	\$ 34.62	30.59
GROUP 12.....	\$ 35.05	30.59

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB,
El Centro Naval Facility, Fort Irwin, Marine Corps
Logistics Base at Nebo & Yermo, Mountain Warfare Training
Center, Bridgeport, Point Arguello, Point Conception,
Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2
axles; Traffic control pilot car excluding moving heavy
equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3
axles; Boot person; Cement mason distribution truck; Fuel
truck driver; Water truck - 2 axle; Dump truck, less than
16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete
truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire
person (\$0.50 additional for tire person); Pipeline and
utility working truck driver, including winch truck and
plastic fusion, limited to pipeline and utility work;
Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck,
6-1/2 yds. water level and over; Vehicle or combination of
vehicles - 4 or more axles; Oil spreader truck; Dump truck,
16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver;
Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck
repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles
or over

GROUP 10: Dump truck - 50 yds. or more water level; Water

pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were

prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

**EXHIBIT INS-E
INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS
(WITH BUILDER'S RISK REQUIREMENT)**

1 Contractor shall obtain and maintain during the performance of any services under this Contract 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 Contractor, its agents, representatives, employees or subcontractors.

1.1 Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$2,000,000 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 location or shall be twice the occurrence amount;

1.2 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;"

1.3 If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors 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.

1.4 Course of Construction Insurance providing coverage for "all risks" of loss in an amount not less than the completed value of the project, with City named as Owner and Insured.

1.5 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 Contractor 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-E. 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 (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. PW 21-84
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

3 Contractor 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 Contractor 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 Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. 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-E 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 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 Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors 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 notice 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 sample accord form.

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 ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$	
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT 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 Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract, Course of Construction Insurance				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant Course of Construction Completed Value of Project	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS						
CERTIFICATE HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. PW 21-84 P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007			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			

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE ENDORSEMENT NO. _____ ISSUE DATE (MM/DD/YY) _____							
PRODUCER 	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits								
NAMED INSURED SAMPLE	☐ 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:								
TYPE OF INSURANCE	CITY AGREEMENTS/PERMITS								
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY ☐ Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence		OTHER PROVISIONS							
COVERAGES ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____	<table border="1" style="width: 100%; border-collapse: collapse; font-size: small;"> <thead> <tr> <th colspan="2">LIABILITY LIMITS IN THOUSANDS \$</th> </tr> <tr> <th style="width: 50%;">EACH OCCURRENCE</th> <th style="width: 50%;">AGGREGATE</th> </tr> </thead> <tbody> <tr> <td style="height: 100px;"></td> <td></td> </tr> </tbody> </table>			LIABILITY LIMITS IN THOUSANDS \$		EACH OCCURRENCE	AGGREGATE		
LIABILITY LIMITS IN THOUSANDS \$									
EACH OCCURRENCE	AGGREGATE								
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:									
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.									
ENDORSEMENT HOLDER									
CITY OF OXNARD Attn: Insurance Compliance Reference No. PW 21-84 P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		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		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)	
NAMED INSURED		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	
SAMPLE			
TYPE OF INSURANCE		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____	
\$ _____ per accident, for bodily injury and property damage.			
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: 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		AUTHORIZED REPRESENTATIVE	
CITY OF OXNARD Attn: Insurance Compliance Reference No. PW 21-84 P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		☐ 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 _____	

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to NoHo Constructors, 11012 Ventura Boulevard, Suite 1259, Studio City, CA 91604 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as Pleasant Valley Park Restroom Project, Specification No. PW 21-84.

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of Two Hundred Seventeen Thousand, Five Hundred Dollars (\$217,500), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void one (1) year from the date of recordation of the Notice of Completion for the Project; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"

"Surety"

By: _____

By: _____

Its:

Its:

By: _____

By: _____

Its:

Its:

(Seal)

(Seal)

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to NoHo Constructors, 11012 Ventura Boulevard, Suite 1259 Studio City, CA 91604 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as Pleasant Valley Park Restroom Project, Specification No. PW 21-84.

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Payment Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of Two Hundred Seventeen Thousand, Five Hundred Dollars (\$217,500), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to

Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"

"Surety"

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Bond No. 1001088291

Premium: Included with Performance Bond

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to NoHo Constructors, 11012 Ventura Boulevard, Suite 1259 Studio City, CA 91604 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as Pleasant Valley Park Restroom Project, Specification No. PW 21-84.

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Payment Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and
American Contractors Indemnity Company - 801 S. Figueroa St., Ste. 700, Los Angeles, CA 90017

(Name and address of Surety)

a corporation organized and existing under the laws of the State of California ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of Two Hundred Seventeen Thousand, Five Hundred Dollars (\$217,500), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to

Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: July 22, 2022

"Principal"

NoHo Constructors

"Surety"

American Contractors Indemnity Company

By:  Bryce Greenstein
Its: President

By:  Matthew J. Coats
Its: Attorney-in-Fact

By: _____
Its: _____

By: _____
Its: _____

(Seal)

(Seal)

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

ALL-PURPOSE ACKNOWLEDGMENT
Duplicate Embossment
On Original Document
Jennifer Ramirez, Notary Public



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On JUL 27 2022 before me, Jennifer Ramirez, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Bryce Greenstein
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Jennifer Ramirez, Notary Public

Place Notary Seal Above

Signature [Signature]
Signature of Notary Public

Jennifer Ramirez, Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Payment Bond Document Date: 07/27/22
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Orange)
 On JUL 22 2022 before me, Summer L. Reyes, Notary Public,
Date Here Insert Name and Title of the Officer
 personally appeared Matthew J. Coats
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____



**TOKIO MARINE
HCC**

POWER OF ATTORNEY

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Matthew Coats or Linda D. Coats of Laguna Hills, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Five Million***** Dollars (***\$5,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California

County of Los Angeles



By: 

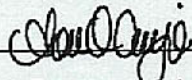
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 22nd day of July, 2022.

Corporate Seals

Bond No. 1001088291

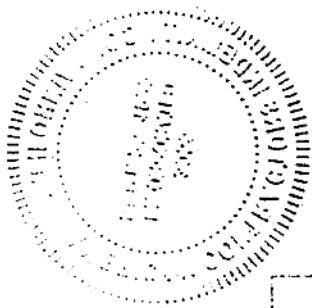
Agency No. 17758




Kio Lo, Assistant Secretary

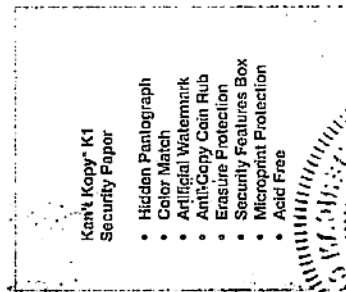
visit tmhcc.com/surety for more information

HCCSMANPOA06/2018



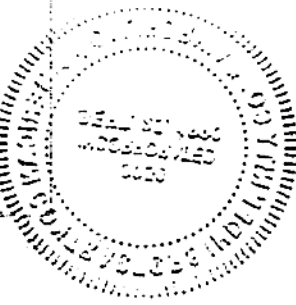
**Kan't Kopy® K1
Security Paper**

- Hidden Pantograph
- Color Match
- Artificial Watermark
- Anti-Copy Coin Rub
- Erasure Protection
- Security Features Box
- Microprint Protection
- Acid Free



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Security Paper**

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- Color Match
- Artificial Watermark
- Anti-Copy Coin Rub
- Erasure Protection
- Security Features Box
- Microprint Protection
- Acid Free

Bond No. 1001088291

Premium: \$3,915.00

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to NoHo Constructors, 11012 Ventura Boulevard, Suite 1259, Studio City, CA 91604 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as Pleasant Valley Park Restroom Project, Specification No. PW 21-84.

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____
American Contractors Indemnity Company - 801 S. Figueroa St., Ste. 700, Los Angeles, CA 90017
(Name and address of Surety)

a corporation organized and existing under the laws of the State of California ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of Two Hundred Seventeen Thousand, Five Hundred Dollars (\$217,500), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void one (1) year from the date of recordation of the Notice of Completion for the Project; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: July 22, 2022

"Principal"

NoHo Constructors

By: Bryce Greenstein

Its: President

By: _____

Its: _____

"Surety"

American Contractors Indemnity Company

By: Matthew J. Coals

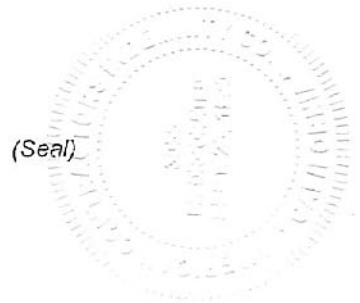
Its: Attorney-in-Fact

By: _____

Its: _____



(Seal)



(Seal)

Notes: *This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.*

ALL-PURPOSE ACKNOWLEDGMENT
Duplicate Embossment
On Original Document
Jennifer Ramirez, Notary Public



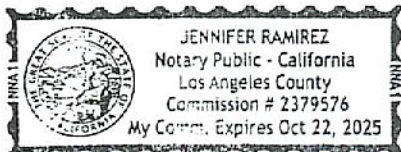
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On JUL 27 2022 before me, Jennifer Ramirez, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Bryce Greenstein
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Jennifer Ramirez, Notary Public

Place Notary Seal Above

Jennifer Ramirez, Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Performance Bond Document Date: 07/27/22
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Orange)
 On JUL 22 2022 before me, Summer L. Reyes, Notary Public,
Date Here Insert Name and Title of the Officer
 personally appeared Matthew J. Coats
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____



**TOKIO MARINE
HCC**

POWER OF ATTORNEY

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Matthew Coats or Linda D. Coats of Laguna Hills, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Five Million***** Dollars (***\$5,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California

County of Los Angeles



By:

Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 22nd day of July, 2022.

Corporate Seals

Bond No.

1001088291

Agency No.

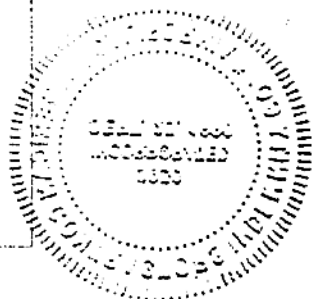
17758



Kio Lo, Assistant Secretary

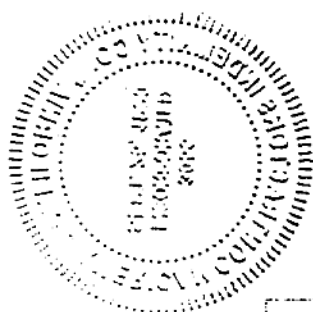
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- Erasure Protection
- Security Features Box
- Microprint Protection
- Acid Free

Bond No. 1001088291

Premium: Included with Performance Bond

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to NoHo Constructors, 11012 Ventura Boulevard, Suite 1259 Studio City, CA 91604 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as Pleasant Valley Park Restroom Project, Specification No. PW 21-84.

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Payment Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and
American Contractors Indemnity Company - 801 S. Figueroa St., Ste. 700, Los Angeles, CA 90017

(Name and address of Surety)

a corporation organized and existing under the laws of the State of California ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of Two Hundred Seventeen Thousand, Five Hundred Dollars (\$217,500), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to

Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: July 22, 2022

"Principal"

NoHo Constructors

"Surety"

American Contractors Indemnity Company

By:  Bryce Greenstein
Its: President

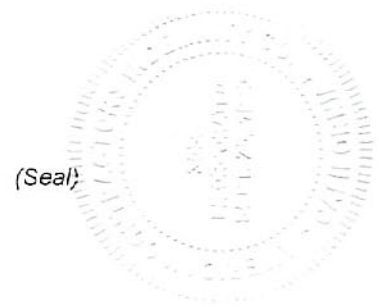
By: 
Matthew J. Coats
Its: Attorney-in-Fact

By: _____
Its: _____

By: _____
Its: _____



(Seal)



(Seal)

Notes: *This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.*

ALL-PURPOSE ACKNOWLEDGMENT
Duplicate Embossment
On Original Document
Jennifer Ramirez, Notary Public



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

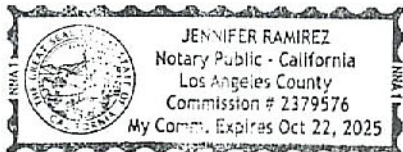
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On JUL 27 2022 before me, Jennifer Ramirez, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Boyle Greenstein
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Jennifer Ramirez, Notary Public

Place Notary Seal Above

Signature

Signature of Notary Public

Jennifer Ramirez, Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Payment Bond Document Date: 07/27/22
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

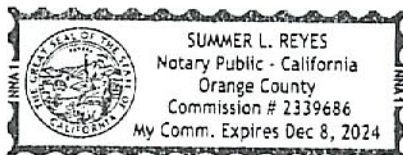
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Orange)
 On JUL 22 2022 before me, Summer L. Reyes, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Matthew J. Coats
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____



**TOKIOMARINE
HCC**

POWER OF ATTORNEY

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Matthew Coats or Linda D. Coats of Laguna Hills, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Five Million***** Dollars (***\$5,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California
County of Los Angeles



By:

Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

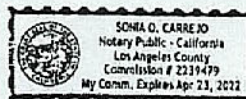
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 22nd day of July, 2022.

Corporate Seals

Bond No.

1001088291

Agency No.

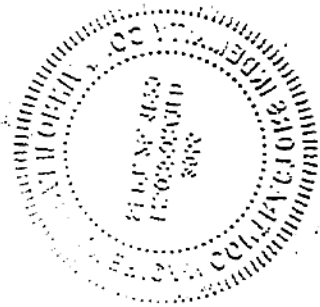
17758



Kio Lo, Assistant Secretary

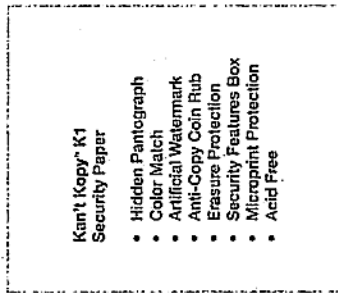
visit tmhcc.com/surety for more information

HCCSMANPOA06/2018



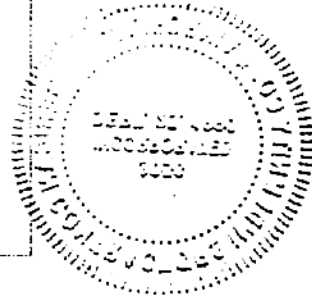
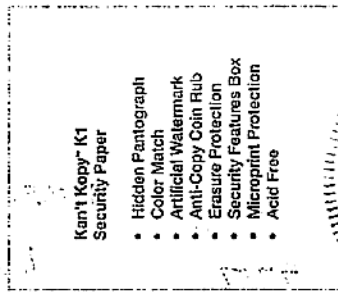
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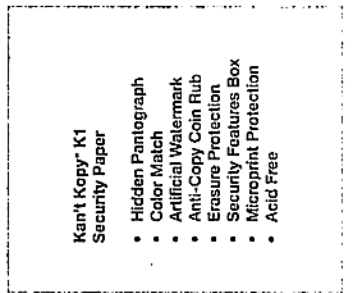
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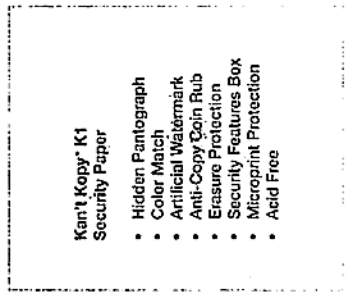
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- Erasure Protection
- Security Features Box
- Microprint Protection
- Acid Free



Bond No. 1001088291

Premium: \$3,915.00

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to NoHo Constructors, 11012 Ventura Boulevard, Suite 1259, Studio City, CA 91604 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as Pleasant Valley Park Restroom Project, Specification No. PW 21-84.

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____
American Contractors Indemnity Company - 801 S. Figueroa St., Ste. 700, Los Angeles, CA 90017
(Name and address of Surety)

a corporation organized and existing under the laws of the State of California ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of Two Hundred Seventeen Thousand, Five Hundred Dollars (\$217,500), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void one (1) year from the date of recordation of the Notice of Completion for the Project; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: July 22, 2022

"Principal"

NoHo Constructors

By:  Bryce Greenstein

Its: President

By: _____

Its: _____

"Surety"

American Contractors Indemnity Company

By: 
Matthew J. Coats

Its: Attorney-in-Fact

By: _____

Its: _____

(Seal)

(Seal)

Notes: *This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.*

ALL-PURPOSE ACKNOWLEDGMENT
Duplicate Embossment
On Original Document
Jennifer Ramirez, Notary Public



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On JUL 27 2022 before me, Jennifer Ramirez, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Bryce Greenstein
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Jennifer Ramirez, Notary Public

Place Notary Seal Above

Signature [Signature]
Signature of Notary Public

Jennifer Ramirez, Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Performance Bond Document Date: 07/27/22
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

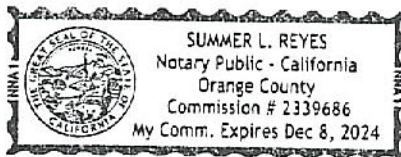
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Orange)
 On JUL 22 2022 before me, Summer L. Reyes, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Matthew J. Coats
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____



**TOKIOMARINE
HCC**

POWER OF ATTORNEY

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Matthew Coats or Linda D. Coats of Laguna Hills, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Five Million***** Dollars (***\$5,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California

County of Los Angeles



By:

Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 22nd day of July, 2022.

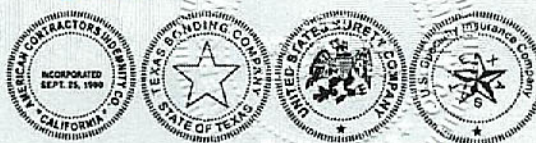
Corporate Seals

Bond No.

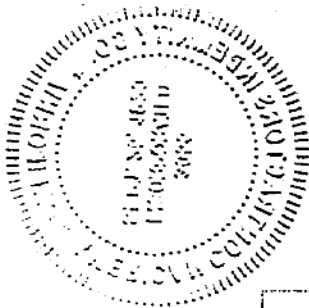
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Agency No.

17758



Kio Lo, Assistant Secretary

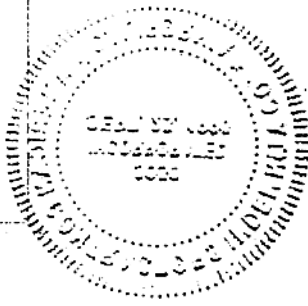


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ISSUE DATE: 7/05/22
10:02:59

CITY OF OXNARD
TEMPORARY BUSINESS TAX CERTIFICATE

EXPIRE DATE: 6/30/23

THIS TEMPORARY BUSINESS TAX CERTIFICATE EXPIRES 30 DAYS FROM DATE OF ISSUANCE.

The temporary Business Tax Certificate is issued as an acknowledgement for the payment of a business tax.

* INVALID WITHOUT A PAYMENT STAMP *

BUSN. TAX CERT. NO.	CONTROL NUMBER	CLASS-RATE CODE	CLASS DESCRIPTION
23-00130509	117132	8201-29	CONTRACTOR LOC OUTSIDE CI
OWNERS NAME:	NOHO CONSTRUCTORS		
BUSINESS NAME:	NOHO CONSTRUCTORS		
BUSINESS ADDRESS:	OUTSIDE OF OXNARD		
	OXNARD	CA 93030	

BUSINESS TAX (OL)	PENALTY (OL)	TRANSFER (OL)	TOTAL DUE
\$344.72	\$0.00	\$0.00	\$344.72

SB1186 MANDATORY STATE FEE
\$4.00 (CAFEF)

Please present this receipt to the cashier with full payment.

If you have not received the original business tax certificate within 30 days, please contact our office at (805)385-7817.

Any temporary Business Tax Certificate issued upon the payment by check shall be void unless the amount due is actually received by the City. The Certificate is responsible for complying with the City, County, State, and Federal requirements including local zoning laws. Payment of the business tax is not an endorsement of the business or verification of competency or reliability.

