

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.



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

Meeting Location: Council Chambers, 305 West Third Street

September 3, 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: 823 6054 1294
3. Passcode: 733294

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, Community Development Commission Successor Agency, Financing Authority, and Housing Authority Board.

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 LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
Name of case: *Molina v. Nguyen; et al.*
Court of Appeal, Second Appellate District, Division Six Case No. B327286 (Superior Court Case No. 56-2020-00541689-CU-PT-VTA)
Legislative Body: City Council
2. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
Name of case: *Martin; et al. v. Chiquita Brands, LLC; et al.*
Ventura County Superior Court, Case No. 56-2020-00545547-CU-PA-VTA
Legislative Body: City Council
3. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
Name of case: *Baltazar; et al. v. City of Oxnard; et al.*
United States District Court, Central District, Case No. 2:24-cv-01814
Legislative Body: City Council

D. APPOINTMENT ITEMS (5:00 PM)

1. Police Department

SUBJECT: Police Department Update.

RECOMMENDATION: That the City Council receive and file an update report from the Chief of Police, concerning information related to the Police Department and public safety.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/la18PErhUG0>

Legislative Body: City Council

Contact: Jason Benites, (805) 385-7624

E. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

F. 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.

G. 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.

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

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

1. Human Resources Department

SUBJECT: Amendments to City Manager and City Attorney Employment Agreements.

RECOMMENDATION: That the City Council:

1. Adopt a Resolution approving and authorizing the Mayor to execute a third amendment to the employment agreement (No. A-8087) between the City and City Manager Alexander Nguyen to provide a salary increase of 10% (\$31,920).

2. Adopt a Resolution approving and authorizing the Mayor to execute a fourth amendment to the employment agreement (No. A-7880) between the City and City Attorney Stephen Fischer to 1) provide a salary increase of 10% (\$27,337), and 2) to extend the term of the contract by 2 years to July 8, 2029.

Legislative Body: City Council

Contact: Steve Naveau, (805) 385-7947

I. 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.

J. 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.

K. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the June 27, 2024, and July 2, 2024, regular meetings as presented.

Legislative Body: City Council

Contact: Rose Chaparro, (805) 385-7805

2. Finance Department

SUBJECT: Monthly Report and Accounting of All Receipts, Disbursements and Fund Balances for the Month of June 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 June 2024.

(This item did not originate in Committee.)

Legislative Body: City Council

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

3. City Manager Department

SUBJECT: 2025 Regular Meeting Schedule for Legislative Bodies.

RECOMMENDATION: That the City Council, Community Development Commission Successor Agency, Financing Authority, and Housing Authority adopt the proposed regular meeting dates for the calendar year 2025.

(This item did not originate in Committee.)

Legislative Body: City Council, Community Development Commission Successor Agency,
Financing Authority, and Housing Authority Board

Contact: Alexander Nguyen, (805) 385-7430

4. Public Works Department

SUBJECT: Public Project Agreement 32500030 with ADA General Eng. Inc. for On-Call Sidewalk, Curb and Gutter and Spandrel Grinding Services (Rebid), Specification No. SD 24-101R.

RECOMMENDATION: That the City Council approve and authorize an Agreement with ADA General Eng. Inc. for a total amount not to exceed \$500,000 for a three-year term for On-call Sidewalk, Curb and Gutter, and Spandrel Grinding Services (Rebid), Specification No. SD 24-101R.

(Public Works and Transportation Committee approved 3-0 on July 23, 2024.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

5. Public Works Department

SUBJECT: Annual Purchase Orders with Famcon Pipe & Supply, Inc and Ferguson Enterprise, LLC For Water Infrastructure Parts and Supplies.

RECOMMENDATION: That the City Council approve and authorize the Purchasing Agent to execute annual purchase orders for the supply of water infrastructure parts and supplies for the following:

1. Famcon Pipe & Supply, Inc. for a total not to exceed value of \$3,000,000 through June 30, 2027; and
2. Ferguson Enterprise, LLC for a total not to exceed value of \$3,000,000 through June 30, 2027.

(Public Works and Transportation Committee approved 3-0 on July 23, 2024.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

6. Public Works Department

SUBJECT: Annual Purchase Orders with WEX Bank for the Fleet Fuel Card Program.

RECOMMENDATION: That the City Council approve and authorize the Purchasing Agent to execute annual purchase orders with WEX for a total not to exceed amount of \$3,665,000 from September 8, 2024 through September 7, 2025, utilizing the Sourcewell contract 080620-WEX for the Fleet Fuel Card Program.

(Public Works and Transportation Committee approved 3-0 on July 23, 2024.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

7. Public Works Department

SUBJECT: Agreement 32500049 with Final Details, LLC for Citywide Vehicle Mobile Washing and Detailing Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with Final Details, LLC in the amount not to exceed \$1,930,000 for an initial term of 14 months from September 1, 2024 to October 31, 2025, with the option for four consecutive one-year period extensions that shall not exceed a total of five years for a final term ending October 31, 2029 for citywide vehicle mobile washing.

(Public Works and Transportation Committee approved 3-0 on July 23, 2024)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

8. Public Works Department

SUBJECT: Public Project Agreement 32500079 with Eco Energy Solutions, Inc. dba High Volt Electric for the Main Police Station Emergency Backup Generator Project, Specification No. PD 22-66.

RECOMMENDATION: That the City Council approve and authorize:

1. A total of \$584,440 in Project funds for the Main Police Station Emergency Backup

Generator Project, Specification No. PD 22-66;

2. The Mayor to Execute an Agreement with Eco Energy Solutions, Inc. dba High Volt Electric in the amount of \$467,552 and a Project contingency amount of \$70,133 (15%) for a total not to exceed value of \$537,685 for the Project;
3. A Project allocation amount of \$46,755 (10%) for engineering, inspection, survey, and project management for the Project; and
4. The acceptance and appropriation of additional FEMA Hazard Mitigation Grant funding in the amount of \$290,955 to the Police Station Emergency Backup Generator Project (C2036) in the Federal Grant Fund (200) and corresponding Capital Outlay Fund (301).

(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.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

9. Public Works Department

SUBJECT: Seventh Amendment to Agreement 8231-18-PW with m6 Consulting Inc. for On-Call Professional Engineering Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Seventh Amendment to Agreement 8231-18-PW with m6 Consulting Inc. in the amount of \$95,000 for a new, not to exceed contract amount of \$995,000 for On-Call Professional Engineering Services and extend the term date from December 31, 2024 to December 31, 2025.

(This item did not originate in committee because it is a continuation of an item previously approved by the City Council.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

L. REPORTS

1. Public Works Department

SUBJECT: Public Project Agreement 32500089 with Taft Electric Company for the Water Resource Recovery Facility Headworks Variable Frequency Drive Replacement Project, Specification No. PW 22-47. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize:

1. A total of \$2,299,044 in project funds for the Water Resource Recovery Facility Headworks Variable Frequency Drive Replacement Project, Specification No. PW 22-47;
2. The Mayor to Execute an Agreement with Taft Electric Company in the amount of \$1,915,870 and a Project contingency amount of \$191,587 (10%) with Taft Electric Company for a total not to exceed value of \$2,107,457 for the Project; and
3. A Project allocation amount of \$191,587 (10%) 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 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/mENBDrsMGbU>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

2. Finance Department

SUBJECT: Implementation of the City's Fiscal Year 2024-2025 \$20 million payment for Long Term Debt Reduction for Pension and OPEB. (10 minutes)

RECOMMENDATION: That the City Council:

1. Direct staff to make an Additional Discretionary Payment (ADP) to CalPERS in the amount of \$15 million toward the City's Unfunded Actuarial Liability (UAL).
2. Direct staff to create one Internal Revenue Service (IRS) Code Section 115 Trust for Pension and one for Other Post-Employment Benefits (OPEB).
3. Direct staff to fund the Pension 115 Trust with the initial amount of \$2.5 million and to fund the OPEB 115 Trust with an initial contribution of \$2.5 million.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/FlimbtB0ers>

Legislative Body: City Council

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

M. ADJOURNMENT



CITY COUNCIL AGENDA REPORT

APPOINTMENT ITEMS (5:00 PM) AGENDA ITEM NO. D.1

DATE: September 3, 2024

TO: City Council

FROM: Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org

SUBJECT: Police Department Update.

RECOMMENDATION

That the City Council receive and file an update report from the Chief of Police, concerning information related to the Police Department and public safety.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/Ia18PErhUG0>

BACKGROUND

The Police Chief will provide an update to the City Council concerning information related to the Police Department and public safety. Topics include: crime in Oxnard; the new national system for reporting crime; traffic safety, police responses to overdoses; camping in public places; Proposition 36; radio communications project; the concept of drones as a first responder ("DFR"); updates related to Police Department staffing and recruiting, upcoming Police Department-led events, and ways to stay informed.

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 no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Jason Benites, Police Chief

ATTACHMENTS

1. Attachment A: Slide deck

**OXNARD CITY COUNCIL MEETING
SEPTEMBER 3, 2024
5 PM**

APPOINTMENT ITEM (D.1.)

POLICE DEPARTMENT UPDATE

JASON BENITES, CHIEF OF POLICE

RECOMMENDATION

That the City Council receive an update from the Police Chief on a variety of current public safety related topics.

OXNARD PD GUIDING PRIORITIES

COMMUNITY SAFETY

- . Crime Reduction
- . Traffic Safety
- . Community Policing and Neighborhood Problem Solving

COMMUNITY ENGAGEMENT

- . Promote communication, interaction, partnerships
- . Positive encounters between Police and Community

CULTURE OF SUCCESS

- . Hiring, staffing, training, equipping
- . Policies & procedures, self-accountability, transparency, learning organization, employee wellness/support/recognition



CRIME DATA COLLECTION CHANGES

Summary Reporting System (SRS)

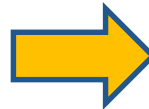
System is now retired

8 “index” offenses

Part 1 Crimes

Violent Crimes

Property Crimes



National Incident Based Reporting System (NIBRS)

The new national standard
2023 was the first full year

71 “index” offenses

Group A Crimes

Crimes Against Persons

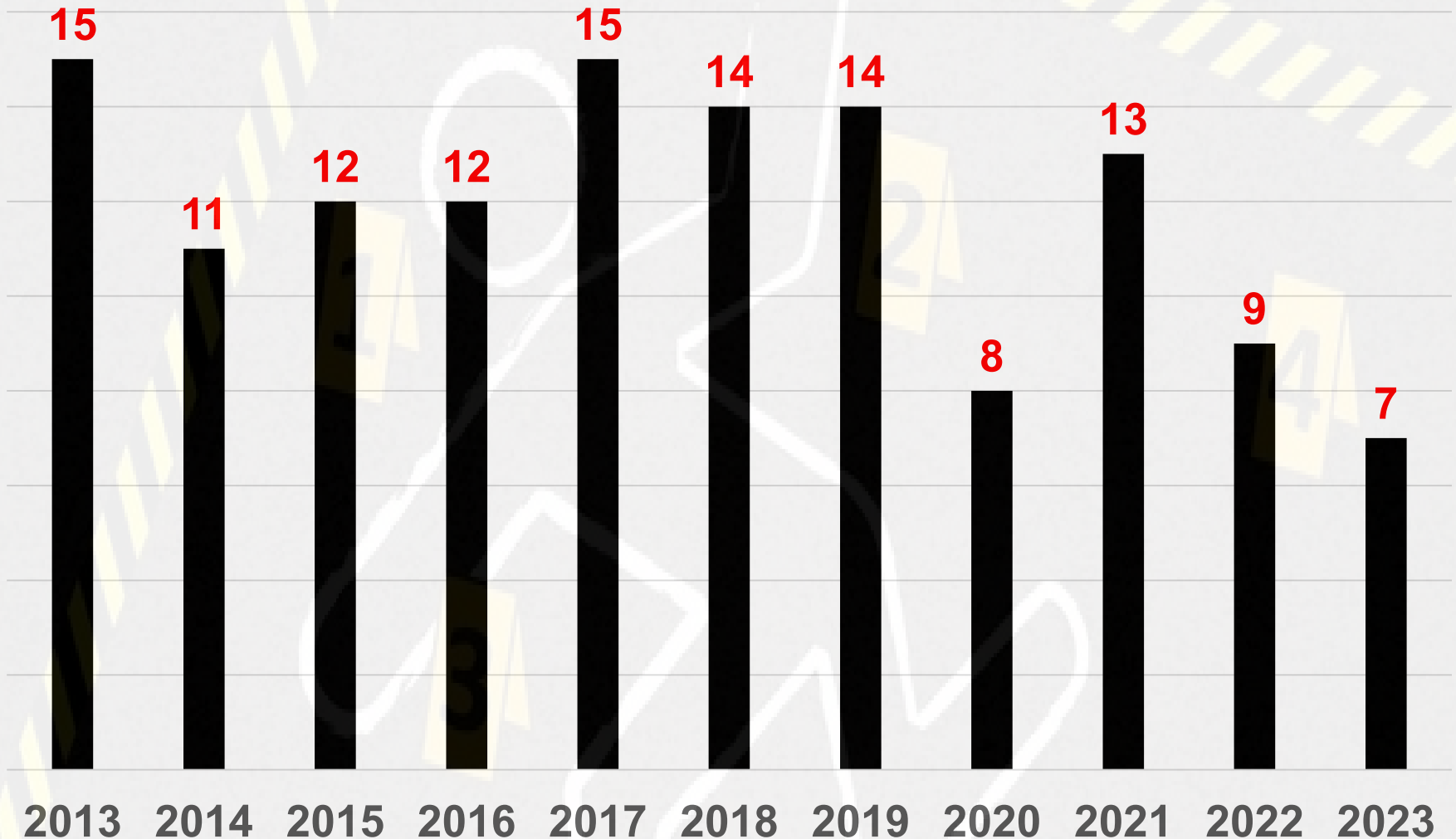
Crimes Against Property

Crimes Against Society

CRIMES AGAINST PERSONS: MURDER

5

Murder Trend 2013-2023

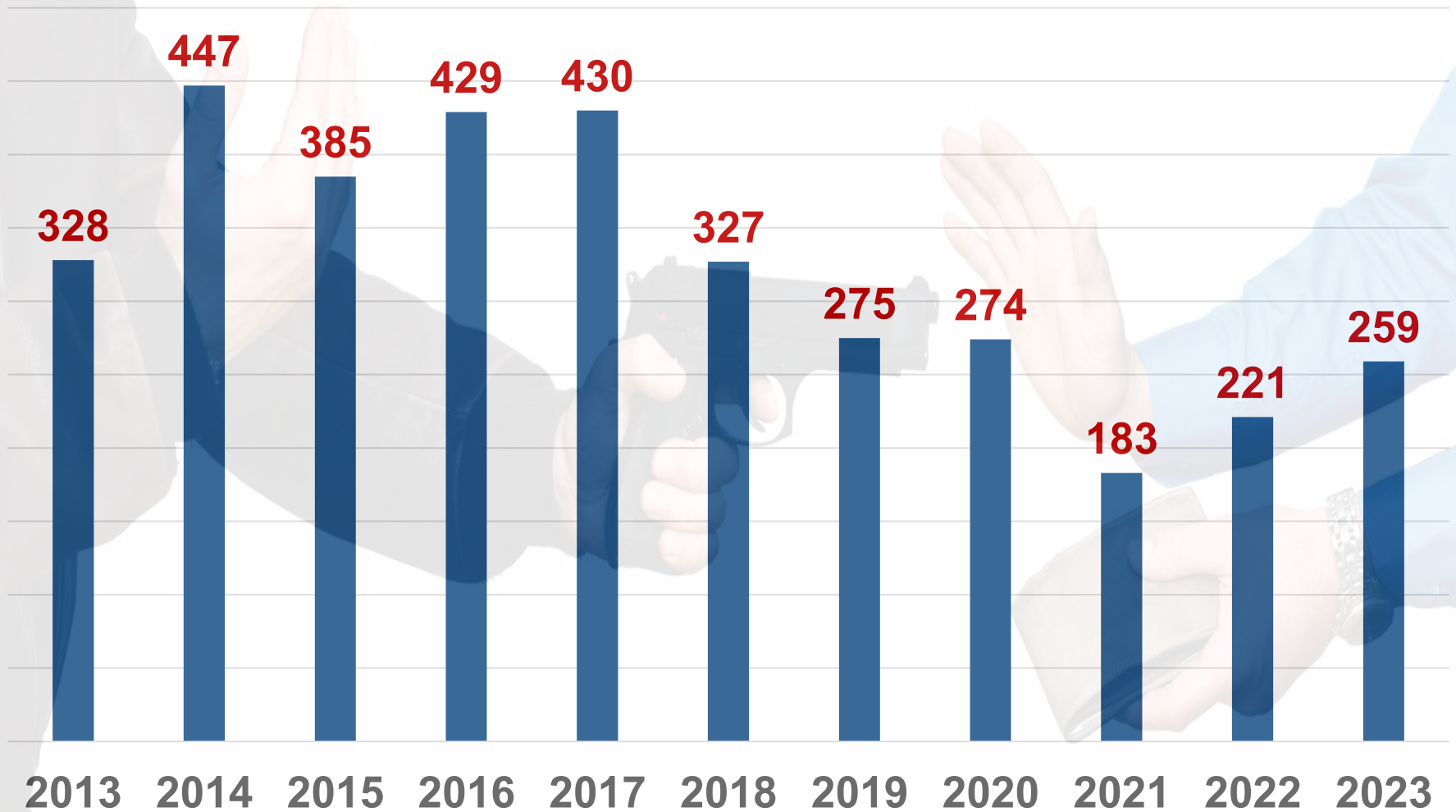


** 2023 based on similar offenses reported under NIBRS Group A.*

ROBBERY

6

Robbery Trend 2013-2023



* 2023 based on similar offenses reported under NIBRS Group A.

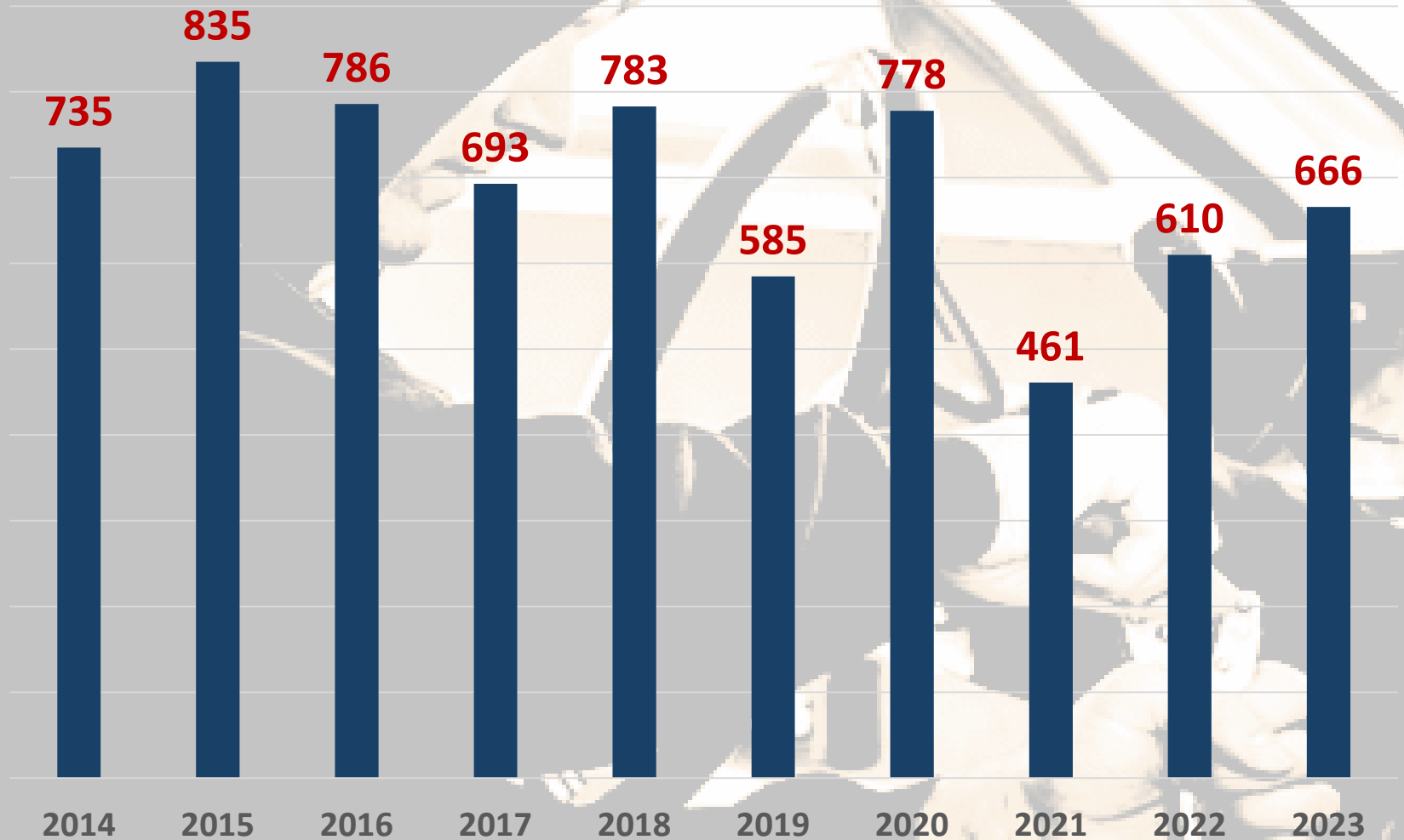
CRIMES AGAINST PROPERTY

Property Crimes	2022 (SRS)	2023* (NIBRS)	% Change	Num. Diff
Burglary/Breaking & Entering	538	451	-16.2%	-87
Larceny/Theft Offenses	2,482	2,454	-1.1%	-28
Motor Vehicle Theft	610	666	9.2%	56
Arson	<u>59</u>	<u>52</u>	<u>-11.9%</u>	<u>-7</u>
Totals:	3,689	3,623	-1.2%	-66

** 2023 based on similar offenses reported under NIBRS Group A.*

STOLEN VEHICLES (MOTOR VEHICLE THEFT)

Stolen Vehicle Trend 2014-2023



STOLEN VEHICLES (MOTOR VEHICLE THEFT)

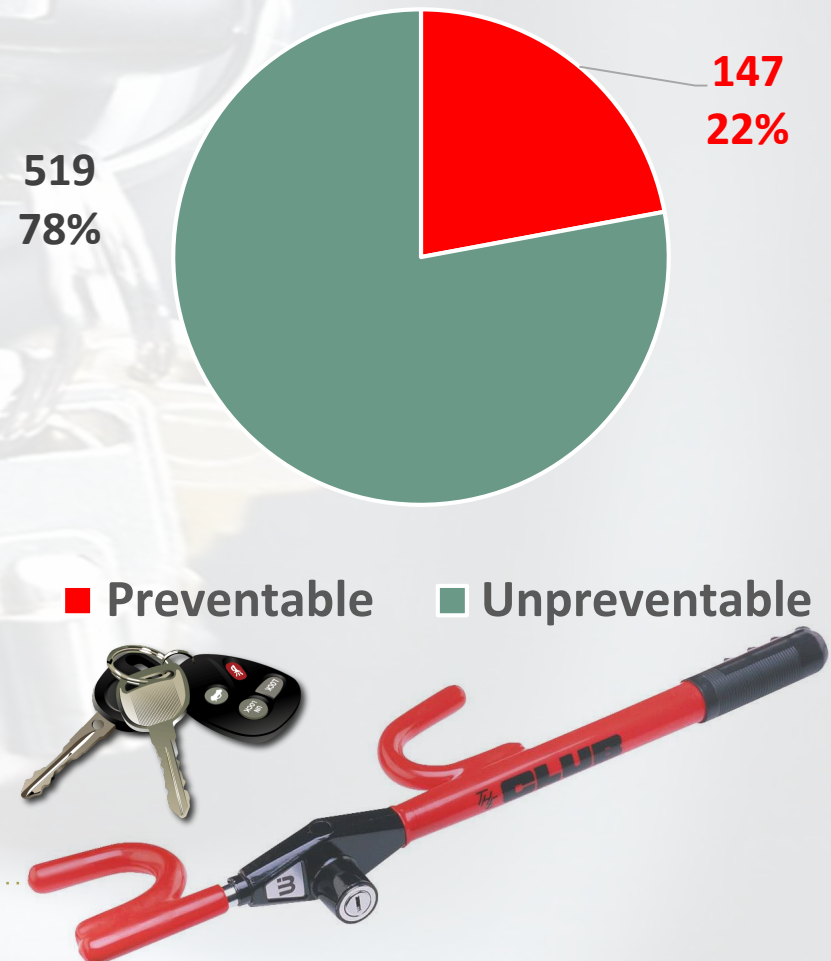
TOP TEN STOLEN VEHICLE TYPES THE IN USA, 2023

(Per 100,000 Vehicles)

1. Ford F-150	(1,815)
2. Hyundai Elantra	(1,296)
3. Chevy Silverado	(1,207)
4. Hyundai Sonata	(1,060)
5. Honda Civic	(921)
6. Kia Optima	(719)
7. Honda Accord	(296)
8. Kia Soul	(271)
9. Kia Forte	(263)
10. Kia Sportage	(115)

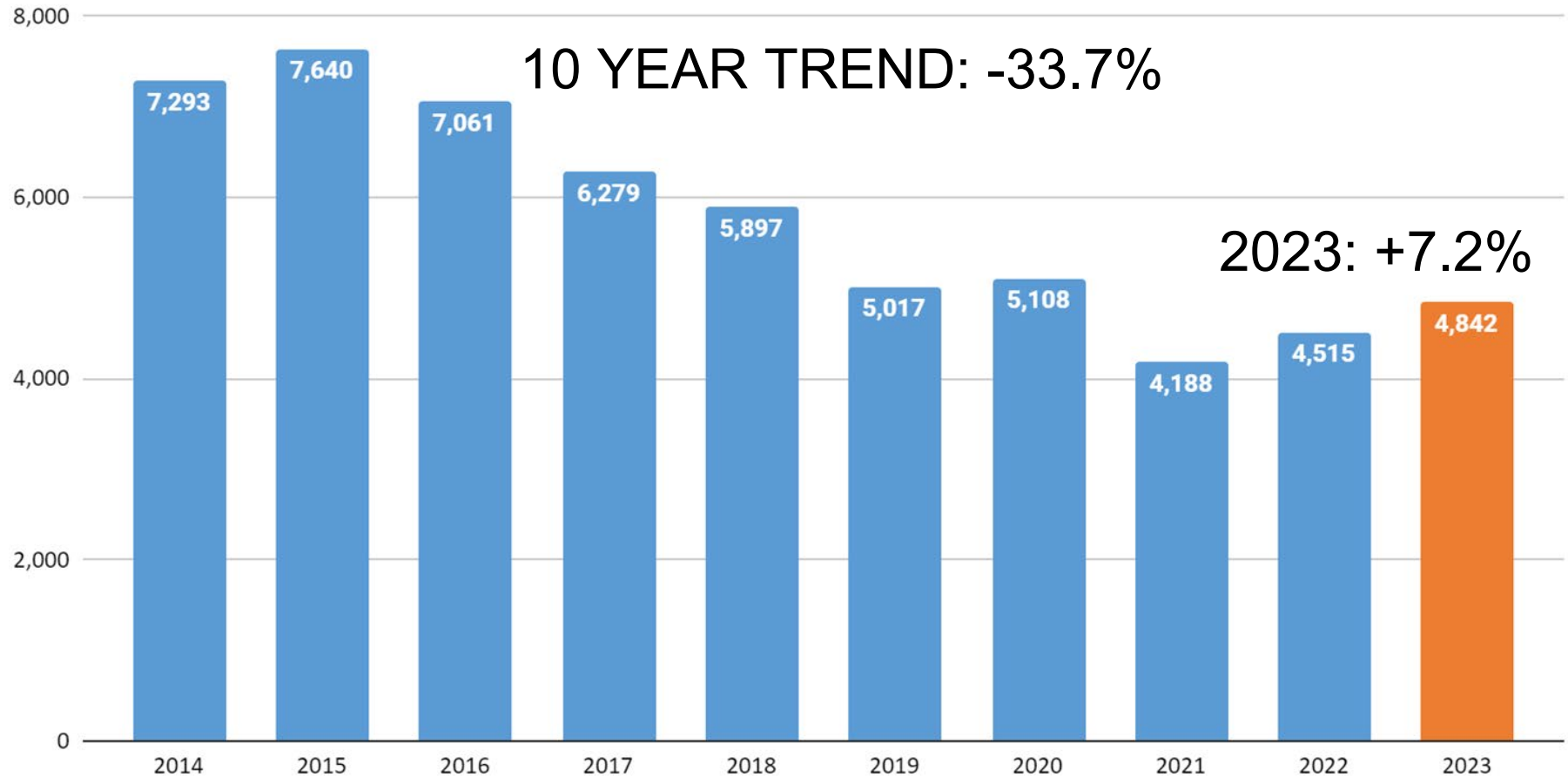
Source:
National Insurance Crime Bureau

Motor Vehicle Thefts in Oxnard, 2023



10 YEAR REPORTED CRIME TREND

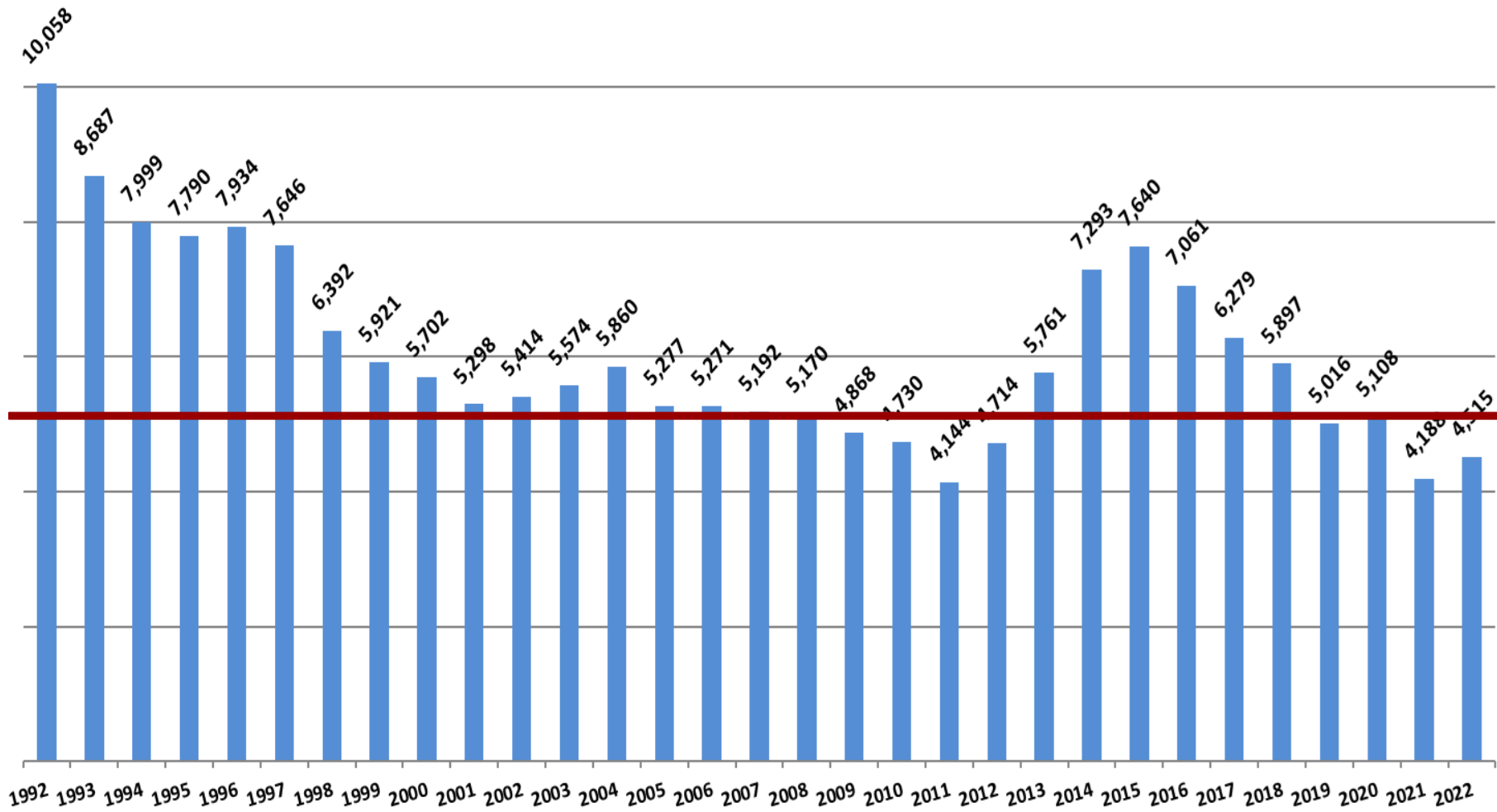
UCR Part 1* Crimes, 10 Years



**** 2023 based on similar offenses reported under NIBRS Group A.***

OXNARD: HISTORIC CRIME TRENDS

Oxnard's Reported UCR "Part 1" Crimes
1992 - 2022



TRAFFIC SAFETY: INJURY & FATAL COLLISIONS

Injury Collisions (fatal)

2024 YTD*:	540	(5)
2023:	947	(16)
2022:	1,042	(17)
2021:	1,037	(14)
2020:	932	(9)
2019:	1,056	(16)

Office of Traffic Safety

Fatal & Injury:	2/60	(5)
Alcohol involved:	2/60	(5)
Motorcycle:	7/60	(17)
Pedestrian:	7/60	(11)
Bicyclist:	6/60	(10)

2021 = most recent OTS stats

2023 Traffic Fatalities: 16

12 Collisions
(4 double fatal)
Pedestrian: 3
Bicyclist: 1

2024 Fatal Collisions YTD: 5

Pedestrian: 4
Bicyclist: 1

Grants facilitate enhanced effort for both
Education and Enforcement

California Highway Patrol Grant

- DUI alcohol/drug enforcement

Selective Traffic Enforcement Program

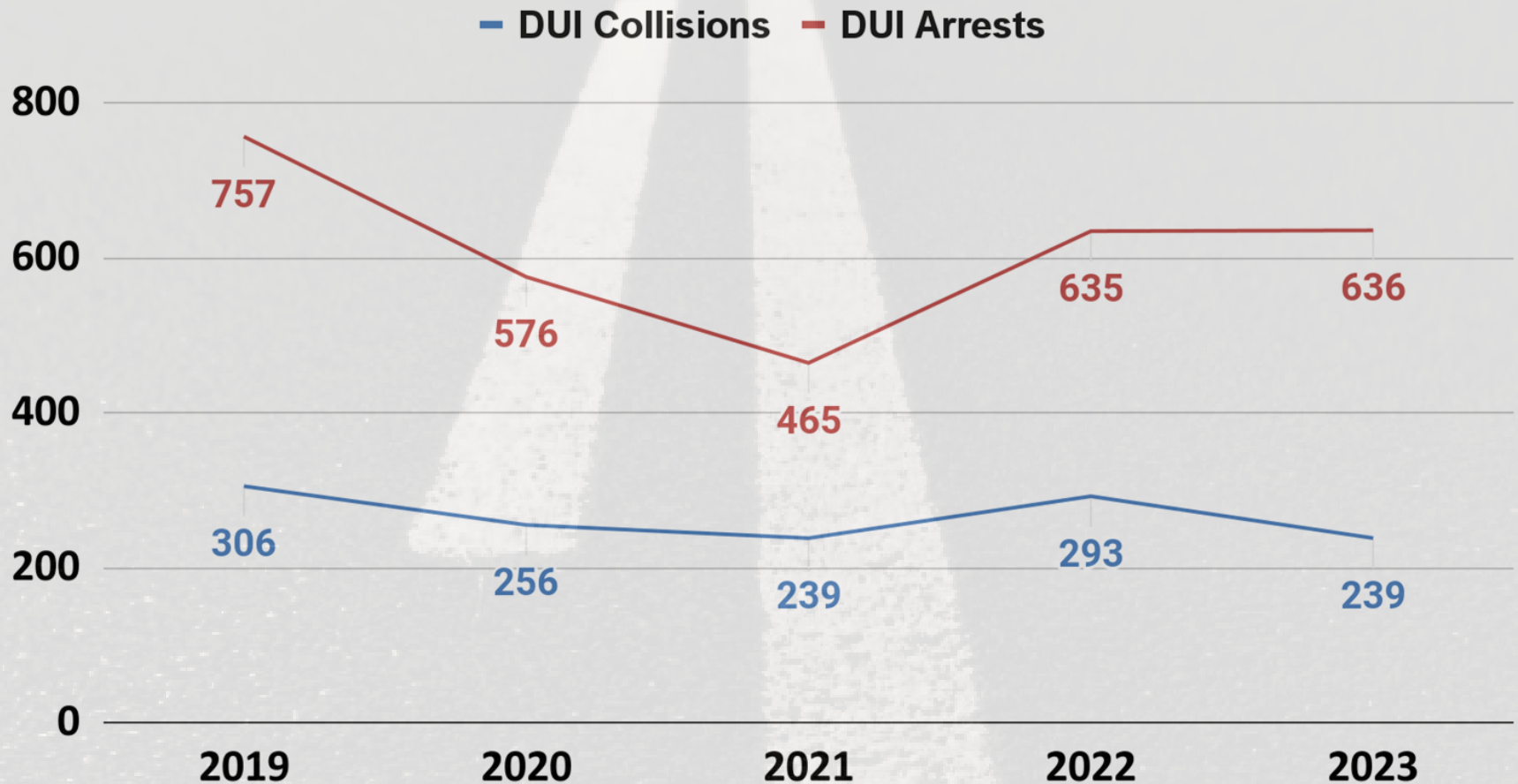
- Addresses targeted safety issues
- Speed
- Distracted driving
- Failure to yield
- Unsafe turning
- DUI enforcement operations
- Sobriety checkpoints
- Safety presentations

Bicycle and Pedestrian Safety Grant



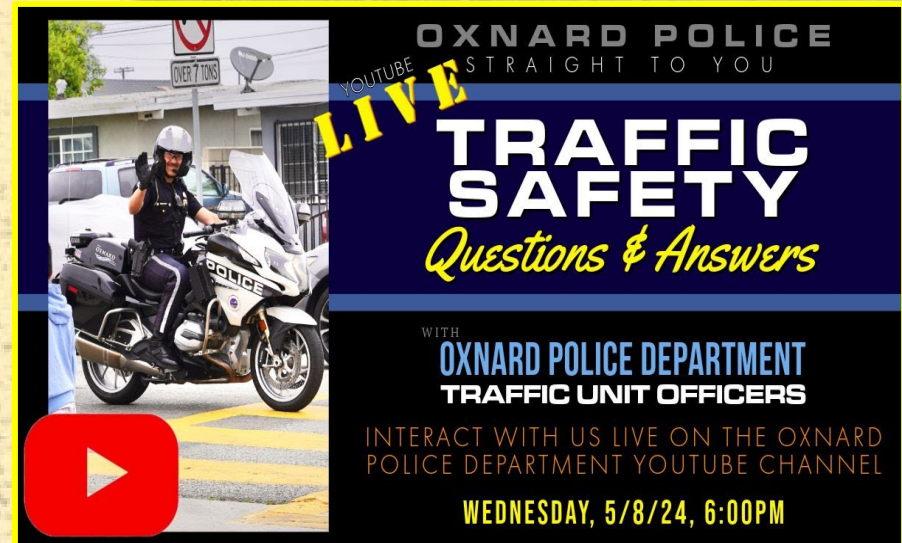
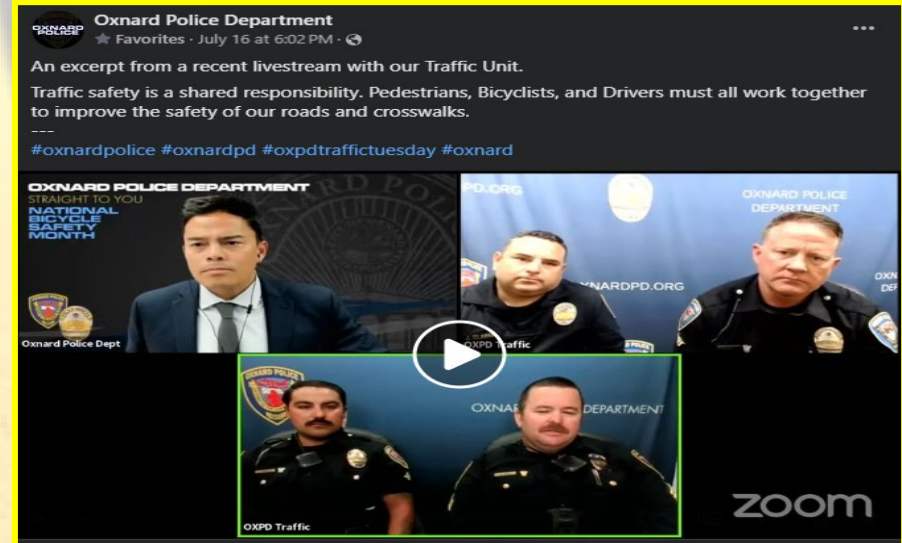
DRIVING UNDER THE INFLUENCE

DUI Collisions & Arrests

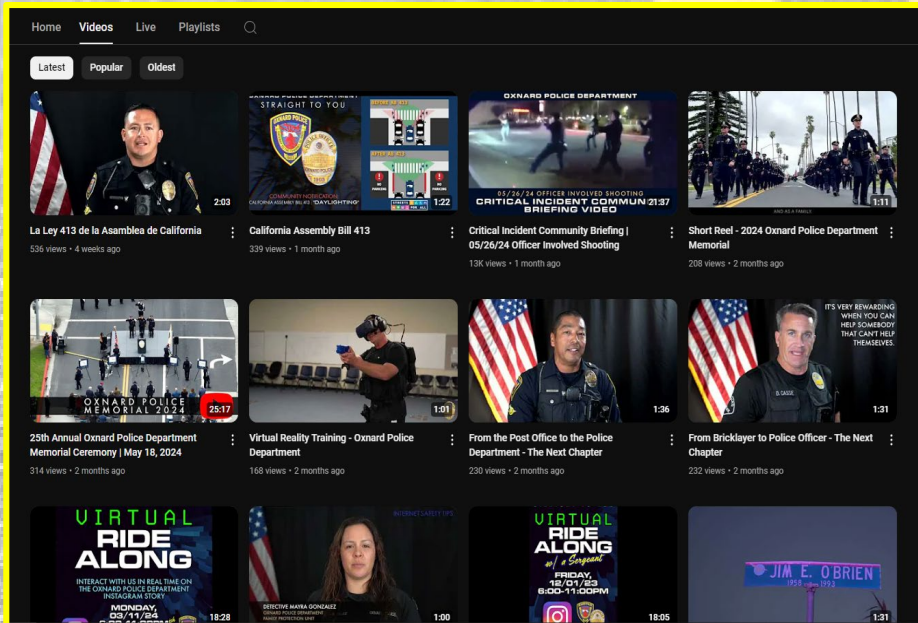


TRAFFIC SAFETY: EDUCATION & OUTREACH

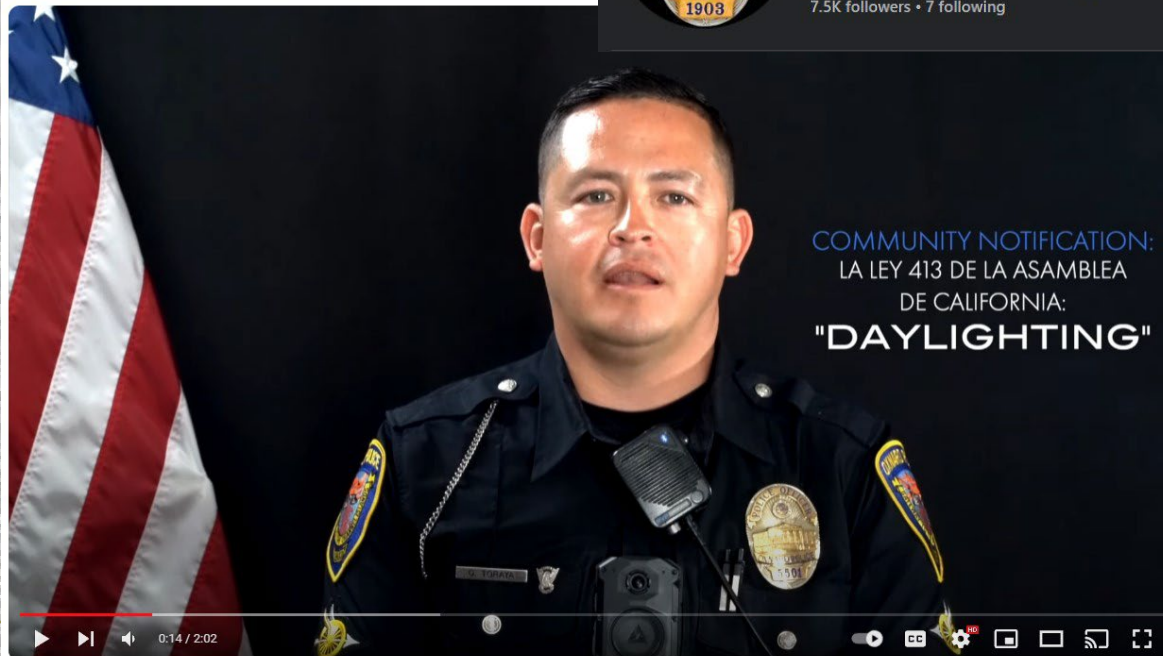
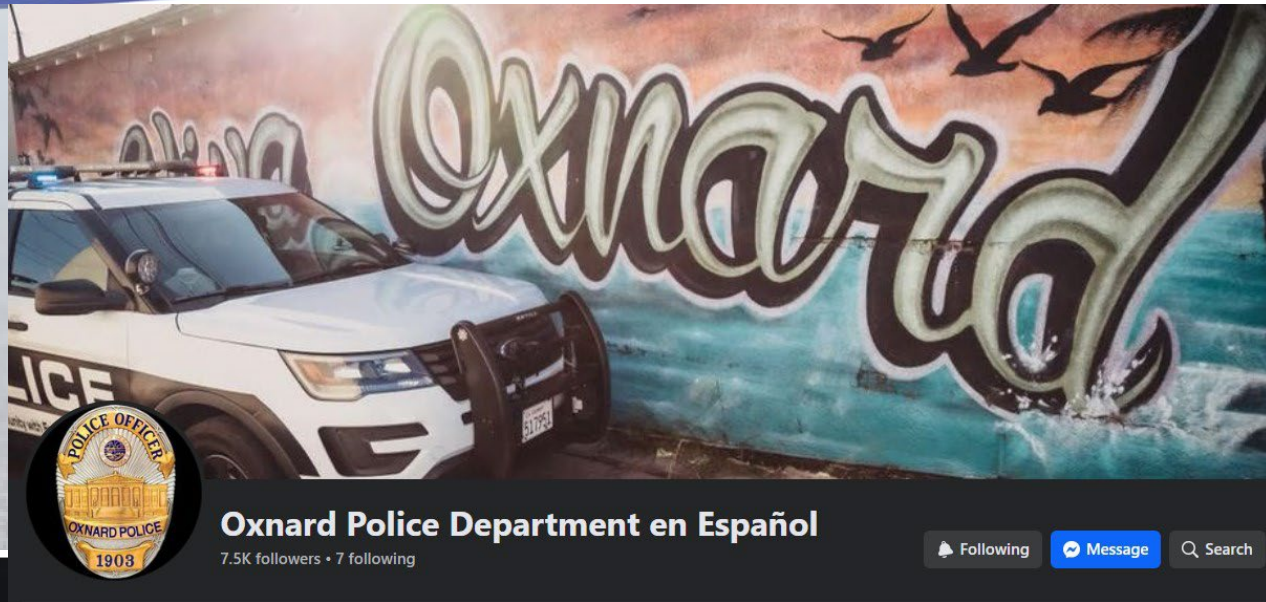
- News releases
- Public service announcements
- Social media
- Livestreaming
- Virtual ridealongs
- Presentations
- Community meetings
- School visits



TRAFFIC SAFETY: EDUCATION & OUTREACH



TRAFFIC SAFETY: EDUCATION & OUTREACH





CA Assembly Bill 413

A person shall not stop, park, or leave standing any vehicle whether attended or unattended...

... within 20 feet of the vehicle approach side of any marked or unmarked crosswalk.

... or within 15 feet of any crosswalk where a curb extension is present.

Effective January 1, 2025



(Visit OPD YouTube)



COURT DECISION: HOMELESS ENCAMPMENTS

US Supreme Court recently held *Grants Pass v. Johnson*

- Overturns *Martin v. Boise* ruling by the Ninth Circuit Court
- Government agencies may once again enforce camping in public places
- Restores an enforcement option, but does not mean that enforcement will always be Oxnard PD's starting point

Oxnard's Homeless Liaison Officers will continue to prioritize supportive methods:

- Housing options
- Social services
- Healthcare
- Stakeholder collaboration



BALLOT INITIATIVE: PROPOSITION 36

2014: Proposition 47

- Reduced narcotics possession from a felony to a misdemeanor (not narcotics *sales* or *possession for sale*)
- Grand theft (felony) minimum raised from \$400 to \$950



2024: If passed, Proposition 36

- Some misdemeanors revert back to felonies:
 - Theft w 2/prior theft convictions would become a felony
 - Felony theft when 3 or more persons involved in the crime
- Creates a new “*treatment mandated felony*” for those who:
 - Possess certain drugs (fentanyl, heroin, cocaine, meth) and have 2 or more prior possession convictions.
 - Completion of treatment = case dismissal
- Make courts to admonish that drug sales could result in a murder conviction if they sell drugs to someone and they die

***** (This slide is not expressing a position on Prop 36, or otherwise advocating or opposing it in this presentation) *****

POLICE RESPONSES TO OVERDOSES

2021

248 overdose calls (82 fatal, 50 opioid related)

2022

287 overdose calls (71 fatal, 56 opioid related)

2023

333 overdose calls (77 fatal, 66 opioid related)

Naloxone (Narcan) applications by OXPD

2020: 17

2021: 64

2022: 58

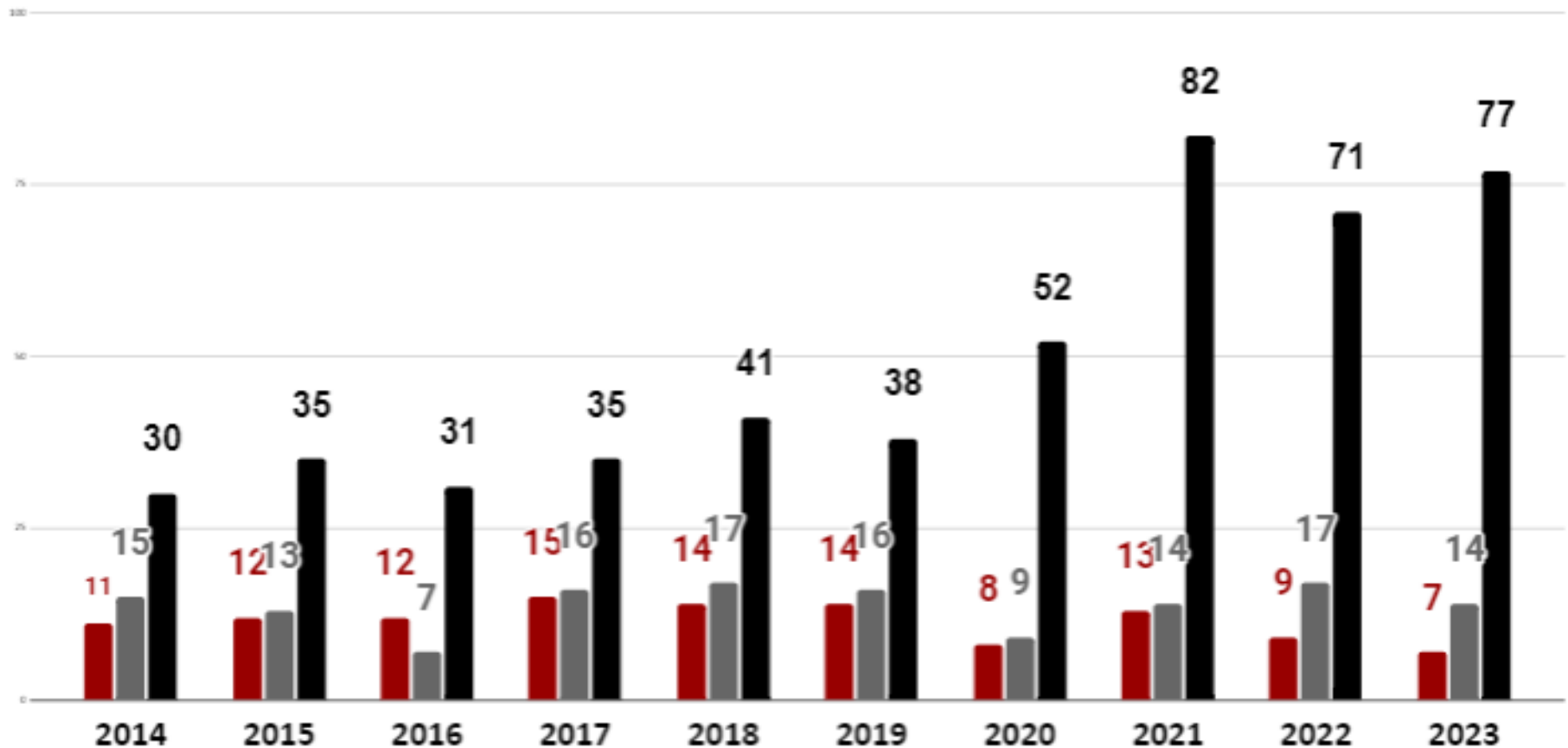
2023: 84



FATALITIES IN OXNARD

Fatality Trend

■ Homicide ■ Traffic ■ Overdose



A FIRST IN VENTURA COUNTY

NEWS RELEASE

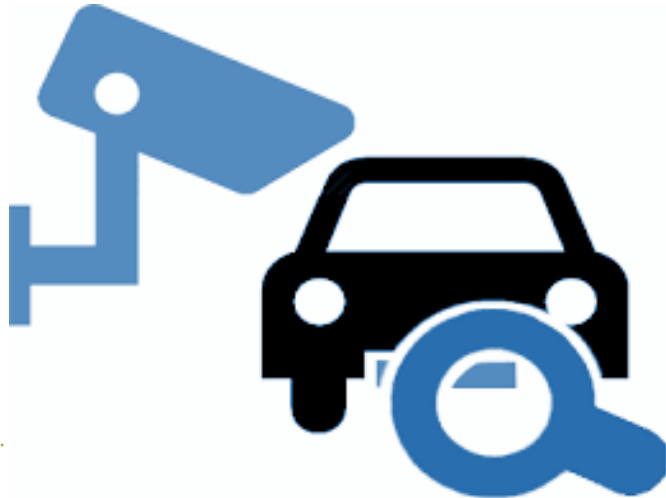
MAN ARRESTED FOR MURDER IN CONNECTION
WITH OVERDOSE DEATH

0 7 / 2 4 / 2 4



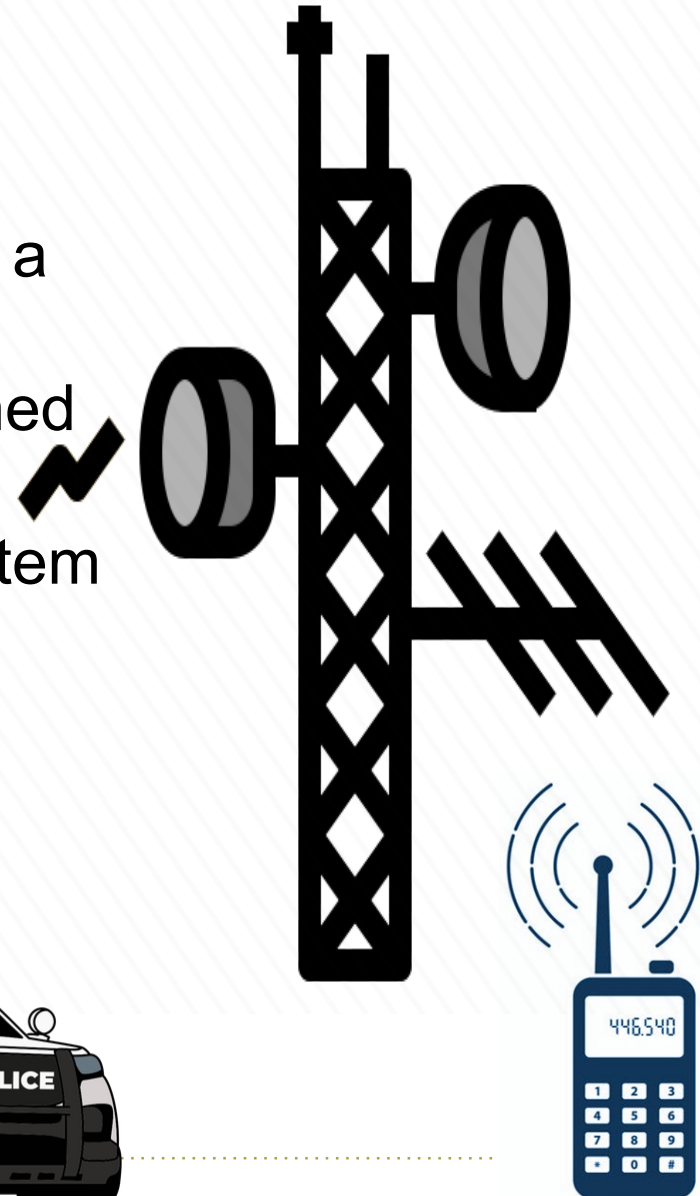
OXNARD POLICE DEPARTMENT

TECHNOLOGY



RADIO COMMUNICATIONS PROJECT

- Countywide subscriber plan
- New portable radios issued
- Joined Countywide group, and a signed MOU gives us a vote
- Mobile radio installations planned for late summer
- Installing 800 MHz backup system
- Programming/connecting new system to existing consoles/hardware
- Operational by Q1 2025



DRONE FIRST RESPONDER (DFR)



WHAT IS “DFR?”

A network of drones, strategically pre-positioned in automated **nests**, ready to respond to calls for service. Remotely operated by a single dedicated FAA-licensed pilot from a command center (police station).



28



BENEFITS OF DRONE FIRST RESPONDER

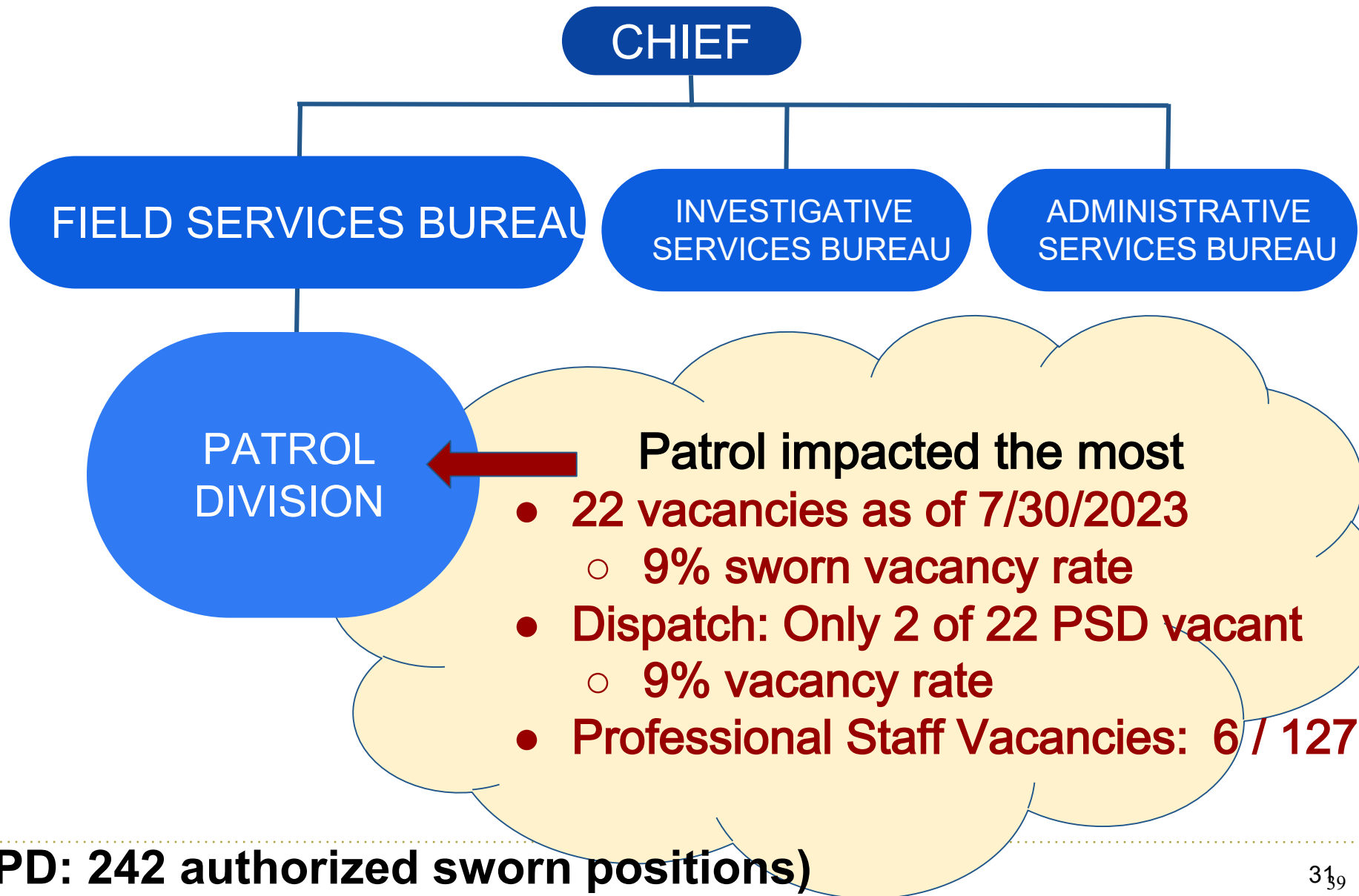
- Reduce response times
- Increase efficiency
- A staffing force multiplier
- Improve officer and community safety by providing vital information to responding officers prior to arrival
- Reduce overtime costs associated with calling out current UAS pilots for deployments



POLICE STAFFING UPDATE



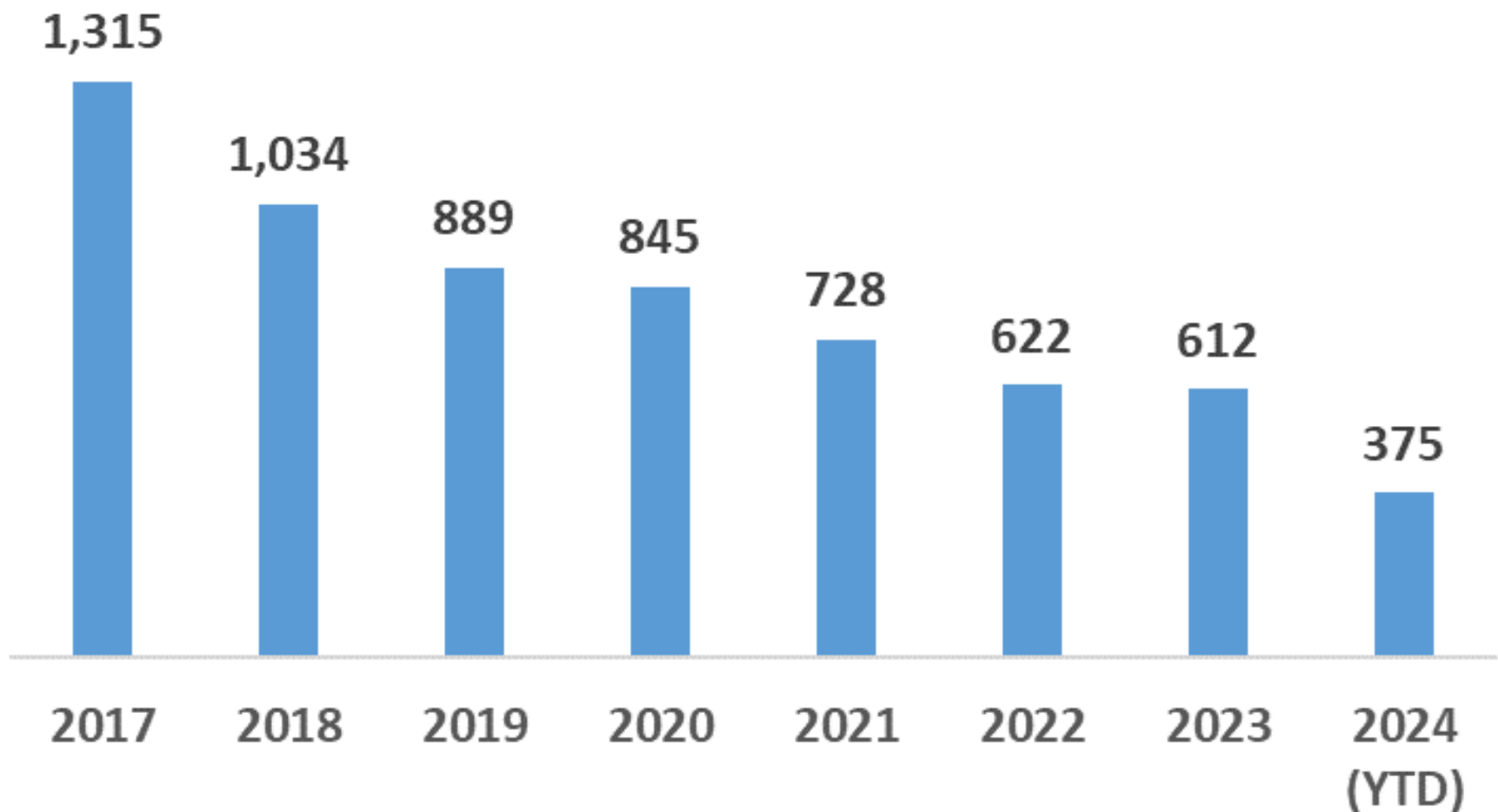
STAFFING CHALLENGES CONTINUE



LESS APPLICANTS

32

OXPD Police Officer Applicants



(As of 7/30/2024)₄₀

LONG ONBOARDING TIME

Entry Level Officers

- Application, Testing, Screening (4-5 months)
- *Pre-Academy* (academy preparation) (0.5 months)
- Academy (6.0 months)
- *Post-Academy* (pre-field training) (1.25 months)
- Field Training (5.5 + months)
- Probationary period (1 year from hire date, extendable)

Approximately 18 months from applying to “in service”

Dispatchers

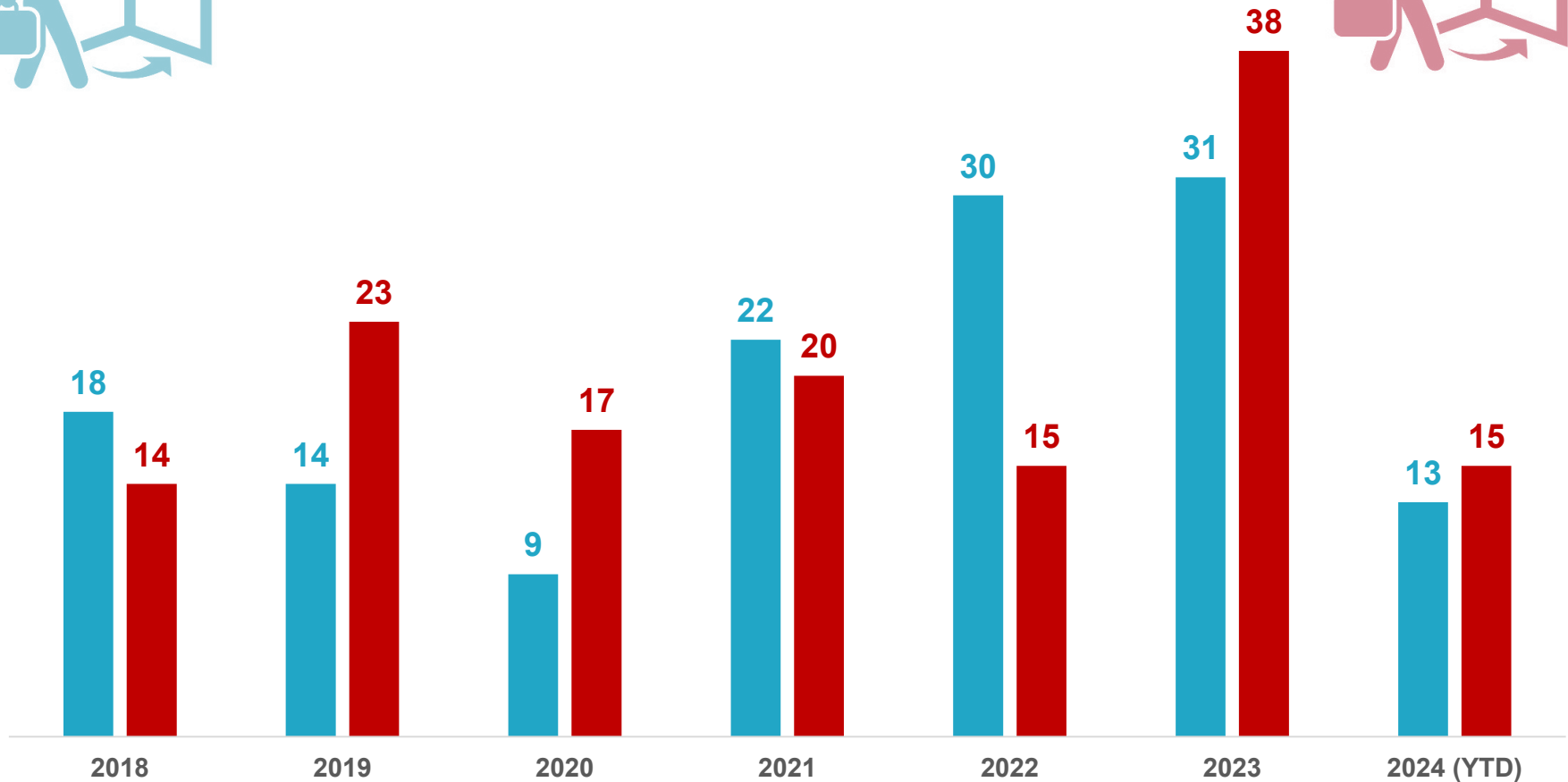
- Application, Testing, Screening (4-5 months)
- Training (1 year)

HIRED VERSUS SEPARATED



Sworn Hired versus Separated Trend

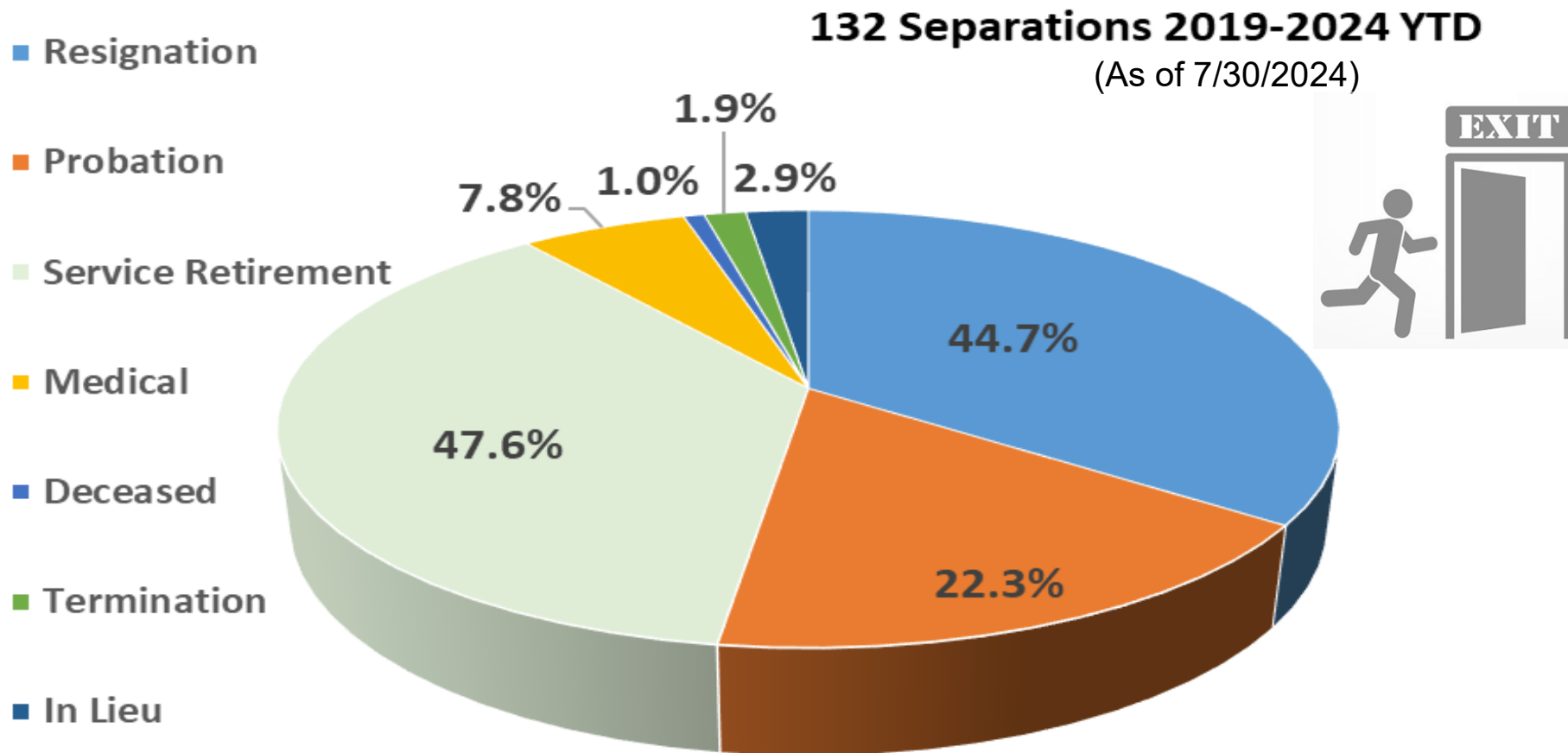
■ Hired ■ Separated



(As of 7/30/2024)

WHY OFFICERS LEAVE

35



2023

- 4 retired and now work in another retirement system (VCDA, VCSO)
- 2 resigned and lateraled to another LEA (VCSO, El Dorado County SO)

2024 YTD

- 2 retired to work in another retirement system (VCDA)
- 2 resigned and lateraled to another LEA (El Dorado County SO, and 1 to Illinois)

ENTRY LEVEL OFFICER ATTRITION

36

Entry Level Police Officer Attrition 2019-2024 YTD*

N=40 separations of 88 hired
45% attrition

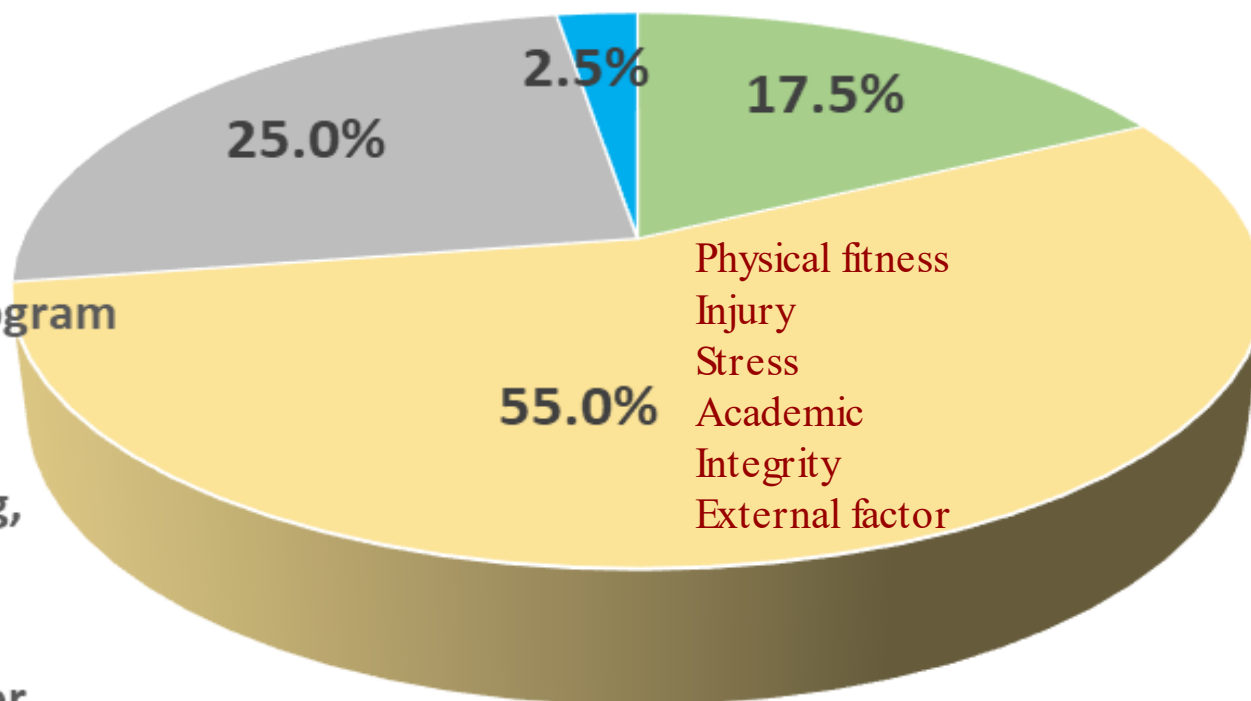
■ Pre-academy

■ Academy

■ Field Training Program

■ Post field training,
failed probation

■ Lateraled to Other
Agency



*(As of 7/30/2024)

RECRUITING

- Continuous recruitment (4 academies per year versus 2)
 - Ventura County: April and October academies
 - Golden West College: January and July academies
- National Testing Network
- Recruiting Team, Events, Advertising
- Recruiting Incentives: Approved by City Council 3/19/2024
 - Hiring bonuses for laterals (\$20K)
 - Payable over 3 years
 - Begins when first lateral is hired, offer valid for 1 year from then
 - Recruitment/referral incentive for OPOA (\$3K)
 - Offer valid until 3/19/2025

ONGOING RECRUITMENT

OXNARD POLICE
S T R A I G H T T O Y O U

VIRTUAL RIDE ALONG

INTERACT WITH US IN REAL TIME ON
THE OXNARD POLICE DEPARTMENT
INSTAGRAM STORY

**MONDAY,
03/11/24
6:00-11:00PM^{ish}**

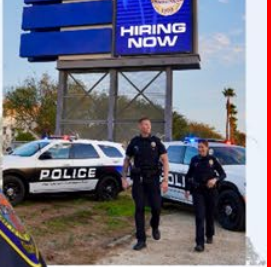


@OXNARDPOLICE



ONGOING RECRUITMENT

OXNARD POLICE DEPARTMENT



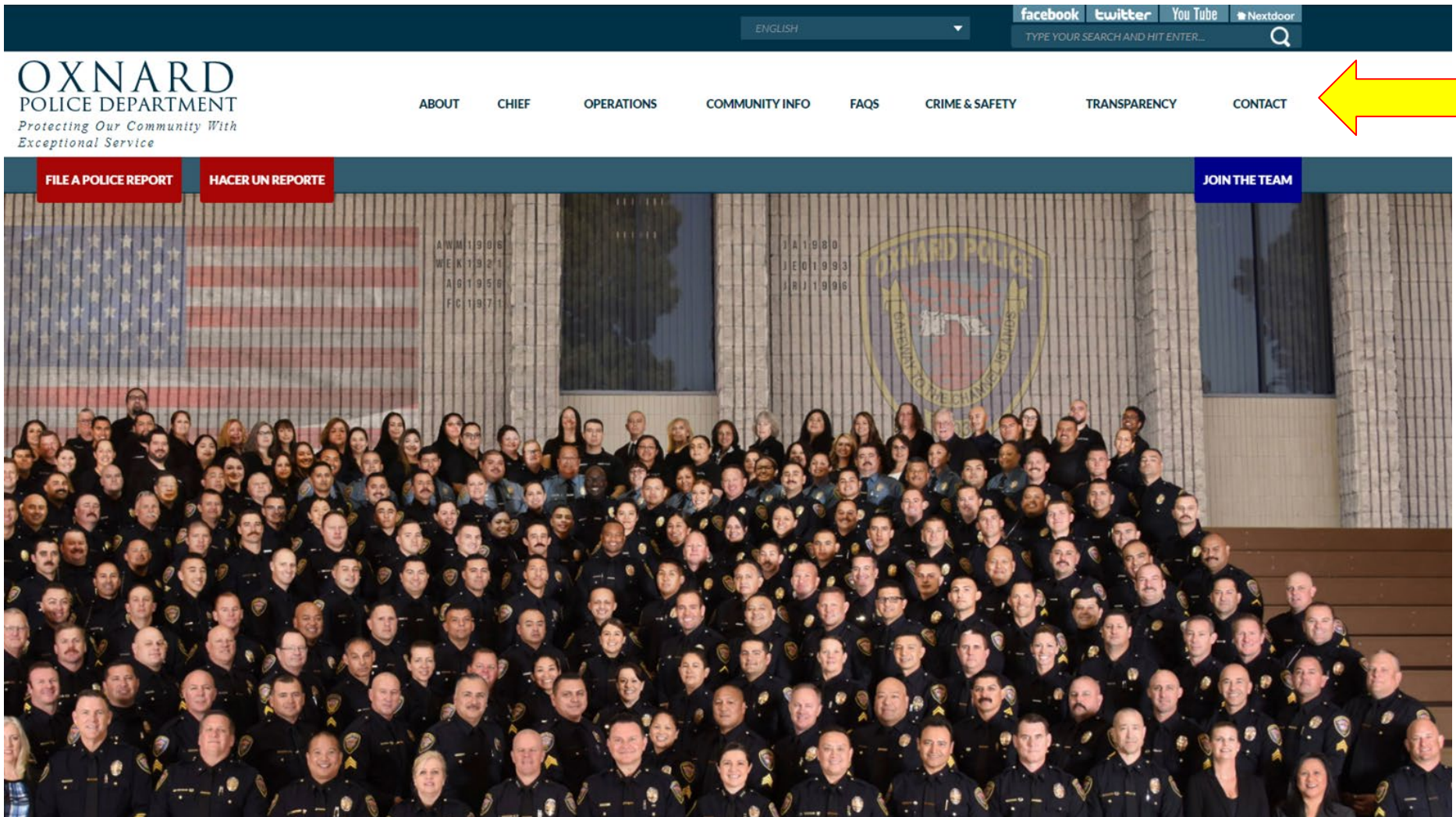
JOIN OUR TEAM

ANNUAL SALARY RANGE: \$89,527-\$132,858

\$20,000 HIRING BONUS FOR LATERAL POLICE OFFICERS

WWW.JOINOXNARDPD.COM

MORE INFORMATION AT <https://www.oxnardpd.org/>

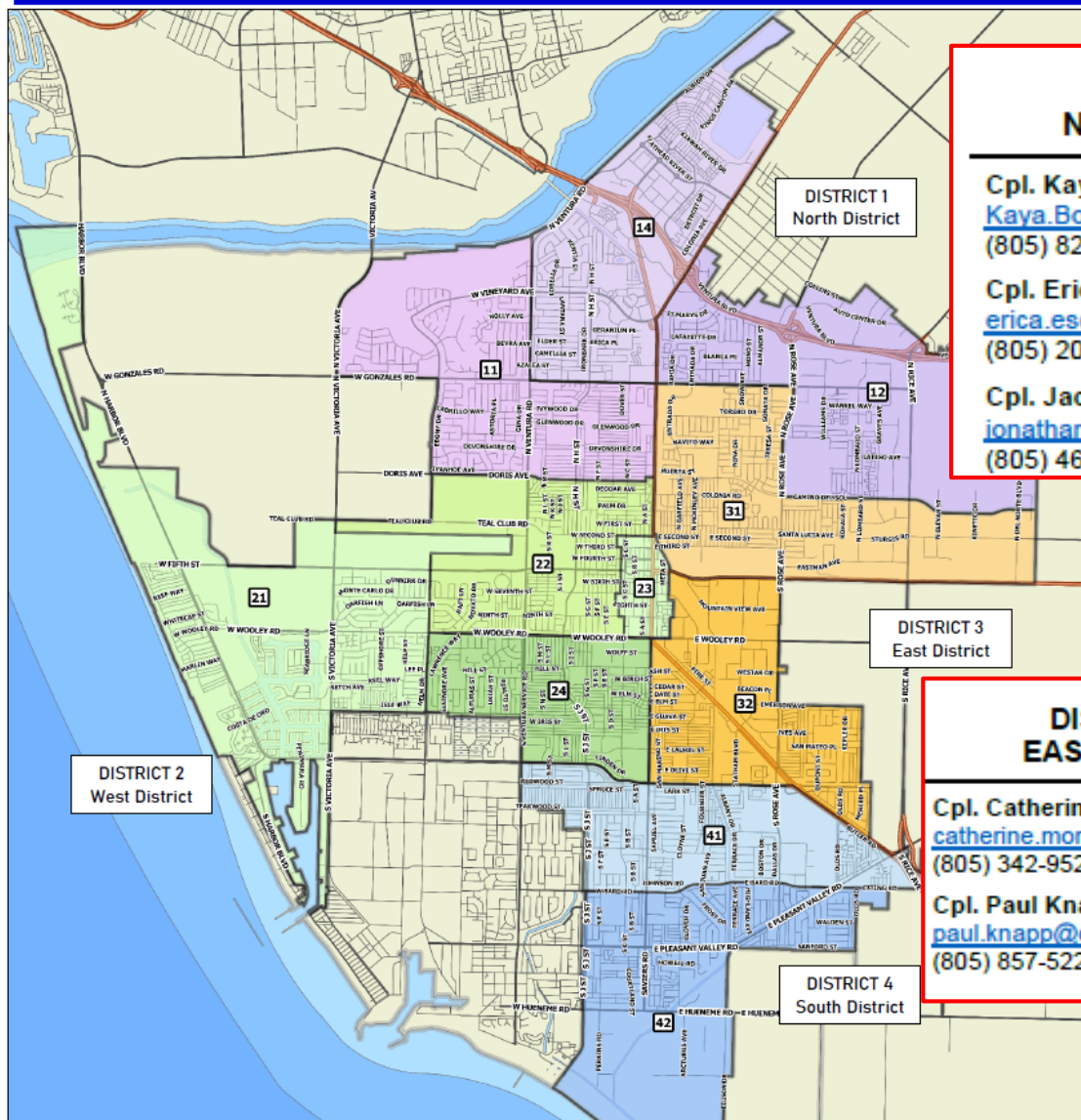




NEIGHBORHOOD POLICE BEAT COORDINATOR MAP



Revised July 23, 2024



DISTRICT 1 NORTH OXNARD

Cpl. Kaya Boysan, Beat 11
Kaya.Boysan@oxnardpd.org
(805) 824-1559

Cpl. Erica Escalante, Beat 12
erica_escalante@oxnardpd.org
(805) 207-7241

Cpl. Jack Martin, Beat 14
jonathan.martin@oxnardpd.org
(805) 464-8506

DISTRICT 2 WEST OXNARD

Cpl. Matthew Ross, Beat 21, 24
matthew.ross@oxnardpd.org
(805) 432-6022

Cpl. Lucy Buttell, Beat 22
lucy.buttell@oxnardpd.org
(805) 906-0855

BEAT 23 – CENTRAL DISTRICT
Cpl. Jacob Jundef, (805) 432-8108
jacob.jundef@oxnardpd.org

DISTRICT 3 EAST OXNARD

Cpl. Catherine Moreira, Beat 31
catherine.moreira@oxnardpd.org
(805) 342-9529

Cpl. Paul Knapp, Beat 32
paul.knapp@oxnardpd.org
(805) 857-5223

DISTRICT 4 SOUTH OXNARD

Cpl. Zach Stiles, Beat 42
zach.stiles@oxnardpd.org
(805) 857-5235

SOUTHWINDS COMMUNITY OFFICER
Ofc. Fernando Espinosa, (805) 607-5929
fernando.espinosa@oxnardpd.org

UPCOMING EVENTS



OXNARD POLICE DEPARTMENT **WOMEN IN BLUE**

FULL-DAY ACTIVITY CAMP

FOR FEMALES AGES 16-21

SATURDAY, OCTOBER 5
9:00AM - 4:00PM
OXNARD, CALIFORNIA



SELECTED APPLICANTS WILL PARTICIPATE IN:
POLICE SUBSTATION TOUR | DEPARTMENT OVERVIEW | ARREST & CONTROL
TECHNIQUES | TRAFFIC STOP SIMULATIONS | CRIME SCENE INVESTIGATIONS
| INTERVIEW TECHNIQUES | TACTICAL DECISION-MAKING UNDER STRESS |
PRESENTATIONS FROM INSPIRATIONAL FEMALE OXNARD PD OFFICERS,
INCLUDING ASSISTANT CHIEF DENISE MOREHOUSE | ...& MORE

LUNCH WILL BE PROVIDED

APPLY TODAY AT:
WWW.OXNARDPOLICE.INFO

UPCOMING EVENTS

**CALLING ALL
COMMUNITY
GROUPS
& BUSINESSES**

**OXNARD POLICE
DEPARTMENT**

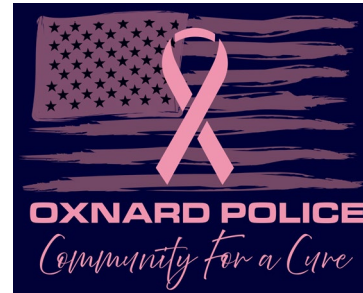
**Halloween
TRUNK OR
TREAT
Spooktacular**

REGISTER YOUR GROUP TODAY
@ WWW.OXPDEVENTS.COM

Monday, October 21 | 5:30 - 7:30pm
Oxnard Police Station



2024 OXPD BREAST CANCER AWARENESS CAMPAIGN DESIGNS



OCTOBER IS

**domestic violence
awareness month**



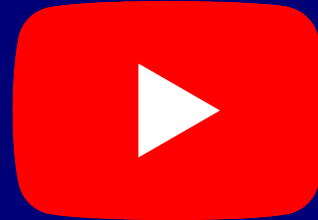
**OXNARD POLICE
DEPARTMENT**

**SANTA
@ the Station
2024**

MONDAY,
DECEMBER 9
5:30 - 7:30 PM

STAY INFORMED

FOLLOW US ON



END OF UPDATE



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

DATE: September 3, 2024

TO: City Council

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

SUBJECT: Amendments to City Manager and City Attorney Employment Agreements.

RECOMMENDATION

That the City Council:

1. Adopt a Resolution approving and authorizing the Mayor to execute a third amendment to the employment agreement (No. A-8087) between the City and City Manager Alexander Nguyen to provide a salary increase of 10% (\$31,920).
2. Adopt a Resolution approving and authorizing the Mayor to execute a fourth amendment to the employment agreement (No. A-7880) between the City and City Attorney Stephen Fischer to 1) provide a salary increase of 10% (\$27,337), and 2) to extend the term of the contract by 2 years to July 8, 2029.

BACKGROUND

City Manager

On July 28, 2022, the City Council approved the second amendment to the City Manager's employment agreement. The second amendment extended the contract through July 8, 2029, and provided a 12% salary increase. Prior to that salary adjustment, Mr. Nguyen had not received any salary increases in the previous four years, nor had he received any salary increases in the intervening two years.

Recently, the City Council completed Mr. Nguyen's 2023 performance evaluation. Though it is the norm for other City employees to receive annual increases until they reach the top of their salary range, Mr. Nguyen purposely removed automatic increases from his contract. In acknowledgment of his performance and leadership, the Council desires to provide Mr. Nguyen with a 10% increase to his base salary.

City Attorney

On July 28, 2022, the City Council approved the third amendment to the City Attorney's employment agreement. Among other things, that amendment extended Mr. Fischer's agreement through July 8, 2027, and provided a 10% salary increase. Prior to that salary adjustment, Mr. Fischer had not received a merit increase in the previous five years, nor had he received any salary increases in the intervening two years.

Recently, the City Council completed Mr. Fischer's 2023 performance evaluation. Mr. Fischer has not received any salary increases since July 28, 2022, though it is the norm for other City employees to receive annual increases until they reach the top of their salary range. In acknowledgment of his performance and leadership, the Council desires to provide Mr. Fischer with a 10% increase to his base salary, and to extend his contract for two years through July 8, 2029.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total annual impact of the salary increase for the City Manager is \$41,496.

The total annual impact of the salary increase for the City Attorney is \$35,538.

These increases do not require additional funding to be allocated to the two effected departments.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Steve Naveau, Human Resources Director

ATTACHMENTS

1. City Manager Agreement Resolution
2. City Manager Agreement Exhibit A
3. City Attorney Agreement Resolution
4. City Attorney Agreement Exhibit A

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING THE
EMPLOYMENT AGREEMENT BETWEEN CITY OF OXNARD AND ALEXANDER T.
NGUYEN (AGREEMENT NO. A-8087)

WHEREAS, the Oxnard City Code provides for the retention of a City Manager by the City Council and establishes certain powers, duties, and guidelines with respect to the position of City Manager; and

WHEREAS, Mr. Nguyen has served as City Manager since July 9, 2018; and

WHEREAS, following City Council's evaluation of Mr. Nguyen's performance pursuant to Section 10 of Agreement No. A-8087; and

WHEREAS, Mr. Nguyen has not received a merit increase since 2022, and in recognition of Mr. Nguyen's performance and leadership as City Manager, the City Council desires to provide Mr. Nguyen with a 10% increase to his base salary.

NOW, THEREFORE, the City Council of the City of Oxnard resolves as follows:

1. The forgoing Recitals are incorporated into the operative provisions of this Resolution.
2. The City Council hereby approves the Third Amendment to the Agreement No. A-8087 and authorizes the Mayor to execute said Third Amendment on behalf of the City.

PASSED AND ADOPTED this 3rd day of September 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Kenneth Rozell, Chief Assistant City Attorney

EXHIBIT A

Agreement No. A-8087

**THIRD AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN CITY OF OXNARD AND
ALEXANDER T. NGUYEN**

This Third Amendment (“Third Amendment”) to Employment Agreement between City of Oxnard and Alexander T. Nguyen (“Agreement”) is made and entered into in the County of Ventura, State of California on this 3rd day of September, 2024, by and between the City of Oxnard, a municipal corporation (“City”), and Alexander T. Nguyen (“Nguyen”). This Third Amendment amends the Agreement originally entered into on June 19, 2018 by City and Nguyen, which Agreement was previously amended on October 6, 2020 by a First Amendment and on July 28, 2022 by a Second Amendment.

WHEREAS, following City Council’s evaluation of Nguyen’s performance pursuant to Section 10 of the Agreement, the City Council and Nguyen desire to modify one provisions of the Agreement.

NOW, THEREFORE, the City and Nguyen agree as follows:

1. Subsection A of Section 5 of the Agreement is amended to read as follows:

“City agrees to compensate Nguyen for his services at a base annual salary of \$351,120 (three hundred and fifty one thousand one hundred and twenty dollars) effective September 3, 2024.”

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

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

CITY OF OXNARD

ALEXANDER T. NGUYEN

John C. Zaragoza, Mayor Date

Alexander T. Nguyen Date

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Kenneth Rozell, Chief Assistant City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING THE
AMENDED AND RESTATED EMPLOYMENT AGREEMENT BETWEEN CITY OF OXNARD
AND STEPHEN M. FISCHER (AGREEMENT NO. A-7880)

WHEREAS, the Oxnard City Code provides for the retention of a City Attorney by the City Council and establishes certain powers, duties, and guidelines with respect to the position of City Attorney; and

WHEREAS, Mr. Fischer has served as City Attorney since April 5, 2016; and

WHEREAS, following City Council's evaluation of Mr. Fischer's performance pursuant to Section 10 of Agreement No. A-7880, the City Council and Mr. Fischer desire to extend the term of the employment agreement and modify certain provisions of said Agreement; and

WHEREAS, Mr. Fischer has not received a merit increase since 2022, and in recognition of Mr. Fischer's performance and leadership as City Attorney, the City Council desires to provide Mr. Fischer with a 10% increase to his base salary; and

WHEREAS, the City Council of the City of Oxnard wishes to modify Agreement No. A-7880, as set forth in the Fourth Amendment attached hereto as Exhibit A and incorporated herein by this reference, by extending the term of said Agreement to July 8, 2029 and increasing Mr. Fischer's base rate of pay by 10%.

NOW, THEREFORE, the City Council of the City of Oxnard resolves as follows:

1. The foregoing Recitals are incorporated into the operative provisions of this Resolution.
2. The City Council hereby approves the Fourth Amendment to Agreement No. A-7880 and authorizes the Mayor to execute said Fourth Amendment on behalf of the City.

PASSED AND ADOPTED this 3rd day of September 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Kenneth Rozell, Chief Assistant City Attorney

EXHIBIT A

Agreement No. A-7880

**FOURTH AMENDMENT TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT
BETWEEN CITY OF OXNARD AND STEPHEN M. FISCHER**

This Fourth Amendment ("Fourth Amendment") to the Amended and Restated Employment Agreement between City of Oxnard and Stephen M. Fischer ("Agreement") is made and entered into in the County of Ventura, State of California on this 3rd day of September, 2024, by and between the City of Oxnard, a municipal corporation ("City"), and Stephen M. Fischer ("Fischer"). This Fourth Amendment amends the Agreement originally entered into on September 26, 2017 by City and Fischer, which Agreement was previously amended on April 16, 2019 by a First Amendment, on October 6, 2020 by a Second Amendment, and on July 22, 2022 by a Third Amendment.

WHEREAS, following City Council's evaluation of Fischer's performance pursuant to Section 10 of the Agreement, the City Council and Fischer desire to extend the term of the Agreement and modify certain provisions of the Agreement.

NOW, THEREFORE, the City and Fischer agree as follows:

1. In Section 1 of the Agreement, the date "July 8, 2027" is replaced with "July 8, 2029".
2. Subsection A of Section 5 of the Agreement is amended to read as follows:

"City agrees to compensate Fischer for his services at a base annual salary of \$300,714 (three hundred thousand seven hundred and fourteen dollars) effective September 3, 2024."
3. As so amended, the Agreement remains in full force and effect.

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

CITY OF OXNARD

STEPHEN M. FISCHER

John C. Zaragoza, Mayor Date

Stephen M. Fischer Date

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Kenneth Rozell, Chief Assistant City Attorney



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

DATE: September 3, 2024
TO: City Council
FROM: Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org
SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City Council approve the minutes of the June 27, 2024, and July 2, 2024, regular meetings as presented.

BACKGROUND

Approval of Minutes.

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: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 06 27 2024 CC Regular Meeting
2. MINUTES 07 02 2024 CC Regular Meeting

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
June 27, 2024

A. **ROLL CALL, POSTING OF AGENDA**

At 5:01 p.m., Mayor Pro Tem MacDonald called to order the regular meeting of the Oxnard City Council, in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Oscar Madrigal, Bert E. Perello, Gabriel (Gabe) Teran, Arthur Valenzuela, and Mayor Pro Tem Bryan A. MacDonald were present. Mayor John C. Zaragoza and Councilmember Gabriela Basua were absent.

Councilmember Valenzuela joined the meeting at 5:06 p.m. Councilmember Madrigal left the meeting at 6:00 p.m. and returned at 6:28 p.m. Councilmember Valenzuela left the meeting at 6:29 p.m. and returned at 6:48 p.m.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council.

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449.

B. **PUBLIC COMMENTS ON CLOSED SESSION ITEMS** (None received.)

C. **CLOSED SESSION (5:00 PM)**

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS – (Government Code section 54956.8)Property: APN 132-0-033-010
Agency Negotiator: Emilio Ramirez, Housing Director
Negotiating Party: Evergeen Devco, Inc.
Under Negotiation: Price and terms of payment
Legislative Body: City Council
2. CONFERENCE WITH LABOR NEGOTIATORS (Government Code section 54957.6)
Agency designated representatives: Ashley Golden, Assistant City Manager, Steve Naveau, Director of Human Resources and Jason Benites, Police Chief
Employee organizations: Oxnard Public Safety Managers Association (OPSMA)
Legislative Body: City Council

At 5:04 p.m., the City Council recessed to a closed session. At 5:34 p.m., the City Council reconvened in open session in the Council Chambers. The City Attorney announced that item C.2 was reviewed and there were no reportable actions out of closed session. Item C.1 was pulled from the agenda.

D. APPOINTMENT ITEMS (5:30 PM)

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

Jim Medina, Public Information Officer and Kenny Ha, Project Manager for the California Department of Transportation (Caltrans) presented and provided updates on the State Route 232 on Vineyard Avenue between the U.S. Highway 101 and State Route 118 project.

E. OPENING CEREMONIES (6:00 PM)

Mayor Pro Tem MacDonald led the pledge of allegiance.

F. CEREMONIAL ITEMS

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

Mayor Pro Tem MacDonald presented a proclamation to Coach Bryan Wilson, Pacifica High School Head Baseball Coach. Pacifica High School has had multiple CIF championship wins in 2024, including softball and baseball. On May 18, 2024, the Pacifica High School Mariners won the CIF Southern Section D1 title for the second year in a row. Coach Wilson and the team of coaches, baseball team members, and group of students joined Council on the dais to accept the proclamation and certificates, and followed with a few words.

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Daniel Cardona (assault).

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

City Manager Nguyen provided a few community updates and reminded the residents that fireworks are dangerous and illegal in the City of Oxnard. Comments were made concerning the street sweepers wages.

1. Public Works Department

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

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

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

Michael Wolfe, Public Works Director was available to answer questions. No public comments were received.

It was moved by Councilmember Valenzuela, seconded by Councilmember Teran, to approve the recommended action. VOTE: MacDonald, Perello, Teran, and Valenzuela voted in favor; motion passed 4-0. Mayor Zaragoza, Councilmember Basua, and Councilmember Valenzuela (absent during this vote) were absent.

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

The members of the Council provided brief announcements regarding their various activities.

1. City Clerk Department

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

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

No public comments were received.

It was moved by Councilmember Teran, seconded by Mayor Pro Tem MacDonald, to approve the recommended action. VOTE: MacDonald, Madrigal, Perello, and Teran voted in favor; motion passed 4-0. Mayor Zaragoza, Councilmember Basua, and Councilmember Valenzuela (absent during this vote) were absent.

J. REVIEW OF INFORMATION/CONSENT AGENDA

Items L.1 through L.6 were reviewed and discussed among the Council and staff.

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public written comments were received from Maria Sandoval (L.2).

L. INFORMATION/CONSENT AGENDA

1. Finance Department

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

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

(This item did not originate in Committee.)

2. Fire Department

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

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

3. Fire Department

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

RECOMMENDATION: That the City Council:

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

4. Human Resources Department

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

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

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

5. City Manager Department

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

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Third Amendment with Aten Design Group, Inc. (Agreement No. 32400027) for on-call services for website strategy, design and development for an increase of \$105,000

for a total contract amount not to exceed \$421,140 and extend the term to June 30, 2026.

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

6. City Manager Department

SUBJECT: List of City Manager Approved Contracts - Informational Only.

RECOMMENDATION: That the City Council receive and file the list of City Manager approved contracts for the period December 1, 2023 through June 12, 2024.

(This item did not originate in Committee.)

It was moved by Councilmember Perello, seconded by Councilmember Madrigal, to approve the Information/Consent items as presented. VOTE: MacDonald, Madrigal, Perello, and Teran voted in favor; motion passed 4-0. Mayor Zaragoza, Councilmember Basua, and Councilmember Valenzuela (absent during this vote) were absent.

M. REPORTS

1. Housing Department

SUBJECT: Oxnard Navigation Center Operating Agreement with Mercy House for Fiscal Year 2024-2025.

RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute a one-year agreement with Mercy House for the provision of shelter and navigation center operations in fiscal year 2024 - 2025, in the amount not-to-exceed \$4,066,990;
2. Authorize the City Manager or designee to carryover unspent General Fund (101) previously allocated funding for FY 2023-2024 shelter operations to be used for FY 2024-2025 shelter operations in the amount of \$223,000;
3. Authorize the City Manager or designee to appropriate Permanent Local Housing Allocation funds (220) and recognize grant revenue in the amount of \$876,166 in FY 2024-2025; and
4. Authorize the City Manager or designee to appropriate California State grant funds (210) and recognize grant revenue in the amount of \$1,334,826 in FY 2024-2025.

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

Emilio Ramirez, Housing Director was available to answer questions. Public comments were received from Raymond Fajardo.

It was moved by Councilmember Teran, seconded by Councilmember Valenzuela, to approve the recommended action. VOTE: MacDonald, Madrigal, Perello, Teran, and Valenzuela voted in favor; motion passed 5-0. Mayor Zaragoza and Councilmember Basua were absent.

2. Human Resources Department

SUBJECT: Memorandum of Understanding - Oxnard Peace Officers Association.

RECOMMENDATION: That the City Council of the City of Oxnard adopted **Resolution No. 15,809** approving the attached tentative agreement between the City of Oxnard and the Oxnard Peace Officers Association and authorizing the City Manager to take the necessary administrative actions to implement the agreement.

Steve Naveau, Human Resources Director was available to answer questions. No public comments were received.

It was moved by Councilmember Perello, seconded by Councilmember Madrigal, to approve the recommended action. VOTE: MacDonald, Madrigal, Perello, Teran, and Valenzuela voted in favor; motion passed 5-0. Mayor Zaragoza and Councilmember Basua were absent.

3. Public Works Department

SUBJECT: Authorization to Accept a Federal Grant of \$3.8M for the Kamala Neighborhood Water Cast Iron Replacement Capital Improvement Project.

RECOMMENDATION: That the City Council:

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

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

This item was pulled from the agenda. No action was taken.

4. Public Works Department

SUBJECT: Agreement 32500006 with California Wood Recycling, Inc. dba Agromin (Agromin), for Organic Waste Recycling Services at Agromin Facilities.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with California Wood Recycling, Inc. dba Agromin (Agromin) in the amount not to exceed \$9,000,000 for an initial three-year term from July 1, 2024, to June 30, 2027,

with the option for two (2) consecutive one (1) year period extensions, that shall not exceed a total of five (5) years; for a final term ending June 30, 2029, in order to provide organic waste recycling services and mulch products for the City of Oxnard at permitted Agromin facilities.

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

Brian Yanez, Assistant Public Works Director was available to answer questions. No public comments were received.

It was moved by Councilmember Teran, seconded by Councilmember Valenzuela, to approve the recommended action. VOTE: MacDonald, Madrigal, Perello, Teran, and Valenzuela voted in favor; motion passed 5-0. Mayor Zaragoza and Councilmember Basua were absent.

5. Public Works Department

SUBJECT: Fifth Amendment to Agreement A-8221 with Big Truck Rental, LLC for Short Term Rental of Refuse Collection Vehicles for the Environmental Resources Division.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Fifth Amendment to a Rental Agreement with Big Truck Rental, LLC in the amount of \$615,000 for a new total not to exceed \$5,078,035 for an additional period of 12 months, ending on June 30, 2025, for the rental of refuse collection vehicles.

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

Brian Yanez, Assistant Public Works Director and Jose Arreola, Fleet Services Manager presented and answered questions. No public comments were received.

It was moved by Councilmember Valenzuela, seconded by Councilmember Perello, to approve the recommended action. VOTE: MacDonald, Madrigal, Perello, Teran, and Valenzuela voted in favor; motion passed 5-0. Mayor Zaragoza and Councilmember Basua were absent.

6. Public Works Department

SUBJECT: Budget Appropriations for Community Facilities District No. 8, Sakioka Farms Business Park for Fiscal Year 2023-24.

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

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

Michael Wolfe, Public Works Director was available to answer questions. No public comments were received.

It was moved by Councilmember Valenzuela, seconded by Councilmember Teran, to approve the recommended action. VOTE: MacDonald, Madrigal, Perello, Teran, and Valenzuela voted in favor; motion passed 5-0. Mayor Zaragoza and Councilmember Basua were absent.

7. Public Works Department

SUBJECT: Agreement 32500018 with M.O. Dion & Sons, Inc. dba Dion & Sons, Inc. for Purchase and Delivery of Bulk Fuel.

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

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

Brian Yanez, Assistant Public Works Director and Jose Arreola, Fleet Services Manager presented and answered questions. No public comments were received.

It was moved by Councilmember Perello, seconded by Councilmember Teran, to approve the recommended action. VOTE: MacDonald, Madrigal, Perello, Teran, and Valenzuela voted in favor; motion passed 5-0. Mayor Zaragoza and Councilmember Basua were absent.

N. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Pro Tem MacDonald adjourned the meeting at 7:10 p.m.

ROSE CHAPARRO

City Clerk

BRYAN MACDONALD

Mayor Pro Tem

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
July 2, 2024

A. **ROLL CALL, POSTING OF AGENDA**

At 5:01 p.m., Mayor Pro Tem MacDonald called to order the regular meeting of the Oxnard City Council, in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Gabriela Basua, Oscar Madrigal, Bert E. Perello, Gabriel (Gabe) Teran, Arthur Valenzuela, and Mayor Pro Tem Bryan A. MacDonald were present. Mayor John C. Zaragoza was absent.

Councilmember Basua joined the meeting at 5:10 p.m.

Housing Authority Commissioners Jose Andrade and Francisco Vega were absent.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council, Parking Authority, and Oxnard Housing Authority.

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449.

B. **APPOINTMENT ITEMS (5:00 PM)**

1. Update on Bicycle and Pedestrian Improvements.

Morgan Kessler, City Engineer and Police Officer Edgar Fernandez presented and provided updates on the projects being planned for bicycle and pedestrian safety improvements throughout the city. Public comments were received from Bryan Rodriguez.

2. Parks, Recreation and Community Services Commission Annual Report.

Angela Whitecomb, Chair of the Parks, Recreation and Community Services Commission presented and provided highlights on the goals accomplished, and the many activities and events supported in 2024.

C. **OPENING CEREMONIES (6:00 PM)**

Mayor Pro Tem MacDonald led the pledge of allegiance.

D. **CEREMONIAL ITEMS**

1. Presentation of a Proclamation Designating the Month of July 2024 as "Parks and Recreation Month."

Mayor Pro Tem MacDonald read the proclamation and presented it to Pamela Morrison, Cultural & Recreation Services Manager; Olympia Hugo, Recreation & Community Services Supervisor; and other members of their team, accepted the proclamation on behalf of the Cultural & Community Services Department. They followed with a few remarks.

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from J. Grant Kennedy (delays in permit processing), Kevin White (requested PD to reverse citation and asked that no citations be issued during holidays), John Barrick, Ventura County Taxpayer Association (street sweepers prevailing wage), Javier Gomes (youth championship soccer team trip fundraiser), Celina Zacarias (youth championship soccer team trip fundraiser), Jess Ramirez (youth championship soccer team trip fundraiser), Juan and Gabriela Renteria (youth championship soccer team trip fundraiser), and Walter Hagedoltan, Oxnard Shores (local coast plan).

F. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

1. Public Works Department

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

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

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

Michael Wolfe, Public Works Director was available to answer questions. No public comments were received.

It was moved by Councilmember Perello, seconded by Councilmember Valenzuela, to approve the recommended action. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, and Valenzuela voted in favor; motion passed 6-0. Mayor Zaragoza was absent.

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

The members of the Council provided brief announcements regarding their various activities.

H. REVIEW OF INFORMATION/CONSENT AGENDA

Items J-1 through J-8 were reviewed and discussed among the Council and staff.

I. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Angela Whitecomb (J.4) and public written comments were received from Michaela Perez (J.6) and Joe Guzman (J.6).

J. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the June 4, 2024 regular meeting as presented.

2. Finance Department

SUBJECT: Second Amendment to Agreement for TG Consulting Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Second Amendment to the Agreement with TG Consulting Services to increase the amount by \$146,000 for a new amount not to exceed \$290,937.50, and extending the term one year to June 30, 2025, for services as the Subject-Matter Expert for the full integration of Tyler's EPL Licensing Module and for fully training licensing staff.

3. Public Works Department

SUBJECT: Public Project Agreement 32500032 with Innovative Engineering Systems, Inc., dba Agilitech for Oxnard Water System SCADA Improvement Project (Rebid), Specification No. PW 20-97R.

RECOMMENDATION: That the City Council approve and authorize:

1. A total of \$746,367 in Project funds for the Oxnard Water System SCADA Improvement Project (Rebid), Specification No. PW 20-97R;
2. The Mayor to Execute an Agreement with Innovative Engineering Systems, Inc., dba Agilitech in the amount of \$597,094 with a contingency amount of \$89,564 (15%) for a total not to exceed contract amount of \$686,658 for the Project; and
3. A Project allocation amount of \$59,709 (10%) 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 City's Capital Improvement Program budget, which was previously approved by the City Council.)

4. Housing Department

SUBJECT: Oxnard Downtown Management District Ballot.

RECOMMENDATION: That the City Council and Parking Authority:

Authorize the City Manager, or his designee, to sign, on behalf of the City of Oxnard and Parking Authority, as owners of certain properties located in the Oxnard Downtown Management District ("District"), a ballot in support of the District renewal.

That the Oxnard Housing Authority Board of Commissioners:

Authorize the Executive Director, or his designee, to sign, on behalf of the Housing Authority, as owners of certain properties located in the Oxnard Downtown Management District, a ballot in support of the District renewal.

(This item did not originate in Committee.)

5. Cultural & Community Services Department

SUBJECT: Amendment to Agreement (8503-18-LI) with Baker & Taylor, LLC. for the Purpose of Purchasing Library Materials.

RECOMMENDATION: That the City Council approve and authorize the Mayor to:

1) Approve a Second Amendment to Agreement 8503-18-LI with Baker & Taylor, LLC in the amount of \$190,000 for a total agreement value of \$1,140,000; and

2) Extend the term of the Agreement to June 30, 2025, for the purpose of purchasing library materials, cataloging and processing.

6. City Attorney Department

SUBJECT: Readoption of Resolutions Calling the Election for Four Measures for Community Facilities District No. 5 (RiverPark).

RECOMMENDATION: That the City Council, acting as the legislative body of Community Facilities District No. 5 (RiverPark) of the City of Oxnard:

1. Call the election for a ballot measure titled "City-Sponsored Community Facilities District No. 5 (RiverPark) No Tax Increase, Public Safety, Neighborhood Services Measure" by readopting a **Resolution No. 15,810**, which would order consolidation with the November 5, 2024 statewide election, request the County Clerk to conduct the election, and authorize the Board of Supervisors to canvass the returns; and

2. Call the election for certified initiative measures titled:

a. **Resolution No. 15,811** "Repeal of Community Facilities No. 5 (RiverPark) Special Taxes;"

b. **Resolution No. 15,812** "Reduction of the Maximum Special Taxes That Can Be Imposed Within Community Facilities District No. 5 (RiverPark);" and

c. **Resolution No. 15,813** "Limitations on Uses of Special Taxes for Community Facilities District No. 5 (RiverPark)"

by readopting three resolutions which would order consolidation with the November 5,

2024 statewide election, request the County Clerk to conduct the election, and authorize the Board of Supervisors to canvass the returns.

Legislative Body: City Council, acting as the legislative body of Community Facilities District No. 5 (RiverPark).

7. Police Department

SUBJECT: Ventura County Animal Services Agreement FY 2024-25.

RECOMMENDATION: That the City Council approve and authorize the Mayor to sign a Service Level Request in the amount of \$2,647,277 for FY 24-25 for the fifth year of a five-year agreement (A-8151) with the County of Ventura to provide animal safety services.

8. Finance Department

SUBJECT: **Resolution No. 15,814** Amending the Citywide Classification and Salary Resolution.

RECOMMENDATION: That the City Council approve **Resolution No. 15,814** amending the Citywide Classification and Salary Resolution.

(This item did not originate in Committee.)

Consent Items J.1 – J.3 & J.5 – J.8

It was moved by Councilmember Basua, seconded by Councilmember Perello, to approve the Information/Consent items as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, and Valenzuela voted in favor; motion passed 6-0. Mayor Zaragoza was absent.

Consent Item J.4

It was moved by Commissioner Basua, seconded by Commissioner Perello, to approve the Information/Consent item as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, and Valenzuela voted in favor; motion passed 6-0. Commissioners Andrade, Vega, and Zaragoza were absent.

K. PUBLIC HEARINGS

1. Housing Department

SUBJECT: Public Hearing on the Renewal and Expansion of the Oxnard Downtown Management District.

RECOMMENDATION: That City Council:

1. Conduct a public hearing concerning the renewal and expansion of the Oxnard Downtown Management District ("District") and tabulate the ballots for and against its renewal.

2. If a weighted majority of the ballots are in support of the renewal of the District, adopt **Resolution No. 15,815** renewing the District and levying assessments in the District for fiscal year 2024-2025 to fiscal year 2028-2029.

(This item did not originate in Committee.)

The City Clerk announced the affidavit of publication and stated that no written communications were received.

Emilio Ramirez, Housing Director was available to answer questions.

Mayor Pro Tem MacDonald opened the public testimony portion of the public hearing. No public comments were received.

Without objection, the Council approved closing the public testimony portion of the public hearing.

The ballot tabulation was conducted by Edward V. Henning, Assessment Engineer.

Within the proposed Oxnard Downtown Management District to be renewed, the assessment ballots received and weighted according to the law is as follows:

Assessment ballots in favor of the assessment are: 87.65%

Assessment ballots opposed to the assessment are: 12.35%

It was moved by Councilmember Perello, seconded by Councilmember Madrigal, to approve the recommended action as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, and Valenzuela, voted in favor; motion passed 6-0. Mayor Zaragoza was absent.

L. REPORTS

1. Police Department

SUBJECT: Police Department 2023 Annual Military Equipment Use Report.

RECOMMENDATION: That the City Council:

1. Receive the Police Department's annual report concerning its inventory and use of military equipment, in accordance with Government Code sections 7070-7075.
2. Approve the renewal of City of Oxnard Ordinance 3014, which is codified in Oxnard City Code Section 2-112 as the City's "Military Equipment Policy" as required by Government Code section 7071 (e)(1).
3. Approve the continuing authorization for the funding, acquisition, and use of military equipment by the Oxnard Police Department's military equipment inventory as required by Government Code section 7071 (e)(2).
4. Approve the acquisition and use of the following military equipment items:
 - a. One (1) Transcend tactical Robotic device
 - b. Nineteen (19) 40mm projectile launchers

- c. Twenty-two (22) .223 caliber rifles
- d. Five hundred and sixty (560) 40mm projectile rounds and eight (8) sponge round training kits.

(This item did not originate in Committee.)

Police Chief Jason Benites, Commander Daniel Whitmer, and Assistant Chief Christopher Williams presented and answered questions. Public comments were received from Bryan Rodriguez, Diedre Frank, and Debbie Mitchell.

It was moved by Councilmember Perello, seconded by Councilmember Madrigal, to approve the recommended action. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, and Valenzuela voted in favor; motion passed 6-0. Mayor Zaragoza was absent.

2. City Attorney Department

SUBJECT: Introduction of Ordinance Prohibiting City Subsidy of Services Previously Funded by a Special District Under Specific Circumstances.

RECOMMENDATION: That the City Council introduce and waive further reading of **Ordinance No. 3047** titled:

AN ORDINANCE NO. 3047 OF THE CITY COUNCIL OF THE CITY OF OXNARD ADDING ARTICLE VIII TO CHAPTER 2 OF THE OXNARD CITY CODE TO PROHIBIT THE CITY FROM SUBSIDIZING SERVICES PREVIOUSLY FUNDED BY A COMMUNITY FACILITIES DISTRICT, LANDSCAPE MAINTENANCE DISTRICT OR WATERWAYS ASSESSMENT DISTRICT IF RESIDENTS OF THOSE SPECIAL DISTRICTS VOTE TO TERMINATE OR REDUCE SUCH FUNDING

Ken Rozell, Chief Assistant City Attorney was available to answer questions. Public comments were received from Paul Schaland, Manuel Herrera, and Debbie Mitchell. Written public comments were received from Dave Copper, Chair of the Channel Islands Neighborhood Council.

It was moved by Councilmember Teran, seconded by Councilmember Valenzuela, to approve the recommended action. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, and Valenzuela voted in favor; motion passed 6-0. Mayor Zaragoza was absent.

3. City Attorney Department

SUBJECT: Introduction of **Ordinance No. 3048** Establishing a Tobacco Retailer Cap.

RECOMMENDATION: That the City Council introduce and waive further reading of an ordinance titled:

AN ORDINANCE NO. 3048 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.

Andrew Gonzalez, Deputy City Attorney and Jason Zaragoza, Deputy City Attorney presented and were available to answer questions. Public comments were received from Pat Brown, Meaghan Salas, and Diedre Frank. Written public comments were received from Aracely Flores, Yaderi Salazar O., and Cherie Egbert, Chair of the Ventura County Action on Smoking and Health.

It was moved by Councilmember Teran, seconded by Councilmember Valenzuela, to approve the recommended action. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, and Valenzuela voted in favor; motion passed 6-0. Mayor Zaragoza was absent.

4. Finance Department

SUBJECT: City of Oxnard Annual Investment Policy for the Fiscal Year 2024-25, and Annual Delegation of Investment Authority.

RECOMMENDATION: That the City Council:

1. Adopt **Resolution No. 15,816** adopting FY 2024-25 investment policy for the City of Oxnard.
2. Adopt **Resolution No. 15,817** delegating investment authority to the City Chief Financial Officer.

(This item did not originate in Committee.)

Javier Chagoyen-Lazaro, Chief Financial Officer was available to answer questions. No public comments were received.

It was moved by Councilmember Valenzuela, seconded by Councilmember Teran, to approve the recommended action. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, and Valenzuela voted in favor; motion passed 6-0. Mayor Zaragoza was absent.

M. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Pro Tem MacDonald adjourned the meeting at 9:02 p.m.

ROSE CHAPARRO

City Clerk

BRYAN MACDONALD

Mayor Pro Tem



CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. K.2

DATE: September 3, 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 June 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 June 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. It is possible that additional financial entries will be made as part of the year-end closing process after the publication of these reports, as such, these reports may not represent the final monthly or fiscal year-end position. 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 June 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 June 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 have also prepared the following summary of receipts, disbursements and balances.

SUMMARY REPORT OF RESULTS FOR THE MONTH OF JUNE 2024:

FUND	RECEIPTS	DISBURSEMENTS	FUND BALANCE
General Fund	\$20,796,482.04	\$21,411,377.94	\$74,168,595.43
Water Operating Fund	\$6,451,333.83	\$20,000,888.92	\$92,219,774.53
Wastewater Operating Fund	\$3,768,316.15	\$7,551,823.80	\$201,211,196.21
Environmental Resources Operating Fund	\$5,112,815.91	\$8,986,263.03	\$13,836,012.01
All Other Reportable Funds	\$65,614,138.78	\$58,213,081.85	\$232,578,838.84

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

YEAR-TO-DATE BUDGET REPORT
EXPENSES - JUNE 2024

FOR 2024 12

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
101 GENERAL FUND							
50000 SALARIES - REGULAR	85,960,150	84,932,205	74,615,634.42	7,794,227.85	.00	10,316,570.94	87.9%
50100 SALARIES - TEMPORARY	1,833,700	1,593,690	1,315,875.46	153,368.49	.00	277,814.54	82.6%
50200 OVERTIME WAGES	4,047,722	4,037,722	6,449,247.52	695,620.99	.00	-2,411,525.52	159.7%
50210 OVERTIME-FLSA PUBLIC SAFETY	175,000	175,000	365,634.98	23,789.65	.00	-190,634.98	208.9%
50220 STATION COVERAGE OT	4,427,139	4,427,139	4,948,218.63	490,948.56	.00	-521,079.63	111.8%
50230 CALLBACK	1,060,000	1,060,000	903,028.96	93,771.97	.00	156,971.04	85.2%
50400 VAC SICK COMP BUYBACK	0	0	.00	.95	.00	.00	.0%
50410 WORKERS COMP SALARY CONTINUE	0	0	1,752,649.59	117,066.18	.00	-1,752,649.59	100.0%
50900 VACANCY SAVINGS	-10,985,104	-10,985,104	.00	.00	.00	-10,985,104.00	.0%
51000 CALPERS PENSION NORMAL COST	10,363,509	10,330,096	9,277,862.91	919,060.32	.00	1,052,233.09	89.8%
51010 CALPERS PENSION UAL	5,199,085	5,175,142	5,175,142.00	431,262.09	.00	.00	100.0%
51020 CALPERS UAL - PUBLIC SAFETY	2,913,634	2,913,634	2,913,634.00	242,802.87	.00	.00	100.0%
51030 RETIREMENT ENHANCEMENT PLAN	1,747,700	1,740,927	1,689,365.62	163,653.66	.00	51,561.38	97.0%
51040 EARLY RETIREMENT INCENTIVE	38,450	38,450	38,449.87	.00	.00	.13	100.0%
51160 CITY PAID EMPLOYEE BENEFITS	22,815,567	22,243,844	19,757,370.01	1,948,894.51	.00	2,486,473.99	88.8%
51168 SURVIVOR BENEFITS	0	0	71,484.26	225.00	.00	-71,484.26	100.0%
51200 OPOA RETIREE MEDICAL PLAN	1,931,087	1,931,087	1,949,656.90	522,187.03	.00	-18,569.90	101.0%
51210 RETIREE HEALTH INS PLAN	538,790	538,790	500,975.01	35,059.44	.00	37,814.99	93.0%
51300 WORKERS COMPENSATION	7,092,855	7,123,787	7,123,787.00	576,434.24	.00	.00	100.0%
51400 AUTO ALLOWANCE	37,845	37,845	44,073.93	4,023.53	.00	-6,228.93	116.5%
51410 UNIFORM ALLOWANCE	53,949	53,949	56,996.53	947.63	.00	-3,047.53	105.6%
52000 POSTAGE	63,051	64,072	66,397.97	13,062.82	780.90	-3,106.72	104.8%
52100 CHEMICALS	140,873	142,373	129,141.69	49,737.87	.00	13,231.31	90.7%
52110 REPAIR PARTS	0	0	8,584.30	571.74	.00	-8,584.30	100.0%
52200 SUBSCRIPTIONS & PUBLS	61,427	73,427	36,702.86	9,295.37	.00	36,724.14	50.0%
52300 UNIFORMS	230,805	250,805	371,958.70	39,734.59	10,092.26	-131,245.96	152.3%
52310 TRAINING-WORKSHOP-MTGS	629,685	835,905	690,766.26	121,259.37	.00	145,138.37	82.6%
52320 MILEAGE REIMBURSEMENTS	812	812	2,496.54	237.87	.00	-1,684.54	307.5%
52330 EDUCATION REIMBURSEMENT	20,414	20,414	50,969.31	14,902.70	.00	-30,555.31	249.7%
52340 MEMBERSHIPS	251,145	251,145	267,000.87	6,018.99	.00	-15,855.87	106.3%
52350 OTHER EXPENSE REIMB	66,776	66,776	137,066.23	92,893.72	.00	-70,290.23	205.3%
52400 MINOR EQUIPMENT	2,221,516	2,187,386	1,892,865.29	605,454.75	30,604.85	263,916.24	87.9%
52500 COMMUNITY ACTIVITIES EXP	153,500	178,500	185,160.00	.00	.00	-6,660.00	103.7%
52600 SUPPLIES CUSTODIAL	74,900	74,900	64,341.96	14,411.10	.00	10,558.04	85.9%
52610 SUPPLIES SAFETY	326,225	468,225	428,751.34	101,534.13	29,107.14	10,366.52	97.8%
52620 SUPPLIES OTHER	282,858	282,858	253,354.29	40,405.68	6,540.05	22,963.66	91.9%
52900 MISC SUPPLIES	329,137	454,177	342,086.88	85,522.21	220.08	111,870.23	75.4%
53000 SOFTWARE EXPENSE	24,038	24,038	59,311.43	.00	.00	-35,273.43	246.7%
53001 SOFTWARE SUBSCRIPTION	0	0	16,407.20	3,600.00	.00	-16,407.20	100.0%
53010 SERVICES PRINTING BINDING	99,080	99,080	64,232.95	8,663.82	7,329.74	27,517.31	72.2%

YEAR-TO-DATE BUDGET REPORT
EXPENSES - JUNE 2024

FOR 2024 12

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
53020 INTERNAL PHOTOCOPING COSTS	97,684	98,623	94,839.47	25,164.86	.00	3,783.22	96.2%
53110 SERVICES MEDICAL	31,957	31,957	42,604.50	6,840.00	.00	-10,647.50	133.3%
53200 PROF SERVICES - OTHER	17,296,496	21,316,563	13,555,011.09	2,848,247.53	662,275.40	7,099,276.68	66.7%
53210 SERVICES AUDIT	205,600	237,600	264,765.00	4,070.00	18,835.00	-46,000.00	119.4%
53220 SERVICES LEGAL SERVICES	824,142	1,001,024	608,538.18	237,041.42	121,658.72	270,827.10	72.9%
53230 ANIMAL SHELTER	2,547,687	2,547,687	2,496,442.37	617,747.53	.00	51,244.63	98.0%
53250 ADVERTISING	44,672	46,172	13,670.24	.00	.00	32,501.76	29.6%
53260 LEGAL ADVOCACY	73,766	73,766	59,943.74	6,868.00	.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	511,850.42	-120,876.23	.00	-189,571.42	158.8%
53400 PROFESSIONAL SERVICES - HR	75,000	75,000	44,683.01	29,336.31	4,007.94	26,309.05	64.9%
53410 BACKGROUND CHECKING	159,239	249,239	252,399.30	.00	3,310.95	-6,471.25	102.6%
53500 BANK CHARGES	234,064	234,064	90,344.73	15,136.23	2,270.46	141,448.81	39.6%
53710 PRIOR YEAR REFUNDS	0	0	280.00	.00	.00	-280.00	100.0%
54010 UTILITY EXPENSE-ELECTRIC	2,292,922	2,423,048	2,500,275.90	343,741.93	.00	-77,227.90	103.2%
54020 UTILITY EXPENSE - GAS	29,229	49,649	47,740.19	3,173.46	.00	1,908.81	96.2%
54030 UTILITY EXPENSE- WASTEWATER	56,148	61,576	83,250.51	6,120.44	.00	-21,674.51	135.2%
54040 UTILITY EXPENSE WATER	1,455,075	1,431,437	1,160,181.33	118,794.90	.00	271,255.47	81.1%
54050 UTIL EXP REFUSE AND DISPOSE	236,365	306,656	337,973.56	25,358.42	.00	-31,317.56	110.2%
54070 INTERNET CHARGES	3,606	3,606	942.00	.00	.00	2,664.00	26.1%
54080 TELEPHONE CHGS	454,307	600,927	510,889.57	98,332.21	10,300.00	79,737.43	86.7%
54090 UNLEADED FUEL	2,283	2,283	.00	.00	.00	2,283.00	.0%
55010 BUILDING MAINT & REPAIR	420,962	450,962	180,297.69	20,321.15	6,015.92	264,648.39	41.3%
55020 EQUIPMENT MAINTENANCE	190,344	190,344	71,973.29	10,851.14	.52	118,370.19	37.8%
55030 VEHICLE MAINTENANCE	62,709	62,709	104,752.30	18,410.95	1,565.00	-43,608.30	169.5%
56030 CAPEX - VEHICLES	0	15,000	.00	.00	.00	15,000.00	.0%
56040 CAPEX - MACHINERY/EQUIP	463,000	589,086	546,681.91	42,888.05	.00	42,404.09	92.8%
57000 RENTALS & LEASES	1,297,443	1,680,741	1,469,482.95	326,567.21	77,976.46	133,281.73	92.1%
57110 TAXES AND FILING FEES	200	200	94.32	.00	.00	105.68	47.2%
57300 LEASE PMT CAP GROWTH FEES	1,004,616	1,004,616	1,004,615.00	.00	.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	.00	.00	-6,920.38	104.7%
57500 PRINCIPAL PAYMENTS	1,768,016	1,768,016	1,768,015.94	1,768,015.94	.00	.06	100.0%
57510 INTEREST & PENALTIES EXPENSE	107,673	107,673	123,578.18	108,272.17	.00	-15,905.18	114.8%
57800 FOR CONTINGENCIES	2,545,875	1,450,080	84,065.68	84,065.68	.00	1,366,014.32	5.8%
59000 TRANSFERS OUT (LABOR)	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%
59025 TRANSFERS OUT - INTERFUND	0	3,300,000	3,300,000.00	3,300,000.00	.00	.00	100.0%
59200 IT & DATA PROCESSING CHGS	7,491,977	7,563,970	7,563,970.00	628,730.87	.00	.00	100.0%
59300 LIABILITY INSURANCE CHGS	5,625,945	5,618,829	5,626,970.60	468,914.03	.00	-8,141.60	100.1%
59400 TELEPHONE CHGS HIPC	697,968	697,968	697,968.00	58,164.22	.00	.00	100.0%
59500 FLEET EQUIP MAINT ISF CHG	4,320,786	4,261,423	4,041,105.53	460,236.91	.00	220,317.47	94.8%
59700 FACILITY CHG MAINTENANCE	5,502,490	6,017,277	6,017,277.27	972,675.52	.00	.00	100.0%
59800 TRANSFERS OUT - CIP	16,939,655	26,646,903	5,656,383.80	2,497,860.19	.00	20,990,519.46	21.2%

YEAR-TO-DATE BUDGET REPORT
EXPENSES - JUNE 2024

FOR 2024 12

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
59810 TRANSFERS OUT - CITY MATCH	0	101,228	32,064.72	6,088.46	.00	69,163.23	31.7%
59900 TRANSFERS OUT - DEBT	0	4,020,927	4,020,872.03	.00	.00	54.97	100.0%
59910 TRANSFERS OUT - STORM WATER	0	1,116,778	1,116,778.00	279,194.50	.00	.00	100.0%
59920 TRANSFERS OUT - SP. DIST.	0	369,386	369,386.08	92,345.58	.00	-.08	100.0%
59930 TRANSFERS OUT - TRAFFIC SAFET	0	330,000	221,837.11	56,837.11	.00	108,162.89	67.2%
60300 INTERFUND ADVANCE OFFSET	0	0	-9,474,810.44	-9,474,810.44	.00	9,474,810.44	100.0%
TOTAL GENERAL FUND	224,989,013	249,474,875	209,191,792.62	21,411,377.94	992,891.39	39,290,191.48	84.3%

104 HALF CENT SALES TAX - MEAS O

50000 SALARIES - REGULAR	925,116	925,116	752,231.99	-102,303.66	.00	172,884.01	81.3%
50100 SALARIES - TEMPORARY	281,539	281,539	202,096.80	41,292.66	.00	79,442.20	71.8%
50200 OVERTIME WAGES	4,666	4,666	11,305.00	-33,664.63	.00	-6,639.00	242.3%
51000 CALPERS PENSION NORMAL COST	88,771	88,771	82,560.24	-19,464.93	.00	6,210.76	93.0%
51010 CALPERS PENSION UAL	141,483	141,483	141,483.00	11,790.25	.00	.00	100.0%
51030 RETIREMENT ENHANCEMENT PLAN	22,519	22,519	22,819.58	2,305.21	.00	-300.58	101.3%
51160 CITY PAID EMPLOYEE BENEFITS	321,740	321,740	279,970.67	-18,373.36	.00	41,769.33	87.0%
51300 WORKERS COMPENSATION	57,073	57,073	57,073.00	4,756.23	.00	.00	100.0%
52000 POSTAGE	3,000	31,000	23,154.56	.00	.00	7,845.44	74.7%
52300 UNIFORMS	6,583	6,583	4,043.37	2,693.08	1,153.92	1,385.71	79.0%
52400 MINOR EQUIPMENT	452,512	452,512	318,770.21	54,069.60	21,607.57	112,134.22	75.2%
52600 SUPPLIES CUSTODIAL	26,157	26,157	10,275.60	2,863.19	.00	15,881.40	39.3%
52610 SUPPLIES SAFETY	4,500	4,500	4,315.95	1,153.72	.00	184.05	95.9%
52620 SUPPLIES OTHER	20,625	20,625	6,012.20	4,539.35	.00	14,612.80	29.2%
52900 MISC SUPPLIES	4,900	4,900	2,584.62	69.94	.00	2,315.38	52.7%
53002 IT MAINT/SUPPORT - ANNUAL	0	0	346,829.61	.00	3,543.12	-350,372.73	100.0%
53200 PROF SERVICES - OTHER	2,341,260	2,780,500	1,936,694.33	229,650.61	90,596.63	753,209.37	72.9%
53210 SERVICES AUDIT	5,400	5,400	5,200.00	.00	.00	200.00	96.3%
53600 HOUSING ASSIST LOAN GRANT	0	1,106,785	.00	.00	.00	1,106,784.70	.0%
54010 UTILITY EXPENSE-ELECTRIC	13,365	13,365	47,347.82	152.28	.00	-33,982.82	354.3%
54030 UTILITY EXPENSE- WASTEWATER	2,034	2,034	2,373.41	201.35	.00	-339.41	116.7%
54040 UTILITY EXPENSE WATER	82,029	82,029	111,064.17	4,811.15	.00	-29,035.17	135.4%
54050 UTIL EXP REFUSE AND DISPOSE	15,067	15,067	14,540.40	2,423.40	.00	526.60	96.5%
54080 TELEPHONE CHGS	2,500	2,500	6,299.49	408.76	.00	-3,799.49	252.0%
55010 BUILDING MAINT & REPAIR	0	5,668	1,646.34	.00	.00	4,021.66	29.0%
55020 EQUIPMENT MAINTENANCE	0	0	573.92	-71.74	.00	-573.92	100.0%
56040 CAPEX - MACHINERY/EQUIP	2,000	2,000	11,031.40	.00	.00	-9,031.40	551.6%
57000 RENTALS & LEASES	699	699	.00	.00	.00	699.00	.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	.00	.00	.24	100.0%

YEAR-TO-DATE BUDGET REPORT
EXPENSES - JUNE 2024

FOR 2024 12

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
59020 TRANSFERS OUT - INTRAFUND	0	168,248	.00	.00	.00	168,247.67	.0%
59200 IT & DATA PROCESSING CHGS	116,988	116,988	116,988.00	9,749.11	.00	.00	100.0%
59300 LIABILITY INSURANCE CHGS	94,877	94,877	94,877.00	7,906.49	.00	.00	100.0%
59400 TELEPHONE CHGS HIPC	12,649	12,649	12,649.00	1,054.12	.00	.00	100.0%
59500 FLEET EQUIP MAINT ISF CHG	53,751	53,751	42,084.27	4,163.31	.00	11,666.73	78.3%
59600 INDIRECT PRORATED CST CHG	171,250	171,250	171,250.00	14,270.87	.00	.00	100.0%
59800 TRANSFERS OUT - CIP	17,710,717	18,825,494	5,765,814.91	2,034,819.23	.00	13,059,678.98	30.6%
59810 TRANSFERS OUT - CITY MATCH	0	82,563	13,210.91	13,210.91	.00	69,352.20	16.0%
59900 TRANSFERS OUT - DEBT	0	1,905,395	1,905,392.50	.00	.00	2.50	100.0%
59940 TRANSFERS OUT - MEASURE O	0	1,514,671	1,514,671.00	303,513.25	.00	.00	100.0%
60300 INTERFUND ADVANCE OFFSET	0	0	1,768,015.94	1,768,015.94	.00	-1,768,015.94	100.0%
TOTAL HALF CENT SALES TAX - MEAS	24,341,102	30,706,449	17,158,744.97	4,346,005.69	116,901.24	13,430,802.49	56.3%
105 STREET MAINTENANCE (IUF) FUND							
59800 TRANSFERS OUT - CIP	0	1,108,904	1,093,081.62	151,412.06	.00	15,822.87	98.6%
TOTAL STREET MAINTENANCE (IUF) FU	0	1,108,904	1,093,081.62	151,412.06	.00	15,822.87	98.6%
114 STORM WATER MANAGEMENT FUND							
50000 SALARIES - REGULAR	386,087	386,087	234,245.85	24,866.80	.00	151,841.15	60.7%
50200 OVERTIME WAGES	52,500	52,500	110,897.22	3,029.58	.00	-58,397.22	211.2%
51000 CALPERS PENSION NORMAL COST	41,171	41,171	27,962.03	2,629.67	.00	13,208.97	67.9%
51010 CALPERS PENSION UAL	55,504	55,504	55,504.00	4,625.37	.00	.00	100.0%
51030 RETIREMENT ENHANCEMENT PLAN	13,848	13,848	7,764.37	505.63	.00	6,083.63	56.1%
51160 CITY PAID EMPLOYEE BENEFITS	114,844	114,844	82,780.58	6,592.08	.00	32,063.42	72.1%
51300 WORKERS COMPENSATION	27,058	27,058	27,058.00	2,254.76	.00	.00	100.0%
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	.00	40,000.00	.0%
53200 PROF SERVICES - OTHER	740,000	595,000	343,334.25	14,276.96	101,344.80	150,320.95	74.7%
54010 UTILITY EXPENSE-ELECTRIC	1,353	1,353	2,647.64	420.77	.00	-1,294.64	195.7%
54050 UTIL EXP REFUSE AND DISPOSE	275,000	275,000	263,422.54	46,658.97	.00	11,577.46	95.8%
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%
56040 CAPEX - MACHINERY/EQUIP	0	70,000	68,966.79	.00	.00	1,033.21	98.5%
57000 RENTALS & LEASES	50,000	125,000	64,609.85	9,316.72	.00	60,390.15	51.7%
57110 TAXES AND FILING FEES	60,000	60,000	53,352.00	.00	.00	6,648.00	88.9%

YEAR-TO-DATE BUDGET REPORT
EXPENSES - JUNE 2024

FOR 2024 12

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
59200 IT & DATA PROCESSING CHGS	45,895	45,895	45,895.00	3,824.62	.00	.00	100.0%
59300 LIABILITY INSURANCE CHGS	72,929	72,929	72,929.00	6,077.38	.00	.00	100.0%
59500 FLEET EQUIP MAINT ISF CHG	0	0	758.90	19.75	.00	-758.90	100.0%
59600 INDIRECT PRORATED CST CHG	71,606	71,606	71,606.00	5,967.24	.00	.00	100.0%
TOTAL STORM WATER MANAGEMENT FUND	2,077,074	2,077,074	1,544,044.77	131,066.30	101,344.80	431,684.43	79.2%
119 PUBLIC SAFETY RETIREMENT FUND							
51000 CALPERS PENSION NORMAL COST	7,527,801	7,527,801	7,047,217.27	680,651.11	.00	480,583.73	93.6%
51020 CALPERS UAL - PUBLIC SAFETY	9,779,020	9,779,020	9,779,020.00	814,918.37	.00	.00	100.0%
53310 COUNTY PROP TAX ADMIN CHG	140,371	140,371	163,407.66	145,030.42	.00	-23,036.66	116.4%
TOTAL PUBLIC SAFETY RETIREMENT FU	17,447,192	17,447,192	16,989,644.93	1,640,599.90	.00	457,547.07	97.4%
120 MAINT ASSMNT DIST							
50000 SALARIES - REGULAR	1,110,535	1,110,535	992,338.13	99,682.42	.00	118,196.87	89.4%
50100 SALARIES - TEMPORARY	0	0	10,780.10	3,108.60	.00	-10,780.10	100.0%
50200 OVERTIME WAGES	228,000	223,000	202,577.41	17,368.08	.00	20,422.59	90.8%
51000 CALPERS PENSION NORMAL COST	96,242	96,242	102,354.37	10,209.21	.00	-6,112.37	106.4%
51010 CALPERS PENSION UAL	115,688	115,688	115,688.00	9,640.63	.00	.00	100.0%
51160 CITY PAID EMPLOYEE BENEFITS	385,954	385,954	291,703.76	30,566.08	.00	94,250.24	75.6%
51300 WORKERS COMPENSATION	63,589	63,589	63,589.00	5,299.12	.00	.00	100.0%
52000 POSTAGE	5,000	5,000	1,280.79	-1,243.71	.00	3,719.21	25.6%
52200 SUBSCRIPTIONS & PUBLS	7,000	7,000	5,251.32	3,560.09	.00	1,748.68	75.0%
52300 UNIFORMS	2,500	2,500	3,184.88	1,410.17	2,372.55	-3,057.43	222.3%
52310 TRAINING-WORKSHOP-MTGS	12,000	12,000	6,841.15	2,254.53	.00	5,158.85	57.0%
52400 MINOR EQUIPMENT	29,000	19,000	112,479.72	770.47	.00	-93,479.72	592.0%
52600 SUPPLIES CUSTODIAL	39,000	39,000	29,363.77	.00	.00	9,636.23	75.3%
52610 SUPPLIES SAFETY	5,000	5,000	.00	.00	.00	5,000.00	.0%
52900 MISC SUPPLIES	123,000	123,000	22,111.83	1,516.85	.00	100,888.17	18.0%
53020 INTERNAL PHOTOCOPING COSTS	5,000	5,000	.00	.00	.00	5,000.00	.0%
53200 PROF SERVICES - OTHER	6,958,185	7,059,624	4,399,270.87	974,489.03	362,799.73	2,297,553.74	67.5%
53310 COUNTY PROP TAX ADMIN CHG	16,839	18,839	19,004.51	416.17	.00	-165.76	100.9%
54010 UTILITY EXPENSE-ELECTRIC	224,453	224,453	206,146.22	19,559.79	.00	18,306.78	91.8%
54030 UTILITY EXPENSE- WASTEWATER	2,979	2,979	6,707.95	495.01	.00	-3,728.95	225.2%
54040 UTILITY EXPENSE WATER	1,038,528	1,038,528	757,398.84	72,739.72	.00	281,129.16	72.9%
54050 UTIL EXP REFUSE AND DISPOSE	25,000	25,000	18,235.42	2,135.14	.00	6,764.58	72.9%
54080 TELEPHONE CHGS	12,852	12,852	18,411.36	1,289.19	.00	-5,559.36	143.3%

YEAR-TO-DATE BUDGET REPORT
EXPENSES - JUNE 2024

FOR 2024 12

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
56040 CAPEX - MACHINERY/EQUIP	0	15,000	11,999.99	.00	.00	3,000.01	80.0%
57000 RENTALS & LEASES	30,000	30,000	10,228.89	1,129.77	19,771.11	.00	100.0%
57800 FOR CONTINGENCIES	0	63,049	.00	.00	.00	63,049.00	.0%
59000 TRANSFERS OUT (LABOR)	1,699,894	0	84,538.00	-477,741.72	.00	-84,538.00	100.0%
59020 TRANSFERS OUT - INTRAFUND	0	1,780,509	477,741.72	477,741.72	.00	1,302,766.84	26.8%
59025 TRANSFERS OUT - INTERFUND	0	399,076	341,894.52	341,894.52	.00	57,181.48	85.7%
59200 IT & DATA PROCESSING CHGS	95,660	95,660	95,660.00	7,971.63	.00	.00	100.0%
59300 LIABILITY INSURANCE CHGS	171,393	171,393	171,393.00	14,282.75	.00	.00	100.0%
59400 TELEPHONE CHGS HIPC	2,237	2,237	2,237.00	186.49	.00	.00	100.0%
59500 FLEET EQUIP MAINT ISF CHG	59,182	59,182	53,949.08	6,909.18	.00	5,232.92	91.2%
59600 INDIRECT PRORATED CST CHG	558,522	558,522	558,522.00	46,543.61	.00	.00	100.0%
59700 FACILITY CHG MAINTENANCE	21,163	23,143	23,142.91	3,743.53	.00	.00	100.0%
59800 TRANSFERS OUT - CIP	90,270	1,358,666	114,135.36	68,475.21	.00	1,244,530.87	8.4%
59920 TRANSFERS OUT - SP. DIST.	0	15,270	10,270.00	10,270.00	.00	5,000.00	67.3%
TOTAL MAINT ASSMNT DIST	13,234,665	15,166,490	9,340,431.87	1,756,673.28	384,943.39	5,441,114.53	64.1%

181 STATE GAS TAX FUND

50000 SALARIES - REGULAR	1,495,149	1,403,149	1,165,536.87	126,606.99	.00	237,612.13	83.1%
50100 SALARIES - TEMPORARY	13,000	13,000	18,028.33	1,951.52	.00	-5,028.33	138.7%
50200 OVERTIME WAGES	50,000	50,000	105,089.28	13,870.47	.00	-55,089.28	210.2%
50410 WORKERS COMP SALARY CONTINUE	0	0	17,032.21	.00	.00	-17,032.21	100.0%
51000 CALPERS PENSION NORMAL COST	165,132	165,132	116,220.76	12,499.41	.00	48,911.24	70.4%
51010 CALPERS PENSION UAL	239,975	239,975	239,975.00	19,997.99	.00	.00	100.0%
51030 RETIREMENT ENHANCEMENT PLAN	94,304	94,304	69,385.59	6,183.83	.00	24,918.41	73.6%
51160 CITY PAID EMPLOYEE BENEFITS	510,819	510,819	370,394.54	36,670.96	.00	140,424.46	72.5%
51210 RETIREE HEALTH INS PLAN	20,744	20,744	19,288.32	1,349.85	.00	1,455.68	93.0%
51300 WORKERS COMPENSATION	110,805	110,805	110,805.00	9,233.75	.00	.00	100.0%
51400 AUTO ALLOWANCE	420	420	422.25	41.20	.00	-2.25	100.5%
52000 POSTAGE	0	0	8.82	.00	.00	-8.82	100.0%
52310 TRAINING-WORKSHOP-MTGS	5,000	5,000	2,982.15	.00	.00	2,017.85	59.6%
52340 MEMBERSHIPS	600	600	.00	.00	.00	600.00	.0%
52400 MINOR EQUIPMENT	158,360	130,275	94,993.84	11,188.70	3,878.97	31,401.73	75.9%
52900 MISC SUPPLIES	1,473	1,473	.00	.00	.00	1,473.00	.0%
53020 INTERNAL PHOTOCOPING COSTS	1,200	1,200	650.29	157.36	.00	549.71	54.2%
53200 PROF SERVICES - OTHER	503,000	503,000	393,304.87	92,338.32	55.00	109,640.13	78.2%
54010 UTILITY EXPENSE-ELECTRIC	153,382	245,382	277,632.56	48,374.98	.00	-32,250.56	113.1%
54080 TELEPHONE CHGS	10,000	10,000	13,316.89	1,140.15	.00	-3,316.89	133.2%
57000 RENTALS & LEASES	50,000	78,085	43,567.26	16,821.28	.00	34,518.20	55.8%
57110 TAXES AND FILING FEES	0	0	1,013.00	.00	.00	-1,013.00	100.0%
57500 PRINCIPAL PAYMENTS	770,000	770,000	770,000.00	.00	.00	.00	100.0%

YEAR-TO-DATE BUDGET REPORT
EXPENSES - JUNE 2024

FOR 2024 12

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
57510 INTEREST & PENALTIES EXPENSE	548,525	548,525	548,525.00	.00	.00	.00	100.0%
59200 IT & DATA PROCESSING CHGS	198,429	198,429	198,429.00	16,535.75	.00	.00	100.0%
59300 LIABILITY INSURANCE CHGS	297,783	297,783	298,557.68	24,879.75	.00	-774.68	100.3%
59400 TELEPHONE CHGS HIPC	8,871	8,871	8,871.00	739.25	.00	.00	100.0%
59500 FLEET EQUIP MAINT ISF CHG	427,773	427,773	292,522.71	30,166.52	.00	135,250.29	68.4%
59600 INDIRECT PRORATED CST CHG	471,318	471,318	471,318.00	39,276.50	.00	.00	100.0%
59700 FACILITY CHG MAINTENANCE	265,435	290,268	290,267.86	46,952.48	.00	.00	100.0%
59800 TRANSFERS OUT - CIP	0	117,076	10,800.00	.00	.00	106,276.30	9.2%
TOTAL STATE GAS TAX FUND	6,571,497	6,713,406	5,948,939.08	556,977.01	3,933.97	760,533.11	88.7%
182 TRAFFIC SAFETY FUND							
50000 SALARIES - REGULAR	243,779	243,779	142,525.06	17,528.92	.00	101,253.94	58.5%
50100 SALARIES - TEMPORARY	211	211	.00	.00	.00	211.00	.0%
51000 CALPERS PENSION NORMAL COST	25,377	25,377	14,664.39	1,822.02	.00	10,712.61	57.8%
51010 CALPERS PENSION UAL	65,299	65,299	65,299.00	5,441.62	.00	.00	100.0%
51030 RETIREMENT ENHANCEMENT PLAN	18,043	18,043	13,170.39	1,238.25	.00	4,872.61	73.0%
51160 CITY PAID EMPLOYEE BENEFITS	107,578	107,578	60,963.25	5,969.00	.00	46,614.75	56.7%
51300 WORKERS COMPENSATION	26,117	26,117	26,117.00	2,176.38	.00	.00	100.0%
53200 PROF SERVICES - OTHER	0	1,877	.00	.00	.00	1,877.13	.0%
59200 IT & DATA PROCESSING CHGS	53,994	53,994	53,994.00	4,499.50	.00	.00	100.0%
59300 LIABILITY INSURANCE CHGS	14,394	14,394	14,394.00	1,199.50	.00	.00	100.0%
59600 INDIRECT PRORATED CST CHG	75,643	75,643	75,643.00	6,303.62	.00	.00	100.0%
59800 TRANSFERS OUT - CIP	0	85,380	.00	.00	.00	85,380.11	.0%
TOTAL TRAFFIC SAFETY FUND	630,435	717,692	466,770.09	46,178.81	.00	250,922.15	65.0%
185 ROAD MAINT & REHAB ACT FUND							
50000 SALARIES - REGULAR	0	0	.00	-1,522.42	.00	.00	.0%
53200 PROF SERVICES - OTHER	150,000	300,000	5,059.25	1,445.50	.00	294,940.75	1.7%
59000 TRANSFERS OUT (LABOR)	856,036	2,919,381	588,302.28	104,378.50	.00	2,331,078.41	20.2%
59800 TRANSFERS OUT - CIP	4,000,000	5,927,275	4,060,566.88	3,276,746.46	.00	1,866,708.52	68.5%
TOTAL ROAD MAINT & REHAB ACT FUND	5,006,036	9,146,656	4,653,928.41	3,381,048.04	.00	4,492,727.68	50.9%
191 ASSET SEIZURE FUND - FED							

YEAR-TO-DATE BUDGET REPORT
EXPENSES - JUNE 2024

FOR 2024 12

191	ASSET SEIZURE FUND - FED	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
52310	TRAINING-WORKSHOP-MTGS	0	74,774	34,444.49	5,665.01	.00	40,329.50	46.1%
52400	MINOR EQUIPMENT	0	26,995	313.88	.00	.00	26,681.07	1.2%
53200	PROF SERVICES - OTHER	0	45,003	13,690.00	13,690.00	.00	31,313.00	30.4%
56040	CAPEX - MACHINERY/EQUIP	0	26,102	.00	.00	.00	26,102.00	.0%
	TOTAL ASSET SEIZURE FUND - FED	0	172,874	48,448.37	19,355.01	.00	124,425.57	28.0%

192 ASSET SEIZURE FUND - STATE

52310	TRAINING-WORKSHOP-MTGS	0	34,457	15,366.35	3,254.85	.00	19,090.68	44.6%
52400	MINOR EQUIPMENT	0	35,363	14,535.01	208.99	.00	20,828.37	41.1%
53200	PROF SERVICES - OTHER	0	20,000	18,500.00	.00	.00	1,500.00	92.5%
56040	CAPEX - MACHINERY/EQUIP	0	36,195	54,180.75	.00	.00	-17,985.95	149.7%
	TOTAL ASSET SEIZURE FUND - STATE	0	126,015	102,582.11	3,463.84	.00	23,433.10	81.4%

200 FEDERAL GRANTS FUND

50000	SALARIES - REGULAR	-9,038	2,429,951	965,874.92	104,667.91	.00	1,464,075.80	39.7%
50100	SALARIES - TEMPORARY	42,901	42,901	33,524.50	-4,165.00	.00	9,376.50	78.1%
50200	OVERTIME WAGES	0	227,761	240,896.09	43,502.89	.00	-13,135.37	105.8%
50210	OVERTIME-FLSA PUBLIC SAFETY	0	0	4,318.17	1,623.49	.00	-4,318.17	100.0%
50220	STATION COVERAGE OT	0	636,203	238,197.91	45,885.22	.00	398,004.65	37.4%
50410	WORKERS COMP SALARY CONTINUE	0	0	553.12	.00	.00	-553.12	100.0%
51000	CALPERS PENSION NORMAL COST	6,529	256,879	10,712.60	403.07	.00	246,166.14	4.2%
51010	CALPERS PENSION UAL	10,883	10,883	10,883.00	906.88	.00	.00	100.0%
51030	RETIREMENT ENHANCEMENT PLAN	12,857	12,857	11,036.21	-254.53	.00	1,820.79	85.8%
51160	CITY PAID EMPLOYEE BENEFITS	19,816	781,693	324,184.77	38,242.19	.00	457,508.21	41.5%
51300	WORKERS COMPENSATION	53,447	144,786	53,447.00	4,453.88	.00	91,338.65	36.9%
51410	UNIFORM ALLOWANCE	1,200	1,200	.00	.00	.00	1,200.00	.0%
52310	TRAINING-WORKSHOP-MTGS	0	131,992	120,071.74	18,400.08	.00	11,920.26	91.0%
52400	MINOR EQUIPMENT	0	293,750	179,532.55	5,972.47	.00	114,217.00	61.1%
52900	MISC SUPPLIES	0	4,000	4,327.92	.00	.00	-327.92	108.2%
53200	PROF SERVICES - OTHER	0	404,215	77,772.00	5,220.34	.00	326,442.80	19.2%
59000	TRANSFERS OUT (LABOR)	0	0	20,160.40	20,160.40	.00	-20,160.40	100.0%
59300	LIABILITY INSURANCE CHGS	26,385	33,143	26,385.00	2,198.75	.00	6,758.00	79.6%
59800	TRANSFERS OUT - CIP	0	14,153,066	6,022,436.46	994,098.08	.00	8,130,629.34	42.6%
	TOTAL FEDERAL GRANTS FUND	164,980	19,565,278	8,344,314.36	1,281,316.12	.00	11,220,963.16	42.6%

201 CDGB FUND

YEAR-TO-DATE BUDGET REPORT
EXPENSES - JUNE 2024

FOR 2024 12

201	CDGB FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50000	SALARIES - REGULAR	292,048	308,212	256,217.65	29,206.65	.00	51,994.60	83.1%
50100	SALARIES - TEMPORARY	144,061	155,680	112,301.51	16,249.51	.00	43,378.42	72.1%
51000	CALPERS PENSION NORMAL COST	33,547	38,815	26,928.27	3,024.62	.00	11,886.58	69.4%
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	76,390.33	9,322.48	.00	-85.11	100.1%
52000	POSTAGE	1,460	1,460	390.82	46.96	.00	1,069.18	26.8%
52310	TRAINING-WORKSHOP-MTGS	4,600	13,517	100.91	.00	.00	13,416.12	.7%
52320	MILEAGE REIMBURSEMENTS	200	400	.00	.00	.00	400.00	.0%
52400	MINOR EQUIPMENT	2,250	2,859	.00	.00	.00	2,859.17	.0%
52900	MISC SUPPLIES	7,700	8,300	2,241.98	910.91	.00	6,058.02	27.0%
53020	INTERNAL PHOTOCOPING COSTS	2,250	2,323	340.02	106.54	.00	1,982.54	14.6%
53200	PROF SERVICES - OTHER	608,460	1,236,395	247,995.96	164,508.73	328,555.50	659,843.49	46.6%
53220	SERVICES LEGAL SERVICES	800	2,770	.00	.00	.00	2,770.00	.0%
53250	ADVERTISING	7,712	8,442	9,909.00	6,454.00	.00	-1,466.92	117.4%
53600	HOUSING ASSIST LOAN GRANT	250,000	5,424,716	4,412,154.92	-125,486.53	576,361.23	436,199.39	92.0%
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	1,387.04	244.00	.00	1,618.95	46.1%
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	68,252.10	45,113.95	.00	158,747.90	30.1%
59300	LIABILITY INSURANCE CHGS	0	1,781	.00	.00	.00	1,781.00	.0%
59800	TRANSFERS OUT - CIP	764,387	1,592,624	96,993.15	68,090.46	.00	1,495,630.60	6.1%
TOTAL CDGB FUND		2,313,917	10,016,792	5,315,340.31	217,792.28	904,916.73	3,796,535.33	62.1%