Special Note:

Operator: LINAKL Type: OL Drawer: 1
Date: 7/05/22 70 Receipt no: 3767
2023 130509 NOHO CONSTRUCTORS
OUTSIDE OF OXNARD
OXNARD, CA 93030
QCC LIC - NEW LICENSES \$344.72
LICENSING STATE FEE \$4.00
1.00
NON-UTIL \$348.72
Total tendered \$348.72
Total payment \$348.72
Date: 7/05/22 Time: 10:08:44

Insured

Name:	NoHo Constructors 
Account Number:	OX00000800
Address:	11012 Ventura Boulevard, Suite 1259, Studio City, CA, 91604
Status:	Currently in Compliance.

Insured

Print Insured Info

Account Information		
Account Number:	OX00000800	
Risk Type:	INS-E:Larger Const Projects with Builder's Risk	
Do Not Call:	☐	Address Updated: ☐
Address Information		
Mailing Address		Physical Address
Insured:	NoHo Constructors	NoHo Constructors
Address 1:	11012 Ventura Boulevard	11012 Ventura Blvd
Address 2:	Suite 1259	Suite 1259
	Studio City	Studio City



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.2

DATE: July 19, 2022

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Agreement A-8485 with NoHo Constructors for Pleasant Valley Park Restroom Project, Specification No. PW 21-84.

RECOMMENDATION

That the City Council approve and authorize the following for a total of \$261,000 in Project funds for the Pleasant Valley Park Restroom Project, Specification No. PW 21-84 (Project No. 205708):

1. The Mayor to execute Agreement A-8485 with NoHo Constructors in the amount of \$217,500 for the Project;
2. A Project contingency amount of \$21,750 for the Project; and
3. A Project allocation amount of \$21,750 for engineering, inspection, survey and project management for the Project.

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

BACKGROUND

This project includes removing the existing bathroom which is currently out of service and replacing it with a prefabricated Exeloo restroom. The prefabricated Exeloo restroom has been pre-purchased by the city and will be installed by the contractor on-site. The Exeloo restroom's various features such as auto wash and auto lock dramatically reduce service costs and increase the safety factor when compared with traditional toilet rooms. Exeloo restrooms are prefabricated in a factory environment and transported to site, ready for rapid installation, which reduces on-site construction costs and public disruption.

Capital Improvement Plan (CIP) Reference:

Project Nos. **205708 & 235701** – Public Restroom Improvements - CIP 2022-2027 - Adopted May 17, 2022 - Page 13

DISCUSSION

The notice inviting formal bids (NIFB) on the Project was published on April 28, 2022, and all bids were due on June 17, 2022. The City received the following bids:

JTEC Corporation: \$164,160.00
NoHo Constructors: \$217,500.00
Staples Construction Company, Inc.: \$218,637.60
Schock Contracting Corporation \$218,976.00

The bid from the lowest bidder was determined to be non-responsive to the call for bids. The bid from the next lowest bidder, NoHo Constructors (\$217,500) is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from NoHo and its subcontractors. Procurement staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily completing the project. Thus, staff recommends that the City Council award the contract for this Project to NoHo Constructors.

In addition to the project award amount of \$217,500, staff recommends authorizing \$43,500, for the project, which includes \$21,750 for project contingency (10% of the contract costs) and \$21,750 for the cost of engineering services and City staff (10% of the contract cost). Engineering services include the following activities during construction: engineering, inspection, survey and project management. These recommendations bring the total estimated cost of the project to \$261,000.

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

This Project is funded in part by Community Development Block Grant funds (CDBG) from the United States Department of Housing and Urban Development (HUD) and the Project is subject to, and must comply with, the applicable requirements of HUD Agreement No. B-19-MC-06-0534. The total cost for this Project is \$261,000 which includes the construction agreement, contingency and project allocation. The Pleasant Valley Park Restroom Project No. 205708 has an available project budget balance of approximately \$100,000 from the CDBG Entitlement Fund (285). The Public Restrooms Improvements Project No. 235701 has an available project budget balance of \$1,000,000 from the Capital Outlay Fund (301).

COMMITTEE OUTCOME

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

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. A-8485 NoHo Constructors PW 21-84

Construction Contract Increase for the Pleasant Valley Park Restroom

City Council
July 30, 2024

Niousha Mohammadi
Public Works CIP Project Manager

RECOMMENDATION

That the City Council approve and authorize an additional project contingency in the amount of \$2,911.56 to Agreement A-8485 with NoHo Constructors for a new not-to-exceed contract value of \$242,161.56.

Pleasant Valley Park Restroom - BEFORE



Pleasant Valley Park Restroom - AFTER



BACKGROUND

- This project included removing the existing bathroom at Pleasant Valley Park, which was unusable and out of service, and replacing it with a prefabricated Exeloo restroom.
- The Exeloo restroom had been pre-purchased by the City.
- The City's contractor, NoHo Constructors, is providing construction services to install it.
- The construction contract for this project was originally approved by the City Council with a project construction contingency of \$21,750.

DISCUSSION

- Due to a significant and unforeseen delay by Southern California Edison (SCE) in providing permanent electrical service, and a related SCE requirement to install additional electrical components, the demolition and replacement of the restroom at Pleasant Valley Park has incurred unforeseen and unplanned costs.
- Contract Change Orders (CCO):
 - CCO#1: Providing temporary power during construction. The original controller was located inside the existing restroom that was demolished. The contractor needed to install metered service to supplement temporary power to the park's lighting and irrigation system during construction. Total amount: \$7,280.82
 - CCO#2: Upsizing the electrical conduit. The power feeder from the transformer was direct burial and could not be reused and it had to be replaced with a 3" conduit. Total amount: \$14,210
 - CCO#3: Miscellaneous changes regarding sitework, demolition, and reconstruction: \$7,170.74

Offsetting a portion of these costs, a contract credit of \$4,000 was provided by the Contractor for changes in the landscape plan (change from installing grass sod to installing grass seed).

In summary:

Original contract contingency amount:	\$21,750.00
Change Orders (1, 2):	- \$21,490.82
Remaining Contingency (after CCO's 1 & 2):	+ \$259.18
Credit from contractor for sod:	+ \$4,000.00
<u>Change order 3:</u>	<u>- \$7,170.74</u>

Additional construction contingency needed: (\$2,911.56)

Staff recommends adding construction contingency in the amount of \$2,911.56 to this contract to cover the contract change orders necessary to complete the work.

FINANCIAL IMPACT

- Total cost for the additional contingency needed for these Projects is \$2,911.56 which brings the total not-to-exceed value of the contract from \$239,250.00 to \$242,161.56 with NoHo Constructors.
- The project, Public Restrooms Improvements Project C2305, has existing funds sufficient enough to cover this contract contingency increase.



QUESTIONS



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.2

DATE: July 30, 2024

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Sewer Main Transfer of Ownership Agreement A-8560. (10 minutes)

RECOMMENDATION

That the City Council authorize the City Manager to execute an Agreement and any associated documents transferring the ownership of the out-of-service Sewer Main from the City of Oxnard to the City of Port Hueneme.

(Public Works and Transportation Committee approved 3-0 on July 9, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/pk61l5lxfr4>

BACKGROUND

In April 18, 2024, the City of Port Hueneme (PH) contacted Oxnard's Public Works department about the possibility of taking over the ownership of an existing, out-of-service sewer line within the City of Port Hueneme's jurisdictional boundaries. PH has a portion of their existing sewer system, which is in need of repairs, in the same general area of Oxnard's out-of-serve line (please reference the attached chronological order of events from PH regarding the status of their existing sewer line). As such, PH staff has explored taking over ownership and the use of Oxnard's out-of-service line. This included requesting to inspect Oxnard's out-of-service line.

On May 7, 2024, Oxnard and Port Hueneme staff entered into a Right of Entry Agreement. The agreement permitted PH to access the Oxnard Trunk Line for purposes of inspecting the condition of the line. PH performed the inspection and found the line to be serviceable for their needs.

DISCUSSION

Oxnard staff reviewed record documents and met internally to determine the original intent of the out-of-service pipeline and future needs, if any. The out-of-service sewer line was installed around 1976 for the purpose of conveying sewage from the western portion of Oxnard to the Oxnard Water Resource Recovery Facility. Attached is the title sheet of the 1976 engineering plans for reference. In 2003 the City completed the Redwood Trunk Project rerouting flow from the subject sewer line to a new trunk sewer within Oxnard's jurisdictional boundary. A portion of the out-of-service pipeline was demolished as part of the Lift Station 28 Demolition Project in 2022 and there are no plans to re-establish use of the remaining pipeline.

The sewer line has no operational value to the City. In fact, it poses a small liability to the City if the existing out-of-service sewer line would fail. Recent repairs to other aging sewer lines that are operational by Oxnard's Wastewater Division have cost at least \$14,000 to address. Transferring this asset to PH would relieve Oxnard from this low-probability risk.

To complete our full due diligence, staff explored whether the out-of-service sewer line had any value as an

asset. Records from 1970's are difficult to come by, but Public Works staff worked with the Finance staff to review the City's asset information. To the best of staff's ability with the limited info available, it has been determined that this out-of-service sewer line has a remaining depreciable value of \$20,559.54. As such, staff recommends requiring PH to pay for the remaining value of the asset prior to transferring the asset.

Based on the information presented above, staff recommends that ownership of the pipeline be transferred to the City of Port Hueneme for the depreciated value via an agreement. As of the date of drafting this staff report, PH has provided written confirmation that it agrees with the terms of the transfer agreement. Attached is the agreement for reference. Once the final agreement is approved by the City Attorney's Office, it will be executed by the City Manager should this item be approved.

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

This action includes the transfer of a City asset with compensation in the amount of \$20,559.54 which will be deposited into the Wastewater Operating Revenue Fund (6113610-47000 Miscellaneous Revenue) once received.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on July 9, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Timothy Beaman, Interim Assistant Public Works Director

ATTACHMENTS

1. Agreement A-8560
2. Timeline of events
3. Presentation

**SEWER FACILITIES TRANSFER AGREEMENT
BETWEEN
THE CITY OF OXNARD
AND THE CITY OF PORT HUENEME**

THIS AGREEMENT for the transfer of ownership of certain sewers and appurtenant facilities (“**Agreement**”) is made as of this ____ day of _____, 2024 by and between the City of Oxnard California, a California municipal corporation (“**Oxnard**”), and the City of Port Hueneme, a California municipal corporation (“**Port Hueneme**”). Oxnard and Port Hueneme are at times referred to herein individually as a “**Party**” and collectively as “**Parties**.”

RECITALS

A. Oxnard operates a local sewage collection system within its jurisdiction. Oxnard also owns one 24 Inch trunk line sewer running beneath Ventura Road in the City of Port Hueneme, which Oxnard took out of service in 2003 as part of the Redwood Trunk Sewer Project and is the subject of this Agreement. The out of service sewer line and appurtenant facilities are depicted in the attached Exhibit “A” and Exhibit “B” (collectively, hereinafter the “**Sewer Facilities**”), and described more distinctively as follows:

All existing 24 inch Oxnard sewer pipeline listed between Station 0+34.7 on Page 2 of Exhibit “A” (beginning approximately at the intersection of Ventura Road and Hueneme Road) and extending North to Station 30+04.20 on Page 5 of Exhibit “A” (consisting of approximately 2,970 linear feet); and, all existing 24 inch Oxnard sewer pipeline existing South of the intersection of Hueneme Road and Ventura Road, beginning at Station 0+00 (Manhole No. 2) on Page 2 of Exhibit “A” and extending South for approximately 900 linear feet, ending at the Ventura County Railroad, as identified on Exhibit “B” (consisting of approximately 900 linear feet).

B. Port Hueneme operates a local sewage collection system within its jurisdiction. Port Hueneme wishes to assume ownership of and maintain the Sewer Facilities, as they run adjacent to certain of Port Hueneme’s existing local sewer lines and may be of use to Port Hueneme in its efforts to rehabilitate its sewer force main under Ventura Road.

C. This Agreement shall document and memorialize the understanding of the Parties with respect to the Sewer Facilities to be transferred to Port Hueneme by Oxnard.

D. Port Hueneme will maintain and operate the Sewer Facilities as part of its local sewage collection system and shall have sole responsibility therefor following the transfer to Port Hueneme by Oxnard.

NOW THEREFORE, the Parties hereto agree as follows:

Section 1. Recitals.

The above Recitals are incorporated into this Agreement as though fully set forth herein.

Section 2. Transfer of Sewer Pipelines.

Subject to the terms, covenants and conditions set forth in this Agreement, the parties agree to the following: Port Hueneme agrees to pay \$20,559.543 (twenty thousand, five hundred, fifty-nine dollars and fifty-four cents) to Oxnard, and upon receipt of payment and full execution of this Agreement by the Parties (the “**Effective Date**”), Oxnard does hereby convey and transfer to Port Hueneme all of its right, title, and interest in the Sewer Facilities owned by Oxnard, as described herein and depicted in the attached Exhibit “A” and Exhibit “B”.

Section 3. No Warranty; Acceptance.

Oxnard makes no warranty or representation of any kind regarding the condition of the Sewer Facilities or the suitability of the Sewer Facilities for any purpose. Port Hueneme has been granted an opportunity to fully inspect the Sewer Facilities and has done so, pursuant to a Right of Entry Agreement between City of Oxnard and City of Port Hueneme, dated May 7, 2024 allowing for a conditional assessment via remote entry camera. Port Hueneme accepts the Sewer Facilities on an “as is” and with all faults basis. As of the Effective Date, Port Hueneme accepts and assumes all ownership and responsibility for such transferred Sewer Facilities, and agrees to indemnify, defend, and hold Oxnard harmless from any liability, claim, cost, expense, or damage thereafter arising from Port Hueneme’s ownership or use of the Sewer Facilities.

Section 4. Amendment.

Any amendment of this Agreement or its Exhibits must be in writing, signed, and acknowledged by the Parties and duly recorded in the Official Records of the County Recorder of the County of Ventura, State of California, provided this Agreement has been recorded.

Section 5. Entire Agreement.

This Agreement (including any exhibits) constitutes the entire understanding between the Parties with respect to the subject matter of this Agreement, including all representations and warranties between them, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof.

Section 6. Successors; Assignment.

The benefits and burdens of this Agreement shall be binding upon and inure to all successors-in-interest and assignees of the Parties. This Agreement may only be assigned upon the written consent of both Parties.

Section 7. Exhibits.

The following exhibits which are attached hereto are incorporated herein and made a part of this Agreement:

Exhibit “A” Depiction of Sewer Facilities between Station 0+34.7 and Station 30+04.20 (North of Intersection of Ventura Road and Hueneme Road)

Exhibit “B” Depiction of Sewer Facilities extending South of Intersection of Hueneme Road and Ventura Road

Section 8. Governing Law; Venue.

This Agreement shall be construed and enforced in accordance with the laws of the State of California without regard to conflicts of laws principles or rules. Any legal action to interpret or enforce any term or conditions of this Agreement shall be brought in the Superior Court of California for the County of Ventura.

Section 9. Time of the Essence.

Time is of the essence with respect to the performance of the Parties' respective obligations contained herein.

Section 10. Construction.

This Agreement shall be construed according to its fair meaning as if prepared by all Parties to this Agreement. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

Section 11. Non-Liability of Officials or Employees.

No officer, official or employee of either Party shall be personally liable for any obligations under the terms of this Agreement.

Section 12. Severability.

If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 13. Attorneys' Fees.

If any legal action is necessary to enforce any of the terms or conditions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which it is entitled.

Section 14. Authority.

Each Party warrants that the individuals who have signed this Agreement on their behalf have the legal power, right, and authority to make this Agreement and bind each respective Party to its terms.

Section 15. **Execution in Counterpart.** This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all Parties are not signatories to the original or the same counterpart.

[END OF PAGE – SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the day set forth above.

Dated: _____, 2024 **CITY OF OXNARD**

By: _____

Name and Title

Dated: _____, 2024 **CITY OF PORT HUENEME**

By: _____

Name and Title

ATTEST:

By: _____

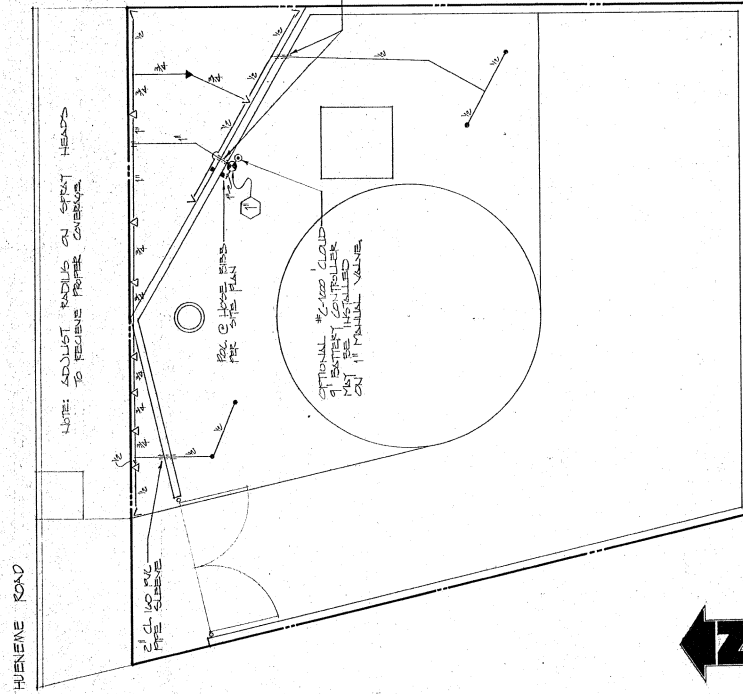
Name and Title

EXHIBIT "A"

**Depiction of Sewer Facilities between Station 0+34.7 and Station 30+04.20
(North of Intersection of Ventura Road and Hueneme Road)**

HOGAN and ROY ASSOCIATES LANDSCAPE ARCHITECTURE 1027 N. COAST HWY. SUITE F 714 4946536 LAGUNA BEACH, CALIFORNIA 92651		PROJECT CITY OF OXNA RD BELLE SEULE AND PUMP STATION	PLANTING IRRIGATION PLANS	DATE 1-24-77 CHECKED K.F.K. APPROVED	JOB NO. SHEET	76-354 76-354
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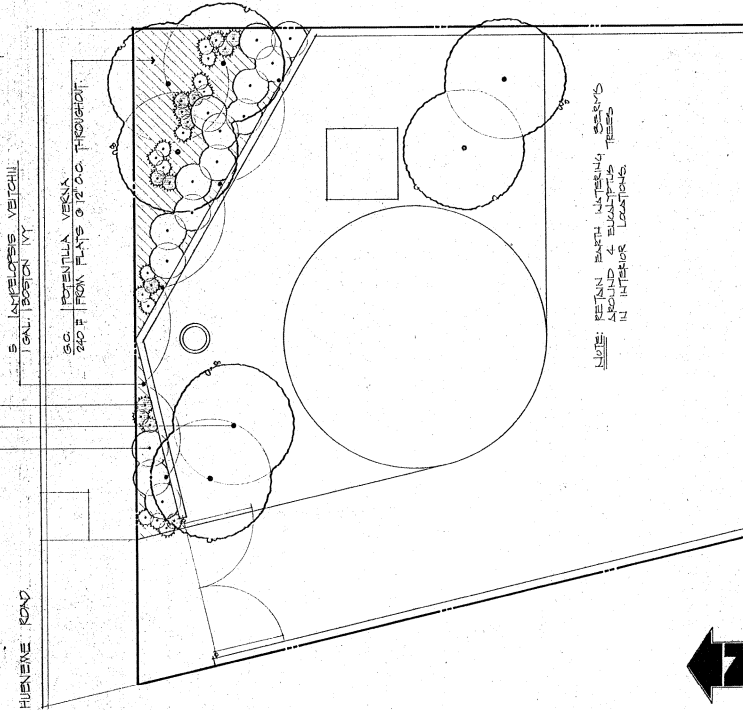
EXHIBIT "A"



IRRIGATION PLAN

LEGEND

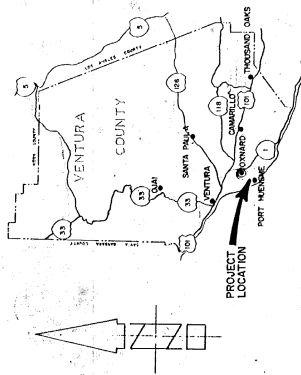
SIGNAL	MANUFACTURER	COLOR	NO	PATTERN	TIME	ROWS	TIME	ROWS	REMARKS
▲ A A	KAN BIRD	2400	FLT	FL Q	FL Q	FL Q	FL Q	FL Q	
•	KAN BIRD	2400	B	PULL	EXPOSURE	—	12		
③	CHAMPION	4000	B	ANTI-SHOCK CHECK VALVE (1")					
④	IRIG-REL-CLAD 9			TESTER OPERATED IRRIGATION CONTROLLER (OPTIONAL)					
⑤	40 40 PC MANHOLE / SIZE PER PLAN								
⑥	CL 100 PC LANE / SIZE PER PLAN								
⑦	CL 100 PC LANE / SIZE PER PLAN								



PLANTING PLAN



VICINITY MAP



LEGEND

TEL	TELEPHONE
E	EDISON
G	GAS
S	SEWER
W	WATER
V	VALVE
H	FIRE HYDRANT
M	METER BOX
MAN	MANHOLE
C&G	CURB & GUTTER
P	PROPERTY LINE

CITY OF OXNARD

PLANS FOR THE REHABILITATION OF THE

VENTURA ROAD TRUNK SEWER

ABBREVIATIONS

INV	INVERT
S.D.	STORM DRAIN
S.S.M.H.	SANITARY SEWER MANHOLE
EXIST.	EXISTING
STAND.	STANDARD
PROF.	PROPOSED
ST.	STREET
WEST	WEST OF EAST
LINEAR	LINEAR FEET
£	SLOPE
S	SECTION
NO.	NUMBER
RECON.	RECONSTRUCTION
HORIZ.	HORIZONTAL
VERT.	VERTICAL
PAV.	PAVEMENT
VERIFIED	VERIFIED
TOP	TOP OF CURB
CONCRETE	CONCRETE
ABAND.	ABANDONED
B/W	BETWEEN
TYPE	TYPICAL
N/D	NORTH OF
CONSTR.	CONSTRUCTION
STD.	STANDARD
INSTR.	INSTALL
LB.	POUND
AC.	ASPHALT CONCRETE
DUCT	DUCT
S.S.	SANITARY SEWER

GENERAL NOTES

1. THE LOCATION OF UNDERGROUND STRUCTURES, UTILITIES, ETC. SHOWN ON THESE PLANS HAVE BEEN LOCATED FROM AVAILABLE RECORDS AND FIELD SURVEY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL UNDERGROUND LINES, PIPES OR STRUCTURES IN AREAS WHERE EXCAVATION IS REQUIRED.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF OXNARD AND THE CITY OF PORT HUENEME PRIOR TO COMMENCING WORK IN AREAS WHERE RELOCATIONS WILL BE REQUIRED.
3. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF PORT HUENEME AND THE CITY OF OXNARD AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS REQUIRED.
4. ALL UNDERGROUND FACILITIES SHALL BE INSTALLED PRIOR TO THE RECONSTRUCTION OF CURB, GUTTERS, SIDEWALKS AND PAVEMENT.
5. ALL PAVEMENT AND CONCRETE JOIN LINES SHALL BE SAWCUT.
6. AS BUILT DRAWINGS SHALL BE FURNISHED TO THE CITY ENGINEER OF BOTH THE CITY OF OXNARD AND THE CITY OF PORT HUENEME PRIOR TO THE ACCEPTANCE OF THE IMPROVEMENTS.
7. THE CONTRACTOR SHALL NOTIFY THE OWNERS OF THE UTILITIES AT LEAST 72 HOURS PRIOR TO COMMENCING WORK IN AREAS WHERE THERE IS POSSIBLE UTILITY INTERFERENCE.
8. ALL REPAIRING SHALL BE 5" A.C. ON 12" OF UNTREATED ROCK BASE.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTATION AND ENFORCEMENT OF ALL CITY ORDINANCES AND REGULATIONS REGARDING REMOVAL OF ALL SIGNS, TRAFFIC PLAN, INCLUDING THE STANDARD SET FORTH BY CAL OSHA.
10. CONCRETE FOR CURBS AND GUTTERS SHALL BE 3000 LB. TEST AND CONCRETE FOR MANHOLES AND GROUTING SHALL BE 3000 LB. TEST.
11. ELEVATION AND SLOPES SHOWN IN PARENTHESES () ARE EXISTING.
12. ON SHEET NO. 7.
13. TRAFFIC DETOURS AT VENTURA ROAD AND HUENEME ROAD SHALL BE AS DIRECTED BY THE CITY OF PORT HUENEME.

INDEX OF DRAWINGS

SHEET NO. 1	TITLE SHEET, INDEX OF DRAWINGS, LOCATION & VICINITY MAPS, GENERAL NOTES, BENCH MARK, ABBREVIATIONS AND LEGEND.
SHEET NO. 2	PLAN & PROFILE STA. 0+00 TO STA. 1+00
SHEET NO. 3	PLAN & PROFILE STA. 1+00 TO STA. 2+00
SHEET NO. 4	PLAN & PROFILE STA. 2+00 TO STA. 2+50
SHEET NO. 5	PLAN & PROFILE STA. 2+50 TO STA. 3+00
SHEET NO. 6	PLAN & PROFILE SEWER MANHOLES AT INTERSECTION OF REWOOD STREET AND VENTURA ROAD, STORM DRAIN RELOCATION PROFILE, SOIL BORINGS.
SHEET NO. 7	TRAFFIC DETOUR PLAN AND CONSTRUCTION STAGING PLAN.
SHEET NO. 8	TRAFFIC DETOUR PLAN AND CONSTRUCTION STAGING PLAN.

BENCH MARK

HUE-1
TOP OF VENTURA COUNTY BRASS CAP MONUMENT IN WELL AT INTERSECTION OF VENTURA ROAD & HUENEME ROAD, 4.5' NORTH AND 21.0' WEST OF £
ELEVATION 7803 (1972 ADJUSTED)

AS-BUILT

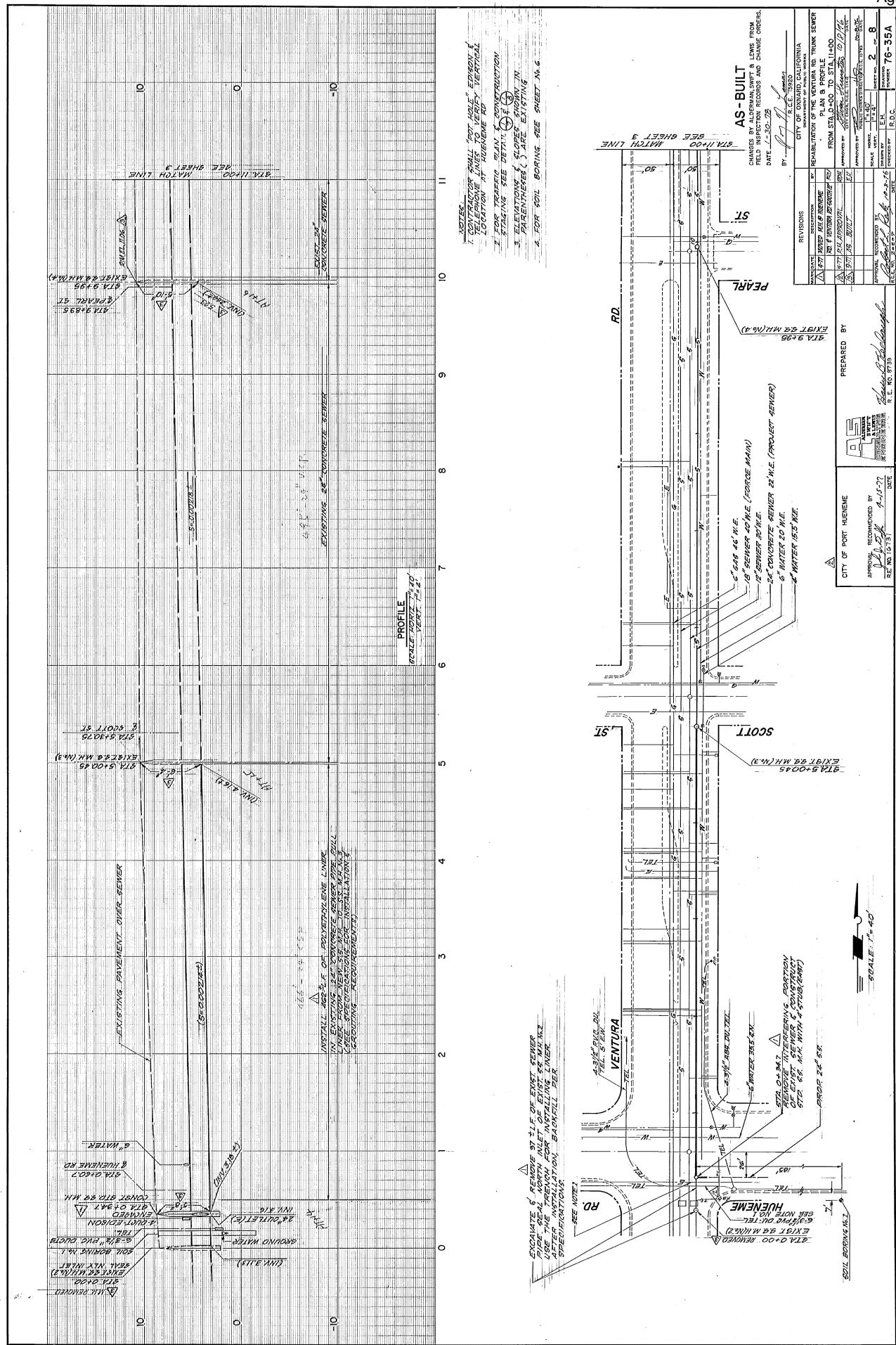
DATE 12-22-21
BY 11/11/21
CITY OF OXNARD

CITY OF PORT HUENEME

APPROVED: 12-15-21
DATE 12-15-21
BY 11/11/21
CITY OF PORT HUENEME

PREPARED BY

DATE 12-15-21
BY 11/11/21
CITY OF PORT HUENEME



NOTES:
1. CONTRACTOR SHALL "POI-HOLE" EXISTING 12\"/>

AS-BUILT
CHANGES BY ALDERMAN SWIFT & LENS FROM
FIELD RECORDS AND RECORDS AND CHANGE ORDERS
DATE 12-30-78
BY *[Signature]*

REVISIONS		BY	DATE
1	REVISED 12-30-78	ALDERMAN SWIFT & LENS	12-30-78
2	REVISED 12-30-78	ALDERMAN SWIFT & LENS	12-30-78
3	REVISED 12-30-78	ALDERMAN SWIFT & LENS	12-30-78
4	REVISED 12-30-78	ALDERMAN SWIFT & LENS	12-30-78
5	REVISED 12-30-78	ALDERMAN SWIFT & LENS	12-30-78
6	REVISED 12-30-78	ALDERMAN SWIFT & LENS	12-30-78
7	REVISED 12-30-78	ALDERMAN SWIFT & LENS	12-30-78
8	REVISED 12-30-78	ALDERMAN SWIFT & LENS	12-30-78
9	REVISED 12-30-78	ALDERMAN SWIFT & LENS	12-30-78
10	REVISED 12-30-78	ALDERMAN SWIFT & LENS	12-30-78

PREPARED BY
[Signature]
CITY OF PORT HUENEME
APPROVED BY
[Signature]
DATE 4-15-79
S.E. NO. 12131

DRAWING NUMBER
76-35A
SHEET 2/8

DRAWING NUMBER
76-35A
SHEET 2/8

DRAWING NUMBER
76-35A
SHEET 2/8

DRAWING NUMBER
76-35A
SHEET 2/8

AS-BUILT

CHANGES BY _____ FROM
FIELD INSPECTION RECORDS AND CHANGE ORDERS.

DATE 1-30-77

BY [Signature] P.E. 1530

PREPARED BY _____

CITY OF PORT MENEMIE

APPROVAL RECORDED BY [Signature] DATE 4-15-77

REC NO. 17353

DATE _____

REVISIONS

NO.	DATE	DESCRIPTION
1	2-20-77	200' W. 200' S.
2	2-20-77	200' S. 200' W.

CITY OF OXNARD, CALIFORNIA

REHABILITATION OF THE VENTURA TO FRANK SOWER
FROM STA. 20+00 TO STA. 25+00 &
STORM DRAIN REDUCEDS

APPROVED BY [Signature] DATE 10-1-76

APPROVED BY [Signature] DATE 10-1-76

SCALE: HORIZONTAL: 1" = 50' VERTICAL: 1" = 10'

NO. 4 8

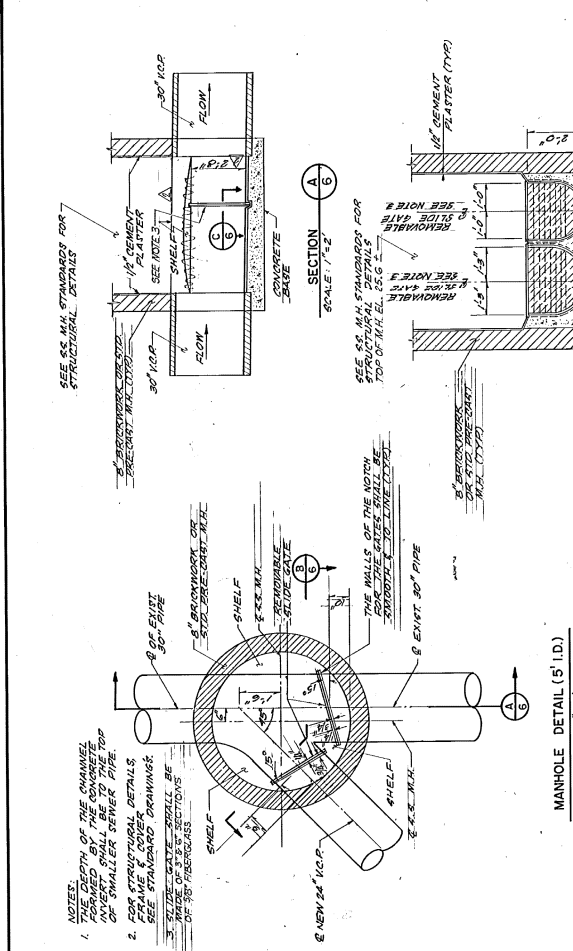
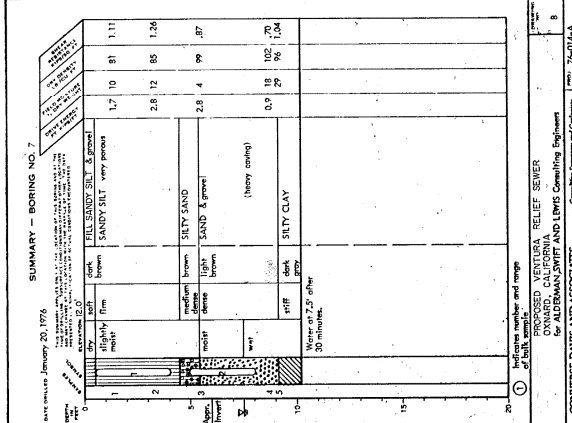
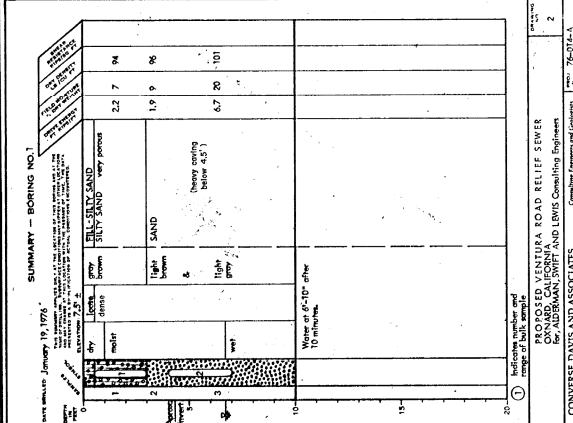
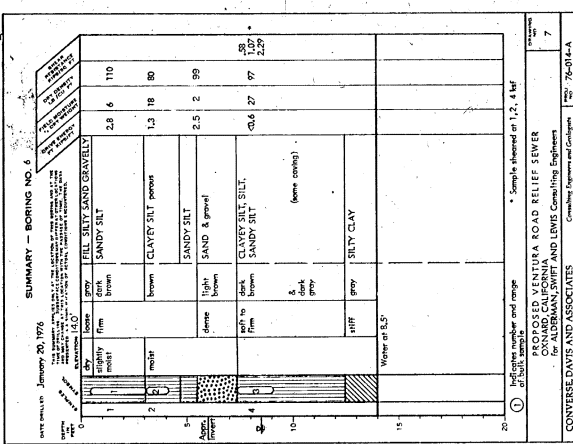
DESIGNED BY _____

DRAWN BY [Signature]