202 HOME FUND

50000	SALARIES - REGULAR	0	119,180	.00	.00	.00	119,180.00	.0%
51160	CITY PAID EMPLOYEE BENEFITS	0	20,000	.00	.00	.00	20,000.00	.0%
52000	POSTAGE	600	1,659	380.61	24.67	.00	1,278.55	22.9%
52310	TRAINING-WORKSHOP-MTGS	2,100	2,610	2,538.85	.00	.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	256.72	117.91	.00	2,443.28	9.5%
53001	SOFTWARE SUBSCRIPTION	0	0	349.00	349.00	.00	-349.00	100.0%
53020	INTERNAL PHOTOCOPING COSTS	1,500	3,000	.00	.00	.00	3,000.00	.0%
53200	PROF SERVICES - OTHER	49,116	224,311	9,094.10	3,064.25	64,917.90	150,299.46	33.0%
53220	SERVICES LEGAL SERVICES	25,000	130,000	2,918.08	.00	7,081.92	120,000.00	7.7%
53250	ADVERTISING	5,000	18,780	4,638.00	4,638.00	.00	14,142.00	24.7%

YEAR-TO-DATE BUDGET REPORT
EXPENSES - JUNE 2024

FOR 2024 12

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
53600 HOUSING ASSIST LOAN GRANT	666,651	4,119,505	600,000.00	600,000.00	.00	3,519,505.36	14.6%
57800 FOR CONTINGENCIES	115,330	268,976	.00	.00	.00	268,976.00	.0%
TOTAL HOME FUND	868,867	4,915,662	620,175.36	608,193.83	71,999.82	4,223,487.18	14.1%
203 EMERGENCY SHELTER FUND							
50000 SALARIES - REGULAR	11,723	18,257	2,879.97	696.11	.00	15,376.64	15.8%
51000 CALPERS PENSION NORMAL COST	1,312	1,882	299.35	71.99	.00	1,582.24	15.9%
51160 CITY PAID EMPLOYEE BENEFITS	2,556	3,919	663.19	160.95	.00	3,255.99	16.9%
53200 PROF SERVICES - OTHER	109,000	600,999	559,550.47	58,576.38	36,217.00	5,231.14	99.1%
57410 CONTRIBUTION TO OTHER AGCY	83,292	154,647	88,407.03	39,707.73	24,373.90	41,866.07	72.9%
TOTAL EMERGENCY SHELTER FUND	207,883	779,703	651,800.01	99,213.16	60,590.90	67,312.08	91.4%
204 ARPA							
50000 SALARIES - REGULAR	0	58,200	.00	.00	.00	58,200.00	.0%
50100 SALARIES - TEMPORARY	0	236,970	.00	.00	.00	236,969.68	.0%
51160 CITY PAID EMPLOYEE BENEFITS	0	20,732	.00	.00	.00	20,732.00	.0%
52400 MINOR EQUIPMENT	0	240,615	87,563.45	4,958.74	.00	153,051.62	36.4%
52600 SUPPLIES CUSTODIAL	0	65,000	1,432.15	.00	.00	63,567.85	2.2%
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	35,004.36	31,547.32	2,621.98	112,321.75	25.1%
53200 PROF SERVICES - OTHER	0	4,517,951	871,106.37	284,380.31	187,544.98	3,459,299.29	23.4%
53250 ADVERTISING	0	11,954	.00	.00	.00	11,953.76	.0%
53270 CONSTRUCTION SERVICES	0	238,923	.00	.00	.00	238,922.50	.0%
56030 CAPEX - VEHICLES	0	255,106	.00	.00	.00	255,106.02	.0%
57000 RENTALS & LEASES	0	0	140,319.53	.00	.00	-140,319.53	100.0%
57400 CONTRIBUTION TO OTHER FND	0	0	-1,000.00	.00	.00	1,000.00	100.0%
59000 TRANSFERS OUT (LABOR)	0	50,756	2,778.04	2,778.04	15,000.00	32,977.73	35.0%
59025 TRANSFERS OUT - INTERFUND	0	7,526,591	7,526,590.80	7,526,590.80	.00	.00	100.0%
59800 TRANSFERS OUT - CIP	0	9,508,306	1,537,640.95	933,779.91	.00	7,970,665.29	16.2%
TOTAL ARPA	0	22,902,195	10,201,435.65	8,784,035.12	205,166.96	12,495,592.33	45.4%
210 STATE & LOCAL GRANTS FUND							

YEAR-TO-DATE BUDGET REPORT
EXPENSES - JUNE 2024

FOR 2024 12

210	STATE & LOCAL GRANTS FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50000	SALARIES - REGULAR	2,095,520	2,353,887	1,468,216.53	153,356.54	.00	885,670.72	62.4%
50100	SALARIES - TEMPORARY	3,791,361	3,782,118	1,541,331.52	157,108.43	.00	2,240,786.47	40.8%
50200	OVERTIME WAGES	0	1,035,888	289,687.19	28,081.78	.00	746,200.68	28.0%
50410	WORKERS COMP SALARY CONTINUE	0	0	24,619.54	2,933.25	.00	-24,619.54	100.0%
51000	CALPERS PENSION NORMAL COST	222,710	241,692	170,839.23	17,109.21	.00	70,853.10	70.7%
51010	CALPERS PENSION UAL	403,216	403,216	403,216.00	33,602.03	.00	.00	100.0%
51030	RETIREMENT ENHANCEMENT PLAN	15,070	15,070	8,186.70	745.68	.00	6,883.30	54.3%
51160	CITY PAID EMPLOYEE BENEFITS	823,968	890,862	665,830.28	67,757.94	.00	225,032.09	74.7%
51300	WORKERS COMPENSATION	157,481	234,450	157,481.00	13,122.72	.00	76,968.62	67.2%
52300	UNIFORMS	17,910	29,845	25,157.01	7,389.70	.00	4,687.99	84.3%
52310	TRAINING-WORKSHOP-MTGS	22,000	120,192	21,016.57	2,843.56	.00	99,175.54	17.5%
52320	MILEAGE REIMBURSEMENTS	1,230	7,654	.00	.00	.00	7,654.00	.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	.00	.00	1,311.00	34.5%
52350	OTHER EXPENSE REIMB	0	385,451	385,450.72	.00	.00	.00	100.0%
52400	MINOR EQUIPMENT	66,160	627,811	338,036.86	140,503.69	18,079.44	271,694.67	56.7%
52510	PUBLIC OUTREACH	0	31,947	.00	.00	.00	31,946.86	.0%
52620	SUPPLIES OTHER	13,200	38,007	21,124.45	6,511.37	.00	16,882.55	55.6%
52900	MISC SUPPLIES	17,000	66,161	26,681.30	7,925.67	.00	39,479.89	40.3%
53000	SOFTWARE EXPENSE	0	75,000	80,256.00	75,510.75	.00	-5,256.00	107.0%
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	753.42	322.56	.00	9,246.58	7.5%
53200	PROF SERVICES - OTHER	55,700	5,584,094	3,249,646.00	1,247,583.53	1,348,869.66	985,578.67	82.4%
53210	SERVICES AUDIT	0	25,000	25,000.00	.00	.00	.00	100.0%
53250	ADVERTISING	0	113,789	7,416.00	.00	.00	106,372.54	6.5%
53600	HOUSING ASSIST LOAN GRANT	0	846,363	.00	.00	.00	846,363.00	.0%
54050	UTIL EXP REFUSE AND DISPOSE	0	5,000	1,097.60	1,097.60	.00	3,902.40	22.0%
54080	TELEPHONE CHGS	24,860	32,860	26,306.59	1,964.76	.00	6,553.41	80.1%
56040	CAPEX - MACHINERY/EQUIP	0	119,221	71,270.69	66,908.54	.00	47,950.70	59.8%
57410	CONTRIBUTION TO OTHER AGCY	0	30,801	.00	.00	.00	30,801.00	.0%
58100	GENERAL LIABILITY INSURANCE	1,700	3,450	1,718.70	1,718.70	.00	1,731.30	49.8%
59000	TRANSFERS OUT (LABOR)	0	257,747	63,436.34	25,763.71	.00	194,310.66	24.6%
59200	IT & DATA PROCESSING CHGS	9,481	9,481	9,481.00	790.12	.00	.00	100.0%
59300	LIABILITY INSURANCE CHGS	50,512	50,512	50,512.00	4,209.37	.00	.00	100.0%
59600	INDIRECT PRORATED CST CHG	0	3,592	.00	.00	.00	3,592.00	.0%
59800	TRANSFERS OUT - CIP	0	44,291,041	4,316,385.72	1,492,675.24	.00	39,974,654.84	9.7%
TOTAL STATE & LOCAL GRANTS FUND		7,798,739	61,767,429	13,453,867.39	3,557,536.45	1,366,949.10	46,946,612.61	24.0%

212 TRANSPORT DEV ACT (TDA) FUND

50000	SALARIES - REGULAR	73,410	73,410	20,384.69	2,029.14	.00	53,025.31	27.8%
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YEAR-TO-DATE BUDGET REPORT
EXPENSES - JUNE 2024

FOR 2024 12

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50100 SALARIES - TEMPORARY	0	0	4,968.00	1,512.00	.00	-4,968.00	100.0%
51000 CALPERS PENSION NORMAL COST	7,642	7,642	2,121.87	209.98	.00	5,520.13	27.8%
51010 CALPERS PENSION UAL	6,530	6,530	6,530.00	544.13	.00	.00	100.0%
51030 RETIREMENT ENHANCEMENT PLAN	0	0	162.38	.00	.00	-162.38	100.0%
51160 CITY PAID EMPLOYEE BENEFITS	26,044	26,044	3,501.50	392.05	.00	22,542.50	13.4%
51300 WORKERS COMPENSATION	5,213	5,213	5,213.00	434.38	.00	.00	100.0%
52620 SUPPLIES OTHER	5,000	5,000	3,227.16	110.63	.00	1,772.84	64.5%
53200 PROF SERVICES - OTHER	778,000	778,000	736,789.66	144,125.96	480.00	40,730.34	94.8%
53270 CONSTRUCTION SERVICES	0	49,030	37,141.20	37,141.20	11,888.80	.00	100.0%
54010 UTILITY EXPENSE-ELECTRIC	28,000	28,000	47,516.35	6,824.13	.00	-19,516.35	169.7%
54030 UTILITY EXPENSE- WASTEWATER	7,500	7,500	2,046.24	87.57	.00	5,453.76	27.3%
54040 UTILITY EXPENSE WATER	24,260	24,260	7,528.62	759.11	.00	16,731.38	31.0%
54050 UTIL EXP REFUSE AND DISPOSE	7,850	7,850	7,546.08	627.84	.00	303.92	96.1%
54080 TELEPHONE CHGS	1,100	1,100	2,586.81	397.17	.00	-1,486.81	235.2%
59000 TRANSFERS OUT (LABOR)	5,000	5,812	.00	-20,254.19	.00	5,812.34	.0%
59200 IT & DATA PROCESSING CHGS	5,399	5,399	5,399.00	449.88	.00	.00	100.0%
59300 LIABILITY INSURANCE CHGS	14,049	14,049	14,049.00	1,170.75	.00	.00	100.0%
59400 TELEPHONE CHGS HIPC	6,656	6,656	6,656.00	554.63	.00	.00	100.0%
59600 INDIRECT PRORATED CST CHG	46,892	46,892	46,892.00	3,907.63	.00	.00	100.0%
59800 TRANSFERS OUT - CIP	0	1,863,396	272,677.84	79,510.88	.00	1,590,718.15	14.6%
TOTAL TRANSPORT DEV ACT (TDA) FUN	1,048,545	2,961,783	1,232,937.40	260,534.87	12,368.80	1,716,477.13	42.0%
220 STATE HOUSING (LHTFP) GRANT							
50000 SALARIES - REGULAR	0	34,714	-2,569.01	.00	.00	37,282.88	-7.4%
53200 PROF SERVICES - OTHER	0	1,659,180	1,343,102.16	14,805.16	.00	316,078.06	80.9%
53600 HOUSING ASSIST LOAN GRANT	0	1,140,112	.00	.00	.00	1,140,111.80	.0%
TOTAL STATE HOUSING (LHTFP) GRANT	0	2,834,006	1,340,533.15	14,805.16	.00	1,493,472.74	47.3%
301 CAPITAL OUTLAY FUND							
50000 SALARIES - REGULAR	250,000	510,624	59,995.39	8,224.26	.00	450,629.00	11.7%
50200 OVERTIME WAGES	0	650,996	467,022.78	32,567.94	.00	183,973.12	71.7%
51000 CALPERS PENSION NORMAL COST	0	16,061	12,217.22	583.39	.00	3,843.77	76.1%
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	49,537.65	3,722.86	.00	20,164.72	71.1%
51300 WORKERS COMPENSATION	0	64,859	.00	.00	.00	64,859.14	.0%

YEAR-TO-DATE BUDGET REPORT
EXPENSES - JUNE 2024

FOR 2024 12

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
52310 TRAINING-WORKSHOP-MTGS	0	68,947	17,365.01	2,807.76	.00	51,582.15	25.2%
52400 MINOR EQUIPMENT	0	581,507	196,505.13	90,353.60	124,029.19	260,972.21	55.1%
52600 SUPPLIES CUSTODIAL	0	30,000	16,863.68	709.77	.00	13,136.32	56.2%
52900 MISC SUPPLIES	0	50,000	2,092.57	.00	.00	47,907.43	4.2%
53000 SOFTWARE EXPENSE	283,021	290,978	158,690.86	.00	.01	132,287.13	54.5%
53200 PROF SERVICES - OTHER	4,916,333	28,795,669	8,836,995.91	1,606,206.58	4,670,207.27	15,288,465.99	46.9%
53220 SERVICES LEGAL SERVICES	0	6,032	.00	.00	.00	6,032.00	.0%
53250 ADVERTISING	0	92,500	83,115.00	29,139.00	.00	9,385.00	89.9%
53270 CONSTRUCTION SERVICES	25,175,952	74,048,700	17,386,840.02	3,722,673.13	14,153,495.16	42,508,364.82	42.6%
55010 BUILDING MAINT & REPAIR	0	695,036	12,488.18	12,488.18	.00	682,547.70	1.8%
55020 EQUIPMENT MAINTENANCE	0	95,575	.00	.00	.00	95,575.00	.0%
56000 CAPEX - LAND EASEMENTS	0	18,649	18,649.00	-64,636.00	.00	.00	100.0%
56010 CAPEX - BUILDINGS	0	6,640,370	1,291,471.61	117,050.02	47,682.00	5,301,215.96	20.2%
56020 CAPEX - IMPRV OTH. THN BLDGS	764,387	12,787,399	103,911.28	53,952.33	52,570.00	12,630,917.60	1.2%
56030 CAPEX - VEHICLES	0	690,721	81,065.14	81,065.14	49,965.87	559,689.75	19.0%
56040 CAPEX - MACHINERY/EQUIP	1,365,139	12,046,176	4,447,163.48	70,710.47	230,563.32	7,368,448.86	38.8%
56050 CAPEX - INFRASTRUCTURE	0	3,421,570	.00	.00	.00	3,421,570.28	.0%
57000 RENTALS & LEASES	0	0	68,944.42	.00	55.58	-69,000.00	100.0%
57800 FOR CONTINGENCIES	0	5,265,257	.00	.00	.00	5,265,257.00	.0%
59000 TRANSFERS OUT (LABOR)	0	6,332,266	1,742,649.54	198,157.55	.00	4,589,616.66	27.5%
59300 LIABILITY INSURANCE CHGS	15,507	39,107	.00	.00	.00	39,107.00	.0%
TOTAL CAPITAL OUTLAY FUND	32,770,339	153,327,073	35,053,583.87	5,965,775.98	19,328,568.40	98,944,920.61	35.5%
311 PEG FEES FUND							
59800 TRANSFERS OUT - CIP	0	439,207	96,719.01	20,992.21	.00	342,488.23	22.0%
TOTAL PEG FEES FUND	0	439,207	96,719.01	20,992.21	.00	342,488.23	22.0%
313 2022 LEASE PURCH EQUIP FUND							
59800 TRANSFERS OUT - CIP	0	1,680,723	325,667.28	325,667.28	.00	1,355,055.30	19.4%
TOTAL 2022 LEASE PURCH EQUIP FUND	0	1,680,723	325,667.28	325,667.28	.00	1,355,055.30	19.4%
314 2014 LEASE REV BOND FUND							

YEAR-TO-DATE BUDGET REPORT
EXPENSES - JUNE 2024

FOR 2024 12

314	2014 LEASE REV BOND FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
59600	INDIRECT PRORATED CST CHG	923	923	923.00	76.88	.00	.00	100.0%
59800	TRANSFERS OUT - CIP	0	972,783	11,914.33	3,140.74	.00	960,869.00	1.2%
	TOTAL 2014 LEASE REV BOND FUND	923	973,706	12,837.33	3,217.62	.00	960,869.00	1.3%
315 2006 TAB HERO/SW/ORMOND FUND								
59800	TRANSFERS OUT - CIP	0	2,554,345	1,804,202.76	348,063.94	.00	750,142.19	70.6%
	TOTAL 2006 TAB HERO/SW/ORMOND FUN	0	2,554,345	1,804,202.76	348,063.94	.00	750,142.19	70.6%
316 2019A LEASE REV BOND FUND								
59800	TRANSFERS OUT - CIP	0	0	13,419.22	.00	.00	-13,419.22	100.0%
	TOTAL 2019A LEASE REV BOND FUND	0	0	13,419.22	.00	.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%
51160	CITY PAID EMPLOYEE BENEFITS	0	21,424	126.13	.00	.00	21,297.55	.6%
53200	PROF SERVICES - OTHER	0	5,797,968	213,265.14	27,249.19	57,462.50	5,527,240.55	4.7%
53270	CONSTRUCTION SERVICES	0	3,607,479	.00	.00	.00	3,607,478.96	.0%
56010	CAPEX - BUILDINGS	0	1,900,000	.00	.00	.00	1,900,000.00	.0%
56040	CAPEX - MACHINERY/EQUIP	0	1,195,000	110,888.75	.00	.00	1,084,111.25	9.3%
57400	CONTRIBUTION TO OTHER FND	0	100,000	2,000,000.00	.00	.00	-1,900,000.00	2000.0%
59000	TRANSFERS OUT (LABOR)	0	303,290	3,565.60	560.49	.00	299,724.55	1.2%
59800	TRANSFERS OUT - CIP	0	15,042,844	3,567,098.98	209,731.84	.00	11,475,745.13	23.7%
	TOTAL LOST PUBLIC SECTOR REV FUND	0	28,057,890	5,895,727.17	237,541.52	57,462.50	22,104,700.49	21.2%
350 DEVELOPMENT IMPACT FEES FUND								
53200	PROF SERVICES - OTHER	0	8,713	8,410.75	.00	.00	302.00	96.5%

YEAR-TO-DATE BUDGET REPORT
EXPENSES - JUNE 2024

FOR 2024 12

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
53700 DEVELOPER REIMBURSEMENTS	11,420,000	11,420,000	.00	.00	.00	11,420,000.00	.0%
59020 TRANSFERS OUT - INTRAFUND	0	2,503,555	.00	.00	.00	2,503,555.00	.0%
59600 INDIRECT PRORATED CST CHG	51,770	51,770	42,484.16	3,385.62	.00	9,285.84	82.1%
59800 TRANSFERS OUT - CIP	3,370,604	16,622,660	1,810,454.86	671,846.61	.00	14,812,205.55	10.9%
59900 TRANSFERS OUT - DEBT	0	544,652	544,652.00	.00	.00	.00	100.0%
TOTAL DEVELOPMENT IMPACT FEES FUN	14,842,374	31,151,350	2,406,001.77	675,232.23	.00	28,745,348.39	7.7%

360 OTH. DEVPT FEES FUND

50000 SALARIES - REGULAR	698,255	653,255	513,089.14	56,879.05	.00	140,165.86	78.5%
50100 SALARIES - TEMPORARY	14,343	14,343	27,456.05	4,075.52	.00	-13,113.05	191.4%
50200 OVERTIME WAGES	5,627	5,627	2,821.42	719.49	.00	2,805.58	50.1%
51000 CALPERS PENSION NORMAL COST	94,039	94,039	68,081.27	7,997.45	.00	25,957.73	72.4%
51010 CALPERS PENSION UAL	13,604	13,604	13,604.00	1,133.74	.00	.00	100.0%
51160 CITY PAID EMPLOYEE BENEFITS	174,237	153,095	108,317.50	12,157.33	.00	44,777.50	70.8%
51300 WORKERS COMPENSATION	38,393	38,393	38,393.00	3,199.38	.00	.00	100.0%
51410 UNIFORM ALLOWANCE	800	800	1,600.00	.00	.00	-800.00	200.0%
52000 POSTAGE	2,600	2,600	1,112.81	54.96	.00	1,487.19	42.8%
52200 SUBSCRIPTIONS & PUBLS	1,500	1,500	908.52	.00	.00	591.48	60.6%
52300 UNIFORMS	2,100	2,100	3,880.95	452.54	.00	-1,780.95	184.8%
52310 TRAINING-WORKSHOP-MTGS	11,935	11,935	8,826.68	849.21	.00	3,108.32	74.0%
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	2,853.56	28.57	.00	5,996.44	32.2%
52610 SUPPLIES SAFETY	2,810	2,810	262.49	.00	.00	2,547.51	9.3%
52900 MISC SUPPLIES	6,375	6,375	9,879.22	1,209.52	.00	-3,504.22	155.0%
53010 SERVICES PRINTING BINDING	1,750	1,750	.00	.00	.00	1,750.00	.0%
53020 INTERNAL PHOTOCOPING COSTS	3,500	3,500	1,578.79	.00	.00	1,921.21	45.1%
53110 SERVICES MEDICAL	5,500	5,500	.00	.00	.00	5,500.00	.0%
53200 PROF SERVICES - OTHER	103,500	206,353	91,795.60	20,092.60	15,135.44	99,421.60	51.8%
53220 SERVICES LEGAL SERVICES	100,000	99,700	10,071.00	.00	8,490.04	81,138.96	18.6%
53250 ADVERTISING	2,500	2,500	395.00	.00	.00	2,105.00	15.8%
53600 HOUSING ASSIST LOAN GRANT	100,000	1,450,000	397,292.33	.00	852,707.67	200,000.00	86.2%
54080 TELEPHONE CHGS	5,000	5,300	5,085.88	484.20	.00	214.12	96.0%
55030 VEHICLE MAINTENANCE	700	700	.00	.00	.00	700.00	.0%
56040 CAPEX - MACHINERY/EQUIP	0	60,000	.00	.00	.00	60,000.00	.0%
57300 LEASE PMT CAP GROWTH FEES	23,366	23,366	23,366.00	.00	.00	.00	100.0%
59000 TRANSFERS OUT (LABOR)	18,858	0	.00	.00	.00	.00	.0%
59200 IT & DATA PROCESSING CHGS	49,945	49,945	49,945.00	4,162.12	.00	.00	100.0%
59300 LIABILITY INSURANCE CHGS	42,169	42,169	42,169.00	3,514.01	.00	.00	100.0%
59400 TELEPHONE CHGS HIPC	2,237	2,237	2,237.00	186.38	.00	.00	100.0%

YEAR-TO-DATE BUDGET REPORT
EXPENSES - JUNE 2024

FOR 2024 12

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
59500 FLEET EQUIP MAINT ISF CHG	17,120	17,120	12,128.77	1,209.11	.00	4,991.23	70.8%
59600 INDIRECT PRORATED CST CHG	84,931	84,931	84,931.00	7,077.62	.00	.00	100.0%
59700 FACILITY CHG MAINTENANCE	13,666	14,945	14,944.53	2,417.40	.00	.00	100.0%
59800 TRANSFERS OUT - CIP	0	2,681,478	-288,708.25	-289,655.06	.00	2,970,186.63	-10.8%
TOTAL OTH. DEVPT FEES FUND	1,651,685	5,762,295	1,248,358.32	-161,754.86	876,333.15	3,637,603.08	36.9%
420 HOUSING SUC AGCY FUND							
50000 SALARIES - REGULAR	6,738	6,738	4,760.14	658.80	.00	1,977.86	70.6%
51000 CALPERS PENSION NORMAL COST	701	701	492.14	68.08	.00	208.86	70.2%
51010 CALPERS PENSION UAL	1,088	1,088	1,088.00	90.63	.00	.00	100.0%
51160 CITY PAID EMPLOYEE BENEFITS	2,372	2,372	999.70	145.87	.00	1,372.30	42.1%
51300 WORKERS COMPENSATION	386	386	386.00	32.13	.00	.00	100.0%
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	374.65	216.64	.00	625.35	37.5%
53020 INTERNAL PHOTOCOPING COSTS	1,000	1,000	.00	.00	.00	1,000.00	.0%
53200 PROF SERVICES - OTHER	57,675	205,490	28,228.44	11,363.50	28,491.56	148,770.00	27.6%
53220 SERVICES LEGAL SERVICES	30,000	30,000	.00	.00	.00	30,000.00	.0%
53600 HOUSING ASSIST LOAN GRANT	25,000	1,525,000	.00	.00	1,500,000.00	25,000.00	98.4%
59300 LIABILITY INSURANCE CHGS	500	500	500.00	41.63	.00	.00	100.0%
TOTAL HOUSING SUC AGCY FUND	128,260	1,776,075	36,829.07	12,617.28	1,528,491.56	210,754.37	88.1%
429 CDC SUCCESSOR AGENCY FUND							
50000 SALARIES - REGULAR	0	59,200	.00	.00	.00	59,200.00	.0%
52900 MISC SUPPLIES	0	25,000	.00	.00	.00	25,000.00	.0%
53200 PROF SERVICES - OTHER	9,000	24,000	38,900.94	1,193.81	12,120.00	-27,020.94	212.6%
53210 SERVICES AUDIT	0	10,000	.00	.00	.00	10,000.00	.0%
53220 SERVICES LEGAL SERVICES	0	25,000	46,925.00	10,525.00	13,075.00	-35,000.00	240.0%
53700 DEVELOPER REIMBURSEMENTS	0	2,157,329	2,156,263.95	124,312.95	.00	1,065.05	100.0%
54030 UTILITY EXPENSE- WASTEWATER	0	25,000	2,413.40	274.93	.00	22,586.60	9.7%
54040 UTILITY EXPENSE WATER	0	25,000	3,618.34	382.65	.00	21,381.66	14.5%
55020 EQUIPMENT MAINTENANCE	0	25,000	.00	.00	.00	25,000.00	.0%
57500 PRINCIPAL PAYMENTS	0	2,000,000	2,000,000.00	-1,666,600.00	.00	.00	100.0%
57501 LOAN TO PRIVATE OPERATOR	0	1,822,800	1,666,600.00	1,666,600.00	.00	156,200.00	91.4%
57510 INTEREST & PENALTIES EXPENSE	0	1,205,883	1,175,756.45	-30,125.05	.00	30,126.55	97.5%
59020 TRANSFERS OUT - INTRAFUND	0	199,000	.00	.00	.00	199,000.00	.0%

YEAR-TO-DATE BUDGET REPORT

EXPENSES - JUNE 2024

FOR 2024 12

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
59500 FLEET EQUIP MAINT ISF CHG	3,480	3,480	279.54	.00	.00	3,200.46	8.0%
60500 DEBT OFFSET	0	0	-2,000,000.00	-2,000,000.00	.00	2,000,000.00	100.0%
TOTAL CDC SUCCESSOR AGENCY FUND	12,480	7,606,692	5,090,757.62	-1,893,435.71	25,195.00	2,490,739.38	67.3%
481 DOWNTOWN IMPROVEMENT DISTRICT							
53200 PROF SERVICES - OTHER	85,716	168,400	6,255.75	.00	.00	162,143.87	3.7%
59800 TRANSFERS OUT - CIP	0	48,934	.00	.00	.00	48,934.00	.0%
TOTAL DOWNTOWN IMPROVEMENT DISTRI	85,716	217,334	6,255.75	.00	.00	211,077.87	2.9%
500 BOND ASSESSMENT DISTRICTS							
52000 POSTAGE	1,500	1,000	.00	.00	.00	1,000.00	.0%
52400 MINOR EQUIPMENT	1,500	1,000	.00	.00	.00	1,000.00	.0%
52900 MISC SUPPLIES	1,500	1,000	.00	.00	.00	1,000.00	.0%
53200 PROF SERVICES - OTHER	56,000	59,664	61,904.68	10,303.84	1,361.36	-3,601.92	106.0%
53210 SERVICES AUDIT	500	0	.00	.00	.00	.00	.0%
53250 ADVERTISING	1,500	1,000	.00	.00	.00	1,000.00	.0%
53310 COUNTY PROP TAX ADMIN CHG	11,141	9,977	15,325.38	319.57	.00	-5,348.50	153.6%
57500 PRINCIPAL PAYMENTS	2,375,000	2,375,000	2,375,000.00	.00	.00	.00	100.0%
57510 INTEREST & PENALTIES EXPENSE	1,663,422	1,663,422	1,661,685.73	.00	.00	1,736.27	99.9%
59000 TRANSFERS OUT (LABOR)	51,216	0	244.34	-1,005.81	.00	-244.34	100.0%
59020 TRANSFERS OUT - INTRAFUND	0	51,216	1,005.81	1,005.81	.00	50,210.19	2.0%
59600 INDIRECT PRORATED CST CHG	20,459	20,459	20,459.00	1,704.77	.00	.00	100.0%
60500 DEBT OFFSET	0	0	.00	2,375,000.00	.00	.00	.0%
TOTAL BOND ASSESSMENT DISTRICTS	4,183,738	4,183,738	4,135,624.94	2,387,328.18	1,361.36	46,751.70	98.9%
541 DEVELOPER/OTHER DEPOSITS FUND							
52310 TRAINING-WORKSHOP-MTGS	0	15,705	5,950.17	.00	6,576.85	3,177.64	79.8%
53200 PROF SERVICES - OTHER	0	6,512,039	324,871.63	43,840.74	39,785.16	6,147,382.19	5.6%
59020 TRANSFERS OUT - INTRAFUND	0	300,000	.00	.00	.00	300,000.00	.0%
59800 TRANSFERS OUT - CIP	300,000	0	.00	.00	.00	.00	.0%
TOTAL DEVELOPER/OTHER DEPOSITS FU	300,000	6,827,744	330,821.80	43,840.74	46,362.01	6,450,559.83	5.5%
542 PAYROLL CLEARING FUND							

YEAR-TO-DATE BUDGET REPORT
EXPENSES - JUNE 2024

FOR 2024 12

542	PAYROLL CLEARING FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50000	SALARIES - REGULAR	0	0	-6.70	.00	.00	6.70	100.0%
50400	VAC SICK COMP BUYBACK	3,488,707	3,488,707	3,357,713.88	869,429.26	.00	130,993.12	96.2%
51160	CITY PAID EMPLOYEE BENEFITS	0	0	-122,956.16	12,494.49	.00	122,956.16	100.0%
53200	PROF SERVICES - OTHER	0	0	-.01	-21,150.74	.00	.01	100.0%
53500	BANK CHARGES	0	0	-15,306.01	-400.00	.00	15,306.01	100.0%
	TOTAL PAYROLL CLEARING FUND	3,488,707	3,488,707	3,219,445.00	860,373.01	.00	269,262.00	92.3%
545 HOUSING AUTHORITY PAYROLL FUND								
50000	SALARIES - REGULAR	3,620,996	3,620,996	3,342,643.61	342,024.92	.00	278,352.39	92.3%
50100	SALARIES - TEMPORARY	0	0	36,862.63	4,387.50	.00	-36,862.63	100.0%
50200	OVERTIME WAGES	0	0	76,310.98	9,010.00	.00	-76,310.98	100.0%
50410	WORKERS COMP SALARY CONTINUE	0	0	932.60	.00	.00	-932.60	100.0%
51000	CALPERS PENSION NORMAL COST	376,941	376,941	345,720.11	33,454.33	.00	31,220.89	91.7%
51010	CALPERS PENSION UAL	515,862	515,862	.00	.00	.00	515,862.00	.0%
51030	RETIREMENT ENHANCEMENT PLAN	267,707	267,707	268,897.63	25,968.47	.00	-1,190.63	100.4%
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	1,099,735.62	105,366.78	.00	103,157.38	91.4%
51210	RETIREE HEALTH INS PLAN	36,443	36,443	33,884.88	2,371.33	.00	2,558.12	93.0%
51400	AUTO ALLOWANCE	2,520	2,520	2,466.82	193.86	.00	53.18	97.9%
52900	MISC SUPPLIES	0	0	-38.41	.00	.00	38.41	100.0%
	TOTAL HOUSING AUTHORITY PAYROLL F	6,026,878	6,026,878	5,210,932.57	522,777.19	.00	815,945.43	86.5%
561 OXNARD DOWNTOWN MGT DIST FUND								
53310	COUNTY PROP TAX ADMIN CHG	0	0	915.42	64.86	.00	-915.42	100.0%
57410	CONTRIBUTION TO OTHER AGCY	0	0	343,083.00	159,282.40	.00	-343,083.00	100.0%
	TOTAL OXNARD DOWNTOWN MGT DIST FU	0	0	343,998.42	159,347.26	.00	-343,998.42	100.0%
571 CONTRIBUTIONS TRUST FUND								
51160	CITY PAID EMPLOYEE BENEFITS	0	130	.00	.00	.00	129.79	.0%
52300	UNIFORMS	0	0	1,278.23	.00	.00	-1,278.23	100.0%
52310	TRAINING-WORKSHOP-MTGS	0	246,489	12,299.06	2,641.86	.00	234,189.56	5.0%

YEAR-TO-DATE BUDGET REPORT
EXPENSES - JUNE 2024

FOR 2024 12

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
52400 MINOR EQUIPMENT	0	97,044	.00	.00	.00	97,043.55	.0%
52620 SUPPLIES OTHER	0	65,478	18,727.64	2,113.38	.00	46,750.42	28.6%
53020 INTERNAL PHOTOCOPING COSTS	0	1,534	.00	.00	.00	1,534.43	.0%
53200 PROF SERVICES - OTHER	0	781,799	6,596.00	2,137.40	.00	775,203.01	.8%
55010 BUILDING MAINT & REPAIR	0	1,650,000	.00	.00	22,860.00	1,627,140.00	1.4%
56040 CAPEX - MACHINERY/EQUIP	0	1,732	.00	.00	.00	1,731.72	.0%
59800 TRANSFERS OUT - CIP	0	1,680	.00	.00	.00	1,680.00	.0%
TOTAL CONTRIBUTIONS TRUST FUND	0	2,845,885	38,900.93	6,892.64	22,860.00	2,784,124.25	2.2%

601 WATER OPERATING FUND

50000 SALARIES - REGULAR	6,096,709	6,096,709	5,380,644.59	535,225.31	.00	716,064.41	88.3%
50100 SALARIES - TEMPORARY	110,000	110,000	32,798.03	8,118.61	.00	77,201.97	29.8%
50200 OVERTIME WAGES	350,000	350,000	575,766.32	55,880.60	.00	-225,766.32	164.5%
50410 WORKERS COMP SALARY CONTINUE	0	0	1,076.02	.00	.00	-1,076.02	100.0%
51000 CALPERS PENSION NORMAL COST	645,399	645,399	544,790.65	52,280.37	.00	100,608.35	84.4%
51010 CALPERS PENSION UAL	837,573	837,573	837,573.00	69,797.75	.00	.00	100.0%
51030 RETIREMENT ENHANCEMENT PLAN	256,508	256,508	236,540.09	22,209.69	.00	19,967.91	92.2%
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	1,609,271.55	152,513.28	.00	281,941.45	85.1%
51210 RETIREE HEALTH INS PLAN	30,836	30,836	28,671.82	2,006.52	.00	2,164.18	93.0%
51300 WORKERS COMPENSATION	333,192	333,192	333,192.00	27,766.00	.00	.00	100.0%
51400 AUTO ALLOWANCE	1,050	1,050	1,055.79	102.98	.00	-5.79	100.6%
51420 TOOL AND EQUIPMENT ALLOWANCE	950	950	950.00	.00	.00	.00	100.0%
51425 TREATMENT CERTIFICAT PAY	0	0	137.48	137.48	.00	-137.48	100.0%
52000 POSTAGE	6,000	6,000	6,306.34	1,010.54	.00	-306.34	105.1%
52100 CHEMICALS	850,000	850,000	458,774.69	22,336.03	.00	391,225.31	54.0%
52110 REPAIR PARTS	470,000	470,000	181,432.70	107,169.78	.00	288,567.30	38.6%
52200 SUBSCRIPTIONS & PUBLS	20,000	20,000	254.52	.00	.00	19,745.48	1.3%
52300 UNIFORMS	40,000	40,000	21,781.11	1,501.22	12,915.86	5,303.03	86.7%
52310 TRAINING-WORKSHOP-MTGS	95,000	95,000	76,459.17	5,283.25	7,440.00	11,100.83	88.3%
52330 EDUCATION REIMBURSEMENT	5,000	5,000	70.00	70.00	.00	4,930.00	1.4%
52340 MEMBERSHIPS	50,000	50,000	31,245.30	.00	.00	18,754.70	62.5%
52350 OTHER EXPENSE REIMB	75,000	0	-170.00	-190,890.00	.00	170.00	100.0%
52400 MINOR EQUIPMENT	1,250,000	1,428,792	1,112,055.62	96,440.24	9,775.80	306,960.58	78.5%
52510 PUBLIC OUTREACH	200,000	200,000	44,144.37	2,590.00	7,770.00	148,085.63	26.0%
52610 SUPPLIES SAFETY	105,000	105,000	19,926.07	2,698.35	.00	85,073.93	19.0%
52900 MISC SUPPLIES	27,000	127,000	178,437.95	14,974.56	.00	-51,437.95	140.5%
53000 SOFTWARE EXPENSE	0	0	19.95	.00	.00	-19.95	100.0%
53010 SERVICES PRINTING BINDING	120,000	120,000	55,005.14	13,535.87	138.00	64,856.86	46.0%
53020 INTERNAL PHOTOCOPING COSTS	11,000	11,000	8,926.69	2,260.60	.00	2,073.31	81.2%

YEAR-TO-DATE BUDGET REPORT
EXPENSES - JUNE 2024

FOR 2024 12

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
53200 PROF SERVICES - OTHER	3,362,000	3,580,168	2,665,181.79	659,239.83	387,982.05	527,004.16	85.3%
53210 SERVICES AUDIT	5,000	5,000	.00	.00	.00	5,000.00	.0%
53220 SERVICES LEGAL SERVICES	800,000	800,000	635,103.18	169,802.11	186,018.49	-21,121.67	102.6%
53250 ADVERTISING	30,000	30,000	8,839.00	530.00	.00	21,161.00	29.5%
53260 LEGAL ADVOCACY	22,000	22,000	20,270.96	2,008.00	.00	1,729.04	92.1%
53400 PROFESSIONAL SERVICES - HR	5,000	5,000	2,542.90	.00	.00	2,457.10	50.9%
53420 TEST MONITOR COMPLIANCE	70,000	70,000	133,700.48	33,464.45	16,400.72	-80,101.20	214.4%
54010 UTILITY EXPENSE-ELECTRIC	1,200,000	1,300,000	1,320,457.44	212,238.89	.00	-20,457.44	101.6%
54020 UTILITY EXPENSE - GAS	5,000	5,000	1,801.94	381.24	.00	3,198.06	36.0%
54030 UTILITY EXPENSE- WASTEWATER	794,500	794,500	560,810.60	3,459.60	.00	233,689.40	70.6%
54040 UTILITY EXPENSE WATER	78,750	78,750	63,126.48	6,397.05	.00	15,623.52	80.2%
54050 UTIL EXP REFUSE AND DISPOSE	19,000	19,000	10,959.98	1,602.30	.00	8,040.02	57.7%
54080 TELEPHONE CHGS	35,000	35,000	48,813.80	3,466.44	.00	-13,813.80	139.5%
54100 WATER PURCHASES	27,000,000	26,900,000	22,537,322.96	4,846,102.08	.00	4,362,677.04	83.8%
54355 UTILITY RATE ASSIST CREDIT	0	80,500	70,655.00	70,655.00	.00	9,845.00	87.8%
55010 BUILDING MAINT & REPAIR	225,000	225,000	.00	.00	.00	225,000.00	.0%
55020 EQUIPMENT MAINTENANCE	0	0	67.94	.00	.00	-67.94	100.0%
56040 CAPEX - MACHINERY/EQUIP	910,000	680,000	191,508.23	.00	.00	488,491.77	28.2%
57000 RENTALS & LEASES	285,000	285,000	380,440.20	25,111.13	263,257.63	-358,697.83	225.9%
57110 TAXES AND FILING FEES	200,000	200,000	154,669.12	255.00	.00	45,330.88	77.3%
57200 BAD DEBT EXPENSE	75,000	75,000	29,199.59	32,044.01	.00	45,800.41	38.9%
57500 PRINCIPAL PAYMENTS	5,579,504	5,579,504	5,579,504.00	2,060,000.00	.00	.00	100.0%
57510 INTEREST & PENALTIES EXPENSE	8,820,352	8,820,352	8,477,014.57	3,181,463.47	.00	343,337.43	96.1%
59000 TRANSFERS OUT (LABOR)	32,000	32,000	1,000.00	.00	.00	31,000.00	3.1%
59100 CUSTOMER BILLING CHARGES	1,520,974	1,520,974	1,520,974.00	126,747.87	.00	.00	100.0%
59200 IT & DATA PROCESSING CHGS	692,569	692,569	692,569.00	57,714.23	.00	.00	100.0%
59300 LIABILITY INSURANCE CHGS	363,158	363,158	365,096.64	30,424.75	.00	-1,938.64	100.5%
59400 TELEPHONE CHGS HIPC	64,739	64,739	64,739.00	5,394.99	.00	.00	100.0%
59500 FLEET EQUIP MAINT ISF CHG	452,128	452,128	323,515.81	31,207.96	.00	128,612.19	71.6%
59600 INDIRECT PRORATED CST CHG	1,274,976	1,274,976	1,274,976.00	106,248.11	.00	.00	100.0%
59700 FACILITY CHG MAINTENANCE	185,626	202,992	202,992.30	32,835.17	.00	.00	100.0%
59800 TRANSFERS OUT - CIP	27,280	25,610,801	14,896,636.84	7,094,540.71	.00	10,714,164.53	58.2%
59900 TRANSFERS OUT - DEBT	0	27,280	27,279.39	.00	.00	.61	100.0%
60200 CAPITAL ASSET OFFSET	0	0	-191,508.23	.00	.00	191,508.23	100.0%
60300 INTERFUND ADVANCE OFFSET	0	0	2,407,182.06	2,262,535.50	.00	-2,407,182.06	100.0%
60500 DEBT OFFSET	0	0	-5,579,504.00	-2,060,000.00	.00	5,579,504.00	100.0%
TOTAL WATER OPERATING FUND	68,015,168	93,915,796	70,678,258.04	20,000,888.92	891,698.55	22,345,839.08	76.2%

602 WATER CIP FUND

53200 PROF SERVICES - OTHER	0	7,453,557	2,053,921.80	624,442.29	3,034,203.63	2,365,431.28	68.3%
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YEAR-TO-DATE BUDGET REPORT

EXPENSES - JUNE 2024

FOR 2024 12

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
53270 CONSTRUCTION SERVICES	0	19,364,725	13,510,945.24	4,294,633.08	6,456,858.00	-603,077.94	103.1%
56000 CAPEX - LAND EASEMENTS	0	85,276	10,577.50	1,440.00	468.75	74,230.00	13.0%
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%
57800 FOR CONTINGENCIES	0	1,836,666	.00	.00	.00	1,836,665.70	.0%
59000 TRANSFERS OUT (LABOR)	0	4,199,470	424,246.43	46,131.83	.00	3,775,223.85	10.1%
TOTAL WATER CIP FUND	0	43,427,081	16,581,820.97	4,966,647.20	9,492,530.38	17,352,729.15	60.0%
603 WATER DEVLPMT IMPACT FEES FUND							
59600 INDIRECT PRORATED CST CHG	21,294	21,294	21,294.00	1,774.50	.00	.00	100.0%
59800 TRANSFERS OUT - CIP	0	10,517,420	826.30	.00	.00	10,516,593.27	.0%
TOTAL WATER DEVLPMT IMPACT FEES F	21,294	10,538,714	22,120.30	1,774.50	.00	10,516,593.27	.2%
605 WATER CAP FACILITY FUND							
53700 DEVELOPER REIMBURSEMENTS	375,000	375,000	.00	.00	.00	375,000.00	.0%
59600 INDIRECT PRORATED CST CHG	4,426	4,426	4,426.00	368.87	.00	.00	100.0%
59800 TRANSFERS OUT - CIP	0	400,000	.00	.00	.00	400,000.00	.0%
TOTAL WATER CAP FACILITY FUND	379,426	779,426	4,426.00	368.87	.00	775,000.00	.6%
606 WATER RESOURCE FEE FUND							
59600 INDIRECT PRORATED CST CHG	1,401	1,401	1,401.00	116.75	.00	.00	100.0%
59800 TRANSFERS OUT - CIP	0	240,784	.00	.00	.00	240,784.00	.0%
TOTAL WATER RESOURCE FEE FUND	1,401	242,185	1,401.00	116.75	.00	240,784.00	.6%
607 WATER BONDS/WIFIA LOANS							
59800 TRANSFERS OUT - CIP	0	1,350,000	11,675.87	11,675.87	.00	1,338,324.13	.9%
TOTAL WATER BONDS/WIFIA LOANS	0	1,350,000	11,675.87	11,675.87	.00	1,338,324.13	.9%

YEAR-TO-DATE BUDGET REPORT
EXPENSES - JUNE 2024

FOR 2024 12

608	WATER SECURITY-CONT PREV FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
608 WATER SECURITY-CONT PREV FUND								
50000	SALARIES - REGULAR	327,368	327,368	289,456.48	33,101.94	.00	37,911.52	88.4%
50200	OVERTIME WAGES	8,000	8,000	871.48	.00	.00	7,128.52	10.9%
51000	CALPERS PENSION NORMAL COST	32,483	32,483	29,213.79	3,355.20	.00	3,269.21	89.9%
51010	CALPERS PENSION UAL	43,533	43,533	43,533.00	3,627.75	.00	.00	100.0%
51030	RETIREMENT ENHANCEMENT PLAN	46,502	46,502	48,863.95	4,947.29	.00	-2,361.95	105.1%
51160	CITY PAID EMPLOYEE BENEFITS	98,160	98,160	86,800.82	9,581.50	.00	11,359.18	88.4%
51300	WORKERS COMPENSATION	18,781	18,781	18,781.00	1,565.12	.00	.00	100.0%
52000	POSTAGE	20,000	20,000	.00	.00	.00	20,000.00	.0%
52400	MINOR EQUIPMENT	100,000	100,000	81,502.46	5,403.83	.00	18,497.54	81.5%
53010	SERVICES PRINTING BINDING	15,000	15,000	.00	.00	.00	15,000.00	.0%
53200	PROF SERVICES - OTHER	350,000	350,000	400,258.91	14,361.06	63.38	-50,322.29	114.4%
53420	TEST MONITOR COMPLIANCE	200,000	200,000	135,143.53	19,844.50	20,567.27	44,289.20	77.9%
57200	BAD DEBT EXPENSE	0	0	405.00	405.00	.00	-405.00	100.0%
59000	TRANSFERS OUT (LABOR)	30,000	30,000	21,310.00	5,240.00	.00	8,690.00	71.0%
59200	IT & DATA PROCESSING CHGS	35,996	35,996	35,996.00	2,999.63	.00	.00	100.0%
59300	LIABILITY INSURANCE CHGS	20,333	20,333	20,333.00	1,694.38	.00	.00	100.0%
59400	TELEPHONE CHGS HIPC	1,495	1,495	1,495.00	124.62	.00	.00	100.0%
59600	INDIRECT PRORATED CST CHG	85,205	85,205	85,205.00	7,100.38	.00	.00	100.0%
59800	TRANSFERS OUT - CIP	0	756,281	44,795.22	41,143.18	.00	711,486.09	5.9%
	TOTAL WATER SECURITY-CONT PREV FU	1,432,856	2,189,137	1,343,964.64	154,495.38	20,630.65	824,542.02	62.3%
609 WATER BOND 2021A REV BOND FUND								
59800	TRANSFERS OUT - CIP	0	4,234,606	1,327,807.52	996,492.38	.00	2,906,798.31	31.4%
	TOTAL WATER BOND 2021A REV BOND F	0	4,234,606	1,327,807.52	996,492.38	.00	2,906,798.31	31.4%
611 WASTEWATER OPERATING FUND								
50000	SALARIES - REGULAR	7,204,946	7,204,946	6,703,315.29	668,939.57	.00	501,630.71	93.0%
50100	SALARIES - TEMPORARY	245,000	245,000	75,778.20	15,050.54	.00	169,221.80	30.9%
50200	OVERTIME WAGES	403,000	403,000	489,551.24	39,745.67	.00	-86,551.24	121.5%
50410	WORKERS COMP SALARY CONTINUE	0	0	10,194.98	1,515.98	.00	-10,194.98	100.0%
51000	CALPERS PENSION NORMAL COST	759,445	759,445	679,645.29	67,056.40	.00	79,799.71	89.5%
51010	CALPERS PENSION UAL	942,160	942,160	942,160.00	78,513.26	.00	.00	100.0%

YEAR-TO-DATE BUDGET REPORT
EXPENSES - JUNE 2024

FOR 2024 12

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
51030 RETIREMENT ENHANCEMENT PLAN	360,582	360,582	330,027.05	33,841.78	.00	30,554.95	91.5%
51160 CITY PAID EMPLOYEE BENEFITS	2,246,058	2,246,058	1,974,561.50	194,157.45	.00	271,496.50	87.9%
51210 RETIREE HEALTH INS PLAN	51,580	51,580	47,960.14	3,356.37	.00	3,619.86	93.0%
51300 WORKERS COMPENSATION	419,213	419,213	419,213.00	33,418.51	.00	.00	100.0%
51400 AUTO ALLOWANCE	1,050	1,050	1,055.79	102.98	.00	-5.79	100.6%
51425 TREATMENT CERTIFICAT PAY	0	0	186.93	186.93	.00	-186.93	100.0%
52000 POSTAGE	11,500	11,500	3,794.19	111.08	.00	7,705.81	33.0%
52100 CHEMICALS	1,875,000	1,875,000	1,892,116.98	293,939.19	4,869.23	-21,986.21	101.2%
52110 REPAIR PARTS	381,000	407,000	252,230.41	77,675.02	5,899.50	148,870.09	63.4%
52200 SUBSCRIPTIONS & PUBLS	100	100	99.00	99.00	.00	1.00	99.0%
52300 UNIFORMS	64,000	71,200	39,309.35	5,152.18	19,032.45	12,858.20	81.9%
52310 TRAINING-WORKSHOP-MTGS	100,000	134,000	36,231.05	916.64	42,950.00	54,818.95	59.1%
52330 EDUCATION REIMBURSEMENT	10,000	10,000	4,000.00	1,300.00	.00	6,000.00	40.0%
52340 MEMBERSHIPS	43,550	43,550	48,094.26	1,835.36	.00	-4,544.26	110.4%
52400 MINOR EQUIPMENT	865,000	1,099,000	1,067,129.94	342,182.15	45,556.39	-13,686.33	101.2%
52610 SUPPLIES SAFETY	90,000	103,800	67,231.48	27,099.29	.00	36,568.52	64.8%
52900 MISC SUPPLIES	40,000	126,200	78,173.93	34,385.37	.00	48,026.07	61.9%
53000 SOFTWARE EXPENSE	0	25,000	44,870.97	2,096.42	12,105.25	-31,976.22	227.9%
53010 SERVICES PRINTING BINDING	16,000	21,500	5,090.32	123.45	.00	16,409.68	23.7%
53020 INTERNAL PHOTOCOPING COSTS	4,000	4,000	7,858.97	1,025.96	.00	-3,858.97	196.5%
53110 SERVICES MEDICAL	4,800	4,800	1,495.00	200.00	.00	3,305.00	31.1%
53200 PROF SERVICES - OTHER	4,406,000	3,508,761	2,540,867.52	490,315.97	273,048.27	694,845.48	80.2%
53220 SERVICES LEGAL SERVICES	300,000	219,500	531.00	236.00	4,470.00	214,499.00	2.3%
53250 ADVERTISING	15,000	15,000	.00	.00	.00	15,000.00	.0%
53260 LEGAL ADVOCACY	11,000	11,000	9,489.65	966.00	.00	1,510.35	86.3%
53420 TEST MONITOR COMPLIANCE	400,000	665,000	596,530.88	58,989.35	59,921.72	8,547.40	98.7%
54010 UTILITY EXPENSE-ELECTRIC	1,560,918	1,660,918	1,655,123.05	176,827.67	.00	5,794.95	99.7%
54020 UTILITY EXPENSE - GAS	250,000	250,000	178,087.19	8,068.31	51,460.00	20,452.81	91.8%
54030 UTILITY EXPENSE- WASTEWATER	15,000	15,000	11,820.12	1,025.35	.00	3,179.88	78.8%
54040 UTILITY EXPENSE WATER	90,000	90,000	111,812.53	9,598.39	.00	-21,812.53	124.2%
54050 UTIL EXP REFUSE AND DISPOSE	1,500,000	1,500,000	1,486,706.83	230,788.09	3,056.04	10,237.13	99.3%
54080 TELEPHONE CHGS	46,000	75,900	71,964.16	5,874.32	.00	3,935.84	94.8%
54090 UNLEADED FUEL	160,000	249,500	138,950.85	44,755.87	.00	110,549.15	55.7%
54355 UTILITY RATE ASSIST CREDIT	0	80,500	70,655.00	70,655.00	.00	9,845.00	87.8%
55010 BUILDING MAINT & REPAIR	80,000	80,000	15,120.18	.00	.00	64,879.82	18.9%
55020 EQUIPMENT MAINTENANCE	100,000	0	.00	.00	.00	.00	.0%
55030 VEHICLE MAINTENANCE	90,033	147,533	76,617.46	16,182.23	77.84	70,837.70	52.0%
56040 CAPEX - MACHINERY/EQUIP	1,782,500	1,701,061	1,250,117.42	548,085.79	332,869.40	118,073.91	93.1%
57000 RENTALS & LEASES	240,000	441,600	292,045.23	31,980.75	1,905.36	147,649.41	66.6%
57110 TAXES AND FILING FEES	285,000	295,100	279,067.82	684.50	.00	16,032.18	94.6%
57200 BAD DEBT EXPENSE	40,000	40,000	15,404.62	25,136.39	.00	24,595.38	38.5%
57500 PRINCIPAL PAYMENTS	5,550,000	5,550,000	5,550,000.00	.00	.00	.00	100.0%
57510 INTEREST & PENALTIES EXPENSE	3,880,500	3,880,500	3,255,356.31	-317,672.37	.00	625,143.69	83.9%
59000 TRANSFERS OUT (LABOR)	15,000	15,000	.00	.00	.00	15,000.00	.0%

YEAR-TO-DATE BUDGET REPORT
EXPENSES - JUNE 2024

FOR 2024 12

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
59100 CUSTOMER BILLING CHARGES	608,390	608,390	608,390.00	50,699.13	.00	.00	100.0%
59200 IT & DATA PROCESSING CHGS	779,049	779,049	779,049.00	64,920.64	.00	.00	100.0%
59300 LIABILITY INSURANCE CHGS	367,161	367,161	369,099.64	30,758.26	.00	-1,938.64	100.5%
59400 TELEPHONE CHGS HIPC	141,352	141,352	141,352.00	11,779.37	.00	.00	100.0%
59500 FLEET EQUIP MAINT ISF CHG	42,391	42,391	43,108.51	683.99	.00	-717.51	101.7%
59600 INDIRECT PRORATED CST CHG	1,259,754	1,259,754	1,259,754.00	104,979.61	.00	.00	100.0%
59700 FACILITY CHG MAINTENANCE	140,049	153,151	153,151.33	24,773.08	.00	.00	100.0%
59800 TRANSFERS OUT - CIP	13,930,960	37,825,145	2,783,172.87	1,669,844.70	.00	35,041,971.96	7.4%
59900 TRANSFERS OUT - DEBT	0	30,960	30,958.93	.00	.00	1.07	100.0%
60200 CAPITAL ASSET OFFSET	0	0	-1,241,334.95	-571,401.02	.00	1,241,334.95	100.0%
60300 INTERFUND ADVANCE OFFSET	0	0	2,838,194.00	2,838,194.00	.00	-2,838,194.00	100.0%
60400 DEPRECIATION EXPENSE	0	0	67.88	67.88	.00	-67.88	100.0%
60500 DEBT OFFSET	0	0	-5,550,000.00	.00	.00	5,550,000.00	100.0%
TOTAL WASTEWATER OPERATING FUND	54,224,041	78,268,910	35,042,606.29	7,551,823.80	857,221.45	42,369,082.42	45.9%
612 WASTEWATER CIP FUND							
53200 PROF SERVICES - OTHER	200,000	9,236,026	3,088,818.12	623,947.32	2,995,660.45	3,151,547.81	65.9%
53270 CONSTRUCTION SERVICES	13,700,000	82,349,576	20,586,354.57	3,522,764.00	28,513,438.26	33,249,782.97	59.6%
56020 CAPEX - IMPRV OTH. THN BLDGS	0	3,346,843	.00	.00	.00	3,346,843.00	.0%
56050 CAPEX - INFRASTRUCTURE	0	1,917,559	.00	.00	790,397.00	1,127,162.00	41.2%
57800 FOR CONTINGENCIES	0	1,316,500	.00	.00	.00	1,316,500.00	.0%
59000 TRANSFERS OUT (LABOR)	0	5,001,325	272,787.65	26,600.50	.00	4,728,537.54	5.5%
TOTAL WASTEWATER CIP FUND	13,900,000	103,167,829	23,947,960.34	4,173,311.82	32,299,495.71	46,920,373.32	54.5%
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	20,024.00	1,668.63	.00	.00	100.0%
TOTAL WASTEWATER CONNECTION FEE F	1,195,024	1,315,504	20,024.00	1,668.63	.00	1,295,480.00	1.5%
617 WASTEWATER BONDS/SRF LOANS							

YEAR-TO-DATE BUDGET REPORT
EXPENSES - JUNE 2024

FOR 2024 12

617	WASTEWATER BONDS/SRF LOANS	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
59800	TRANSFERS OUT - CIP	0	54,682,739	20,163,978.75	7,558,713.81	.00	34,518,760.14	36.9%
	TOTAL WASTEWATER BONDS/SRF LOANS	0	54,682,739	20,163,978.75	7,558,713.81	.00	34,518,760.14	36.9%

631 SOLID WASTE OPERATING FUND

50000	SALARIES - REGULAR	12,463,439	12,577,710	11,714,300.70	1,150,485.59	.00	863,409.30	93.1%
50100	SALARIES - TEMPORARY	56,461	56,461	43,754.08	6,207.12	.00	12,706.92	77.5%
50200	OVERTIME WAGES	1,630,283	1,640,283	4,193,626.83	446,328.83	.00	-2,553,343.83	255.7%
50410	WORKERS COMP SALARY CONTINUE	0	0	59,766.17	.00	.00	-59,766.17	100.0%
51000	CALPERS PENSION NORMAL COST	1,306,426	1,318,707	1,212,508.97	116,376.25	.00	106,198.03	91.9%
51010	CALPERS PENSION UAL	2,030,156	2,054,099	2,054,099.00	171,174.77	.00	.00	100.0%
51030	RETIREMENT ENHANCEMENT PLAN	668,599	675,372	624,559.10	58,548.98	.00	50,812.90	92.5%
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	4,287,493.61	400,883.18	.00	278,554.39	93.9%
51210	RETIREE HEALTH INS PLAN	52,141	52,141	48,481.45	3,392.84	.00	3,659.55	93.0%
51300	WORKERS COMPENSATION	897,976	867,044	867,044.00	72,253.63	.00	.00	100.0%
51400	AUTO ALLOWANCE	1,050	1,050	1,055.79	102.98	.00	-5.79	100.6%
51420	TOOL AND EQUIPMENT ALLOWANCE	14,250	14,250	13,775.00	.00	.00	475.00	96.7%
52000	POSTAGE	3,000	3,000	2,279.37	892.22	.00	720.63	76.0%
52110	REPAIR PARTS	190,000	190,000	145,690.05	33,273.15	.00	44,309.95	76.7%
52200	SUBSCRIPTIONS & PUBLS	495	495	.00	.00	.00	495.00	.0%
52300	UNIFORMS	150,000	150,000	138,848.39	15,302.53	6,686.36	4,465.25	97.0%
52310	TRAINING-WORKSHOP-MTGS	30,000	30,000	21,117.18	5,135.36	.00	8,882.82	70.4%
52330	EDUCATION REIMBURSEMENT	6,500	6,500	.00	.00	.00	6,500.00	.0%
52340	MEMBERSHIPS	10,000	12,000	10,755.00	5,565.00	.00	1,245.00	89.6%
52400	MINOR EQUIPMENT	1,202,800	1,450,858	1,209,651.77	101,290.80	571.22	240,634.93	83.4%
52510	PUBLIC OUTREACH	7,000	7,000	6,733.94	2,549.99	.00	266.06	96.2%
52610	SUPPLIES SAFETY	79,000	79,000	51,922.37	3,242.57	.00	27,077.63	65.7%
52900	MISC SUPPLIES	37,000	37,000	24,790.39	4,259.22	.00	12,209.61	67.0%
53000	SOFTWARE EXPENSE	5,000	5,000	.00	.00	.00	5,000.00	.0%
53020	INTERNAL PHOTOCOPING COSTS	6,691	6,691	6,490.79	1,760.24	.00	200.21	97.0%
53200	PROF SERVICES - OTHER	1,877,312	1,814,812	1,286,021.22	215,808.90	216,980.42	311,810.36	82.8%
53250	ADVERTISING	89,500	104,501	37,069.23	7,819.23	23,405.00	44,026.27	57.9%
53260	LEGAL ADVOCACY	15,000	15,000	9,487.65	958.00	.00	5,512.35	63.3%
53500	BANK CHARGES	37,180	37,180	37,051.35	7,866.21	.00	128.65	99.7%
54010	UTILITY EXPENSE-ELECTRIC	110,151	110,151	140,853.27	20,086.42	.00	-30,702.27	127.9%
54020	UTILITY EXPENSE - GAS	2,600	2,600	906.80	35.92	.00	1,693.20	34.9%
54030	UTILITY EXPENSE- WASTEWATER	1,800	1,800	1,666.80	136.38	.00	133.20	92.6%
54040	UTILITY EXPENSE WATER	18,000	18,000	9,533.33	1,083.16	.00	8,466.67	53.0%
54050	UTIL EXP REFUSE AND DISPOSE	10,700,000	10,640,750	10,448,834.44	1,715,946.26	194,915.56	-3,000.00	100.0%
54080	TELEPHONE CHGS	50,000	50,000	49,391.77	4,478.24	.00	608.23	98.8%

YEAR-TO-DATE BUDGET REPORT
EXPENSES - JUNE 2024

FOR 2024 12

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
54090 UNLEADED FUEL	245,000	245,000	198,344.60	19,203.15	.00	46,655.40	81.0%
54200 RECYCLES BUY BACK	2,700,000	2,530,000	1,300,426.80	100,640.11	.00	1,229,573.20	51.4%
54300 GREENWASTE PROCESSING	1,000,000	950,000	914,046.18	188,448.10	.00	35,953.82	96.2%
54355 UTILITY RATE ASSIST CREDIT	0	80,500	70,655.00	70,655.00	.00	9,845.00	87.8%
54400 SUPP WASTE HAULING	1,500,000	1,480,000	1,301,845.97	184,574.81	.00	178,154.03	88.0%
55010 BUILDING MAINT & REPAIR	150,000	150,000	30,639.86	.00	.00	119,360.14	20.4%
55030 VEHICLE MAINTENANCE	200,000	200,000	155,895.00	17,975.00	.00	44,105.00	77.9%
56040 CAPEX - MACHINERY/EQUIP	515,000	534,300	162,106.02	16,114.70	.00	372,193.98	30.3%
57000 RENTALS & LEASES	1,414,235	1,367,942	1,157,147.48	131,134.79	399.33	210,395.19	84.6%
57110 TAXES AND FILING FEES	75,000	75,000	51,639.92	5,863.81	.00	23,360.08	68.9%
57200 BAD DEBT EXPENSE	30,000	30,000	202,827.37	206,337.62	.00	-172,827.37	676.1%
57500 PRINCIPAL PAYMENTS	1,928,565	1,928,565	1,928,564.50	.00	.00	.50	100.0%
57510 INTEREST & PENALTIES EXPENSE	174,885	174,885	169,457.83	22,177.69	.00	5,427.17	96.9%
59000 TRANSFERS OUT (LABOR)	50,000	50,000	13,975.69	5,235.90	.00	36,024.31	28.0%
59100 CUSTOMER BILLING CHARGES	912,584	912,584	912,584.00	76,048.63	.00	.00	100.0%
59200 IT & DATA PROCESSING CHGS	1,777,675	1,705,682	1,705,682.00	142,140.24	.00	.00	100.0%
59300 LIABILITY INSURANCE CHGS	793,645	800,761	802,699.64	66,891.52	.00	-1,938.64	100.2%
59400 TELEPHONE CHGS HIPC	38,318	38,318	38,318.00	3,193.13	.00	.00	100.0%
59500 FLEET EQUIP MAINT ISF CHG	4,171,212	4,140,900	3,807,438.14	393,127.94	.00	333,461.86	91.9%
59600 INDIRECT PRORATED CST CHG	1,786,879	1,786,879	1,786,879.00	148,906.51	.00	.00	100.0%
59700 FACILITY CHG MAINTENANCE	125,453	137,190	137,189.80	22,191.29	.00	.00	100.0%
59800 TRANSFERS OUT - CIP	77,948	4,686,048	453,820.94	2,208.82	.00	4,232,226.76	9.7%
59900 TRANSFERS OUT - DEBT	0	77,948	77,947.14	.00	.00	.86	100.0%
60200 CAPITAL ASSET OFFSET	0	0	-162,106.02	-16,114.70	.00	162,106.02	100.0%
60300 INTERFUND ADVANCE OFFSET	0	0	2,606,065.00	2,606,065.00	.00	-2,606,065.00	100.0%
60500 DEBT OFFSET	0	0	-1,944,094.56	.00	.00	1,944,094.56	100.0%

TOTAL SOLID WASTE OPERATING FUND	57,956,632	62,702,621	56,664,171.70	8,986,263.03	442,957.89	5,595,491.33	91.1%
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632 SOLID WASTE CIP FUND

53200 PROF SERVICES - OTHER	0	310,638	14,188.88	.00	.00	296,449.19	4.6%
53270 CONSTRUCTION SERVICES	0	3,705,500	387,626.11	.00	1,067,693.74	2,250,180.62	39.3%
56040 CAPEX - MACHINERY/EQUIP	0	808,708	.00	.00	.00	808,707.95	.0%
57800 FOR CONTINGENCIES	0	502,500	.00	.00	.00	502,500.00	.0%
59000 TRANSFERS OUT (LABOR)	0	177,447	52,005.95	1,991.79	.00	125,441.26	29.3%

TOTAL SOLID WASTE CIP FUND	0	5,504,794	453,820.94	1,991.79	1,067,693.74	3,983,279.02	27.6%
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638 SOLID WASTE SEC - CONT PREV FU

YEAR-TO-DATE BUDGET REPORT
EXPENSES - JUNE 2024

FOR 2024 12

638	SOLID WASTE SEC - CONT PREV FU	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
53200	PROF SERVICES - OTHER	163,000	163,000	163,000.00	13,076.97	.00	.00	100.0%
59800	TRANSFERS OUT - CIP	0	299,350	.00	.00	.00	299,350.00	.0%
	TOTAL SOLID WASTE SEC - CONT PREV	163,000	462,350	163,000.00	13,076.97	.00	299,350.00	35.3%
641 PERFORMING ARTS CENTER FUND								
54010	UTILITY EXPENSE-ELECTRIC	72,000	72,000	.00	.00	.00	72,000.00	.0%
54030	UTILITY EXPENSE- WASTEWATER	4,588	4,588	1,925.98	154.19	.00	2,662.02	42.0%
54040	UTILITY EXPENSE WATER	10,493	10,493	9,577.91	752.18	.00	915.09	91.3%
54050	UTIL EXP REFUSE AND DISPOSE	21,336	21,336	22,941.14	1,923.99	.00	-1,605.14	107.5%
55010	BUILDING MAINT & REPAIR	120,857	120,857	29,929.90	19,503.27	20,805.93	70,121.17	42.0%
57110	TAXES AND FILING FEES	200	200	.00	.00	.00	200.00	.0%
	TOTAL PERFORMING ARTS CENTER FUND	229,474	229,474	64,374.93	22,333.63	20,805.93	144,293.14	37.1%
651 GOLF COURSE OPERATING FUND								
50000	SALARIES - REGULAR	26,173	26,173	23,925.75	2,029.13	.00	2,247.25	91.4%
51000	CALPERS PENSION NORMAL COST	2,725	2,725	2,325.37	209.96	.00	399.63	85.3%
51010	CALPERS PENSION UAL	1,632	1,632	1,632.00	136.00	.00	.00	100.0%
51160	CITY PAID EMPLOYEE BENEFITS	5,134	5,134	4,589.35	362.38	.00	544.65	89.4%
51300	WORKERS COMPENSATION	1,460	1,460	1,460.00	121.63	.00	.00	100.0%
52400	MINOR EQUIPMENT	347,800	347,800	339,056.84	108,674.75	.00	8,743.16	97.5%
53020	INTERNAL PHOTOCOPING COSTS	0	0	715.46	176.37	.00	-715.46	100.0%
53200	PROF SERVICES - OTHER	4,067,821	5,030,096	3,726,595.51	1,118,658.31	.00	1,303,500.49	74.1%
53210	SERVICES AUDIT	10,000	20,000	20,000.00	.00	.00	.00	100.0%
53500	BANK CHARGES	106,517	146,517	160,249.00	16,583.99	.00	-13,732.00	109.4%
54010	UTILITY EXPENSE-ELECTRIC	234,000	234,000	203,485.89	27,641.16	.00	30,514.11	87.0%
54040	UTILITY EXPENSE WATER	430,000	430,000	177,931.25	-35,163.83	.00	252,068.75	41.4%
54050	UTIL EXP REFUSE AND DISPOSE	15,000	15,000	10,233.73	3,866.96	.00	4,766.27	68.2%
54070	INTERNET CHARGES	12,894	12,894	8,309.85	5,540.85	.00	4,584.15	64.4%
54080	TELEPHONE CHGS	8,800	8,800	7,046.00	.00	.00	1,754.00	80.1%
55030	VEHICLE MAINTENANCE	35,052	33,002	26,552.00	.00	.00	6,450.00	80.5%
56040	CAPEX - MACHINERY/EQUIP	100,000	19,124	12,779.00	12,779.00	.00	6,345.00	66.8%
57110	TAXES AND FILING FEES	24,502	26,552	.00	.00	.00	26,552.00	.0%
57500	PRINCIPAL PAYMENTS	144,647	144,647	144,646.56	.00	.00	.44	100.0%
57510	INTEREST & PENALTIES EXPENSE	14,694	14,694	14,693.50	.00	.00	.50	100.0%
58100	GENERAL LIABILITY INSURANCE	126,000	126,000	102,632.25	30,790.35	.00	23,367.75	81.5%
59200	IT & DATA PROCESSING CHGS	1,353	1,353	1,353.00	112.75	.00	.00	100.0%

YEAR-TO-DATE BUDGET REPORT
EXPENSES - JUNE 2024

FOR 2024 12

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
59300 LIABILITY INSURANCE CHGS	1,391	1,391	1,391.00	115.88	.00	.00	100.0%
59400 TELEPHONE CHGS HIPC	10,962	10,962	10,962.00	913.50	.00	.00	100.0%
59600 INDIRECT PRORATED CST CHG	48,464	48,464	48,464.00	4,038.63	.00	.00	100.0%
59800 TRANSFERS OUT - CIP	0	588,786	53,651.70	18,875.61	.00	535,134.62	9.1%
60300 INTERFUND ADVANCE OFFSET	0	0	-144,646.56	.00	.00	144,646.56	100.0%
TOTAL GOLF COURSE OPERATING FUND	5,777,021	7,297,206	4,960,034.45	1,316,463.38	.00	2,337,171.87	68.0%
652 GOLF COURSE CIP FUND							
53200 PROF SERVICES - OTHER	0	157,236	38,050.16	7,656.20	28,160.82	91,025.34	42.1%
53270 CONSTRUCTION SERVICES	0	426,550	.00	.00	.00	426,550.00	.0%
56010 CAPEX - BUILDINGS	0	510,000	.00	.00	.00	510,000.00	.0%
59000 TRANSFERS OUT (LABOR)	0	95,000	15,601.54	4,023.65	.00	79,398.46	16.4%
TOTAL GOLF COURSE CIP FUND	0	1,188,786	53,651.70	11,679.85	28,160.82	1,106,973.80	6.9%
701 PUBLIC LIAB & PROP INSUR ISF							
50000 SALARIES - REGULAR	186,624	186,624	164,525.02	16,462.09	.00	22,098.98	88.2%
50200 OVERTIME WAGES	0	0	33.58	.00	.00	-33.58	100.0%
51000 CALPERS PENSION NORMAL COST	18,227	18,227	17,072.14	1,702.75	.00	1,154.86	93.7%
51010 CALPERS PENSION UAL	16,869	16,869	16,869.00	1,405.75	.00	.00	100.0%
51030 RETIREMENT ENHANCEMENT PLAN	33,181	33,181	16,998.11	1,758.56	.00	16,182.89	51.2%
51160 CITY PAID EMPLOYEE BENEFITS	46,991	46,991	37,964.30	3,895.70	.00	9,026.70	80.8%
51300 WORKERS COMPENSATION	10,323	10,323	10,323.00	860.25	.00	.00	100.0%
51400 AUTO ALLOWANCE	210	210	209.92	20.60	.00	.08	100.0%
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%
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	250,013.84	17,239.67	21,099.16	-1,113.00	100.4%
53220 SERVICES LEGAL SERVICES	15,113	15,113	2,632.50	.00	2,515.00	9,965.50	34.1%
55010 BUILDING MAINT & REPAIR	3,324	3,324	.00	.00	.00	3,324.00	.0%
58050 LOSS CONTROL ACTIVITIES	110,000	110,000	.00	.00	.00	110,000.00	.0%
58200 PHYSICAL DMG INS NON AUTO	1,635,000	1,635,000	1,375,442.00	.00	.00	259,558.00	84.1%

YEAR-TO-DATE BUDGET REPORT
EXPENSES - JUNE 2024

FOR 2024 12

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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	4,500,000	4,250,949.47	374,209.50	.00	249,050.53	94.5%
58500 WORKERS COMP CLAIMS	316,768	316,768	.00	.00	.00	316,768.00	.0%
59300 LIABILITY INSURANCE CHGS	15,622	15,622	15,622.00	1,301.87	.00	.00	100.0%
59600 INDIRECT PRORATED CST CHG	93,938	93,938	93,938.00	7,828.13	.00	.00	100.0%
TOTAL PUBLIC LIAB & PROP INSUR IS	8,575,923	10,575,923	9,018,062.88	426,684.87	23,614.16	1,534,245.96	85.5%
702 WORKERS COMP INSUR ISF							
50000 SALARIES - REGULAR	493,337	493,337	401,126.35	40,341.51	.00	92,210.65	81.3%
51000 CALPERS PENSION NORMAL COST	51,356	51,356	41,660.81	4,172.58	.00	9,695.19	81.1%
51010 CALPERS PENSION UAL	42,989	42,989	42,989.00	3,582.38	.00	.00	100.0%
51030 RETIREMENT ENHANCEMENT PLAN	13,649	13,649	13,597.95	1,406.72	.00	51.05	99.6%
51160 CITY PAID EMPLOYEE BENEFITS	109,149	109,149	83,328.57	8,219.26	.00	25,820.43	76.3%
51210 RETIREE HEALTH INS PLAN	1,682	1,682	1,563.92	109.47	.00	118.08	93.0%
51300 WORKERS COMPENSATION	21,715	21,715	21,715.00	1,809.62	.00	.00	100.0%
51400 AUTO ALLOWANCE	210	210	210.01	20.61	.00	-.01	100.0%
52000 POSTAGE	63	63	55.13	.00	.00	7.87	87.5%
52310 TRAINING-WORKSHOP-MTGS	432	432	6,425.51	4,478.51	.00	-5,993.51	1487.4%
52320 MILEAGE REIMBURSEMENTS	0	0	127.06	.00	.00	-127.06	100.0%
52400 MINOR EQUIPMENT	65	65	.00	.00	.00	65.00	.0%
52900 MISC SUPPLIES	950	950	209.92	.00	.00	740.08	22.1%
53020 INTERNAL PHOTOCOPING COSTS	400	400	.00	.00	.00	400.00	.0%
53200 PROF SERVICES - OTHER	328,000	328,000	264,931.26	66,121.52	50,317.78	12,750.96	96.1%
54080 TELEPHONE CHGS	0	0	1,337.14	129.54	.00	-1,337.14	100.0%
57110 TAXES AND FILING FEES	475,000	475,000	145,448.38	.00	.00	329,551.62	30.6%
58050 LOSS CONTROL ACTIVITIES	175,000	175,000	59,539.33	29,869.19	66,568.75	48,891.92	72.1%
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	5,318,015.60	380,390.86	29,382.50	1,915,914.90	73.6%
59300 LIABILITY INSURANCE CHGS	36,572	36,572	36,572.00	3,047.63	.00	.00	100.0%
59600 INDIRECT PRORATED CST CHG	229,099	229,099	229,099.00	19,091.62	.00	.00	100.0%
TOTAL WORKERS COMP INSUR ISF	9,917,981	9,917,981	7,305,880.94	562,791.02	146,269.03	2,465,831.03	75.1%
725 CUSTOMER BILLING OPS ISF							
50000 SALARIES - REGULAR	917,673	917,673	829,682.73	79,313.45	.00	87,990.27	90.4%
50100 SALARIES - TEMPORARY	0	0	16,714.75	.00	.00	-16,714.75	100.0%
50200 OVERTIME WAGES	0	0	1,633.70	556.18	.00	-1,633.70	100.0%

YEAR-TO-DATE BUDGET REPORT
EXPENSES - JUNE 2024

FOR 2024 12

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
51000 CALPERS PENSION NORMAL COST	95,530	95,530	85,875.74	8,299.47	.00	9,654.26	89.9%
51010 CALPERS PENSION UAL	145,781	145,781	145,781.00	12,148.49	.00	.00	100.0%
51030 RETIREMENT ENHANCEMENT PLAN	50,844	50,844	39,044.49	2,145.25	.00	11,799.51	76.8%
51160 CITY PAID EMPLOYEE BENEFITS	340,217	340,217	307,524.82	30,002.71	.00	32,692.18	90.4%
51210 RETIREE HEALTH INS PLAN	6,167	6,167	5,734.36	401.31	.00	432.64	93.0%
51300 WORKERS COMPENSATION	50,919	50,919	50,919.00	4,243.25	.00	.00	100.0%
51400 AUTO ALLOWANCE	2,625	2,625	2,478.57	55.54	.00	146.43	94.4%
52000 POSTAGE	238,560	238,560	253,494.39	46,054.41	9,489.58	-24,423.97	110.2%
52200 SUBSCRIPTIONS & PUBLS	24,000	24,000	15,732.69	7,667.66	.00	8,267.31	65.6%
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	.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	3,306.02	206.09	.00	1,693.98	66.1%
53010 SERVICES PRINTING BINDING	74,258	74,258	53,138.18	9,500.24	4,935.82	16,184.00	78.2%
53020 INTERNAL PHOTOCOPING COSTS	4,815	4,815	3,754.60	652.88	.00	1,060.40	78.0%
53200 PROF SERVICES - OTHER	68,959	68,959	44,683.57	8,096.95	20,326.13	3,949.30	94.3%
53500 BANK CHARGES	475,860	475,860	369,008.73	57,194.61	28,666.74	78,184.53	83.6%
54080 TELEPHONE CHGS	551	551	546.32	-20.36	.00	4.68	99.2%
55020 EQUIPMENT MAINTENANCE	52,662	52,662	.00	.00	.00	52,662.00	.0%
57300 LEASE PMT CAP GROWTH FEES	29,286	29,286	29,286.00	.00	.00	.00	100.0%
59200 IT & DATA PROCESSING CHGS	120,542	120,542	120,542.00	10,045.13	.00	.00	100.0%
59300 LIABILITY INSURANCE CHGS	77,054	77,054	77,054.00	6,421.13	.00	.00	100.0%
59400 TELEPHONE CHGS HIPC	19,980	19,980	19,980.00	1,665.00	.00	.00	100.0%
59600 INDIRECT PRORATED CST CHG	194,039	194,039	194,039.00	16,169.88	.00	.00	100.0%
59700 FACILITY CHG MAINTENANCE	45,245	49,478	49,477.91	8,003.29	.00	.00	100.0%
TOTAL CUSTOMER BILLING OPS ISF	3,043,732	3,047,965	2,720,677.57	308,822.56	63,418.27	263,869.07	91.3%