CHECKED BY _____

REVISIONS

DATE _____

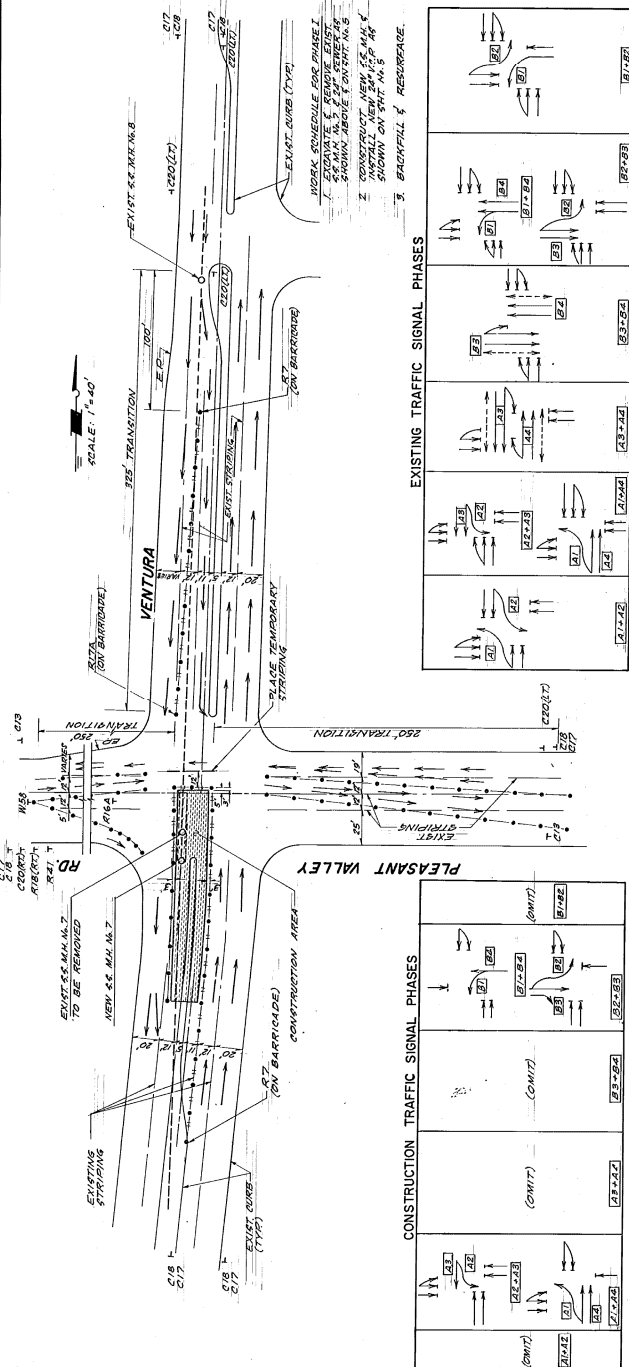


TRAFFIC & CONSTRUCTION STAGING NOTES

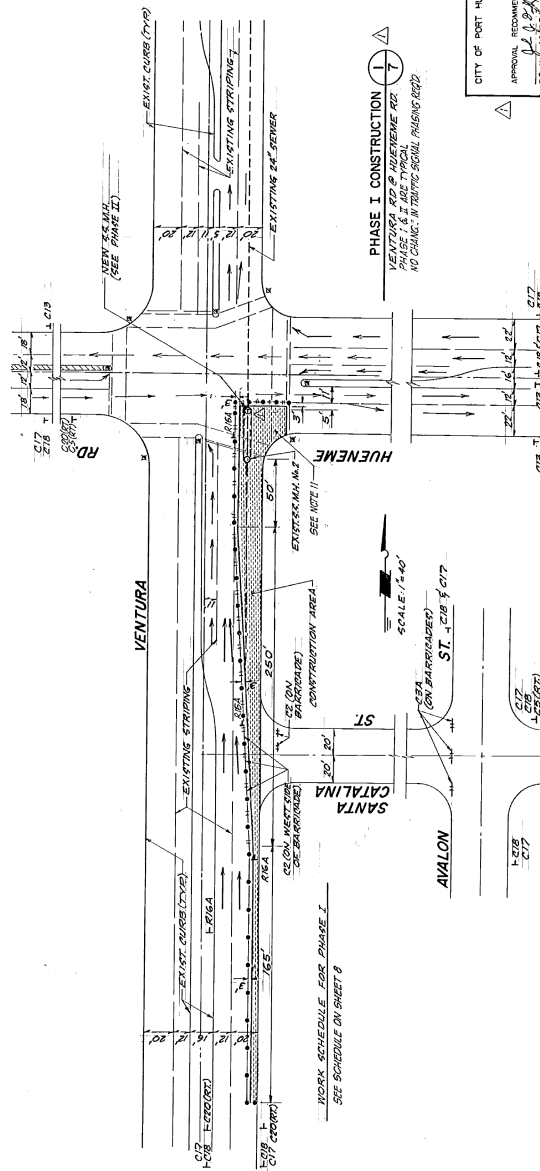
- ALL CONSTRUCTION SIGNS, DELINEATORS, ETC. AND THEIR USE DURING CONSTRUCTION SHALL CONFORM TO THE "MANUAL OF WARNING SIGNS, LIGHTS AND DEVICES FOR USE IN PERFORMANCE OF WORK ON HIGHWAYS" ISSUED BY THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, 1973, AND THE "STATE OF CALIFORNIA STANDARD SPECIFICATIONS, 1973."
- CONSTRUCTION SIGNS SHALL BE PLACED IN ADVANCE OF THE WORK AREA, AND DELINEATORS AND BARRIERS MUST BE EQUIPPED WITH LIGHTING DEVICES. THE LOCATION OF ALL SIGNS SHOWN ARE ONLY APPROXIMATE AND THE EXACT LOCATION SHALL BE DETERMINED IN THE FIELD BY THE ENGINEER.
- THE CONTRACTOR SHALL CONFORM TO ALL REQUIREMENTS AND STANDARDS OF THE CITY OF PORT HUENEME.
- THERE SHALL BE A MINIMUM OF 5 FEET BETWEEN THE NEAREST TRAFFIC LANE AND THE OPEN ENCLOSURE. THERE SHALL ALSO BE A MINIMUM OF 3 FEET BETWEEN THE NEAREST TRAFFIC LANE AND THE DESIGNATED WORK AREA.
- TRAFFIC SIGNAL PHASING AND TIMING AT ALL CONTROLLED INTERSECTIONS SHALL BE ADJUSTED AS REQUIRED FOR EACH PHASE OF CONSTRUCTION TO MAINTAIN THE DIRECTION OF THE TRAFFIC ENGINEER OF THE CITY OF PORT HUENEME ON HIS DESIGNATED REPRESENTATIVE.
- IN AREAS WHERE CONSTRUCTION STAGING IS SCHEDULED, EACH PHASE MUST BE COMPLETED BEFORE BEGINNING THE NEXT PHASE.
- IN AREAS WHERE TRAFFIC FLOW ARROWS ARE NOT SHOWN ON THE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND PLACING "NO PARKING" SIGNS WHERE REQUIRED.
- THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO INSURE SAFE TRAFFIC FLOW AT THE INTERSECTION OF VENTURA ROAD AND HUENEME ROAD WHEN THE TEMPORARY STEEL TRAFFIC BRIDGE IS IN USE. IF SCHEDULE "A" AND SCHEDULE "B-C" ARE BEING WORKED ON AT THE SAME TIME, USE TRAFFIC DETOUR FOR SCHEDULE "B-C".

LEGEND

- WORK AREA
- TRAFFIC DELINEATOR
- EXISTING STRIPING
- EXISTING STORM DRAIN
- SSMH
- SIGN POST
- TRAFFIC FLOW
- ROAD CLOSED TO THROUGH TRAFFIC
- DETOUR (RIGHT)
- END OF CONSTRUCTION
- RIGHT LANE CLOSED AHEAD
- RIGHT LANE CLOSED AHEAD
- STOP
- KEEP RIGHT
- NO RIGHT TURN
- NO LEFT TURN
- RIGHT LANE MUST TURN RIGHT
- THRU TRAFFIC MERGE RIGHT
- THRU TRAFFIC MERGE LEFT
- TRAFFIC SIGNAL



PHASE I CONSTRUCTION 1



AS-BUILT

CHANGED BY ALFONSO SMITH & LEWIS FROM
DATE 12-30-20 RECORDS AND CHANGE ORDERS
BY: *ALFONSO SMITH* 12-30-20

PHASE I CONSTRUCTION 2

CHANGED BY ALFONSO SMITH & LEWIS FROM
DATE 12-30-20 RECORDS AND CHANGE ORDERS
BY: *ALFONSO SMITH* 12-30-20

PREPARED BY:

CITY OF PORT HUENEME

APPROVAL RECOMMENDED BY:

RE: *12-30-20*

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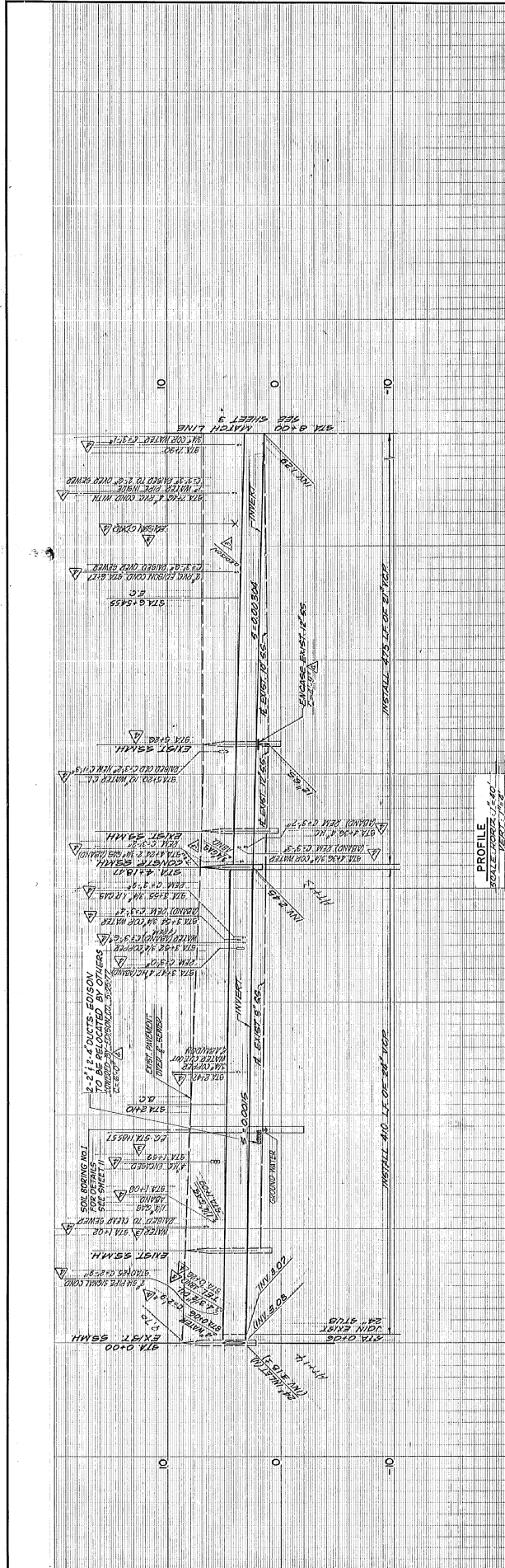
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REVISIONS	DATE	BY	DESCRIPTION
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2	12/30/20	ALFONSO SMITH	PHASE I CONSTRUCTION
3	12/30/20	ALFONSO SMITH	PHASE II CONSTRUCTION

CITY OF ONTARIO, CALIFORNIA	CONSTRUCTION STAGING PLAN
REHABILITATION OF THE VENTURA ROAD BRIDGE	CONSTRUCTION STAGING PLAN
APPROVED BY: <i>ALFONSO SMITH</i>	APPROVED BY: <i>ALFONSO SMITH</i>
DATE: 12/30/20	DATE: 12/30/20
SCALE: 1"=40'	SCALE: 1"=40'
SHEET NO. 7 OF 8	SHEET NO. 7 OF 8
DRAWING NUMBER: 76-35A	DRAWING NUMBER: 76-35A

EXHIBIT “B”

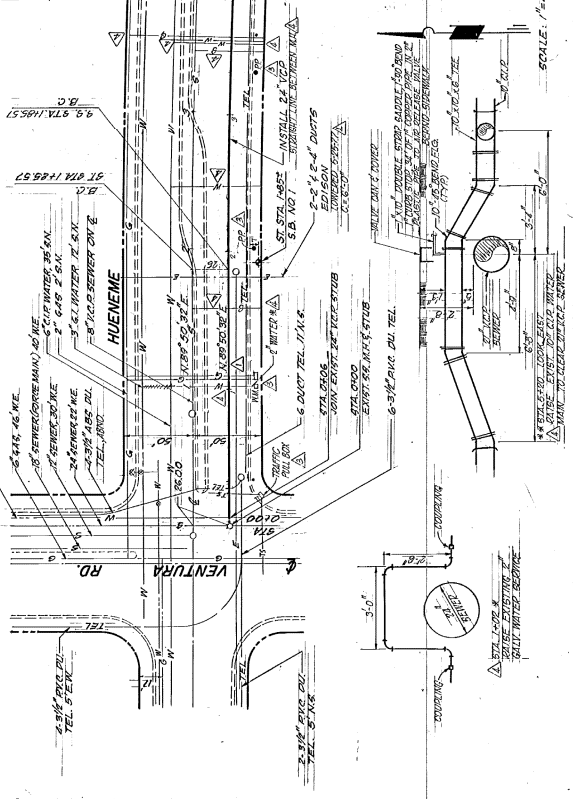
**Depiction of Sewer Facilities extending South of Intersection of
Hueneme Road and Ventura Road**



PROFILE
SCALE: 1"=40'

STREET & CURVE DATA

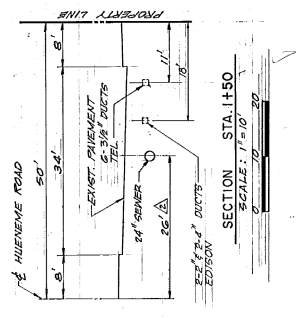
1-5'54" 08"
R=5000'
L=474.9'
T=235.6'



SEWER & CURVE DATA

1-5'54" 08"
R=5000'
L=474.9'
T=235.6'

NOTE:
THE CONTRACTOR SHALL VERIFY, IN THE FIELD
THE VERTICAL LOCATION OF ALL UTILITIES
BEFORE BEGINNING CONSTRUCTION.
THE ENGINEER WITH THE INFORMATION AT LEAST ONE (1) WEEK
PRIOR TO BEGINNING CONSTRUCTION.



AS-BUILT

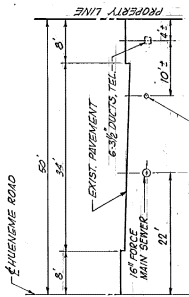
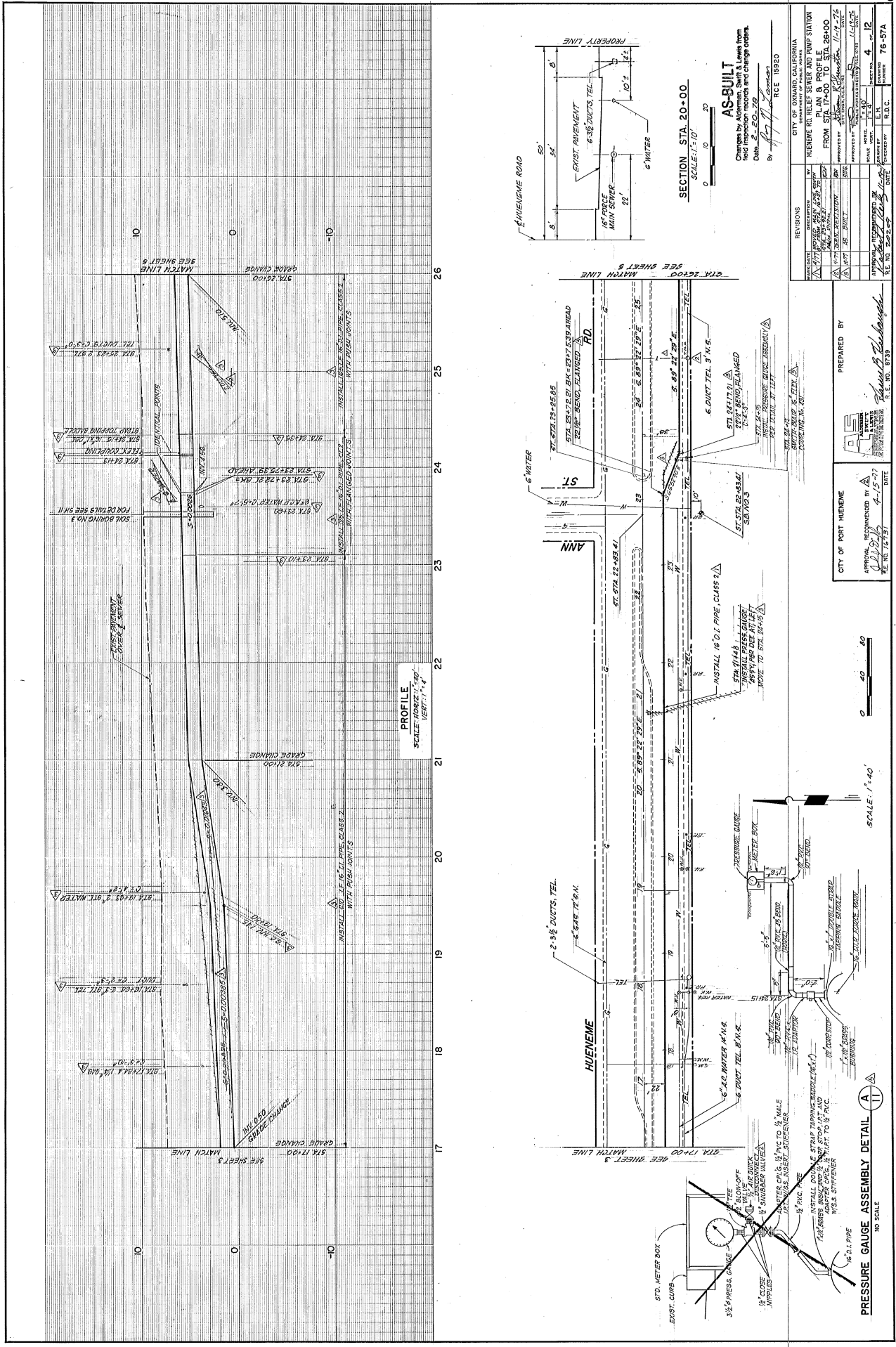
Changes by Addendum, Sheet & Lower from
the final approved plans and change orders.
Date: 5-20-20
By: [Signature]
RCE 15920

PREPARED BY
[Signature]
DATE: 4-15-20
RCE 15920

CITY OF PORT HUENEME
APPROVAL RECOMMENDED BY
[Signature]
DATE: 4-15-20
RCE 15920

REVISIONS	DATE	BY	REASON
1	11-17-17	[Signature]	ISSUED FOR PERMIT
2	11-17-17	[Signature]	ISSUED FOR PERMIT
3	11-17-17	[Signature]	ISSUED FOR PERMIT
4	11-17-17	[Signature]	ISSUED FOR PERMIT
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11	11-17-17	[Signature]	ISSUED FOR PERMIT
12	11-17-17	[Signature]	ISSUED FOR PERMIT





SECTION STA. 20+00.
SCALE: 1\"/>

AS-BUILT
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THE ORIGINAL PLAN AND PROFILE
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By: [Signature]
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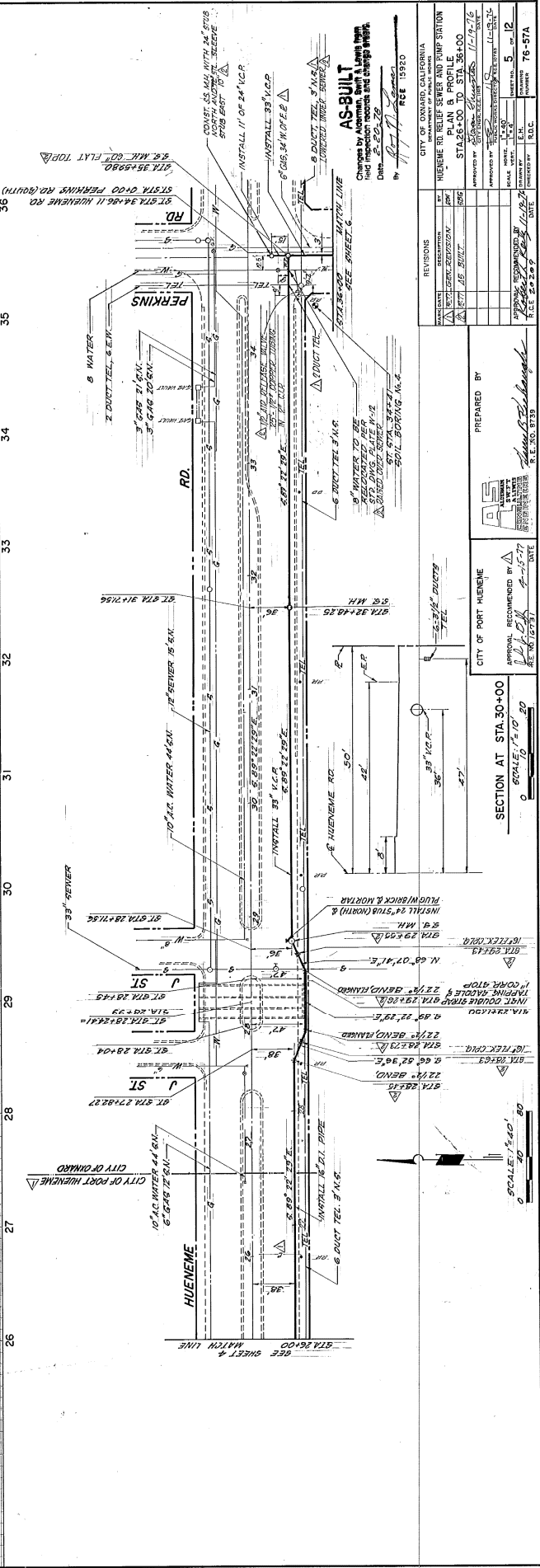
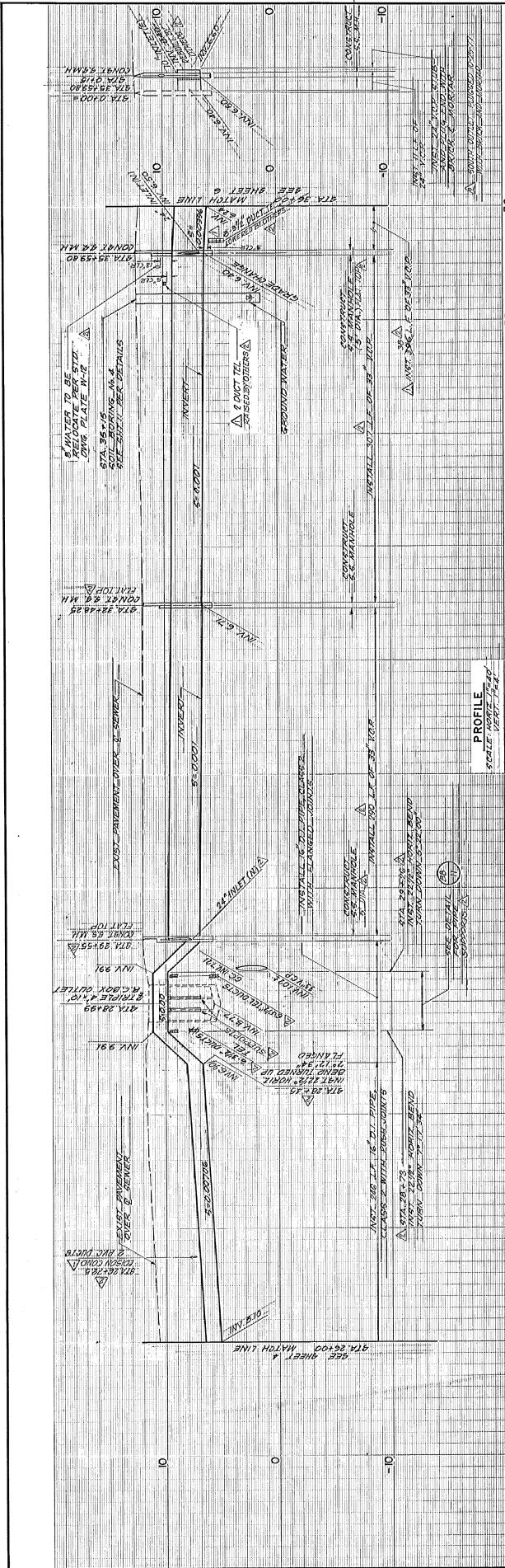
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11	AS-BUILT	2-20-20	[Signature]	[Signature]	[Signature]
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CITY OF PORT HUENEME
APPROVAL: [Signature]
DATE: 4-15-20
RCE NO. 8139

SCALE: 1\"/>

SCALE: 1\"/>

PRESSURE GAUGE ASSEMBLY DETAIL
NO SCALE



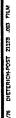
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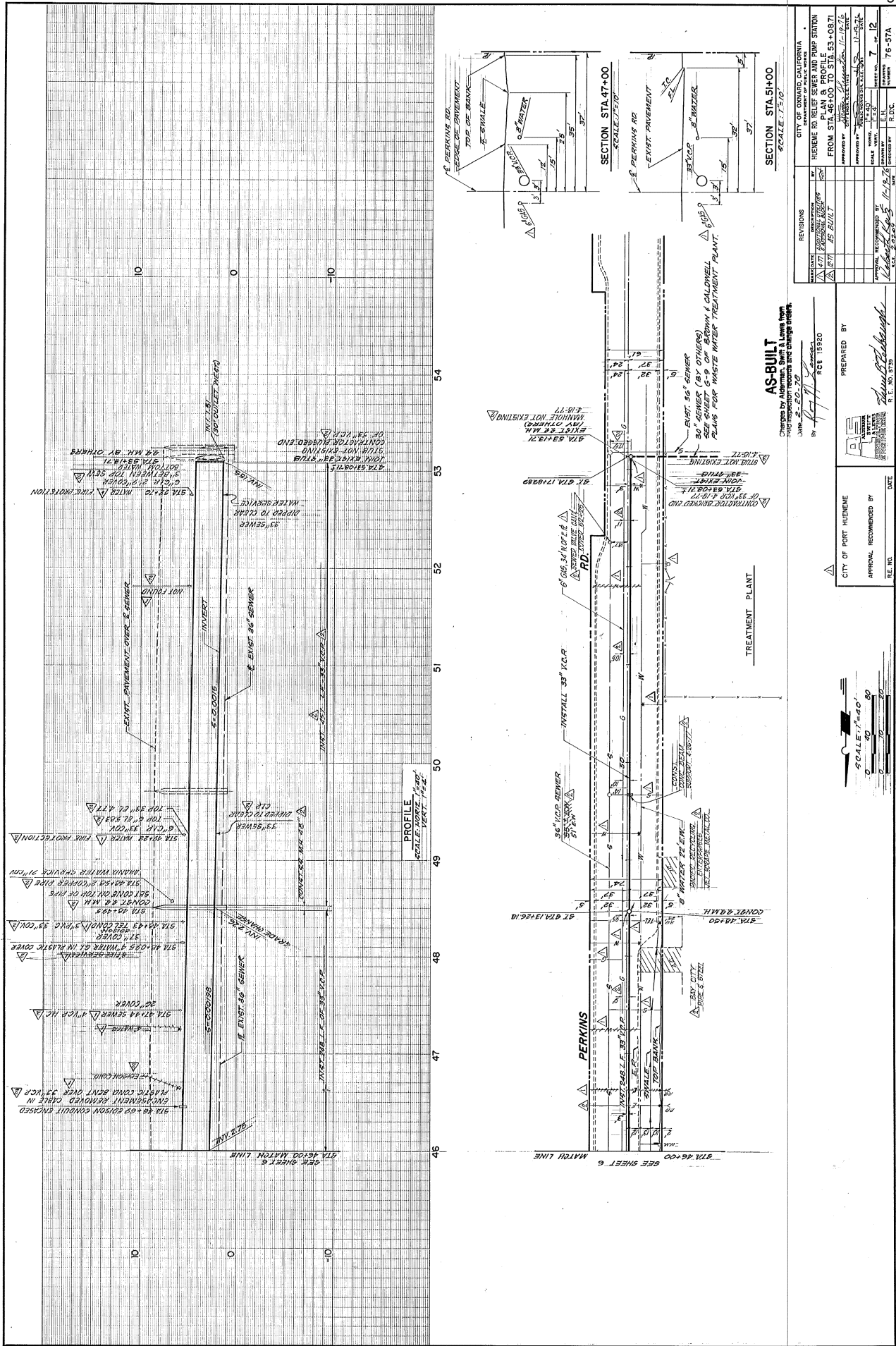
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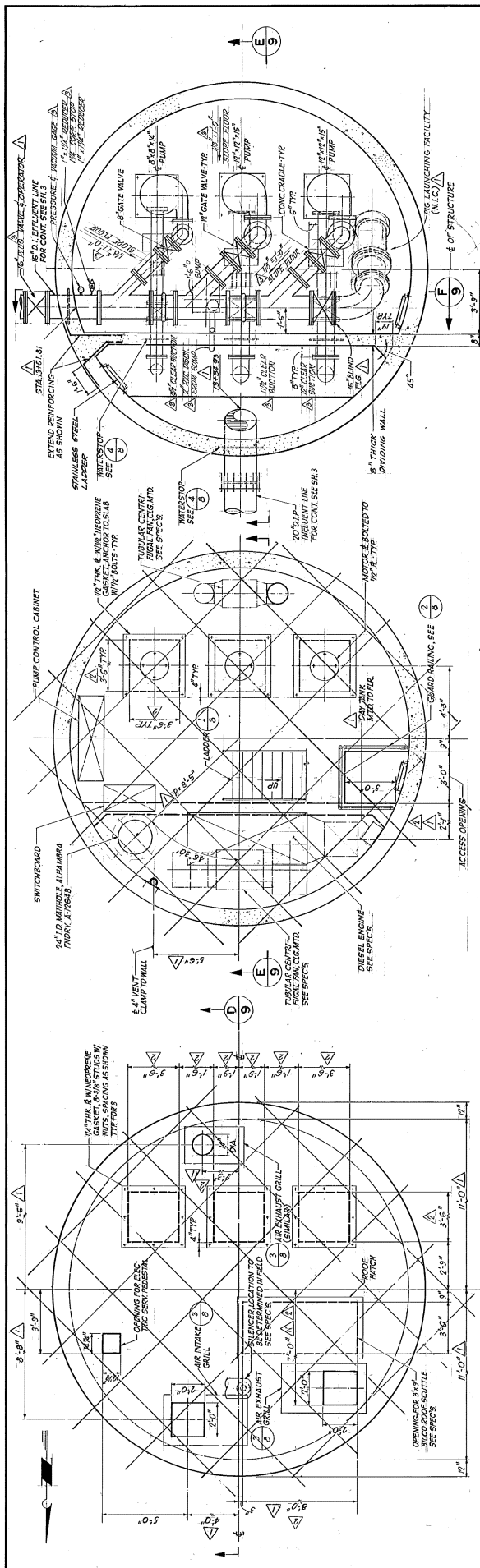
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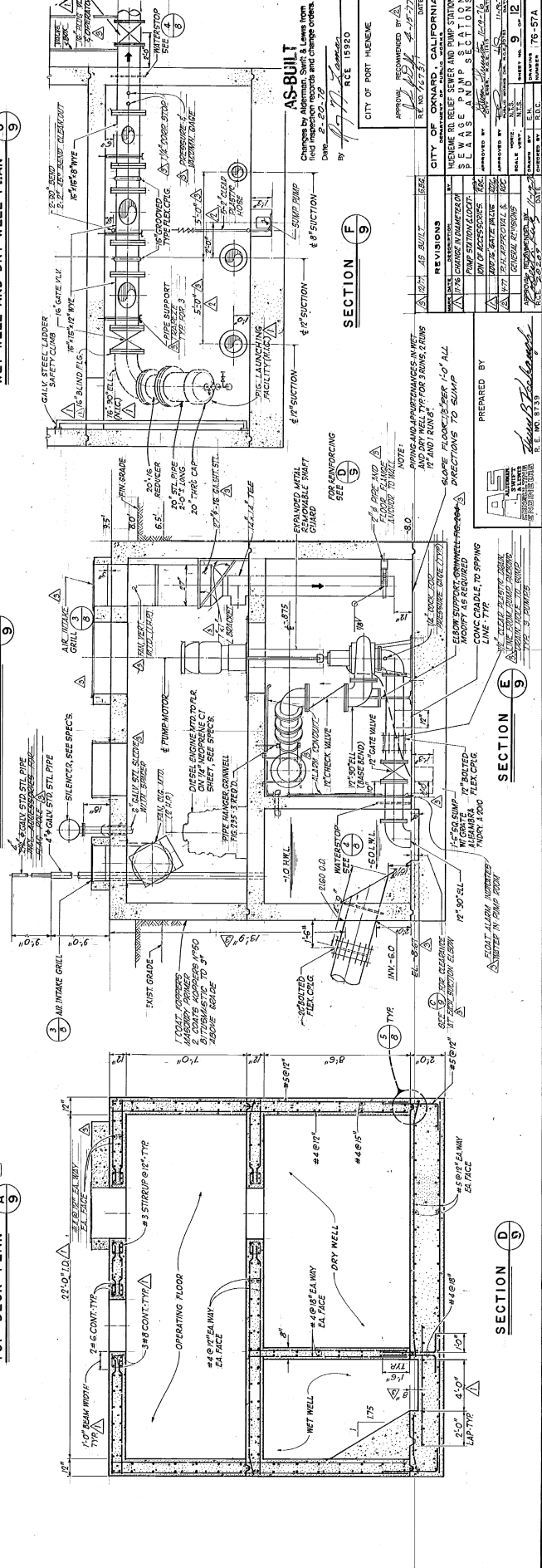
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76-57A
SHEET 8/12







WET WELL AND DRY WELL PLAN



OPERATING FLOOR PLAN

TOP DECK PLAN

SECTION D 5

SECTION

SECTION 9

AS BUILT

AS-BUILT
Changes by Alderman, Swift & Lewis from field inspection records and change orders.

CITY OF PORT HUENEME

APPROVAL: _____ RECOMMENDED BY: _____

RE. NO. 16731

OXNARD, CALIFORNIA
DEPARTMENT OF PUBLIC WORKS

RELIEF SEWER AND PUMP STA
E P U M P S T A T I

AND SECTION
Steven Hunter 11-19-11

CITY ENGR. P.O.E. 11815
117
107
MAY 19 1963

N.T.S. _____
N.T.S. _____

E.H.	DRAWING	76-57A
R.D.C.	NUMBER	

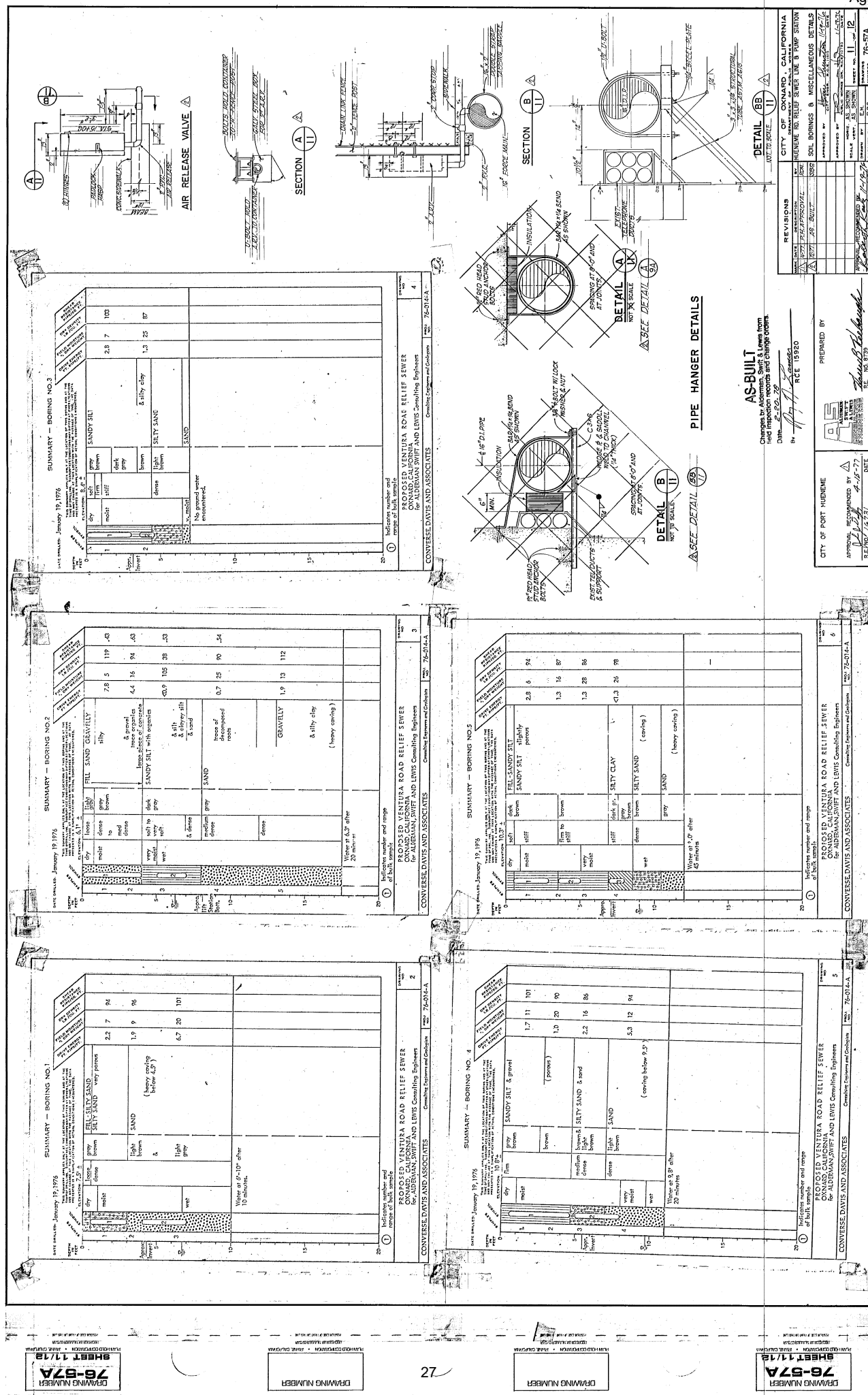
DRAWING NUMBER
76-57A
SHEET 9/12

DRAWING NUMBER

25

DRAWING NUMBER

DRAWING NUMBER
76-57A
SHEET 9/12



76-57A
SHEET 11/12
DRAWING NUMBER

76-57A
SHEET 11/12
DRAWING NUMBER

76-57A
SHEET 11/12
DRAWING NUMBER

76-57A
SHEET 11/12
DRAWING NUMBER

76-57A
SHEET 11/12
DRAWING NUMBER

GENERAL TRAFFIC NOTES

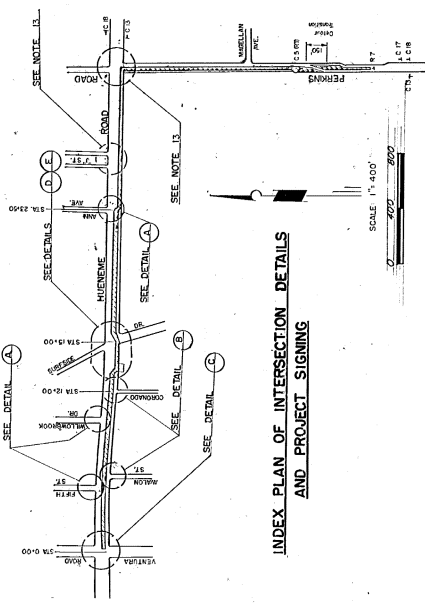
1. ALL CONSTRUCTION SIGNS, DELINEATORS, ETC., AND THEIR USE DURING CONSTRUCTION SHALL CONFORM TO THE "MANUAL OF TRAFFIC CONTROL DEVICES FOR USE IN PERFORMANCE OF WORK ON HIGHWAYS" ISSUED BY THE FEDERAL BUREAU OF HIGHWAYS, U.S. DEPARTMENT OF COMMERCE, AND THE "STATE OF CALIFORNIA STANDARD SPECIFICATIONS, 1973".
2. AT ALL APPROACHES TO CONSTRUCTION AREAS WHERE AN OPEN TRENCH EXISTS AND OR WHERE THE TRAFFIC DETOUR WILL BE IN EXISTENCE DURING NIGHT HOURS, DELINEATORS AND BARRICADES MUST BE EQUIPPED WITH LIGHTING DEVICES.
3. THE LOCATION OF ALL SIGNS SHOWN ARE ONLY APPROXIMATE, AND THE EXACT LOCATION SHALL BE DETERMINED IN THE FIELD BY THE ENGINEER.
4. THE CONTRACTOR SHALL CONFORM TO ALL REQUIREMENTS AND STANDARDS OF THE CITY OF OXNARD, CALIFORNIA, AND THE CITY OF OXNARD.
5. THERE SHALL BE A MINIMUM OF 5 FEET BETWEEN THE NEAREST TRAFFIC LANE AND THE EDGE OF AN OPEN TRENCH.
6. THE ORDER OF STAGING AT SURSIDE DRIVE IS AT THE OPTION OF THE CONTRACTOR EXCEPT THAT STAGES "A" AND "B" MUST BE COMPLETED IN SUCCESSION TO AVOID UNNECESSARY SHIFTING OF TRAFFIC LANE ALONG HUENEME ROAD.
7. IN AREAS WHERE CONSTRUCTION STAGING IS SCHEDULED, EACH PHASE MUST BE COMPLETED BEFORE BEGINNING THE NEXT PHASE.
8. IN AREAS WHERE TRAFFIC FLOW ARROWS ARE NOT SHOWN ON THE PLANS, THE TRAFFIC FLOW REMAINS UNCHANGED.
9. A MAXIMUM OF 500 FEET OF OPEN TRENCH SHALL BE PERMITTED AT ANY ONE TIME. WORK SHALL NOT BE ALLOWED IN MORE THAN ONE INTERSECTION AT ANY ONE TIME. IMMEDIATELY FOLLOWING CONSTRUCTION, TEMPORARY PAVEMENT SHALL BE PLACED AND PAVEMENT RESTORED TO NORMAL USE.
10. VEHICULAR ACCESS TO DRIVEWAYS SHALL BE MAINTAINED EXCEPT WHEN NECESSARY CONSTRUCTION PRECLUDES SUCH ACCESS FOR REASONABLE PERIODS OF TIME.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND PLACING "NO PARKING" SIGNS WHERE REQUIRED.
12. DURING CONSTRUCTION AT THE INTERSECTIONS OF HUENEME ROAD AND "J" STREET AND HUENEME ROAD AND PERKINS ROAD, ALL TURNING MOVEMENTS SHALL BE PERMITTED.
13. THE MEDIAN IN HUENEME ROAD SHALL NOT BE INCLUDED IN THE CONSTRUCTION ZONE.