731 INFORMATION TECHNOLOGY ISF

50000 SALARIES - REGULAR	4,185,991	2,525,991	2,044,201.78	261,839.00	.00	481,789.22	80.9%
50100 SALARIES - TEMPORARY	65,420	65,420	115,108.75	.00	.00	-49,688.75	176.0%
50200 OVERTIME WAGES	50,000	50,000	68,844.57	5,061.67	.00	-18,844.57	137.7%
50410 WORKERS COMP SALARY CONTINUE	0	0	161.69	161.69	.00	-161.69	100.0%
51000 CALPERS PENSION NORMAL COST	421,521	341,521	208,506.56	26,579.48	.00	133,014.44	61.1%
51010 CALPERS PENSION UAL	380,912	380,912	380,912.00	31,742.74	.00	.00	100.0%
51030 RETIREMENT ENHANCEMENT PLAN	84,262	84,262	84,246.66	8,168.30	.00	15.34	100.0%
51160 CITY PAID EMPLOYEE BENEFITS	1,007,129	747,129	520,241.98	63,215.77	.00	226,887.02	69.6%
51210 RETIREE HEALTH INS PLAN	12,334	12,334	11,468.73	802.60	.00	865.27	93.0%
51300 WORKERS COMPENSATION	233,656	233,656	233,656.00	19,471.26	.00	.00	100.0%
51400 AUTO ALLOWANCE	4,200	4,200	3,481.19	411.93	.00	718.81	82.9%
52000 POSTAGE	0	0	5.04	.00	.00	-5.04	100.0%

YEAR-TO-DATE BUDGET REPORT
EXPENSES - JUNE 2024

FOR 2024 12

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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	2,106,000	1,102,283.63	709,711.29	163,492.71	840,223.66	60.1%
52900 MISC SUPPLIES	0	0	52,511.52	5,853.05	.00	-52,511.52	100.0%
53000 SOFTWARE EXPENSE	0	0	852,136.40	26,073.80	6,415.24	-858,551.64	100.0%
53001 SOFTWARE SUBSCRIPTION	50,000	210,110	1,940,507.08	149,607.44	277,868.82	-2,008,265.90	1055.8%
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	432,144.60	411,188.10	.00	-7,144.60	101.7%
53020 INTERNAL PHOTOCOPING COSTS	18,746	18,746	3,088.84	606.61	.00	15,657.16	16.5%
53200 PROF SERVICES - OTHER	3,978,595	4,254,595	431,084.47	133,384.78	270,072.28	3,553,438.25	16.5%
53290 OUTSIDE SERVICES	155,000	155,000	50,493.22	.00	.00	104,506.78	32.6%
53400 PROFESSIONAL SERVICES - HR	7,539	7,539	.00	.00	.00	7,539.00	.0%
53500 BANK CHARGES	0	0	428.50	.00	.00	-428.50	100.0%
54070 INTERNET CHARGES	123,540	123,540	111,842.72	11,375.71	43,200.00	-31,502.72	125.5%
54080 TELEPHONE CHGS	615,300	615,300	486,556.85	129,899.66	3,570.96	125,172.19	79.7%
55020 EQUIPMENT MAINTENANCE	0	0	3,595.00	.00	.00	-3,595.00	100.0%
56040 CAPEX - MACHINERY/EQUIP	0	100,000	62,948.88	.00	37,051.12	.00	100.0%
57000 RENTALS & LEASES	0	24,000	20,119.96	1,758.66	4,059.08	-179.04	100.7%
57800 FOR CONTINGENCIES	500,000	0	.00	.00	.00	.00	.0%
59300 LIABILITY INSURANCE CHGS	220,304	220,304	220,304.00	18,358.63	.00	.00	100.0%
59500 FLEET EQUIP MAINT ISF CHG	1,441	1,441	3,503.87	347.69	.00	-2,062.87	243.2%
59600 INDIRECT PRORATED CST CHG	330,971	330,971	330,971.00	27,580.99	.00	.00	100.0%
59700 FACILITY CHG MAINTENANCE	99,761	109,094	109,094.17	17,646.55	.00	.00	100.0%
59800 TRANSFERS OUT - CIP	73,701	293,487	4,384.11	265.00	.00	289,103.36	1.5%
59900 TRANSFERS OUT - DEBT	0	73,701	73,700.20	.00	.00	.80	100.0%
60200 CAPITAL ASSET OFFSET	0	0	-62,948.88	.00	.00	62,948.88	100.0%
TOTAL INFORMATION TECHNOLOGY ISF	13,183,523	13,546,454	9,906,074.85	2,061,112.40	805,730.21	2,834,648.58	79.1%
732 IT CAPITAL							
53200 PROF SERVICES - OTHER	0	189,270	.00	.00	.00	189,270.00	.0%
56030 CAPEX - VEHICLES	0	42,155	.00	.00	.00	42,154.70	.0%
56050 CAPEX - INFRASTRUCTURE	0	104,217	4,384.11	.00	33,579.36	66,254.00	36.4%
TOTAL IT CAPITAL	0	335,642	4,384.11	.00	33,579.36	297,678.70	11.3%
735 FACILITIES MAINTENANCE ISF							

YEAR-TO-DATE BUDGET REPORT
EXPENSES - JUNE 2024

FOR 2024 12

735	FACILITIES MAINTENANCE ISF	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50000	SALARIES - REGULAR	2,302,957	2,149,266	2,090,148.99	213,468.46	.00	59,117.01	97.2%
50100	SALARIES - TEMPORARY	32,000	4,000	8.48	.00	.00	3,991.52	.2%
50200	OVERTIME WAGES	35,000	35,000	39,035.26	5,209.79	.00	-4,035.26	111.5%
50410	WORKERS COMP SALARY CONTINUE	0	0	3,811.77	.00	.00	-3,811.77	100.0%
51000	CALPERS PENSION NORMAL COST	247,360	233,580	213,768.60	21,403.92	.00	19,811.40	91.5%
51010	CALPERS PENSION UAL	386,790	386,790	386,790.00	32,232.50	.00	.00	100.0%
51030	RETIREMENT ENHANCEMENT PLAN	221,097	221,097	220,464.94	21,436.54	.00	632.06	99.7%
51160	CITY PAID EMPLOYEE BENEFITS	828,189	772,885	698,216.72	69,053.01	.00	74,668.28	90.3%
51210	RETIREE HEALTH INS PLAN	20,184	20,184	18,767.01	1,313.35	.00	1,416.99	93.0%
51300	WORKERS COMPENSATION	181,624	181,624	181,624.00	15,135.37	.00	.00	100.0%
51400	AUTO ALLOWANCE	210	210	211.14	20.61	.00	-1.14	100.5%
52200	SUBSCRIPTIONS & PUBLS	0	0	600.00	.00	.00	-600.00	100.0%
52300	UNIFORMS	17,000	17,000	6,115.46	3,011.56	2,940.22	7,944.32	53.3%
52310	TRAINING-WORKSHOP-MTGS	299	2,299	.00	.00	.00	2,299.00	.0%
52400	MINOR EQUIPMENT	312,116	332,891	252,036.75	49,304.53	.00	80,854.25	75.7%
52600	SUPPLIES CUSTODIAL	80,000	85,000	81,119.35	23,498.06	23.90	3,856.75	95.5%
52900	MISC SUPPLIES	2,000	2,000	4,132.74	742.53	.00	-2,132.74	206.6%
53020	INTERNAL PHOTOCOPING COSTS	750	750	7,691.81	1,052.80	.00	-6,941.81	1025.6%
53200	PROF SERVICES - OTHER	538,000	686,814	374,646.81	158,684.46	174,682.56	137,484.49	80.0%
54010	UTILITY EXPENSE-ELECTRIC	357,401	832,401	802,537.05	112,632.73	.00	29,863.95	96.4%
54020	UTILITY EXPENSE - GAS	41,541	71,541	71,491.51	5,095.37	.00	49.49	99.9%
54030	UTILITY EXPENSE- WASTEWATER	11,851	11,851	14,200.56	1,258.14	.00	-2,349.56	119.8%
54040	UTILITY EXPENSE WATER	31,190	31,190	39,044.78	3,547.95	.00	-7,854.78	125.2%
54050	UTIL EXP REFUSE AND DISPOSE	87,000	87,000	47,250.72	4,033.80	.00	39,749.28	54.3%
54080	TELEPHONE CHGS	11,487	11,487	24,490.90	1,864.99	.00	-13,003.90	213.2%
56040	CAPEX - MACHINERY/EQUIP	0	44,186	29,186.14	29,186.14	.00	15,000.00	66.1%
57000	RENTALS & LEASES	80,000	235,000	184,530.27	22,579.35	1,976.53	48,493.20	79.4%
57110	TAXES AND FILING FEES	6,000	6,000	7,496.00	3,400.00	.00	-1,496.00	124.9%
59200	IT & DATA PROCESSING CHGS	319,827	319,827	319,827.00	26,652.25	.00	.00	100.0%
59300	LIABILITY INSURANCE CHGS	147,083	147,083	147,857.68	12,321.38	.00	-774.68	100.5%
59400	TELEPHONE CHGS HIPC	22,330	22,330	22,330.00	1,860.87	.00	.00	100.0%
59500	FLEET EQUIP MAINT ISF CHG	96,517	96,517	91,403.75	7,435.31	.00	5,113.25	94.7%
59600	INDIRECT PRORATED CST CHG	305,444	305,444	305,444.00	25,453.63	.00	.00	100.0%
60200	CAPITAL ASSET OFFSET	0	0	-29,186.14	-29,186.14	.00	29,186.14	100.0%
	TOTAL FACILITIES MAINTENANCE ISF	6,723,247	7,353,247	6,657,094.05	843,703.26	179,623.21	516,529.74	93.0%
741 FLEET SERVICES ISF								
50000	SALARIES - REGULAR	1,167,355	1,167,355	936,757.55	89,735.85	.00	230,597.45	80.2%
50100	SALARIES - TEMPORARY	14,000	14,000	60,828.18	6,297.58	.00	-46,828.18	434.5%
50200	OVERTIME WAGES	25,000	25,000	29,315.86	3,595.33	.00	-4,315.86	117.3%

YEAR-TO-DATE BUDGET REPORT
EXPENSES - JUNE 2024

FOR 2024 12

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50410 WORKERS COMP SALARY CONTINUE	0	0	19,272.75	.00	.00	-19,272.75	100.0%
51000 CALPERS PENSION NORMAL COST	129,168	129,168	99,944.97	9,802.48	.00	29,223.03	77.4%
51010 CALPERS PENSION UAL	159,983	159,983	159,983.00	13,331.88	.00	.00	100.0%
51030 RETIREMENT ENHANCEMENT PLAN	83,456	83,456	66,912.70	4,641.90	.00	16,543.30	80.2%
51160 CITY PAID EMPLOYEE BENEFITS	369,747	369,747	267,187.93	24,375.72	.00	102,559.07	72.3%
51210 RETIREE HEALTH INS PLAN	19,062	19,062	17,724.40	1,240.39	.00	1,337.60	93.0%
51300 WORKERS COMPENSATION	83,063	83,063	83,063.00	6,921.88	.00	.00	100.0%
51400 AUTO ALLOWANCE	210	210	211.24	20.62	.00	-1.24	100.6%
51420 TOOL AND EQUIPMENT ALLOWANCE	4,750	4,750	5,371.15	.00	.00	-621.15	113.1%
52000 POSTAGE	200	200	43.73	18.19	.00	156.27	21.9%
52110 REPAIR PARTS	1,300,000	1,295,000	1,047,947.24	121,126.72	106.71	246,946.05	80.9%
52300 UNIFORMS	38,000	38,000	26,234.63	2,638.77	2,390.88	9,374.49	75.3%
52310 TRAINING-WORKSHOP-MTGS	27,000	21,000	4,722.00	4,100.00	.00	16,278.00	22.5%
52330 EDUCATION REIMBURSEMENT	500	500	174.00	174.00	.00	326.00	34.8%
52400 MINOR EQUIPMENT	45,000	70,000	23,332.77	5,670.91	.00	46,667.23	33.3%
52610 SUPPLIES SAFETY	10,000	10,000	1,777.92	37.69	.00	8,222.08	17.8%
52900 MISC SUPPLIES	14,880	14,880	26,557.79	5,949.91	140.00	-11,817.79	179.4%
53000 SOFTWARE EXPENSE	0	0	53,925.56	.00	.00	-53,925.56	100.0%
53020 INTERNAL PHOTOCOPING COSTS	3,000	3,000	1,388.94	333.45	.00	1,611.06	46.3%
53200 PROF SERVICES - OTHER	543,079	543,079	473,516.51	37,970.81	25,943.85	43,618.64	92.0%
54080 TELEPHONE CHGS	4,247	4,247	6,335.63	397.56	.00	-2,088.63	149.2%
54090 UNLEADED FUEL	1,220,000	1,231,000	1,229,473.53	204,256.91	.00	1,526.47	99.9%
54091 COMPRESSED NATURAL GAS	440,000	445,000	565,682.71	91,268.64	.00	-120,682.71	127.1%
54092 DIESEL FUEL	1,480,000	1,615,000	1,405,274.92	186,125.26	.00	209,725.08	87.0%
55020 EQUIPMENT MAINTENANCE	5,000	5,000	26,417.88	3,342.66	.00	-21,417.88	528.4%
55030 VEHICLE MAINTENANCE	1,234,230	1,231,230	839,970.02	122,926.89	13,671.89	377,588.09	69.3%
55040 LUBRICANT	0	0	154,297.19	20,230.02	.00	-154,297.19	100.0%
55050 TIRES	0	0	209,796.50	27,637.25	.00	-209,796.50	100.0%
56040 CAPEX - MACHINERY/EQUIP	176,000	0	.00	.00	.00	.00	.0%
57110 TAXES AND FILING FEES	5,000	19,000	18,680.50	3,648.05	.00	319.50	98.3%
59200 IT & DATA PROCESSING CHGS	132,286	132,286	132,286.00	11,023.87	.00	.00	100.0%
59300 LIABILITY INSURANCE CHGS	68,105	68,105	68,105.00	5,675.38	.00	.00	100.0%
59400 TELEPHONE CHGS HIPC	7,331	7,331	7,331.00	610.88	.00	.00	100.0%
59500 FLEET EQUIP MAINT ISF CHG	53,112	53,112	38,083.10	4,528.12	.00	15,028.90	71.7%
59600 INDIRECT PRORATED CST CHG	505,681	505,681	505,681.00	42,140.12	.00	.00	100.0%
59700 FACILITY CHG MAINTENANCE	335,095	366,445	366,444.92	59,274.54	.00	.00	100.0%
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%
TOTAL FLEET SERVICES ISF	9,703,540	9,734,890	8,982,992.48	1,121,070.23	42,253.33	709,644.11	92.7%

742 FLEET REPLACEMENT FUND

YEAR-TO-DATE BUDGET REPORT
EXPENSES - JUNE 2024

FOR 2024 12

742	FLEET REPLACEMENT FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
56040	CAPEX - MACHINERY/EQUIP	0	608,491	.00	.00	.00	608,491.41	.0%
57000	RENTALS & LEASES	0	232,617	269,066.31	2,749.72	1,550.74	-38,000.00	116.3%
59800	TRANSFERS OUT - CIP	0	15,389	.00	.00	.00	15,389.00	.0%
	TOTAL FLEET REPLACEMENT FUND	0	856,497	269,066.31	2,749.72	1,550.74	585,880.41	31.6%
801 COFA DEBT SERVICE FUND								
57500	PRINCIPAL PAYMENTS	5,092,064	5,092,064	5,092,019.75	.00	.00	44.25	100.0%
57510	INTEREST & PENALTIES EXPENSE	2,646,062	2,646,062	2,646,049.44	.00	.00	12.56	100.0%
	TOTAL COFA DEBT SERVICE FUND	7,738,126	7,738,126	7,738,069.19	.00	.00	56.81	100.0%
850 RIVERPARK JPA FUND								
53200	PROF SERVICES - OTHER	0	191,094	.00	.00	.00	191,094.00	.0%
56020	CAPEX - IMPRV OTH. THN BLDGS	0	766,375	72,559.50	.00	.00	693,815.09	9.5%
	TOTAL RIVERPARK JPA FUND	0	957,469	72,559.50	.00	.00	884,909.09	7.6%
991 GOVERNMENTAL CAPITAL ASSETS FD								
53600	HOUSING ASSIST LOAN GRANT	0	0	-2,256,598.33	-2,256,598.33	.00	2,256,598.33	100.0%
57510	INTEREST & PENALTIES EXPENSE	0	0	93,416.01	93,416.01	.00	-93,416.01	100.0%
60200	CAPITAL ASSET OFFSET	0	0	-4,792,092.24	-475,003.25	.00	4,792,092.24	100.0%
	TOTAL GOVERNMENTAL CAPITAL ASSETS	0	0	-6,955,274.56	-2,638,185.57	.00	6,955,274.56	100.0%
996 GOVERNMENTAL DEBT SERVICE FUND								
57510	INTEREST & PENALTIES EXPENSE	0	0	-512,100.63	-77,160.91	.00	512,100.63	100.0%
60500	DEBT OFFSET	0	0	-6,766,489.69	.00	.00	6,766,489.69	100.0%
	TOTAL GOVERNMENTAL DEBT SERVICE F	0	0	-7,278,590.32	-77,160.91	.00	7,278,590.32	100.0%
GRAND TOTAL		632,372,454*****	642,914,989.74	116,163,435.54	72,525,874.51	535,640,604.90	57.2%	
** END OF REPORT - Generated by James Costello **								

YEAR-TO-DATE BUDGET REPORT
REVENUE - JUNE 2024

FOR 2024 12

			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	-37,275,712.49	-380,683.66	.00	4,594.49	100.0%
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	-402,470.79	-402,471.22	.00	-139,871.21	74.2%
1011001	40170	RESIDUAL DISTRIB TO	-5,477,350	-5,477,350	-6,882,220.58	-3,287,087.24	.00	1,404,870.58	125.6%
1011001	40180	INTEREST, PENALTIES	-34,238	-34,238	-231,024.27	-20,085.87	.00	196,786.27	674.8%
1011001	40190	PROP TAX-IN LIEU OF	-24,042,071	-24,042,071	-24,623,954.19	.00	.00	581,883.19	102.4%
1011001	40195	PROPERTY TRANSFER TA	-703,156	-703,156	-485,737.01	-51,860.55	.00	-217,418.99	69.1%
1011001	40200	SALES TAX REVENUE	-51,284,970	-51,284,970	-48,278,719.19	-4,311,306.96	.00	-3,006,250.81	94.1%
1011001	40210	SALES TAX - MEASURE	-57,777,000	-57,777,000	-46,418,224.61	-4,286,361.89	.00	-11,358,775.39	80.3%
1011001	40300	TRANSIENT OCCUPANCY	-5,460,000	-5,460,000	-4,899,874.49	-617,375.47	.00	-560,125.51	89.7%
1011001	40400	FRANCHISE FEES	-4,787,122	-4,787,122	-4,463,279.16	.00	.00	-323,842.84	93.2%
1011001	40500	BUSINESS LICENSE FEE	-6,500,000	-6,500,000	-7,700,008.97	-674,882.27	.00	1,200,008.97	118.5%
1011001	40600	CANNABIS TAX REVENUE	-320,000	-320,000	-819,105.39	.00	.00	499,105.39	256.0%
1011001	41400	CANNABIS PERMIT FEES	0	0	-23,095.00	-1,940.00	.00	23,095.00	100.0%
1011001	41500	OTHER LICENSE & PERM	-274,298	-274,298	-344,984.64	-30,306.12	.00	70,686.64	125.8%
1011001	42400	HOMEOWNER PROP TAX R	-234,985	-234,985	-1,255,758.15	-1,143,486.85	.00	1,020,773.15	534.4%
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	-1,865,515.97	-326,096.52	.00	-138,971.03	93.1%
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	-3,856.28	-143.67	.00	427.28	112.5%
1011001	43230	COURT FINES - NON-TR	-258,502	-258,502	-242,385.34	-15,562.79	.00	-16,116.66	93.8%
1011001	43264	WITNESS FEE	0	0	-1,650.00	.00	.00	1,650.00	100.0%
1011001	43300	RENTAL REVENUE (SHOR	-141,797	-141,797	13,897.92	.00	.00	-155,694.92	-9.8%
1011001	43400	DAMAGE REIMBURSEMENT	-3,425	-3,425	-4,854.58	-240.92	.00	1,429.58	141.7%
1011001	47000	MISCELLANEOUS REVENU	-135,532	-135,532	-92,633.81	-1,376.92	.00	-42,898.19	68.3%
1011001	47000	T0190 MISCELLANEOUS R	0	0	-1,515,151.50	-303,030.30	.00	1,515,151.50	100.0%
1011001	47100	INTEREST INC- INVEST	-952,174	-952,174	-4,728,840.81	-308,916.67	.00	3,776,666.81	496.6%
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	-499,181.55	-175,849.19	.00	499,181.55	100.0%
1011001	47110	OTHER INTEREST INCOM	0	0	7,717.60	.00	.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	.00	.00	-69,475.50	44.9%
1011001	49020	TRANSFER IN - INTRA	0	-499,000	.00	.00	.00	-499,000.00	.0%
1011001	49200	INDIRECT COST REIMB	-7,846,909	-7,846,909	-7,705,623.16	-641,980.72	.00	-141,285.84	98.2%
1011001	49300	TRANSFERS IN	-499,000	0	.00	.00	.00	.00	.0%
1011001	49300	C2034 TRANSFERS IN -	0	0	-13,419.22	.00	.00	13,419.22	100.0%

YEAR-TO-DATE BUDGET REPORT

REVENUE - JUNE 2024

FOR 2024 12

			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1011201	43260	MISCELLANEOUS FEES	-14,000	-14,000	24,383.82	-1,990.00	.00	-38,383.82	-174.2%
1011201	47910	REVENUES IN SUSPENSE	0	0	-38,311.24	-5,546.74	.00	38,311.24	100.0%
1011301	43260	MISCELLANEOUS FEES	-142	-142	.00	.00	.00	-142.00	.0%
1011301	47000	MISCELLANEOUS REVENU	-210	-210	.00	.00	.00	-210.00	.0%
1011302	47000	MISCELLANEOUS REVENU	-780	-780	.00	.00	.00	-780.00	.0%
1011302	47000	T0152 MISCELLANEOUS R	0	0	-20,565.60	.00	.00	20,565.60	100.0%
1011405	43260	MISCELLANEOUS FEES	0	0	-451.00	-451.00	.00	451.00	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	-5,387.69	.00	.00	3,954.69	376.0%
1011501	47700	OTHER REIMBURSEMENTS	-1,020	-1,020	-2,770.76	-290.00	.00	1,750.76	271.6%
1011501	49000	TRANSFERS IN (LABOR)	-10,404	-10,404	-22,204.70	-22,204.70	.00	11,800.70	213.4%
1011601	47000	MISCELLANEOUS REVENU	-21,300	-21,300	-19,271.46	-1,606.26	.00	-2,028.54	90.5%
1011601	49000	TRANSFERS IN (LABOR)	-149,261	-149,261	.00	.00	.00	-149,261.00	.0%
1011602	49000	TRANSFERS IN (LABOR)	-263,458	-263,458	.00	.00	.00	-263,458.00	.0%
1011611	47000	MISCELLANEOUS REVENU	-39,975	-39,975	-88,415.07	-12,653.42	.00	48,440.07	221.2%
1011611	49000	TRANSFERS IN (LABOR)	-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 (LABOR)	-32,894	-32,894	.00	.00	.00	-32,894.00	.0%
1012111	41500	OTHER LICENSE & PERM	-82,885	-82,885	-113,320.00	-1,985.00	.00	30,435.00	136.7%
1012111	42420	POST POLICE OFF STD	-30,000	0	.00	12,544.70	.00	.00	.0%
1012111	42420	B2302 POST POLICE OFF	0	-175,053	-191,919.49	-16,866.36	.00	16,866.49	109.6%
1012111	43000	FALSE ALARM FINE	-289,912	-289,912	-10,571.00	-68,690.00	.00	-279,341.00	3.6%
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	-725,580.99	-431,455.39	.00	-1,054,425.01	40.8%
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	-1,692,738.88	-1,520,783.10	.00	506,002.88	142.6%
1012113	43250	MISCELLANEOUS FINES	-51,400	-51,400	239,712.00	-9,250.00	.00	-291,112.00	-466.4%
1012113	49000	C2411 TRANSFERS IN (L	0	0	-1,951.13	.00	.00	1,951.13	100.0%
1012121	47700	OTHER REIMBURSEMENTS	-100,081	-100,081	-36,438.35	-4,866.13	.00	-63,642.65	36.4%
1012121	47800	SALES OF ASSETS	-5,000	-5,000	.00	.00	.00	-5,000.00	.0%
1012131	43260	MISCELLANEOUS FEES	-132,875	-132,875	-524,069.44	-43,961.25	.00	391,194.44	394.4%
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	-127,843.55	-621.65	.00	-1,117,156.45	10.3%
1012501	47700	T0048 OTHER REIMBURSE	0	0	-810,906.55	-22,807.70	.00	810,906.55	100.0%
1012501	49000	G2006 TRANSFERS IN (L	0	0	-20,160.40	-20,160.40	.00	20,160.40	100.0%
1012501	49025	TRANSFERS IN - INTER	0	0	-341,894.52	-341,894.52	.00	341,894.52	100.0%
1012511	41100	FIRE INSPECTION FEES	-300,000	-300,000	-446,270.12	-51,471.04	.00	146,270.12	148.8%
1012511	41500	OTHER LICENSE & PERM	-200,000	-200,000	-257,772.85	-56,241.79	.00	57,772.85	128.9%
1012511	43000	FALSE ALARM FINE	0	0	-45,863.89	-5,433.26	.00	45,863.89	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 (LABOR)	-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%

YEAR-TO-DATE BUDGET REPORT

REVENUE - JUNE 2024

FOR 2024 12

					ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1013101	49000	C1702	TRANSFERS	IN (L	0	0	-24,632.07	-5,231.77	.00	24,632.07	100.0%
1013101	49000	C1703	TRANSFERS	IN (L	0	0	-41,957.47	-951.69	.00	41,957.47	100.0%
1013101	49000	C1803	TRANSFERS	IN (L	0	0	-1,372.91	.00	.00	1,372.91	100.0%
1013101	49000	C1809	TRANSFERS	IN (L	0	0	-31,316.97	-4,742.88	.00	31,316.97	100.0%
1013101	49000	C1901	TRANSFERS	IN (L	0	0	-24,118.10	-3,188.40	.00	24,118.10	100.0%
1013101	49000	C2010	TRANSFERS	IN (L	0	0	-113.10	.00	.00	113.10	100.0%
1013101	49000	C2021	TRANSFERS	IN (L	0	0	-20,548.98	-7,709.22	.00	20,548.98	100.0%
1013101	49000	C2023	TRANSFERS	IN (L	0	0	-11,675.87	-8,097.53	.00	11,675.87	100.0%
1013101	49000	C2027	TRANSFERS	IN (L	0	0	-1,368.94	-163.73	.00	1,368.94	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	-438.11	-310.47	.00	438.11	100.0%
1013101	49000	C2043	TRANSFERS	IN (L	0	0	-3,410.43	-219.62	.00	3,410.43	100.0%
1013101	49000	C2101	TRANSFERS	IN (L	0	0	-5,009.04	-777.25	.00	5,009.04	100.0%
1013101	49000	C2102	TRANSFERS	IN (L	0	0	-89,737.82	-11,214.35	.00	89,737.82	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 (L	0	0	-108,131.02	.00	.00	108,131.02	100.0%
1013101	49000	C2115	TRANSFERS	IN (L	0	0	-49,150.46	-4,496.04	.00	49,150.46	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	-13,518.61	-657.33	.00	13,518.61	100.0%
1013101	49000	C2205	TRANSFERS	IN (L	0	0	-203,938.20	-15,373.91	.00	203,938.20	100.0%
1013101	49000	C2209	TRANSFERS	IN (L	0	0	-346,325.59	-38,238.02	.00	346,325.59	100.0%
1013101	49000	C2211	TRANSFERS	IN (L	0	0	-335.65	.00	.00	335.65	100.0%
1013101	49000	C2212	TRANSFERS	IN (L	0	0	-1,760.84	-669.05	.00	1,760.84	100.0%
1013101	49000	C2215	TRANSFERS	IN (L	0	0	-8,041.72	-4,096.85	.00	8,041.72	100.0%
1013101	49000	C2216	TRANSFERS	IN (L	0	0	-31,418.06	-7,583.47	.00	31,418.06	100.0%
1013101	49000	C2220	TRANSFERS	IN (L	0	0	-19,755.95	-14,539.32	.00	19,755.95	100.0%
1013101	49000	C2226	TRANSFERS	IN (L	0	0	-39,970.48	-4,371.07	.00	39,970.48	100.0%
1013101	49000	C2227	TRANSFERS	IN (L	0	0	-3,847.50	.00	.00	3,847.50	100.0%
1013101	49000	C2228	TRANSFERS	IN (L	0	0	-21,469.79	.00	.00	21,469.79	100.0%
1013101	49000	C2231	TRANSFERS	IN (L	0	0	-631.74	-121.18	.00	631.74	100.0%
1013101	49000	C2232	TRANSFERS	IN (L	0	0	-37,958.72	.00	.00	37,958.72	100.0%
1013101	49000	C2234	TRANSFERS	IN (L	0	0	-6,027.12	.00	.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	-1,327.01	-447.87	.00	1,327.01	100.0%
1013101	49000	C2251	TRANSFERS	IN (L	0	0	-16,229.06	-4,397.45	.00	16,229.06	100.0%
1013101	49000	C2255	TRANSFERS	IN (L	0	0	-32,451.29	-10,833.92	.00	32,451.29	100.0%
1013101	49000	C2305	TRANSFERS	IN (L	0	0	-1,462.65	-470.43	.00	1,462.65	100.0%
1013101	49000	C2306	TRANSFERS	IN (L	0	0	-674.83	-306.13	.00	674.83	100.0%
1013101	49000	C2312	TRANSFERS	IN (L	0	0	-8,910.68	-3,021.47	.00	8,910.68	100.0%
1013101	49000	C2313	TRANSFERS	IN (L	0	0	-1,197.73	-495.98	.00	1,197.73	100.0%
1013101	49000	G2206	TRANSFERS	IN (L	0	0	-824.93	-824.93	.00	824.93	100.0%
1013101	49000	M1901	TRANSFERS	IN (L	0	0	-2,198.79	-2,198.79	.00	2,198.79	100.0%
1013101	49000	M2210	TRANSFERS	IN (L	0	0	-567.77	-184.99	.00	567.77	100.0%
1013102	43050	PLAN	CHECK FEES		-53,624	-53,624	-66,008.50	-4,462.00	.00	12,384.50	123.1%

YEAR-TO-DATE BUDGET REPORT
 REVENUE - JUNE 2024

FOR 2024 12

			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1013102	43400	DAMAGE REIMBURSEMENT	-30,000	-30,000	-36,988.30	.00	.00	6,988.30	123.3%
1013102	47700	OTHER REIMBURSEMENTS	-5,625	-5,625	-4,500.00	-1,125.00	.00	-1,125.00	80.0%
1013102	49000	TRANSFERS IN (LABOR)	-66,000	-66,000	.00	.00	.00	-66,000.00	.0%
1013102	49000	C1301 TRANSFERS IN (L	0	0	-28,611.93	-3,247.49	.00	28,611.93	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%
1013102	49000	C2416 TRANSFERS IN (L	0	0	-1,000.00	-1,000.00	.00	1,000.00	100.0%
1013201	47000	MISCELLANEOUS REVENU	-27,500	-27,500	.00	.00	.00	-27,500.00	.0%
1013201	47000	T0019 MISCELLANEOUS R	0	0	-1,176.24	.00	.00	1,176.24	100.0%
1013201	47300	T0196 DONATIONS AND C	0	-3,000	.00	.00	.00	-3,000.00	.0%
1013301	43120	OTHER CONCESSIONS	-134,508	-134,508	-177,664.86	-11,495.14	.00	43,156.86	132.1%
1013301	43130	LEASED SPACE - CELLU	-124,496	-124,496	-171,608.02	.00	.00	47,112.02	137.8%
1013301	43210	PARKING FINES	-165	-165	.00	.00	.00	-165.00	.0%
1013301	43400	C2327 DAMAGE REIMBURS	0	-412,280	-201,324.83	.00	.00	-210,955.17	48.8%
1013301	47000	MISCELLANEOUS REVENU	-55,920	-55,920	-5,705.00	.00	.00	-50,215.00	10.2%
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	-33,850.87	-23,397.16	.00	33,850.87	100.0%
1013302	43400	DAMAGE REIMBURSEMENT	-2,500	-2,500	-51,220.10	.00	.00	48,720.10	2048.8%
1013302	47000	MISCELLANEOUS REVENU	-15,500	-15,500	-1,297.92	-162.24	.00	-14,202.08	8.4%
1013303	47000	MISCELLANEOUS REVENU	-10,000	-10,000	-14,427.05	-2,340.85	.00	4,427.05	144.3%
1013401	43400	DAMAGE REIMBURSEMENT	-11,000	-11,000	-61,151.24	.00	.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	-54,824.00	-13,706.00	.00	54,824.00	100.0%
1014101	41500	OTHER LICENSE & PERM	-20,000	-20,000	-93,111.35	-2,425.44	.00	73,111.35	465.6%
1014101	43030	GENERAL PLAN MAINTEN	-250,000	-250,000	.00	.00	.00	-250,000.00	.0%
1014101	43030	M1404 GENERAL PLAN MA	0	0	-658,783.92	-11,781.60	.00	658,783.92	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	-360,187.53	-32,949.61	.00	-139,812.47	72.0%
1014101	43050	PLAN CHECK FEES	0	0	.01	.00	.00	.01	100.0%
1014101	43060	MISC PLANNING FEES	-23,000	-23,000	-16,715.00	-1,485.00	.00	-6,285.00	72.7%
1014101	43260	MISCELLANEOUS FEES	-2,331	-2,331	-9,153.67	-1,147.20	.00	6,822.67	392.7%
1014101	47700	OTHER REIMBURSEMENTS	-200,000	-200,000	-222,934.99	-161,462.68	.00	22,934.99	111.5%
1014101	49000	G2320 TRANSFERS IN (L	0	0	-25,756.92	-18,518.47	.00	25,756.92	100.0%
1014102	41000	BUILDING PERMIT FEES	-1,358,441	-979,548	-1,374,240.07	-63,939.38	.00	394,692.07	140.3%
1014102	41001	PLUMBING PERMIT FEES	0	-137,969	-168,317.83	-7,821.58	.00	30,348.83	122.0%
1014102	41002	ELECTRICAL PERMIT FE	0	-160,207	-243,774.57	-13,186.30	.00	83,567.57	152.2%
1014102	41003	HEATING/VENT PERMIT	0	-80,717	-91,137.88	-3,488.60	.00	10,420.88	112.9%
1014102	41500	OTHER LICENSE & PERM	-201,158	-201,158	-186,187.00	-15,765.00	.00	-14,971.00	92.6%
1014102	43010	INSPECTION FEES	0	0	446.27	-5,357.71	.00	-446.27	100.0%
1014102	43011	INSPECTION FEES/TRAC	-680,000	-680,000	-477,581.87	-4,041.11	.00	-202,418.13	70.2%
1014102	43012	INSPECTION FEES/ENCR	-216,810	-216,810	-267,780.51	-13,675.00	.00	50,970.51	123.5%
1014102	43013	INSPECTOR OT REIMBUR	-40,000	-40,000	-119,336.00	-6,378.00	.00	79,336.00	298.3%

YEAR-TO-DATE BUDGET REPORT
REVENUE - JUNE 2024

FOR 2024 12

			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1014102	43014	INSPECTION FEES/ENER	-50,417	-50,417	-63,746.39	-977.64	.00	13,329.39	126.4%
1014102	43051	PLAN CHECK FEES/BLDG	-1,200,000	-1,200,000	-1,048,986.52	-72,710.06	.00	-151,013.48	87.4%
1014102	43052	PLAN CHECK FEES/ENGI	-400,000	-400,000	-792,530.15	-9,214.81	.00	392,530.15	198.1%
1014102	43053	PLAN CHECK FEES/ENER	-49,280	-49,280	-78,292.50	-831.02	.00	29,012.50	158.9%
1014102	43054	PLAN CHECK FEES/ELEC	-128,625	-128,625	-100,589.85	-6,170.97	.00	-28,035.15	78.2%
1014102	43055	PLAN CHECK FEES/MECH	-35,610	-35,610	-27,803.75	-766.19	.00	-7,806.25	78.1%
1014102	43056	PLAN CHECK FEES/PLUM	-67,650	-67,650	-49,195.89	-1,898.25	.00	-18,454.11	72.7%
1014102	43060	MISC PLANNING FEES	-3,842	-3,842	-640.36	.00	.00	-3,201.64	16.7%
1014102	43260	MISCELLANEOUS FEES	-132,000	-132,000	-127,296.95	-10,184.38	.00	-4,703.05	96.4%
1014102	43261	STATE STRONG MOTION	0	0	-4,495.88	-4,495.88	.00	4,495.88	100.0%
1014102	43262	COUNTY FLOOD CONTROL	0	0	-720.00	-720.00	.00	720.00	100.0%
1014102	43263	STATE GREEN BLDG COD	0	0	-1,149.40	-1,149.40	.00	1,149.40	100.0%
1014102	47000	MISCELLANEOUS REVENU	0	0	-.01	.00	.00	.01	100.0%
1014102	47700	OTHER REIMBURSEMENTS	0	0	-36,970.30	-16,521.84	.00	36,970.30	100.0%
1014103	43010	INSPECTION FEES	0	0	-3,433.50	-2,061.50	.00	3,433.50	100.0%
1014103	43250	MISCELLANEOUS FINES	-88,000	-88,000	194,550.81	-84,285.87	.00	-282,550.81	-221.1%
1014103	43260	MISCELLANEOUS FEES	0	0	7.87	-70.88	.00	-7.87	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	-1,878.77	-184.50	.00	-121.23	93.9%
1015402	43250	MISCELLANEOUS FINES	-200	-200	-1,344.23	6.81	.00	1,144.23	672.1%
1015402	47700	OTHER REIMBURSEMENTS	-2,250	-2,250	-1,086.98	-51.98	.00	-1,163.02	48.3%
1015403	47000	MISCELLANEOUS REVENU	-2,500	-2,500	-4,530.29	-395.65	.00	2,030.29	181.2%
1015405	43250	MISCELLANEOUS FINES	0	0	-338.82	.00	.00	338.82	100.0%
1015405	47000	MISCELLANEOUS REVENU	-1,830	-1,830	-5,521.25	-229.76	.00	3,691.25	301.7%
1015405	47300	DONATIONS AND CONTRI	0	0	-10.00	.00	.00	10.00	100.0%
1015405	47700	OTHER REIMBURSEMENTS	-15,600	-15,600	-18,435.57	-114.70	.00	2,835.57	118.2%
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	.00	.00	-87,114.25	12.9%
1015501	43300	T0061 RENTAL REVENUE	0	0	-85,286.99	.00	.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	.00	.00	11,807.47	100.0%
1015501	43300	T0092 RENTAL REVENUE	0	0	-4,685.98	.00	.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	-112,198.65	-8,614.10	.00	112,198.65	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	-22,949.61	-4,959.34	.00	22,949.61	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	-19,779.13	-976.35	.00	19,779.13	100.0%
1015501	44010	T0076 RECREATION CLAS	0	0	-1,697.04	.00	.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	-29,814.19	50.00	.00	29,814.19	100.0%

YEAR-TO-DATE BUDGET REPORT

REVENUE - JUNE 2024

FOR 2024 12

			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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	-23,750.92	-5,375.59	.00	23,750.92	100.0%
1015501	49300	TRANSFERS IN	-85,735	0	.00	.00	.00	.00	.0%
1015501	49940	M1910 TRANSFER IN - M	0	-85,735	-85,735.00	-85,735.00	.00	.00	100.0%
1015502	44000	YOUTH ADULT SPORTS	-22,000	-22,000	.00	.00	.00	-22,000.00	.0%
1015502	44000	T0090 YOUTH ADULT SPO	0	0	-74,116.52	-3,607.65	.00	74,116.52	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	.00	.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	-107,673.00	-107,673.00	.00	.00	100.0%
1015503	43300	RENTAL REVENUE (SHOR	-2,000	-2,000	.00	.00	.00	-2,000.00	.0%
1015503	44020	SPECIAL EVENTS	-2,500	-2,500	300.00	.00	.00	-2,800.00	-12.0%
1015503	44020	T0063 SPECIAL EVENTS	0	0	-3,833.57	-227.97	.00	3,833.57	100.0%
1015503	44020	T0065 SPECIAL EVENTS	0	0	-4,305.00	-1,625.00	.00	4,305.00	100.0%
1015503	47000	MISCELLANEOUS REVENU	-14,000	-14,000	-15,162.00	-2,166.00	.00	1,162.00	108.3%
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	-8,400.00	-700.00	.00	-47,600.00	15.0%
1015511	44020	T0066 SPECIAL EVENTS	0	0	-700.00	.00	.00	700.00	100.0%
1015511	47000	MISCELLANEOUS REVENU	-6,000	-6,000	-8,900.09	-6,183.50	.00	2,900.09	148.3%
1015511	49000	TRANSFERS IN (LABOR)	-76,000	-76,000	-90,416.74	-52,352.74	.00	14,416.74	119.0%
1015511	49300	TRANSFERS IN	-1,321,263	0	.00	1,211,157.75	.00	.00	.0%
1015511	49940	M1103 TRANSFER IN - M	0	-1,321,263	-1,321,263.00	-1,321,263.00	.00	.00	100.0%
1018101	47000	MISCELLANEOUS REVENU	0	0	-5,000.00	-800.00	.00	5,000.00	100.0%
1018104	43260	MISCELLANEOUS FEES	0	0	-67,424.24	-2,157.60	.00	67,424.24	100.0%
1018104	47000	MISCELLANEOUS REVENU	0	0	-1,376.94	-120.00	.00	1,376.94	100.0%
1018106	43250	MISCELLANEOUS FINES	0	0	-100.00	-100.00	.00	100.00	100.0%
TOTAL GENERAL FUND			-223,970,108	-225,830,441	-219,692,793.71	-20,796,482.04	.00	-6,137,647.29	97.3%
TOTAL REVENUES			-223,970,108	-225,830,441	-219,692,793.71	-20,796,482.04	.00	-6,137,647.29	
104 HALF CENT SALES TAX - MEAS 0									
1041001	40200	SALES TAX REVENUE	-19,459,000	-19,459,000	-15,502,710.98	-1,424,858.81	.00	-3,956,289.02	79.7%
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	-34,832.68	-16,702.89	.00	34,832.68	100.0%
1041001	49500	PRINCIPAL PAYMENTS R	-1,768,016	-1,768,016	-1,768,015.94	-1,768,015.94	.00	-.06	100.0%
1041001	49510	INTEREST PAYMENTS -	-107,673	-107,673	-107,672.17	-107,672.17	.00	-.83	100.0%
TOTAL HALF CENT SALES TAX - MEAS			-21,428,078	-21,428,078	-17,802,321.13	-3,317,249.81	.00	-3,625,756.87	83.1%
TOTAL REVENUES			-21,428,078	-21,428,078	-17,802,321.13	-3,317,249.81	.00	-3,625,756.87	

114 STORM WATER MANAGEMENT FUND

YEAR-TO-DATE BUDGET REPORT
REVENUE - JUNE 2024

FOR 2024 12

114	STORM WATER MANAGEMENT FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1141001 49300	TRANSFERS IN	-1,116,778	0	.00	.00	.00	.00	.0%
1141001 49910	TRANSFER IN - STORM	0	-1,116,778	-1,116,778.00	-279,194.50	.00	.00	100.0%
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	-1,117,378.00	-279,194.50	.00	-332,845.00	77.0%
TOTAL REVENUES		-1,450,223	-1,450,223	-1,117,378.00	-279,194.50	.00	-332,845.00	
119 PUBLIC SAFETY RETIREMENT FUND								
1191001 40160	PUBLIC SAFETY PROPER	-14,591,225	-14,591,225	-16,747,637.29	-1,333,220.56	.00	2,156,412.29	114.8%
1192113 49000	C2411 TRANSFERS IN (L	0	0	-217.79	.00	.00	217.79	100.0%
TOTAL PUBLIC SAFETY RETIREMENT FU		-14,591,225	-14,591,225	-16,747,855.08	-1,333,220.56	.00	2,156,630.08	114.8%
TOTAL REVENUES		-14,591,225	-14,591,225	-16,747,855.08	-1,333,220.56	.00	2,156,630.08	
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 (LABOR	-1,710,179	0	.00	563,529.87	.00	.00	.0%
20003801 49020	TRANSFER IN - INTRA	0	-1,710,179	-563,529.87	-563,529.87	.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	-946.06	-274.05	.00	-4,175.63	18.5%
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	-2,710.00	-677.50	.00	.00	100.0%
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	-21,115.15	-631.35	.00	-1,037.23	95.3%
21003801 47100	INTEREST INC- INVES	0	-150	-527.56	.00	.00	377.56	351.7%
21003801 49920	TRANSFER IN - SP. D	0	-790	-790.00	-197.50	.00	.00	100.0%
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	.00	.00	.26	100.0%

YEAR-TO-DATE BUDGET REPORT
REVENUE - JUNE 2024

FOR 2024 12

120	MAINT	ASSMNT	DIST	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
21103801	47100	INTEREST INC-	INVES	0	-7	16.33	.00	.00	-23.33	-233.3%
21103801	49920	TRANSFER IN -	SP. D	0	-1,083	-1,083.00	-270.75	.00	.00	100.0%
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	-6,298.85	-146.18	.00	425.90	107.3%
21203801	47100	INTEREST INC-	INVES	0	-103	-674.10	.00	.00	571.10	654.5%
21203801	49920	TRANSFER IN -	SP. D	0	-619	-619.00	-154.75	.00	.00	100.0%
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	-7,821.74	-49.82	.00	-3,260.43	70.6%
21303801	47100	INTEREST INC-	INVES	0	-158	-546.39	.00	.00	388.39	345.8%
21303801	49920	TRANSFER IN -	SP. D	0	-3,305	-3,305.00	-826.25	.00	.00	100.0%
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	-16,662.03	-742.63	.00	284.24	101.7%
21403801	47100	INTEREST INC-	INVES	0	-288	-863.92	.00	.00	575.92	300.0%
21403801	49920	TRANSFER IN -	SP. D	0	-4,516	-4,516.00	-1,129.00	.00	.00	100.0%
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	-813.31	-77.75	.00	-3,079.87	20.9%
21603801	47100	INTEREST INC-	INVES	0	-153	-550.60	.00	.00	397.60	359.9%
21603801	49920	TRANSFER IN -	SP. D	0	-8,146	-8,146.00	-2,036.50	.00	.00	100.0%
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	-5,587.60	-45.80	.00	-.40	100.0%
22303801	47100	INTEREST INC-	INVES	0	-27	-157.22	.00	.00	130.22	582.3%
22303801	49920	TRANSFER IN -	SP. D	0	-2,200	-2,200.00	-550.00	.00	.00	100.0%
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	-18,321.31	-478.81	.00	21.31	100.1%
22403801	47100	INTEREST INC-	INVES	0	-97	-539.12	.00	.00	442.12	555.8%
22403801	49920	TRANSFER IN -	SP. D	0	-7,182	-7,182.00	-1,795.50	.00	.00	100.0%
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	-16,426.41	-382.90	.00	-2,938.27	84.8%
22503801	47100	INTEREST INC-	INVES	0	-161	-582.47	.00	.00	421.47	361.8%
22503801	49920	TRANSFER IN -	SP. D	0	-508	-508.00	-127.00	.00	.00	100.0%

YEAR-TO-DATE BUDGET REPORT
 REVENUE - JUNE 2024

FOR 2024 12

120	MAINT	ASSMNT	DIST	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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	-4,347.13	-225.60	.00	-1,516.54	74.1%
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	-13,019.00	-3,254.75	.00	.00	100.0%
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	-35,697.36	-504.20	.00	-9,464.54	79.0%
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%
22803801	49920	TRANSFER IN - SP. D		0	-2,504	-2,504.00	-626.00	.00	.00	100.0%
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	.00	.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	-1,827.00	-456.75	.00	.00	100.0%
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	-98,572.16	-1,062.20	.00	-424.88	99.6%
23103801	47100	INTEREST INC- INVES		0	-211	-808.50	.00	.00	597.50	383.2%
23103801	49920	TRANSFER IN - SP. D		0	-6,654	-6,654.00	-1,663.50	.00	.00	100.0%
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	.00	.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	-3,407.00	-851.75	.00	.00	100.0%
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	-28,058.96	-545.21	.00	-2,375.95	92.2%
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	-1,498.00	-374.50	.00	.00	100.0%
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	-53,065.12	-238.27	.00	-7,424.57	87.7%

YEAR-TO-DATE BUDGET REPORT
REVENUE - JUNE 2024

FOR 2024 12

120	MAINT	ASSMNT	DIST	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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	0	.00	2,602.50	.00	.00	.0%
23403801	49920	TRANSFER IN -	SP. D	0	-7,883	-7,883.00	-4,573.25	.00	.00	100.0%
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	-81,661.07	-780.49	.00	-13,570.27	85.8%
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	-24,176.00	-6,044.00	.00	.00	100.0%
23701001	47000	MISCELLANEOUS	REVEN	0	0	-216.82	.00	.00	216.82	100.0%
23701001	49300	TRANSFERS IN		-46,057	0	.00	.00	.00	.00	.0%
23703304	47100	INTEREST INC-	INVES	-902	0	.00	.00	.00	.00	.0%
23703801	46100	SPECIAL ASSMNT	REV-	-1,103	-1,103	-2,189.52	-67.47	.00	1,087.02	198.6%
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	-46,057.00	-11,514.25	.00	.00	100.0%
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	-64,450.44	-714.23	.00	-8,166.74	88.8%
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	-5,048.00	-1,262.00	.00	.00	100.0%
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	-25,137.73	7,715.96	.00	-20,499.91	55.1%
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	-4,988.00	-1,247.00	.00	4,988.00	100.0%
23903801	49920	TRANSFER IN -	SP. D	0	-46,858	-46,858.00	-11,714.50	.00	.00	100.0%
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	-8,572.61	-8,572.61	.00	-7,450.68	53.5%
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	-1,812.00	-453.00	.00	1,812.00	100.0%
23913801	49920	TRANSFER IN -	SP. D	0	-9,470	-9,470.00	-2,367.50	.00	.00	100.0%
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%

YEAR-TO-DATE BUDGET REPORT
 REVENUE - JUNE 2024

FOR 2024 12

120	MAINT	ASSMNT	DIST	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
24003801	46100	SPECIAL ASSMNT REV-		-30,711	-30,711	-24,331.16	-322.98	.00	-6,379.95	79.2%
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	-3,377.00	-844.25	.00	.00	100.0%
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	-11,716.80	-48.82	.00	-3,493.84	77.0%
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	-1,432.00	-358.00	.00	.00	100.0%
24201001	47000	MISCELLANEOUS REVEN		0	0	-778.74	.00	.00	778.74	100.0%
24201001	49300	TRANSFERS IN		-21,434	0	.00	.00	.00	.00	.0%
24203304	47100	INTEREST INC- INVES		-2,994	0	.00	.00	.00	.00	.0%
24203801	46100	SPECIAL ASSMNT REV-		-11,232	-11,232	-4,024.80	-30.96	.00	-7,207.31	35.8%
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	-21,434.00	-5,358.50	.00	.00	100.0%
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	-415.11	-321.83	.00	-5,179.44	7.4%
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	-4,424.00	-1,106.00	.00	.00	100.0%
24603801	46100	SPECIAL ASSMNT REV-		-40,947	-40,947	-31,800.62	-710.82	.00	-9,146.21	77.7%
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	-10,298.00	-2,574.50	.00	.00	100.0%
24703801	46100	SPECIAL ASSMNT REV-		-14,531	-14,531	-6,927.80	-94.47	.00	-7,603.40	47.7%
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	-2,539.00	-634.75	.00	.00	100.0%
24903801	46100	SPECIAL ASSMNT REV-		-22,075	-22,075	-21,759.15	-315.35	.00	-315.35	98.6%
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	-221.19	-55.44	.00	.00	100.0%
25003801	46100	SPECIAL ASSMNT REV-		-9,539	-9,539	-7,956.00	-198.90	.00	-1,583.48	83.4%
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	-21,959.32	-5,490.07	.00	.00	100.0%
25103801	46100	SPECIAL ASSMNT REV-		-2,924	-2,924	-10,985.04	-125.40	.00	8,061.39	375.7%
25103801	47100	INTEREST INC- INVES		79	79	-6,733.69	.00	.00	6,812.69	8523.7%

YEAR-TO-DATE BUDGET REPORT
 REVENUE - JUNE 2024

FOR 2024 12

120	MAINT	ASSMNT	DIST	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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	-17,938.07	-4,484.57	.00	.00	100.0%
25203801	46100	SPECIAL ASSMNT REV-		-7,160	-7,160	-382.08	-3.84	.00	-6,777.94	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	-4,950.53	-1,237.28	.00	.00	100.0%
25303801	46100	SPECIAL ASSMNT REV-		-1,034	-1,034	-514.72	.00	.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	-158.05	-39.55	.00	.00	100.0%
25403801	46100	SPECIAL ASSMNT REV-		-7,479	-7,479	-7,715.00	-77.15	.00	235.72	103.2%
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	-48,914.55	-12,228.30	.00	.00	100.0%
25503801	46100	SPECIAL ASSMNT REV-		-35,105	-35,105	-35,104.20	.00	.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	-1,213.51	-303.01	.00	.00	100.0%
25803801	46100	SPECIAL ASSMNT REV-		-3,368	-3,368	-223.20	-.72	.00	-3,144.84	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	-21,518.84	-5,379.59	.00	.00	100.0%
26003801	46100	SPECIAL ASSMNT REV-		-17,458	-17,458	-13,881.78	.00	.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	-981.02	-245.02	.00	.00	100.0%
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	-39,504.24	-618.64	.00	58.24	100.1%
30403801	47100	INTEREST INC- INVES		0	-236	-776.61	.00	.00	540.61	329.1%
30403801	49920	TRANSFER IN - SP. D		0	-12,037	-12,037.00	-3,009.25	.00	.00	100.0%
40101001	47000	MISCELLANEOUS REVEN		0	0	-3,268.62	.00	.00	3,268.62	100.0%
40103101	46100	SPECIAL ASSMNT REV-		-439,898	0	-14,462.94	-14,462.94	.00	14,462.94	100.0%
40103101	47100	INTEREST INC- INVES		-740	0	.00	.00	.00	.00	.0%
40103801	46100	SPECIAL ASSMNT REV-		0	-439,898	-445,473.10	-72,520.07	.00	5,575.10	101.3%
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%

YEAR-TO-DATE BUDGET REPORT
 REVENUE - JUNE 2024

FOR 2024 12

120	MAINT ASSMNT DIST	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
40203101	47100 INTEREST INC- INVES	239	0	.00	.00	.00	.00	.0%
40203801	46100 SPECIAL ASSMNT REV-	0	-47,919	-48,071.02	47,766.98	.00	152.02	100.3%
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	-559,663.18	-24,350.79	.00	-184.82	100.0%
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	-1,154,400.83	-31,421.42	.00	-17,710.17	98.5%
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%
60503304	47000 MISCELLANEOUS REVEN	-13,410	0	-7,612.50	.00	.00	7,612.50	100.0%
60503801	46400 SP.ASSMNT MELLO-ROO	-3,072,565	-3,072,565	-3,263,294.42	-32,656.68	.00	190,729.42	106.2%
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	.00	.00	525,079.45	100.0%
60803801	46400 SP.ASSMNT MELLO-ROO	0	-550,737	-27,828.94	-27,828.94	.00	-522,908.06	5.1%
TOTAL MAINT ASSMNT DIST		-8,640,517	-9,374,948	-8,010,040.59	-261,080.43	.00	-1,364,907.08	85.4%
TOTAL REVENUES		-8,640,517	-9,374,948	-8,010,040.59	-261,080.43	.00	-1,364,907.08	
181 STATE GAS TAX FUND								
1811001	42100 GAS TAX - HUTA SEC 2	-1,998,207	-1,998,207	-1,680,492.64	-166,972.23	.00	-317,714.36	84.1%
1811001	42110 GAS TAX - HUTA SEC 2	-1,323,218	-1,323,218	-1,115,754.29	-109,862.45	.00	-207,463.71	84.3%
1811001	42120 GAS TAX - HUTA SEC 2	-832,439	-832,439	-717,818.96	-73,069.50	.00	-114,620.04	86.2%
1811001	42130 GAS TAX - HUTA SEC 2	-1,589,361	-1,589,361	-1,507,229.68	-154,056.14	.00	-82,131.32	94.8%
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	-4,462.56	-60.55	.00	4,462.56	100.0%
1811001	49025 TRANSFERS IN - INTER	0	-3,300,000	-3,300,000.00	-3,300,000.00	.00	.00	100.0%
1813102	49000 M2001 TRANSFERS IN (L	0	0	-290,227.87	-38,504.00	.00	290,227.87	100.0%
1813401	47700 OTHER REIMBURSEMENTS	0	0	-12,662.64	-5,235.90	.00	12,662.64	100.0%
1813401	49000 TRANSFERS IN (LABOR)	-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	-295,875.62	-43,421.52	.00	295,875.62	100.0%

YEAR-TO-DATE BUDGET REPORT
REVENUE - JUNE 2024

FOR 2024 12

181	STATE GAS TAX FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL STATE GAS TAX FUND	-6,571,497	-9,871,497	-8,920,226.56	-3,891,182.29	.00	-951,270.44	90.4%
	TOTAL REVENUES	-6,571,497	-9,871,497	-8,920,226.56	-3,891,182.29	.00	-951,270.44	
182 TRAFFIC SAFETY FUND								
1821001 49300	TRANSFERS IN	-330,000	0	.00	.00	.00	.00	.0%
1821001 49930	TRANSFER IN - TRAFFI	0	-330,000	-221,837.11	-56,837.11	.00	-108,162.89	67.2%
1823103 43220	VEHICLE CODE FINES	-247,128	-247,128	-242,385.25	-15,562.78	.00	-4,742.75	98.1%
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	-466,770.09	-72,399.89	.00	-111,821.91	80.7%
	TOTAL REVENUES	-578,592	-578,592	-466,770.09	-72,399.89	.00	-111,821.91	
185 ROAD MAINT & REHAB ACT FUND								
1851001 42200	RMRA (SB-1) - ROAD M	-4,984,811	-4,984,811	-4,296,861.92	-471,125.07	.00	-687,949.08	86.2%
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	-4,336,900.66	-471,125.07	.00	-697,407.34	86.1%
	TOTAL REVENUES	-5,034,308	-5,034,308	-4,336,900.66	-471,125.07	.00	-697,407.34	
191 ASSET SEIZURE FUND - FED								
1912111 47100	INTEREST INC- INVEST	-1,514	-1,514	-3,393.04	.00	.00	1,879.04	224.1%
1912131 43240	ASSET SEIZURE	0	0	-3,269.76	-3,269.76	.00	3,269.76	100.0%
1912132 43240	ASSET SEIZURE	0	0	-6,763.34	.00	.00	6,763.34	100.0%
	TOTAL ASSET SEIZURE FUND - FED	-1,514	-1,514	-13,426.14	-3,269.76	.00	11,912.14	886.8%
	TOTAL REVENUES	-1,514	-1,514	-13,426.14	-3,269.76	.00	11,912.14	
192 ASSET SEIZURE FUND - STATE								
1922131 43240	ASSET SEIZURE	0	0	-35,436.69	.00	.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	.00	.00	37,086.05	2882.1%
	TOTAL REVENUES	-1,333	-1,333	-38,419.05	.00	.00	37,086.05	

YEAR-TO-DATE BUDGET REPORT
REVENUE - JUNE 2024

FOR 2024 12

200	FEDERAL GRANTS FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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	-20,984.55	-768.93	.00	11,136.96	213.1%
2002131	48000 G2426 FEDERAL GRANTS	0	-553,467	-128,814.89	-128,814.89	.00	-424,652.11	23.3%
2002501	48000 C2321 FEDERAL GRANTS	0	-96,608	-44,691.55	15,415.27	.00	-51,916.82	46.3%
2002501	48000 C2332 FEDERAL GRANTS	0	-100,000	-100,000.00	-100,000.00	.00	.00	100.0%
2002501	48000 C2412 FEDERAL GRANTS	0	-132,109	-132,109.09	-132,109.09	.00	.00	100.0%
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	.00	.00	-5,251.77	92.1%
2002501	48000 G2331 FEDERAL GRANTS	0	-2,179,011	-37,129.47	-192,891.71	.00	-2,141,881.99	1.7%
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	-204,459.37	-204,459.47	.00	-16,305.62	92.6%
2002501	48030 G2006 STATE GRANTS	0	-609,040	20,161.62	-159,403.17	.00	-629,201.60	-3.3%
2002501	48030 G2007 STATE GRANTS	0	-180,309	-152,731.24	-152,731.24	.00	-27,577.78	84.7%
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	-7,738	.00	.00	.00	-7,738.00	.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	-6,088.46	-6,088.46	.00	-525.18	92.1%
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%

YEAR-TO-DATE BUDGET REPORT
REVENUE - JUNE 2024

FOR 2024 12

200	FEDERAL GRANTS FUND				ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
2003101	48000	C1306	FEDERAL GRANTS		0	-257,004	-211,244.29	-285,369.85	.00	-45,759.99	82.2%
2003101	48000	C1307	FEDERAL GRANTS		0	-2,544,994	56,486.40	.00	.00	-2,601,480.62	-2.2%
2003102	48000	C1301	FEDERAL GRANTS		0	0	-1,720,732.32	-1,720,732.32	.00	1,720,732.32	100.0%
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	.00	.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	-1,006,016.31	-1,070,180.42	.00	-190,547.84	84.1%
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	-222,985.00	-72,237.50	.00	-2,775,615.00	7.4%
2003102	48000	C2211	FEDERAL GRANTS		0	-216,671	.00	.00	.00	-216,671.00	.0%
2003102	48000	C2416	FEDERAL GRANTS		0	-866,460	.00	.00	.00	-866,460.00	.0%
2003600	48000	C2226	FEDERAL GRANTS		0	-500,000	-436,065.34	-436,065.34	.00	-63,934.66	87.2%
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	-7,221.15	-574.16	.00	-5,778.85	55.5%
2005503	48200	G2313	FEDERAL PASS-TH		0	0	.10	.00	.00	-.10	100.0%
2005503	48200	G2401	FEDERAL PASS-TH		-151,980	-151,980	-151,976.84	-14,963.00	.00	-3.16	100.0%
TOTAL FEDERAL GRANTS FUND					-164,980	-19,571,452	-5,526,167.66	-4,661,974.28	.00	-14,045,284.12	28.2%
TOTAL REVENUES					-164,980	-19,571,452	-5,526,167.66	-4,661,974.28	.00	-14,045,284.12	
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	-11,073.56	-665.22	.00	11,073.56	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	-767,619.13	-665.22	.00	-7,788,822.71	9.0%
TOTAL REVENUES					-2,313,917	-8,556,442	-767,619.13	-665.22	.00	-7,788,822.71	
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	-40,590.26	-1,741.00	.00	40,590.26	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	11,323.71	-1,741.00	.00	-4,093,868.99	-.3%
TOTAL REVENUES					-868,867	-4,082,545	11,323.71	-1,741.00	.00	-4,093,868.99	

YEAR-TO-DATE BUDGET REPORT
REVENUE - JUNE 2024

FOR 2024 12

203	EMERGENCY SHELTER FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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								
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	-152,351.94	-152,351.94	.00	-.06	100.0%
2102131 48030 C2411	STATE GRANTS	0	-533,000	-382,727.23	-131,061.70	.00	-150,272.77	71.8%
2102131 48030 C2418	STATE GRANTS	0	-575,184	-575,184.38	-575,184.38	.00	.00	100.0%
2102131 48030 C2422	STATE GRANTS	0	-122,852	-122,852.00	-122,852.00	.00	.00	100.0%
2102131 48030 G1301	STATE GRANTS	0	-673,791	-598,006.30	.00	.00	-75,784.62	88.8%
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	-1,908.00	-1,908.00	.00	-127,177.90	1.5%
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	-45,646.72	5,636.19	.00	-152,145.75	23.1%
2102131 48030 G2301	STATE GRANTS	0	-67,986	-17,874.68	-204,350.72	.00	-50,111.79	26.3%
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	-14,335.51	-5,754.75	.00	-25,664.49	35.8%
2102131 48030 G2427	STATE GRANTS	0	-464,300	-33,438.80	-33,438.80	.00	-430,861.20	7.2%
2102131 48030 G2428	STATE GRANTS	0	-21,000	-12,642.26	-12,642.26	.00	-8,357.74	60.2%

YEAR-TO-DATE BUDGET REPORT
 REVENUE - JUNE 2024

FOR 2024 12

210	STATE & LOCAL GRANTS FUND				ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
2102131	48030	G2429	STATE	GRANTS	0	-17,500	-5,277.98	-5,277.98	.00	-12,222.02	30.2%
2102501	48030	C2421	STATE	GRANTS	0	-117,000	-117,000.00	-117,000.00	.00	.00	100.0%
2102501	48030	G2424	STATE	GRANTS	0	-181,820	.00	.00	.00	-181,820.00	.0%
2102502	48030	C2270	STATE	GRANTS	0	0	.00	1,862.88	.00	.00	.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	-202,455.57	-212,228.57	.00	-658,771.43	23.5%
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	-317,575.68	246,573.00	.00	-7,138,688.28	4.3%
2103301	48030	C2220	STATE	GRANTS	0	-177,952	.00	.00	.00	-177,952.00	.0%
2103301	48030	C2317	STATE	GRANTS	0	-3,326,328	-441,054.13	-135,177.90	.00	-2,885,273.88	13.3%
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	-75,471.00	-64,746.00	.00	-7,016,829.00	1.1%
2103302	48030	G2251	STATE	GRANTS	0	0	-15,460.80	-97,960.80	.00	15,460.80	100.0%
2103302	48030	M1803	STATE	GRANTS	0	-76,717	-6,450.80	.00	.00	-70,266.20	8.4%
2103401	48030	C2205	STATE	GRANTS	0	-249,998	.00	.00	.00	-249,998.00	.0%
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	.00	.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	.00	.00	.00	100.0%
2103630	48030	G2202	STATE	GRANTS	0	-281,547	-281,547.15	.00	.00	.00	100.0%
2103631	48030	C2423	STATE	GRANTS	0	-519,396	.00	.00	.00	-519,396.00	.0%
2103631	48030	G2334	STATE	GRANTS	0	-25,216	-25,215.87	.00	.00	.00	100.0%
2103631	48030	G2335	STATE	GRANTS	0	-49,995	-49,995.00	.00	.00	.00	100.0%
2103631	48030	G2417	STATE	GRANTS	0	-26,848	-26,848.00	.00	.00	.00	100.0%
2103631	48030	G2425	STATE	GRANTS	0	-49,663	-49,663.00	-49,663.00	.00	.00	100.0%
2103801	48030	G2423	STATE	GRANTS	0	-17,170	-17,170.00	-17,170.00	.00	.00	100.0%
2104101	48030	G2320	STATE	GRANTS	0	-41,912	-25,756.92	-18,518.47	.00	-16,154.58	61.5%
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	-3,413,113	-1,391,242.76	-16,229.00	.00	-2,021,870.23	40.8%
2105502	48000	FEDERAL	GRANTS		-4,680,000	0	.00	221,357.33	.00	.00	.0%
2105502	48000	G2422	FEDERAL	GRANTS	0	-4,680,314	-2,811,863.89	-807,637.97	.00	-1,868,449.79	60.1%
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%

YEAR-TO-DATE BUDGET REPORT
REVENUE - JUNE 2024

FOR 2024 12

210	STATE & LOCAL GRANTS FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
2105511	48000 G1601 FEDERAL GRANTS	-1,053,299	-1,207,478	-945,703.78	-459,630.15	.00	-261,774.21	78.3%
2105511	48000 G2315 FEDERAL GRANTS	-1,955,475	-1,955,475	-1,018,622.37	-396,054.77	.00	-936,852.63	52.1%
2108101	47000 MISCELLANEOUS REVENU	0	0	.00	497.23	.00	.00	.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	-61,195,768	-15,137,266.74	-3,160,912.53	.00	-46,058,501.27	24.7%
TOTAL REVENUES		-7,858,739	-61,195,768	-15,137,266.74	-3,160,912.53	.00	-46,058,501.27	
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	-601,315.00	-54,665.00	.00	-54,663.00	91.7%
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	-250,570.85	-3,148.65	.00	-518.15	99.8%
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	-908,243.49	-57,813.65	.00	-17,152.51	98.1%
TOTAL REVENUES		-925,396	-925,396	-908,243.49	-57,813.65	.00	-17,152.51	
220 STATE HOUSING (LHTFP) GRANT								
2208101	47100 INTEREST INC- INVEST	-2,846	-2,846	-12,709.57	.00	.00	9,863.57	446.6%
2208101	48030 G2102 STATE GRANTS	0	-1,476,101	-1,089,801.35	.00	.00	-386,299.15	73.8%
2208101	48030 G2244 STATE GRANTS	0	-190,794	-99,072.85	.00	.00	-91,720.74	51.9%
2208101	48030 M2102 STATE GRANTS	0	-1,167,112	.00	.00	.00	-1,167,111.80	.0%
TOTAL STATE HOUSING (LHTFP) GRANT		-2,846	-2,836,852	-1,201,583.77	.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	

YEAR-TO-DATE BUDGET REPORT
 REVENUE - JUNE 2024

FOR 2024 12

301	CAPITAL OUTLAY FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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	-96,719.01	-20,992.21	.00	-302,488.23	24.2%
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 C2253 TRANSFERS IN	0	-654,128	-12,632.50	-9,577.50	.00	-641,495.12	1.9%
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	-3,514,844	-3,261,283.00	-1,341,760.69	.00	-253,560.67	92.8%
3011804	49300 C2126 TRANSFERS IN	0	-26,659	-23,572.33	-22,009.83	.00	-3,087.01	88.4%
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	-3,177.96	-1,245.96	.00	-1,169,286.04	.3%
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	-3,250,071.38	-8,201.16	.00	-1,605,498.62	66.9%
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	-147,003.81	-146,853.81	.00	-69,916.75	67.8%
3012131	49300 C2318 TRANSFERS IN	0	-107,007	-51,601.90	-51,601.90	.00	-55,405.10	48.2%
3012131	49300 C2319 TRANSFERS IN	0	-99,611	-9,156.00	-9,156.00	.00	-90,455.00	9.2%
3012131	49300 C2324 TRANSFERS IN	0	-152,352	-20,075.11	-6,904.27	.00	-132,276.89	13.2%
3012131	49300 C2411 TRANSFERS IN	0	-533,000	-385,446.31	-369,615.58	.00	-147,553.69	72.3%
3012131	49300 C2417 TRANSFERS IN -	0	-107,288	-5,189.37	-5,189.37	.00	-102,098.63	4.8%
3012131	49300 C2418 TRANSFERS IN -	0	-575,184	-6,199.93	-6,199.93	.00	-568,984.45	1.1%
3012131	49300 C2422 TRANSFERS IN -	0	-122,852	.00	.00	.00	-122,852.00	.0%
3012501	49300 C1702 TRANSFERS IN	0	-3,227,829	-276,637.12	-170,170.07	.00	-2,951,191.88	8.6%
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	-62,390.08	-62,390.08	.00	-432,609.92	12.6%
3012501	49300 C2203 TRANSFERS IN	0	-1,053,109	-263,277.20	-263,277.20	.00	-789,831.62	25.0%
3012501	49300 C2255 TRANSFERS IN	0	-3,518,631	-486,720.23	-200,173.51	.00	-3,031,910.77	13.8%
3012501	49300 C2256 TRANSFERS IN	0	-94,000	.00	.00	.00	-94,000.00	.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	-49,160.70	16,956.80	.00	-57,108.51	46.3%
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	-92,848	-92,848.34	-92,848.34	.00	.00	100.0%
3012501	49300 C2412 TRANSFERS IN	0	-142,213	-155,424.00	-155,424.00	.00	13,210.91	109.3%
3012501	49300 C2420 TRANSFERS IN -	0	-23,107	-18,675.06	-18,675.06	.00	-4,431.94	80.8%
3012501	49300 C2421 TRANSFERS IN -	0	-117,000	.00	.00	.00	-117,000.00	.0%
3012501	49310 C2412 FEDERAL GRANTS-	0	-13,211	.00	.00	.00	-13,210.91	.0%

YEAR-TO-DATE BUDGET REPORT
 REVENUE - JUNE 2024

FOR 2024 12

301	CAPITAL OUTLAY FUND			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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	-113,509.81	917,029.63	.00	.00	100.0%
3013101	49300	C1307	TRANSFERS IN	0	-599,462	-622,375.89	873,042.83	.00	22,914.00	103.8%
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	-186,628.60	-88,931.37	.00	-103,742.13	64.3%
3013101	49300	C2019	TRANSFERS IN	0	-115,521	-9,609.63	8,486.06	.00	-105,911.58	8.3%
3013101	49300	C2109	TRANSFERS IN	0	-1	.00	.00	.00	-.59	.0%
3013101	49300	C2111	TRANSFERS IN	0	-681,718	-681,718.33	2,835.95	.00	.00	100.0%
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	-15,803.59	-15,314.26	.00	-1,142,196.41	1.4%
3013102	49300	C1301	TRANSFERS IN	0	-4,704,758	-902,764.38	-227,561.48	.00	-3,801,993.67	19.2%
3013102	49300	C1302	TRANSFERS IN	0	-974,014	-1,330.49	.00	.00	-972,683.35	.1%
3013102	49300	C1305	TRANSFERS IN	0	-530,540	-69,601.46	.00	.00	-460,938.74	13.1%
3013102	49300	C1306	TRANSFERS IN	0	-1,174,346	-1,145,672.41	-1,145,672.41	.00	-28,674.00	97.6%
3013102	49300	C1307	TRANSFERS IN	0	-2,606,872	-2,371,799.83	-1,511,992.65	.00	-235,072.17	91.0%
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%
3013102	49300	C1703	TRANSFERS IN	0	-2,851,721	-2,406,732.51	-592,099.97	.00	-444,988.61	84.4%
3013102	49300	C1801	TRANSFERS IN	0	-2,444,215	.00	.00	.00	-2,444,215.00	.0%
3013102	49300	C1802	TRANSFERS IN	0	0	.00	.00	.00	-.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	-335,613.85	-103,934.58	.00	-1,395,074.00	19.4%
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	-752,182.73	-677,962.64	.00	-2,115,816.91	26.2%
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	-113,448.15	-105,348.15	.00	-866,551.85	11.6%
3013102	49300	C2206	TRANSFERS IN	0	-2,998,600	-237,820.00	-34,797.50	.00	-2,760,780.00	7.9%
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	-15,516.90	-2,360.65	.00	-592,154.10	2.6%
3013102	49300	C2212	TRANSFERS IN	0	-4,509,712	-175,653.33	-22,198.19	.00	-4,334,058.26	3.9%
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%

YEAR-TO-DATE BUDGET REPORT
REVENUE - JUNE 2024

FOR 2024 12

301	CAPITAL OUTLAY FUND				ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
3013102	49300	C2415	TRANSFERS	IN -	0	-175,835	-34,897.50	-34,897.50	.00	-140,937.33	19.8%
3013102	49300	C2416	TRANSFERS	IN -	0	-866,460	-1,000.00	-1,000.00	.00	-865,460.00	.1%
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	64,578.51	75,385.51	.00	-76,262.80	-552.7%
3013301	49300	C1811	TRANSFERS	IN	0	-150,482	.00	.00	.00	-150,482.00	.0%
3013301	49300	C2012	TRANSFERS	IN	0	-527,658	-46,140.76	-8,183.11	.00	-481,516.74	8.7%
3013301	49300	C2104	TRANSFERS	IN	0	-7,456,263	-342,333.51	-81,919.91	.00	-7,113,929.85	4.6%
3013301	49300	C2105	TRANSFERS	IN	0	-314,887	-20,497.62	-14,941.00	.00	-294,389.63	6.5%
3013301	49300	C2217	TRANSFERS	IN	0	-999,383	.00	.00	.00	-999,383.00	.0%
3013301	49300	C2220	TRANSFERS	IN	-1,000,000	-635,655	-197,610.68	-150,724.16	.00	-438,044.39	31.1%
3013301	49300	C2222	TRANSFERS	IN	-300,000	-600,000	.00	.00	.00	-600,000.00	.0%
3013301	49300	C2239	TRANSFERS	IN	0	-4,158,014	-127,132.77	-113,721.19	.00	-4,030,881.01	3.1%
3013301	49300	C2241	TRANSFERS	IN	0	-600,000	.00	.00	.00	-600,000.00	.0%
3013301	49300	C2249	TRANSFERS	IN	0	-4,422,024	-11,027.37	-1,357.17	.00	-4,410,996.76	.2%
3013301	49300	C2305	TRANSFERS	IN	-1,000,000	-1,619,400	-95,798.89	-25,867.69	.00	-1,523,601.06	5.9%
3013301	49300	C2317	TRANSFERS	IN	0	-3,326,328	-441,054.13	-152,473.98	.00	-2,885,273.88	13.3%
3013301	49300	C2327	TRANSFERS	IN	0	-381,706	-5,938.87	-2,115.46	.00	-375,766.71	1.6%
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	-75,470.64	-64,745.64	.00	-7,016,829.36	1.1%
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	-50,000	.00	.00	.00	-50,000.00	.0%
3013401	49300	C1803	TRANSFERS	IN	0	-1,038,783	-11,914.33	-3,140.74	.00	-1,026,869.00	1.1%
3013401	49300	C1804	TRANSFERS	IN	0	-516,047	-50,767.25	.00	.00	-465,280.21	9.8%
3013401	49300	C2102	TRANSFERS	IN	0	-5,750,332	-1,183,775.07	-293,187.02	.00	-4,566,557.00	20.6%
3013401	49300	C2111	TRANSFERS	IN	-2,250,000	-20,460	-20,459.72	-20,459.72	.00	.00	100.0%
3013401	49300	C2205	TRANSFERS	IN	-8,000,000	-15,090,390	-4,721,086.30	-3,393,975.05	.00	-10,369,303.52	31.3%
3013401	49300	C2209	TRANSFERS	IN	-10,500,000	-8,847,159	-5,015,334.17	-1,733,814.16	.00	-3,831,824.83	56.7%
3013401	49300	C2330	TRANSFERS	IN	0	-21,239	.00	.00	.00	-21,239.00	.0%
3013502	49300	C2214	TRANSFERS	IN	-100,000	0	725.85	725.85	.00	-725.85	100.0%
3013502	49300	C2215	TRANSFERS	IN	0	-763,366	-22,979.22	-8,278.18	.00	-740,387.03	3.0%
3013502	49300	C2267	TRANSFERS	IN	0	-829,498	.00	.00	.00	-829,498.00	.0%
3013502	49300	C2403	TRANSFERS	IN	-80,000	-80,000	-56,406.32	.00	.00	-23,593.68	70.5%
3013502	49300	C2406	TRANSFERS	IN	-1,150,000	-1,150,000	.00	.00	.00	-1,150,000.00	.0%
3013801	49300	C1901	TRANSFERS	IN	0	-253,040	.00	.00	.00	-253,040.00	.0%
3013801	49300	C2016	TRANSFERS	IN	0	-155,000	.00	.00	.00	-155,000.00	.0%
3013801	49300	C2017	TRANSFERS	IN	0	-469,661	.00	.00	.00	-469,661.00	.0%
3013801	49300	C2407	TRANSFERS	IN	-75,000	-75,000	-13,929.00	-13,929.00	.00	-61,071.00	18.6%
3015404	49300	C2250	TRANSFERS	IN	0	-1,071,500	.00	.00	.00	-1,071,500.00	.0%
3015404	49300	C2314	TRANSFERS	IN	0	-450,000	.00	.00	.00	-450,000.00	.0%
3015405	49300	C1603	TRANSFERS	IN	0	-2,318,484	.00	.00	.00	-2,318,484.00	.0%
3015501	49300	C2009	TRANSFERS	IN	0	-6,316	.00	.00	.00	-6,316.31	.0%

YEAR-TO-DATE BUDGET REPORT
REVENUE - JUNE 2024

FOR 2024 12

301	CAPITAL OUTLAY FUND			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
3015501	49300	C2010	TRANSFERS IN	0	-89,983	-8,499.52	-2,800.00	.00	-81,483.78	9.4%
3015501	49300	C2042	TRANSFERS IN	0	-718,844	-544,970.14	-4,040.08	.00	-173,873.75	75.8%
3015501	49300	C2216	TRANSFERS IN	0	-3,413,113	-1,391,290.52	-21,217.42	.00	-2,021,822.47	40.8%
3015501	49300	C2247	TRANSFERS IN	0	-122,468	-107,387.97	-36,958.94	.00	-15,080.32	87.7%
3015501	49300	C2251	TRANSFERS IN	0	-1,489,698	-27,068.40	-14,571.61	.00	-1,462,629.42	1.8%
3015501	49300	C2262	TRANSFERS IN	0	-346,636	-74,002.61	-17,740.52	.00	-272,633.63	21.3%
3015601	49300	C2043	TRANSFERS IN	0	-1,043,855	-761,015.60	-746,749.03	.00	-282,839.44	72.9%
3018101	49300	C1902	TRANSFERS IN	0	-701,031	-13,984.19	-13,984.19	.00	-687,047.06	2.0%
3018101	49300	C2405	TRANSFERS IN	-764,387	-764,387	-137,977.84	-137,977.84	.00	-626,409.16	18.1%
3018105	49300	C2238	TRANSFERS IN	0	-700,000	.00	.00	.00	-700,000.00	.0%
3018110	49300	C1841	TRANSFERS IN	0	-79,825	.00	.00	.00	-79,824.63	.0%
3018110	49300	C2007	TRANSFERS IN	0	-48,934	.00	.00	.00	-48,934.00	.0%
3018110	49300	C2331	TRANSFERS IN	0	-111,621	.00	.00	.00	-111,621.00	.0%
TOTAL CAPITAL OUTLAY FUND				-32,770,339	-153,327,073	-35,023,775.98	-12,710,748.00	.00	-118,303,296.90	22.8%
TOTAL REVENUES				-32,770,339	-153,327,073	-35,023,775.98	-12,710,748.00	.00	-118,303,296.90	
311 PEG FEES FUND										
3111405	40400	FRANCHISE FEES		-398,436	-398,436	-247,536.17	.00	.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	.00	.00	-88,794.36	79.3%
TOTAL REVENUES				-428,526	-428,526	-339,731.64	.00	.00	-88,794.36	
313 2022 LEASE PURCH EQUIP FUND										
3131001	47110	OTHER INTEREST INCOM		0	0	-115,389.08	-30,378.34	.00	115,389.08	100.0%
TOTAL 2022 LEASE PURCH EQUIP FUND				0	0	-115,389.08	-30,378.34	.00	115,389.08	100.0%
TOTAL REVENUES				0	0	-115,389.08	-30,378.34	.00	115,389.08	
314 2014 LEASE REV BOND FUND										
3141001	47110	OTHER INTEREST INCOM		0	0	-92,503.79	-23,585.75	.00	92,503.79	100.0%
TOTAL 2014 LEASE REV BOND FUND				0	0	-92,503.79	-23,585.75	.00	92,503.79	100.0%
TOTAL REVENUES				0	0	-92,503.79	-23,585.75	.00	92,503.79	
315 2006 TAB HERO/SW/ORMOND FUND										

YEAR-TO-DATE BUDGET REPORT

REVENUE - JUNE 2024

FOR 2024 12

315	2006 TAB HERO/SW/ORMOND FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
3151001 47110	OTHER INTEREST INCOM	0	0	-173,873.19	-31,924.11	.00	173,873.19	100.0%
	TOTAL 2006 TAB HERO/SW/ORMOND FUN	0	0	-173,873.19	-31,924.11	.00	173,873.19	100.0%
	TOTAL REVENUES	0	0	-173,873.19	-31,924.11	.00	173,873.19	
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 49025	TRANSFERS IN - INTER	0	-7,526,591	-7,526,590.80	-7,526,590.80	.00	.00	100.0%
	TOTAL LOST PUBLIC SECTOR REV FUND	0	-7,526,591	-7,526,590.80	-7,526,590.80	.00	.00	100.0%
	TOTAL REVENUES	0	-7,526,591	-7,526,590.80	-7,526,590.80	.00	.00	
350 DEVELOPMENT IMPACT FEES FUND								
80101001 41030	QUIMBY PARK CAPITAL	0	0	-255,801.95	.00	.00	255,801.95	100.0%
80101001 47100	INTEREST INC- INVES	-62,919	-62,919	-195,515.06	.00	.00	132,596.06	310.7%
80201001 41040	PARK ACQUISITION DE	0	0	-960,493.02	-5,147.58	.00	960,493.02	100.0%
80201001 47100	INTEREST INC- INVES	-5,108	-5,108	-25,007.61	.00	.00	19,899.61	489.6%
80301001 47100	INTEREST INC- INVES	-64,519	-64,519	-198,015.07	.00	.00	133,496.07	306.9%
80304102 41010	STORM DRAIN FACIL F	-144,375	-144,375	-173,386.74	-6,114.28	.00	29,011.74	120.1%
80401001 47100	INTEREST INC- INVES	-102,101	-102,101	-344,851.32	.00	.00	242,750.32	337.8%
80404102 41300	TRAFFIC IMPACT FEES	-2,007,045	-2,007,045	-5,094,642.51	-483,947.01	.00	3,087,597.51	253.8%
80501001 41020	GROWTH CAPITAL FEES	-659,500	-659,500	-1,672,120.01	-74,891.83	.00	1,012,620.01	253.5%
80501001 47100	INTEREST INC- INVES	-9,727	-9,727	-34,520.83	.00	.00	24,793.83	354.9%
80501001 49020	C1702 TRANSFER IN -	0	-2,503,555	.00	.00	.00	-2,503,555.00	.0%
80551001 47100	INTEREST INC- INVES	-4,893	-4,893	-19,696.34	.00	.00	14,803.34	402.5%
80553201 43060	MISC PLANNING FEES	0	0	-437,876.39	-5,434.81	.00	437,876.39	100.0%
80601001 41020	GROWTH CAPITAL FEES	-44,000	-44,000	-228,210.99	-6,181.39	.00	184,210.99	518.7%
80601001 47100	INTEREST INC- INVES	-15,799	-15,799	-48,660.69	.00	.00	32,861.69	308.0%
80701001 41050	UTILITY UNDERGROUND	-50,360	-50,360	-56,643.25	-703.20	.00	6,283.25	112.5%

YEAR-TO-DATE BUDGET REPORT

REVENUE - JUNE 2024

FOR 2024 12

350	DEVELOPMENT IMPACT FEES FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
80701001 47100	INTEREST INC- INVES	-10,764	-10,764	-33,206.18	.00	.00	22,442.18	308.5%
80801001 47100	INTEREST INC- INVES	-7,440	-7,440	.00	.00	.00	-7,440.00	.0%
80805905 47300	DONATIONS AND CONTR	0	0	-51,050.71	-10,411.54	.00	51,050.71	100.0%
TOTAL DEVELOPMENT IMPACT FEES FUN		-3,188,550	-5,692,105	-9,829,698.67	-592,831.64	.00	4,137,593.67	172.7%
TOTAL REVENUES		-3,188,550	-5,692,105	-9,829,698.67	-592,831.64	.00	4,137,593.67	
360 OTH. DEVPT FEES FUND								
70101001 47100	INTEREST INC- INVES	-9,954	-9,954	-31,942.86	.00	.00	21,988.86	320.9%
70101001 47600	PL OFFSITE AIR QUAL	0	0	-97,543.30	.00	.00	97,543.30	100.0%
70202512 41060	CUPA PERM & PLAN CH	-1,100,000	-1,100,000	-1,687,318.52	-3,500.00	.00	587,318.52	153.4%
70202512 43260	MISCELLANEOUS FEES	-11,228	-11,228	-28.00	.00	.00	-11,200.00	.2%
70202512 43260	T0155 MISCELLANEOUS	0	0	-16,926.00	-56.00	.00	16,926.00	100.0%
70202512 47000	MISCELLANEOUS REVEN	0	0	-4,964.64	-168.00	.00	4,964.64	100.0%
70202512 47100	INTEREST INC- INVES	-7,372	-7,372	-36,906.06	.00	.00	29,534.06	500.6%
70202512 48300	MISC INTERGOV REVEN	0	0	-106,944.00	-168.00	.00	106,944.00	100.0%
70302512 43250	MISCELLANEOUS FINES	-10,150	-10,150	-125,000.00	-125,000.00	.00	114,850.00	1231.5%
70302512 47100	INTEREST INC- INVES	-1,693	-1,693	-5,971.47	.00	.00	4,278.47	352.7%
70408105 47100	INTEREST INC- INVES	-721	-721	-2,205.15	.00	.00	1,484.15	305.8%
70508101 43070	AFFORDABLE HOUSING-	0	0	-473,000.00	.00	.00	473,000.00	100.0%
70508105 47100	INTEREST INC- INVES	-39,279	-39,279	-117,460.75	.00	.00	78,181.75	299.0%
70508105 47110	OTHER INTEREST INCO	0	0	-126,292.15	.00	.00	126,292.15	100.0%
70608105 47100	INTEREST INC- INVES	-2,739	-2,739	-8,377.86	.00	.00	5,638.86	305.9%
TOTAL OTH. DEVPT FEES FUND		-1,183,136	-1,183,136	-2,840,880.76	-128,892.00	.00	1,657,744.76	240.1%
TOTAL REVENUES		-1,183,136	-1,183,136	-2,840,880.76	-128,892.00	.00	1,657,744.76	
420 HOUSING SUC AGCY FUND								
4201001 42440	PAYMENT IN LIEU OF P	0	0	-76,083.00	.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	.00	.00	255,286.96	*****%
TOTAL REVENUES		27	27	-255,259.96	.00	.00	255,286.96	
429 CDC SUCCESSOR AGENCY FUND								
4291421 40150	TAX INCREMENT	0	0	-6,967,824.00	-1,633,696.00	.00	6,967,824.00	100.0%

YEAR-TO-DATE BUDGET REPORT

REVENUE - JUNE 2024

FOR 2024 12

429	CDC SUCCESSOR AGENCY FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4291421 47110	OTHER INTEREST INCOM	0	0	-297,561.88	-50,081.98	.00	297,561.88	100.0%
4291421 47700	OTHER REIMBURSEMENTS	0	0	-10,000.00	.00	.00	10,000.00	100.0%
4298110 47110	OTHER INTEREST INCOM	0	0	-20,188.61	-20,188.61	.00	20,188.61	100.0%
TOTAL CDC SUCCESSOR AGENCY FUND		0	0	-7,295,574.49	-1,703,966.59	.00	7,295,574.49	100.0%
TOTAL REVENUES		0	0	-7,295,574.49	-1,703,966.59	.00	7,295,574.49	
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	-236,820.10	-7,307.76	.00	236,820.10	100.0%
50001001 47110	OTHER INTEREST INCO	-213	0	-2,012.98	.00	.00	2,012.98	100.0%
50003801 46000	SPECIAL ASSMNT REV-	0	-568,141	-265,837.91	.00	.00	-302,303.09	46.8%
50003801 47100	INTEREST INC- INVES	-3,985	-3,985	.00	.00	.00	-3,985.00	.0%
50003801 47110	OTHER INTEREST INCO	0	-213	-6,945.80	-2,221.92	.00	6,732.80	3260.9%
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	-191,775.24	-975.00	.00	8,736.24	104.8%
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	-14,575.16	-3,996.08	.00	11,580.16	486.6%
50603801 46000	SPECIAL ASSMNT REV-	-945,711	-945,711	-866,652.06	-33,044.69	.00	-79,058.94	91.6%
50603801 47110	OTHER INTEREST INCO	-133	-133	-15,147.26	-3,583.35	.00	15,014.26	*****%
50703801 46000	SPECIAL ASSMNT REV-	-1,783,572	-1,783,572	-1,818,471.82	-56,910.74	.00	34,899.82	102.0%
50703801 47110	OTHER INTEREST INCO	0	0	-7,041.84	-16.12	.00	7,041.84	100.0%
51003801 46400	SP.ASSMNT MELLO-ROO	-697,329	-697,329	-639,677.57	-29,587.85	.00	-57,651.43	91.7%
51003801 47110	OTHER INTEREST INCO	-85	-85	-12,454.91	-3,129.77	.00	12,369.91	*****%
TOTAL BOND ASSESSMENT DISTRICTS		-4,186,887	-4,186,887	-4,077,412.65	-140,773.28	.00	-109,474.35	97.4%
TOTAL REVENUES		-4,186,887	-4,186,887	-4,077,412.65	-140,773.28	.00	-109,474.35	
541 DEVELOPER/OTHER DEPOSITS FUND								
5411001 47300 T0019	DONATIONS AND C	0	0	-48,740.87	.00	.00	48,740.87	100.0%

YEAR-TO-DATE BUDGET REPORT

REVENUE - JUNE 2024

FOR 2024 12

541	DEVELOPER/OTHER DEPOSITS FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
5411701 47000 D0102 MISCELLANEOUS R		0	0	-17,519.50	.00	.00	17,519.50	100.0%
5414101 47500 DEVELOPMENT DEPOSIT		0	0	-300,000.00	-300,000.00	.00	300,000.00	100.0%
5414101 47500 T0139 DEVELOPMENT DEP		0	-47,036	.00	.00	.00	-47,036.00	.0%
5414101 47500 T0158 DEVELOPMENT DEP		0	0	-915.00	-915.00	.00	915.00	100.0%
5414101 47500 T0159 DEVELOPMENT DEP		0	0	-6,505.75	-6,505.75	.00	6,505.75	100.0%
5414101 47500 T0163 DEVELOPMENT DEP		0	0	-12,472.82	-12,472.82	.00	12,472.82	100.0%
5414101 47500 T0164 DEVELOPMENT DEP		0	0	-70,378.52	-70,378.52	.00	70,378.52	100.0%
5414101 47500 T0168 DEVELOPMENT DEP		0	-124,676	-117,347.23	-117,347.23	.00	-7,328.77	94.1%
5414101 47500 T0169 DEVELOPMENT DEP		0	-93,553	-92,561.06	-92,561.06	.00	-992.32	98.9%
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	-1,102,613.20	-600,180.38	.00	720,888.57	288.9%
TOTAL REVENUES		0	-381,725	-1,102,613.20	-600,180.38	.00	720,888.57	
545 HOUSING AUTHORITY PAYROLL FUND								
5451001 49400 HOUSING PAYROLL REIM		0	0	-5,777,581.19	-686,215.82	.00	5,777,581.19	100.0%
TOTAL HOUSING AUTHORITY PAYROLL F		0	0	-5,777,581.19	-686,215.82	.00	5,777,581.19	100.0%
TOTAL REVENUES		0	0	-5,777,581.19	-686,215.82	.00	5,777,581.19	
561 OXNARD DOWNTOWN MGT DIST FUND								
5618110 46100 SPECIAL ASSMNT REV-M		0	0	-345,375.93	-25,942.37	.00	345,375.93	100.0%
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	-349,244.50	-25,942.37	.00	347,224.50*****%	
TOTAL REVENUES		-2,020	-2,020	-349,244.50	-25,942.37	.00	347,224.50	
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	-42,754.00	-5,166.00	.00	218.00	100.5%
5712131 47300 T0015 DONATIONS AND C		0	16,086	113,231.00	-21,093.00	.00	-97,145.00	703.9%
5712501 47300 C2128 DONATIONS AND C		0	-100,000	-100,000.00	.00	.00	.00	100.0%

YEAR-TO-DATE BUDGET REPORT
REVENUE - JUNE 2024

FOR 2024 12

571	CONTRIBUTIONS TRUST FUND			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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	-1,912.61	-20.22	.00	1,240.45	284.5%
5715401	47300	T0131	DONATIONS AND C	0	-15,421	-25,010.51	-9,003.85	.00	9,589.62	162.2%
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	-1,310,962.43	-35,283.07	.00	-283,851.53	82.2%
TOTAL REVENUES				0	-1,594,814	-1,310,962.43	-35,283.07	.00	-283,851.53	

601 WATER OPERATING FUND

6013600	43270	PENALTIES & FORFEITU	-497,300	-497,300	-549,832.55	-39,931.81	.00	52,532.55	110.6%
6013600	43400	DAMAGE REIMBURSEMENT	0	0	-110,415.98	.00	.00	110,415.98	100.0%
6013600	45100	WATER CHARGES - RES	-34,530,802	-34,530,802	-33,521,569.95	-2,949,785.54	.00	-1,009,232.05	97.1%
6013600	45110	WATER CHARGES - COMM	-26,737,530	-26,737,530	-21,642,145.91	-2,093,292.05	.00	-5,095,384.09	80.9%
6013600	45120	WATER CHARGES - FIRE	-1,177,126	-1,177,126	-705,519.15	-56,705.33	.00	-471,606.85	59.9%
6013600	45140	WATER - PHWA SVC AGM	-1,248,000	-1,248,000	-792,287.28	-42,642.19	.00	-455,712.72	63.5%
6013600	45150	WATER - MISC SERVICE	-632,320	-632,320	-518,708.64	-43,435.00	.00	-113,611.36	82.0%
6013600	45190	WATER - OTHER REVENU	-144,530	-144,530	-401,218.18	-8,965.00	.00	256,688.18	277.6%
6013600	45190	T0255 WATER - OTHER R	0	0	-2,884.14	.00	.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	-622,172.16	-182,432.34	.00	563,472.16	1059.9%
6013600	47200	BETTER AMERICA BOND	-2,067,894	-2,067,894	-1,865,389.25	-932,694.63	.00	-202,504.69	90.2%
6013600	49000	TRANSFERS IN (LABOR)	-132,739	-132,739	-31,445.42	-7,333.48	.00	-101,293.58	23.7%
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%
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 (L	0	0	-5,270.89	-990.09	.00	5,270.89	100.0%
6013600	49000	C1804 TRANSFERS IN (L	0	0	-20,345.78	.00	.00	20,345.78	100.0%
6013600	49000	C1806 TRANSFERS IN (L	0	0	-6,430.07	-1,293.03	.00	6,430.07	100.0%
6013600	49000	C1810 TRANSFERS IN (L	0	0	-3,649.11	.00	.00	3,649.11	100.0%
6013600	49000	C2005 TRANSFERS IN (L	0	0	-1,685.60	-520.24	.00	1,685.60	100.0%
6013600	49000	C2010 TRANSFERS IN (L	0	0	-116.68	.00	.00	116.68	100.0%
6013600	49000	C2019 TRANSFERS IN (L	0	0	-5,313.31	.00	.00	5,313.31	100.0%
6013600	49000	C2021 TRANSFERS IN (L	0	0	-13,771.24	-781.86	.00	13,771.24	100.0%
6013600	49000	C2022 TRANSFERS IN (L	0	0	-21,608.56	.00	.00	21,608.56	100.0%
6013600	49000	C2026 TRANSFERS IN (L	0	0	-2,357.20	.00	.00	2,357.20	100.0%
6013600	49000	C2027 TRANSFERS IN (L	0	0	-1,410.39	-168.73	.00	1,410.39	100.0%
6013600	49000	C2029 TRANSFERS IN (L	0	0	-4,279.07	.00	.00	4,279.07	100.0%
6013600	49000	C2039 TRANSFERS IN (L	0	0	-226.91	.00	.00	226.91	100.0%

YEAR-TO-DATE BUDGET REPORT
REVENUE - JUNE 2024

FOR 2024 12

601	WATER OPERATING FUND			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6013600	49000	C2042	TRANSFERS IN (L	0	0	-3,753.55	-65.78	.00	3,753.55	100.0%
6013600	49000	C2043	TRANSFERS IN (L	0	0	-3,865.84	-226.48	.00	3,865.84	100.0%
6013600	49000	C2101	TRANSFERS IN (L	0	0	-3,704.12	.00	.00	3,704.12	100.0%
6013600	49000	C2102	TRANSFERS IN (L	0	0	-29,286.23	-2,619.05	.00	29,286.23	100.0%
6013600	49000	C2104	TRANSFERS IN (L	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 (L	0	0	-1,141.08	.00	.00	1,141.08	100.0%
6013600	49000	C2115	TRANSFERS IN (L	0	0	-4,066.16	.00	.00	4,066.16	100.0%
6013600	49000	C2124	TRANSFERS IN (L	0	0	-19,067.21	-677.11	.00	19,067.21	100.0%
6013600	49000	C2201	TRANSFERS IN (L	0	0	-56,973.73	-4,420.14	.00	56,973.73	100.0%
6013600	49000	C2205	TRANSFERS IN (L	0	0	-50,072.18	-7,238.65	.00	50,072.18	100.0%
6013600	49000	C2209	TRANSFERS IN (L	0	0	-54,625.13	-8,048.71	.00	54,625.13	100.0%
6013600	49000	C2220	TRANSFERS IN (L	0	0	-22,759.18	-4,905.84	.00	22,759.18	100.0%
6013600	49000	C2226	TRANSFERS IN (L	0	0	-1,886.26	.00	.00	1,886.26	100.0%
6013600	49000	C2227	TRANSFERS IN (L	0	0	-5,458.06	-489.96	.00	5,458.06	100.0%
6013600	49000	C2228	TRANSFERS IN (L	0	0	-1,242.16	-303.42	.00	1,242.16	100.0%
6013600	49000	C2229	TRANSFERS IN (L	0	0	-1,814.42	.00	.00	1,814.42	100.0%
6013600	49000	C2230	TRANSFERS IN (L	0	0	-45,344.88	.00	.00	45,344.88	100.0%
6013600	49000	C2231	TRANSFERS IN (L	0	0	-1,402.02	-124.87	.00	1,402.02	100.0%
6013600	49000	C2232	TRANSFERS IN (L	0	0	-6,666.53	-2,659.72	.00	6,666.53	100.0%
6013600	49000	C2234	TRANSFERS IN (L	0	0	-2,982.87	-1,964.08	.00	2,982.87	100.0%
6013600	49000	C2249	TRANSFERS IN (L	0	0	-3,748.95	-461.43	.00	3,748.95	100.0%
6013600	49000	C2305	TRANSFERS IN (L	0	0	-2,467.18	-484.67	.00	2,467.18	100.0%
6013600	49000	C2306	TRANSFERS IN (L	0	0	-694.98	-315.29	.00	694.98	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	-2,787.72	-256.86	.00	2,787.72	100.0%
6013600	49000	G2206	TRANSFERS IN (L	0	0	-991.17	-991.17	.00	991.17	100.0%
6013600	49000	M2210	TRANSFERS IN (L	0	0	-1,521.25	-190.51	.00	1,521.25	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%
6013600	49510		INTEREST PAYMENTS -	-14,694	-14,694	-14,693.50	.00	.00	-.50	100.0%
6013602	47000		MISCELLANEOUS REVENU	0	0	-13,650.00	-700.00	.00	13,650.00	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	-46,761.40	-13,374.97	.00	46,761.40	100.0%
6013604	49000	C2022	TRANSFERS IN (L	0	0	-16,564.04	.00	.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	-570,098.47	-39,843.80	.00	285,684.47	200.4%
TOTAL WATER OPERATING FUND				-67,844,077	-70,119,070	-64,902,628.19	-6,451,333.83	.00	-5,216,442.25	92.6%
TOTAL REVENUES				-67,844,077	-70,119,070	-64,902,628.19	-6,451,333.83	.00	-5,216,442.25	

602 WATER CIP FUND

6023600	49300	C1001	TRANSFERS IN	0	-12,062,741	-155,577.50	-2,565.00	.00	-11,907,163.22	1.3%
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YEAR-TO-DATE BUDGET REPORT
REVENUE - JUNE 2024

FOR 2024 12

602	WATER CIP FUND			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6023600	49300	C1101	TRANSFERS IN	0	-12,959	-826.30	.00	.00	-12,132.72	6.4%
6023600	49300	C1804	TRANSFERS IN	0	0	-40,690.19	.00	.00	40,690.19	100.0%
6023600	49300	C1806	TRANSFERS IN	0	-112,237	-12,859.58	-6,021.75	.00	-99,377.46	11.5%
6023600	49300	C1812	TRANSFERS IN	0	-195,775	.00	.00	.00	-195,775.26	.0%
6023600	49300	C2021	TRANSFERS IN	0	-3,155,082	-1,172,230.02	-993,927.38	.00	-1,982,851.78	37.2%
6023600	49300	C2022	TRANSFERS IN	0	-18,748,860	-13,235,145.03	-6,753,743.16	.00	-5,513,715.35	70.6%
6023600	49300	C2023	TRANSFERS IN	0	-990,653	-11,675.87	-11,675.87	.00	-978,977.13	1.2%
6023600	49300	C2026	TRANSFERS IN	0	-849,609	-11,466.70	-2,785.00	.00	-838,142.18	1.3%
6023600	49300	C2113	TRANSFERS IN	0	-400,000	.00	.00	.00	-400,000.00	.0%
6023600	49300	C2115	TRANSFERS IN	0	-739,487	-233,988.39	-73,966.45	.00	-505,498.78	31.6%
6023600	49300	C2218	TRANSFERS IN	0	-300,000	.00	.00	.00	-300,000.00	.0%
6023600	49300	C2226	TRANSFERS IN	0	-1,555,826	-217,392.64	-136,608.51	.00	-1,338,433.84	14.0%
6023600	49300	C2227	TRANSFERS IN	0	-244,805	-11,197.80	-3,756.74	.00	-233,607.55	4.6%
6023600	49300	C2228	TRANSFERS IN	0	-586,513	-315,342.34	-197,420.69	.00	-271,170.42	53.8%
6023600	49300	C2229	TRANSFERS IN	0	-479,365	-10,377.35	-6,749.00	.00	-468,987.85	2.2%
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	-3,035.76	-367.23	.00	-196,026.74	1.5%
6023600	49300	C2308	TRANSFERS IN	0	-600,000	.00	.00	.00	-600,000.00	.0%
6023600	49300	C2401	TRANSFERS IN	0	-650,000	-587,434.84	-110,542.87	.00	-62,565.16	90.4%
6023607	49300	C2022	TRANSFERS IN	0	-9,393	.00	.00	.00	-9,393.00	.0%
6023607	49300	C2027	TRANSFERS IN	0	-756,281	-44,795.22	-41,143.18	.00	-711,486.09	5.9%
TOTAL WATER CIP FUND				0	-43,427,081	-16,581,820.97	-8,341,272.83	.00	-26,845,259.53	38.2%
TOTAL REVENUES				0	-43,427,081	-16,581,820.97	-8,341,272.83	.00	-26,845,259.53	
603 WATER DEVLPMT IMPACT FEES FUND										
6033600	45180	WATER-RESOURCE DEV F		-600,000	-600,000	-984,012.00	-71,081.00	.00	384,012.00	164.0%
6033600	47100	INTEREST INC- INVEST		-117,350	-117,350	-368,646.84	.00	.00	251,296.84	314.1%
TOTAL WATER DEVLPMT IMPACT FEES F				-717,350	-717,350	-1,352,658.84	-71,081.00	.00	635,308.84	188.6%
TOTAL REVENUES				-717,350	-717,350	-1,352,658.84	-71,081.00	.00	635,308.84	
605 WATER CAP FACILITY FUND										
6053600	45170	WATER-CAPITAL FAC CH		-67,471	-67,471	-122,096.00	-8,868.00	.00	54,625.00	181.0%
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	-146,849.84	-8,868.00	.00	69,241.84	189.2%
TOTAL REVENUES				-77,608	-77,608	-146,849.84	-8,868.00	.00	69,241.84	

YEAR-TO-DATE BUDGET REPORT
REVENUE - JUNE 2024

FOR 2024 12

606	WATER RESOURCE FEE FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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	-8,972.77	-706.07	.00	-675,590.23	1.3%
6083607 45160	WATER-CROSS CONTAM P	-328,813	-328,813	-390,705.00	-46,494.00	.00	61,892.00	118.8%
6083607 47100	INTEREST INC- INVEST	-9,259	-9,259	-25,485.82	.00	.00	16,226.82	275.3%
TOTAL WATER SECURITY-CONT PREV FU		-1,022,635	-1,022,635	-425,163.59	-47,200.07	.00	-597,471.41	41.6%
TOTAL REVENUES		-1,022,635	-1,022,635	-425,163.59	-47,200.07	.00	-597,471.41	
609 WATER BOND 2021A REV BOND FUND								
6093600 47110	OTHER INTEREST INCOM	0	0	-188,540.49	-47,332.06	.00	188,540.49	100.0%
TOTAL WATER BOND 2021A REV BOND F		0	0	-188,540.49	-47,332.06	.00	188,540.49	100.0%
TOTAL REVENUES		0	0	-188,540.49	-47,332.06	.00	188,540.49	
611 WASTEWATER OPERATING FUND								
6111001 47800	SALES OF ASSETS	-25,000	-25,000	.00	.00	.00	-25,000.00	.0%

YEAR-TO-DATE BUDGET REPORT
REVENUE - JUNE 2024

FOR 2024 12

611	WASTEWATER OPERATING FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6113610 43270	PENALTIES & FORFEITU	-439,000	-439,000	-408,465.97	-36,809.43	.00	-30,534.03	93.0%
6113610 45200	SEWER CHARGES - RES	-23,407,211	-23,407,211	-22,185,719.57	-1,972,592.97	.00	-1,221,491.43	94.8%
6113610 45210	SEWER CHARGES - RES	-7,662,668	-7,662,668	-7,470,387.46	-674,116.15	.00	-192,280.54	97.5%
6113610 45220	SEWER CHARGES - COMM	-5,350,424	-5,350,424	-5,076,050.94	-440,922.35	.00	-274,373.06	94.9%
6113610 45230	SEWER CHARGES - INDU	-5,509,149	-5,509,149	-5,128,773.61	-370,473.49	.00	-380,375.39	93.1%
6113610 45240	SEWER CHARGES-OUTSID	-570,000	-570,000	-529,835.27	-200,488.74	.00	-40,164.73	93.0%
6113610 45250	SEWER CODE ENFORCEME	-80,000	-80,000	-87,239.30	-19,600.00	.00	7,239.30	109.0%
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	-9,467.29	-3,161.10	.00	9,467.29	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	-285,498.95	-5,617.49	.00	151,498.95	213.1%
6113612 45260	DISCHARGE PERMIT-WW	-118,537	-118,537	-113,765.63	200.00	.00	-4,771.37	96.0%
6113613 47000	MISCELLANEOUS REVENU	0	0	-1,021.48	.00	.00	1,021.48	100.0%
6113613 49160	TRANSFERS IN - IU	-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	.00	.00	-454,956.38	81.0%
6113614 45270	WW LABORATORY SERVIC	-6,880	-6,880	-21,310.00	-5,240.00	.00	14,430.00	309.7%
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	-5,270.53	-989.90	.00	5,270.53	100.0%
6113614 49000 C1804	TRANSFERS IN (L	0	0	-20,344.41	.00	.00	20,344.41	100.0%
6113614 49000 C1806	TRANSFERS IN (L	0	0	-6,429.51	-1,293.01	.00	6,429.51	100.0%
6113614 49000 C1810	TRANSFERS IN (L	0	0	-3,541.62	.00	.00	3,541.62	100.0%
6113614 49000 C2010	TRANSFERS IN (L	0	0	-113.10	.00	.00	113.10	100.0%
6113614 49000 C2019	TRANSFERS IN (L	0	0	-5,156.97	.00	.00	5,156.97	100.0%
6113614 49000 C2021	TRANSFERS IN (L	0	0	-12,557.02	-758.91	.00	12,557.02	100.0%
6113614 49000 C2022	TRANSFERS IN (L	0	0	-19,574.72	.00	.00	19,574.72	100.0%
6113614 49000 C2026	TRANSFERS IN (L	0	0	-2,357.00	.00	.00	2,357.00	100.0%
6113614 49000 C2027	TRANSFERS IN (L	0	0	-1,368.89	-163.72	.00	1,368.89	100.0%
6113614 49000 C2029	TRANSFERS IN (L	0	0	-4,278.64	.00	.00	4,278.64	100.0%
6113614 49000 C2039	TRANSFERS IN (L	0	0	-220.21	.00	.00	220.21	100.0%
6113614 49000 C2042	TRANSFERS IN (L	0	0	-3,643.29	-63.83	.00	3,643.29	100.0%
6113614 49000 C2043	TRANSFERS IN (L	0	0	-3,752.30	-219.62	.00	3,752.30	100.0%
6113614 49000 C2101	TRANSFERS IN (L	0	0	-3,595.19	.00	.00	3,595.19	100.0%
6113614 49000 C2102	TRANSFERS IN (L	0	0	-28,540.18	-2,582.16	.00	28,540.18	100.0%
6113614 49000 C2104	TRANSFERS IN (L	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 (L	0	0	-13,739.87	-657.35	.00	13,739.87	100.0%
6113614 49000 C2201	TRANSFERS IN (L	0	0	-79,342.20	-4,290.30	.00	79,342.20	100.0%
6113614 49000 C2205	TRANSFERS IN (L	0	0	-23,268.38	-4,605.83	.00	23,268.38	100.0%
6113614 49000 C2209	TRANSFERS IN (L	0	0	-36,513.27	-2,421.36	.00	36,513.27	100.0%
6113614 49000 C2220	TRANSFERS IN (L	0	0	-22,090.51	-4,761.51	.00	22,090.51	100.0%
6113614 49000 C2226	TRANSFERS IN (L	0	0	-1,885.62	.00	.00	1,885.62	100.0%

YEAR-TO-DATE BUDGET REPORT
REVENUE - JUNE 2024

FOR 2024 12

611	WASTEWATER OPERATING FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6113614 49000 C2227	TRANSFERS IN (L	0	0	-1,126.10	-475.62	.00	1,126.10	100.0%
6113614 49000 C2228	TRANSFERS IN (L	0	0	-945.05	-294.57	.00	945.05	100.0%
6113614 49000 C2229	TRANSFERS IN (L	0	0	-1,813.93	.00	.00	1,813.93	100.0%
6113614 49000 C2230	TRANSFERS IN (L	0	0	-2,366.48	.00	.00	2,366.48	100.0%
6113614 49000 C2231	TRANSFERS IN (L	0	0	-1,002.00	-121.18	.00	1,002.00	100.0%
6113614 49000 C2232	TRANSFERS IN (L	0	0	-6,242.04	-2,581.56	.00	6,242.04	100.0%
6113614 49000 C2234	TRANSFERS IN (L	0	0	-2,908.65	-1,906.11	.00	2,908.65	100.0%
6113614 49000 C2249	TRANSFERS IN (L	0	0	-3,639.21	-447.87	.00	3,639.21	100.0%
6113614 49000 C2305	TRANSFERS IN (L	0	0	-2,395.03	-470.45	.00	2,395.03	100.0%
6113614 49000 C2306	TRANSFERS IN (L	0	0	-433.78	-306.14	.00	433.78	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	-2,705.41	-249.34	.00	2,705.41	100.0%
6113614 49000 G2206	TRANSFERS IN (L	0	0	-961.94	-961.94	.00	961.94	100.0%
6113614 49000 M2210	TRANSFERS IN (L	0	0	-1,476.58	-184.99	.00	1,476.58	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	-1,114.00	-504.92	.00	1,114.00	100.0%
6113615 49000 C2111	TRANSFERS IN (L	0	0	-1,115.24	.00	.00	1,115.24	100.0%
6113615 49000 C2124	TRANSFERS IN (L	0	0	-4,916.43	.00	.00	4,916.43	100.0%
6113615 49000 C2205	TRANSFERS IN (L	0	0	-26,380.81	-2,555.20	.00	26,380.81	100.0%
6113615 49000 C2209	TRANSFERS IN (L	0	0	-17,873.97	-5,627.04	.00	17,873.97	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	-47,873,263.83	-3,768,316.15	.00	-1,101,502.17	97.8%
TOTAL REVENUES		-48,974,766	-48,974,766	-47,873,263.83	-3,768,316.15	.00	-1,101,502.17	
612 WASTEWATER CIP FUND								
6123610 49300 C1814	TRANSFERS IN	-3,000,000	-6,754,194	-205,959.62	-41,888.44	.00	-6,548,234.59	3.0%
6123610 49300 C1815	TRANSFERS IN	0	-142,101	.00	.00	.00	-142,101.00	.0%
6123610 49300 C2029	TRANSFERS IN	0	-2,988,592	-404,199.27	-652.50	.00	-2,584,392.70	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	-21,219,272.80	-7,558,713.81	.00	-36,181,775.14	37.0%
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	-1,624,045.42	-1,349,478.05	.00	-4,206,761.64	27.9%

YEAR-TO-DATE BUDGET REPORT

REVENUE - JUNE 2024

FOR 2024 12

612	WASTEWATER CIP FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6123610 49300 C2234	TRANSFERS IN	0	-806,512	-13,825.22	-9,806.16	.00	-792,686.52	1.7%
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	-246,414.10	-219,276.42	.00	-3,103,585.90	7.4%
6123610 49300 C2309	TRANSFERS IN	-750,000	-1,414,608	-104,354.51	-16,021.98	.00	-1,310,253.67	7.4%
6123610 49300 C2310	TRANSFERS IN	-1,250,000	-1,487,944	-38,117.40	-32,353.65	.00	-1,449,827.08	2.6%
6123610 49300 C2311	TRANSFERS IN	-400,000	-500,000	.00	.00	.00	-500,000.00	.0%
6123610 49300 C2402	TRANSFERS IN	0	-948,477	-2,205.00	-367.50	.00	-946,272.00	.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	-23,947,960.34	-9,228,558.51	.00	-79,219,869.12	23.2%
TOTAL REVENUES		-13,900,000	-103,167,829	-23,947,960.34	-9,228,558.51	.00	-79,219,869.12	
613 WASTEWATER CONNECTION FEE FUND								
6133610 45280	SEWER CONNECTION FEE	-1,350,000	-1,350,000	-2,809,487.17	-340,206.16	.00	1,459,487.17	208.1%
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	-3,081,963.37	-340,206.16	.00	1,650,930.37	215.4%
TOTAL REVENUES		-1,431,033	-1,431,033	-3,081,963.37	-340,206.16	.00	1,650,930.37	
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								
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%

YEAR-TO-DATE BUDGET REPORT
 REVENUE - JUNE 2024

FOR 2024 12

631	SOLID WASTE OPERATING FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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 (L	0	0	-3,541.54	.00	.00	3,541.54	100.0%
6313630 49000 C2005	TRANSFERS IN (L	0	0	-1,636.03	-504.96	.00	1,636.03	100.0%
6313630 49000 C2019	TRANSFERS IN (L	0	0	-5,156.68	.00	.00	5,156.68	100.0%
6313630 49000 C2021	TRANSFERS IN (L	0	0	-6,230.18	-758.91	.00	6,230.18	100.0%
6313630 49000 C2101	TRANSFERS IN (L	0	0	-3,595.75	.00	.00	3,595.75	100.0%
6313630 49000 C2102	TRANSFERS IN (L	0	0	-24,619.10	-1,217.03	.00	24,619.10	100.0%
6313630 49000 C2104	TRANSFERS IN (L	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 (L	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 (L	0	0	-40.31	.00	.00	40.31	100.0%
6313630 49000 C2201	TRANSFERS IN (L	0	0	-42,465.45	-4,290.30	.00	42,465.45	100.0%
6313630 49000 C2205	TRANSFERS IN (L	0	0	-13,909.96	-2,555.33	.00	13,909.96	100.0%
6313630 49000 C2209	TRANSFERS IN (L	0	0	-7,796.77	.00	.00	7,796.77	100.0%
6313630 49000 C2220	TRANSFERS IN (L	0	0	-22,090.06	-4,761.17	.00	22,090.06	100.0%
6313630 49000 C2227	TRANSFERS IN (L	0	0	-475.68	-475.68	.00	475.68	100.0%
6313630 49000 C2228	TRANSFERS IN (L	0	0	-294.62	-294.62	.00	294.62	100.0%
6313630 49000 C2232	TRANSFERS IN (L	0	0	-3,681.98	-2,581.71	.00	3,681.98	100.0%
6313630 49000 C2234	TRANSFERS IN (L	0	0	-1,906.58	-1,906.58	.00	1,906.58	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	-307,731.47	-21,933.60	.00	42,731.47	116.1%
6313632 45300	RESIDENTIAL STANDARD	-12,873,577	-12,873,577	-12,505,154.43	-1,015,667.47	.00	-368,422.57	97.1%
6313632 45301	RESIDENTIAL SPECIAL	-134,044	-134,044	-136,192.39	-12,823.84	.00	2,148.39	101.6%
6313632 45310	RESIDENTIAL EXTRA CA	-443,203	-443,203	-451,372.07	-38,441.44	.00	8,169.07	101.8%
6313632 47000	MISCELLANEOUS REVENU	-2,040	-2,040	-53,291.14	-36,898.14	.00	51,251.14	2612.3%
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	-11,484,108.67	-1,312,684.92	.00	290,467.67	102.6%
6313633 45311	COMMERCIAL FEL 2-CUB	-4,172,960	-4,172,960	-4,085,560.25	-432,283.11	.00	-87,399.75	97.9%
6313633 45312	COMMERCIAL CARTS SER	-218,371	-218,371	-212,777.30	-19,196.46	.00	-5,593.70	97.4%
6313633 45313	COMMERCIAL SPECIAL P	-21,570	-21,570	-14,313.45	-2,347.34	.00	-7,256.55	66.4%
6313633 45314	COMMERCIAL FOOD WAST	-55,836	-55,836	-168,529.84	-18,502.00	.00	112,693.84	301.8%
6313634 45320	INDUSTRIAL 30-CUBIC	-1,496,055	-1,496,055	-1,566,925.40	-164,759.56	.00	70,870.40	104.7%
6313634 45321	INDUSTRIAL 13.4-CUBI	-890,604	-890,604	-1,042,885.96	-123,718.52	.00	152,281.96	117.1%
6313634 45322	INDUSTRIAL 30YD PASS	-1,246,492	-1,246,492	-1,722,092.11	-175,651.69	.00	475,600.11	138.2%
6313634 45323	INDUSTRIAL 13.4YD PA	-293,552	-293,552	-221,789.13	-19,227.46	.00	-71,762.87	75.6%
6313634 45324	INDUSTRIAL SPECIAL P	-378,410	-378,410	-249,656.26	-25,128.55	.00	-128,753.74	66.0%

YEAR-TO-DATE BUDGET REPORT
REVENUE - JUNE 2024

FOR 2024 12

631	SOLID WASTE OPERATING FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6313634 45325	INDUST SPEC P/U PASS	-602,811	-602,811	-370,242.58	-38,478.64	.00	-232,568.42	61.4%
6313634 45326	INDUSTRIAL RENTAL CH	-83,603	-83,603	-110,565.00	-11,415.00	.00	26,962.00	132.3%
6313634 45327	WALKING FLOOR TRAILER	-521,881	-521,881	-439,140.45	-35,690.40	.00	-82,740.55	84.1%
6313634 45328	WALK FL TRAILER PASS	-776,529	-776,529	-714,643.37	-57,202.03	.00	-61,885.63	92.0%
6313634 47000	MISCELLANEOUS REVENU	0	0	-685.00	-85.00	.00	685.00	100.0%
6313635 45330	SOLID WASTE - RECYCL	0	0	-3,705.38	-3,705.38	.00	3,705.38	100.0%
6313635 45340	DEL NORTE WASTE GATE	-6,902,000	-6,902,000	-8,533,139.91	-702,667.65	.00	1,631,139.91	123.6%
6313635 45341	DEL NORTE HOST FEE	-27,718	-27,718	4,278.36	4,278.36	.00	-31,996.36	-15.4%
6313635 45342	DEL NORTE CONST-DEMO	-172,971	-172,971	1,008.69	1,008.69	.00	-173,979.69	-.6%
6313635 47000	MISCELLANEOUS REVENU	-15,000	-15,000	-64,708.95	-48,840.00	.00	49,708.95	431.4%
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	-3,657,833.64	-781,408.47	.00	322,833.64	109.7%
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	-2,796.75	.00	.00	-47,203.25	5.6%
TOTAL SOLID WASTE OPERATING FUND		-48,921,373	-48,969,577	-51,300,910.25	-5,112,815.91	.00	2,331,332.83	104.8%
TOTAL REVENUES		-48,921,373	-48,969,577	-51,300,910.25	-5,112,815.91	.00	2,331,332.83	
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	-453,097.42	-2,208.82	.00	-1,383,332.54	24.7%
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%
6323631 49300 C2423	TRANSFERS IN -	0	-519,396	.00	.00	.00	-519,396.00	.0%
6323639 49300 C2020	TRANSFERS IN	0	-299,350	.00	.00	.00	-299,350.00	.0%
TOTAL SOLID WASTE CIP FUND		0	-5,504,794	-453,820.94	-2,208.82	.00	-5,050,972.76	8.2%
TOTAL REVENUES		0	-5,504,794	-453,820.94	-2,208.82	.00	-5,050,972.76	
634 SOLID WASTE DEVELOPER FEE FUND								
6343632 45302	SOLID WASTE - RESID	-9,000	-9,000	-11,119.68	-617.76	.00	2,119.68	123.6%
6343632 45303	SOLID WASTE - RESID	0	0	-4,748.76	-263.82	.00	4,748.76	100.0%
6343632 45304	SOLID WASTE - RESID	0	0	-6,086.88	-338.16	.00	6,086.88	100.0%
6343632 45305	SOLID WASTE - RESID	0	0	-5,085.72	-282.54	.00	5,085.72	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	-34,370.00	-2,946.00	.00	16,370.00	190.9%

YEAR-TO-DATE BUDGET REPORT
REVENUE - JUNE 2024

FOR 2024 12

634	SOLID WASTE DEVELOPER FEE FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6343633 45317	SOLID WASTE - FRONT-	0	0	-22,611.52	-1,785.12	.00	22,611.52	100.0%
	TOTAL SOLID WASTE DEVELOPER FEE F	-32,036	-32,036	-103,718.33	-6,233.40	.00	71,682.33	323.8%
	TOTAL REVENUES	-32,036	-32,036	-103,718.33	-6,233.40	.00	71,682.33	
638 SOLID WASTE SEC - CONT PREV FU								
6383639 45150	SOLID WASTE COMTAM P	-178,000	-178,000	-167,251.20	-83,997.48	.00	-10,748.80	94.0%
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	-186,361.26	-83,997.48	.00	2,174.26	101.2%
	TOTAL REVENUES	-184,187	-184,187	-186,361.26	-83,997.48	.00	2,174.26	
641 PERFORMING ARTS CENTER FUND								
6415601 43100	PACC VENDOR FACILITY	-233,000	-233,000	-377,915.00	-34,974.75	.00	144,915.00	162.2%
6415601 43110	PACC VENDOR CONCESSI	-15,000	-15,000	-16,726.50	-1,422.53	.00	1,726.50	111.5%
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	-396,442.04	-36,397.28	.00	148,442.04	159.9%
	TOTAL REVENUES	-248,000	-248,000	-396,442.04	-36,397.28	.00	148,442.04	
651 GOLF COURSE OPERATING FUND								
6513640 44100	GOLF COURSE - OPERAT	-6,146,450	-7,077,849	-7,280,701.13	-617,541.59	.00	202,852.13	102.9%
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	-7,647,018.67	-617,541.59	.00	303,969.67	104.1%
	TOTAL REVENUES	-6,411,650	-7,343,049	-7,647,018.67	-617,541.59	.00	303,969.67	
652 GOLF COURSE CIP FUND								
6523640 49300 C2242	TRANSFERS IN	0	-600,000	.00	.00	.00	-600,000.00	.0%
6523640 49300 C2312	TRANSFERS IN	0	-117,983	-15,916.18	-12,775.91	.00	-102,066.46	13.5%
6523640 49300 C2313	TRANSFERS IN	0	-470,804	-37,735.52	-6,099.70	.00	-433,068.16	8.0%

YEAR-TO-DATE BUDGET REPORT
REVENUE - JUNE 2024

FOR 2024 12

652	GOLF COURSE CIP FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL GOLF COURSE CIP FUND	0	-1,188,786	-53,651.70	-18,875.61	.00	-1,135,134.62	4.5%
	TOTAL REVENUES	0	-1,188,786	-53,651.70	-18,875.61	.00	-1,135,134.62	
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	-8,536,870.88	-711,405.22	.00	-37,906.12	99.6%
	TOTAL PUBLIC LIAB & PROP INSUR IS	-8,574,777	-8,574,777	-8,736,269.35	-711,405.22	.00	161,492.35	101.9%
	TOTAL REVENUES	-8,574,777	-8,574,777	-8,736,269.35	-711,405.22	.00	161,492.35	
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	-9,884,339.00	-823,694.33	.00	.00	100.0%
	TOTAL WORKERS COMP INSUR ISF	-9,884,339	-9,884,339	-10,085,353.18	-823,694.33	.00	201,014.18	102.0%
	TOTAL REVENUES	-9,884,339	-9,884,339	-10,085,353.18	-823,694.33	.00	201,014.18	
725 CUSTOMER BILLING OPS ISF								
7251211 49120	INTERNAL UTILITY BIL	-3,041,948	-3,041,948	-3,041,948.00	-253,495.63	.00	.00	100.0%
	TOTAL CUSTOMER BILLING OPS ISF	-3,041,948	-3,041,948	-3,041,948.00	-253,495.63	.00	.00	100.0%
	TOTAL REVENUES	-3,041,948	-3,041,948	-3,041,948.00	-253,495.63	.00	.00	
731 INFORMATION TECHNOLOGY ISF								
7311801 49130	IT INTERNAL SERVICE	-6,193,413	-6,193,413	-6,134,553.60	-511,213.02	.00	-58,859.40	99.0%
7311802 49130	IT INTERNAL SERVICE	-675,347	-675,347	-668,928.81	-55,744.04	.00	-6,418.19	99.0%
7311803 49130	IT INTERNAL SERVICE	-2,065,201	-2,065,201	-2,045,574.26	-170,464.54	.00	-19,626.74	99.0%
7311804 49130	IT INTERNAL SERVICE	-3,107,541	-3,107,541	-3,078,008.33	-256,500.74	.00	-29,532.67	99.0%
7311805 49130	IT INTERNAL SERVICE	-1,138,975	-1,138,975	-1,037,125.00	-86,427.45	.00	-101,850.00	91.1%
	TOTAL INFORMATION TECHNOLOGY ISF	-13,180,477	-13,180,477	-12,964,190.00	-1,080,349.79	.00	-216,287.00	98.4%
	TOTAL REVENUES	-13,180,477	-13,180,477	-12,964,190.00	-1,080,349.79	.00	-216,287.00	

YEAR-TO-DATE BUDGET REPORT
REVENUE - JUNE 2024

FOR 2024 12

732	IT CAPITAL	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
732 IT CAPITAL								
7321801	49300 C1404 TRANSFERS IN	0	-293,487	-4,384.11	-265.00	.00	-289,103.36	1.5%
7321805	49300 C2315 TRANSFERS IN	0	-42,155	.00	.00	.00	-42,154.70	.0%
	TOTAL IT CAPITAL	0	-335,642	-4,384.11	-265.00	.00	-331,258.06	1.3%
	TOTAL REVENUES	0	-335,642	-4,384.11	-265.00	.00	-331,258.06	
735 FACILITIES MAINTENANCE ISF								
7353740	43260 MISCELLANEOUS FEES	0	0	-567.59	-567.59	.00	567.59	100.0%
7353740	43300 RENTAL REVENUE (SHOR	-39,609	-39,609	-39,230.86	.00	.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	-7,363,983.00	-1,191,165.47	.00	.00	100.0%
	TOTAL FACILITIES MAINTENANCE ISF	-6,773,592	-7,403,592	-7,409,937.04	-1,191,733.06	.00	6,345.04	100.1%
	TOTAL REVENUES	-6,773,592	-7,403,592	-7,409,937.04	-1,191,733.06	.00	6,345.04	
741 FLEET SERVICES ISF								
7413750	43400 DAMAGE REIMBURSEMENT	-29,941	-29,941	-62,743.12	.00	.00	32,802.12	209.6%
7413750	47000 MISCELLANEOUS REVENU	-18,818	-18,818	-11,688.04	-2,777.93	.00	-7,129.96	62.1%
7413750	47700 OTHER REIMBURSEMENTS	0	0	-3,208.08	-154.24	.00	3,208.08	100.0%
7413750	47800 SALES OF ASSETS	-2,324	-2,324	-1,993.67	-216.07	.00	-330.33	85.8%
7413750	49150 FLEET-EQUIPMENT MAIN	-9,698,893	-9,698,893	-8,751,292.80	-939,964.05	.00	-947,600.20	90.2%
	TOTAL FLEET SERVICES ISF	-9,749,976	-9,749,976	-8,830,925.71	-943,112.29	.00	-919,050.29	90.6%
	TOTAL REVENUES	-9,749,976	-9,749,976	-8,830,925.71	-943,112.29	.00	-919,050.29	
801 COFA DEBT SERVICE FUND								
8011001	47110 OTHER INTEREST INCOM	0	0	-15,046.98	-11,169.51	.00	15,046.98	100.0%
8011001	49300 TRANSFERS IN	-6,075,631	0	.00	.00	.00	.00	.0%
8011001	49900 TRANSFER IN - DEBT	0	-5,832,736	-5,832,676.69	.00	.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%

YEAR-TO-DATE BUDGET REPORT
REVENUE - JUNE 2024

FOR 2024 12

801	COFA DEBT SERVICE FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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	.00	.00	.00	100.0%
TOTAL COFA DEBT SERVICE FUND		-7,738,131	-7,738,131	-7,753,116.17	-11,169.51	.00	14,985.17	100.2%
TOTAL REVENUES		-7,738,131	-7,738,131	-7,753,116.17	-11,169.51	.00	14,985.17	
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	*****-677,785,883.39	-101,743,086.71		.00	-359,350,836.77	65.4%
** END OF REPORT - Generated by James Costello **								

CITY OF OXNARD BALANCE SHEET REPORT

Jun-24

FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'101	'GENERAL FUND	0000	UNDEFINED SUBFUND	'Asset	(3,588,719.35)	88,112,736.99
				'Fund Balance	614,895.90	(74,168,595.43)
				'Liability	2,973,823.45	(13,944,141.56)
'104	'HALF CENT SALES TAX - MEAS O	0000	UNDEFINED SUBFUND	'Asset	(851,108.33)	26,149,089.70
				'Fund Balance	1,028,755.88	(25,771,196.15)
				'Liability	(177,647.55)	(377,893.55)
'105	'STREET MAINTENANCE (IUF) FUND	0000	UNDEFINED SUBFUND	'Asset	(151,412.06)	634,835.50
				'Fund Balance	151,412.06	(634,873.42)
				'Liability	0.00	37.92
'114	'STORM WATER MANAGEMENT FUND	0000	UNDEFINED SUBFUND	'Asset	166,226.28	213,139.94
				'Fund Balance	(148,128.20)	(191,652.13)
				'Liability	(18,098.08)	(21,487.81)
'119	'PUBLIC SAFETY RETIREMENT FUND	0000	UNDEFINED SUBFUND	'Asset	(172,625.85)	2,312,743.33
				'Fund Balance	307,379.34	(2,178,954.09)
				'Liability	(134,753.49)	(133,789.24)
'120	'MAINT ASSMNT DIST	2000	SPECIAL DISTRICTS ADMIN	'Asset	(124,389.42)	(958,993.43)
				'Fund Balance	159,605.05	996,205.01
				'Liability	(35,215.63)	(37,211.58)
		2030	LMD 03 - RIVER RIDGE	'Asset	(4,571.84)	93,021.17
				'Fund Balance	14,363.91	(82,642.50)
				'Liability	(9,792.07)	(10,378.67)
		2100	LMD 10 - COUNTRY CLUB	'Asset	(923.11)	32,120.18
				'Fund Balance	801.98	(31,617.39)
				'Liability	121.13	(502.79)
		2110	LMD 11 - ST. TROPAZ	'Asset	(3.74)	1,568.68
				'Fund Balance	3.74	(1,568.68)
		2120	LMD 12 - STANDARD PACIFIC	'Asset	(1,250.86)	32,788.85
				'Fund Balance	1,293.41	(31,986.38)
				'Liability	(42.55)	(802.47)
		2130	LMD 13 - LE VILLAGE	'Asset	(458.38)	29,121.87

CITY OF OXNARD BALANCE SHEET REPORT

Jun-24

FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
		2130	LMD 13 - LE VILLAGE	'Fund Balance	335.37	(28,620.96)
				'Liability	123.01	(500.91)
		2140	LMD 14 - CALIFORNIA COVE	'Asset	(109.50)	46,053.53
				'Fund Balance	1,007.29	(44,599.82)
				'Liability	(897.79)	(1,453.71)
		2160	LMD 16 - CALIFORNIA LIGHTHOUSE	'Asset	(7,684.46)	19,196.88
				'Fund Balance	3,433.56	(15,563.16)
				'Liability	4,250.90	(3,633.72)
		2230	LMD 23 - GREYSTONE	'Asset	(207.80)	10,771.28
				'Fund Balance	394.98	(10,164.18)
				'Liability	(187.18)	(607.10)
		2240	LMD 24 - VINEYARDS	'Asset	504.41	28,825.73
				'Fund Balance	42.26	(27,534.14)
				'Liability	(546.67)	(1,291.59)
		2250	LMD 25 - THE POINTE	'Asset	(1,405.66)	31,749.89
				'Fund Balance	3,130.20	(29,605.43)
				'Liability	(1,724.54)	(2,144.46)
		2270	LMD 27- ROSE ISLAND	'Asset	1,776.36	32,377.84
				'Fund Balance	3,454.95	(26,726.61)
				'Liability	(5,231.31)	(5,651.23)
		2280	LMD 28 - HARBORSIDE	'Asset	(3,142.52)	89,120.48
				'Fund Balance	16,775.87	(74,900.53)
				'Liability	(13,633.35)	(14,219.95)
		2300	LMD 30 - HAAS AUTOMATION	'Asset	(3,851.69)	78,656.80
				'Fund Balance	11,139.37	(70,139.16)
				'Liability	(7,287.68)	(8,517.64)
		2310	LMD 31 - RANCHO DE LA ROSA	'Asset	869.56	74,963.91
				'Fund Balance	5,728.23	(67,946.20)
				'Liability	(6,597.79)	(7,017.71)
		2320	LMD 32 - OAK PARK	'Asset	(1,025.74)	53,166.03

CITY OF OXNARD BALANCE SHEET REPORT

Jun-24

FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
		2320	LMD 32 - OAK PARK	'Fund Balance	5,340.53	(48,431.28)
				'Liability	(4,314.79)	(4,734.75)
		2330	LMD 33 - EL PASEO	'Asset	(15,728.88)	46,572.70
				'Fund Balance	4,134.60	(44,011.02)
				'Liability	11,594.28	(2,561.68)
		2340	LMD 34 - SUNRISE PT/SUNSET CV	'Asset	(2,406.22)	94,237.69
				'Fund Balance	28,639.92	(67,584.03)
				'Liability	(26,233.70)	(26,653.66)
		2360	LMD 36 - V ST CRUZ/V CARMEL	'Asset	(25,599.74)	94,921.16
				'Fund Balance	20,984.69	(78,489.74)
				'Liability	4,615.05	(16,431.42)
		2370	LMD 37 - PACIFIC BREEZE	'Asset	10,102.96	162,448.76
				'Fund Balance	(7,887.56)	(159,813.40)
				'Liability	(2,215.40)	(2,635.36)
		2380	LMD 38 - ALDEA DEL MAR	'Asset	(3,603.66)	69,012.91
				'Fund Balance	9,991.63	(62,204.98)
				'Liability	(6,387.97)	(6,807.93)
		2390	LMD 39 - EL SUENO PROMESA	'Asset	(10,473.60)	160,227.24
				'Fund Balance	22,357.24	(148,031.36)
				'Liability	(11,883.64)	(12,195.88)
		2391	LMD 39- D.R. HORTON	'Asset	3,256.91	41,493.73
				'Fund Balance	(73.35)	(38,202.45)
				'Liability	(3,183.56)	(3,291.28)
		2400	LMD 40 - CANTADA	'Asset	(1,643.95)	122,349.54
				'Fund Balance	6,396.40	(117,177.13)
				'Liability	(4,752.45)	(5,172.41)
		2410	LMD 41 - PACIFIC COVE	'Asset	(4,264.21)	42,127.54
				'Fund Balance	2,969.88	(41,401.91)
				'Liability	1,294.33	(725.63)
		2420	LMD 42 - CANTABRIA/CORONADO	'Asset	(876.76)	225,153.79

CITY OF OXNARD BALANCE SHEET REPORT

Jun-24

FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
		2420	LMD 42 - CANTABRIA/CORONADO	'Fund Balance	9,065.45	(210,290.93)
				'Liability	(8,188.69)	(14,862.86)
		2430	LMD 43 - GREENBELT	'Asset	(18,947.86)	181,906.88
				'Fund Balance	59,512.78	(139,978.86)
				'Liability	(40,564.92)	(41,928.02)
		2460	LMD 46 - DAILY RANCH	'Asset	(42,235.66)	114,977.72
				'Fund Balance	62,614.52	(94,178.90)
				'Liability	(20,378.86)	(20,798.82)
		2470	LMD 47 - SYCAMORE PLACE	'Asset	(1,915.16)	110,175.99
				'Fund Balance	15,984.47	(95,686.72)
				'Liability	(14,069.31)	(14,489.27)
		2490	LMD 49 - CAMERON RANCH	'Asset	(654.94)	(59,811.28)
				'Fund Balance	1,074.90	60,231.24
				'Liability	(419.96)	(419.96)
		2500	LMD 50 - PV SENIOR HOUSING	'Asset	4,188.69	41,630.32
				'Fund Balance	(467.87)	(37,489.54)
				'Liability	(3,720.82)	(4,140.78)
		2510	LMD 51 - PFEILER	'Asset	(10,218.22)	211,231.28
				'Fund Balance	15,367.84	(198,828.18)
				'Liability	(5,149.62)	(12,403.10)
		2520	LMD 52 - WINGFIELD	'Asset	(27,773.00)	238,972.47
				'Fund Balance	20,200.04	(231,097.47)
				'Liability	7,572.96	(7,875.00)
		2530	LMD 53 - HUFF COURT	'Asset	(2,461.33)	5,932.32
				'Fund Balance	362.42	(5,707.35)
				'Liability	2,098.91	(224.97)
		2540	LMD 54 - MEADOWCREST	'Asset	2,278.19	97,133.73
				'Fund Balance	(935.95)	(95,371.53)
				'Liability	(1,342.24)	(1,762.20)
		2550	LMD 55 - WINGFIELD WEST	'Asset	(2,138.49)	49,313.26

CITY OF OXNARD BALANCE SHEET REPORT

Jun-24

FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
		2550	LMD 55 - WINGFIELD WEST	'Fund Balance	4,390.27	(46,641.52)
				'Liability	(2,251.78)	(2,671.74)
		2580	LMD 58 - WESTWIND	'Asset	3,355.98	136,233.41
				'Fund Balance	14,426.69	(118,030.78)
				'Liability	(17,782.67)	(18,202.63)
		2600	LMD 60 - ARTISAN	'Asset	(4,417.41)	26,438.39
				'Fund Balance	3,680.16	(24,103.68)
				'Liability	737.25	(2,334.71)
		3040	LMD 04 - MNDLY BAY/BEACH MAIN	'Asset	1,704.31	66,784.47
				'Fund Balance	10,234.30	(54,259.34)
				'Liability	(11,938.61)	(12,525.13)
		4010	WATERWAYS 01- MANDALAY BAY	'Asset	10,178.57	226,902.61
				'Fund Balance	12,076.28	(203,531.88)
				'Liability	(22,254.85)	(23,370.73)
		4020	WATERWAYS 02- HARBOR ISLAND	'Asset	(48,920.15)	(33,006.69)
				'Fund Balance	51,767.52	36,184.20
				'Liability	(2,847.37)	(3,177.51)
		5080	OXNARD TWIN CENTER CFD 88-1	'Fund Balance	0.00	0.00
		6020	CFD 02 - WESTPORT	'Asset	(8,074.17)	1,497,588.52
				'Fund Balance	72,997.51	(1,408,874.37)
				'Liability	(64,923.34)	(88,714.15)
		6040	CFD 04 - SEABRIDGE	'Asset	(17,321.60)	3,745,847.48
				'Fund Balance	115,539.50	(3,617,062.21)
				'Liability	(98,217.90)	(128,785.27)
		6050	CFD 05 - RIVERPARK	'Asset	(317,427.71)	2,976,821.62
				'Fund Balance	350,673.10	(2,701,990.55)
				'Liability	(33,245.39)	(274,831.07)
		6060	CFD 09 - NORTHSHORE MANDALAY	'Asset	(308.75)	491,972.09
				'Fund Balance	308.75	(491,972.09)

CITY OF OXNARD BALANCE SHEET REPORT

Jun-24

FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
		6070	CFD 07- WAGON WHEEL	'Asset	0.00	152,823.90
				'Fund Balance	44,711.83	(31,085.20)
				'Liability	(44,711.83)	(121,738.70)
		6080	CFD 08 - SAKIOKA FARMS	'Asset	(314,135.15)	156,625.03
				'Fund Balance	317,644.19	(153,115.99)
				'Liability	(3,509.04)	(3,509.04)
'181	'STATE GAS TAX FUND	0000	UNDEFINED SUBFUND	'Asset	3,469,154.04	432,050.07
				'Fund Balance	(3,334,205.28)	(247,823.13)
				'Liability	(134,948.76)	(184,226.94)
'182	'TRAFFIC SAFETY FUND	0000	UNDEFINED SUBFUND	'Asset	27,552.22	111,160.53
				'Fund Balance	(26,221.08)	(109,829.38)
				'Liability	(1,331.14)	(1,331.15)
'185	'ROAD MAINT & REHAB ACT FUND	0000	UNDEFINED SUBFUND	'Asset	(2,913,536.72)	3,772,526.72
				'Fund Balance	2,909,922.97	(3,772,526.72)
				'Liability	3,613.75	0.00
'191	'ASSET SEIZURE FUND - FED	0000	UNDEFINED SUBFUND	'Asset	(1,947.28)	163,789.90
				'Fund Balance	16,085.25	(149,281.93)
				'Liability	(14,137.97)	(14,507.97)
'192	'ASSET SEIZURE FUND - STATE	0000	UNDEFINED SUBFUND	'Asset	(14,988.44)	90,760.22
				'Fund Balance	3,463.84	(90,760.22)
				'Liability	11,524.60	0.00
'200	'FEDERAL GRANTS FUND	0000	UNDEFINED SUBFUND	'Asset	3,447,252.58	(2,750,812.70)
				'Fund Balance	(3,380,658.16)	2,814,878.31
				'Liability	(66,594.42)	(64,065.61)
'201	'CDGB FUND	0000	UNDEFINED SUBFUND	'Asset	411,775.28	(1,670,021.97)
				'Fund Balance	217,127.06	4,451,221.59
				'Liability	(628,902.34)	(2,781,199.62)
'202	'HOME FUND	0000	UNDEFINED SUBFUND	'Asset	479,039.22	8,647,971.86
				'Fund Balance	606,452.83	586,539.10
				'Liability	(1,085,492.05)	(9,234,510.96)

CITY OF OXNARD BALANCE SHEET REPORT

Jun-24

FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'203	'EMERGENCY SHELTER FUND	0000	UNDEFINED SUBFUND	'Asset	(56,077.75)	(43,562.57)
				'Fund Balance	99,213.16	109,011.25
				'Liability	(43,135.41)	(65,448.68)
'204	'ARPA	0000	UNDEFINED SUBFUND	'Asset	(8,581,723.37)	12,917,204.49
				'Fund Balance	8,784,035.12	(12,701,352.20)
				'Liability	(202,311.75)	(215,852.29)
'210	'STATE & LOCAL GRANTS FUND	0000	UNDEFINED SUBFUND	'Asset	(589,891.60)	15,032,323.92
				'Fund Balance	396,623.92	(1,614,364.63)
				'Liability	193,267.68	(13,417,959.29)
'212	'TRANSPORT DEV ACT (TDA) FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	(165.40)
				'Liability	0.00	165.40
		9030	TDA ARTICLE 3	'Asset	24,343.57	176,980.52
				'Fund Balance	12,797.63	(139,839.32)
				'Liability	(37,141.20)	(37,141.20)
		9040	TDA ARTICLE 4	'Asset	(135,027.64)	1,951,894.35
				'Fund Balance	210,177.78	216,027.29
				'Liability	(75,150.14)	(2,167,921.64)
		9080	TDA ARTICLE 8A	'Asset	20,254.19	21,435.38
				'Fund Balance	(20,254.19)	(21,435.38)
'220	'STATE HOUSING (LHTFP) GRANT	0000	UNDEFINED SUBFUND	'Asset	0.00	761,481.32
				'Fund Balance	14,805.16	105,872.73
				'Liability	(14,805.16)	(867,354.05)
'230	'STATE TRAFFIC CONG RELIEF FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	718,991.33
				'Fund Balance	0.00	(718,991.33)
'301	'CAPITAL OUTLAY FUND	0000	UNDEFINED SUBFUND	'Asset	9,608,377.86	7,105,398.11
				'Fund Balance	(6,744,972.02)	(1,077,934.90)
				'Liability	(2,863,405.84)	(6,027,463.21)
'311	'PEG FEES FUND	0000	UNDEFINED SUBFUND	'Asset	(20,992.21)	4,925,748.06
				'Fund Balance	20,992.21	(4,905,106.33)
				'Liability	0.00	(20,641.73)

CITY OF OXNARD BALANCE SHEET REPORT

Jun-24

FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'311	'PEG FEES FUND					
'313	'2022 LEASE PURCH EQUIP FUND	0000	UNDEFINED SUBFUND	'Asset	(295,288.94)	1,716,887.32
				'Fund Balance	295,288.94	(1,715,247.27)
				'Liability	0.00	(1,640.05)
'314	'2014 LEASE REV BOND FUND	0000	UNDEFINED SUBFUND	'Asset	20,368.13	1,899,428.27
				'Fund Balance	(20,368.13)	(1,899,428.27)
'315	'2006 TAB HERO/SW/ORMOND FUND	0000	UNDEFINED SUBFUND	'Asset	(316,139.83)	1,201,960.14
				'Fund Balance	316,139.83	(1,193,385.14)
				'Liability	0.00	(8,575.00)
'316	'2019A LEASE REV BOND FUND	0000	UNDEFINED SUBFUND	'Asset	1,607.63	1,607.95
				'Fund Balance	0.00	(0.32)
				'Liability	(1,607.63)	(1,607.63)
'320	'LOST PUBLIC SECTOR REV FUND	0000	UNDEFINED SUBFUND	'Asset	7,267,842.34	22,176,469.13
				'Fund Balance	(7,289,049.28)	(22,162,162.99)
				'Liability	21,206.94	(14,306.14)
'350	'DEVELOPMENT IMPACT FEES FUND	8010	PARK FEES - QUIMBY RESERVE	'Asset	(14,941.00)	10,375,927.41
				'Fund Balance	14,941.00	(10,375,927.40)
				'Liability	0.00	(0.01)
		8020	PARKS DEVELOPMENT FEES	'Asset	5,082.58	1,820,478.55
				'Fund Balance	(5,082.58)	(1,820,478.55)
		8030	STORM DRAIN FACILITY FEE	'Asset	4,528.78	10,384,825.13
				'Fund Balance	(4,528.78)	(10,384,825.13)
		8040	CIRCULATION SYS IMPROV FEES	'Asset	(4,219.03)	20,087,748.63
				'Fund Balance	4,219.03	(20,087,619.56)
				'Liability	0.00	(129.07)
		8050	CAP GROWTH FEES-RESIDENTIAL	'Asset	(95,434.11)	2,057,817.62
				'Fund Balance	95,434.11	(2,057,817.62)
		8055	MOBILITY FEE	'Asset	5,434.81	1,262,857.17
				'Fund Balance	(5,434.81)	(1,262,857.17)

CITY OF OXNARD BALANCE SHEET REPORT

Jun-24

FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'350	'DEVELOPMENT IMPACT FEES FUND	8060	CAP GROWTH FEES-NONRESIDENTIAL	'Asset	6,125.64	2,499,647.17
				'Fund Balance	(6,125.64)	(2,499,647.17)
		8070	UTILITY UNDERGROUNDING IN LIEU	'Asset	703.20	1,770,187.36
				'Fund Balance	(703.20)	(1,770,187.36)
		8080	PUBLIC ART PROGRAM FEE	'Asset	10,318.54	1,260,384.53
				'Fund Balance	(10,318.54)	(1,260,384.52)
				'Liability	0.00	(0.01)
'360	'OTH. DEVPT FEES FUND	7010	AIR POLLUTION BUYDOWN FEE	'Asset	288,842.06	1,963,248.10
				'Fund Balance	(288,842.06)	(1,963,248.10)
		7020	CUPA OPERATING PROGRAM	'Asset	(89,922.50)	1,998,337.29
				'Fund Balance	107,285.85	(1,977,753.93)
				'Liability	(17,363.35)	(20,583.36)
		7030	CUPA CAPITAL PROGRAM	'Asset	125,000.00	434,457.59
				'Fund Balance	(125,000.00)	(434,457.59)
		7040	AFFORDABLE RENTAL HOUSING	'Asset	0.00	1,414,252.11
				'Fund Balance	0.00	(114,252.11)
				'Liability	0.00	(1,300,000.00)
		7050	HOUSING IN LIEU - FEES	'Asset	372,556.28	15,424,606.34
				'Fund Balance	15,909.35	(3,195,271.76)
				'Liability	(388,465.63)	(12,229,334.58)
		7060	HOUSING IN LIEU - CITY	'Asset	0.00	1,084,067.64
				'Fund Balance	0.00	(434,067.64)
				'Liability	0.00	(650,000.00)
'420	'HOUSING SUC AGCY FUND	0000	UNDEFINED SUBFUND	'Asset	(74,439.47)	37,245,345.18
				'Fund Balance	12,617.28	(3,663,993.67)
				'Liability	61,822.19	(33,581,351.51)
'429	'CDC SUCCESSOR AGENCY FUND	0000	UNDEFINED SUBFUND	'Asset	1,539,403.41	40,902,806.59
				'Fund Balance	(3,597,402.30)	(14,829,933.26)
				'Liability	2,057,998.89	(26,072,873.33)

CITY OF OXNARD BALANCE SHEET REPORT

Jun-24

FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'481	'DOWNTOWN IMPROVEMENT DISTRICT	0000	UNDEFINED SUBFUND	'Asset	0.00	4,269,844.30
				'Fund Balance	0.00	(4,209,844.29)
				'Liability	0.00	(60,000.01)
'500	'BOND ASSESSMENT DISTRICTS	5000	CFD 2000-3	'Asset	(345,820.47)	6,763,180.98
				'Fund Balance	350,267.01	(2,656,716.93)
				'Liability	(4,446.54)	(4,106,464.05)
		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	(80,194.99)	2,482,409.29
				'Fund Balance	80,194.99	(1,252,409.77)
				'Liability	0.00	(1,229,999.52)
		5060	RICE/101 INTER ASSESS DIST	'Asset	(545,081.04)	7,549,224.62
				'Fund Balance	545,655.46	(914,217.31)
				'Liability	(574.42)	(6,635,007.31)
		5070	CFD 03-SEABRIDGE BONDED	'Asset	(921,556.25)	20,669,728.41
				'Fund Balance	919,801.73	(1,849,143.20)
				'Liability	1,754.52	(18,820,585.21)
		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

CITY OF OXNARD BALANCE SHEET REPORT

Jun-24

FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'500	'BOND ASSESSMENT DISTRICTS	5100	CFD-01 - WESTPORT BONDED	'Asset	(347,671.35)	6,785,614.74
				'Fund Balance	350,635.71	(886,294.51)
				'Liability	(2,964.36)	(5,899,320.23)
'541	'DEVELOPER/OTHER DEPOSITS FUND	0000	UNDEFINED SUBFUND	'Asset	(77,628.82)	8,803,027.48
				'Fund Balance	(556,339.64)	(7,440,585.22)
				'Liability	633,968.46	(1,362,442.26)
'542	'PAYROLL CLEARING FUND	0000	UNDEFINED SUBFUND	'Asset	(1,150,631.37)	3,290,251.17
				'Fund Balance	860,373.01	3,455,881.28
				'Liability	290,258.36	(6,746,132.45)
'545	'HOUSING AUTHORITY PAYROLL FUND	0000	UNDEFINED SUBFUND	'Asset	270,151.40	983,426.61
				'Fund Balance	(163,438.63)	(877,666.81)
				'Liability	(106,712.77)	(105,759.80)
'551	'OPD PROPERTY ROOM FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	354,019.88
				'Fund Balance	0.00	(279,686.23)
				'Liability	0.00	(74,333.65)
'561	'OXNARD DOWNTOWN MGT DIST FUND	0000	UNDEFINED SUBFUND	'Asset	25,877.51	324,165.32
				'Fund Balance	133,404.89	(164,882.73)
				'Liability	(159,282.40)	(159,282.59)
'571	'CONTRIBUTIONS TRUST FUND	0000	UNDEFINED SUBFUND	'Asset	(67,826.31)	2,750,869.46
				'Fund Balance	(28,390.43)	(2,331,508.77)
				'Liability	96,216.74	(419,360.69)
'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	(12,122,578.04)	278,524,960.35
				'Fund Balance	13,719,747.54	(92,219,774.53)
				'Liability	(1,597,169.50)	(186,305,185.82)
'602	'WATER CIP FUND	0000	UNDEFINED SUBFUND	'Asset	8,223,431.17	5,409,570.51
				'Fund Balance	(3,374,625.63)	(7,316.50)
				'Liability	(4,848,805.54)	(5,402,254.01)
'603	'WATER DEVLPMNT IMPACT FEES FUND	0000	UNDEFINED SUBFUND	'Asset	76,390.50	19,772,769.93

CITY OF OXNARD BALANCE SHEET REPORT

Jun-24

FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'603	'WATER DEVLPMT IMPACT FEES FUND	0000	UNDEFINED SUBFUND	'Fund Balance	(69,306.50)	(19,765,685.93)
				'Liability	(7,084.00)	(7,084.00)
'605	'WATER CAP FACILITY FUND	0000	UNDEFINED SUBFUND	'Asset	9,181.13	1,733,627.37
				'Fund Balance	(8,499.13)	(1,740,233.92)
				'Liability	(682.00)	6,606.55
'606	'WATER RESOURCE FEE FUND	0000	UNDEFINED SUBFUND	'Asset	(116.75)	1,992,548.92
				'Fund Balance	116.75	(1,992,548.92)
'607	'WATER BONDS/WIFIA LOANS	0000	UNDEFINED SUBFUND	'Asset	(11,675.87)	(126,104.12)
				'Fund Balance	11,675.87	161,104.12
				'Liability	0.00	(35,000.00)
'608	'WATER SECURITY-CONT PREV FUND	0000	UNDEFINED SUBFUND	'Asset	(94,134.15)	820,194.80
				'Fund Balance	107,295.31	(740,116.22)
				'Liability	(13,161.16)	(80,078.58)
'609	'WATER BOND 2021A REV BOND FUND	0000	UNDEFINED SUBFUND	'Asset	(778,967.87)	13,034,469.42
				'Fund Balance	778,967.87	(12,989,600.08)
				'Liability	0.00	(44,869.34)
'611	'WASTEWATER OPERATING FUND	0000	UNDEFINED SUBFUND	'Asset	(2,600,964.76)	304,663,511.70
				'Fund Balance	3,783,507.65	(201,211,196.21)
				'Liability	(1,182,542.89)	(103,452,315.49)
'612	'WASTEWATER CIP FUND	0000	UNDEFINED SUBFUND	'Asset	5,115,450.57	3,180,307.38
				'Fund Balance	(5,055,246.69)	(0.00)
				'Liability	(60,203.88)	(3,180,307.38)
'613	'WASTEWATER CONNECTION FEE FUND	0000	UNDEFINED SUBFUND	'Asset	346,182.61	16,744,266.73
				'Fund Balance	(338,537.53)	(16,736,621.65)
				'Liability	(7,645.08)	(7,645.08)
'617	'WASTEWATER BONDS/SRF LOANS	0000	UNDEFINED SUBFUND	'Asset	(7,558,713.81)	(22,288,956.66)
				'Fund Balance	7,558,713.81	22,288,956.66
'628	'WASTEWATER SEC-CONT PREV FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	(82,385.12)
				'Fund Balance	0.00	82,385.12

CITY OF OXNARD BALANCE SHEET REPORT

Jun-24

FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'631	'SOLID WASTE OPERATING FUND	0000	UNDEFINED SUBFUND	'Asset	(2,516,211.42)	62,621,254.21
				'Fund Balance	3,873,447.12	(13,836,012.01)
				'Liability	(1,357,235.70)	(48,785,242.20)
'632	'SOLID WASTE CIP FUND	0000	UNDEFINED SUBFUND	'Asset	217.03	65,983.84
				'Fund Balance	(217.03)	0.00
				'Liability	0.00	(65,983.84)
'634	'SOLID WASTE DEVELOPER FEE FUND	0000	UNDEFINED SUBFUND	'Asset	6,233.40	894,291.89
				'Fund Balance	(6,233.40)	(894,291.89)
'638	'SOLID WASTE SEC - CONT PREV FU	0000	UNDEFINED SUBFUND	'Asset	73,997.48	1,051,446.18
				'Fund Balance	(70,920.51)	(1,048,369.21)
				'Liability	(3,076.97)	(3,076.97)
'641	'PERFORMING ARTS CENTER FUND	0000	UNDEFINED SUBFUND	'Asset	33,302.92	690,205.79
				'Fund Balance	(14,063.65)	(671,031.26)
				'Liability	(19,239.27)	(19,174.53)
'651	'GOLF COURSE OPERATING FUND	0000	UNDEFINED SUBFUND	'Asset	(1,328,261.26)	51,833,609.60
				'Fund Balance	698,921.79	(51,434,894.22)
				'Liability	629,339.47	(398,715.38)
'652	'GOLF COURSE CIP FUND	0000	UNDEFINED SUBFUND	'Asset	12,334.26	5,138.50
				'Fund Balance	(7,195.76)	0.00
				'Liability	(5,138.50)	(5,138.50)
'701	'PUBLIC LIAB & PROP INSUR ISF	0000	UNDEFINED SUBFUND	'Asset	604,486.57	4,205,047.46
				'Fund Balance	(284,720.35)	3,995,407.72
				'Liability	(319,766.22)	(8,200,455.18)
'702	'WORKERS COMP INSUR ISF	0000	UNDEFINED SUBFUND	'Asset	392,779.63	20,892,465.05
				'Fund Balance	(260,903.31)	17,487,775.80
				'Liability	(131,876.32)	(38,380,240.85)
'725	'CUSTOMER BILLING OPS ISF	0000	UNDEFINED SUBFUND	'Asset	26,410.00	2,560,311.23
				'Fund Balance	55,326.93	246,404.38
				'Liability	(81,736.93)	(2,806,715.61)
'731	'INFORMATION TECHNOLOGY ISF	0000	UNDEFINED SUBFUND	'Asset	174,727.48	13,781,106.34

CITY OF OXNARD BALANCE SHEET REPORT

Jun-24

FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'731	'INFORMATION TECHNOLOGY ISF	0000	UNDEFINED SUBFUND	'Fund Balance	980,762.61	(5,264,796.58)
				'Liability	(1,155,490.09)	(8,516,309.76)
'732	'IT CAPITAL	0000	UNDEFINED SUBFUND	'Asset	265.00	0.00
				'Fund Balance	(265.00)	(0.00)
'735	'FACILITIES MAINTENANCE ISF	0000	UNDEFINED SUBFUND	'Asset	610,043.26	4,918,133.75
				'Fund Balance	(348,029.80)	2,447,814.47
				'Liability	(262,013.46)	(7,365,948.22)
'741	'FLEET SERVICES ISF	0000	UNDEFINED SUBFUND	'Asset	(63,611.57)	1,850,344.01
				'Fund Balance	177,957.94	3,119,170.10
				'Liability	(114,346.37)	(4,969,514.11)
'742	'FLEET REPLACEMENT FUND	0000	UNDEFINED SUBFUND	'Asset	(41,205.17)	596,110.39
				'Fund Balance	2,749.72	(596,110.39)
				'Liability	38,455.45	0.00
'801	'COFA DEBT SERVICE FUND	0000	UNDEFINED SUBFUND	'Asset	11,169.51	49,836.59
				'Fund Balance	(11,169.51)	(49,836.59)
'850	'RIVERPARK JPA FUND	0000	UNDEFINED SUBFUND	'Asset	(710.00)	890,107.68
				'Fund Balance	0.00	(890,107.68)
				'Liability	710.00	0.00
'991	'GOVERNMENTAL CAPITAL ASSETS FD	0000	UNDEFINED SUBFUND	'Asset	208,221.05	2,102,334,162.77
				'Fund Balance	(2,638,185.57)	(1,818,647,123.82)
				'Liability	2,429,964.52	(283,687,038.95)
'996	'GOVERNMENTAL DEBT SERVICE FUND	0000	UNDEFINED SUBFUND	'Asset	(13,582.47)	19,408,656.21
				'Fund Balance	(77,160.91)	70,869,407.08
				'Liability	90,743.38	(90,278,063.29)
'999	'TREASURY FUND	0000	UNDEFINED SUBFUND	'Asset	(1,632,000.30)	476,814,990.53
				'Liability	1,632,000.30	(476,814,990.53)
(blank)	(blank)	(blank)	(blank)	(blank)		
			#N/A	(blank)		

CITY OF OXNARD BALANCE SHEET REPORT

Jun-24

FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
Grand Total					0.00	(0.00)



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.3

DATE: September 3, 2024

TO: City Council, Community Development Commission Successor Agency, Financing Authority, and Housing Authority Board

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

SUBJECT: 2025 Regular Meeting Schedule for Legislative Bodies.