LEGEND

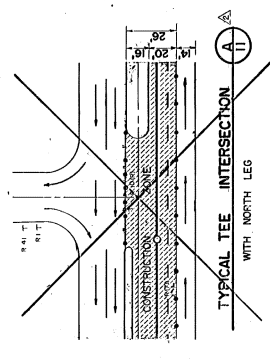
- CONSTRUCTION ZONE
- TRAFFIC DELINEATOR
- BARRICADE
- EXISTING STRIPING
- SEWER LINE UNDER CONSTRUCTION
- SANITARY SEWER MANHOLE
- SIGN POST
- ROAD CLOSURE
- ROAD CLOSED TO THROUGH TRAFFIC
- DETOUR (RIGHT) (LEFT)
- END CONSTRUCTION
- 25 MPH SPEED LIMIT
- ROAD CONSTRUCTION AHEAD
- ROAD CONSTRUCTION AHEAD
- LEFT LANE CLOSED AHEAD
- STOP
- KEEP RIGHT
- ONE WAY
- NO RIGHT TURN
- NO LEFT TURN
- RIGHT TURN ONLY

CITY OF OXNARD, CALIFORNIA
APPROVAL: RECOMMENDED BY *[Signature]*
DATE: 12/18/77
RD NO. 15-27

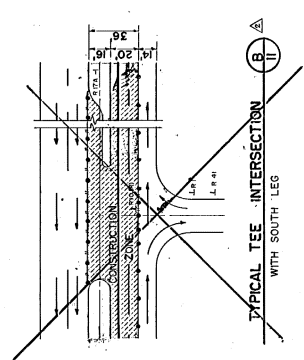
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NO.	DESCRIPTION	DATE	BY
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4	DELETED		
5	GENERAL REMARKS		
6	GENERAL REMARKS		
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8	GENERAL REMARKS		
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16	GENERAL REMARKS		
17	GENERAL REMARKS		
18	GENERAL REMARKS		
19	GENERAL REMARKS		
20	GENERAL REMARKS		



INDEX PLAN OF INTERSECTION DETAILS AND PROJECT SIGNING

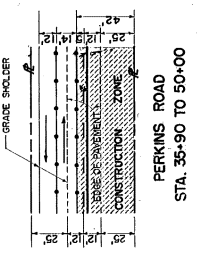
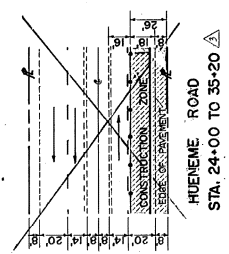
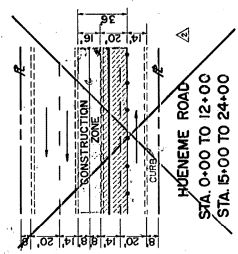


TYPICAL TEE INTERSECTION WITH NORTH LEG

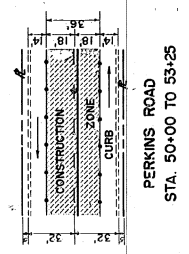


TYPICAL TEE INTERSECTION WITH SOUTH LEG

TYPICAL MIDBLOCK PLANS



PERKINS ROAD STA. 35+90 TO 50+00



PERKINS ROAD STA. 50+00 TO 53+25

INTERSECTION DETAIL HUENEME RD. & SURFSIDE DR. STAGE "A" & "B"

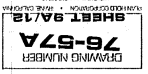
TRAFFIC DETOURING OR HUENEME RD. ACCORDING TO SURFSIDE DR. TO BE AS DIRECTED BY THE CITY OF OXNARD.

INTERSECTION DETAIL HUENEME RD. & SURFSIDE DR. STAGE "C" & "D"

INTERSECTION DETAIL HUENEME RD. & VENTURA RD. TRAFFIC SIGNALS TO BE FLASHING RED AS DIRECTED BY THE CITY OF OXNARD.

AS-BUILT
Changes by Addendum, Sheet & Lines from Original Plans and Change Orders.
Drawn: 2-20-78
By: *[Signature]*
ACE 15520

PREPARED BY
[Signature]
RD NO. 8793



On March 13, 2024, Port Hueneme staff responded to a report of a sinkhole developing on Ventura Road, in front of City Hall. As excavation was performed, it was discovered that a section of sewer force main was observed to be cracked and a hole on the top of the pipe was present.

The line was determined to be an 18-inch Asbestos Cement Pipe that services flow from Naval Base Ventura County (NBVC), as well as the area from Pleasant Valley Road to Bryce Canyon to the north between J Street and Ventura Road.

During the course of the repair, it became apparent the overall condition of the intact original pipeline appeared to be in a similarly distressed state. Based on that assessment, Port Hueneme procured additional pipe and fittings in the event another occurrence developed, as the pipeline is vital in conveying wastewater from the above referenced areas of both Port Hueneme and NBVC, to the Regional Wastewater Treatment Plant.

After attending to the immediate task of repairing the damaged sewer force main, Port Hueneme immediately began to define a scope of work to make repairs to the entire segment of the damaged line, including a temporary bypass. During the development of the scope of work, it became apparent several other utility lines were located in and around the area of the line in need of repair that may have conflict with any work necessary to complete repair of the damaged sewer force main.

One of the lines identified in the area was determined to be an abandoned Oxnard 24-inch sewer trunk line. Port Hueneme reached out to the Oxnard Public Works team to inquire if there may be interest in transferring ownership of that line to Port Hueneme.

Port Hueneme sees benefit to both agencies if an agreement can be reached allowing Port Hueneme to assume ownership of the abandoned Oxnard Trunk Line. Port Hueneme will benefit by utilizing the line to construct a replacement for their damaged line, while having minimized construction impact to the community. Conversely, Oxnard will benefit in that it will be relieved of any future liability related to a potential failure of the identified segments of line considered in the agreement.

On May 7, 2024, Oxnard and Port Hueneme staff entered into a Right of Entry Agreement. The agreement granted Port Hueneme permission to access the Oxnard Trunk Line for purposes of inspecting the condition of the line. Port Hueneme performed the inspection and found the line to be serviceable for their needs. Concurrently, Port Hueneme drafted an agreement to transfer ownership of the line to Port Hueneme.

Sewer Main Transfer of Ownership Agreement

Public Works and Transportation Committee
July 9, 2024

City Council
July 30, 2024

Tim Beaman
Interim Assistant Public Works Director

FOR PUBLIC WORKS AND TRANSPORTATION COMMITTEE:

That the Public Works and Transportation Committee recommend that the City Council authorize the City Manager to execute an Agreement and any associated documents transferring the ownership of the out-of-service Sewer Main from the City of Oxnard to the City of Port Hueneme.

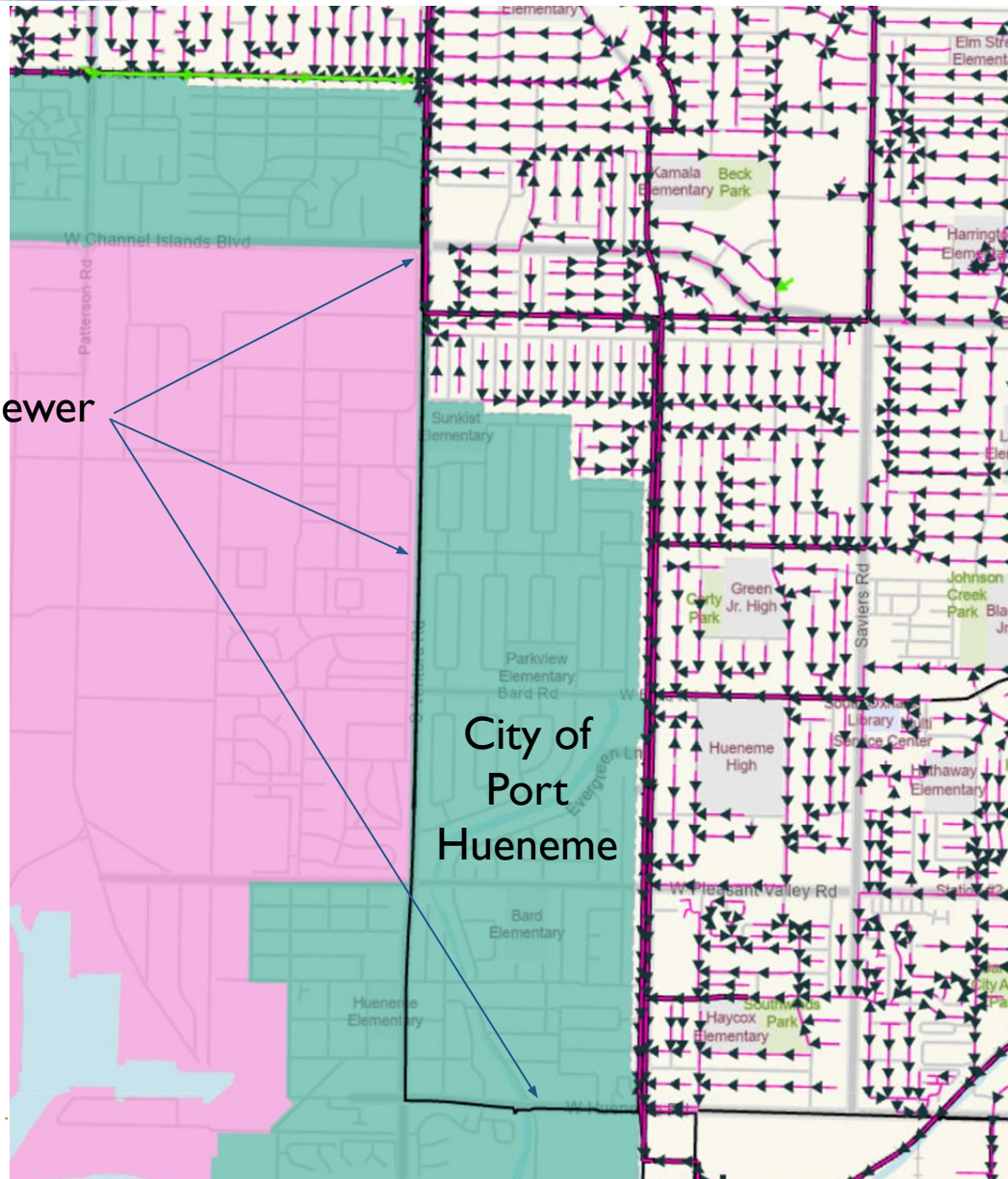
FOR CITY COUNCIL:

That the City Council authorize the City Manager to execute an Agreement and any associated documents transferring the ownership of the out-of-service Sewer Main from the City of Oxnard to the City of Port Hueneme.

- March 13, 2024 City of Port Hueneme (PH) was addressing a sinkhole on Ventura Road and determined their existing sewer forcemain needed additional attention
- April 18, 2024 PH contact the City of Oxnard regarding an out-of-service sewer line in Ventura Road
 - Construction in 1976 by the City of Oxnard
 - Sewer line within PH city limits
 - Placed out-of-service in 2003 as part of the Redwood Trunk Project
- PH entered into a right of entry agreement with Oxnard and inspected the sewer line
- PH asked for a transfer of ownership of the sewer line

- Oxnard staff reviewed record documents and met internally to determine the original intent of the out-of-service pipeline and future needs
- A portion of the pipeline was demolished as part of the Lift Station 28 Demolition Project
- No plans to recommission the remaining pipeline
- Current valuation based on asset depreciated value
 - \$20,559.54
- Staff recommends that ownership of the pipeline be transferred to the City of Port Hueneme for the remaining depreciated value

Out of Service Sewer



This action includes the transfer of a City asset with compensation in the amount of \$20,559.54 which will be deposited into the Wastewater Operating Revenue Fund (6113610-47000 Miscellaneous Revenue) once received.



QUESTIONS?



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.3

DATE: July 30, 2024

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Agreement 32500043 with Carollo Engineering, Inc. for Engineering Services for Aquifer Storage and Recovery Pilot Well PW 24-107. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an Agreement with Carollo Engineering, Inc. for a total amount not to exceed \$859,069.50 from August 1, 2024 to January 31, 2026 for Engineering Services for Aquifer Storage and Recovery Pilot Well.

(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/cWOBziWRFzY>

BACKGROUND

The Aquifer Storage and Recovery (ASR) well is a demonstration project that consists of injecting advanced treated recycled water from the Advanced Water Purification Facility (AWPF) into the Oxnard Subbasin for three to six months, holding the water on the groundwater aquifer for the required detention time, and then withdrawing the water from the same wells for indirect potable reuse.

The demonstration ASR well, three monitoring wells and the underground pipe tie-in from the Ventura Road Recycled Water Backbone Pipeline to the ASR Well below-ground components have already been constructed. Construction on the current aboveground phase began in 2021. It includes the installation of the pump house with the pump, piping, electrical equipment, and appurtenances located within in addition to a maintenance access road. During the construction, the contractor submitted requests for information (RFIs) identifying components that are needed to complete the start-up and commissioning of the well. These components include:

- Backflushing
- Water service
- Supervisory Control and Data Acquisition (SCADA)
- Operation and Maintenance Manuals and Standard Operating Procedures
- Operation and Optimization Plan
- As-built Drawings
- Documentation And Specification Support for Recycled Water Backbone Pipeline Flushing
- ASR Well Facility Startup Testing

The original design of the pilot ASR project predates the employment of current key Public Works staff members. As such, it is not clear why these components were not included in the original design other than pushing the project forward

to ensure grant funds would not expire. Potentially, these components were always intended to be designed/installed later or could have been contemplated as a design-build option. Whatever the original intent of the design was, the fact remains these components now need to be designed and included in the construction project in order to move to the testing and permitting stage with the State of California.

Capital Improvement Program (CIP) Reference:

Project No. **C2021** – Aquifer Storage and Recovery Pilot Well - CIP 2025-2029 - Adopted June 4, 2024.

DISCUSSION

On April 29, 2024, the City released Request for Proposal (RFP) No. PW 24-107 Engineering Services for Aquifer Storage and Recovery Pilot Well. Proposals were due on May 23, 2024. The City received one proposal. The Water Operations Manager, Senior Civil Engineer, and Interim Assistant Director of Public Works evaluated the proposal and confirmed Carollo Engineering, Inc (Carollo) provided the experience and expertise to complete the engineering portion of the project. Procurement staff have verified Carollo possesses the required business licenses. They are known as an industry leader in recycled water and groundwater engineering. Based upon the available information and research performed to date, staff believes that Carollo is capable of satisfactorily performing the scope of work. It should be noted that Carollo was not the original designer for the ASR project.

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 amount of Agreement 32500043 with Carollo Engineering, Inc. shall not exceed \$859,069.50 and is included in the Fiscal Year 2025-2029 Capital Improvement Program and the Fiscal Year 2024-25 Adopted Budget from the Water Resources Development Impact Fee Fund (603) and corresponding Water Capital Fund (602) in Project C2021.

As of July 10, 2024, the available funding for this project is as follows:

FUND	AVAILABLE PROJECT BUDGET BALANCE
601-Water Operations	\$400,760
603-Water Resources Development Impact Fee	\$4,500,000
TOTAL	\$4,900,760

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, Interim Assistant Public Works Director

ATTACHMENTS

1. 32500043 Carollo ASR
2. Presentation

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND CAROLLO ENGINEERS, INC.**

By This CONSULTANT/Professional Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the Services of Carollo Engineers, 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. [RESERVED]

2. SUMMARY DESCRIPTION OF SERVICES. Engineering Services for Aquifer Storage and Recovery Pilot Well

3. 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

Carollo Engineers, Inc. ("CONSULTANT"), a corporation of the State of Delaware, with an office located at 707 Wilshire Blvd. Suite 3920, Los Angeles, California 90017

4. TERM OF AGREEMENT: From (Date): Aug 1, 2024 To (Date): Jan 31, 2026

4.1 Time is of the essence in this Agreement.

4.2 This Agreement does not have any options to extend.

4.3 [INTENTIONALLY OMMITTED]

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

5. AGREEMENT AMOUNT NOT TO EXCEED: \$859,069.50.

6. 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-A
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy

7. 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:	CONSULTANT Designated Representative:
Name: Tim Beaman	Name: Eric M. Mills, P.E.
Title: Interim Asst. Public Works Director	Title: Principal
Phone: 805-385-8141	Phone: 213-279-3305
Email: Timothy.Beaman@oxnard.org	Email: emills@carollo.com
Mailing Address (if differs from above):	Mailing Address (if differs from above):

8. CONTRACTUAL PREREQUISITES.

8.1 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.

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

8.3 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.

8.4 All proof of a CITY tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.

8.5 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.

9. CONSULTANT'S SERVICES.

9.1 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 13 of this Agreement.

9.2 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.

10. 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 CONSULTANT an amount not to exceed the amount is listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the CITY Council.

11. 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 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.

11.1 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: invoices@oxnard.org.

11.2 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.

11.3 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.

11.4 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.

12. [RESERVED]

13. 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 CITY Code, Sections 4-59 and 4-60.

14. 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 22 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.

15. [RESERVED]

16. 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, subCONSULTANTs, 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, subCONSULTANTs, or employees are in any manner agents, subCONSULTANTs, or employees of CITY.

17. 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.

18. 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.

19. STANDARD OF PERFORMANCE; WARRANTY.

19.1 CONSULTANT agrees to perform all Services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar Services under similar conditions in the same or similar locality. Such Services shall also be performed in a manner which is reasonably satisfactory to CITY PROJECT MANAGER, or designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

19.2 In accordance with the standard of care set forth in the first sentence of Section 19.1, the CONSULTANT agrees that it:

- (1) Has thoroughly reviewed and considered the Services and work to be performed;
- (2) Has reviewed the issues regarding the Scope of Services to be provided;
- (3) Has carefully considered how the Services and related work should be performed; and
- (4) Fully understands the facilities, difficulties and restrictions associated with performance of the Services required by this Agreement.

20. 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.

20.1. Records and Inspections. The CONSULTANT shall maintain full and accurate records, with respect to all Services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. 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.

20.2. 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.

20.3. 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.

20.4. 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.

20.5. 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 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) 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 7920.515.

20.6. 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.

20.7. 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.

21. 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 22.

22. 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 7. 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.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

23.1 Except as set forth in Subsection 23.3 of this Section 23, and to the fullest extent permitted by law, CONSULTANT shall immediately defend, indemnify, and hold harmless the CITY, its officers, employees, representatives, (but not including the CITY's construction contractors or other CONSULTANTS) and agents (the "CITY Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the CITY (collectively "Claims") which may arise out of CONSULTANT'S negligence or willful misconduct in the performance of the Services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the CITY 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. If it is finally adjudicated that liability was caused by the negligence or 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 Subsection 23.1 and 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 CITY 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 shall be construed to require CONSULTANT to provide indemnification for Claims caused by the active negligence or willful misconduct of the CITY Indemnitees, or any other party for whom CONSULTANT is not legally liable.

23.4 The CITY does not and shall not waive any rights that it may have against CONSULTANT under this Section, because of the acceptance by the CITY, or the deposit with the CITY, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of Section 23, inclusive shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

23.5 The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of CONSULTANT and shall survive the expiration or any early termination of this Agreement.

23.6 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 E” 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. For further information regarding Prevailing Wage Requirements please refer to Exhibit “F” attached to this Agreement.

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. [RESERVED]

28. 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.

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 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.

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. 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.

33. CARE OF WORK

Should CONSULTANT discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the CITY, CONSULTANT shall immediately inform the CITY of such fact and shall not provide any Services, except at CONSULTANT'S risk, until written instructions are received from the Project Manager.

34. REPORTS

Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services set forth in Exhibit "A", CONSULTANT shall prepare and submit reports to the CITY concerning CONSULTANT's performance of the Services required by this Agreement.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

46. 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.

47. 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.

48. 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.

49. ACKNOWLEDGEMENT.

By signing below, CONSULTANT acknowledges that it has reviewed the CITY'S 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 effective on the date as written in Section 4 and upon signature of all Parties.