RECOMMENDATION

That the City Council, Community Development Commission Successor Agency, Financing Authority, and Housing Authority adopt the proposed regular meeting dates for the calendar year 2025.

(This item did not originate in Committee.)

BACKGROUND

On November 13, 2018, the City Council adopted Ordinance No. 2949 amending Chapter 2, Article 1, Section 2-1 and adding Section 2-1.1 to the City Code regarding the regular City Council meeting schedule and establishing City Council committees, to take effect January 1, 2019. Per Oxnard City Code Section 2-1, the City Council will meet the first and third Tuesdays of the month. Per Oxnard City Code Section 2-1.1, City Committees will meet the second and fourth Tuesdays of the month. The Council has the ability to schedule additional meetings or cancel meetings as necessary.

Staff proposes the following regular meeting dates for the City Council, Community Development Commission Successor Agency, Financing Authority, and Housing Authority for calendar year 2025:

January 7 and 21
February 4 and 18
March 4 and 18
April 1, 15 and 29
May 6 and 20
June 3, 17 and 26
July 1, 15 and 29
September 2 and 16
October 7 and 21
November 4 and 18
December 2 and 16

Staff proposes the following regular meeting dates for the City Council Committees for calendar year 2025:

January 14 and 28
February 11 and 25
March 11 and 25
April 8 and 22
May 13 and 27
June 10 and 24

July 8 and 22
September 9 and 23
October 14 and 28
November 25
December 9

The Tuesdays on which the Council would not meet, along with the reasons, are listed below:

August 5, 12, 19 and 26 - Council recess the month of August
November 11 - Veterans Day
December 23 and 30 - day before holidays

This schedule results in a total of 25 City Council meetings and 20 City Council Committees for the 2025 calendar year. The Council has the ability to schedule additional special meetings as needed.

Per Oxnard City Code Section 2-1.2, Council meetings open sessions shall commence no earlier than 5:00 p.m. As set forth in the Council Procedures Manual, public hearings are scheduled to commence at 6:15 p.m., unless otherwise approved by the Council. Closes sessions generally start as early as 4:30 p.m., as needed.

Residents are invited to participate in the Council meetings in person. These meetings are also televised on Spectrum, Channel 10 and Frontier Communications, Channel 35. Finally, residents have access to these public meetings via the City's webpage or YouTube, both in real time and achieved following the meetings at www.oxnard.gov/city-meetings.

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: Luly Lopez, Executive Assistant I

ATTACHMENTS

1. 2025 City Council Calendar

2025 Oxnard City Council Meetings

 City Council (1st & 3rd Tues)

 Committee (2nd & 4th Tues)

 Closed Friday

 Holiday

 Half-Day Holiday

JANUARY						
S	M	T	W	T	F	S
				2		4
5	6	7	8	9	10	11
12	13	14	15	16		18
19		21	22	23	24	25
26	27	28	29	30		

FEBRUARY						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13		15
16		18	19	20	21	22
23	24	25	26	27		

MARCH						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13		15
16	17	18	19	20	21	22
23	24	25	26	27		29
30						

APRIL						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10		12
13	14	15	16	17	18	19
20	21	22	23	24		26
27	28	29	30			

MAY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8		10
11	12	13	14	15	16	17
18	19	20	21	22		24
25		27	28	29	30	31

JUNE						
S	M	T	W	T	F	S
1	2	3	4	5		7
8	9	10	11	12	13	14
15	16	17	18	19		21
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DECEMBER						
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Revised 8/2/2024



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.4

DATE: September 3, 2024

TO: City Council

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

SUBJECT: Public Project Agreement 32500030 with ADA General Eng. Inc. for On-Call Sidewalk, Curb and Gutter and Spandrel Grinding Services (Rebid), Specification No. SD 24-101R.

RECOMMENDATION

That the City Council approve and authorize an Agreement with ADA General Eng. Inc. for a total amount not to exceed \$500,000 for a three-year term for On-call Sidewalk, Curb and Gutter, and Spandrel Grinding Services (Rebid), Specification No. SD 24-101R.

(Public Works and Transportation Committee approved 3-0 on July 23, 2024.)

BACKGROUND

The City of Oxnard has approximately 650 miles of sidewalks and 644 miles of curbs and gutters. The purpose of the grinding program is to systematically identify and mitigate any vertical sidewalk and gutter displacements (lifts). Lifts can be caused by some common factors such as age, poor or deteriorated subgrade material, deferred maintenance, and tree or vegetation roots. A total of 43,448 displacement grinds were completed on public sidewalks between the years 2020 to 2023, covering various neighborhoods, including Special District neighborhoods.

DISCUSSION

Sidewalk grinding is a common and cost-effective method to mitigate lifted sidewalks. Grinding is less expensive than the removal and replacement of concrete and can extend the life of sidewalks that otherwise might be prematurely replaced. Typically, grinding can resolve vertical lifts between a ¼ inch to 2 inches and approximately 80 percent of all the City's sidewalk lifts fall within this range. Lifts exceeding 2 inches are resolved internally by the Streets Division by replacing the sidewalk panels, or ramping with asphalt temporarily, along with addressing the cause of the lift, such as tree roots.

The Project scope consists of furnishing all necessary labor, materials, equipment, and other incidental and appurtenant work to provide on-call sidewalk, curb and gutter, and spandrel grinding services. Per the Agreement, the contractor will supply monthly reports identifying the completed grind locations and identify areas for potential additional grindings.

The notice inviting formal bids (NIFB) on the Project was published on May 16, 2024, and all bids were due and opened on June 3, 2024. The City received the following bids:

				ADA General Engineering, Inc.	Toro Enterprises, Inc.
				#1	#2
Bid Item No	Description	Unit of Measure	Evaluation Quantity	Unit Price	Unit Price
1	Sidewalk Grinding	Per Linear Foot	1 LF	\$76.00	\$89.00
2	Curb and Gutter Grinding	Per Linear Foot	1 LF	\$77.00	\$87.00
3	Spandrel Grinding	Per Linear Foot	1 LF	\$78.00	\$87.00
Total Base Bid Amount:				\$231.00	\$263.00

The lowest bidder is ADA General Eng. Inc. (ADA) and their bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from ADA. Procurement staff verified possession of required and 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 meeting the needs of the City. Therefore, staff recommends that the City Council award the contract for these services to ADA.

Due to the continued need for concrete grinding services, this solicitation was initiated after the cancellation of the City's previous agreement with another vendor, for non-performance-related issues. The bid results for this solicitation are higher than the previous agreement.

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 Agreement 32500030 with ADA shall not exceed \$500,000 for on-call sidewalk, curb and gutter, and spandrel grinding services for a term of three years. Costs for these services are included in the FY 2024-25 Adopted Budget. Funding for each task order will be provided by the individual Public Works Division's operations budget. There are no guaranteed spending amounts and each Division shall only fund services that are rendered. Funding for future fiscal years will be requested in the recommended budget of each fiscal year.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on July 23, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Brian Yanez, Assistant Public Works Director, Steve Howlett, Assistant Public Works Director, Anthony Miller, Interim Special Districts Manager, Philip Schwieder, Streets Division Manager

ATTACHMENTS

1. 32500030 - ADA General Eng. Inc.

**CITY OF OXNARD CONTRACT FOR
ON-CALL SIDEWALK, CURB AND GUTTER
AND SPANDREL GRINDING SERVICES (REBID)
SPECIFICATION NO. SD 24-101R**

THIS CONTRACT ("Contract") is made and entered this 3rd day of September, 2024 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and ADA General Eng. Inc. ("Contractor"). Contractor's license number is 1091745.

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 the On-Call Sidewalk, Curb and Gutter and Spandrel Grinding Services (Rebid), Specification No. SD 24-101R ("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 five hundred thousand dollars (\$500,000) 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

ADA GENERAL ENG. INC.

_____	_____	_____	_____
☒ John C. Zaragoza, Mayor ¹	Date	Arthur A. Apodaca, Jr., CEO ²	Date
☐ Purchasing Manager			
		_____	_____
		Alexis Apodaca, CFO/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.

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 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/ & 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

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the ACity@)		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 Telephone: _____	☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____						
APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS _____							
TYPE OF INSURANCE GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence		OTHER PROVISIONS					
COVERAGES ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____	LIABILITY LIMITS IN THOUSANDS \$ <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">EACH OCCURRENCE</td> <td style="width: 50%; text-align: center;">AGGREGATE</td> </tr> <tr> <td style="height: 100px;"></td> <td style="height: 100px;"></td> </tr> </table>		EACH OCCURRENCE	AGGREGATE			CLAIMS: Underwriter=s representative for claims pursuant to this insurance. 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:							
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 in duplicate 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 in duplicate 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 SIDEWALK, CURB AND GUTTER
AND SPANDREL GRINDING SERVICES (REBID)
SPECIFICATION NO. SD 24-101R**

Bidder's Name: ADA General Eng. Inc.

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.	UNIT	DESCRIPTION	EVALUATION QUANTITY	CONTRACT UNIT PRICE
1.	Per Linear Foot	Sidewalk Grinding	1 LF	\$ <u>76.00</u>
2.	Per Linear Foot	Curb and Gutter Grinding	1 LF	\$ <u>77.00</u>
3.	Per Linear Foot	Spandrel Grinding	1 LF	\$ <u>78.00</u>
TOTAL OF ALL CONTRACT UNIT PRICES (BID PRICE):				\$ <u>231.00</u>

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: \$ 231.00

BID PRICE IN WORDS: two hundred and thirty one dollars

Bidder acknowledges receipt of all addenda

Addendum: Date Received:
#01 _____
#02 _____

Addendum: Date Received:
#03 _____
#04 _____

Bidder's Name (Company): ADA General Eng. Inc.

Signature: [Signature] Title: CFO

Print: ANXIS Apodaca Date: 5/31/24

Signature: [Signature] Title: CEO

Print: DETHUR & Apodaca Date: 6/3/24

**EXHIBIT B
SPECIAL PROVISIONS
ON-CALL SIDEWALK, CURB AND GUTTER
AND SPANDREL GRINDING SERVICES (REBID)
SPECIFICATION NO. SD 24-101R**

1000-1 SCOPE AND DESCRIPTION OF WORK

The Contractor shall furnish all necessary labor, materials, tools & equipment, work signs, cones and/or traffic control equipment and other incidentals and appurtenant Work to provide and perform portland cement concrete sidewalk, curb and gutter and spandrel grinding services on an on-call basis as requested through Task Order. Work locations for this project will include public streets within the City of Oxnard's city limits. The City will provide the location to be repaired and each Task Order may consist of various repair locations. No work is to be performed prior to a Task Order being issued. Work above and beyond initial estimates must be approved by the Project Manager prior to execution.

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

1. Contractor shall grind sidewalk with a minimum vertical displacement of ½" and a maximum vertical displacement of up to 2" at various locations throughout the City.
2. Contractor shall perform grinding of sidewalks, curb, gutters, and spandrels at locations which have a maximum vertical displacement of up to 2". Locations which have vertical displacements in excess of 2" shall be noted and no grinding will be permitted. Prior to grinding any sidewalk locations, an estimate of the total linear feet to be ground must be provided to the City's Project Manager. Vendor shall not grind City's displacements that are parallel to the sidewalk without prior approval of the City's Project Manager. Grinding of curbs, gutters and spandrels will be measured by the linear foot (LF). Gutter flowline channeling shall be 2" in width with a variable depth of up to 4" depending upon field conditions. The channel shall be constructed adjacent to the existing curb face. No water shall be used in the channeling process.
3. Contractor shall perform grinding with a dry-cutting scarifier machine. Contractor shall ensure that the sidewalk surface on both sides of the transverse joint or crack has essentially the same texture (as determined by the City's Project Manager) and does not vary from a true plane enough to permit a 0.3 cm shim 10 cm wide to pass under a straightedge laid on the finished surface parallel with the centerline. Contractor shall also ensure that the transverse slope of finished surface shall also be uniform. The sidewalk being ground down should be maintained at 2% or less cross-slope and 5% or less for a running slope.
4. The finished grinding shall be rectangular in shape without stray grinding marks. The adjacent concrete shall remain untouched by the grinding process. Width of the grind shall extend the entire width of the sidewalk.
5. Contractor shall not smooth or polish ground services and shall ensure these ground surfaces have a coefficient of friction of not less than 0.30, as determined by California

Test 342.

6. Contractor shall pick up residue from grinding operations by means of a vacuum attachment to its equipment, which shall not be allowed to flow across the sidewalk or be left on the surface or surrounding landscape of the sidewalk. Contractor shall properly dispose of residue away from the job site and in accordance with City Project Manager's requirements and applicable laws and regulations.
7. Contractor shall ensure that the noise level created by the combined grinding operation shall not exceed 86 dba at a distance of 50' at right angles to the direction of travel.
8. Contractor shall supply work reports with each invoice in Excel spreadsheet format in both print and electronic version, identifying street names and locations where Work has taken place, and under which Task Order the Work was requested. The City will provide a template for reporting for the Contractor to use. Contractor shall also identify and provide photographs in the report any locations where it recommends additional Work may be needed.

1000-2 PAYMENT

All Work will be pre-approved by a Task Order issued by the Project Manager prior to starting Work. The Task Order shall include all materials, labor, and taxes. A separate invoice is required for each Task Order issued pursuant to the Contract.

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 pre-approved by the Project Manager and included in the Task Order.

The unit cost of each item shall include all costs associated with the Work. Move in/move out of equipment shall be considered as a component of the contract unit price and no separate or additional compensation will be made. No per diem will be paid. No additional payment will be made for travel time to and from the job site.



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

DATE: September 3, 2024

TO: City Council

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

SUBJECT: Annual Purchase Orders with Famcon Pipe & Supply, Inc and Ferguson Enterprise, LLC For Water Infrastructure Parts and Supplies.

RECOMMENDATION

That the City Council approve and authorize the Purchasing Agent to execute annual purchase orders for the supply of water infrastructure parts and supplies for the following:

1. Famcon Pipe & Supply, Inc. for a total not to exceed value of \$3,000,000 through June 30, 2027; and
2. Ferguson Enterprise, LLC for a total not to exceed value of \$3,000,000 through June 30, 2027.

(Public Works and Transportation Committee approved 3-0 on July 23, 2024.)

BACKGROUND

The City of Oxnard's Water Division is responsible for the transmission and distribution of potable water to City customers. The Water Division delivers over 20 million gallons per day of safe and reliable potable water supply to customers. The City water system includes 10 water wells, five turnouts from the United Water Conservation District's Oxnard-Hueneme Pipeline system, one turnout from the Calleguas Municipal Water District's water system, one desalter facility, six blending stations, over 500 miles of transmission and potable distribution pipelines, and over 43,000 existing meters.

The ability to purchase water infrastructure parts and supplies to repair and replace the water infrastructure during regular preventative maintenance programs and emergency repairs is critical for public health and safety.

Each fiscal year, departments and divisions require a quick and efficient method to procure goods required to accomplish their mission. As allowed by the City's Purchasing Policy, a Blanket Purchase Order (BPO) is an agreement established with a vendor to fill repetitive needs for goods such as water infrastructure parts and supplies. The BPO utilizes the City's full buying power by taking advantage of quantity discounts, while also saving administrative time and reduced paperwork. BPOs are typically executed with a not to exceed of \$200,000 which is within the City Manager's authority per the Purchasing Policy.

DISCUSSION

On May 8, 2024, the City issued a Request for Bid (RFB) PW 24-98R to solicit bids from vendors for water infrastructure parts and supplies. The RFB was posted on the City's website and PublicPurchase.com. Three vendors submitted bids by the closing date of May 30, 2024.

The City received a total of three submissions:

1. Core & Main, LP
2. Famcon Pipe & Supply, Inc.
3. Ferguson Enterprise, LLC

Staff recommends multiple vendors to ensure the availability of parts and equipment. In recent years there have been supply chain issues with materials, parts, and equipment. Staff also recommends multiple-year BPOs to reduce administrative work.

Upon a full evaluation of the submitted bids by the City's Purchasing Division, Famcon Pipe & Supply, Inc. and Ferguson Enterprise, LLC meet all required City provisions to establish annual BPOs. Based upon the available information, storefront availability, historical spending for each vendor and research performed to date, staff believes that these vendors are capable of satisfactorily meeting the needs of the City.

This bid solicitation was developed by the City's Water Division with the intent that the BPOs would be available for all other City Departments to utilize.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The total cost of the purchase orders with Famcon Pipe & Supply and Ferguson Waterworks shall not exceed \$3,000,000 each for as-needed water infrastructure parts and supplies from July 1, 2024, through June 30, 2027. The funding for these purchases has been programmed in the Fiscal Year 2024-25 Adopted Budget of each department as outlined in the tables below. Subsequent year allocations will be requested during the annual budget process.

Estimated Spending Plan for Famcon Pipe & Supply, Inc					
Division	Account	FY 24-25	FY 25-26	FY 26-27	TOTAL
Water Operations	6013600-52400	\$700,000	\$750,000	\$800,000	\$2,250,000
Recycled Water	6013605-52400	\$42,000	\$53,000	\$63,000	\$158,000
Water Security/ Contamination	6083607-52400	\$96,900	\$106,500	\$121,500	\$324,900
Wastewater Collections	6113613-52400	\$5,000	\$10,000	\$15,000	\$30,000
Wastewater Treatment	6113614-52400	\$5,000	\$10,000	\$15,000	\$30,000
Wastewater Maintenance	6113615-52400	\$40,000	\$50,000	\$60,000	\$150,000
Facilities Maintenance	7353740-52400	\$5,000	\$10,000	\$13,000	\$28,000
Parks Maintenance	1013301-52400	\$3,000	\$3,000	\$3,000	\$9,000
Parks Maintenance-Measure O	1043301-52400-M1307	\$500	\$500	\$500	\$1,500

Traffic Engineering	1013102-52400	\$1,600	\$2,000	\$2,000	\$5,600
Street Maintenance	1013401-52400	\$1,000	\$5,000	\$7,000	\$13,000
TOTAL		\$900,000	\$1,000,000	\$1,100,000	\$3,000,000

Estimated Spending Plan for Ferguson Waterworks					
Division	Account	FY 24-25	FY 25-26	FY 26-27	TOTAL
Water Operations	6013600-52400	\$700,000	\$750,000	\$800,000	\$2,250,000
Recycled Water	6013605-52400	\$19,000	\$29,000	\$39,000	\$87,000
Water Security/ Contamination	6083607-52400	\$90,000	\$110,000	\$126,000	\$326,000
Wastewater Collections	6113613-52400	\$2,500	\$3,000	\$5,000	\$10,500
Wastewater Maintenance	6113615-52110	\$15,000	\$18,000	\$20,000	\$53,000
Wastewater Maintenance	6113615-52400	\$30,000	\$35,000	\$40,000	\$105,000
Facilities Maintenance	7353740-52400	\$15,000	\$20,000	\$25,000	\$60,000
Parks Maintenance	1013301-52400	\$10,000	\$10,000	\$10,000	\$30,000
Fire Suppression	1012501-55010	\$1,000	\$3,000	\$5,000	\$9,000
Assessment District CFD5	60503801-52400	\$2,500	\$3,000	\$5,000	\$10,500
Assessment District CFD4	60403801-52400	\$2,500	\$3,000	\$5,000	\$10,500
Assessment District CFD2	60203801-52400	\$2,500	\$3,000	\$5,000	\$10,500
Assessment District Admin	20003801-52400	\$10,000	\$13,000	\$15,000	\$38,000
TOTAL		\$900,000	\$1,000,000	\$1,100,000	\$3,000,000

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on July 23, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Timothy Beaman, Assistant Public Works Director, Steve Howlett, Assistant Public Works Director, Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. RFB PW24-98R Bid Sheets

WATER INFRASTRUCTURE SUPPLIES AND PARTS

Bidders may propose like-items of a different make or model if specific makes and/or models are called by the City in the bid table below. All items proposed by bidders shall be of approved equivalent, fit, form and function as items listed by the City in this bid table.

ITEM	ITEM MODEL AND/OR PART #	Proposed Equivalent Item/Item Number	UNIT PRICE QTY 1	BULK DISCOUNT AVAILABLE IF YES, QUALIFYING QTY AND % OFF	IN STOCK FOR SAME DAY PICK UP/DELIVERY? Y/N	IF NOT IN STOCK, AVAILABLE WITH IN 48 HOURS? Y/N	IF NOT IN STOCK, EXPECTED LEAD TIME
1 2" 4" X 2" Double Strap Saddle CC	Jones or Approved Equivalent	Ford 202B	\$133.50 QTY N/A	% OFF YES		NO	22 WEEKS
2 2" 4" X 2" Double Strap Saddle CC	Jones or Approved Equivalent	Ford 202BS	\$149.80 QTY N/A	% OFF YES		NO	22 WEEKS
3 2" 4" X 2" Double Strap Saddle IPS	Jones or Approved Equivalent	Ford 202B	\$133.50 QTY N/A	% OFF YES		NO	22 WEEKS
4 1 1/2" 4" X 1 1/2" Double Strap Saddle CC	Jones or Approved Equivalent	Ford 202B	\$122.60 QTY N/A	% OFF YES		NO	22 WEEKS
5 1 1/2" 4" X 1 1/2" Double Strap Saddle IPS	Jones or Approved Equivalent	Ford 202B	\$122.60 QTY N/A	% OFF YES		NO	22 WEEKS
6 1 1/2" 6" X 1 1/2" Double Strap Saddle CC	Jones or Approved Equivalent	Ford 202B	\$141.60 QTY N/A	% OFF YES		NO	22 WEEKS
7 1 1/2" 6" X 1 1/2" Double Strap Saddle IPS	Jones or Approved Equivalent	Ford 202B	\$141.60 QTY N/A	% OFF YES		NO	22 WEEKS
8 1 1/2" 8" X 1 1/2" Double Strap Saddle CC	Jones or Approved Equivalent	Ford 202B	\$161.40 QTY N/A	% OFF YES		NO	22 WEEKS
9 1 1/2" 8" X 1 1/2" Double Strap Saddle CC	Jones or Approved Equivalent	Ford 202BS	\$190.60 QTY N/A	% OFF YES		NO	22 WEEKS
10 1 1/2" 8" X 1 1/2" Double Strap Saddle IPS	Jones or Approved Equivalent	Ford 202B	\$161.40 QTY N/A	% OFF YES		NO	22 WEEKS
11 1 1/2" 8" X 1 1/2" Double Strap Saddle IPS	Jones or Approved Equivalent	Ford 202BS	\$190.60 QTY N/A	% OFF YES		NO	22 WEEKS
12 1 1/2" 10" X 1 1/2" Double Strap Saddle CC	Jones or Approved Equivalent	Ford 202B	\$208.55 QTY N/A	% OFF YES		NO	22 WEEKS
13 1 1/2" 10" X 1 1/2" Double Strap Saddle CC	Jones or Approved Equivalent	Ford 202BS	\$246.35 QTY N/A	% OFF YES		NO	22 WEEKS
14 1 1/2" 10" X 1 1/2" Double Strap Saddle IPS	Jones or Approved Equivalent	Ford 202B	\$208.55 QTY N/A	% OFF YES		NO	22 WEEKS
15 1 1/2" 10" X 1 1/2" Double Strap Saddle IPS	Jones or Approved Equivalent	Ford 202BS	\$246.35 QTY N/A	% OFF YES		NO	22 WEEKS
16 1 1/2" 12" X 1 1/2" Double Strap Saddle IPS	Jones or Approved Equivalent	Ford 202B	\$250.70 QTY N/A	% OFF YES		NO	22 WEEKS
17 1 1/2" 12" X 1 1/2" Double Strap Saddle IPS	Jones or Approved Equivalent	Ford 202BS	\$281.25 QTY N/A	% OFF YES		NO	22 WEEKS
18 4" Resilient Seat Gate Valves - Flange x Flange	Mueller or Approved Equivalent	KINGER JHJ45XQ	\$610.53 QTY N/A	% OFF YES		NO	2-3 WEEKS
19 6" Resilient Seat Gate Valves - MJ x MJ	Mueller or Approved Equivalent	KINGER JHJ35XQ	\$785.93 QTY N/A	% OFF YES		NO	2-3 WEEKS
20 6" Resilient Seat Gate Valves - MJ x Flange	Mueller or Approved Equivalent	KINGER JHJ04X	\$785.93 QTY N/A	% OFF YES		NO	2-3 WEEKS
21 8" Resilient Seat Gate Valves - Flange x Flange	Mueller or Approved Equivalent	KINGER JHJ45XQ	\$1,275.38 QTY N/A	% OFF YES		NO	2-3 WEEKS
22 6" Valve	Mueller or Approved Equivalent	KINGER JHJ45XQ	\$816.15 QTY N/A	% OFF YES		NO	2-3 WEEKS
23 8" Valve	Mueller or Approved Equivalent	KINGER JHJ04X	\$1,228.13 QTY N/A	% OFF YES		NO	2-3 WEEKS
24 Jones (J4040) Fire Hydrant	J4065		\$3,380.00 QTY N/A	% OFF YES		NO	25-35 WORKING DAYS
25 Jones (J4065) Fire Hydrant	J4040		\$2,225.00 QTY N/A	% OFF YES		NO	25-35 WORKING DAYS
26 Check Valve NSHYD Hydra Guard			\$2,499.00 QTY N/A	% OFF YES		YES	1 WEEK
27 Saddles for 6" PVC Pipe with 1" Tap CTS		Ford 202BS	\$146.25 QTY N/A	% OFF YES		NO	22 WEEKS
28 Saddles for 8" PVC Pipe with 1" Tap CTS		Ford 202BS	\$181.05 QTY N/A	% OFF YES		NO	22 WEEKS
29 Saddles for 10" PVC Pipe with 1" Tap CTS		Ford 202BS	\$224.30 QTY N/A	% OFF YES		NO	22 WEEKS
30 Saddles for 12" PVC Pipe with 1" Tap CTS		Ford 202BS	\$249.50 QTY N/A	% OFF YES		NO	22 WEEKS
31 30" wide, 17" long Composite Meter Box and Lid (FL 36)	Old Castle or Approved Equivalent		\$320.00 QTY N/A	% OFF YES		NO	1-2 WEEKS
32 24" wide, 13" long Composite Meter Box and Lid (FL 30)	Old Castle or Approved Equivalent		\$486.00 QTY N/A	% OFF YES		NO	1-2 WEEKS
33 1 inch Reduce Pressure Principal Device (RP)	Wilkins 975 XL2 or Approved Equivalent		\$640.65 QTY N/A	% OFF YES		YES	2 DAYS
34 2 inch Reduce Pressure Principal Device (RP)	Wilkins 975 XL2 or Approved Equivalent		\$1,243.95 QTY N/A	% OFF YES		YES	2 DAYS
35 4 inch Double Check Detector Assembly (DCDA)	Wilkins 350ADA or Approved Equivalent		\$3,170.00 QTY N/A	% OFF YES		YES	2 DAYS
Delivery Charge			\$0.00				
Other Costs (List)			0				
Total Bid Amount			23358.7				
General Percentage Discount Price (off list price) for items not shown				General Discount %	Bulk Discount %		
Exact quantities may vary, and may be increased or decreased to meet the agency's requirements. No minimum is guaranteed.				% OFF N/A	% OFF N/A		

WATER INFRASTRUCTURE SUPPLIES AND PARTS

Bidders may propose like-items of a different make or model if specific makes and/or models are called by the City in the bid table below. All items proposed by bidders shall be of approved equivalent, fit, form and function as items listed by the City in this bid table.

ITEM	ITEM MODEL AND/OR PART #	Proposed Equivalent Item/Item Number	UNIT PRICE QTY 1	BULK DISCOUNT AVAILABLE? IF YES, QUALIFYING QTY AND % OFF	IN STOCK FOR SAME DAY PICK UP/DELIVERY? Y/N	IF NOT IN STOCK, AVAILABLE WITH IN 48 HOURS? Y/N	IF NOT IN STOCK, EXPECTED LEAD TIME
1 1/2" 4" X 2" Double Strap Saddle CC	Jones or Approved Equivalent	JONES	\$ 157.01	QTY % OFF			10-12 Weeks
2 1/2" 4" X 2" Stainless Strap Saddle CC	Jones or Approved Equivalent	JONES	\$ 172.73	QTY % OFF			10-12 Weeks
3 1/2" 4" X 2" Double Strap Saddle IPS	Jones or Approved Equivalent	JONES	\$ 172.73	QTY % OFF YES			
4 1/2" 4" X 1 1/2" Double Strap Saddle CC	Jones or Approved Equivalent	JONES	\$ 144.17	QTY % OFF			10-12 Weeks
5 1/2" 4" X 1 1/2" Double Strap Saddle IPS	Jones or Approved Equivalent	JONES	\$ 144.17	QTY % OFF			10-12 Weeks
6 1/2" 6" X 1 1/2" Double Strap Saddle CC	Jones or Approved Equivalent	JONES	\$ 166.45	QTY % OFF			10-12 Weeks
7 1/2" 6" X 1 1/2" Double Strap Saddle IPS	Jones or Approved Equivalent	JONES	\$ 166.45	QTY % OFF			10-12 Weeks
8 1/2" 8" X 1 1/2" Double Strap Saddle CC	Jones or Approved Equivalent	JONES	\$ 189.71	QTY % OFF			10-12 Weeks
9 1/2" 8" X 1 1/2" Double Strap Saddle CC	Jones or Approved Equivalent	JONES	\$ 219.78	QTY % OFF			10-12 Weeks
10 1/2" 8" X 1 1/2" Double Strap Saddle IPS	Jones or Approved Equivalent	JONES	\$ 189.71	QTY % OFF			10-12 Weeks
11 1/2" 8" X 1 1/2" Stainless Steel Strap IPS	Jones or Approved Equivalent	JONES	\$ 219.78	QTY % OFF			10-12 Weeks
12 1/2" 10" X 1 1/2" Double Strap Saddle CC	Jones or Approved Equivalent	JONES	\$ 245.20	QTY % OFF			10-12 Weeks
13 1/2" 10" X 1 1/2" Stainless Strap Saddle CC	Jones or Approved Equivalent	JONES	\$ 270.22	QTY % OFF			10-12 Weeks
14 1/2" 10" X 1 1/2" Double Strap Saddle IPS	Jones or Approved Equivalent	JONES	\$ 245.20	QTY % OFF			10-12 Weeks
15 1/2" 10" X 1 1/2" Stainless Strap Saddle IPS	Jones or Approved Equivalent	JONES	\$ 284.07	QTY % OFF			10-12 Weeks
16 1/2" 12" X 1 1/2" Double Strap Saddle IPS	Jones or Approved Equivalent	JONES	\$ 294.81	QTY % OFF			10-12 Weeks
17 1/2" 12" X 1 1/2" Stainless Strap Saddle IPS	Jones or Approved Equivalent	JONES	\$ 324.32	QTY % OFF			10-12 Weeks
18 4" Resilient Seat Gate Valves - Flange x Flange	Mueller or Approved Equivalent	MUELLER	\$ 696.00	QTY % OFF YES			
19 6" Resilient Seat Gate Valves - MJ x MJ	Mueller or Approved Equivalent	MUELLER	\$ 895.96	QTY % OFF YES			
20 6" Resilient Seat Gate Valves - MJ x Flange	Mueller or Approved Equivalent	MUELLER	\$ 895.96	QTY % OFF YES			
21 8" Resilient Seat Gate Valves - Flange x Flange	Mueller or Approved Equivalent	MUELLER	\$ 1,453.93	QTY % OFF YES			
22 6" Valve FLG X FLG	Mueller or Approved Equivalent	MUELLER	\$ 930.41	QTY % OFF YES			
23 8" Valve MJ X FLG	Mueller or Approved Equivalent	MUELLER	\$ 1,400.06	QTY % OFF YES			
24 Jones (J4040) Fire Hydrant	J4040	JONES	\$ 2,740.00	QTY % OFF YES			
25 Jones (J4065) Fire Hydrant	J4065	JONES	\$ 4,180.00	QTY % OFF YES			
26 Check Valve NSHYD Hydra Guard	HGI	HYDRANT GUARD	\$ 2,365.00	QTY % OFF	YES		
27 Saddles for 6" PVC Pipe with 1" Tap CTS		JONES	\$ 168.65	QTY % OFF YES			
28 Saddles for 8" PVC Pipe with 1" Tap CTS		JONES	\$ 208.75	QTY % OFF YES			
29 Saddles for 10" PVC Pipe with 1" Tap CTS		JONES	\$ 258.63	QTY % OFF YES			
30 Saddles for 12" PVC Pipe with 1" Tap CTS		JONES	\$ 287.53	QTY % OFF YES			
31 30" wide, 17" long Composite Meter Box and Lid (FL 36)	Old Castile or Approved Equivalent	OLD CASTLE	\$ 496.55	QTY % OFF			4-6 Weeks
32 24" wide, 13" long Composite Meter Box and Lid (FL 30)	Old Castile or Approved Equivalent	OLD CASTLE	\$ 326.35	QTY % OFF			4-6 Weeks
33 1 inch Reduce Pressure Principal Device (RP)	Wilkins 975 XL2 or Approved Equivalent	WILKINS	\$ 629.55	QTY % OFF	YES		
34 2 inch Reduce Pressure Principal Device (RP)	Wilkins 975 XL2 or Approved Equivalent	WILKINS	\$ 1,225.00	QTY % OFF	YES		
35 4 inch Double Check Detector Assembly (DCDA)	Wilkins 350ADA or Approved Equivalent	WILKINS	\$ 3,110.00	QTY % OFF	YES		
Delivery Charge			\$ -				
Other Costs (List)			\$ -				
Total Bid Amount			\$ 25,874.84				
General Percentage Discount Price (off list price) for items not shown				General Discount %	Bulk Discount %		
				0% OFF	0% OFF		

Exact quantities may vary, and may be increased or decreased to meet the agency's requirements. No minimum is guaranteed.

WATER INFRASTRUCTURE SUPPLIES AND PARTS

Bidders may propose like-items of a different make or model if specific makes and/or models are called by the City in the bid table below. All items proposed by bidders shall be of approved equivalent, fit, form and function as items listed by the City in this bid table.

ITEM	ITEM MODEL AND/OR PART #	Proposed Equivalent Item/Item Number	UNIT PRICE QTY 1	BULK DISCOUNT AVAILABLE IF YES, QUALIFYING QTY AND % OFF	IN STOCK FOR SAME DAY PICK UP/DELIVERY? Y/N	IF NOT IN STOCK, AVAILABLE WITHIN 48 HOURS? Y/N	IF NOT IN STOCK, EXPECTED LEAD TIME
1 2" 4" X 2" Double Strap Saddle CC	Jones or Approved Equivalent		\$160.28 QTY 15+	4% off N	N		
2 2" 4" X 2" Stainless Strap Saddle CC	Jones or Approved Equivalent		\$176.32 15+	4% off N	N		
3 2" 4" X 2" Double Strap Saddle IPS	Jones or Approved Equivalent		\$160.28 15+	4% off N	N		
4 1 1/2" 4" X 1 1/2" Double Strap Saddle CC	Jones or Approved Equivalent		\$147.18 15+	4% off N	N		
5 1 1/2" 4" X 1 1/2" Double Strap Saddle IPS	Jones or Approved Equivalent		\$147.23 15+	4% off N	N		
6 1 1/2" 6" X 1 1/2" Double Strap Saddle CC	Jones or Approved Equivalent		\$169.91 15+	4% off N	N		
7 1 1/2" 6" X 1 1/2" Double Strap Saddle IPS	Jones or Approved Equivalent		\$169.91 15+	4% off N	N		
8 1 1/2" 8" X 1 1/2" Double Strap Saddle CC	Jones or Approved Equivalent		\$193.66 15+	4% off N	N		
9 1 1/2" 8" X 1 1/2" Stainless Strap Saddle CC	Jones or Approved Equivalent		\$224.36 15+	4% off N	N		
10 1 1/2" 8" X 1 1/2" Double Strap Saddle IPS	Jones or Approved Equivalent		\$193.66 15+	4% off N	N		
11 1 1/2" 8" X 1 1/2" Stainless Steel Strap IPS	Jones or Approved Equivalent		\$224.36 15+	4% off N	N		
12 1 1/2" 10" X 1 1/2" Double Strap Saddle CC	Jones or Approved Equivalent		\$250.31 15+	4% off N	N		
13 1 1/2" 10" X 1 1/2" Stainless Strap Saddle CC	Jones or Approved Equivalent		\$289.98 15+	4% off N	N		
14 1 1/2" 10" X 1 1/2" Double Strap Saddle IPS	Jones or Approved Equivalent		\$289.98 15+	4% off N	N		
15 1 1/2" 10" X 1 1/2" Stainless Strap Saddle IPS	Jones or Approved Equivalent		\$300.95 15+	4% off N	N		
16 1 1/2" 12" X 1 1/2" Double Strap Saddle IPS	Jones or Approved Equivalent		\$300.95 15+	4% off N	N		
17 1 1/2" 12" X 1 1/2" Stainless Strap Saddle IPS	Jones or Approved Equivalent		\$331.07 15+	4% off N	N		
18 4" Resilient Seat Gate Valves - Flange x Flange	Mueller or Approved Equivalent		\$668.27 15+	4% off N	N		
19 6" Resilient Seat Gate Valves - MJ x MJ	Mueller or Approved Equivalent		\$860.25 15+	4% off N	N		
20 6" Resilient Seat Gate Valves - MJ x Flange	Mueller or Approved Equivalent		\$1,395.99 15+	4% off N	N		
21 8" Resilient Seat Gate Valves - Flange x Flange	Mueller or Approved Equivalent		\$893.33 15+	4% off N	N		
22 6" Valve	Mueller or Approved Equivalent		\$1,395.99 15+	4% off N	N		
23 8" Valve	Mueller or Approved Equivalent		\$4,006.85 10+	2% off N	N		
24 Jones (J4040) Fire Hydrant	J4065		\$2,622.93 10+	2% off N	N		
25 Jones (J4065) Fire Hydrant	J4040		\$2,329.55 10+	2% off N	N		
26 Check Valve NSHYD Hydra Guard			\$172.16 15+	3% off N	N		
27 Saddles for 6" PVC Pipe with 1" Tap CTS			\$213.10 15+	3% off N	N		
28 Saddles for 8" PVC Pipe with 1" Tap CTS			\$213.10 15+	3% off N	N		
29 Saddles for 10" PVC Pipe with 1" Tap CTS			\$264.02 15+	3% off N	N		
30 Saddles for 12" PVC Pipe with 1" Tap CTS			\$293.52 15+	3% off N	N		
31 30" wide, 17" long Composite Meter Box and Lid (FL 36)	Old Castle or Approved Equivalent		NA	QTY	% OFF N	N	
32 24" wide, 13" long Composite Meter Box and Lid (FL 30)	Old Castle or Approved Equivalent		NA	QTY	% OFF N	N	
33 1 inch Reduce Pressure Principal Device (RP)	Wilkins 975 X1.2 or Approved Equivalent		\$647.78 10+	2% off N	N		
34 2 inch Reduce Pressure Principal Device (RP)	Wilkins 975 X1.2 or Approved Equivalent		\$1,257.78 10+	2% off N	N		
35 4 inch Double Check Detector Assembly (DCDA)	Wilkins 350ADA or Approved Equivalent		\$3,205.56 10+	2% off N	N		
****LEAD TIMES CURRENTLY DEPEND UPON STOCK, MANUF AND QUANTITIES INC							
Other Costs (List) INC							
Total Bid Amount			\$25,382.05				
General Percentage Discount Price (off list price) for items not shown				General Discount %	Bulk Discount %		
				10 % OFF	5% OFF		
Exact quantities may vary, and may be increased or decreased to meet the agency's requirements. No minimum is guaranteed							



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

DATE: September 3, 2024
TO: City Council
FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org
SUBJECT: Annual Purchase Orders with WEX Bank for the Fleet Fuel Card Program.

RECOMMENDATION

That the City Council approve and authorize the Purchasing Agent to execute annual purchase orders with WEX for a total not to exceed amount of \$3,665,000 from September 8, 2024 through September 7, 2025, utilizing the Sourcewell contract 080620-WEX for the Fleet Fuel Card Program.

(Public Works and Transportation Committee approved 3-0 on July 23, 2024.)

BACKGROUND

The Fleet Services Division of the Public Works Department manages, maintains and repairs the City's 964 fleet vehicles and equipment valued at over \$54 million. Fleet Services is responsible for the maintenance and repairs of vehicles as well as the oversight of fuel and the fuel card program. The City's fleet vehicles utilize the following fuels: unleaded, ethanol fuel blend gasoline (E85), diesel fuel (including clear, renewable and red dye diesel), diesel exhaust fluid (DEF), Compressed Natural Gas (CNG), and propane. Fuel is purchased through the WEX Bank fleet card program. The table below summarizes fuel usage for FY 2022-23 by Division.

Division	FY 2022-23 Fuel Purchased	Percent
Environmental Resources	\$1,862,473	59.36%
Police	\$689,446	21.97%
Fire	\$36,963	1.18%
Parks & Facilities	\$166,752	5.31%
Water	\$139,956	4.46%
Streets	\$79,378	2.53%
Other	\$162,484	5.18%
Total	\$3,137,452	100%

The above data was obtained from the WEX fuel card transactions from all City departments and divisions.

DISCUSSION

The City has been using the WEX Government Fleet Card Program for the past five years which allows WEX fuel card holders to purchase gas at authorized fueling locations. The program allows for the purchase of unleaded, ethanol fuel

blend gasoline (E85), diesel fuel (including clear, renewable and red dye diesel), diesel exhaust fluid (DEF), Compressed Natural Gas (CNG), propane, and car washes. The WEX fleet card program is a separate vendor from the recently approved agreement with Dion & Sons, Inc., for the delivery of bulk fuel approved by City Council on June 27, 2024.

WEX offers a network that includes acceptance at a high percentage of retail fuel locations and provides the ability to control field fuel purchases. The following are some of the accepting fuel sites in Oxnard: Chevron, ExxonMobil, Union 76, Arco, USA, Shell, SC Fuels, Mac Valley Oil, Sinclair, 7-Eleven and Circle K. The card is also accepted at the Southern California Gas Company-Oxnard Base for purchasing CNG. The vast number of locations allows for staff to conveniently fuel vehicles, reducing travel time and miles. Fueling locally within City limits is encouraged for all WEX fuel card holders for tax purposes.

WEX's fuel card program has increased operational efficiency and administrative burdens by providing greater oversight of the fuel program as a whole and offering a web-based client portal that delivers comprehensive information and analysis tools compared to the previous vendors. A suite of control and alert tools allows staff to know where, when, what, and how much is being spent as well as fuel grade, cost per gallon, and sales tax for every purchase allowing for better security and better accounting. Features include a pump shut-off feature, type and amount control limits, real-time alerts, and a number of standard and custom reports. These benefits and features promote cost savings in addition to a quarterly revenue share "rebate" based on the City's monthly retail transactions. Last fiscal year, this "rebate" averaged \$2,500 per month.

City Purchasing Policy allows for the use of governmental-cooperative contracts for the purchase of goods, equipment and contractual services when the contract has been competitively bid and awarded in accordance with local, State, and Federal laws that govern public procurement. WEX holds a cooperative contract with Sourcewell for fleet fuel cards. Sourcewell offers government agencies a cooperative purchasing program that provides competitively solicited cooperative contracts.

Sourcewell awarded WEX Bank Contract No. 080620-WEX for Fleet Payment Solutions with Related Services. Sourcewell posted the Request for Proposal on June 18, 2020, and recommended the award to WEX Bank on August 24, 2020. The contract was set to expire September 7, 2024, but has been extended for another year through September 7, 2025.

The City's Purchase Orders with WEX coincide with the Sourcewell Contract 080620-WEX, expiring on September 7, 2025. The City continues to receive the benefits of WEX programs, as well as time and cost savings of the City having to solicit an RFB and implement a new program.

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 City's fuel usage has remained consistent the past two years but cost per gallon has consistently increased. Fleet Services staff has anticipated an increase for FY 2024-25 to account for operational increases and for any potential increases in fuel prices.

The total authorized spending with WEX Bank shall not exceed \$3,665,000 from September 8, 2024 through September 7, 2025. Funding for the first Purchase Order will begin in Fiscal Year 2024-25 and has been programmed in the Fiscal Year 2024-25 Adopted Budget. Subsequent funding for the second Purchase Order in FY 2025-26 will be requested during the annual budget process.

ESTIMATED SPENDING PLAN			
Account Number	FY 24-25 (Sep 2024 - Jun 2025)	FY 25-26 (Jul 2025 - Aug 2025)	Total
7413750-54090 (Unleaded)	\$1,198,000	\$240,000	\$1,438,000
7413750-54091 (CNG)	\$388,000	\$78,000	\$466,000
7413750-54092 (Diesel)	\$1,268,900	\$255,000	\$1,523,900
7413750-53200 (Prof Svcs)	\$4,000	\$800	\$4,800
Various: As-needed	\$192,900	\$39,400	\$232,300
Total	\$3,051,800	\$613,200	\$3,665,000

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on July 23, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Brian Yanez, Assistant Public Works Director, Jose Arreola, Fleet Services Manager

ATTACHMENTS

1. Sourcewell WEX Contract 080620 v2
2. Sourcewell WEX Bank 080620-Contract Extension

**Solicitation Number: RFP #080620****CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 and **WEX Bank**, 7090 South Union Park Center, Suite 350, Midvale, UT 84047 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

B. **EXPIRATION DATE AND EXTENSION.** This Contract expires September 7, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. **SURVIVAL OF TERMS.** Articles 11, 12, 13, 15 and 16 survive the expiration or cancellation of this Contract and Article 14 survives the expiration or cancellation of this Contract solely with respect to acts or omissions occurring during the Term of the Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract. For any conflicts between the Proposal and the Contract, the Contract prevails. Additionally, may require Participating Entities to agree to the attached and incorporated **Wex Universal – Terms and Conditions for Government Fleets**. Vendor acknowledges that some of the additional terms and conditions may need to be negotiated by

the Participating Entity since the Participating Entity may not be legally permitted to agree to all terms With the exception of those provisions cited in Article 19 of this Contract, and with the exception of Sourcewell accessing the products and services offered under this Contract for its own use, the Wex Universal – Terms and Conditions for Government Fleets are not applicable to the relationship between Vendor and Sourcewell and are not binding on Sourcewell.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

1. Identify the applicable Sourcewell contract number;
2. Clearly specify the requested change;
3. Provide sufficient detail to justify the requested change;

4. Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
5. Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance,

Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **INTENTIONALLY OMITTED.**

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

- A. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
- B. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
- C. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by Vendor and the Participating Entity making the purchase pursuant to Section 6.B.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from damages resulting directly from any claims or causes of action, including attorneys' fees, arising directly out of Vendor's negligence or willfull misconduct during the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. In no event will Vendor be liable for incidental, special, consequential, or punitive damages.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract. No more than one audit per year will be performed by Sourcewell or any Participating Entity, and Vendor will receive a minimum of 45 days' advance written notice of such an audit.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws. In no event will Vendor be liable for incidental, special, consequential, or punitive damages.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

A. *Grant of License.* During the term of this Contract:

A. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

B. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

B. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

C. *Use; Quality Control.*

1. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
2. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
3. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as outlined in the WEX Universal Terms and Conditions appended hereto.

B. **DEFAULT AND REMEDIES.** The WEX Universal Terms and Conditions appended hereto shall govern default and remedies available to the parties.

20. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer

attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Upon the renewal of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds; but only to the extent an indemnity is owed pursuant to this Agreement.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-

1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is

hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures

required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal.

080620-WEX

Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz

Title: Director of Operations &
Procurement/CPO

Date: 11/20/2020 | 12:25 PM CST

WEX Bank

DocuSigned by:
By: Tim Laukka
C12BE2BB9446476...
Tim Laukka

Title: President and CEO

Date: 11/20/2020 | 10:14 AM PST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette

Title: Executive Director/CEO

Date: 11/25/2020 | 8:23 AM CST

RFP 080620 - Fleet Payment Solutions with Related Services

Vendor Details

Company Name: WEX Bank
Address: 7090 South Union Park Center
Suite 350
Midvale, UT 84047
Contact: Denise Baumgart
Email: denise.baumgart@wexinc.com
Phone: 913-393-3208
HST#: 84-1425616

Submission Details

Created On: Tuesday June 30, 2020 14:46:43
Submitted On: Thursday August 06, 2020 14:25:55
Submitted By: Denise Baumgart
Email: denise.baumgart@wexinc.com
Transaction #: ae75e837-96d7-4571-b9ad-6c4bd7b8dced
Submitter's IP Address: 136.33.193.72

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	WEX Bank	*
2	Proposer Address:	7090 South Union Park Center, Suite 350 Midvale, UT 84047	*
3	Proposer website address:	www.wexinc.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Tim Laukka, President and CEO 7090 South Union Park Center, Suite 350 Midvale, UT 84047 Email: tim.laukka@wexinc.com Phone: 888-842-0075	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Denise Baumgart, Strategic Relationship Manager 17071 W 93rd Terr. Apt 13106 Lenexa, KS 66219 Email: denise.baumgart@wexinc.com Phone: 913-393-3208	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	This proposal is presented by WEX Bank, a Utah industrial bank formerly known as Wright Express Financial Services Corporation. WEX Bank is a wholly owned subsidiary of WEX Inc., a Delaware corporation formerly known as Wright Express Corporation. WEX Bank and WEX Inc. are collectively referred to herein as WEX. WEX is Sourcewell's current fleet card and telematics vendor. For 36 years, we have built our proprietary closed-loop network that includes acceptance at 95 percent of the retail fuel locations in the United States. Our network gives fleets the ability to control purchases in the field, and delivers comprehensive information and analysis tools that allow effective operational management and cost reduction. ABOUT WEX, INC. Powered by the belief that complex payment systems can be made simple, WEX Inc. (NYSE: WEX) is a leading provider of payment processing and business solutions across a wide spectrum of sectors, including fleet, travel and healthcare. WEX operates in more than 10 countries and in more than 20 currencies. WEX fleet cards offer 14.9 million vehicles exceptional payment security and control, purchase volume in travel and corporate solutions grew to \$39.6 billion in 2019; and the WEX Health financial technology platform helps 390,000 employers and 31.8 million consumers better manage healthcare expenses. For more information, visit www.wexinc.com. In the past decade, our business has grown from \$318 million in revenue and 725 employees to \$1.72 billion in revenue in 2019, and more than 5,000 employees around the globe. For the full year 2019, revenue increased 15% from \$1.49 billion in 2018. GOVERNMENT EXPERIENCE WEX currently provides fleet fuel cards for 25 states, and has governmental and tax exempt customers in all 50 states. Our State customers represent more than 375,000 cards. WEX also provides fleet card services as a subcontractor to Citibank under the Federal Government's GSA SmartPay 3 Charge Card Program for 11 federal agencies, including the GSA Fleet, and the Departments of Homeland Security, Agriculture, State, Treasury, Commerce, and Energy. These federal government customers have more than 320,000 cards. In total, WEX services more than 1 million tax-exempt cards. WEX also holds cooperative contracts with Sourcewell for fleet cards and telematics, and the GSA for telematics. We are an active member of the National Conference of State Fleet Administrators, continually attending educational seminars and focus groups to better understand the industry so we can meet and exceed the needs of our customers.
8	What are your company's expectations in the event of an award?	WEX has been Sourcewell's fleet card vendor of choice since 2011. We welcome the opportunity to continue what we feel has been a mutually beneficial relationship for Sourcewell, its members, and WEX. There are currently more than 3,200 tax exempt organizations, including five states utilizing the Sourcewell contract. WEX will continue to market our best-in-class fleet card program to Sourcewell's members. Remaining with WEX will help ensure that Sourcewell and its members continue to receive the benefits of the WEX Fleet Card program while avoiding a potentially time-consuming and costly contract negotiation and implementation with a new provider.

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Powered by the belief that complex payment systems can be made simple, WEX Inc. (NYSE: WEX) is a leading provider of payment processing and business solutions across a wide spectrum of sectors, including fleet, travel and healthcare. WEX operates in more than 10 countries and in more than 20 currencies. WEX fleet cards offer 14.9 million vehicles exceptional payment security and control, purchase volume in travel and corporate solutions grew to \$39.6 billion in 2019; and the WEX Health financial technology platform helps 390,000 employers and 31.8 million consumers better manage healthcare expenses. For more information, visit www.wexinc.com. In the past decade, our business has grown from \$318 million in revenue and 725 employees to \$1.72 billion in revenue in 2019, and more than 5,000 employees around the globe. For the full year 2019, revenue increased 15% from \$1.49 billion in 2018. Please see the attached financial documents.	*
10	What is your US market share for the solutions that you are proposing?	Although internal market share estimates are confidential, WEX fleet cards offer more than 300,000 governmental and commercial organizations with approximately 14.9 million vehicles exceptional payment security and control. WEX currently provides fleet fuel cards for 25 states, and has governmental and tax exempt customers in all 50 states. Our State customers represent more than 375,000 cards. WEX also provides fleet card services as a subcontractor to Citibank under the Federal Government's GSA SmartPay 3 Charge Card Program for 11 federal agencies, including the GSA Fleet, and the Departments of Homeland Security, Agriculture, State, Treasury, Commerce, and Energy. These federal government customers have more than 320,000 cards. In total, WEX services more than 1 million tax-exempt cards.	*
11	What is your Canadian market share for the solutions that you are proposing?	The WEX Fleet Card is currently accepted at 2,479 sites in Canada. This includes 1,834 Esso sites, 213 Mobil sites, 154 Pioneer Energy sites, 82 Shell Flying J sites and 70 7-Eleven sites. WEX also has signed agreements with merchants representing an additional 1,067 sites. This includes 507 Irving Oil sites and 233 Petroles Crevier sites.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	WEX has not petitioned for bankruptcy protection.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Service provider. This proposal is presented by WEX Bank, a Utah industrial bank formerly known as Wright Express Financial Services Corporation. WEX Bank is a wholly owned subsidiary of WEX Inc., a Delaware corporation formerly known as Wright Express Corporation. WEX Bank and WEX Inc. are collectively referred to herein as WEX. For more than 36 years, we have built our proprietary closed-loop network in the United States that includes site acceptance at more than 95 percent of the nation's retail fuel locations. Our network gives fleets the ability to control purchases in the field, and delivers comprehensive information and analysis tools that allow effective operational management and cost reduction. WEX, Sourcewell's current fleet card provider, currently processes transactions for commercial and government fleets totaling more than 14.9 million vehicles. WEX markets its services directly to fleets, and to businesses as an outsourcing partner for its strategic relationships. The sales and service delivery associates are employed by WEX. WEX does not utilize dealer networks to market, sell, or service the Sourcewell card program offered in this response.	*

14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	WEX holds all required licenses and certifications. WEX Bank is a Utah industrial bank that is regulated by the FDIC. WEX Inc. is SOX and PCI-DSS compliant.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	WEX has regularly been ranked in the Information Week Elite 100, including as high as 19th.	*
17	What percentage of your sales are to the governmental sector in the past three years	This information is confidential. However, of the approximately 14.9 million WEX cards on the market, more than 1 million are for tax exempt fleets. This includes 25 state contracts, the existing Sourcewell contract (approximately 3,200 organizations) and as a subcontractor to Citibank under the Federal Government's GSA SmartPay 3 Charge Card Program for 11 federal agencies.	*
18	What percentage of your sales are to the education sector in the past three years	This information is confidential.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	WEX currently provides fleet fuel cards for 25 states, and has governmental and tax exempt customers in all 50 states. Our State customers represent more than 375,000 cards. WEX also provides fleet card services as a subcontractor to Citibank under the Federal Government's GSA SmartPay 3 Charge Card Program for 11 federal agencies, including the GSA Fleet, and the Departments of Homeland Security, Agriculture, State, Treasury, Commerce, and Energy. These federal government customers have more than 320,000 cards. In total, WEX services more than 1 million tax-exempt cards. WEX also holds cooperative contracts with Sourcewell for fleet cards and telematics, and the GSA for telematics. We are an active member of the National Conference of State Fleet Administrators, continually attending educational seminars and focus groups to better understand the industry so we can meet and exceed the needs of our customers. State customers include: Maine; New Hampshire; Vermont; New York; Massachusetts; Pennsylvania; West Virginia; North Carolina; South Carolina; Georgia; Alabama; Florida; Kentucky; Indiana; Michigan; Illinois; Iowa; Missouri; Arkansas; Kansas; New Mexico; Utah; Wyoming; Montana; Idaho. Massachusetts, Kansas, Arkansas, Iowa, and Missouri are all on the Sourcewell contract. WEX cannot divulge sales volume figures.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	WEX also provides fleet card services as a subcontractor to Citibank under the Federal Government's GSA SmartPay 3 Charge Card Program for 11 federal agencies, including the GSA Fleet, and the Departments of Homeland Security, Agriculture, State, Treasury, Commerce, and Energy. These federal government customers have more than 320,000 cards. In total, WEX services more than 1 million tax-exempt cards. WEX also holds a cooperative contract with the GSA for telematics. WEX cannot divulge sales volumes.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
State of Georgia, Department of Administrative Services	Jazzmin Randall, Director, Office of Fleet Management	404-651-7263 (Office) 678-699-5797 (Cell)	*
State of Missouri	Adam Wakum, State Fleet Manager	573-751-2235	*
State of North Carolina	Robert Riddle, Director - Division of Motor Fleet Management	919-830-1347	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Confidential	Government	Florida - FL	Fleet card services	N/A	\$270M	*
Confidential	Government	Georgia - GA	Fleet card services	N/A	\$200M	*
Confidential	Government	Pennsylvania - PA	Fleet card services	N/A	\$250M	*
Confidential	Government	New York - NY	Fleet card services	N/A	\$190M	*
Confidential	Government	North Carolina - NC	Fleet card services	N/A	\$150M	*

Table 6: Ability to Sell and Deliver Service

Describe your company’s capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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23	Sales force.	The WEX Fleet Card offers acceptance in all 50 states, at more than 95% of U.S. retail fueling locations, all of which provide Level III data for Sourcewell's membership organizations. Our current strategy utilizes a comprehensive approach to the government and non-profit sector. Our dedicated government relationship and sales team focuses on serving the needs of government entities. We take a holistic approach to these programs, and ensure that all eligible entities are aware they can take advantage of the overarching WEX contract. We also create a targeted marketing plan to support these outreach efforts, and inform eligible agencies that they can leverage the program to save money for their agency. Our marketing efforts include direct mail and email, and they are customized for the respective entity we are targeting. Communications are structured around the specific provisions of the contract which the individual entity can leverage. Our marketing team also uses mailing addresses provided by the respective state agencies, when they are made available. In addition, the internal analytics team utilizes subscription based databases to acquire contacts and conduct mailings to the appropriate state agencies. This enables us to maximize the effectiveness of the relationship, and ensure that both parties benefit from the fleet program to the greatest extent possible. WEX has a fleet card field sales force of more than 20 people dispersed throughout the continental United States. These members of our sales force are dedicated to selling our fleet card program and are full-time employees of WEX. Government Account Managers WEX has four Government Account Managers – including Sourcewell's current Government Account Manager, Denise Baumgart – who focus on servicing and expanding the use of our larger municipal, federal and state government fleet customers. Denise is located in Kansas and has been the Sourcewell's Government Account Manager since 2011. Denise will continue to meet with interested strategic members to review the fleet card program and to work closely with Sourcewell members to provide best practices that are meaningful and appropriate within your organization, throughout the life of the contract. Strategic Account Services (SAS) For fleets with more than 30,000 gallons of fuel purchased per month, SAS is the primary day-to-day contact for your fleet managers. SAS generally ensures that the program is working smoothly and also expedites all problems to their quickest resolution so that the fleet experiences minimal disruption. SAS can help create reporting that may not be easily accessible to the Fleet Managers. SAS is based in South Portland, Maine at WEX Inc. headquarters and can be reached toll free between the hours of 8 a.m. and 5 p.m. Eastern time. Government Account Executives There are also two Government Account Executives, located at WEX headquarters in South Portland, Maine, who pursue piggybacking opportunities with eligible entities for Sourcewell. WEX also has an inside sales force of approximately 30 people who take inbound calls from leads generated from our overall marketing efforts including direct mail, email marketing and web channels.
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24	Dealer network or other distribution methods.	N/A.	*
25	Service force.	Government Account Manager Denise Baumgart will continue to meet with interested strategic members to review the fleet card program and to work closely with Sourcewell members to provide best practices that are meaningful and appropriate within your organization, throughout the life of the contract. Customer Service The WEX Customer Service Department is available 24 hours a day, 365 days a year, and is staffed by more than 100 service representatives and supervisors. The Customer Service Department is always available to answer questions, handle lost or stolen card reports, order replacement cards and authorize transactions for cardholders and fleet managers. Customer Service Representatives are also trained to handle questions regarding account billing and reporting. Station attendants can utilize an interactive voice response system (IVR) to obtain quick purchase authorization. Program administrators can use the IVR to check balances, available credit limits, or make a payment by phone. Additional Services WEX understands that not all customer needs are met by a standard call center approach. To ensure and strengthen our customer service offering, we have developed service teams within Client Services that have the flexibility and skills to deliver non-standard service and meet the unique needs of our customers: Premium Fleet Services -- For fleets with more than 150,000 gallons of fuel purchased per month, the Premium Fleet Services Account Manager is the primary day-to-day contact for your fleet managers. He or she generally ensures that the program is working smoothly and also expedites all problems to their quickest resolution so that the fleet experiences minimal disruption. Premium Fleet Services Account Managers help create reporting that may not be easily accessible to the Fleet Managers. It is Premium Fleet Services Account Managers' goal that the Fleet Managers have the necessary data to manage their fleets. PFS Managers are based in South Portland, Maine and can be reached toll-free at 877-WEX-CARD between the hours of 8 a.m. and 5 p.m. Eastern time.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our fleet customers cite the customer service experience as the single finest aspect of their relationship with WEX. Our service philosophy is based on matching customer service personnel with the skills and expertise to meet large and small fleet needs at various organizational levels. WEX will assign experienced Account Managers as the single point of contact for their programs. Program participants will also have 24/7 access to trained call center representatives (CSR's) available whenever needed. This tiered approach enables us to provide high levels of customer service at all times, as well as strategic oversight to work closely with agency contacts to improve their fleet card program. The WEX Customer Service Department is available 24 hours a day, 365 days a year, and is staffed by more than 100 service representatives and supervisors. The Customer Service Department is always available to answer questions, handle lost or stolen card reports, order replacement cards and authorize transactions for cardholders and fleet managers. Customer Service Representatives are also trained to handle questions regarding account billing and reporting. Station attendants can utilize an interactive voice response system (IVR) to obtain quick purchase authorization. Program administrators can use the IVR to check balances, available credit limits, or make a payment	

by phone.

Additional Services

WEX understands that not all customer needs are met by a standard call center approach. To ensure and strengthen our customer service offering, we have developed service teams within Client Services that have the flexibility and skills to deliver non-standard service and meet the unique needs of our customers:

Premium Fleet Services -- For fleets with more than 150,000 gallons of fuel purchased per month, the Premium Fleet Services Account Manager is the primary day-to-day contact for your fleet managers. He or she generally ensures that the program is working smoothly and also expedites all problems to their quickest resolution so that the fleet experiences minimal disruption. Premium Fleet Services Account Managers help create reporting that may not be easily accessible to the Fleet Managers. It is Premium Fleet Services Account Managers' goal that the Fleet Managers have the necessary data to manage their fleets. PFS Managers are based in South Portland, Maine and can be reached toll-free at 877-WEX-CARD between the hours of 8 a.m. and 5 p.m. Eastern time.

Bi-Lingual Call Support -- WEX evaluates the need for non-English speaking CSRs on an on-going basis and will add reps with different language skills as our business dictates. The call center currently has French Canadian and Spanish speaking CSRs on staff. In addition, the call center provides language translation services through a "Language Line" which provides translation in over 170 languages.

eServices -- This team of online experts provide support for web-based self-serve customers and are available to answer technical questions and train customers on web based products.

Customer Satisfaction

Customer Satisfaction is the bottom line for any service organization and WEX has developed high standards for how we deal with our customers. For example, our current minimum performance goal is to have 70% of calls answered by a person within 45 seconds.* We set our standards for customer service by benchmarking against other card-based call centers. We then strive to exceed these standards with each call. Measured metrics include:

- Average speed to answer
- Time to abandon
- Abandonment rate
- Talk Time
- After-Call Work
- Handle Time

WEX surveys its customers to gain insight into their Customer Service experience. Our customers consistently give us high marks for the service we provide. Additionally, we record all of our calls and evaluate trends using speech analytic technology. This provides us with rich, real time voice of the customer information that is valuable for enhancing our training programs and informing our product development activities.

*This is subject to change based on seasonality and call volumes.

Customer Service Management

At WEX, our management and our staff are tasked with improving and enhancing the effectiveness and efficiency of all aspects of our service offering. Our charge is to maximize resources while creating and maintaining a balance between work expectations and personal lives. Keeping first line customer representatives invigorated and

available to handle the next call requires support from an extended team of specialists to provide assistance with complex issues and ensure optimal staffing during peak call hours.

Customer Service Help Desk is available to support service representatives with calls that require additional research or specialized knowledge. The goal is to resolve issues in one call and provide an immediate response.

Customer Service Trainer is accountable for providing initial, remedial, and new program training for all CSRs. The trainer is responsible for establishing the monthly training agenda for the Team Leaders to complete during the weekly team meetings.

Technical and Resource Planning Team is responsible for the daily management of the queues to ensure service levels are achieved. The team also provides daily, monthly, and ad hoc reporting for the call center. They forecast the resources required and manage the scheduling of associates to optimize the customer experience.

Skill-Based Call Routing System

WEX employs a state-of-the-art call handling system featuring skill-based call routing. Our skill-based call routing ensures that our CSRs do not receive certain types of calls until they are fully trained to support them. We conduct a rigorous training and examination phase for all newly hired CSRs, and provide continuous refresher training to experienced staff. Only upon successful completion of the training program, are CSRs allowed to field calls from the customers, ensuring that they are able to provide the best in class service that our customers have come to expect from WEX. Experienced CSRs and team leaders monitor new staff responses to assure quality and program performance.

Emergency Response

WEX is prepared to support the needs of our Premium Fleet Services customers in the cases of natural disasters (e.g., hurricanes, earthquakes), threats to national security, and military mobilization.

At WEX, we recognize the critical importance of keeping fuel supplies available so that public sector vehicles can operate and respond during natural disasters and other emergencies. We're proud that the fleets we serve have found our work to be instrumental in their ability to maintain continuous operations during their most crucial times of need. Some of the services that can be provided upon request include the following:

- Emergency plan development: we work with each customer to prepare a plan of response should an emergency occur
 - Set up of online emergency card profiles, so you can easily remove or change your card control limits to support your emergency needs
 - Regular updates outlining which networks and fuel stations are open and active in disaster areas
- Our fleet customers — including public sector clients — cite their customer service experience as the single finest aspect of their relationship with WEX. Our service philosophy is based on providing a tiered support structure made up of highly trained service personnel to meet large and small fleet needs, including federal, state, county, and city fleets.

eServices

In coordination with Premium Fleet Services and Strategic Support, eServices provides fleet support for WEX' online tool. The eServices team strives for one-call resolution and,

		where applicable, customer education on use of our online products. Fraud Specialists WEX' experienced fraud prevention professionals work with fleets, partners, merchants, and, when necessary, local and federal authorities in order to minimize fraud, misuse, and abuse of our fleet card programs. We take a three-pronged approach to mitigating inappropriate use of cards and card programs —prevention, detection, and management. The Fraud Team an extensive network of industry contacts and association memberships to ensure they are on top of new trends and developments. Merchant Services The Merchant Services group works closely with both our Merchant Acquisition team and our Tax Department to achieve maximum acceptance with the greatest level of tax participation possible. This work includes the recruitment of new merchant acceptance when requested by a fleet. Strategic Receivables Services (SRS) WEX takes a proactive and service oriented approach to reducing payment delinquency. Our team of receivables specialists (Strategic Receivables Services) works with large customers to ensure accurate and on-time billing and payment. Each customer is assigned a specific receivables specialist who will be the primary point of contact and will work closely with the account manager. Your SRS specialist will work with you to ensure that your billing structure and payment methods work well for your business and help you get the most value from your card program. SRS specialists monitor payments on a daily basis and make contact with customers that have remitted a payment amount that does not match the amount due. In this way, past due balances are cleared up quickly, reducing the need for costly and time consuming historical reconciliation and analysis.	
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	WEX will continue to market to and provide products and services to Sourcewell participating entities in the United States.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	WEX will market to and provide products and services to Sourcewell participating entities in the United States.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A. The WEX card is accepted in all 50 states and in Canada.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our multi-channel marketing programs have a demonstrated track record of successful outreach to large, medium, and small fleets, including those in the government, education, and non-profit sectors. WEX has partnered with Sourcewell since 2011, growing that contract to benefit more than 3,200 members representing over 97,000 cards. WEX also

currently provides fleet fuel cards for 25 states and has governmental and tax exempt customers in all 50 states. Our State customers represent approximately 390,000 cards. Additionally, WEX provides fleet card services as a subcontractor to Citibank under the Federal Government's GSA SmartPay 3 Charge Card Program for 11 federal agencies, including the GSA Fleet, and the Departments of Homeland Security, Agriculture, State, Treasury, Commerce, and Energy. These federal government customers have more than 320,000 cards. In total, WEX services more than 1 million tax-exempt cards.

We actively manage programs to market to these government agencies. Our marketing efforts inform eligible governmental entities that Sourcewell has a fleet card program, and converts them through education of program benefits.

WEX has leveraged this proven methodology to promote the Sourcewell program for the last five years. Our custom outreach program ensures that eligible government, education, and non-profit organizations know about the Sourcewell WEX program, and are aware of the benefits of enrolling. This ensures that eligible agencies have access to quickly and easily sign up for the program, in order to maximize the overall program volume. Our annual efforts include but are not limited to direct mail, email campaigns, newsletters, trade show participation, press releases, web based marketing, online landing pages, and sales visits.

Internal Marketing Capabilities

WEX invests millions of dollars each year in establishing and delivering comprehensive marketing and sales programs on behalf of our own WEX Universal card programs, partner-based proprietary card programs, and our Government Fleet Card Program. We market to state, local and other eligible governmental organizations, in order to optimize participation in their respective card programs.

Our in-house Project and Channel Managers manage our public relations campaigns, tradeshow, email, web, direct mail and advertising programs. We also have a full-time in-house design team of professionals who support the development of collateral, direct mail, traditional print and web design. We are able to create turn-key programs for dozens of partners from Exxon Mobil and leasing companies, to smaller local and regional governmental agencies.

Through our marketing and sales efforts, WEX has helped the Sourcewell contract grow from zero cards in 2011 to over 3,200 customers, 97,000 and annual sales volume of \$185 million in 2019. WEX will continue to actively market the program, and leverage local and municipal level relationships to grow the portfolio throughout the contract. Over the past four years, WEX has invested well over \$200,000 in marketing efforts to the Sourcewell membership. We would continue our proven marketing and sales investment over the new contract period.

We utilize a disciplined, data-driven approach for these programs and track key metrics such as response rate, close rate, average fleet size, credit approval rate, account and activation rate, card yield and overall ROI. We use Salesforce.com and Siebel CRM systems to track the effectiveness of each unique campaign, and review results of each marketing program in detail, both internally and in conjunction with our partners. Our approach includes a ready willingness to try new concepts and approaches using "champion-challenger" methodology so that we can learn and compare results of proven campaign approaches

		with those of newer test or concept campaigns. WEX utilizes an in-house web marketing team to develop a comprehensive marketing approach which utilizes the latest web marketing strategies. We have developed a dedicated Sourcewell landing pages to inform existing and prospective state organizations about the Sourcewell Fleet Card Program. (Example: https://www.wexinc.com/texas). We will use outreach efforts to draw traffic to the site, and encourage enrollment in the program. This program will be supported by geographically targeted Search Engine Marketing (SEM) to drive fleet card applications. WEX will develop custom email outreach programs to communicate with eligible Sourcewell organizations. WEX leverages organic search placement while effectively managing Search Engine Marketing and Optimization. WEX has successfully managed digital web-based marketing programs on behalf of its partners and has in-house web marketing experts who are experienced in leveraging this channel for fleet acquisition and communication. In the past, our sales force has attended more than 50 annual national, regional trade and local trade shows, in order to reach key decision makers and establish key industry contacts. We will leverage Sourcewell at government trade shows and conferences, to expand awareness of the program, and convert prospective organizations into cardholders. All events are managed by an in-house marketing team which coordinates our event calendar, and provides follow-up including lead generation, maintenance, and post-show mailings. All WEX Sales Associates utilize the Salesforce.com CRM (customer relationship management) system for effective territory management, as well as management reporting. Each member of our sales force uses this system to manage their territory and move prospective leads through the sales process to active leads which are followed up on until they are closed. Use of the tool gives us a clear view of individual and team effectiveness, their current 30-day account forecast and their longer term pipeline. We also use Salesforce.com to track leads, develop custom email programs, and distribute marketing collateral to potential accounts. Salesforce.com would be utilized to track and manage the WEX Sourcewell sales and marketing program.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We depend heavily on technology and digital data in our marketing efforts. Our marketing department works closely with our customer insights group (research) to glean valuable data which allows us to fine-tune our marketing campaigns and day-to-day activities. With the recent addition of new team members in the customer insights group we are now able to gain even greater direction in our marketing efforts, thus maximizing their effectiveness. We are also engaged on a daily basis with a number of social media networks (LinkedIn, Facebook, Twitter, and Instagram). Through our engagement we receive valuable feedback from customers. Of course, we also access these powerful platforms to distribute content that is valuable to our customers along with occasional marketing messages from WEX. Lastly, we manage a popular blog where we create and post on topics of interest to our customers several times each week.

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell has been an excellent partner the past nine years. We would anticipate that Sourcewell would continue to support their members and WEX as we continue our marketing and sales efforts to promote the value of the contract and servicing the existing members utilizing the contract. We would ask that Sourcewell continue to include WEX logos and contact information in existing marketing materials. We would also expect that the Sourcewell WEX relationship would be mentioned in new member mailings as well as on the Sourcewell website. When possible, if available, we would request access to the Sourcewell membership list, for use in our email and direct mail campaigns. We would also ask that any referrals that occur as a result of Sourcewell outreach efforts be forwarded to WEX for follow-up and activation. Finally, we have also found it beneficial to attend Sourcewell hosted events such as H2O to learn successful strategies and share our successes with other contract holders that benefit the Sourcewell membership.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	The Fleet Manager module of WEXOnline allows the fleet manager to add, edit, suspend, reactivate and terminate cards and drivers, to add/manage card controls, view and download invoice details. You can also: • Assign card to driver, vehicle or location • Transfer cards from one account to another • Group cards into authorization profiles to enforce your purchasing policies • Create organizational units or departments to better organize cards, vehicles and drivers for reporting and management purposes (initially added during the implementation phase) • Edit account information	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	WEX believes that training is the cornerstone for any successful implementation. The Strategic Implementation Manager will work closely with you to create a training plan that will support the needs of members who utilize the WEX program. A WEXOnline user guide will be provided , as will a Companion Guide. The Companion Guide will incorporate any of your business rules with respect to field reporting requirements and data collection expectations. For the formalized training, this can be conducted in three distinct ways. WEX utilizes WebEx as a tool for training; allowing members to complete training either through a classroom setting from their desk top or by accessing a pre-recorded training seminar. These pre-recorded seminars are helpful as they can be used by new hires after the implementation has been completed. WEX can also do in-person training sessions at Manager Meetings or other venues where your group has been brought together. The Government Account Manager assigned to the Sourcewell relationship, Denise Baumgart, will also complete on-going training as new products are released or as business needs require. These trainings will be completed through WebEx live or pre-recorded sessions. There is no cost for our training.	*
37	Describe any technological advances that your proposed products or services offer.	WEX envisions the evolution of technology enabling more possible point of sale solutions through proliferation of chip, mobile payment, and cloud-based solutions. WEX's strategic customers are often some of the first adopters of WEX's	

product innovations and pilot programs. WEX focuses on finding and watching innovations that have the potential to transform our industry or create a new vertical. We watch new technologies that might provide useful applications for new products and services and competitive advantage in the future. We take special interest in technologies relating to transaction authorization and processing, messaging, payment devices, point of sale, industry hardware and software solutions, new data sources and other opportunities.

Fleet Advisory Board

The Fleet Advisory Board is a targeted group made up of a cross-section of WEX's largest fleets. Its role is to represent the fleet industry with WEX senior leadership, and to provide key input, ideas and direction to advance WEX's leadership position in the marketplace. This group meets once or twice a year, and corresponds regularly via conference calls and email. Its focus is on strategic initiatives, looking out 3-5 years or more, to support WEX's continued growth efforts.

SPARK

SPARK is a broad group of fleet administrators and managers representing more than 50 organizations and public agencies nationwide. This group includes WEX's largest and most demanding fleets, and is focused on providing WEX direction on near-term products and services (typically 1-3 years out).

WEX Fleet Chip Cards

Working with Gemalto, a world-class leader in chip technology, WEX has been developing a proprietary chip card for three years to meet the EMV liability shift requirements. This is the first fleet-centric chip applet designed specifically for the U.S. fleet industry. This applet is spec-based and customized for WEX Fleet.

Not all retail fuel merchants will choose to invest in chip card readers at the point of sale due to the significant financial investment required; some will accept the risk of liability for fraudulent transactions. Because of this, the WEX fleet card will have both a chip and magnetic stripe for many years to come.

WEX believes it has taken a thoughtful approach to chip-card development.

- WEX's reputation is based on customer security and satisfaction. WEX did not take the easy route of putting a consumer based chip applet (Mastercard or Visa) onto its proprietary card product.

- The WEX research and development team initiated planning years in advance with a goal to define a lasting standard, and release the highest quality solution at the right time.

- WEX's development cycle will provide a seamless transition to EMV for WEX fleet customers and WEX-accepting merchants, and will ensure compliance with hardware and Point of Sale suppliers.

- WEX chip cards will offer full fleet functionality upon release, unlike the consumer-level functionality of other cards.

ClearView™

WEX Fleet ClearView™ (detailed in response to the following question) is a suite of powerful, cloud-based analytics solutions that automatically organizes, interprets, and intuitively displays fleet-related information. Critical data is presented in an intentional layout of simple and informative visualizations, helping fleet managers monitor operations, understand trends, benchmark performance, investigate anomalies, and recognize cost-saving opportunities.

WEX Fleet DriverDash

WEX Fleet DriverDash is an application used by fleet drivers to activate their fleet cards, enter required prompts, and purchase fuel at the pump. The solution enables fleet drivers to authorize a fuel transaction via mobile device and biometrics from within their vehicle, creating a seamless and

		secure transaction via mobile device. DriverDash captures receipts electronically. The DriverDash program is currently available at more than 25,000 Shell, Exxon and Mobil-branded stations across the continental U.S. and WEX is actively expanding the network among its accepting merchants.	
38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	WEX has reduced its carbon footprint by reducing daily deliveries of office supplies and by reducing travel through the use of WebEx for many conferences and training. WEX has also installed energy efficient light bulbs, and timers that turn off the lights in bathrooms when not in use. A recent energy audit of our facilities returned a positive review regarding our energy efficiency. WEX has capital expenditure money in its budget to further reduce energy consumption. WEX has a history of working with fleets to assist green initiatives. • We attend the AFVI conference every year to understand alternative fuels available, stay informed of the latest technology and updated legislation. It important for us to understand what is available to our customers, how they are affected by the alternative fuels industry and how we can support them in their green initiatives. • We have worked with EERE to establish a recurring data exchange for alternative fuel sites. • We currently provide custom reporting to our State customers regarding alternative fuel consumption. • We have participated in several Chicago Climate Exchange audits with our State customers. Although we can't share specific findings, we encourage the members to discuss with us our support in providing accurate data to the exchange or others you may be involved in. • Our WEXSmart telematics program helps fleets track idle and fuel efficiency. We would be happy to provide more information on this product. • WEX, as a member of Conexxus (formerly PCATS -- the Petroleum Convenience Alliance for Technology Standards), has been very active in recommending additional alternative fuel product codes to be included in the NACS (National Association of Convenience Stores) product code standards. • WEX has a relationship with the National Renewable Energy Laboratory that has allowed us to provide an alternative fuel site directory	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	WEX is Sourcewell's current fleet card provider and offers unmatched knowledge of your needs in a fleet card program for your members, and strategic support from Relationship Manager Denise Baumgart. Remaining with WEX will allow Sourcewell and its members to avoid a potentially costly and time-consuming implementation process. In general, we believe the following strengths distinguish us from our competitors: • Our closed-loop fuel network is driven by direct contractual relationships with both the merchant and the fleet, and only WEX transactions can be processed on these networks. We have built a network that provides over 95 percent fuel location coverage in the United States. • Our proprietary closed-loop fuel networks also afford us access to a higher level of fleet-specific information and control than is widely available on open-loop networks. This allows us to improve and refine the information reporting we provide to our fleet customers and strategic relationships. • WEX accepting merchants are required to be capable of transmitting Level III data. Level III data capture helps reduce fraud and provides greater visibility into your fleet operations with Driver ID and odometer entry required for each purchase. Fleets that use the WEX card receive detailed information like product type and description, fuel grade, cost per gallon, sales tax, and more. • We offer a differentiated set of products and services, including security and purchase controls, to allow our customers to better manage their vehicle fleets. We provide customized analysis and reporting on the efficiency of fleet vehicles and the purchasing behavior of fleet vehicle drivers. We make this data available to fleet customers through both traditional reporting services and sophisticated web-based data analysis tools. • Our proprietary software facilitates the collection of information and affords us a high level of control and flexibility in allowing fleets to restrict purchases and receive automated alerts. • We have an experienced and committed management team that has substantial industry knowledge and a proven track record of success.
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Table 9: Warranty (Performance Standards or Guarantees)

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
42	Describe any performance standards or guarantees that apply to your services (customer or merchant service response times, processing time frames, dispute resolution, etc.).	Fleet Card Distribution: >= 99.5% of fleet cards will be mailed within one (1) business day of the card production date. Calculated by the calendar month Statement Distribution: >= 99.5% of the statements will be mailed/mailed/placed on FTP site within five (5) business days of the system printing date. Calculated by the calendar month Customer Setup: >= 99.5% of all fleet accounts will be set up (account data loaded and cards ordered) within three (3) business days after all of the information necessary for account setup is obtained and credit has been approved.
43	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.).	Customer Satisfaction is the bottom line for any service organization and WEX has developed high standards for how we deal with our customers. For example, our current minimum performance goal is to have 70% of calls answered by a person within 45 seconds.* We set our standards for customer service by benchmarking against other card-based call centers. We then strive to exceed these standards with each call. Measured metrics include: • Average speed to answer • Time to abandon • Abandonment rate • Talk Time • After-Call Work • Handle Time WEX surveys its customers to gain insight into their Customer Service experience. Our customers consistently give us high marks for the service we provide. Additionally, we record all of our calls and evaluate trends using speech analytic technology. This provides us with rich, real time voice of the customer information that is valuable for enhancing our training programs and informing our product development activities. *This is subject to change based on seasonality and call volumes.
44	Describe any service contract options for the items included in your proposal.	N/A

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
45	What are your payment terms (e.g., net 10, net 30)?	WEX's standard payment terms are 15 days from the date appearing on your invoice. However, WEX is offering to continue 26 day payment terms for Sourcwell members and will comply with any act or law governing payment timing upon review of such act or law. Please see the attached Pricing for details.	*
46	Describe available payment options (frequency, method, platform, etc.)?	The WEX Fleet Card program offers the following payment options. Paper Check You can pay by check using the remit stub attached to the invoice. If you ever need to expedite payment, the overnight payment address is included on the back of the invoice. Online Payment You can choose to receive an email notification when your invoice is ready for online viewing and payment. Payments scheduled by 3:00 p.m. ET are credited to your account on the same day and you can pay from up to four different checking accounts. ACH WEX supports customer initiated electronic payment through Automated Clearing House (ACH). Direct Debit/EFT The Direct Debit system is free. You can elect to receive a Prior Notification fax from us on the morning of the scheduled debit, informing you in advance of the amount to be initiated for debit from your demand deposit bank account. One-time Authorization for Electronic Payment If you need to expedite payment on the same day, but have not chosen to make online payments, you can request a one-time debit from your bank account for the outstanding balance on your account. (Processing fee may apply.) Payment terms subject to credit approval.	*
47	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcwell participating entities' purchase orders.	After an account is signed up through a participation addendum and implemented on the WEX card program, we capture the transaction data for each sale on the fleet card. This information is summarized by account for the quarterly reporting. WEX does not use a dealer network therefore all of this information is captured by WEX and provided to Sourcwell quarterly in summary format.	*
48	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	WEX does not accept P-Cards for payment.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
49	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	WEX offers rebates to Sourcwell members for fuel purchases made with the WEX Fleet Card. Please see the attached pricing for the fleet card and ancillary products.	*
50	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	WEX Fleet Card rebates are a percentage off the retail price at the pump.	*
51	Describe any quantity or volume discounts or rebate programs that you offer.	Please see the attached pricing for the fleet card and ancillary products.	*
52	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	N/A.	*
53	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Please see the attached pricing for the fleet card and ancillary products.	*
54	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Please see the attached pricing for the fleet card and ancillary products.	*
55	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	N/A	*
56	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
57	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	b and c. Each contract we hold is individually priced, based on a number of variables: volume, length of contract, payment terms, current economic conditions, customization, cost to serve, etc. For this reason, the pricing proposed for this contract is the same or better than what we typically offer government procurement organizations and state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
58	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Internal audits are performed on a three year cycle, based on risk, e.g. the high risk areas are audited each year. Various compliance reviews are performed each year as required by regulations, e.g. generally bank compliance reviews are done annually. Internal audit also performs consulting engagements to assess the control environment of various major business initiatives, i.e. data center move, assessments of acquired companies, etc. WEX has an ISO 27001/27002 based Information Security Program that includes robust access controls, security monitoring controls, governance, risk and compliance, backup and recovery capabilities, regular penetration testing and vulnerability scanning, strong physical and environmental controls, policies and procedures, and security awareness training. Policies and standards are reviewed and updated annually. Procedures are owned by the individual teams and are required to meet the standards and also be approved by their management. WEX also obtains a SSAE16 SOC1, PCI-DSS certification over our Millennium platform, and is subjected to regular reviews and oversight by Internal Audit, External Audit, FDIC Examiners, and various third parties.
59	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We will issue a quarterly revenue share, in the accordance with the below Revenue Share Table, based on all Sourcewell members' Monthly Retail Transactions and the tier established in the table below (the "Rebate") \$0-\$50,000,000 quarterly spend: 10 basis points (0.10%) \$50,000,001-\$75,000,000 quarterly spend: 12 basis points (0.12%) \$75,000,001+ quarterly spend: 15 basis points (0.15%) Please see attached Pricing for more details.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
60	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	In addition to the WEX fleet card program, we are offering ClearView data analytics and reporting; Telematics, and Private Site Rebilling. WEX FLEET CARD The WEX Fleet Card program, described throughout this RFP response, offers best-in-class card functionality, reporting and customer service. With the WEX Fleet Card, fleets get the tools to manage the entire fleet. From Level III Data Capture, to spending limits and real time alerts, the WEX Fleet Card helps fleets of all sizes create operational efficiencies. WEX's proprietary network captures Level III data at virtually every accepting location, including essential information such as a driver ID, vehicle ID, job number or odometer reading. This is data you can't get from most bank cards. We help our customers open up savings opportunities through tighter control over their purchases. Working with the WEX team, cost-conscious fleet managers can: • Gain access to granular transaction detail • Run standard and custom reporting – and identify

opportunities for savings

- Set limits on dollar amounts and product types, ensuring that drivers spend money only on fuel and related vehicle services.

Our technology and services include:

- 99.8% Level 3 data on all transactions (including remote sites that may only transmit Level 1 or 2 using MasterCard)
- Nine levels of hierarchy, for more flexible reporting and billing options
- Advanced card to PIN functions; ability to tie one card to one PIN, etc.
- More flexible prompting options at point of sale
- Broad acceptance through our proprietary network, as well as expanded acceptance through virtual MasterCard technologies
- Comprehensive tax exemption program for Federal and State taxes
- Robust online reporting tools through WEXOnline, including ability to schedule and share custom reports
- Ability to customize data fields and add GL codes for accounts, drivers, vehicles or cards
- Control over user access to the online system, with advanced administrative functions

WEX is the chosen partner of many branded card programs, offering universal fleet cards solutions with specific branded discounts. Should it be advantageous to a State member, WEX may leverage these branded relationships in the event an entire State wishes to utilize this contract on a statewide level.

WEXPay™

WEXPay™ is a tool that enables out-of-network purchases at an additional 398,000 merchants in the Mastercard® network by utilizing a virtual card interface. Typically used for independent or geographically remote fuel and service sites, WEXPay™ provides the control of a fleet card with the convenience of a credit card. This tool reduces the number of out-of-network sites where drivers would have to use an alternative form of payment.

Using WEXPay™ in conjunction with a Custom Control fleet card lets you set the rules for your drivers. Custom Control cards allow you to set merchant, transaction, and even product type limits. We apply those limits to both WEX Fleet Card and WEXPay™ Mastercard transactions. Expanded coverage combined with integrated reporting and invoicing can further streamline your fleet purchasing and operations.

How It Works

As a Mastercard issuing bank, WEX uses Single-Use Account Number technology to authorize a one-time payment to a merchant. The account number provided to the merchant by phone is fast and secure — good only for that one purchase.

When the merchant calls for authorization, the WEX system applies your purchase controls and collects the same level of purchase detail, including Prompt ID and odometer. Details of the purchase are integrated into your WEX Fleet Card invoice and reports. One card, one invoice, one report with the same controls and service WEX customers expect.

* Purchases are subject to the Mastercard transaction processing rules and terms of use, including tax exemption rules.

WEX FLEET CLEARVIEW

WEX's Fleet ClearView analytics platform gives managers a dynamic view into their fleet operations. You'll have the ability to combine and analyze large amounts of data, and use the results to take corrective action. Whether it's identifying and

understanding short- or long-term trends, reviewing performance benchmarks or isolating outliers and anomalies, you will be able to bring your analysis and decision-making to new levels without the time-consuming, manual calculations.

- Gain a clearer picture of vehicle and driver performance to identify cost savings opportunities
- Streamline operations to help eliminate redundancies
- Quickly identify areas of your organization that need to focus on key performance indicators like card activation rate and price per gallon

Identify outliers and anomalies to reduce fraudulent activity and identify opportunities for driver education

- View volume and price information by merchant brand to divert drivers from high-price stations, and negotiate better rates for heavily-utilized merchants.
- Review purchasing patterns to better understand trends in expenses

TELEMATICS

With more than 80,000 active telematics accounts across the US, including Sourcewell members and several government agencies, WEX Telematics is one of a select few to provide precise, customizable GPS tracking solutions to the largest U.S. fleets. WEX Telematics is alone in its ability to seamlessly integrate fuel use data from WEX fleet cards into its analytics package.

Our award-winning U.S.-based customer service will provide expert fleet consultation and guidance whenever you need it. WEX Telematics provides specific hardware and software packages suited to the individual needs of Sourcewell's members so they can quantify, analyze and eliminate weaknesses in their fleets.

For example:

- How much idling and where?
- How many speeding incidents?
- How many miles driven per day or week?
- How much fuel consumed?
- Incidents of seatbelt non-use
- Aggressive driving events
- Customer stops per day
- Miles driven vs customer time
- Accident reporting

Sourcewell customers are sensitive to fuel prices, maintenance downtime, and service productivity. Safety is also a paramount concern. WEX Telematics helps solve all these challenges.

WEX Telematics users often experience a reduction in fuel use via decreased idling, speeding and incidents of harsh acceleration and braking; detecting fuel card misuse; preventing unnecessary miles by monitoring after-hours usage; implementing efficient routing; and more.

Our users can also save on maintenance through:

- Decreased idling (one hour of idling is equivalent to 80 to 120 minutes of vehicle wear).
- Decreased speeding (increasing speed from 50 to 60 mph increases maintenance costs 38% and at 70 mph increases costs 80%; rate of tire wear doubles above 70 mph).

- Regular engine alerts to schedule proactive maintenance.

WEX Telematics provides helps fleet managers improve safety – a mission-critical task for hospitals – by providing information on how drivers are behaving in the field and giving managers the data to craft driver scorecards that inform incentives and training.

Telematics Cameras

Vehicle cameras are becoming more important to have in your fleet. With WEX Telematics, managers are able to modify driver behavior and receive timely video evidence of critical incidents that is important to insurers. During a time when controlling expenses is more important than ever,

		combining your WEX Telematics unit with an in-cab camera and your WEX Fleet Card can help you improve driver safety, decrease insurance costs, and monitor and minimize unauthorized fueling. Video telematics combines vehicle data and driving data to provide more context around any incident footage while transmitting the video evidence in real-time over a cellular network. Video is captured and transmitted to the cloud based application when a fleet manager defined rule is broken. These rules can include speeding, harsh braking, harsh acceleration, rapid change in direction or an accident. In the case of a collision, video telematics can help provide the answers to who, what, where, when, and why. Telematics technology plays an important role in improving the safety of your drivers and others on the road. • Support your drivers by helping them improve their skills and make better decisions • Guard your assets by protecting against false claims and unexplained damage • Improve your fleet operations by boosting safety and reducing risky driving PRIVATE SITE REPORTING Private Site Reporting consolidates tracking of onsite and retail fuel transactions into one comprehensive report, allowing you to monitor private transactions for abuse through purchase controls at the point of sale using your WEX card. This program provides in-depth reporting of onsite fuel transactions at the vehicle level integrated with retail fuel purchases. The system is designed to exclude onsite fuel transactions from your invoice while providing consolidated comprehensive vehicle level paper and electronic reporting along with your retail transactions. Once installed, your card readers will be required to retain reportable information so you don't have to. Just like a retail transaction, the driver initiates the data capture by entering their Driver ID and odometer. Your card reader will provide the fuel type, gallons, PPG as programmed in the card reader, and total sale. Upon receipt, WEX integrates this key information into your fleet's usage reporting.	
61	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
62	Fleet card payments	☒ Yes ☐ No	WEX is Sourcewell's current fleet card provider.	*

63	Mobile application, digital, and/or virtual payment services	☒ Yes ☐ No	WEX's fleet card program includes mobile applications as described in our proposal. We are also offering WEXPay, a tool that enables out-of-network purchases at an additional 398,000 merchants in the Mastercard® network by utilizing a virtual card interface. Typically used for independent or geographically remote fuel and service sites, WEXPay™ provides the control of a fleet card with the convenience of a credit card. This tool reduces the number of out-of-network sites where drivers would have to use an alternative form of payment.	*
64	Fleet payment data analytics	☒ Yes ☐ No	WEX Fleet ClearView analytics platform gives managers a dynamic view into their fleet operations. You'll have the ability to combine and analyze large amounts of data, and use the results to take corrective action. Whether it's identifying and understanding short- or long-term trends, reviewing performance benchmarks or isolating outliers and anomalies, you will be able to bring your analysis and decision-making to new levels without the time-consuming, manual calculations.	*
65	Integrated telematics solutions	☒ Yes ☐ No	WEX is also Sourcewell's telematics provider. WEX fleet data integrates seamlessly and at no cost with WEX telematics.	*
66	Web-based account management and reporting tools	☒ Yes ☐ No	WEXOnline®, WEX's proprietary online management tool, helps fleet managers manage their fuel and service expenses to help maximize operational efficiency. They can perform day-to-day card and prompt management as well as complete analytical reporting, determine the health of the vehicles, review spending metrics, and accurately forecast for future budgeting. This tool is web-based so they can manage the fleet from any computer at any time.	*
67	Private-site fuel location payment or data services	☒ Yes ☐ No	Private Site Reporting consolidates tracking of onsite and retail fuel transactions into one comprehensive report, allowing you to monitor private transactions for abuse through purchase controls at the point of sale using your WEX card. This program provides in-depth reporting of onsite fuel transactions at the vehicle level integrated with retail fuel purchases. The system is designed to exclude onsite fuel transactions from your invoice while providing consolidated comprehensive vehicle level paper and electronic reporting along with your retail transactions.	*

68	Electric vehicle charging station fee payment	☒ Yes ☐ No	In partnership with ChargePoint, the world's largest electric vehicle charging network, WEX EV FleetCharge offers EV charging and integrated reporting for business, government, and transit fleets. WEX EV FleetCharge is available to any WEX Fleet Card customer, and allows WEX customers to use their WEX Fleet Card account to charge electric vehicles at more than 66,000 ChargePoint charging stations. ChargePoint will provide an RFID tag that is used to activate the charging station and will be connected to your WEX account. Set your WEX Fleet Card as the form of payment, then enter the RFID code and your EV transactions will be included in your WEX Fleet Card reporting, noted with an EV product code. ChargePoint transactions are billed nightly to your account.	*
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Table 15: Industry Specific Questions

Line Item	Question	Response *	
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We utilize a disciplined, data-driven approach for these programs and track key metrics such as response rate, close rate, average fleet size, credit approval rate, account and activation rate, card yield and overall ROI. We use Salesforce.com and Siebel CRM systems to track the effectiveness of each unique campaign, and review results of each marketing program in detail, both internally and in conjunction with our partners. Our approach includes a ready willingness to try new concepts and approaches using "champion-challenger" methodology so that we can learn and compare results of proven campaign approaches with those of newer test or concept campaigns.	*
70	Describe available features or controls that assist with mitigation of fraud, waste, or abuse in the solutions offered.	In our experience, efforts by WEX's Fraud Department, in tandem with a customer's use of a fleet management policy, controls, alerts, and careful review of all reports (including exception reports) helps substantially reduce exposure to abuse and fraud, and any associated losses. WEX has instituted business practices designed to help you detect and reduce fraud and/or misuse of the WEX card. WEX's Fraud Department performs three primary functions in an effort to identify and mitigate fraud on our fleet customers' accounts: Primary Functions • Review Transaction activity • Identify potentially abusive or fraudulent behavior • Notify customers when such behavior occurs Our Fraud Department makes every effort to detect unusual or excessive purchase activity using constantly evolving techniques and reporting. If such activity is detected, an analyst will contact the fleet manager to bring it to their attention, noting details such as: "Red Flag" Activity Indicators • Date and time of purchase • Merchant location • Product purchased • Driver identification number used to conduct the sale • Dollar amount Our Fraud Department has been instrumental in providing recommendations to help reduce the occurrence of fraud,	

proactively working to identify fraudulent transactions, and working closely with fleets, merchants, and appropriate authorities to minimize losses and prevent such situations from continuing or re-occurring.

WEX will terminate compromised cards within 48 hours if there are no fraudulent transactions on the card. If WEX discovers a suspicious transaction, the card is terminated immediately and WEX will attempt to contact the fleet for verification. If the transaction proves to be legitimate, WEX can reactivate the card.

There are currently approximately 60 people on WEX's Global Fraud Strategy and Analytics team. WEX works with state and local law enforcement in an effort to prosecute those who commit fraud with the WEX card. WEX attempts to pro-actively close down at-risk cards before fraud happens.

Monitoring System

In recent years, white plastic fraud has become the most significant form of fraud in the fleet card industry. White plastic is the result of a third party stealing card information and loading that information onto a new card for the purpose of conducting fraudulent transactions. In the cases that we see, the data is primarily acquired through devices placed into Automated Fuel Dispensers (AFDs). The devices allow the perpetrators to capture the card numbers, Driver IDs, and odometer readings as they are input at the pump. It is important to know that it's not just WEX cards that are affected by gas pump skimming; any other gas or bank card used at the same pump during the time a device is in place is also at risk of being compromised.

WEX uses the data available to us in an attempt to discern the Point of Compromise (POC) for each identified occurrence of white plastic. We use this data to review other cards used at the same location during the same time period for possible abuse. Based on this information and other variables, we determine which cards are most at risk for having white plastic created.

WEX has recently deployed Safer Payments, an advanced fraud mitigation system based on Machine Learning technology. Safer Payments is a true, 24/7 real-time system that can help detect and prevent fraud by intercepting fraudulent transactions "in-flight," generating case queues for subsequent investigation, and in specific cases, triggering email alerts.

Safer Payments is artificial-intelligence-based software that can identify risky transactions during the authorization process within milliseconds. Transactions above a certain "suspicious level" will be declined, while all other transactions will be allowed to pass.

Using advanced machine learning algorithms, Safer Payments continuously "learns" as it aggregates transactions streaming through the solution to detect trends at a portfolio, customer, channel, product, and transaction level. WEX controls the settings that allow the WEX transaction authorization system to "pass," "pass, but flag for review," or "deny" any transaction or group of transactions.

Most traditional "neural" or "anomaly detection" software solutions rely heavily on pre-coded patterns of transactions or geolocation monitoring. They lack the ability to learn as they go and to monitor all levels of a card portfolio. They also will typically only "flag" a transaction for review, but may not be able to actually stop a potentially fraudulent transaction from getting through the authorization process.

Safer Payments "learns" as it streams transactions through its logic. Safer Payments is able to monitor trends and activity at the portfolio, channel, customer, product, and transaction levels.

The logic within Safer Payments is highly configurable and, as fraud trends are identified, will apply past learning, patterns, and trends to new transactions that stream through its logic engine. Safer Payments has multiple levels of detection which can actually prevent a transaction from being

authorized or can flag a transaction for review by the fraud team depending upon scoring logic. Safer Payments model maintenance requires no vendor intervention, enabling WEX to update models internally on a daily basis.

White Plastic/Skimming

WEX works with authorities at both local and federal levels to help authorities identify the individuals associated with white plastic and/or skimming. This level of engagement sometimes involves undercover surveillance, which could be jeopardized by an individual pursuing an investigation on his or her own.

WEX may assume liability (financial loss) for white plastic cases. WEX may also require the impacted fleet to submit a dispute form or an Unauthorized Use Affidavit. This notarized document may be requested should the matter be prosecuted; it enables WEX to submit information in a court proceeding as evidence. Without the formal notarization, the claims we are assisting the authorities in pursuing on your behalf may be disallowed.

It is important to remember that diligence and responsiveness are also important for fraud mitigation:

- Timely review of transaction data and reports is critical to fast identification of suspicious activity.
- Expeditious reporting (including submission of the Unauthorized Use Affidavit, if requested) of any suspicious transactions.

- Reporting to Customer Service anything unusual seen at stations, such as a pump that may have been tampered with/opened or a card reader that appears abnormal.

Security and control

We enable our customers to monitor and control their fleets' expenditures. Through WEXOnline®, fleet managers can set pre-determined limits on spending amount, purchase frequency, product and service type, and the hours during which purchases can be made.

Through WEXOnline®, fleet managers can perform real-time modifications to any pre-determined limits, and add or remove driver identification numbers in response to changes or to prevent theft. They also can elect to be notified by email when limits are exceeded in eight purchase categories, including limits on transactions within a time range, gallons per day and allowable fuel types. Our purchase controls allow fleet drivers to purchase essential items and services when needed, but deter them from making excessive or unauthorized purchases.

Exception Reports

Managing by exception is an excellent way to save time while ensuring your policies are being followed in the field. Exception reports work well with purchasing controls to help fleet managers identify potential fraud or abuse.

Prompt ID

The WEX card cannot be electronically activated without entering a valid Prompt Identification Number, rendering the card useless to someone who has found or stolen it. The authorization process acts as a security measure, and provides a layer of protection against fraudulent activity. A valid Prompt ID is required by all users at the point of sale, providing security to the fleet customer.

ClearView™

WEX Fleet ClearView™ is a suite of powerful, cloud-based analytics solutions that automatically organizes, interprets, and intuitively displays fleet-related information. Critical data is presented in an intentional layout of simple and informative visualizations, helping fleet managers monitor operations, understand trends, benchmark performance, investigate anomalies, and recognize cost-saving opportunities.

ClearView's Exceptions Module can help you recognize and mitigate fraud. Three exceptions that many large fleets use are:

Over Limit: This exception allows customers to customize the time period and dollar threshold, which triggers this

		exception when a vehicle or driver surpasses the set limits. Since fuel merchants are lagging behind all other industries in the adoption of EMV chip technology, white plastic has migrated to the gas station/convenience store industry. You can check this exception each day to quickly identify and terminate compromised cards by, for example, noting the high number of gallons and transaction count for a particular vehicle. Exceeding Tank Capacity: This exception identifies when more gallons were purchased than the vehicle's tank can hold. You can use this exception to identify fuel theft and card skimming. This allows you to notice the drastic changes in geography, fuel type, gallons, and dollars. Fuel Mismatch: Customers use this exception to identify when the type of fuel purchased doesn't align with the type of fuel required for the vehicle's engine. This exception can be used for card skimming, driver theft, card swaps, and policy compliance. For example, you might notice a gasoline-powered vehicle buying diesel, oftentimes for more gallons than the vehicle's tank can hold. ClearView is described in greater detail below. MERCHANT REQUIREMENTS WEX accepting merchants and partners agree to establish the following security procedures to safeguard card sale data and cardholder information. 1. Inspect pumps daily for signs of tampering, including unusual equipment near the card reader. 2. Secure dispensers with unique locks and apply security labels as required by local laws. 3. Install adequate lighting, especially above pumps that are not visible by inside employees. 4. Install security systems, including cameras for monitoring employee and customer behavior. 5. Implement fuel pump shut-off limits. If needed, WEX can advise you on recommended shut-off values. 6. Notify WEX immediately in the event of a suspected breach or compromise at your location(s).
71	Describe the acceptance network of the card, mobile application, digital, or virtual payment services offered for vehicle, aviation, and/or marine fleets, as applicable.	The WEX Fleet Card offers acceptance in all 50 states, at 95% of U.S. retail fueling locations, all of which are required to transmit Level III data. The card is accepted by all major oil companies and fuel retailers, as well as independent merchants, in urban, rural, and remote locations. The WEX Fleet Card is also accepted at more than 2,000 locations in Canada. For a list of accepting locations nationwide, visit http://www.wexinc.com/accepting-locations. Directories WEX is always increasing its acceptance coverage. For the most current information, the WEX corporate website (www.wexinc.com) includes an online site directory where fueling locations can be searched by brand, city, state, and zip code. Site searches can also be done via WEX's web-based account management and reporting tool, WEXOnline®. WEXPay™ WEXPay™ is a tool that enables out-of-network purchases at an additional 398,000 merchants in the Mastercard® network by utilizing a virtual card interface. Typically used for independent or geographically remote fuel and service sites, WEXPay™ provides the control of a fleet card with the convenience of a credit card. This tool reduces the number of out-of-network sites where drivers would have to use an alternative form of payment. Using WEXPay™ in conjunction with a Custom Control fleet card lets you set the rules for your drivers. Custom Control cards allow you to set merchant, transaction, and even product type limits. We apply those limits to both WEX Fleet Card and WEXPay™ Mastercard transactions. Expanded

coverage combined with integrated reporting and invoicing can further streamline your fleet purchasing and operations.

How It Works

As a Mastercard issuing bank, WEX uses Single-Use Account Number technology to authorize a one-time payment to a merchant. The account number provided to the merchant by phone is fast and secure — good only for that one purchase.

When the merchant calls for authorization, the WEX system applies your purchase controls and collects the same level of purchase detail, including Prompt ID and odometer. Details of the purchase are integrated into your WEX Fleet Card invoice and reports. One card, one invoice, one report with the same controls and service WEX customers expect.

* Purchases are subject to the Mastercard transaction processing rules and terms of use, including tax exemption rules.

Adding New Merchants

WEX is always increasing its acceptance coverage for fuel, service, and marina locations. Because we currently have acceptance at 95% of all retail fuel sites in the United States, our merchant acquisition strategy is driven by the needs of our fleet customers.

If a customer needs specific merchants added to the WEX accepting network, the customer should provide the following information to WEX:

- Merchant name
- Merchant address
- Merchant contact person
- Phone and fax numbers
- Expected utilization/volume from your fleet
- Name and phone number of fleet employee requesting

WEX card acceptance

WEX will work with all interested parties in an attempt to gain acceptance at the location. This includes either direct agreements or acceptance through our partnerships with network sales organizations and acquirers.

Alternative Fuels

Certain WEX accepting merchants supply ethanol, natural gas (CNG, LNG), propane (LPG), hydrogen, biodiesel, methanol, and other alternative fuels. WEX has created an Alternative Fuel Directory using transaction information passed to us by accepting merchants, and from external sources such as the Department of Energy. This directory contains more than 6,000 WEX accepting sites that carry at least one alternative fuel type. This directory is available through a download from WEXOnline®, or can be provided in hard copy for use in vehicles. WEX uniquely reports ethanol, methanol, CNG, LNG, and biodiesel.

EV FleetCharge

In partnership with ChargePoint, the world's largest electric vehicle charging network, WEX EV FleetCharge offers EV charging and integrated reporting for business, government, and transit fleets. WEX EV FleetCharge is available to any WEX Fleet Card customer, and allows WEX customers to use their WEX Fleet Card account to charge electric vehicles at more 66,000 ChargePoint charging stations. ChargePoint will provide an RFID tag that is used to activate the charging station and will be connected to your WEX account. Set your WEX Fleet Card as the form of payment, then enter the RFID code and your EV transactions will be included in your WEX Fleet Card reporting, noted with an EV product code. ChargePoint transactions are billed nightly to your account.

Aviation and Jet Fuel -- AVCARD

WEX customers can manage aircraft fueling, maintenance, and activity with the AVCARD program. AVCARD — a complete purchasing solution for fuel and related aviation services — is a credit card and contract fuel program used by corporate and private flight departments at both domestic

*

and international airport locations. In addition to your WEX Fleet Card account, we can set you up with an AVCARD account, which is integrated with your WEX account. AVCARD cards function as both a credit card and a contract fuel card. You'll only need one card program for purchasing fuel and services from all AVCARD acceptors and/or contract fuel suppliers. AVCARD is the most widely accepted aviation credit card, providing fuel access at 7,500 locations in more than 190 countries. With an AVCARD account, you automatically participate in their Contract Fuel Program, which allows you to receive savings on jet fuel virtually everywhere in the world.

- View and download contact information and a detailed listing of specific services provided (catering, rental cars, hangar, etc.)
- Prearrange your fuel and services
- Log in to obtain contract fuel pricing
- Request a firm Price Quote by email
- Report a lost or stolen card online or use the toll-free number during business hours

WEX customers can sign up and use the convenient features of the AVCARD program at no additional charge. Marinas

Fleets can purchase gasoline and diesel fuel at marine fueling locations through a combination of direct acceptance of the WEX Fleet Card at marinas with branded oil locations through electronic point of sale systems, and at any of the more than 9,500 marina locations that accept a MasterCard worldwide. The WEX Fleet Card and WEXPay™ would be used at these accepting locations just like any other fueling location to purchase fuel and related services. Additional terms and conditions apply.

MAINTENANCE PROGRAM

WEX offers several maintenance purchasing solutions to support fleet needs.

WEX Service Network (WESN)

WEX offers acceptance for service and maintenance needs through the WEX Service Network. WEX Custom Control cards can be used to purchase tires, transmissions, brakes, mufflers, oil changes, glass replacement, car washes, and other routine vehicle maintenance products and services at national brand and local service stations, including Goodyear, Sears, Jiffy Lube, Valvoline, and Bridgestone/Firestone. The WEX card is currently accepted at approximately 33,000 service sites.

Maintenance Management Solutions - Purchase Log

WEX offers Purchase Log to facilitate payments to merchants that accept MasterCard®. Purchase Log is a web-based interface that allows fleet-designated staff to securely log in to WEX's MasterCard® settlement website and enter pertinent Level III data associated with a transaction (or invoice). This can include up to six entry fields for the fleet-specific data such as billing codes. Once the transaction information and payment amount is entered, a virtual card/single use ghost account with expiration dates and CVC2 values is presented. The fleet provides this to the merchant for payment.

Using the MasterCard® payment network, you see all requests and approve all transactions before they take place. You can give your managers different levels of approval, while maintaining control over larger purchases.

Purchase Log uses Single Use Virtual Accounts to make secure payments to vendors. It is a safe and secure method of paying your vendors that lowers the possibility of misuse or fraud, and significantly reduces your paperwork.

Purchase Log transactions appear on their own invoice and report since the program is separate from your WEX Fleet Card account. Reports can often be formatted to be imported into most customer accounting programs.

The standard Purchase Log billing cycle is monthly, subject

		to final credit approval. The standard payment term for Purchase Log is 15 days from the date of invoice and is subject to final credit approval. This payment term may be different from that of your fleet account. There are several payment methods available, including standard check, online, by phone, or via wire or ACH. There is no early payment discount and there are no extra fees. There may be associated fees to your account for other types of MasterCard® purchases and services, such as international currency conversion. Since Purchase Log uses MasterCard® account technology, it is separate from your WEX Fleet Card account. Additional terms and conditions and sometimes an additional credit line apply. WEX Bank may be able to utilize your existing fleet card credit line (if there is sufficient unused credit) for the Purchase Log program. Purchases are subject to the MasterCard transaction processing rules and terms of use, including tax exemption rules. WEX Fleet DriverDash is an application used by fleet drivers to activate their fleet cards, enter required prompts, and purchase fuel at the pump. The solution enables fleet drivers to authorize a fuel transaction via mobile device and biometrics from within their vehicle. DriverDash can help solve issues like skimming and inaccurate odometer readings with secure, in-vehicle transactions. DriverDash captures receipts electronically. The DriverDash program is currently available at more than 25,000 fueling stations across the continental U.S. and WEX is actively expanding the network among its accepting merchants.	
72	If offering payment services for electric vehicle charging station fees, describe available data collection and sharing options.	In partnership with ChargePoint, the world's largest electric vehicle charging network, WEX EV FleetCharge offers EV charging and integrated reporting for business, government, and transit fleets. WEX EV FleetCharge is available to any WEX Fleet Card customer, and allows WEX customers to use their WEX Fleet Card account to charge electric vehicles at more 66,000 ChargePoint charging stations. ChargePoint will provide an RFID tag that is used to activate the charging station and will be connected to your WEX account. Set your WEX Fleet Card as the form of payment, then enter the RFID code and your EV transactions will be included in your WEX Fleet Card reporting, noted with an EV product code. ChargePoint transactions are billed nightly to your account.	*
73	Explain the value-added tools offered for fleet data analytics, integrated telematics, data file transfer and validation, private-site fueling solutions, fleet technology interfaces, etc.	In addition to the WEX fleet card program, we are offering ClearView data analytics and reporting; Telematics; and Private Site Rebilling. WEX FLEET CARD The WEX Fleet Card program, described in detail throughout this RFP response, offers best-in-class card functionality, reporting and customer service. Our technology and services include: • 99.8% Level 3 data on all transactions (including remote sites that may only transmit Level 1 or 2 using MasterCard) • Nine levels of hierarchy, for more flexible reporting and billing options • Advanced card to PIN functions; ability to tie one card to one PIN, etc. • More flexible prompting options at point of sale • Broad acceptance through our proprietary network, as well as expanded acceptance through virtual MasterCard technologies • Comprehensive tax exemption program for Federal and State taxes • Robust online reporting tools through WEXOnline, including ability to schedule and share custom reports • Ability to customize data fields and add GL codes for	

accounts, drivers, vehicles or cards

- Control over user access to the online system, with advanced administrative functions

WEX FLEET CLEARVIEW

WEX's recently released WEX Fleet ClearView analytics platform gives managers a dynamic view into their fleet operations. You'll have the ability to combine and analyze large amounts of data, and use the results to take corrective action. Whether it's identifying and understanding short- or long-term trends, reviewing performance benchmarks or isolating outliers and anomalies, you will be able to bring your analysis and decision-making to new levels without the time-consuming, manual calculations.

- Gain a clearer picture of vehicle and driver performance to identify cost savings opportunities
 - Streamline operations to help eliminate redundancies
 - Quickly identify areas of your organization that need to focus on key performance indicators like card activation rate and price per gallon
- Identify outliers and anomalies to reduce fraudulent activity and identify opportunities for driver education

- View volume and price information by merchant brand to divert drivers from high-price stations, and negotiate better rates for heavily-utilized merchants.

- Review purchasing patterns to better understand trends in expenses

TELEMATICS

WEX Telematics is a suite of Telematics solutions carefully assembled to meet the needs of the WEX fleet customer base. Our best in class technologies leverage GPS for tracking and are driven by innovative hardware, software and reporting capabilities. We partner with you to accomplish your specific business goals, such as:

- Maximize the utilization and productivity of your workforce and vehicles
- Reduce overall operating costs and improve revenue
- Reduce fuel costs
- Reduce risk and Improve safety and compliance
- Improve customer experience and relations
- Help you become a greener company

We take a consultative approach to fully understand your specific business case and carefully select the solution that best meets your needs. We help you leverage industry best features and reporting options.

What makes us different?

- More than 30 years of fleet experience
- Consultation and guidance from people you know and trust
- A suite of solutions to meet your specific business case
- Proven implementation process to simplify enablement
- Best in class products backed by US-based world class customer service
- Innovative fuel/GPS integrated products to help curb card abuse

Features

- Dashboards
- Mapping
- Real-Time Alerts (e-mail or text)

- Speed violations
- Idling
- Landmark entry/exit
- Odd-hours usage
- Diagnostic trouble codes (optional)
- Odometer-driven maintenance

	Reports • Begin/end of day • Stop and drive time • Engine operating performance data and statistics • Fuel usage, MPG • Fuel guard • Safety violations • Custom reporting options PRIVATE SITE REPORTING Private Site Reporting consolidates tracking of onsite and retail fuel transactions into one comprehensive report, allowing you to monitor private transactions for abuse through purchase controls at the point of sale using your WEX card. This program provides in-depth reporting of onsite fuel transactions at the vehicle level integrated with retail fuel purchases. The system is designed to exclude onsite fuel transactions from your invoice while providing consolidated comprehensive vehicle level paper and electronic reporting along with your retail transactions. Once installed, your card readers will be required to retain reportable information so you don't have to. Just like a retail transaction, the driver initiates the data capture by entering their Driver ID and odometer. Your card reader will provide the fuel type, gallons, PPG as programmed in the card reader, and total sale. Upon receipt, WEX integrates this key information into your fleet's usage reporting.
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Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - 2019 Annual Report to Stockholders.pdf - Thursday July 30, 2020 10:17:17
 - [Marketing Plan/Samples](#) - Marketing Plan-Samples.zip - Thursday August 06, 2020 06:43:26
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - [Pricing](#) - Pricing.zip - Thursday August 06, 2020 14:10:01
 - [Additional Document](#) - Additional Documents.zip - Thursday August 06, 2020 14:04:47

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign

Assets Control of the United States Department of the Treasury found at:
<https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;

- b. Included on the government-wide exclusions lists in the United States System for Award Management found at:
<https://www.sam.gov/portal/3>; or
- c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Tim Laukka, President and CEO, WEX Bank

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Fleet_Payment_Solutions_RFP080620 Wed July 29 2020 05:48 PM	☒	2
Addendum_1_Fleet_Payment_Solutions_RFP080620 Sun July 5 2020 09:09 AM	☒	1

Wex Universal – Terms and Conditions for Government Fleets

EX Bank, a federally-insured Utah industrial bank (“Issuer”), would like to provide and propose the following terms (the “Agreement”) to be included in any resulting contract between Issuer and your contracting agency or entity (“Customer”). The Agreement is specifically related to our product offering and banking regulations for issuing credit.

The definitions on Schedule A apply for purposes of this Agreement.

1. Use of Account.

The Account may be used to make purchases at merchants participating in the WEX network. Customer agrees that the Account and a Card may only be used for business purposes, and not for any agricultural or personal, family, or household purposes. Customer shall adopt and follow internal policies and controls to ensure that the Accounts and Cards are used strictly for business purposes. Purchases of lottery tickets or other games of chance, gift cards, pre-paid cards or other cash equivalent charges are prohibited.

2. Account Users.

2.1 Customer shall designate Account Users as well as those contacts authorized to: **(a)** provide Issuer with the information necessary to establish and maintain Account(s), Cards, and DINs; **(b)** provide vehicle, driver and other information; **(c)** receive all Account numbers, Cards or reports; **(d)** receive other Account information; and **(e)** select additional products and/or services that may be offered. Customer will provide notice of any change or removal of any contact or Account User either in writing, by telephoning Issuer’s customer service department or through Issuer’s online system. Issuer is authorized to take instruction from any Account User or contact with apparent authority to act on Customer’s behalf. Unless Customer reports any errors in Account information or Cards, Issuer is entitled to rely on that information for servicing the Account. Customer shall ensure that each Account User complies with the terms and conditions of this Agreement. Customer is liable for any employee misuse of Cards.

2.2 Customer is responsible for notifying Issuer of any revocation of authority of an Account User to use a Card or the Account. An Account User shall be deemed to have authority to use a Card and the Account until Issuer receives notice of revocation of authority from Customer in the manner required by Issuer and Issuer has a reasonable time to act on the notice, notwithstanding whether any such use is consistent with any limitations on use imposed on an Account User by Issuer.

2.3 Customer assumes all risk if Customer chooses to leave a Card at an accepting location for use by its drivers or Account Users and, as such, agrees to pay for all charges made with that Card or on that Account. Customer agrees to keep DINs confidential and ensure that its employees or Account Users do not disclose any DIN. Customer is liable for any Unauthorized Use that results if an Account User or other employee discloses a DIN or writes a DIN on a Card, even if the disclosure is inadvertent or unintentional. Customer shall not provide actual, implied or apparent authority to any Person to use a Card or the Account except for an Account User.

3. Credit Limit and Authorizations.

3.1 Issuer will notify Customer of the Credit Limit assigned to the Account. Customer shall ensure that the balance of the Account does not exceed the assigned Credit Limit. Issuer may change the Credit Limit in its sole discretion without prior notice, except as may be required by applicable law. Issuer may, but is not required to, permit Customer to exceed its Credit Limit. Customer must comply with the Credit Limit even if Issuer has previously permitted Customer to exceed the Credit Limit. Customer shall, immediately upon request, pay the amount over the Credit Limit.

3.2 Issuer has sole discretion to determine whether to establish an Account and extend credit to Customer. Issuer may suspend an Account or refuse to authorize any Transaction in its sole discretion for any reason, including in the event that: **(a)** any balance is past due; or **(b)** the amount of the Transaction plus the outstanding balance (including Transactions authorized but not yet posted) exceeds the Credit Limit.

4. Controls.

4.1 Customer may request that Controls be applied to the Account. The availability and effectiveness of Controls is dependent upon each merchant’s adoption of Card specifications and the information, including product codes that the merchant transmits to Issuer. The product codes are assigned by each merchant and not by Issuer. In addition, some Controls are not enforceable at island card readers due to equipment restrictions at the merchant location. There are inherent limitations on the ability of Controls to limit the use of Cards in the manner intended.

4.2 Issuer may, in its sole discretion and without prior notice, modify Controls for the purpose of, among others, the prevention of suspected fraudulent activity. Issuer may apply default Controls on its portfolio of accounts. Issuer will use reasonable efforts to notify Customer after any modification to a Control setting is made. Customer shall review and manage the account set-up for all Cards based on Customer’s specific purchasing needs. Customer agrees it is responsible for reviewing fraud control data provided by Issuer for the purpose of detecting fraud that may occur within Control parameters.

4.3 Default Control values are modified through the online product. More detailed information and certain limitations regarding Controls is provided online. Only Transactions submitted for authorization are subject to Controls and those Controls can only be enforced when the merchant provides sufficient information as part of the authorization.

4.4 Controls are provided for the convenience of Customer in its efforts to manage usage of Cards and the Account. Issuer encourages Customer to set Controls in a manner that Customer determines is most likely to conform usage of Cards and the Account to the purposes determined by Customer. However, Issuer is not responsible for the prudence of any particular Control level selected by Customer. Customer shall be liable for all Transactions, regardless of Control settings selected by Customer or the effectiveness of the Controls, except as expressly provided in this Agreement or under applicable law.

5. Billing and Payments.

5.1 [Customer shall make payment in accordance with, and within the time specified in, any specific prompt payment laws to which Customer is subject.] Issuer will provide Customer with a billing statement for each Billing Cycle in which the Account has activity. Customer agrees to pay Issuer in full on or before the relevant cutoff time on or before the Due Date.

5.2 Customer will pay Issuer for all credit extended under the Account, as well as any fees and charges, as provided in this Agreement. Customer is liable for all Transactions on the Account to the fullest extent permitted by applicable law, except as expressly provided in this Agreement. Customer may pay the entire balance of the Account or a portion of it, at any time prior to its Due Date without penalty.

5.3 All payments must be made in United States dollars, using checks or similar payment instruments drawn on financial institutions in the United States or by payment through the Automated Clearing House network in accordance with Issuer’s requirements.

5.4 Payments made via paper check are posted to the Account after processing and must arrive at Issuer at least two Business Days before the Due Date

on the billing statement. It can take up to two Business Days to process a check from the time the envelope containing a check arrives at Issuer's facility to posting of the check amount to the Account.

5.5 For payments not made by paper check, payments on a Business Day before the cut-off time in this Section 5.5 (the "Cut-off Time") will be posted on that Business Day. Payments after the Cut-off Time on a Business Day, or on a day other than a Business Day, will be posted on the following Business Day. The Cut-off Times for payments not made by check are as follows: a payment transaction made via Issuer's online payment portal must be completed by 3:00 p.m. ET; a payment transaction made via IVR must be completed by 3:00 p.m. ET; and a payment transaction made via ACH must arrive to Issuer by 3:00 p.m. ET.

5.6 Regardless of payment method, Customer must ensure that Customer's account number is provided with the payment. Failure to do so will cause processing delays in posting the payment to the Account. Payments that are received at locations other than the address specified on the billing statement, or that do not otherwise comply with instructions on the billing statement or the Agreement, may be delayed in posting.

5.7 Payments will be applied first to fees and then to other amounts owing on the Account. Issuer, in its sole discretion, may determine when to restore available credit in the Credit Limit after crediting a payment to an Account.

6. Reports.

Issuer provides Transaction data for the Account to the Customer as transmitted by merchants. Customer is responsible for reconciling that data. Issuer will report the data received from merchants and as such is not liable for the accuracy or completeness of the data received, posted, or contained in any specialty reports, management reports, data services, or other information services provided. In addition, Customer understands that in the event an error is identified in a report, such as an incorrect product code, Customer is still liable for the Transaction, but may follow the dispute process as described in this Agreement.

7. Late Fees.

7.1 Late fees to be applied and paid in accordance with any specific prompt payment laws to which Customer is subject.

8. Other Fees.

In addition to Late Fees, Customer agrees to pay the additional fees in the amounts and as described on the Fee Schedule.

9. Disputed Amounts.

9.1 Customer shall use its best efforts to resolve any disputes regarding Transactions directly with the relevant merchant, including any dispute related to the quality of goods or services that are purchased in a Transaction or any warranty received in connection with a Transaction.

9.2 All billed charges must be paid in full regardless of reported disputes. Charges must be disputed in writing within sixty (60) days from the billing date or they will be final and binding. Customer may dispute an amount reflected on a billing statement if: **(a)** the amount does not reflect the face value of the Transaction; **(b)** the amount being disputed is a fee that is not properly accrued under this Agreement; or **(c)** Customer does not believe it is liable for that amount.

9.3 Transactions made at an island card reader where Customer or Account User did not obtain a receipt at the time of sale are eligible for dispute. However, the receipt may provide the only opposing record to the Transaction information submitted by the merchant. In addition, island card reader Transactions require both a valid Card and DIN to be authorized and often disputes regarding such transaction are the result of an Account User failing to comply with limits on Card usage imposed by Customer, which does not constitute Unauthorized Use or relieve Customer from liability for the Transaction.

9.4 Certain Transactions in dispute may qualify for charge back to the merchant. Issuer will use reasonable efforts to charge the Transaction back to the merchant in accordance with Issuer's procedures under its merchant acceptance agreement with the merchant. Any charge back paid by the merchant to Issuer will be credited to the relevant Account. Customer may be liable for the Transaction if the disputed item cannot be charged back to the merchant.

10. Unauthorized Use.

10.1 If Customer or an Account User knows of or suspects the loss or theft of a Card or Account or possible Unauthorized Use, or if Customer would like to terminate authority of an Account User to use a Card or Account, Customer will notify Issuer by immediately calling **1-866-544-5796**. Customer shall adopt and maintain reasonable security precautions and controls to prevent Unauthorized Use.

10.2 Except as provided in Section 10.3, Customer will be liable to Issuer for all Unauthorized Use of a Card or Account: **(a)** that occurs before Customer provides Issuer with notice that a Card is lost or stolen or other possible Unauthorized Use of an Account provided in Section 10.1 of this Agreement; or **(b)** Issuer determines that such Unauthorized Use would have been prevented by Customer adopting and following reasonable security precautions and controls surrounding the Cards or Accounts as described in Sections 1, 4 and 10.1 of this Agreement. A failure by an Account User to comply with Customer's internal policy regarding use of an Account or Card does not, by itself, result in Unauthorized Use of an Account or Card.

10.3 If Issuer has provided Customer with fewer than ten (10) Cards to access the Account, Customer's liability for Unauthorized Use of a Card will be limited to the lesser of fifty dollars (\$50) or the amount of money, property, labor or services obtained by the Unauthorized Use of the Card before notification is provided to Issuer of a lost or stolen Card or potential Unauthorized Use of a Card. The limitation on liability for Unauthorized Use of a Card as described in this Section 10.3 shall apply irrespective of any other provision of this Agreement and this Section 10.3 shall control in the event of any inconsistency between this Section 10.3 and any other provision of this Agreement.

10.4 Customer will use reasonable efforts to recover a Card from any Person whose authority to use Customer's Account has terminated or from any unauthorized individual with possession of or access to a Card. Customer will give Issuer and any law enforcement authority reasonable assistance with any investigation and prosecution with respect to Unauthorized Use, including without limitation, obtaining an affidavit or similar written, signed statement from the applicable Account User.

11. Representations by Customer.

Customer represents and warrants to Issuer that: **(a)** this Agreement constitutes the legal, valid, binding, and enforceable agreement of Customer; and **(b)** that Customer's execution and performance of this Agreement **(i)** does not constitute a breach of any agreement between Customer and a Person other than Issuer, or of any duty arising in law or equity, **(ii)** does not violate any law, rule or regulation applicable to Customer, and **(iii)** if Customer is an organization, is within the organizational powers of Customer and has been authorized by all necessary organizational action of Customer.

A. Other Obligations of Customer.

A.1 Customer shall provide information requested by Issuer for purposes of Issuer's compliance with federal law related to customer identification and verification, including, but not limited to, name, address, date of birth, and other application information to identify the Customer and/or Account Users.

A.2 Issuer may investigate the financial condition of Customer and its subsidiaries and affiliates at any time. If requested, Customer agrees to furnish Issuer copies of its official and finalized financial statements or other applicable financial information no later than one hundred twenty (120) days following the end of each of its fiscal years. The financial statements shall have been prepared, consistently year-over-year and shall be in accordance with the books and records of Customer. Any financial information submitted shall be kept confidential by Issuer in accordance with Section 20.

A.3 Customer agrees to provide written notice **(a)** in advance of any change to its legal name or in the ownership of Customer, **(b)** in advance of any change in the organizational structure of Customer, including any merger or reorganization, or sale of substantially all of Customer's assets, **(c)** immediately if Customer becomes insolvent or the subject of bankruptcy or insolvency proceedings, or **(d)** immediately after any appointment of a receiver or trustee for the benefit of creditors of Customer.

B. Amendment.

Customer agrees that Issuer may change the rates, charges, and other terms of this Agreement, including the Fee Schedule, as well as introduce new terms and fees to the fullest extent permitted under applicable law. Issuer will provide Customer with any notice of such change as required by applicable law. Any change in the terms and conditions of the Account may be applied to the outstanding balance on the Account to the extent permitted by applicable law.

14. Term and Termination.

14.1 This Agreement is effective when a Card is issued to Customer or Issuer opens an Account for Customer and shall remain in effect until terminated by a Party. Customer and Issuer each shall have the right to terminate this Agreement for any reason. Issuer's right to terminate this Agreement pursuant to this Section 14.1 are in addition to Issuer's termination rights under Section 15 if Customer is in Default and under Section 14.5 in connection with the termination or modification of products or services.

14.2 Customer shall exercise its termination right under Section 14.1 by providing written notice to Issuer. Issuer shall have a reasonable amount of time to terminate the Account after receiving a notice of termination from Customer. Issuer shall provide Customer with any notice required by applicable law in connection with the exercise of its termination right under Section 14.1.

14.3 Customer shall not use a Card or the Account to make a purchase after termination of this Agreement. Customer shall return to Issuer, or provide verification of the destruction of, all Account numbers or Cards. Customer may retain a copy of any records or Account information for archival or data retention purposes.

14.4 The terms and conditions of this Agreement shall continue to apply until all amounts owing with respect to the Account are paid in full and Customer has performed all of its obligations under this Agreement. As a result, after termination, Customer remains obligated to pay for all amounts owing on an Account and charged under this Agreement after termination. Section 19 (Arbitration), Section 20 (Confidentiality) and Section 21 (Program Information) shall survive indefinitely.

14.5 Issuer may, for any reason, elect to terminate or modify any product or service described in this Agreement, or provided in connection with the Account in which Customer or an Account User has enrolled, upon such notice (if any) as may be required by applicable law.

15. Default by Customer.

15.1 Customer will be in "Default" under this Agreement if: **(a)** Customer fails to perform any obligation under this Agreement; **(b)** a representation or warranty by Customer in connection with this Agreement was incorrect or misleading when made; **(c)** any petition in bankruptcy, insolvency, receivership, or reorganization or proceeding pursuant to any other debtor relief law is filed by or against Customer; **(d)** any order is entered appointing a receiver, custodian, trustee, liquidator, or any other person with similar authority over the assets of Customer; **(e)** there is an insolvency, dissolution, reorganization, or assignment for the benefit of creditors with respect to Customer, or any other material adverse change in the financial condition of Customer; **(f)** any adverse judgment, order or award is entered against Customer that has a material adverse impact on the financial condition of Customer or a detrimental effect on the ability of Customer to perform its obligations under this Agreement; **(g)** Customer is in default under any other agreement between Customer and Issuer or its affiliates; or **(h)** any event described in Section 15.1(a) through (g) occurs with respect to any Guarantor or any Guarantor repudiates or otherwise defaults in its obligations under a guaranty.

15.2 If Customer is in Default: **(a)** Customer will not have any further right to borrow under this Agreement; **(b)** Issuer may declare all outstanding amounts under the Account to be immediately due and payable; **(c)** Issuer may terminate this Agreement; and **(d)** Issuer will have the right to bring suit and exercise all rights and remedies available under applicable law. In addition, if Customer is in Default, Issuer may, in its sole discretion, suspend all services and obligations, shorten the billing cycle, and change the payment terms. A suspension of services or obligations will not be deemed a waiver of any right to terminate this Agreement, whether as a result of the Default to which such suspension of services or obligations relates or otherwise. Customer agrees to pay any and all costs (including reasonable attorneys' fees) incurred by Issuer in enforcing Customer's obligations under this Agreement.

16. Foreign Transactions.

16.1 Cards are issued for use by Customer's operations based in the United States, but may be used in Canada. Customer may not distribute a Card to a Person based in a country other than the United States. If a Card is used in any country other than the United States, Customer will: **(a)** be billed in U.S. Dollars; **(b)** receive reporting in English; and **(c)** pay the currency conversion fee as reflected in the Fee Schedule (unless such fee is waived).

16.2 Issuer will convert any Transaction made in a foreign currency into a U.S. Dollar amount before the Transaction is posted to the Account. The exchange rate between the Transaction currency (the foreign currency) and the billing currency (U.S. Dollars) used for processing an international Transaction is a rate selected by Issuer using rates available in wholesale currency markets for the date that the Transaction is posted by Issuer, which rate may vary from the rate Issuer itself receives, or the government mandated rate in effect at that time. The conversion rate used on the posting date may differ from the rate applicable on the date of the Transaction.

17. Limitations on Liability.

Issuer shall not be liable for any loss sustained by Customer or any other Person resulting from any act or omission by Issuer or any other Person, whether with respect to the exercise or enforcement of its rights or remedies under this Agreement or otherwise, unless the loss is caused by Issuer's gross negligence or willful misconduct. Issuer's liability shall be limited to actual damages incurred by Customer as a direct result of Issuer's gross negligence or willful misconduct. Issuer's liability for actual damages shall not exceed the sum of: **(a)** all fees paid by Customer to Issuer under this Agreement in the twelve (12) month period prior to the date when any claim is made against Issuer; plus **(b)** all other revenue earned by Issuer for all of Customer's Transactions made in the twelve (12) months prior to the date of any claim made against Issuer. In no event will Issuer be liable for incidental, special, consequential or punitive damages and Customer expressly and unconditionally waives any right to such damages. Except as otherwise required under applicable law, Issuer

makes no warranty with respect to goods, products, merchantability, or services purchased with a Card or the Account, or through Issuer. Issuer is not responsible for any failure of a merchant to accept the Account or a Card.

17.1 Issuer is not liable to Customer for any loss, liability or damages that Customer suffers as a result of, related to, or in any way are connected with any fraud control or purchase restriction measures Issuer elects to implement from time to time, unless such loss, liability or damage is a direct result of Issuer's gross negligence or willful misconduct.

18. Waivers.

18.1 THE PARTIES AGREE VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY TO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING INSTITUTED IN ANY COURT, ARISING OUT OF THIS AGREEMENT.

18.2 Customer waives personal service of process in connection with any action or proceeding commenced by Issuer in connection with this Agreement, and agrees that service may be made by certified mail to the last known address in Issuer's records.

19. ARBITRATION.

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY.

19.1 This section provides that disputes may be resolved by binding arbitration. Arbitration replaces the right to go to court, have a jury trial or initiate or participate in a class action. In arbitration, disputes are resolved by an arbitrator, not a judge or jury. Arbitration procedures are simpler and more limited than in court. This arbitration provision is governed by the Federal Arbitration Act ("FAA"), and shall be interpreted in the broadest way the law will allow.

19.2 Covered Claims. (a) Customer or Issuer may arbitrate any claim, dispute or controversy between Customer and Issuer arising out of or related to this Account, any previous related Account, the relationship between Customer and Issuer, or any other product or service provided by or through Issuer (called "Claims"). In this Arbitration provision, the term "Issuer" includes any of Issuer's affiliates that provide or are involved in providing any products or services to Customer and the term "Customer" includes any Guarantor. Claims include disputes relating to incentives or benefits relating to the Account. A Person who asserts a Claim, or against whom a Claim may be asserted, that is subject to this Arbitration provision may be referred to as a "Covered Person." (b) If arbitration is chosen by a Covered Person, then no Covered Person will have the right to litigate that Claim in court or have a jury trial on that Claim. (c) Except as stated below, all Claims are subject to arbitration, no matter the legal theory on which they are based on or the remedy (damages, or injunctive or declaratory relief) they seek, including Claims based on contract, tort (including intentional tort), fraud, agency, any Person's negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; Claims made regarding past, present or future conduct; and Claims made independently or with other Claims. This also includes Claims made by or against any Person connected with Customer or Issuer, or by a Person making a Claim through Customer or Issuer, such as an Account User, employee, agent, representative or an affiliated/parent/subsidiary company.

19.3 Arbitration Limits. (a) Individual Claims filed in a small claims court are not subject to arbitration, as long as the matter stays in small claims court. (b) Claims brought as part of a class action, private attorney general or other representative action can be arbitrated only on an individual basis. The arbitrator has no authority to arbitrate any claim on a class or representative basis and may award relief only on an individual basis. If arbitration is chosen by any Covered Person, the Covered Person asserting the Claim may not pursue the Claim as part of a class action or other representative action. Claims of two (2) or more Persons may not be combined in the same arbitration. However, applicants, Account Users on a single Account and/or related Accounts or corporate affiliates are considered as one Person for these purposes.

19.4 How Arbitration Works. (a) Arbitration shall be conducted by the American Arbitration Association ("AAA") according to this arbitration provision and the applicable AAA arbitration rules in effect when the claim is filed ("AAA Rules"), except where those rules conflict with this arbitration provision. The AAA Rules may be obtained at the AAA's website (www.adr.org) or by calling 800-778-7879. A Covered Person may choose to have a hearing, appear at any hearing by phone or other electronic means, and/or be represented by counsel. Any in-person hearing will be held in the same city as the U.S. District Court closest to Customer's billing address. (b) If the AAA is not available to conduct the arbitration, then a Covered Person may petition a court of appropriate jurisdiction to designate an appropriate arbitrator. (c) Arbitration may be requested at any time, even where there is a pending lawsuit, unless a trial has begun or a final judgment entered. A Covered Person does not waive the right to arbitrate by filing or serving a complaint, answer, counterclaim, motion or discovery in a court lawsuit. To choose arbitration, a Covered Person may file a motion to compel arbitration in a pending matter and/or commence arbitration by submitting the required AAA forms and requisite filing fees to the AAA. (d) The arbitration shall be conducted by a single arbitrator in accord with this arbitration provision and the AAA Rules, which may limit discovery. The arbitrator shall not apply any federal or state rules of civil procedure for discovery, but the arbitrator shall honor claims of privilege recognized at law and shall take reasonable steps to protect Account information and other confidential information of a Covered Person if requested to do so. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statute of limitations, and may award damages or other relief under applicable law. (e) The arbitrator shall make any award in writing and, if requested by a Covered Person, shall provide a brief statement of the reasons for the award. An arbitration award shall decide the rights and obligations only of the Persons named in the arbitration, and shall not have any bearing on any other Person or dispute.

19.5 Paying for Arbitration. Arbitration fees will be allocated according to the applicable AAA Rules. All Persons are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to a Person based on applicable law.

19.6 The Final Award. (a) Any award by an arbitrator is final unless a Covered Person appeals it in writing to the AAA within thirty (30) days of notice of the award. The arbitration appeal shall be determined by a panel of three (3) arbitrators. The panel will consider all facts and legal issues anew based on the same evidence presented in the prior arbitration, and will make decisions based on a majority vote. Arbitration fees for the arbitration appeal shall be allocated according to the applicable AAA Rules. An award by a panel on appeal is final. A final award is subject to judicial review as provided by applicable law. (b) A final award may be entered in any court of appropriate jurisdiction.

19.7 If any part of this arbitration provision is deemed invalid or unenforceable, the other terms shall remain in force, except that there can be no arbitration of a class or representative Claim. This arbitration provision may not be amended, severed or waived, except as provided in this Agreement or in a written agreement between Customer and Issuer.

20. Confidentiality.

All information furnished by either Party or by any affiliate of Issuer in connection with this Agreement will be kept confidential (and will be used by the other Party only in connection with this Agreement), except to the extent that the information: (a) is already lawfully known when received; (b) becomes lawfully obtainable from other sources; (c) is required to be disclosed in any document filed with the Securities and Exchange Commission, the Federal Deposit Insurance Corporation, or any other agency of any government; (d) is disclosed by Issuer to its financial services regulators; (e) is used or disclosed as provided in this Agreement or with the consent of the Person whose information is being used or disclosed; or (f) is required by law to be disclosed, provided that notice of the disclosure has been given (when legally permissible) by the Party proposing to make such disclosure, which notice, when practicable, shall be given sufficiently in advance of the proposed disclosure to permit the other Party to take legal action to prevent the disclosure. Nothing

in this section or this Agreement prohibits Issuer from providing any information to its affiliates or third-party servicers related to the operation and maintenance of the business of Issuer and its affiliates, and Customer expressly agrees to these disclosures and use of information, provided that such affiliates and third-party servicers agree to maintain the information confidentially and not disclose it to any other parties without Issuer's authorization.

21. Program Information.

Transaction information related to the Account may be provided to merchants who accept the Card as payment for goods and services. Issuer and its affiliates may use and disclose information obtained by Issuer in operating its card programs, including Transaction information and/or identifiable information of the Customer (collectively, "Program Information") for the purpose of operating Issuer's and its affiliates' business, delivering, improving, and customizing their respective services, sending communications related to their respective business, and for other legitimate purposes permitted by applicable law. Without limiting the foregoing, Issuer may provide Program Information to its affiliates and third parties which provide goods or services to commercial enterprises and Customer understands that Issuer, its affiliates, including but not limited to WEX Inc., and third parties may contact Customer to offer additional products or services including, for example, discount networks for certain non-fuel merchant purchases and telematics products designed to assist customers with vehicle tracking and management. If Customer chooses to enroll in any such product or service offered by Issuer, its affiliates or a third party, Customer may be required to complete additional enrollment forms or agreements, and/or agree to additional terms and conditions (which may include fees for use) with respect to such products or services. For more information on Issuer's privacy policy, please visit the website at: <https://www.wexinc.com/privacy-policy/>. Issuer and its affiliates may use and disclose Program Information that is not identifiable to Customer in industry analytics and other data services or products provided to third parties. Program Information shall be subject to this Section 21 (Program Information) and not Section 20 (Confidentiality).

22. Assignment.

Customer may not assign this Agreement or any interest, rights or obligations under this Agreement, without Issuer's prior written consent. Issuer may, in its sole discretion, assign this Agreement and any of its obligations, transfer any right, or delegate any duty of performance under this Agreement without further notice. The Person to whom Issuer makes any assignment is entitled to all of Issuer's rights under this Agreement, to the extent that those rights were assigned.

23. Miscellaneous.

23.1 Customer may purchase dyed special fuel using its Account or Cards. Customer acknowledges that all dyed special fuel purchases will be used exclusively for off-road purposes and according to all applicable laws governing its use. Issuer is not liable in any way for any misuse or mishandling by Customer of any dyed special fuel. Upon request from applicable governmental authorities, Issuer may provide information regarding Customer's dyed special fuel purchases without prior authorization from Customer.

23.2 Issuer may monitor telephone communications between its employees and its customers for service quality purposes. Customer consents to such monitoring and recording of telephone communications and agrees to notify employees who may be in telephone contact with Issuer's representatives that periodic monitoring of conversations will occur.

23.3 Issuer's compliance with this Agreement shall be excused to the extent that any failure or delay in performance by Issuer is attributable, in whole or in part, to causes or circumstances beyond Issuer's reasonable control including, but not limited to, acts of God; civil disturbance; war; acts of government; natural disasters; labor disputes and computer or telecommunication failures.

23.4 This Agreement and any and all claims relating to or arising out of this Agreement, whether sounding in contract, tort, or otherwise, in each case, shall be governed by federal law and, to the extent that state law applies, the laws of the State of Utah.

23.5 If either Party is notified by a state or federal regulatory body that any aspect of the services provided by Issuer or this Agreement does not comply with any applicable law, regulation, rule, policy, or order, then the affected Party shall give the other Party prompt written notice of the non-compliance. Following notice, the affected obligations will be suspended and the failure to perform those obligations will not be deemed a breach of or Default under this Agreement so long as the affected Party is unable to perform due to the notice given by the state or federal regulatory body.

23.6 Nothing contained in this Agreement, or the performance by a Party of its obligations under this Agreement, shall result in the Parties having a partnership, co-venture or agency relationship, except to the extent that a Party is expressly designated to act as an agent of the other Party, or render a Party responsible for the debts, liabilities or obligations of the other Party.

23.7 No delay or omission by Issuer to exercise any right under the Agreement shall impair such right or be construed to be a waiver of any default. The authorization of Transactions shall not constitute any waiver, including of Issuer's rights with respect to such Transaction. Any single or partial exercise of any such right by Issuer shall not preclude other or further exercise thereof or the exercise of any other right. No waiver, amendment, or other variation of the terms, conditions, or provisions of the Agreement shall be binding on Issuer unless in writing, and then only to the extent set forth in such writing.

23.8 No Person other than a Party to this Agreement shall have any right to enforce the terms and conditions of this Agreement. No Person, including an Account User, will be a third party beneficiary of this Agreement.

23.9 Except as otherwise provided in this Agreement, all notices will be in writing and deemed effective when personally delivered or mailed, first class postage prepaid to the appropriate Party at the address set forth in the application for credit or at such other address as the Parties may indicate from time to time. In addition to the notice methods provided above, the Parties agree that a communication: **(a)** by facsimile to a number identified by the recipient as appropriate for communication under this Agreement; or **(b)** by email to or from an address normally used by an Account User for business communications, shall be considered to be a "writing" and to be "signed" by the Party transmitting it for all purposes. The Parties agree to waive any claim that a transmission does not satisfy any writing or signature requirements under applicable law. The Parties agree that a photocopy or printed copy of a facsimile or email constitutes the "best evidence" and an "original" of such a writing.

23.10 If any portion of this Agreement is held to be invalid, the remaining portions shall remain in full force and effect and shall continue to be binding upon the parties (except as specifically provided in Section 19 (Arbitration)).

23.11 This Agreement, any notices in connection with this Agreement, and any guaranty of Customer's obligations under this Agreement constitutes the entire agreement among the Parties and supersedes all prior agreements, understandings, and arrangements, oral or written, among the Parties with respect to the subject matter hereof.

Schedule A

Definitions

"Account" means the charge card account provided to Customer by Issuer. An Account may be accessed by a Card or an account number.

“Account User” means Customer or any other Person that Customer has notified Issuer is authorized to use the Account or a Card in accordance with the requirements and procedures established by Issuer from time to time.

“Billing Cycle” means the time interval between the dates of Customer’s regular billing statements. Customer’s first Billing Cycle may be shorter than other Billing Cycles. All credit terms will apply in each Billing Cycle including the first Billing Cycle.

“Business Day” means any day other than a Saturday, Sunday, or other day on which banking institutions in Utah are generally authorized or required by law or executive order to close.

“Card” means a plastic card provided by Issuer that may be used to access an Account.

“Controls” are a set of authorization tools designed to assist Customer with managing Transactions.

“Credit Limit” is the amount of credit assigned to Customer’s Account as established by Issuer from time to time.

“DIN” means the identification number associated with an Account User or Card.

“Due Date” means the date the repayment of the balance of the Account is due as provided on a billing statement.

“Fee Schedule” means the List of Fees included as Schedule B.

“Guarantor” means any Person who guarantees the obligations of Customer under this Agreement.

“Party” means Bank or Customer and “Parties” means Issuer and Customer. “Person” means an individual, corporation, partnership, limited liability company, trust or other organization.

“Transaction” means the use of a Card or Account to buy goods or services at a merchant that accepts the Card or Account.

“Unauthorized Use” means the use of the Account or a Card by a Person who does not have actual, implied or apparent authority for such use, and from which the Customer receives no benefit.

Schedule B

List of Fees

Set Up Fee	WAIVED
Monthly Card Fee	WAIVED
Replacement Card Fee	WAIVED
International Currency Conversion Fee	2% of the total transaction value
Reproduced Reports	\$25.00 per request
General Research Fee	\$15.00 per hour
Expedited Shipping Fee	Cost varies
Returned Payment Fee	\$50.00 per occurrence
Reactivation Fee	\$50.00 per occurrence (max monthly fee of 50.00)
Truck Stop Fee	Up to \$3.00 per card swipe at a diesel pump*
Paper Delivery Fee	\$10.00 per month for paper invoicing and reporting

Pricing for additional products and services is available upon request or reflected on the enrollment forms or in the terms of use that Customer must agree to in order to receive the additional products and services.

Call 1-866-544-5796 with questions about any of the above.



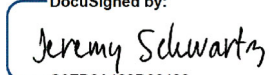
CONTRACT EXTENSION

Contract Number: #080620-WEX

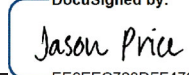
Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and WEX Bank (Vendor) 111 East Sego Lily Drive, Suite 250. Sandy, UT 84070 have entered into Contract #080620-WEX for the procurement of Fleet Payment Solutions with Related Services. The Contract has an expiration date of September 7, 2024, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of September 7, 2025. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 9/16/2023 | 10:29 AM CDT

WEX Bank

DocuSigned by:

By: EE6EEC720DFF478...
Jason Price
Title: President/CEO
Date: 10/10/2023





CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.7

DATE: September 3, 2024

TO: City Council

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

SUBJECT: Agreement 32500049 with Final Details, LLC for Citywide Vehicle Mobile Washing and Detailing Services.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an Agreement with Final Details, LLC in the amount not to exceed \$1,930,000 for an initial term of 14 months from September 1, 2024 to October 31, 2025, with the option for four consecutive one-year period extensions that shall not exceed a total of five years for a final term ending October 31, 2029 for citywide vehicle mobile washing.

(Public Works and Transportation Committee approved 3-0 on July 23, 2024)

BACKGROUND

Vehicle and commercial vehicle washing is an important element for a safe, clean, and sanitary work environment. Vehicles are washed to reduce potential safety hazards to operators and their equipment. Regular washing also reduces the build-up of rust and corrosion, thus lowering vehicle maintenance costs. A consistently clean fleet provides a safe and clean working environment.

The majority of this agreement relates to the washing of Environmental Resources (ER) refuse collection vehicles. Due to the nature of ER operations of refuse collection for approximately 34,000 customers, vehicles are subject to pollutants such as exhaust emissions, engine fluids, refuse, liquids, dust, and other debris. The ER collection vehicles require frequent washing (once each week) in order to maintain compliance with the City's Storm Water Pollution Prevention Plan (SWPPP). This is a Best Management Practices (BMPs) designed to rid the refuse collection vehicles that operate daily on city streets of particulate matter that has the ability to pollute the City's storm drain system. The City does not own a designated wash facility to accommodate washing vehicles and refuse collection vehicles regularly.

DISCUSSION

On May 31, 2024, the City's Purchasing Division conducted a formal solicitation for the Citywide Vehicle Mobile Washing and Detailing services (Bid Number 24-123), with proposals due by June 26, 2024. Bid information was posted on the City's website and on www.publicpurchase.com. The City received one bid response before the deadline, and Final Details LLC (Final Details) was determined to be the only responsive bidder. Upon review by City staff, it was determined that the bid was reasonable compared to prior contract costs. City Purchasing Policy allows the City to enter into a negotiated contract when only one bid is received. Final Details meets all required City contractual provisions, including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State. Based upon the available information and research performed to date, staff believes that this vendor is capable of satisfactorily meeting the needs of the City.