CITY OF OXNARD

CAROLLO ENGINEERS, INC.

☒ John C. Zaragoza, Mayor¹ Date
☐ Jennifer Yates, Purchasing Manager²

Eric M. Mills, Sr Vice President Date

Matthieu Roussillon, Vice President ³ Date

ATTEST:

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

APPROVED AS TO FORM:

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.

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

CONSULTANT/PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and Carollo Engineers, Inc.)

SCOPE OF SERVICES

Project Manager: Omar Ortiz 805-276-7470 Omar.Ortiz@oxnard.org

Task 1: Program Management

1. Project Management. Consultant will coordinate all efforts of the Project Team including representatives from the City of Oxnard Public Works (City). The Consultant will facilitate regular Project progress meetings and provide monthly written updates on the Project status and budget.
2. Project Kick-off Meeting. At the commencement of the Project, the Consultant will facilitate a “kick-off” meeting with the City’s engineering and operations staff to discuss the scope and parameters of the Project.
3. Progress Meetings. Consultant will attend monthly meetings at the City for the duration of the project.
4. Project Coordination. Consultant will coordinate all of the services of sub-consultants including site visits, site inspections, and will ensure coordination with the City operations and engineering staff and other interested parties as outlined by the City.
5. Monthly Invoicing. The Consultant will submit invoices on a monthly basis with all supporting documentation in a format acceptable to the City. Invoices requiring amendment will be dated according to when the revised invoice is delivered to the City. Invoices will be delivered electronically to the Project Manager and to PWInvoices@Oxnard.org.

Task 2: Backflushing

The Consultant will complete the application process to obtain a NPDES Permit from the Regional Water Control Board (RWQCB) for the discharge and disposal of backflushed water from the ASR Well. The Consultant will provide plan for two rounds of RWQCB questions and responses.

The Consultant will develop design drawings for the pipeline, air gap, catch basin, and connection to the stormwater system required to dispose of backflush water. The design will include all necessary valves, appurtenances, and security measures around the catch basin.

Deliverables

- Notice of Intent
- Completed NPDES application
- 100% design drawings

Task 3: SCADA Design

Based on existing Requests for Information (RFI) and the existing documentation the Consultant will develop complete design drawings including Process and Instrumentation Design (P&IDs), programming, and communication.

Deliverables

- Formal responses to RFIs
- 100% design drawings

Task 4: Operation and Maintenance Manuals and Standard Operating Procedures

The Consultant will develop an operation and maintenance (O&M) manual for the ASR Well. The manual will include site overview, basis of design, well operation, electrical, and SCADA.

Standard operating procedures (SOP) will be developed for specific tasks pertaining to well and equipment maintenance. SOPs will include part are not limited to:

- Start-up
- Backflushing
- Water Quality Sampling
- Monitoring well sampling
- Shutdown and mothballing procedures

Deliverable

- O&M Manual
- Standard Operating Procedures

Task 5: As-built Drawings and Operation and Optimization Plan (OOP)

The Consultant will develop a complete set of as-built drawings. The drawings will be accompanied by an Engineer's Report that includes a revised basis for design and Department of Drinking Water (DDW) rules and regulations for indirect potable reuse operations of the ASR Well.

The Consultant will develop an OOP in accordance with the DDW Conditional Acceptance Letter for the City of Oxnard Groundwater Recharge Enhancement and Treatment Program.

Deliverables

- As-built drawings
- Engineer's Report
- OOP

Task 6: Bid Documentation And Specification Support for RW Backbone Pipeline Flushing

Consultant will prepare design drawings, accompanying bid specifications, and opinion of probable cost estimate to flush the portion of the existing Recycled Water Backbone Pipeline System that connects the AWPf to the ASR Well Facility only.

Deliverables

- 60% and 100% RW Backbone Flushing plan submittals.
- Draft and Final project specifications in Word and PDF format.
- Opinion of Probable Construction Cost Estimate.
- Record Drawings submittal.

Assumptions

- The City will handle traffic engineering plans and traffic management.
- Disinfection will not be included in flushing activities.
- Flushing work will not include excavation/modifications to the RW Backbone Pipeline.

- Consultant will use data available (utility mapping, stationing, etc.) in the City's RW Backbone pipeline plan sets to develop the basemap for the plans.
- Available DWG's of the RW Backbone Pipeline plan sets will be provided by the City.
- The RW Backbone pipeline connections that are to be used for flushing and noted in the Plans are the connection locations provided by the Consultant and confirmed by City staff.
- The City will be responsible for advertising the bid plans and documentation.

Task 7: Engineering Support During Construction

The Consultant will provide engineering oversight for the following areas of the ASR Well Completion Project.

1. **SCADA.** The Consultant will provide oversight on the new well control strategies, P&ID's, SCADA design for ASR Well, including flow monitoring of the future well flush/discharge line. Oversight will be provided on the development of the telemetry design using radio communication to the AWPf, the integration strategy, and the design to operate the ASR Well in conjunction with AWPf.
2. **Operations and Startup.** The Consultant will provide technical oversight on ASR Well Facility startup testing.
3. **Recycled Water (RW) Backbone Pipeline Flushing.** The Consultant will provide oversight of the RW Backbone Pipeline flushing to be conducted by the Contractor selected to perform flushing work described in Optional Task 6. The Consultant will coordinate with City Water Department staff and provide oversight on the Contractor's mobilization and burndown of flushing equipment prior to commencing operations, flushing operations, demobilization and return of water meter to the City's Water Department. City staff will be responsible for the opening and closing of valves throughout the pipeline system for the duration of operations. The Consultant will assist with documentation close-out and transfer to the City's Project Manager.
4. **ASR Well Improvement Construction Completion.** This task includes engineering oversight for the duration of current well improvements.

Deliverables

- Six (6) Monthly Project Review Meetings.

Assumptions

- Construction duration of six (6) months.
- The City will handle traffic engineering plans and management during flushing operations.
- Flushing activities will not include disinfection.

Task 8: ASR Well Facility Startup Testing

The Consultant will assist with planning pre-commissioning, commissioning, and start-up activities.

1. **Planning and Test Development.** The Consultant will assist the City's contractor with planning pre-commissioning, commissioning, and start-up activities. Using the equipment O&Ms and the design package, system test plans will be developed for the following: Aqueous Ammonia Feed System, Sodium Hypochlorite Feed System, and ASR Pump and Control Valve System. In coordination with the City. The Consultant will develop a performance test plan to demonstrate the system's ability to operate as designed.
2. **Management/Support for Pre-Commissioning.** The Consultant will provide a pre-commissioning checklist to support and track the Contractor's pre-commissioning activities.

Project documents will be reviewed to define start-up coordination between the Contractor and the Consultant.

3. **Onsite Support for Testing & Start-Up.** The Consultant will walk the site to verify the layout and configuration are consistent with the designed system and operating strategies. Deficiencies will be identified and confirmed with the Contractor to ensure deficiencies are addressed. Using the test plans developed as part of Optional Task 8.1, testing and start-up will be conducted on the installed equipment. With the PLC System Programmer, the City, and the I&C Engineer, testing and adjusting of system control settings and process variables will be done to provide smooth system operation. Questions and comments from operations and maintenance staff will be addressed.
4. **Performance Test Results.** The Consultant will review and analyze data collected during the performance test and provide a test report for review by the City.

Deliverables

- One pre-commissioning checklist.
- Three system test plans.
- One performance test plan.
- One performance test report.

Schedule

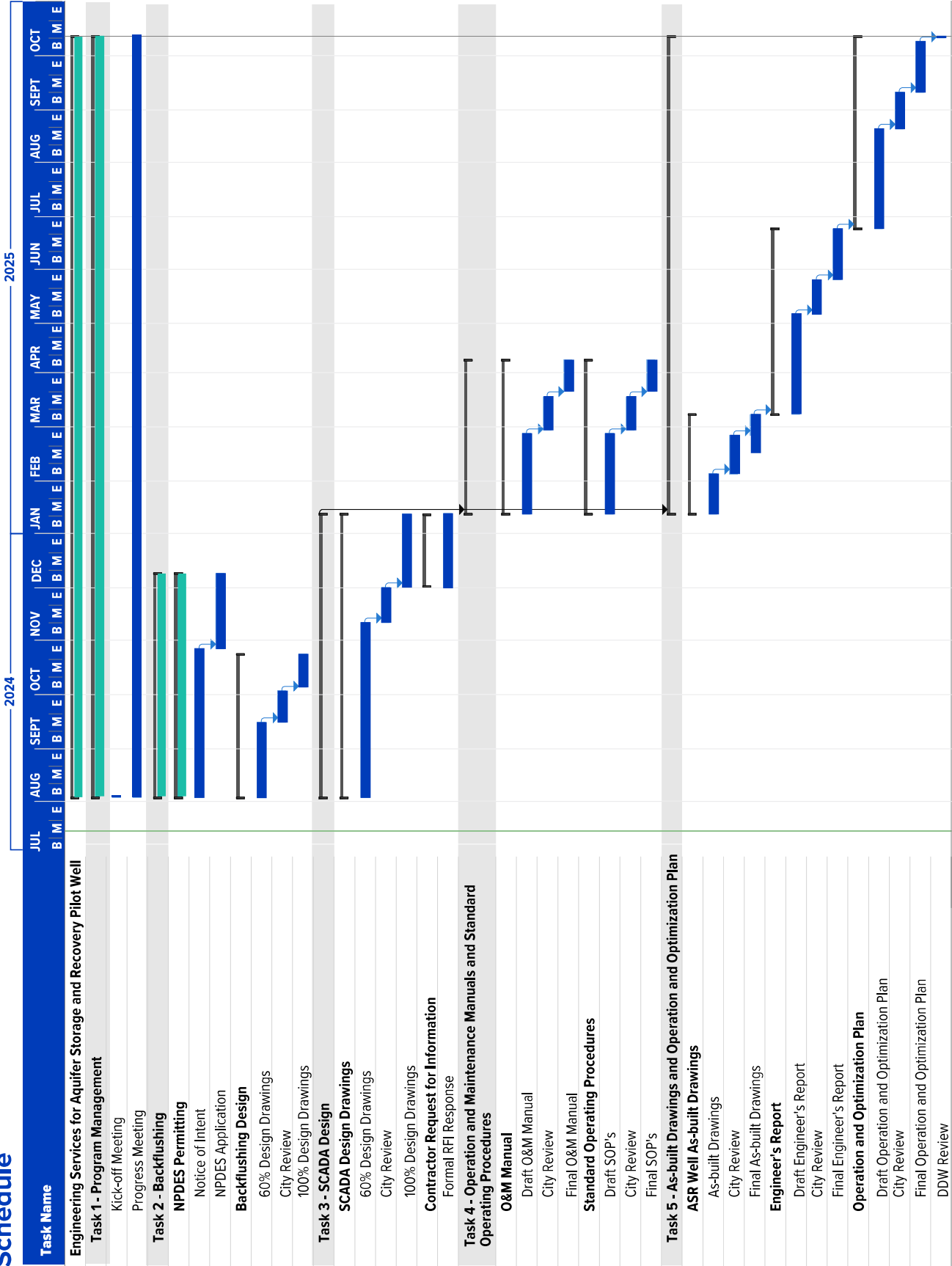


EXHIBIT B
CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Carollo Engineers, Inc.)

SCHEDULE OF COMPENSATION

Task No.	TASK DESCRIPTION	\$322	\$283	\$226	\$220	\$190	\$167	\$182	\$155	\$165	\$145	\$145	\$140	\$145	TOTAL HOURS	LABOR FEE	Larry Walker Associates	Other Direct Costs (ODCs)	Markup on ODCs and Subconsultants	10%	TOTAL PROJECT FEE
1	Project Management	0	0	0	0	92	0	0	0	0	0	0	0	0	92	\$ 17,480.00		\$ -	\$ -	\$ -	\$ 17,480.00
1.1	Project Management					60									60	\$ 11,400.00		\$ -	\$ -	\$ -	\$ 11,400.00
1.2	Technical Review and Quality Management					32									32	\$ 6,080.00		\$ -	\$ -	\$ -	\$ 6,080.00
2	Backflushing	0	0	32	0	0	0	0	40	0	0	0	80	0	212	\$ 33,332.00	\$ 30,000.00	\$ -	\$ 3,000.00	\$ -	\$ 66,332.00
2.1	NPDES Application			24											24	\$ 27,908.00	\$ -	\$ -	\$ -	\$ -	\$ 27,908.00
2.2	Backflushing Design Plans			8					40				80		188	\$ 5,424.00	\$ -	\$ -	\$ -	\$ -	\$ 5,424.00
3	SCADA Design	0	100	70	70	0	0	0	250	60	30	150	40	30	790	\$ 142,220.00	\$ -	\$ -	\$ -	\$ -	\$ 142,220.00
3.1	SCADA Design Plans and Coordination		70	70	70				250	60	150	40	30	30	760	\$ 133,730.00	\$ -	\$ -	\$ -	\$ -	\$ 133,730.00
3.2	Formal RFI Response		30												30	\$ 8,490.00	\$ -	\$ -	\$ -	\$ -	\$ 8,490.00
4	ASR Well Operation and Maintenance Manuals and Standard Operating Procedures	38	0	0	0	360	0	48	0	0	0	0	0	30	476	\$ 93,722.00	\$ -	\$ -	\$ -	\$ -	\$ 93,722.00
4.1	Operation and Maintenance Manuals	18				240		28						30	316	\$ 60,842.00	\$ -	\$ -	\$ -	\$ -	\$ 60,842.00
4.2	Standard Operating Procedures	20				120		20						30	160	\$ 32,880.00	\$ -	\$ -	\$ -	\$ -	\$ 32,880.00
5	As-built Drawings and Operation and Optimization Plan	57	0	163	208	8	600	0	0	10	10	40	40	120	1,216	\$ 228,772.00	\$ -	\$ -	\$ -	\$ -	\$ 228,772.00
5.1	ASR Well As-built Drawings			3	8	8				10	10	40			68	\$ 10,460.00	\$ -	\$ -	\$ -	\$ -	\$ 10,460.00
5.2	Meeting with DDW			3											14	\$ 3,164.00	\$ -	\$ -	\$ -	\$ -	\$ 3,164.00
5.3	Engineer's Report	24		160			300							40	524	\$ 99,788.00	\$ -	\$ -	\$ -	\$ -	\$ 99,788.00
5.4	Operation and Optimization Plan	30			200		300							80	610	\$ 116,360.00	\$ -	\$ -	\$ -	\$ -	\$ 116,360.00
6	Bid Documentation and Specification Support for RW Backbone Pipeline Flushing	0	0	0	0	80	0	0	0	60	60	150	0	0	350	\$ 54,800.00	\$ -	\$ -	\$ -	\$ -	\$ 54,800.00
6.1	RW Backbone Pipeline Flushing Bid Documentation and Specification Development					80				60	60	150			350	\$ 54,800.00	\$ -	\$ -	\$ -	\$ -	\$ 54,800.00
7	Engineering Support During Construction	278	0	0	120	0	0	120	0	0	0	0	0	0	518	\$ 137,756.00	\$ -	\$ 3,345.00	\$ 334.50	\$ -	\$ 141,435.50
7.1	SCADA	30						80							110	\$ 24,220.00	\$ -	\$ -	\$ -	\$ -	\$ 24,220.00
7.2	Operations and Startup	48						40							88	\$ 22,736.00	\$ -	\$ -	\$ 395.00	\$ -	\$ 23,170.50
7.3	Recycled Water Backbone Pipeline Flushing	152			120										272	\$ 75,344.00	\$ -	\$ 590.00	\$ 59.00	\$ -	\$ 75,993.00
7.4	ASR Well Improvement Construction Completion	48													48	\$ 15,456.00	\$ -	\$ 2,360.00	\$ 236.00	\$ -	\$ 18,052.00
8	ASR Well Facility Startup Testing	200	120	0	0	0	0	0	20	0	0	0	0	0	340	\$ 101,460.00	\$ -	\$ 11,680.00	\$ 1,168.00	\$ -	\$ 114,308.00
8.1	Planning and Test Development	20							20						40	\$ 9,540.00	\$ -	\$ -	\$ -	\$ -	\$ 9,540.00
8.2	Management Support for Pre-Commissioning	20													20	\$ 6,440.00	\$ -	\$ -	\$ -	\$ -	\$ 6,440.00
8.3	Onsite Support for Testing & Start-Up	140	120												260	\$ 79,040.00	\$ -	\$ 11,680.00	\$ 1,168.00	\$ -	\$ 91,888.00
8.4	Performance Test Results	20													20	\$ 6,440.00	\$ -	\$ -	\$ -	\$ -	\$ 6,440.00
	TOTAL	573	220	265	398	540	600	168	310	130	190	420	180	180	3,994	\$ 809,542.00	\$ 30,000.00	\$ 15,025.00	\$ 4,502.50	\$ -	\$ 859,069.50

EXHIBIT C

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Carollo Engineers, Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/CONSULTANT/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 have 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 an 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.

6/24

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 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

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 ☒ COMMERCIAL ☐ GENERAL LIABILITY ☒ CLAIMS MADE ☒ OCCUR. ☒ 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 ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT 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 Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant
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		

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")						SUBMIT IN DUPLICATE		
							ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER _____								
POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ ☐ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits								
Telephone: _____								
NAMED INSURED _____								
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 ☐ _____ ☐ _____				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, 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.								
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		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits In Addition to Limits			
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to . coverage. ☐ Per Occurrence ☐ Per Claim (which)			
NAMED INSURED		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		OTHER PROVISIONS			
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER					
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (_____) _____			
\$ _____ per accident, for bodily injury and property damage.					
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: 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 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

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Carollo Engineers, 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 that may be 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 \$18.89 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, 2023**

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 \$18.89 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, 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 Carollo Engineers, 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.

Agreement 32500043 with Carollo Engineering, Inc. for Engineering Services for Aquifer Storage and Recovery Pilot Well PW 24-107

City Council
July 30, 2024

Tim Beaman, P.E.
Interim Assistant Public Works Director

That the City Council approve and authorize the Mayor to execute an Agreement with Carollo Engineering, Inc. for a total amount not to exceed \$859,069.50 from August 1, 2024 to January 31, 2026 for Engineering Services for Aquifer Storage and Recovery Pilot Well.



BACKGROUND

- The AWPf was completed in 2016 with a theoretical capacity of 6.25 MGD
- In 2017 the ASR Well and associated monitoring wells were drilled
- Design for well equipping and site civil commenced in 2018
- Department of Drinking Water issued a Conditional Acceptance Letter in 2019 outlining the regulatory parameters for the AWPf, ASR Well, and IPR
- ASR Well civil and mechanical construction began in April 2021



BACKGROUND - CHALLENGES

- Regulatory compliance
- Backflushing plan
- Construction through COVID
- Site conditions
- Concurrent projects
- Components missing from original design



During the construction, the contractor submitted requests for information (RFIs) identifying components that are needed to complete the start-up and commissioning of the well. These components include:

- Water service
- Supervisory Control and Data Acquisition (SCADA)
- Operation and Maintenance Manuals and Standard Operating Procedures
- Operation and Optimization Plan
- As-built Drawings
- Documentation And Specification Support for Recycled Water Backbone Pipeline Flushing
- ASR Well Facility Startup Testing

- On April 29, 2024, the City released Request for Proposal (RFP) No. PW 24-107 Engineering Services for Aquifer Storage and Recovery Pilot Well. Proposals were due on May 23, 2024.
- The City received one proposal from Carollo
- The Water Operations Manager, Senior Civil Engineer, and Interim Assistant Director of Public Works evaluated the proposal.
- Based upon the available information and research performed to date, staff believes that Carollo is capable of satisfactorily performing the scope of work. It should be noted that Carollo was not the original designer for the ASR project.

The total amount of Agreement 32500043 with Carollo Engineering, Inc. shall not exceed \$859,069.50 and is included in the Fiscal Year 2025-2029 Capital Improvement Program and the Fiscal Year 2024-25 Adopted Budget from the Water Resources Development Impact Fee Fund (603) and corresponding Water Capital Fund (602) in Project C2021.





End of Presentation



FINANCE AND GOVERNANCE COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. N.4

DATE: July 30, 2024

TO: Finance & Governance Committee

FROM: Robert Ruben, Chief Information Officer, (805)385-7554, robert.ruben@oxnard.org

SUBJECT: Second Amendment to Agreement 32400125 with Hireclout for IT Consulting and Recruiting Services. (10 minutes)

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a Second Amendment to Professional Services Agreement 32400125 with Hireclout, Inc. to increase the value of the agreement from \$850,000 to \$1,500,000 through June 30, 2025, for information technology consulting and recruitment services.

(Finance & Governance Committee approved 3-0 on July 9, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/F_KGJJ8OOWM

BACKGROUND

Hireclout Inc. is a leading recruitment agency that provides Information Technology workforce management services and expertise. The current job market continues to provide challenges in finding and hiring appropriate talent. This has been a nationwide issue and not something that is unique to the City of Oxnard. Hireclout possesses the expertise to locate, recruit, and screen IT candidates to come to the City either as consultants or future full-time employees. The IT Department is actively recruiting technology personnel in its quest to serve the needs of the City, its residents and its businesses.

Since entering into an agreement with the City in August 2023, the vendor has provided the IT Department with several IT professionals who have played critical roles in working with existing staff to gather requirements, design solutions, build test and implement several technology projects throughout the City. Several projects spanning across various departments including Police, Fire, Public Works and Billing and Licensing, have been completed and work on several more continue to progress, none of which could have been accomplished without the Hireclout staffing. It's also important to note that the Hireclout consultants have helped the IT department to remediate several key audit findings from prior years.

The current value of the agreement is \$850,000, of which approximately \$600,000 has been used. It is important that the IT Department maintains uninterrupted access to the vendor's services. The City had been employing the services of another consulting company to support operations specific to Public Safety systems. Due to personnel changes, this company will not be able to continue performing these critical tasks. The City would like to have the option of engaging Hireclout consultants to maintain and support these key systems in Public Safety.

The IT Department is also actively recruiting to fill its vacancies. The vendor has the ability to search and locate professionals from a wide pool of applicants, spanning many localities and industries. Already two consultants who had successfully been managing some of the department's projects applied for vacant positions and became employees of the City. Having the uninterrupted services of the vendor allows the IT Department to fill some of its extremely important vacant positions necessary to continue providing technology services to City staff, residents and businesses.

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

Funding for FY 2024-25 is included in the Information Technology (Fund 731) adopted operating budget. No additional appropriation is required at this time.

For Finance Use Only: Information Technology Fund (Org. 7311801 Obj. 53200)

Prepared by: Gary Krumian, Programmer Analyst

ATTACHMENTS

1. Hireclout Second Amendment 32400125
2. Hireclout First Amendment 32400125
3. Hireclout Agreement
4. Presentation

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Second Amendment (“Amendment”) to the Professional Services Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this 20th day of June 2024, by and between the City of Oxnard, a municipal corporation (“City”), and Hireclout (“Hireclout”, or “Consultant”). This Second Amendment amends the First Amendment of January 12, 2024, which itself amended the original Agreement entered into on August 17, 2023 by City and Consultant.

City and Consultant agree as follows:

1. The following language is hereby added to Section 2 of the Agreement:
“**D. NOT TO EXCEED AMOUNT.** The aggregate dollar value of this Agreement shall not exceed \$1,500,000.”
2. The Parties agree that this Agreement may be transmitted and signed by electronic signature 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 Civil Code section 1633.7.
3. As so amended, the Agreement remains in full force and effect.

[Signatures on the next page]

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

CITY OF OXNARD

HIRECLOUT

John Zaragoza, Mayor

Date

Jeffrey Mitchell, President

Date

Avetis Antaplyan, CEO

Date

ATTEST:

Rose Chaparro, City Clerk

Date _____

APPROVED AS TO FORM:

DocuSigned by:

Jason Zaragoza

4As of 10/24/2019
Stephen M. Fischer, City
Attorney

6/26/2024 | 9:17 AM PDT

Date

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment ("Amendment") to the Professional Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 12th day of January 2024, by and between the City of Oxnard, a municipal corporation ("City"), and Hireclout ("Hireclout", or "Consultant"). This First Amendment amends the Agreement entered into on August 17, 2023 by City and Consultant.

City and Consultant agree as follows:

1. The following language is hereby added to Section 2 of the Agreement:
"D. **NOT TO EXCEED AMOUNT.** The aggregate dollar value of this Agreement shall not exceed \$850,000."
2. The following language is hereby added to the beginning of Section 7 of the Agreement:
"This Agreement shall begin on August 17, 2023 and shall terminate on June 30, 2025."
3. The Parties agree that this Agreement may be transmitted and signed by electronic signature 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 Civil Code section 1633.7.
4. As so amended, the Agreement remains in full force and effect.

[Signatures on the next page]

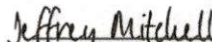
IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

CITY OF OXNARD

HIRECLOUT

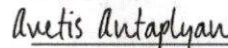
 3-4-24
John Zaragoza, Mayor Date

DocuSigned by:


Jeffrey Mitchell, President

2/7/2024 | 3:10 PM PS
Date

DocuSigned by:


Arvatis Antaplyan, CEO

2/7/2024 | 5:12 PM CST
Date

ATTEST:

 3/4/24
Rose Chaparro, City Clerk Date

APPROVED AS TO FORM:

DocuSigned by:


Stephen M. Fischer, City Attorney

2/6/2024 | 2:20 PM PST
Date

AGREEMENT/AMENDMENT REVIEW FORM

Contractor/Vendor/Consultant: HIRECLOUD **Agreement No:** 32400125

Address: 5950 Canoga Avenue, Suite 200, Woodland Hills, CA 91367

Contact Name: JEFF MITCHELL Email: jeff@hireclout.com Phone: 818-882-2000 X 213

Bus. Tax Cert. No.: _____ Sec. of State ID: _____ DIR No.: _____

INS- A Committee Date: _____ Council Date: _____

Bid No.: _____ Committee Agenda #: _____ Council Agenda #: _____

Department: INFORMATION TECHNOLOGY Project Manager: ROB RUBEN

Project Administrator: ROB RUBEN Admin. Email/ Phone: rob.ruben@oxnard.org 805-385-7554

Type of Agreement: Administrative Contingency Requested: \$ _____

Agreement Term: FY23-24 EISPM Funds Requested: \$ _____

Termination Date: June 30, 2024 Value of Agreement: \$ 200,000

Munis Acct. No: 1041801-53200 Amendment No.: _____

Project No.: _____ Value of Amendment: \$ _____

Budget Appropriation Required: YES / ☒ NO Combined Total Value (w/ Amendment): \$ _____

NSS Agreement: ☒ YES / NO

Project Name / Description: Staffing and recruiting for IT



MASTER SERVICE AGREEMENT

1. **DEFINITIONS.** "HC" refers to HIRECLOUD. "ASSIGNEE" refers to any employee, temporary personnel, contractor, full-time personnel, or other person provided by HC to perform services for CLIENT. "CLIENT" refers to City of Oxnard. This agreement is effective as of the date of the latter of the two signatures below.
2. **FEES PAYABLE TO HC.** CLIENT agrees to pay HC for services as specified herein, or as amended by any later signed agreements. Payment of fees to HC is based upon the following:
 - A. **HOURLY:** The hourly rates shall be paid to HC for each hour HC and/or its ASSIGNEES perform services for CLIENT.
 - B. **CONVERSION FROM HOURLY TO PERMANENT EMPLOYMENT:** Should an ASSIGNEE of HC be hired directly on a permanent basis or convert from compensation on an hourly basis to a permanent employment basis for CLIENT, CLIENT agrees to pay HC based on the following schedule. In addition, the calculation for the bill rate to the City of Oxnard will be: Candidate Pay Rate X 1.18 (HC's internal burden) + \$25.00/hour equals Bill Rate to City of Oxnard.

Billed Hours	Conversion Fee Rate (% of annual base salary)
1-360 Hours	20%
361 - 720 Hours	15%
721 - 960 Hours	10%
>960 Hours	Free Conversion

 - C. **PAYMENT:** Weekly billings are based upon a 40-hour work week. Payments to HC shall be made within 45 days of receipt of invoice from HC.
3. **REIMBURSEMENT TO HC FOR EXPENSES.** CLIENT shall be responsible to HC for the travel expenses of ASSIGNEE only when ASSIGNEE is required to work at a location other than CLIENT'S principal office, which is: **300 W 3rd St, Oxnard, CA 93030**, U.S.A. CLIENT shall be responsible for, and will pay as billed, all pre-approved out-of-pocket expenses incurred by HC and/or ASSIGNEE in the course of ASSIGNEE's work on behalf of CLIENT.
4. **INVOICING (FOR HOURLY ASSIGNEES).** Invoices shall be sent weekly while HC's ASSIGNEE(S) performs services for CLIENT, and a final invoice will be sent upon termination. Each week, ASSIGNEE shall present CLIENT with time cards with the number of hours worked. CLIENT shall immediately review, approve and submit the written verification back to ASSIGNEE no later than 24 hours after receipt of same. By signing weekly written verification of work performed, CLIENT agrees that the services performed are satisfactory, the hours thereon are correct, and an invoice may be sent based upon those hours. CLIENT shall pay the invoiced amount to HC (at the rates set out on the Exhibit attached hereto) within forty five (45) days of receipt of said invoices. Failure to pay any invoice as set out herein shall allow HC to immediately terminate services under this Agreement. Failure of CLIENT to sign ASSIGNEE's written verification, or failure to make payment to either HC or ASSIGNEE, shall be subject to the arbitration provisions as stated in Paragraph 12 of this Agreement.
5. **CONFIDENTIALITY.** All information received or learned by CLIENT, HC or ASSIGNEE(S) shall remain strictly confidential, and is not to be released or disclosed unless agreed to by all parties hereto. Confidential information is defined as that which relates or pertains to research, development, trade secrets, or business affairs. This shall not apply to: (a) information which is known or able to be learned by any person not subject to this Agreement and involved in computer design and programming, and/or (c) is in the public domain. Disclosure of confidential information by any party to this Agreement shall be subject to the arbitration provisions as stated in Paragraph 12 of this Agreement.
6. **HC'S ASSIGNEES (HOURLY).** Neither HC, nor its hourly ASSIGNEES for which HC is paid a fee as defined in paragraph 2A, shall be deemed employees of CLIENT. HC shall have its hourly ASSIGNEES working under this Agreement sign a confidentiality form agreeing to the provisions as set forth in paragraph 5. HC shall provide Worker's Compensation Insurance for each hourly ASSIGNEE.
7. **TERMINATION.** Services under this Agreement shall terminate immediately after a party's receipt of written notice from the other that the services are to be terminated, unless the termination is due to CLIENT'S failure to pay an invoice, which then allows for immediate termination as described below. Notice of termination for cause is at the discretion of CLIENT. CLIENT shall be

liable for charges for services including, but not limited to, written documentation of rendered services and reimbursement for pre-approved expenses incurred before termination, as set out above. CLIENT shall pay said compensation pursuant to paragraph 2 hereunder. HC may immediately terminate this Agreement and services hereunder if CLIENT fails to pay all invoices as specified in paragraph 2, and/or fails to execute as specified herein the written verification submitted by HC ASSIGNEES. A late payment fee of \$50.00 per month shall be assessed each month that the invoiced amount(s) is not paid until the invoice is paid. In the event of arbitration arising out of this Agreement, as described in Paragraph 12 of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. Any litigation necessitated under this paragraph shall be submitted to arbitration pursuant to the terms of Paragraph 12 of this Agreement.

If CLIENT petitions for relief under the Bankruptcy Act, or an involuntary petition should be filed against CLIENT, or a receiver is appointed for CLIENT, HC shall have the right to terminate this Agreement immediately.

8. **NON EMPLOYMENT (HOURLY)** CLIENT agrees, during the course of this Agreement, and for a period of twelve (12) months after the commencement of the services for each ASSIGNEE, not to solicit for hire and/or otherwise (including consultation work) engage the services of HC's employees and/or ASSIGNEES, whether as hourly work, independent through another agency or as an employee without providing compensation to HC a fee as described in Paragraph 2 of this Agreement. It is mutually agreed that any ASSIGNEES performing services under this Agreement shall remain employees of HC, and HC will be solely responsible for: recruiting, interviewing, hiring, disciplining and terminating its ASSIGNEES. Except as set forth in Paragraph 2 above, ASSIGNEES shall not become employees of CLIENT, nor be entitled to any rights, benefits, compensation, damages, or contributions under any employee benefit plan, or privileges of CLIENT's employees. Further, (a) HC will maintain all necessary personnel and payroll records for its ASSIGNEES; (b) pay gross wages and provide any legally required benefits directly to its ASSIGNEES; and (c) handle employee work-related claims and complaints.
9. **WARRANTIES AND HOLD HARMLESS.** HC shall make every reasonable effort to provide the best possible ASSIGNEE to work on behalf of CLIENT. However, HC shall assume responsibility and indemnify CLIENT for all claims, losses, liabilities, damages, and expenses arising out of bodily injury (including death) or property damage to the extent such injury (including death) or property damage occur as a result of the negligent acts or willful misconduct of the ASSIGNEES while the ASSIGNEES are working on behalf of CLIENT under this Agreement; (iii) any violations of law by the ASSIGNEES; and (iv) the violation of any trade secrets, proprietary information, trademark, copyright, or patent rights by ASSIGNEES in connection with the performance of this Agreement. HC does not warrant or guarantee the work or product of ASSIGNEE(S), and shall in no way be liable or legally responsible for any acts, errors or omissions of ASSIGNEE(S). HC shall not be responsible for any damages caused by the acts, errors or omissions of ASSIGNEE(S). In no event shall HC be responsible for consequential or tort damages as a result of any act, error or omission caused by any ASSIGNEE.
10. **FACILITIES.** CLIENT agrees to provide HC's employee and/or ASSIGNEE with suitable working premises and conditions, Including but not limited to, all computer equipment and software necessary to perform the services for which ASSIGNEE is providing services for CLIENT, at CLIENT'S sole cost.
11. **FAX DOCUMENTS.** Copies of facsimile documents transmitted by either party shall be deemed to be an original and may be used for all purposes.
12. **WORK FOR HIRE.** All work performed by a ASSIGNEE shall be considered work for hire ("WORK"), and ownership of the WORK and all copyrights, trademarks, patents, proprietary information, trade secrets, intellectual property and other rights are and shall be deemed owned by CLIENT, and not by ASSIGNEE or AGENCY, both during the performance of the WORK and upon completion. To the extent that any portion of the WORK may not be considered "work for hire" under applicable law, AGENCY shall, and AGENCY shall cause each ASSIGNEE to, irrevocably assign to CLIENT all of AGENCY's and ASSIGNEE's right, title and interest in and to such portions of the Work. AGENCY grants to, and shall cause each ASSIGNEE to grant, CLIENT the right to copy and freely distribute materials produced under this Agreement.
13. **GOVERNING LAW AND ARBITRATION.** The laws of the California shall govern the validity, jurisdiction, and construction of this MSA and any dispute arising out of or relating to this Agreement, without regard to the principles of conflict laws. Any dispute between the parties as heretofore described in this Agreement, or which may arise between the parties, which otherwise could result in the filing of a lawsuit or other legal papers, shall be decided by way of binding arbitration. Each party shall have the right to conduct discovery under the provisions of the California Code of Civil Procedure. A retired judge of the Superior Court acting as a single neutral arbitrator shall be agreed upon by the parties for hearing the disputed matter(s). An arbitrator shall be agreed upon within thirty (30) days of a written demand for arbitration submitted by either party to this Agreement. An arbitration hearing shall take place within six (6) months of the demand for arbitration made by either party to this Agreement. If

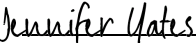
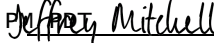
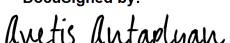
a single neutral arbitrator cannot be chosen by mutual agreement within thirty (30) days, as stated above, then the disputed matters shall be submitted for resolution to the American Arbitration Association. All arbitration awards shall be binding, and without appeal. The party which prevails under the arbitration provisions as set forth above shall be entitled to attorney fees and costs associated with arbitration. This Agreement shall be construed in accordance with the laws of the State of California.

14. **ENFORCEMENT.** If any provision of this Agreement is deemed illegal or unenforceable, then all other provisions of this Agreement shall nonetheless remain in full force and effect, and shall be binding on the parties hereto.
15. **ENTIRE AGREEMENT.** This Agreement, Including any Exhibits attached hereto and made a part hereof, constitutes and expresses the entire agreement and understanding between the parties hereto in reference to all the matters herein referred to, as well as all previous discussions, promises, representations, and understandings relative thereto, if any, between the parties hereto, being herein merged.
16. **SURVIVAL.** Any respective obligations of AGENCY or CLIENT hereunder which by their nature would continue beyond the termination, cancellation or expiration of this MSA shall survive such termination, cancellation or expiration.
17. **HC** operates in accordance with the guidelines of the Equal Employment Opportunity Commission and complies with the ACA for small businesses for all eligible employees.
18. **WORK HOURS AND OVERTIME.** City office hours are 8:00am to 6:00pm Monday through Thursday, and 8:00am to 5:00pm on Friday, with City Offices being closed on alternating Fridays. The IT Department work schedule is a Nine-Eighty (9/80) Schedule which has 8 shifts of 9 hours and 1 shift of 8 hours for a total of 80 hours over a two-week period. A contract worker is not allowed to work overtime unless approved in advance by the department director. All overtime compensation shall be billed at the contract worker's approved standard hourly rate.

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

CITY OF OXNARD

HIRECLOUT

DocuSigned by:  Jennifer Yates, Purchasing Agent 58049114F52468	8/17/2023 4:38 PM PDT Date	DocuSigned by:  Jeffrey Mitchell, President 42169637B140	8/1/2023 1:43 PM PDT Date
		DocuSigned by:  Armetis Antaplyan, CEO 28543195D8449	8/1/2023 4:06 PM CDT Date

ATTEST:

Rose Chaparro, City Clerk Date

APPROVED AS TO FORM:

DocuSigned by:  Stephen M. Fischer, City Attorney 443C1A03404C9	8/10/2023 12:37 PM PDT Date
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Second Amendment to Hireclout Inc Professional Services Agreement for IT Recruitment Services

City Council

July 30, 2024

Rob Ruben, CIO

That the City Council approve and authorize the Mayor to execute a Second Amendment to Hireclout Inc Professional Services Agreement 32400125 to extend its value to \$1,500,000 through June 30, 2025 for Information Technology consulting and recruitment services.

- City and vendor entered into a recruitment agreement in August 2023 in the amount of \$200,000 for recruitment services of IT personnel
- In March 2024 Council approved extension of the vendor's services through June 30, 2025 with a new not to exceed amount of \$850,000
- Challenges remain in the recruitment and hiring of personnel throughout the nation and this is especially true for finding technology talent
- Vendor's services are required to aid the IT department in finding qualified personnel to fill urgently-needed vacant positions within the department to continue serving the needs of the City, its residents and its businesses

- The IT department continues to work on tens of key technology projects including remediation efforts to address several key audit findings from prior years
- These projects span across various departments to include Police, Fire, Public Works and Billing and Licensing
- The consultants have played critical roles in working with existing staff to gather requirements, design solutions, build, test and implement several of these projects
- Over half of the department's projects have either been completed or have progressed beyond the initial stages, which could not have been accomplished without the Hireclout staffing

- The City has been engaging another consulting company to focus on key Public Safety operations
- Personnel changes at this consulting company will now prevent the City from receiving the services the Public Safety systems require
- Hireclout has provided many highly-qualified professionals to date and staff requests the option to find consultants through this vendor to continue addressing these critical systems

- This amendment supports uninterrupted use of the vendor's services in filling needed personnel to continue with implementation of technology projects
- Funds for this expenditure are budgeted in the IT department's FY 24-25 budget and no further appropriations are needed

That the City Council approve and authorize the Mayor to execute a Second Amendment to Hireclout Inc Professional Services Agreement 32400125 to extend its value to \$1,500,000 through June 30, 2025 for Information Technology consulting and recruitment services.



QUESTIONS