Staff is recommending Final Details who will be responsible for acquiring, operating and maintaining all equipment and permits providing mobile washing and cleaning of passenger vehicles, pickup trucks, special use vehicles, and heavy-duty

refuse collection vehicles. Services also include power washing of City-owned trash enclosures, bins and carts upon request. The scope of work requires that the contract meet all Municipal Separate Storm Sewer System (MS4) water quality requirements, including compliance with addressing the discharge of water during the cleaning process.

Final Details shall comply with City Ordinance No. 2806, concerning the reduction of pollutants in stormwater discharges associated with mobile car washing activities.

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 of this Agreement with Final Details LLC shall not exceed \$1,930,000 for a five-year and two-month term from September 1, 2024 through October 31, 2029. Funding for these services is included in the FY 2024-25 Adopted Budget. Funding for subsequent fiscal years will be requested during the annual budget process.

Estimated Spending Plan							
Division/Account	FY 24-25 (10 mo.)	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30 (4 mo.)	Total
Environmental Resources 6313630-55030	\$200,000	\$250,000	\$250,000	\$250,000	\$250,000	\$100,000	\$1,300,000
Wastewater 6113612-53200	\$7,500	\$10,000	\$10,000	\$10,000	\$10,000	\$3,000	\$310,000
6113613-53200	\$17,500	\$20,000	\$20,000	\$20,000	\$20,000	\$7,000	
6113614-53200	\$7,500	\$10,000	\$10,000	\$10,000	\$10,000	\$3,000	
6113615-53200	\$17,500	\$20,000	\$20,000	\$20,000	\$20,000	\$7,000	
Fleet 7413750-53200	\$2,500	\$3,000	\$3,000	\$3,000	\$3,000	\$1,000	\$15,500
Streets 1013401-53200	\$4,200	\$5,000	\$5,000	\$5,000	\$5,000	\$1,700	\$25,900
Fire 1012501-53200	\$0	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$100,000
Citywide Various Departments - As- needed	\$27,600	\$34,000	\$34,000	\$34,000	\$34,000	\$15,000	\$178,600
TOTAL	\$284,300	\$372,000	\$372,000	\$372,000	\$372,000	\$157,700	\$1,930,000

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on July 23, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Brian Yanez, Assistant Public Works Director, Steve Howlett, Assistant Public Works Director, Timothy Beaman, Assistant Public Works Director

ATTACHMENTS

1. Agreement 32500049-Final Details, LLC

**TRADE SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND FINAL DETAILS, LLC**

By This Trade Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of Final Details, LLC ("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.** Vehicle Mobile Washing Services. Service Provider shall provide vehicle, equipment and trash enclosure washing services for the Public Works Department.

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

Final Details, LLC ("SERVICE PROVIDER"), a corporation/LLC/LLP of the State of California, located at 84 N. Pacific Ave, Ventura, CA 93001

- 3. TERM OF AGREEMENT:** From: September 1, 2024 To: October 31, 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:** \$1,930,000.

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-D
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy
Exhibit F: Iran Contracting Certification

6. DESIGNATED REPRESENTATIVES.

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

CITY Designated Representative:	SERVICE PROVIDER Designated Representative:
Name: Grant Dunne	Name: Ross Emery
Title: Administrator/Supervisor	Title: Owner/Operator
Phone: (805) 340-8365	Phone: (805) 558-1618
Email: Grant.Dunne@oxnard.org	Email: Ross2final-details.com
Mailing Address: 111 South Del Norte Blvd. Oxnard, CA 93030	Mailing Address (if differs from above):

7. CONTRACTUAL PREREQUISITES.

7.1. This Agreement must first be executed by the SERVICE PROVIDER, after which the Agreement shall be approved as to form by the CITY Attorney, then executed by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the CITY Clerk.

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

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

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

8. SERVICE PROVIDER'S SERVICES.

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

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

9. COMPENSATION.

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

9.1 Price Adjustments. Unless otherwise stated, prices are maximum for the term of the Contract. Price adjustments, if allowed under this Contract, must be requested in writing and accompanied by the required information to substantiate the request for price adjustment, as set forth in the Contract. Any allowable request for price adjustment must be delivered to the CITY at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The CITY must also be given the benefit of any decline in prices.

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

15. LAWFUL PERFORMANCE.

SERVICE PROVIDER shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. SERVICE PROVIDER, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

16. SAFETY REQUIREMENTS.

SERVICE PROVIDER shall not perform any services for the CITY when the SERVICE PROVIDER is impaired by alcohol or a controlled substance. When there is

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

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

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

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

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

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

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

17.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. SERVICE PROVIDER may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for SERVICE PROVIDER to perform its obligations pursuant to this Agreement. If SERVICE PROVIDER is granted such access to confidential information, SERVICE PROVIDER shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

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

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

18. ASSIGNMENT.

This Agreement is for the non-professional services of SERVICE PROVIDER. Any attempt by SERVICE PROVIDER to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. SERVICE PROVIDER's services pursuant to this Agreement shall be provided by the SERVICE PROVIDER's Designated Representative or directly under his/her supervision, and SERVICE PROVIDER shall not assign another to supervise the SERVICE PROVIDER's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party.

The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 20.

20. NOTICES.

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

21. COVENANTS AND CONDITIONS.

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

22. WAIVER.

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

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

23.1 As a separate and independent covenant from SERVICE PROVIDER's obligations under this section, SERVICE PROVIDER shall to the fullest extent permitted by law, immediately defend, indemnify, and hold harmless CITY, its legislative and advisory bodies, and the CITY's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with SERVICE PROVIDER's performance of this Agreement or SERVICE PROVIDER's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but

not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. SERVICE PROVIDER's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

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

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

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

24. INSURANCE.

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

25. LIVING WAGE REQUIREMENTS.

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

26. PREVAILING WAGE REQUIREMENTS.

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

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

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

26.4. Use of Prevailing Wages vs. Living Wages. In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard’s local Living Wage requirements and the requirements of this provision, the wage

rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

27. CONFLICT OF INTEREST

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

28. IRAN CONTRACTING ACT

In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any CONSULTANT that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars (\$1,000,000) or more, must certify, that the CONSULTANT is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A CONSULTANT is ineligible to enter into any contract with the CITY for goods or services of one million dollars (\$1,000,000) or more if the CONSULTANT engages in investment activities in Iran. CONSULTANT must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as Exhibit F.

29. SUBCONTRACTING.

If CONSULTANT requires the assistance of a subcontractor to render any services under this agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the scope of work attached to this Agreement as Exhibit A. CONSULTANT is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. CONSULTANT shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

30. DISPUTES.

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

31. DISPUTE RESOLUTION.

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

32. AUDIT.

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

33. ADVERTISING AND PUBLICITY

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

34. NONDISCRIMINATORY EMPLOYMENT.

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

35. FORCE MAJEURE.

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

36. GOVERNING LAW.

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

37. SEVERABILITY.

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

38. INTEGRATED AGREEMENT.

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

bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

39. NO THIRD-PARTY BENEFICIARY.

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

40. AUTHORITY TO EXECUTE.

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

41. EXECUTION – COUNTERPARTS.

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

42. INCONSISTENT OR CONFLICTING TERMS.

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

43. ACKNOWLEDGEMENT.

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

[Signatures on next page]

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

CITY OF OXNARD

FINAL DETAILS, LLC

☐ John C. Zaragoza, Mayor¹ _____ Date
☐ Jennifer Yates, ²
Purchasing Manager

Ross Emery
Owner/Sole Member _____ Date

Ross Emery³
Owner/Sole Member _____ 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

TRADE SERVICE AGREEMENT (CITY of Oxnard and Final Details, LLC)

SCOPE OF SERVICES

Project Manager: Grant Dunne/ (805) 340-8365/Grant.Dunne@oxnard.org

Vendor shall provide vehicle, equipment and trash enclosure washing services for the Public Works Department.

For all services required, the Vendor shall be responsible for acquiring, operating and maintaining all equipment, permits and approvals necessary to wash and clean city vehicles, equipment and trash enclosures.

VEHICLE WASHING SERVICES

Passenger and Special Use Vehicles

Basic Car Wash (Exterior Only)

1. Vendor shall furnish all labor, equipment and materials to provide: the full exterior hand washing of vehicle with microfiber mitts and dried with microfiber towels to ensure a scratch-free surface.
2. Exterior cleaning shall include the removal of day-to-day dust, dirt, and loose contaminants.

Car Wash (Exterior & Interior)

1. Vendor shall furnish all labor, equipment and materials to provide: the hand washing of the full exterior with microfiber mitts and dried with microfiber towels to ensure a scratch-free surface.
2. Exterior cleaning shall include the removal of day-to-day dust, dirt, and loose contaminants; as well as, the removal of tar/bug-/road grime, tire rims/wheel wells, cleaning of windows, mirrors, gas cap, and door jambs.
3. Interior cleaning shall include: center console, dashboard, door shuts, seats, vacuuming, and window/mirror cleaning.

Car Wash and Exterior and Interior Detailing (On Special Request Only)

1. The vendor shall furnish all labor, equipment, and materials to provide detailing services for vehicles, including cleaning, polishing, and protecting the exterior and interior components of the vehicle.
2. The exterior components for detailing include vehicle paint, windows, wheels, tires, and any other exterior components of the vehicle.
3. The detailing of the interior components includes vacuuming, upholstery stain removal, polishing of nonporous surfaces, and any other interior components of the vehicle.

Heavy Duty Trucks & Equipment

1. Vendor shall furnish all labor, equipment, and materials to provide vehicle washing services to include the use of a hot water pressure washer, disposal of water, exterior hand wash and brushing, frame degreasing, window cleaning, and tire dressings.
2. Vendor shall reimburse the City for the cost of damaged or removed vehicle paint and decals that result from pressure washing.
3. Vendor shall use “non-damaging” pressure washers on city vehicles, trash enclosures, and containers.

Exterior and Interior Detailing (On Special Request Only)

1. The vendor shall furnish all labor, equipment, and materials to provide detailing services for heavy-duty trucks and equipment, including cleaning, polishing, and protecting the exterior and interior components of the trucks.
2. The exterior components for detailing include vehicle paint, windows, wheels, tires, and any other exterior components of the vehicle.
3. The detailing of the interior components includes vacuuming, upholstery stain removal, polishing of nonporous surfaces, and any other interior components of the vehicle.

Hazardous Materials Cleanup (On Special Request Only)

1. The vendor shall furnish all labor, equipment, and materials to clean up hazardous materials within police vehicles, including, but not limited to, vomit, urine, blood, saliva, and feces.

TRASH ENCLOSURES

1. Vendor shall furnish all labor, equipment and materials to provide trash enclosure washing services which include the use of a hot water pressure washer, disposal of water and oil or liquid spill clean-up (including the removal and replacement of trash containers within the enclosure).
2. Vendor shall remove dirt/sludge up to five feet in front of the enclosure doors.

CONTAINMENT

1. Vendor shall prevent wastewater from entering storm drains or any nearby streams. Wastewater shall be collected, contained, and disposed of properly.
2. Vendor shall use a Water Recovery System - Preferably using a containment wash mat for all services performed under this agreement.
3. If the vendor does not treat or recycle its wastewater, approved disposal method shall be the use of a clarifier that is plumbed to the sanitary sewer system (Permits may be required).

BEST MANAGEMENT PRACTICES - CITY CODE

SEC. 22-224. BEST MANAGEMENT PRACTICES (BPM.)

(A) Authorization to adopt and enforce best management practices. The director may adopt requirements establishing appropriate BMPs for any activity, operation or facility which may cause or contribute to pollution or contamination of the storm drain system. If relevant BMPs have been promulgated by the city or any federal, state or county agency for an activity, operation or facility that would otherwise cause the discharge of pollutants to the storm drain system or watercourses, every person undertaking such activity or operation, or owning or operating such facility must implement such BMPs.

(B) Responsibility to implement best management practices. Any person engaged in activities or operations or owning facilities or property that will or may result in pollutants entering the storm drain system, or watercourses, as determined by the director, must implement applicable BMPs to the extent they are technologically and economically achievable to prevent or reduce such pollutants.

(C) Minimum BMPs for particular urban activities.

(1) Minimum BMPs for mobile car washes are full containment under and around the vehicle being washed, capture of all water used in the washing operation, and hauling of the captured wash water to a legal point of disposal.

(2) Minimum BMPs for building or sidewalk pressure washing are to use high pressure and low volume of water with no additives at an average usage of 0.006 gallons per

square foot of surface area to be rinsed, capture all water used in the washing operation, and haul the captured wash water to a legal point of disposal.

(3) Minimum BMPs for landscape irrigation are inspection of irrigation systems to minimize contact with impervious surfaces, and segregation of runoff from the irrigated area following treatment (pesticide or fertilizer application) to prevent introduction of pollutants.

(Ord. No. 2459, 2876)

SEC. 22-225. COMPLIANCE WITH NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT.

Each industrial discharger associated with any construction activity, or any other discharger described in any NPDES permit, must comply with and undertake all other activities required by any applicable NPDES permit with regard to such discharges.

(Ord. No. 2459, 2876)

EQUIPMENT AND SUPPLIES

1. Vendor shall submit a list of products and their specifications for approval by the Public Works Department prior to their use. Vendor is responsible for supplying Safety Data Sheets (SDS) for any and all cleaning liquids, chemicals, solvents, additives, etc., that the Vendor is using. These will be kept on file for immediate access and updated as needed.

2. Vendor shall furnish all necessary equipment, labor, supplies, and materials of good quality and in the amounts necessary to fulfill these specifications and to accomplish an acceptable and professional level of service.

SUPERVISION

1. Vendor shall assign a supervisor and lead person to this contract and one or both are required to be present during all scheduled cleaning and special work assignments.

2. The lead person is required to speak, read and understand English.

3. Site supervisor or lead person will carry a cell phone and/or pager by which the City staff will be able to communicate with him/her.

4. The supervisory staff must have a minimum of three (3) years' experience in fleet vehicle washing services.

STAFFING

1. A fully qualified force shall be maintained throughout the period of the contract with a sufficient number of workers to perform all required services.
2. These workers shall be thoroughly instructed by their supervisors as to required duties and methods of performance.
3. All personnel will receive close and continuing first line supervision. Additionally, all personnel shall maintain a courteous and respectful attitude toward the public at all times.

SCHEDULE

1. The work schedule shall be determined with each Division Manager prior to entering into an agreement with Vendor. This may either be on a set schedule or requested on an as needed basis.
2. The work schedule shall include the number of employees and their scheduled hours each day throughout the week.
3. Work schedule can be during business hours 8am-6pm or before/after hours.

INVOICING

Each invoice shall include the following information:

- Days and Dates of Services
- Number of employees (names included) including employee title
- City Vehicle Unit Number
- Vehicle Type, Service Type and Price Per Vehicle
- Total Amount Due • Company Name, Address, Phone, Email and Contact Person
- Copies of daily event log

The Vendor shall invoice each specific City department/division for their vehicle units that are washed.

PAYMENT

1. Unless otherwise agreed in writing by both parties, all invoices shall be payable within thirty (30) business days of the invoice date.

EMPLOYEE CONDUCT

Employees of the Vendor while performing work under this contract will not:

1. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Vendor employee.
2. Remove any City property or personal property, equipment, monies, form or any other item from the vehicles.
3. Engage in horseplay or loud boisterous behavior.
4. Be under the influence of alcohol or drugs.
5. Gamble.
6. Smoke while working on any vehicle.

EMPLOYEE REMOVAL

1. The City reserves the right to reject any representative of the Vendor's workforce.
2. It shall be the Vendor's responsibility to replace such rejected workers in a manner that will not affect the execution of the contract responsibilities as specified in the contract document.
3. Vendor shall in no way interpret such removal to require dismissal or other disciplinary action of the employee.

EMPLOYEE APPEARANCE AND IDENTIFICATION

1. Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees.
2. The Vendor shall provide each employee with an identification badge and/or uniform.
3. Identification badges may be worn on collared shirts or tee shirts with company logos.
4. Long pants are required.
5. No shorts, skirts, or open-toed shoes are allowed.

SECURITY

1. Only authorized employees of the Vendor are allowed in the facilities at any time. All such employees must be working while inside the facilities.
2. Vendor shall be responsible for all keys issued to Vendor.

3. Vendor shall pay City for all lost key(s), and shall pay for all vehicle(s) re-keying necessary due to the lost key, as determined by City.

PROPERTY DAMAGE

1. The Vendor will be responsible for any damage to vehicles or contents during the performance of the contract.
2. In the event that there is damage to City property, the Vendor's supervising employee will immediately report the incident to the appropriate Manager in writing.
3. Any such damage will be repaired by the Vendor at his/her expense and to the satisfaction of the City.

ACCOUNTABILITY

1. Failure to perform the above-mentioned duties will result in immediate disqualification. The City reserves the right to terminate this agreement at any point with and without cause.

EXHIBIT B

TRADE SERVICE AGREEMENT (CITY of Oxnard and Final Details, LLC)

SCHEDULE OF COMPENSATION

The Environmental Resources Division operates approximately 103 heavy-duty refuse collection trucks, tractors and trailers. Additionally, the Division operates approximately 24 special use and passenger vehicles. The fleet is staged at the Del Norte Regional Recycling and Transfer Station located at 111 South Del Norte Boulevard in Oxnard.

Passenger and Special Vehicles ADMIN (1x per month) (1st Sat of the month, unless otherwise approved by the Division Manager)

Environmental Resources Vehicles & Trucks	Unit of Measure	Basic Car Wash Exterior Price	Car Wash Exterior/Interi or Price
Standard Car - 2 & 4 Door	EACH	27.95	47.95
Pickup Trucks	EACH	27.95	47.95
Stakebed/Flatbed Trucks	EACH	35.95	55.95

Heavy Duty Refuse Collection Trucks. Wash frequency is weekly per unit. Schedule to be determined by the Environmental Resources Division

Environmental Resources Trucks & Heavy-Duty Equipment	Unit of Measure	Basic car Wash Exterior or Price	tar Wash Exterior/ Interior Price	Exterior Detail Price	Interior and Exterior Detail Price
Automated Side loader	EACH	59.95	79.95	795.00	1095.00
Rear Loader	EACH	59.95	79.95	795.00	1095.00
Front-End Loader	EACH	59.95	79.95	795.00	1095.00
Roll-Off	EACH	37.95	57.95	495.00	795.00
Transfer Tractor	EACH	37.95	57.95	495.00	795.00
Transfer Trailer	EACH	42.95	62.95	795.00	1095.00

Trash Enclosures As needed

Enclosure Cleaning:	Unit of Measure	Unit Price
Environmental Resources		
Enclosures	EACH	295.00+
Power Wash	EACH	395.00+
Enclosure Oil or Liquid Spill Clean-Up	EACH	695.00+

Wastewater Division- TO BE SCHEDULED ON AN AS NEEDED BASIS

The Wastewater Division operates approximately 19 passenger vehicles and 15 heavy duty trucks. The fleet is staged at the Oxnard Wastewater Treatment Plant located at 6001 Perkins Road, Oxnard CA 93033.

Passenger Vehicles	Unit of Measure	Basic Car Wash Exterior Only Price	carwash Exterior/Interior Price
Standard Car - 2 & 4 Door	EACH	27.95	47.95
Pickup Trucks	EACH	27.95	47.95
Full Size SUV	EACH	29.95	49.95
Sprinter Van	EACH	39.95	59.95
Heavy Duty Trucks	Unit of Measure	Basic car wash Exterior Only Price	Car Wash Exterior/Interior Price
VAC-CON Trucks	EACH	130.00	155.00
Box Truck	EACH	95.00	125.00
Terminal Tractors	EACH	130.00	155.00
Pumper Trucks	EACH	130.00	155.00
Dump Truck	EACH	95.00	120.00
Utility Truck	EACH	37.95	52.95
Roll off	EACH	37.95	52.95
Flat Bed	EACH	37.95	52.95

Streets Division - TO BE SCHEDULED ON AN AS NEEDED BASIS

Pick-up Trucks & Commercial Vehicles	Unit of Measure	Basic car wash Exterior Price	CarWash Exterior/Interior Price
1/2 Ton Pickup Trucks	EACH	27.95	47.95
3/4 & 1 Ton Pickup Trucks	EACH	27.95	47.95

Box Van	EACH	95.95	125.95
Utility Body Truck	EACH	95.95	125.95
Commercial Dump Trucks	EACH	95.95	125.95
Commercial Pothole Patch Trucks	EACH	130.95	155.95

Fleet Services - TO BE SCHEDULED ON AN AS-NEEDED BASIS

Sedans & Trucks		Unit of Measure	Basic car Wash Exterior Price	car wash Exterior/Interior Price	Exterior Detail Price	Interior and Exterior Detail Price
Sedan- 2 & 4 Door		EACH	27.95	47.95	165.00	295.00
Full Size SUV		EACH	29.95	49.95	195.00	295.00
1/2 Ton Pickup Truck		EACH	27.95	47.96	165.00	295.00
3/4 and 1 Ton Pickup Truck		EACH	29.95	49.95	195.00	295.00
Utility Body Truck		EACH	29.95	49.95	195.00	295.00

Fire Department

Fire Department vehicles to be scheduled on an as-needed basis.

Vehicle Name	Unit of Measure	Basic car Wash Exterior Price	carwash Exterior/ Interior Price	Exterior Detail Price	Interior and Exterior Detail Price
Sedan	EACH	27.95	47.95	165.00	295.00
Compact SUV	EACH	29.95	49.95	245.00	395.00
Full Size SUV	EACH	32.95	52.95	245.00	395.00
½ Ton Pickup Truck	EACH	27.95	47.95	165.00	295.00
¾ & 1 Ton Pickup Truck	EACH	27.95	47.95	165.00	295.00
Passenger Van	EACH	34.95	54.95	245.00	395.00
Cargo Trailer	EACH	90.00	N/A	N/A	N/A

TRADE SERVICES AGREEMENT (CITY of Oxnard and Final Details, LLC)

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.

1. 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

2. 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.

3. 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).**

4. 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.

5. 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.

6. 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 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 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 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

Rev. 1/23

Rev. 1/23

EXHIBIT D

TRADE SERVICES AGREEMENT (CITY of Oxnard and Final Details, LLC)

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 \$19.51 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, 2024**

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 \$19.51 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2025, 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 Final Details, LLC)

PREVAILING WAGE

1. SERVICE PROVIDER acknowledges that the Project defined in the Agreement between SERVICE PROVIDER and CITY is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. SERVICE PROVIDER shall perform the Project as a public work. SERVICE PROVIDER shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. SERVICE PROVIDER acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and SERVICE PROVIDER shall post such rates at each job site covered by this Agreement.
3. SERVICE PROVIDER is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. SERVICE PROVIDER shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. SERVICE PROVIDER shall, as a penalty to CITY, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by SERVICE PROVIDER or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. SERVICE PROVIDER shall comply with Labor Code Section 1776, which requires SERVICE PROVIDER and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.
6. SERVICE PROVIDER shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, SERVICE PROVIDER shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, SERVICE PROVIDER and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

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

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

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

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

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

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

13. To the maximum extent, SERVICE PROVIDER shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify CITY, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages,

compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Service Provider, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of SERVICE PROVIDER under this Section shall survive Agreement termination.

EXHIBIT F
TRADE SERVICES AGREEMENT
(CITY of Oxnard and Final Details, LLC)

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)

Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete one of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed):

Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of _____ in the State of _____

OPTION No.2 - EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed):

Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of _____ in the State of _____



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.8

DATE: September 3, 2024

TO: City Council

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

SUBJECT: Public Project Agreement 32500079 with Eco Energy Solutions, Inc. dba High Volt Electric for the Main Police Station Emergency Backup Generator Project, Specification No. PD 22-66.

RECOMMENDATION

That the City Council approve and authorize:

1. A total of \$584,440 in Project funds for the Main Police Station Emergency Backup Generator Project, Specification No. PD 22-66;
2. The Mayor to Execute an Agreement with Eco Energy Solutions, Inc. dba High Volt Electric in the amount of \$467,552 and a Project contingency amount of \$70,133 (15%) for a total not to exceed value of \$537,685 for the Project;
3. A Project allocation amount of \$46,755 (10%) for engineering, inspection, survey, and project management for the Project; and
4. The acceptance and appropriation of additional FEMA Hazard Mitigation Grant funding in the amount of \$290,955 to the Police Station Emergency Backup Generator Project (C2036) in the Federal Grant Fund (200) and corresponding Capital Outlay Fund (301).

(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.)

BACKGROUND

The Oxnard Police Department Headquarters has a standby generator to maintain operations during a power outage. The generator and automatic transfer switch is beyond its useful life and due to repeated maintenance and repair it has been determined that the generator and associated equipment should be replaced. The importance of an operational and reliable standby generator in a police department cannot be overstated. It serves as the backbone during power outages, emergencies, and unforeseen circumstances, ensuring seamless functionality of crucial systems, such as communication networks, surveillance, and emergency response equipment.

The Project includes furnishing all necessary labor, materials, equipment and other incidental and appurtenant Work to demolish the existing Main Police Station 200kW diesel standby engine generator, 2000 gallon above ground diesel fuel tank, and 1000 ampere automatic transfer switch and providing new 300kW diesel standby engine generator, automatic transfer switch and associated equipment and devices.

Capital Improvement Program (CIP) Reference:

Project No. **C2036** – Police Station Emergency Backup Generator Project - CIP 2025-2029 - Adopted June 4, 2024 – Page 52.

DISCUSSION

The notice inviting formal bids (NIFB) on the Project was published on May 30, 2024, and all bids were due on July 2, 2024. The City received the following bids:

Eco Energy Solutions, Inc. dba High Volt Electric:	\$467,552
PC Inc.:	\$560,215

The lowest bidder is Eco Energy Solutions, Inc. dba High Volt Electric (Eco Energy), and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Eco Energy. 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 Eco Energy.

In addition to the project award amount of \$467,552, Staff recommends authorizing \$116,888 for the project, which includes \$70,133 for project contingency (15% of the contract costs) and \$46,755 for the cost for engineering services and City staff (10% of the contract cost). Engineering services include the following activities during construction: engineering, inspection, survey and project management. The 15% project contingency has been requested to cover unforeseen conditions including extent of concrete/asphalt demolition, hardscape restoration, and unknown buried utilities in the parking lot. These recommendations bring the total estimated cost of the project to \$584,440.

Public Works Engineering has actively coordinated with the Police Department throughout the design process including minimizing impacts to parking and planning for the electrical cutover to the new generator. Upon delivery of the new generator, which is a long lead time item, actual construction is anticipated to take 3-months.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this Project shall not exceed \$584,440 which includes the construction agreement, contingency, and project allocation. The City was previously awarded grant funds for \$300,120 approved by Council on July 21, 2020. FEMA has since approved an additional \$290,955 with a total amount of \$591,075 in federal grant funding for this project (75% of \$788,100 previously reported to FEMA) and with a required local City match of 25% equivalent to \$197,025. The total project costs are significantly lower than originally estimated. This grant funding only covers eligible construction costs and does not include any design, project contingency or previous minor project expenses not eligible for the grant. Any unused grant funds will be returned to the granting agency and any unused City funds will be returned to the fund balance.

Grant funding is expected to cover \$403,263.75 of the total project costs of \$584,440 with the City covering the remainder cost of \$181,176.25 utilizing General Fund and Measure O funds. The City is required to pay for any non-grant eligible expenses in addition to the required 25% local match, such as the project contingency costs for engineering, inspection, survey, and project management. The FY2024-25 adopted budget includes sufficient appropriations for this project.

POLICE STATION EMERGENCY BACKUP GENERATOR (C2036)				
Fund	Fund Name	Project Budget	Available Project Budget	Planned Use of Funds
101	General Fund	\$100,040	\$72,344	\$72,344

104	Measure O	\$800,000	\$797,807	\$108,832
200	Federal Grant	\$591,075	\$590,625	\$403,264
TOTAL		\$1,491,115	\$1,460,776	\$584,440

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, Assistant Public Works Director

ATTACHMENTS

1. Agreement 32500079 Eco Energy PD 22-66
2. July 21, 2020 Staff Report

**CONSTRUCTION CONTRACT FOR
MAIN POLICE STATION EMERGENCY BACKUP GENERATOR PROJECT
SPECIFICATION NO. PD 22-66**

**BY AND BETWEEN
THE CITY OF OXNARD
AND ECO ENERGY SOLUTIONS INC., dba HIGH VOLT ELECTRIC**

THIS CONSTRUCTION CONTRACT (the "Contract") is made and entered this _____ day of _____, 2024 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and ECO ENERGY SOLUTIONS, INC., dba HIGH VOLT ELECTRIC ("Contractor"). Contractor's license number is 963370. The City and Contractor are sometimes hereinafter referred to as a "Party" and collectively referred to as the "Parties."

WHEREAS, the City requires construction of the MAIN POLICE STATION EMERGENCY BACKUP GENERATOR PROJECT as more fully described in the bid package issued by the City for SPECIFICATION NO. PD 22-66 (the "Project"); and

WHEREAS, on May, 30, 2024, the City issued a Notice Inviting Bids and Contract Documents to prospective bidders for the Project. In response, Contractor submitted a Bid which the City determined to be the lowest responsive and responsible bid; 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, at its meeting held on _____, the Oxnard City Council duly accepted Contractor's Bid Proposal for the Project and directed that a written agreement for the Project be entered into with Contractor.

WHEREAS, in light of the facts set forth above and the certifications made by Contractor as part of its Bid, the City desires to retain Contractor to perform the 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 and its attached Exhibits, subject to the limitations in Sections 10 ("Prevailing Wage") and 24 ("Ambiguities") with respect to Exhibit "A" (Contractor's submitted Bid Proposal as accepted by the City);
2. Change Orders issued and approved by the City;
3. Regulatory Permits from other agencies specified in Appendices A and B of the bid package or as may otherwise be required by law;
4. Bid Addenda issued by the City;
5. Notice Inviting Bids and Instructions to Bidders;
6. Special Provisions
7. General Provisions
8. Appendices
9. Plans
10. Bid Forms and attachment thereto;
11. Performance Bond;
12. Payment Bond.

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 shall possess a valid Class A 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 AND RETENTION

- 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 FOUR HUNDRED SIXTY SEVEN THOUSAND FIVE HUNDRED FIFTY TWO DOLLARS, (\$467,552.00) (the "Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with Contractor's Bid Proposal (attached hereto as Exhibit "A") subject to the provisions of this Contract and the Contract Documents.
- B. Procedures relating to payment and retention are set forth in the Special Provisions.

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 eighty (180) 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 payment and performance bonds, 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 Bid 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. LIQUIDATED DAMAGES

If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of twelve hundred dollars (\$1,200) per day for each Calendar Day of unexcused delay in completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.

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-E attached as Exhibit B to this Contract.

15. FEDERAL GRANT CONTRACT PROVISIONS

Contractor acknowledges that the Project is being funded in part with by funds from the Federal Emergency Management Agency (FEMA) which are managed by the California Office of Emergency Services and the Project is subject to and must comply with, the applicable requirements of HMGP Agreement #4353-195-49, and further acknowledges and agrees to the provisions in the "**Federal Grant Contract Addendum**" attached to this Contract as **Exhibit "E"** and incorporated by reference as if fully set forth herein. The "**Master Grant Agreement**" is attached to the Contract as **Exhibit "F"** and incorporated by reference as if fully set forth herein.

- A. **ACCESS TO RECORDS.** (1) The Contractor agrees to provide the City of Oxnard, FEMA administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The Contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract. (4) In compliance with the Disaster Recovery Act of 2018, the City of Oxnard and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- B. **SEAL, LOGO AND FLAGS.** The Contractor shall not use the DHS seals(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- C. **COMPLIANCE WITH FEDERAL LAW REGULATIONS, AND EXECUTIVE ORDERS.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal laws, regulations, executive orders, and FEMA policies, procedures, and directives.
- D. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.
- E. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** Contractor must comply with the requirements of the The False Claims Act (31 U.S.C. 3729-3733) which prohibits the submission of false or fraudulent claims for payment under a Federal grant funded project. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

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 and the parties specified in Article V of the Master Agreement referenced in Section 15 of this Contract and attached hereto as Exhibit "B", 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: City of Oxnard
 305 W. Third Street, East Wing, Third Floor
 Oxnard, CA 93030

TO CONTRACTOR: Eco Energy Solutions, Inc.
 4485 Runway Street
 Simi Valley, CA 93063

- 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. BONDS

Concurrently with the execution of this Contract by the Contractor, and before the commencement of any Work, Contractor shall furnish to the City a Performance Bond, and a Payment Bond (Labor and Materials Bond) each in an amount equal to one hundred percent (100%) of the Contract Price written on the forms included in the Contract Documents. These bonds must remain in force until the later of (a) the expiration of the one-year guarantee period; or (b) one year from the date of completion of the corrective Work. Such bonds must be issued by a responsible corporate Surety, licensed and authorized to issue such bonds in the State of California.

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

**ECO ENERGY SOLUTIONS, INC., dba
HIGH VOLT ELECTRIC**

X John C. Zaragoza, Mayor^a _____ Date
☐ Purchasing Agent

Karo Gyonjyan, CEO and ^b _____ Date
Secretary

ATTEST:

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

APPROVED AS TO FORM:

Stephen Fischer _____ Date
City Attorney

^a 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.

^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.

EXHIBITS

Exhibit A: Contractors Bid Proposal.

Exhibit B: Form INS-E: Insurance Requirements.

Exhibit C: [RESERVED]

Exhibit D: [RESERVED]

Exhibit E: Federal Grant Contract Addendum

Exhibit F: Grant Master Agreement

Bonds

The corresponding exhibits and forms contained within follow.

EXHIBIT A
CONTRACTOR'S BID PROPOSAL

BID SCHEDULE
MAIN POLICE STATION EMERGENCY BACKUP GENERATOR PROJECT
SPECIFICATION NO. PD 22-66

Bidder's Name: Eco Energy Solutions, Inc.dba High Volt Electric

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby declares they have carefully examined the locations of the proposed work, the Plans, the Special Provisions, Bid Item Descriptions, and Contract documents; and hereby proposes to furnish all labor, materials, tools, equipment, supplies and incidentals required to complete the work. All of the aforementioned shall be done in accordance with said Plans, Special Provisions, and other Contract Documents to the satisfaction and under the direction of the City Engineer at the following prices:

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	AMOUNT
1.	Mobilization and Demobilization (5% maximum of Total Bid Price)	LS	\$ 21,784.00
2.	Diesel Generator and Fuel Tank Removal	LS	\$ 80,451.00
3.	Diesel Generator and Automatic Transfer Switch Installation, Start Up and Testing	LS	\$ 346,289.00
4.	Site Clean Up	LS	\$ 19,028.00
TOTAL BID PRICE:			\$ 450,452.00 *

TOTAL BID PRICE IN DIGITS: \$ ~~450,452.00~~ * \$467,552 calculation correction

TOTAL BID PRICE IN WORDS: ~~Four Hundred Fifty Thousand, Four Hundred~~ ^{98/100} ~~and Fifty Two Dollars~~

Bidder's Company Name: Eco Energy Solutions, Inc. dba High Volt Electric

Signature: _____
Print: Karo Gyonjyan

Title: President
Date: 06/18/2024

EXHIBIT B
FORM INS-E : INSURANCE REQUIREMENTS
INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS
(WITH BUILDER'S RISK REQUIREMENT & POLLUTION/ASBESTOS)

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. With respect to General Liability, Errors & Omissions, Contractors Pollution Liability, and or Asbestos Pollution Liability, Coverage should be maintained for a minimum for five (5) years after contract completion.

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. Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions applicable to the work being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

e. 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.

f. 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. 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-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 [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR [x] 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 [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 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 Contractors Pollution Liability and/or Asbestos Pollution Liability				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant Course of Construction Completed Value of Project Minimum coverage \$1,000,000 Per claim

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 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							
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		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							
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;"> <tr> <th colspan="2" style="text-align: center;">LIABILITY LIMITS IN THOUSANDS \$</th> </tr> <tr> <th style="width: 50%; text-align: center;">EACH OCCURRENCE</th> <th style="width: 50%; text-align: center;">AGGREGATE</th> </tr> <tr> <td style="height: 100px; vertical-align: top;"> ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____ </td> <td style="height: 100px; vertical-align: top;"> Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: () _____ </td> </tr> </table>		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: () _____
LIABILITY LIMITS IN THOUSANDS \$									
EACH OCCURRENCE	AGGREGATE								
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____	Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: () _____								
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or a. 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 "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. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 46250-4299 US			

EXHIBIT C
[RESERVED]

EXHIBIT D
[RESERVED]

EXHIBIT E

City of Oxnard – FEMA-HAZARD MITIGATION GRANT PROGRAM #KR-4353 PJ0195

Contract Addendum

Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the City of Oxnard by funds from the Federal Emergency Management Agency (FEMA) which are managed by the California Office of Emergency Services and the Project is subject to and must comply with, the applicable requirements of HMGP Agreement #4353-195-49.

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the City of Oxnard, according to the HMGP application approval dated January 31, 2020..

Certifications requiring signature from the Contractor follow at the end of this Document.

1. Equal Opportunity. Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Small and Minority Business, and Women's Business Enterprises (if applicable to this Contract, see SBE/MBE/WBE/LSA form attached below)

Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), when applicable. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- a. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- b. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;

- e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

2. Suspension and Debarment. (Applies to all purchases. See certification form attached below.)

(A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

(B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(C) This certification is a material representation of fact relied upon by the City of Oxnard. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases. See certification form attached below.) Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

4. Access to Records. (applies to all purchases.)

(A) The Contractor agrees to provide the City of Oxnard, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.

(B) The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

5. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 through 3708) (Applies only to purchases over \$100,000, when laborers or mechanics are used.) Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act & Federal Water Pollution Control Act (Applies to purchases of more than \$150,000.)

(A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(B) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Oxnard and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(D) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

8. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)

Contractor is prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

9. Buy USA - Domestic Preference for certain procurements using federal funds.

Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10. Procurement of Recovered Materials: (Applies only if the work involves the use of materials)

(A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: i. Competitively within a timeframe providing for compliance with the contract performance schedule; ii. Meeting contract performance requirements; or iii. At a reasonable price.

(B) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

(C) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

12. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

13. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

14. Davis-Bacon Act. (applies to projects over \$2000)

(A) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

Construction) as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(B) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(C) Additionally, contractors are required to pay wages not less than once a week.

15. Compliance with the Copeland “Anti-Kickback” Act. (applies when Davis-Bacon Act is required)

(A) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(B) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(C) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

BYRD ANTI-LOBBYING CERTIFICATION

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than 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 in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ECO ENERGY SOLUTIONS, INC. DBA

The Contractor, HIGH VOLT ELECTRIC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

KARLO GRANTYAN - PRESIDENT

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or Contractor receiving Federal funds, as well as any subcontractors that the agency or Contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, and 31 CFR Part 19, and 2 CFR part 180, City may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any Contractor that is debarred, suspended, or ineligible under 31 CFR Part 19.

Instruction for Certification

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;

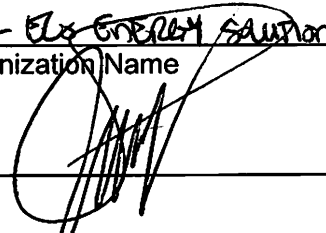
3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with, commission of any of the offenses enumerated in paragraph 2 of this certification, and

4. Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

5. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

KARO GRANTYAN
Name

PRESIDENT - ELA ENERGY SOLUTIONS, INC. DBA HIGH VOLT ELECTRIC.
Title and Organization Name


Signature

6/18/2024
Date

Agency/Association Chamber/Database Name	Contact Name	Method of Outreach (fax, Email, Phone, etc.)	Date of Outreach	Response / Outcome
CAL E-PROCURE	VARIOUS (250+)	EMAIL	6/19, 6/26, 7/1	1 YES (DJS)
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-

3. Describe the outreach efforts exerted to ensure that qualified S/M/WBEs and LSAs were solicited and had sufficient information about subcontracting opportunities on this Contract. Include the date and method of the outreach efforts.

S/M/WB E and LSA Firm Name	Contact Name / Title	Business Type (Small / Minority / Women)	Outreach Method (Fax, Email, Phone, etc.)	Initial Outreach Date	Follow-Up Date	Response / Interested in Bidding (Y/N)
DJS GENERAL CONTRACTOR	VARIOUS Simulation - PROJECT mdr	SBE	EMAIL	6/19/24	6/26/24	YES
250 OTHER CONTRACTORS	VARIOUS	SBE	EMAIL	7/1/24	7/2/24	No
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-

**SMALL / MINORITY / WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS
AREA FIRM OUTREACH PLAN**

Project Number: PD 22-66

Contractor: ECO ENERGY SOLUTIONS, INC. OBA HIGH VOLT ELECTRIC

Submittal #: 1

In this section, the Contractor is to provide details regarding strategies and efforts made to solicit, engage and utilize small and minority businesses, women's business enterprises (S/M/WBE) and labor surplus area (LSA) firms to demonstrate responsiveness to 2 CFR § 200.321.

1. Identify the items of work made available to S/M/WBEs and LSAs. Provide a description of the work items, approximate dollar amount and the percentage of the total Contract value.

Description of Work Item	Contractor Normally Performs (Y/N)	Unbundled from Larger Scope (Y/N) If Yes, List Scope	Amount (\$)	Percentage of Contract
SLAB WORK	No	No	\$18,000.00	~ 3%
FOUNDATION WORK	No	No	\$25,600.00	~ 5%
BASEMENTS	No	No	\$13,000.00	~ 2.8%

2. Describe the outreach efforts to identify S/M/WBEs and LSAs on this Agreement, list agencies/associations/databases consulted and the date, method and result of the outreach efforts (examples include but are not limited to: Small Business Administration, the Minority Business Development Agency, the Department of Commerce, minority business associates, Small Business Development Centers, DGS).

4. Detail methods utilized to determine whether S/M/WBEs and LSAs were qualified:

CAL- E PROCURS DATABASE SEARCH QUERY

5. What approach was taken to arrange subcontracting work in a way that would encourage the participation of S/M/WBEs and LSAs on this Agreement. Provide examples of how delivery schedules, when permissible, were established in a way that would encourage participation by S/M/WBEs and LSAs.

NON-DISCRIMINATORY APPROACH

6. Identify any contractual requirements, incentives, or other measures your team utilized or considered utilizing on this Agreement to promote S/M/WBE and LSA assistance. This may include assistance in meeting insurance limits, bonding requirements, obtaining certifications or licenses that are appropriate in facilitating the type of work the S/M/WBEs and LSAs would be performing.

ALL OPTIONS ARE/WERE CONSIDERED.

Note: USE ADDITIONAL SHEETS NECESSARY TO DEMONSTRATE RESPONSIVENESS.

EXHIBIT F
Grant Master Agreement
HMGP #4353-195-49
PARTS 1 THROUGH 4



U.S. Department of Homeland Security
1111 Broadway, Suite 1200
Oakland, CA 94607-4052

FEMA

January 31, 2020

Mark S. Ghilarducci, Director
Governor's Authorized Representative
California Office of Emergency Services
3650 Schriever Avenue
Mather, CA 95655

RECEIVED

088-FEB 21 2020

California Governor's Office of
Emergency Services
Executive Office

Reference: Application Approval, HMGP #4353-195-49
City of Oxnard
Main Police Station Emergency Back Up Generator
Supplement #31

Dear Mr. Ghilarducci:

The Federal Emergency Management Agency (FEMA) have approved and issued Hazard Mitigation Grant Program (HMGP) funds for the City of Oxnard (subrecipient), HMGP #4353-195-49, Main Police Station Emergency Back Up Generator.

The total eligible costs are \$400,160. As shown in the enclosed Supplement #31 Obligation Report, we have obligated \$300,120 for up to 75 percent federal share; the non-Federal share match is \$100,040. These funds are available in Smartlink for eligible disbursements.

This HMGP grant approval and obligation of funds are subject to the following:

1. **Scope of Work (SOW)** – The approved activity will upgrade the City Police Station's generator to a 305kw generator to support essential functions of the facility. The upgraded generator and associated components will be supported by a 36: thick reinforced concrete pad housed in a concrete structure for noise mitigation. The entire area of the proposed concrete structure will be 1,000 square feet, and approximately 50 cubic yards of material will be excavated.
2. **Budget Revisions and Cost Overruns** - In accordance with the 2015 Hazard Mitigation Assistance Unified Guidance, Part VI D.3, when budget changes are made, all programmatic requirements continue to apply. Additional information regarding budget adjustments and revisions can be found in 2 CFR Part 200.308. The Recipient must obtain FEMA's prior written approval for any budget revisions.

Cost overruns must be approved by FEMA Region IX before implementation and the subgrant must continue to meet programmatic eligibility requirements, including cost effectiveness and cost share. Additional information can be found in 2 CFR Part 200.

3. **Completion Date** – The work schedule in the application states the activity completion time frame is 12 months. We will annotate January 31, 2021 as the project completion date. Please inform the subrecipient that work completed after this date is not eligible for federal funding, and federal funds may be de-obligated for work not completed within schedule for which there is no approved time extension
4. **National Environmental Policy Act (NEPA)** – This project has been determined to be Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01; CATEX N18(federal assistance for construction or installation of structures, facilities, or equipment to ensure continuity of operations) has been applied. Attention should be given to the project conditions before and during the project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding.
5. This award of funds is subject to the enclosed *Standard Hazard Mitigation Grant Program Conditions*, amended August 2018. Federal funds may be de-obligated for work that does not comply with these conditions.

If you have any questions or need further assistance please contact me, or your staff may contact Linda Ortiz, Hazard Mitigation Assistance Specialist, at Linda.Ortiz@fema.dhs.gov.

Sincerely,



Juliette Hayes
Director
Mitigation Division
FEMA Region IX

cc: Jennifer Hogan, State Hazard Mitigation Officer
Abraham Guitierrez, Cal OES
Robin Shepard, Cal OES
Monika Saputra, Cal OES

Enclosures (4):
Supplement #31 Obligation Report
Project Management Report
Record of Environmental Considerations
Standard HMGP Conditions

HAZARD MITIGATION GRANTS PROGRAM

Obligation Report w/ Signatures

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4353	49 -R	0	195	1	31	CA	Statewide

Subrecipient: Oxnard

Project Title : Oxnard, City of, Main Police Station Emergency Backup Generator

Subrecipient FIPS Code: 111-54652

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
\$300,120.00	\$300,120.00	\$0.00	\$0.00

Project Amount	Subrecipient Management Cost Amount	Total Obligation	IFMIS Date	IFMIS Status	FY
\$300,120.00	\$0.00	\$300,120.00	01/29/2020	Accept	2020

Comments

Date: 01/28/2020 User Id: KMOJICA

Comment: Approved funds for Oxnard Main Police Station Generator

Authorization

Preparer Name: KAREN MOJICA

Preparation Date: 01/28/2020

HMO Authorization Name: LINDA ORTIZ

HMO Authorization Date: 01/28/2020



Authorizing Official Signature



Authorizing Official Title



Authorization Date

Authorizing Official Signature

Authorizing Official Title

Authorization Date

01/31/2020
12:04 PM

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANT PROGRAM

HMGP-AP-01

Project Management Report

Disaster Number	FEMA Project Number	Amendment Number	App ID	State	Recipient
4353	49-R	0	195	CA	Statewide

Subrecipient: Oxnard
FIPS Code: 111-54652

Project Title : Oxnard, City of, Main Police Station Emergency Backup Generator

Mitigation Project Description

Amendment Status : Approved

Approval Status: Approved

Project Title : Oxnard, City of, Main Police Station Emergency Backup Generator

Recipient : Statewide

Subrecipient : Oxnard

Recipient County Name : Ventura

Subrecipient County Name : Ventura

Recipient County Code : 111

Subrecipient County Code : 111

Recipient Place Name : Oxnard

Subrecipient Place Name : Oxnard

Recipient Place Code : 0

Subrecipient Place Code : 54652

Project Closeout Date : 00/00/0000

Work Schedule Status

Amend #	Description	Time Frame	Due Date	Revised Date	Completion Date
0	Task 1: Project Management	12 Months	00/00/0000	00/00/0000	00/00/0000
0	Task 2: Design/ Engineering	3 Months	00/00/0000	00/00/0000	00/00/0000
0	Task 3: Environmental Review and Permitting	3 Months	00/00/0000	00/00/0000	00/00/0000
0	Bidding	2 Months	00/00/0000	00/00/0000	00/00/0000
0	Mobilization	1 Month	00/00/0000	00/00/0000	00/00/0000
0	Construction Management	4 Months	00/00/0000	00/00/0000	00/00/0000
0	Construction/ Inspection	3 Months	00/00/0000	00/00/0000	00/00/0000
0	Project Close-out	1 Month	00/00/0000	00/00/0000	00/00/0000
0	Grant Close-out	3 Month	00/00/0000	00/00/0000	00/00/0000

Approved Amounts

Total Approved Net Eligible	Federal Share Percent	Total Approved Federal Share Amount	Non-Federal Share Percent	Total Approved Non-Fed Share Amount
\$400,160	75.00000000	\$300,120	25.00000000	\$100,040

Allocations

Allocation Number	IFMIS Status	IFMIS Date	Submission Date	FY	ES/DFSC Support Req	ES/DFSC Amend Nr	Proj Alloc Amount Fed Share	Subrecipient Management Cost	Total Alloc Amount
17	A	01/28/2020	01/28/2020	2020	2916866	6	\$300,120.00	\$0.00	\$1,073,565.00
Total							\$300,120.00	\$0.00	\$1,073,565.00

Obligations

Action Nr	IFMIS Status	IFMIS Date	Submission Date	FY	SFS Support Req	SFS Amend Number	Suppl Nr	Project Obligated Amt - Fed Share	Subrecipient Management Cost	Total Obligated Amount
1	A	01/29/202	01/28/2020	2020	2944360	0	31	\$300,120.00	\$0.00	\$300,120.00
Total								\$300,120.00	\$0.00	\$300,120.00

23:22:22

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4353-195-49

Title: Main Police Station Generator

NEPA DETERMINATION

Non Compliant Flag: No	EA Draft Date:	EA Final Date:
EA Public Notice Date:	EA Fonsi	Level: CATEX
EIS Notice of Intent	EIS ROD Date:	

Comment The City of Oxnard, Ventura County, Oxnard, CA proposes to upgrade the City Police Station's 210 kW generator to a 305kW generator in order to support the essential functions of the facility (251 S C St, Oxnard / 34.200805, -119.181525). The upgraded generator and associated components would be supported by a 36" thick reinforced concrete pad housed in a concrete structure for noise mitigation. The entire area of the proposed concrete structure will be 1,000 square feet, and approximately 50 cubic yards of material would be excavated.

This project has been determined to be Categorical Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and FEMA Directive 108-1-1 as authorized by DHS Instruction 023-01-001-01, Revision 1. Categorical Exclusion N18 (federal assistance for construction or installation of structures, facilities, or equipment to ensure continuity of operations) has been applied. Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding. - dcohen3 - 01/16/2020 21:06:18 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
*n18	(*n18) Federal Assistance for Construction or Installation of Structures, Facilities, or Equipment to Ensure Continuity of Operations. Federal assistance for the construction or installation of measures for the purpose of ensuring the continuity of operations during incidents such as emergencies, disasters, flooding, and power outages involving less than one acre of ground disturbance. Examples include the installation of generators, installation of storage tanks of up to 10,000 gallons, installation of pumps, construction of structures to house emergency equipment, and utility line installation. This CATEX covers associated ground disturbing activities, such as trenching, excavation, and vegetation removal of less than one acre, as well as modification of existing structures.	Yes

EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project is located in a non-attainment area	The project is located in Ventura County that is within a non-attainment area for 8-Hour Ozone according to the U.S. Environmental Protection Agency (USEPA): https://www3.epa.gov/airquality/greenbook , updated

23:22:22

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4353-195-49

Title: Main Police Station Generator

Environmental Law/ Executive Order	Status	Description	Comment
			December 31, 2019. Based on the scope of work, the potential emissions from project activities are clearly below the minimizing thresholds for the General Conformity Rule. Thus, the project is exempt from a conformity determination. See Condition. - dcohen3 - 01/16/2020 20:48:12 GMT
	Completed	Coordination required with applicable state administering agency - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	
Executive Order 11988 - Floodplains	Completed	No effect on floodplain/flood levels and project outside floodplain - Review concluded	The project is located in Zone X, as shown on FIRM 06111C0910E, effective 1/20/2010. - dcohen3 - 01/16/2020 20:57:59 GMT
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	Per the U.S. Fish and Wildlife Service Wetland Mapper viewed on January 16, 2020, the project is located outside of wetlands and not likely to result in any potential direct impacts that will adversely affect wetlands. - dcohen3 - 01/16/2020 20:58:47 GMT
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	There are low income or minority populations in or near project area, however the project activities and impacts will not result in a disproportionately high and adverse impact on these groups. - dcohen3 - 01/16/2020 20:59:12 GMT
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	
Endangered Species Act (ESA)	Completed	No listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action - Review concluded	Based on the type of activities and area of potential effect as described in the scope of work, this project has been determined to have no effect on Federally listed threatened and endangered species or critical habitat. See attached No Effect Determination completed by FEMA Biologist, Emma Gosliner. - dcohen3 - 01/16/2020 19:47:48 GMT

23:22:22

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4353-195-49

Title: Main Police Station Generator

Environmental Law/ Executive Order	Status	Description	Comment
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	Project located within the Pacific Flyway zone. Activities associated with this project do not have the potential to take migratory birds. - dcohen3 - 01/16/2020 20:52:45 GMT
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Applicable executed Programmatic Agreement. Activity meets Programmatic Allowance (enter date and # in comments) - Review concluded	This Undertaking was reviewed by Marjorie Nowick who meets the Secretary of the Interior's professional qualifications for archaeology and architectural history per Stipulation I.A.1.b of the Section 106 Programmatic Agreement among FEMA, the California State Historic Preservation Officer (SHPO), and California Governor's Office of Emergency Services (Cal OES) executed on October 29, 2019 (Agreement). It is proposed to replace and install a new upgraded generator by removing the existing generator, demolishing the existing generator pad, and installing a new generator in a housing immediately adjacent to the existing Police Building. The generator would be in a housing and on a pad, 23x33. The Police Building is a large pre-cast concrete Brutalist-type building constructed 1977 so is less than 45 years old. The location where the generator is proposed to be installed is previously disturbed. Given this, this Undertaking meets Programmatic Allowance II.D.2.a.(Appendix B of the Agreement) Per Stipulation II.A.1 of the Agreement, no review by or notification to the SHPO is required. - mnowick - 01/16/2020 21:59:27 GMT
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4353-195-49

Title: Main Police Station Generator

CONDITIONS

Special Conditions required on implementation of Projects:

The Subrecipient is responsible for complying with all applicable subparts of the Clean Air Act. Failure to comply with this condition may jeopardize federal assistance, including funding. Any change to the approved scope of work will require re-evaluation for compliance with the Clean Air Act.

Source of condition: Clean Air Act (CAA)

Monitoring Required: No

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.



January 10, 2024

Michael Wolfe
Public Works Director
Oxnard, City of
305 West Third Street
Oxnard, CA 93030

Subject: **Notification of Approval of Supplemental Funds**
Hazard Mitigation Grant Program
FEMA-**4353**-DR-CA, Project #**PJ0195**, FIPS #**111-54652**,
Supplement #**122**

Dear Mr. Wolfe:

The California Governor's Office of Emergency Services (Cal OES) has received a notification from the Federal Emergency Management Agency (FEMA) approving **\$290,955.00** in additional funds for this grant subaward. A copy of FEMA's letter is enclosed for your records.

Payments will be made on a reimbursement basis using the Hazard Mitigation Reimbursement Request form. A ten percent (10%) retention will be withheld from all reimbursement payments and will be released as part of the grant subaward closeout process. Please note that your organization must maintain an active registration in the SAM.gov (System for Award Management) database for the duration of this grant subaward.

Please read the enclosed supplement. In accordance with Title 44 Code of Federal Regulations, Part 206.440, if you disagree with FEMA's obligated amount or scope of work listed in the supplement, you can appeal. All appeals must be in writing and received by Cal OES within 60 days from the receipt of this letter.

If you have any questions or need assistance, please contact the Recovery Financial Processing Unit at (916) 845-8110 or at HMGraintsPayments@caloes.ca.gov.

Recovery Financial Processing Unit

Enclosures

c: Subrecipient's Project File



3650 SCHRIEVER AVENUE • MATHER, CA 95655
RECOVERY FINANCIAL PROCESSING UNIT
(916) 845-8110



January 10, 2024

Michael Wolfe
Public Works Director
Oxnard, City of
305 West Third Street
Oxnard, CA 93030

Subject: **Updated Grant Subaward Information Sheet Notification**
Hazard Mitigation Grant Program
FEMA-**4353**-DR-CA, Project #**PJ0195**, FIPS #**111-54652**

Dear Mr. Wolfe:

In compliance with 2 CFR Ch. II §200.331, the California Governor's Office of Emergency Services (Cal OES) is sending you an updated Supplemental Grant Subaward Information sheet to reflect recent changes to information regarding your subaward. This document has the following revision(s):

- A new approved project funding amount. \$591,075.00 is now the approved funding amount for this project due to an additional obligation in the amount of \$290,955.00.

Please review the enclosed document to verify its accuracy. For further assistance, please contact the Recovery Financial Processing Unit at (916) 845-8110 or at HMGrantsPayments@caloes.ca.gov.

Recovery Financial Processing Unit
Enclosures: Supplemental Grant Subaward Information Sheet
c: Subrecipient's Project File





U.S. Department of Homeland Security
Region 9
1111 Broadway, Suite 1200
Oakland, California 94607

FEMA

December 19, 2023

Received
December 21, 2023
FPU

Ryan Buras, Deputy Director
Governor's Authorized Representative
California Governor's Office of Emergency Services
3650 Schriever Avenue
Mather, California 95655

Reference: Amendment Approval, HMGP DR-4353-195-49R
City of Oxnard, California
Main Police Station Emergency Backup Generator Mitigation Project
FIPS Code: 111-54652, Supplement 122

Dear Ryan Buras:

This is in response to your letter on June 19, 2023, requesting additional Hazard Mitigation Grant Program (HMGP) funds for the City of Oxnard, HMGP DR-4353-195-49R, Main Police Station Emergency Backup Generator Mitigation Project. You indicate that the scope of work modification is a change in generator position from the previously approved location on the western side of the Police Headquarters building to a new position on the north side of the Police Headquarters site, and additional funds are necessary because the new location will require additional concrete work, a transfer switch, and emissions controls.

We have reviewed the request, determined the project remains cost effective and consistent with the original approval, and approve the amendment. The total Federal share increased from \$300,120.00 to \$591,075.00, and the total project cost is now \$788,100.00. As shown in the enclosed Obligation Report - Supplement 122, we are obligating \$290,955.00 for the 75 percent Federal share; the 25 percent non-Federal share is \$96,985.00. These funds are available in SmartLink for immediate and eligible disbursements.

The following is a summary of the approved funding and award conditions:

Approvals:	Federal Share:	Non-Federal Share:	Total Project Cost:
Supplement 31	\$300,120.00	\$100,040.00	\$400,160.00
Additional Funding, Supplement 122	\$290,955.00	\$96,985.00	\$387,940.00
TOTALS	\$591,075.00	\$197,025.00	\$788,100.00

- 1. Scope of Work (SOW)** – The project is to upgrade the City Police Station's 210 kW generator to a 305kW generator in order to support the essential functions of the facility. The upgraded generator and associated components will be supported by a 36-inch-thick reinforced concrete pad housed in a concrete structure for noise mitigation.

2. **Project Completion Date** – The completion date remains October 10, 2025. Please inform the subrecipient that work completed after this date is not eligible for federal funding, and federal funds may be de-obligated for work not completed within schedule for which there is no approved time extension.
3. **Record of Environmental Consideration (REC)** – This project has been determined to be Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and FEMA Directive 108-1-1 as authorized by DHS Instruction 023-01-001-01, Revision 1. Categorical Exclusion N18 (federal assistance for construction or installation of structures, facilities, or equipment to ensure continuity of operations) has been applied. Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding. Please reference the enclosed REC for further information
4. **Standard Conditions** – This project approval is subject to the enclosed Standard Mitigation Grant Program (HMGP) Conditions, amended August 2018. Please note that federal funds may be de-obligated for work that does not comply with these conditions.

If you have any questions, please contact Aaron Lim, Hazard Mitigation Assistance Specialist, by email at aaron.lim@fema.dhs.gov, or phone at (510) 627-7036.

Sincerely,

**KATHRYN J
LIPIECKI**

Kathryn Lipiecki
Director, Mitigation Division
FEMA Region 9

Digitally signed by KATHRYN J
LIPIECKI
Date: 2023.12.19 07:58:31
-08'00'

Enclosures (4):

Obligation Report – Supplement 122
Project Management Report
Record of Environmental Consideration (REC)
Standard Mitigation Grant (HMGP) Conditions

cc:

Ron Miller, Acting State Hazard Mitigation Officer, California Governor's Office of Emergency Services
Robyn Fennig, Co-Acting State Hazard Mitigation Officer, California Governor's Office of Emergency Services
Joseph Purvis, Division Chief, California Governor's Office of Emergency Services
Robert McCord, Chief, Hazard Mitigation Assistance Branch, FEMA Region 9

HAZARD MITIGATION GRANT PROGRAM

Obligation

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4353	49-R	3	195	4	122	CA	Statewide

Subrecipient: Oxnard

Project Title : Oxnard, City of, Main Police Station Emergency Backup Generator

Subrecipient FIPS Code: 111-54652

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
\$591,075.00	\$591,075.00	\$0.00	\$0.00

Project Amount	Subrecipient Management Cost Amount	Total Obligation	IFMIS Date	IFMIS Status	FY
\$290,955.00	\$0.00	\$290,955.00	10/25/2023	Accept	2024

Comments

Date: 10/25/2023 User Id: RHIRST

Comment: Approve funding of \$290,955.00 for approved HMGP-4353-195-049R City of Oxnard-Main Police Station Generator Mitigation Project (Budget Increase).

Authorization

Preparer Name: REILLY HIRST

Preparation Date: 10/25/2023

HMO Authorization Name: STEVEN SCOTT

HMO Authorization Date: 10/25/2023

HAZARD MITIGATION GRANT PROGRAM

Project Management Report

Disaster Number	FEMA Project Number	Amendment Number	App ID	State	Recipient
4353	49-R	3	195	CA	Statewide

Subrecipient: Oxnard

FIPS Code: 111-54652

Project Title : Oxnard, City of, Main Police Station Emergency Backup Generator

Mitigation Project Description

Amendment Status : Approved

Approval Status: Approved

Project Title : Oxnard, City of, Main Police Station Emergency Backup Generator

Recipient : Statewide

Subrecipient : Oxnard

Recipient County Name : Ventura

Subrecipient County Name : Ventura

Recipient County Code : 111

Subrecipient County Code : 111

Recipient Place Name : Oxnard

Subrecipient Place Name : Oxnard

Recipient Place Code : 0

Subrecipient Place Code : 54652

Project Closeout Date : 00/00/0000

Work Schedule Status

<u>Amend #</u>	<u>Description</u>	<u>Time Frame</u>	<u>Due Date</u>	<u>Revised Date</u>	<u>Completion Date</u>
1	Task 1: Project Management	12 Months	00/00/0000	00/00/0000	00/00/0000
3	Task 1: Project Management	12 Months	00/00/0000	00/00/0000	00/00/0000
0	Task 1: Project Management	12 Months	00/00/0000	00/00/0000	00/00/0000
2	Task 1: Project Management	12 Months	00/00/0000	00/00/0000	00/00/0000
2	Task 2: Design/ Engineering	3 Months	00/00/0000	00/00/0000	00/00/0000
1	Task 2: Design/ Engineering	3 Months	00/00/0000	00/00/0000	00/00/0000
0	Task 2: Design/ Engineering	3 Months	00/00/0000	00/00/0000	00/00/0000
3	Task 2: Design/ Engineering	3 Months	00/00/0000	00/00/0000	00/00/0000
0	Task 3: Environmental Review and Permitting	3 Months	00/00/0000	00/00/0000	00/00/0000
2	Task 3: Environmental Review and Permitting	3 Months	00/00/0000	00/00/0000	00/00/0000
3	Task 3: Environmental Review and Permitting	3 Months	00/00/0000	00/00/0000	00/00/0000
1	Task 3: Environmental Review and Permitting	3 Months	00/00/0000	00/00/0000	00/00/0000
2	Bidding	2 Months	00/00/0000	00/00/0000	00/00/0000
3	Bidding	2 Months	00/00/0000	00/00/0000	00/00/0000
1	Bidding	2 Months	00/00/0000	00/00/0000	00/00/0000
0	Bidding	2 Months	00/00/0000	00/00/0000	00/00/0000
1	Mobilization	1 Month	00/00/0000	00/00/0000	00/00/0000
3	Mobilization	1 Month	00/00/0000	00/00/0000	00/00/0000
2	Mobilization	1 Month	00/00/0000	00/00/0000	00/00/0000
0	Mobilization	1 Month	00/00/0000	00/00/0000	00/00/0000
1	Construction Management	4 Months	00/00/0000	00/00/0000	00/00/0000
0	Construction Management	4 Months	00/00/0000	00/00/0000	00/00/0000
3	Construction Management	4 Months	00/00/0000	00/00/0000	00/00/0000
2	Construction Management	4 Months	00/00/0000	00/00/0000	00/00/0000
2	Construction/ Inspection	3 Months	00/00/0000	00/00/0000	00/00/0000
1	Construction/ Inspection	3 Months	00/00/0000	00/00/0000	00/00/0000
0	Construction/ Inspection	3 Months	00/00/0000	00/00/0000	00/00/0000

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANT PROGRAM

Project Management Report

Disaster Number	FEMA Project Number	Amendment Number	App ID	State	Recipient
4353	49-R	3	195	CA	Statewide

Subrecipient: Oxnard

FIPS Code: 111-54652

Project Title : Oxnard, City of, Main Police Station Emergency Backup Generator

Work Schedule Status

Amend #	Description	Time Frame	Due Date	Revised Date	Completion Date
3	Construction/ Inspection	3 Months	00/00/0000	00/00/0000	00/00/0000
0	Project Close-out	1 Month	00/00/0000	00/00/0000	00/00/0000
3	Project Close-out	1 Month	00/00/0000	00/00/0000	00/00/0000
1	Project Close-out	1 Month	00/00/0000	00/00/0000	00/00/0000
2	Project Close-out	1 Month	00/00/0000	00/00/0000	00/00/0000
3	Grant Close-out	3 Month	00/00/0000	00/00/0000	00/00/0000
1	Grant Close-out	3 Month	00/00/0000	00/00/0000	00/00/0000
2	Grant Close-out	3 Month	00/00/0000	00/00/0000	00/00/0000
0	Grant Close-out	3 Month	00/00/0000	00/00/0000	00/00/0000

Approved Amounts

Total Approved Net Eligible	Federal Share Percent	Total Approved Federal Share Amount	Non-Federal Share Percent	Total Approved Non-Fed Share Amount
\$788,100.00	75.000000000	\$591,075.00	25.000000000	\$197,025.00

Allocations

Allocation Number	IFMIS Status	IFMIS Date	Submission Date	FY	ES/DFSC Support Req	ES/DFSC Amend Nr	Proj Alloc Amount Fed Share	Subrecipient Management Cost	Total Alloc Amount
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29	A	10/27/2020	10/27/2020	2021	3231141	2	\$0.00	\$19,407.76	(\$34,148.37)
44	A	12/21/2021	12/21/2021	2022	4788162	1	\$0.00	\$600.24	\$412,989.22
75	A	10/25/2023	10/24/2023	2024	18914893		\$290,955.00	\$0.00	\$290,955.00
Total							\$591,075.00	\$20,008.00	\$1,743,360.85

Obligations

Action Nr	IFMIS Status	IFMIS Date	Submission Date	FY	SFS Support	SFS Amend	Suppl Nr	Project Obligated Amt - Fed Share	Subrecipient Management Cost	Total Obligated Amount
1	A	01/29/202	01/28/2020	2020	2944360	0	31	\$300,120.00	\$0.00	\$300,120.00
2	A	10/28/202	10/28/2020	2021	3281797	1	48	\$0.00	\$19,407.76	\$19,407.76
3	A	12/29/202	12/29/2021	2022	5161449	2	84	\$0.00	\$600.24	\$600.24
4	A	10/25/202	10/25/2023	2024	18916283	3	122	\$290,955.00	\$0.00	\$290,955.00
Total								\$591,075.00	\$20,008.00	\$611,083.00

23:22:22

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4353-195-49

Title: Main Police Station Generator

NEPA DETERMINATION

Non Compliant Flag: No	EA Draft Date:	EA Final Date:
EA Public Notice Date:	EA Fonsi	Level: CATEX
EIS Notice of Intent	EIS ROD Date:	
Comment The City of Oxnard, Ventura County, Oxnard, CA proposes to upgrade the City Police Station's 210 kW generator to a 305kW generator in order to support the essential functions of the facility (251 S C St, Oxnard / 34.200805, -119.181525). The upgraded generator and associated components would be supported by a 36" thick reinforced concrete pad housed in a concrete structure for noise mitigation. The entire area of the proposed concrete structure will be 1,000 square feet, and approximately 50 cubic yards of material would be excavated. This project has been determined to be Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and FEMA Directive 108-1-1 as authorized by DHS Instruction 023-01-001-01, Revision 1. Categorical Exclusion N18 (federal assistance for construction or installation of structures, facilities, or equipment to ensure continuity of operations) has been applied. Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding. - dcohen3 - 01/16/2020 21:06:18 GMT		

CATEX CATEGORIES

Catex Category Code	Description	Selected
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EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
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RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4353-195-49

Title: Main Police Station Generator

Environmental Law/ Executive Order	Status	Description	Comment
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	Completed	Coordination required with applicable state administering agency - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	
Executive Order 11988 - Floodplains	Completed	No effect on floodplain/flood levels and project outside floodplain - Review concluded	The project is located in Zone X, as shown on FIRM 06111C0910E, effective 1/20/2010. - dcohen3 - 01/16/2020 20:57:59 GMT
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	Per the U.S. Fish and Wildlife Service Wetland Mapper viewed on January 16, 2020, the project is located outside of wetlands and not likely to result in any potential direct impacts that will adversely affect wetlands. - dcohen3 - 01/16/2020 20:58:47 GMT
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	There are low income or minority populations in or near project area, however the project activities and impacts will not result in a disproportionately high and adverse impact on these groups. - dcohen3 - 01/16/2020 20:59:12 GMT
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	
Endangered Species Act (ESA)	Completed	No listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action - Review concluded	Based on the type of activities and area of potential effect as described in the scope of work, this project has been determined to have no effect on Federally listed threatened and endangered species or critical habitat. See attached No Effect Determination completed by FEMA Biologist, Emma Gosliner. - dcohen3 - 01/16/2020 19:47:48 GMT

23:22:22

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4353-195-49

Title: Main Police Station Generator

Environmental Law/ Executive Order	Status	Description	Comment
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	Project located within the Pacific Flyway zone. Activities associated with this project do not have the potential to take migratory birds. - dcohen3 - 01/16/2020 20:52:45 GMT
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Applicable executed Programmatic Agreement. Activity meets Programmatic Allowance (enter date and # in comments) - Review concluded	This Undertaking was reviewed by Marjorie Nowick who meets the Secretary of the Interior's professional qualifications for archaeology and architectural history per Stipulation I.A.1.b of the Section 106 Programmatic Agreement among FEMA, the California State Historic Preservation Officer (SHPO), and California Governor's Office of Emergency Services (Cal OES) executed on October 29, 2019 (Agreement). It is proposed to replace and install a new upgraded generator by removing the existing generator, demolishing the existing generator pad, and installing a new generator in a housing immediately adjacent to the existing Police Building. The generator would be in a housing and on a pad, 23x33. The Police Building is a large pre-cast concrete Brutalist-type building constructed 1977 so is less than 45 years old. The location where the generator is proposed to be installed is previously disturbed. Given this, this Undertaking meets Programmatic Allowance II.D.2.a.(Appendix B of the Agreement) Per Stipulation II.A.1 of the Agreement, no review by or notification to the SHPO is required. - mnowick - 01/16/2020 21:59:27 GMT
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

23:22:22

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4353-195-49

Title: Main Police Station Generator

CONDITIONS

Special Conditions required on implementation of Projects:

The Subrecipient is responsible for complying with all applicable subparts of the Clean Air Act. Failure to comply with this condition may jeopardize federal assistance, including funding. Any change to the approved scope of work will require re-evaluation for compliance with the Clean Air Act.

Source of condition: Clean Air Act (CAA)

Monitoring Required: No

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

PROJECT ASSURANCES FOR FEDERAL ASSISTANCE HAZARD MITIGATION GRANTS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact California Governor's Office of Emergency Services (Cal OES). Further, certain federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, Federal Office of Inspector General 2 CFR 200.336, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance-awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gains.
8. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.), which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

9. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibit discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made, and (j) the requirements on any other nondiscrimination statute(s) which may apply to the application.
10. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
11. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$5,000 or more.
12. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.O. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.O. 93-205).
13. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

14. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
15. Will comply with Standardized Emergency Management (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447 and 2448.
16. Subrecipients expending \$750,000 or more in federal grant funds annually are required to secure an audit pursuant to OMB Uniform Guidance 2 CFR Part 200, Subpart F. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996.
17. Will disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with §200.112.
18. Will comply with all applicable requirements of all other federal laws, Executive Orders, regulations and policies governing this program.
19. Has requested through the State of California, federal financial assistance to be used to perform eligible work approved in the subrecipient application for federal assistance. Will, after the receipt of federal financial assistance, through the State of California, agree to the following:
 - a. The state warrant covering federal financial assistance will be deposited in a special and separate account, and will be used to pay only eligible costs for projects described above;
 - b. To return to the State of California such part of the funds so reimbursed pursuant to the above numbered application, which are excess to the approved actual expenditures as accepted by final audit of the federal or state government.
 - c. In the event the approved amount of the above numbered project application is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
20. The non-Federal entity for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award §200.113. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for noncompliance, including suspension or debarment.
21. Will not make any award or permit any award (subaward or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension."

"I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly
authorized by the City of Oxnard
(Name of Organization)

to enter into this agreement for and on behalf of said subrecipient, and by my signature do bind
the subrecipient to the terms thereof .

Alexander Nguyen
Printed Name of Authorized Applicant's Agent

City Manager
Title

Signature of Authorized Applicant's Agent

Date

Authorization

I, Alexander Nguyen , do hereby certify as the authorized representative or
Printed Name

officer of the City of Oxnard , that the information contained in this
Name of Organization

application is true and correct.

Title

Signature

Date

HAZARD MITIGATION GRANTS PROGRAM:

NOTIFICATION TO SUBGRANTEES GRANT ADMINISTRATION PROCEDURES

1. ADMINISTRATIVE DOCUMENTS

The administrative documents included with this package must be completed, signed by an authorized representative of the subgrantee and received by California Office of Emergency Services (Cal OES) before any payments can be processed. These forms include:

- (1) Subgrantee Assurances;
- (2) Designation of Applicant's Agent Resolution; and
- (3) Grant Award Face Sheet.

Completed forms must be mailed to:

California Governor's Office of Emergency Services (Cal OES)
Hazard Mitigation Grants Division
3650 Schriever Avenue
Mather, California 95655

2. WORK SCHEDULES

The subgrantee must provide Cal OES with a projected work schedule within thirty (30) days of receipt of this obligation package. This is a one-time-only report. It should outline the proposed work schedule for the approved activity, including milestones. The milestones listed in your work schedule will be used to measure the progress reported to Cal OES in the Quarterly Reports.

Please provide a separate report for each grant. The work schedule should include the following information.

- **Table/Chart or Graph** - Create a table, chart or graph depicting your proposed work schedule by major milestones (activities/measures) from the time of initiation to completion of proposed activity.
- **Time line** - How long you anticipate the activity will take to complete (in months).
- **Phases** - Explain in some detail, if you plan to perform your activity in several phases, and why.
- **Completion Dates** – Schedule cannot exceed 3 years from the approval date.

The Work Schedule should be sent to:

California Governor's Office of Emergency Services (Cal OES)
Hazard Mitigation Grants Division
3650 Schriever Avenue
Mather, California 95655

3. PROCUREMENT/COMPETITIVE BIDS PROCESS

All contract/procurement transactions must be carried out in a manner consistent with financial administrative requirements found in Title 44 of the Code of Federal Regulations (44CFR) Part 13 Section 13.36.

4. ALLOWABLE COSTS AND REIMBURSEMENTS

Once Federal Emergency Management Agency (FEMA) approves a total eligible activity cost and obligates funding, Cal OES can process reimbursement requests for eligible activities. Payments are made on a reimbursement basis and no funds will be disbursed for activities that are not consistent with the approved scope of work. Activity expenditures will be reimbursed at 75% of eligible costs. Additionally, Cal OES will withhold retention of 10% from each reimbursement request. The retention amount will be released to the subgrantee upon completion of the closeout process and notification of acceptance from FEMA.

Reimbursement requests must be submitted to Cal OES on a Hazard Mitigation Reimbursement Form. The form must be signed by the subgrantee's designated authorized agent.

Should the subgrantee be able to complete this work for less than the maximum allowable costs, the subgrantee will be reimbursed at 75% of the actual costs. Any remaining funds will be deobligated. If activity costs exceed the maximum allowable costs, the subgrantee will be reimbursed at 75% of the FEMA approved activity cost.

5. COST OVERRUNS (HMGP Only)

Cost over-runs can be considered for HMGP grants if available funding exists in the declared disaster.

Cost over-runs will be indicated by quarterly progress reports and may be verified by activity inspection. All cost over-runs must be requested before expenditure of costs in excess of the total approved activity costs. Costs in excess of total approved activity costs expended before approval of cost over-runs will not be considered eligible HMGP expenditures. All cost over-runs must be justified by the subgrantee and supported by a benefit-cost analysis prepared using the FEMA benefit-cost models. Unjustified over-runs will be denied by Cal OES. Subgrantees shall obtain written prior approval for any budget change that result in the need for additional federal funds. The request must be signed by the subgrantee's designated authorized agent. A Grant Award Amendment form signed by the subgrantee's designated authorized agent may be required prior to approval. A new proposed budget and match letter must also be included.

There is no guarantee that HMGP funds will be available to cover cost over-runs.

6. SCOPE OF WORK CHANGES

Any requests for changes to the approved scope of work must be consistent with program guidance and regulations, must be submitted to Cal OES and signed by the subgrantee's designated authorized agent. Pre-approval is required before the start of any activity not included in the approved scope of work. Costs associated with any activity that is not included in the approved scope of work are not eligible for reimbursement. Any change to the approved scope of work that results in new budget line items, require pre-approval of the proposed activities.

The following will be required to accompany the request:

- Description of the new work;
- New revised budget; and
- Environmental review if the proposed change in scope is outside the previously approved project.

7. QUARTERLY REPORT PROCEDURES

Subgrantees are required to submit progress reports to Cal OES on a quarterly basis until the end of the approved performance period or the activity is complete. Quarterly Reports will not be required of activities with duration of less than three months. A single report for such short-term activities will satisfy reporting requirements.

The first Quarterly Report is due to Cal OES within three months following the activity initiation. Quarterly Reports will thereafter be numbered consecutively by quarter and year (e.g. a 24 month project is required to submit 8 quarterly reports.) The following is the schedule for the Quarterly Reports:

First Reporting Period:	Jan. 01 - March 31	Report due by April 15
Second Reporting Period:	April 01- June 30	Report due by July 15
Third Reporting Period:	July 01- Sept. 30	Report due by Oct. 15
Fourth Reporting Period:	Oct. 01 – Dec. 31	Report due by Jan. 15

Quarterly Reports shall include, at a minimum:

- A. The status and completion date for the activity funded, including any problem or circumstances affecting the completion date, scope of work, or costs which are expected to result in noncompliance with the approved grant conditions; and
- B. A description of milestones completed in accordance with the work schedule provided by the subgrantee. The milestones declared in the subgrantee's work schedule will be applied as a standard of the activity's progress.

Cal OES will review subgrantee reports to identify activities requiring special attention or inspection. The Governor's Authorized Representative will review

the reports and forward a report to the FEMA Regional Director on the status of each grant.

Cal OES will suspend reimbursements to subgrantees that are not current in the submission of quarterly progress reports. Reimbursement requests received for suspended grants will be returned to the subgrantee.

Quarterly Reports must be sent to:

California Governor's Office of Emergency Services
Hazard Mitigation Grants Division
3650 Schriever Avenue
Mather, California 95655

8. INSPECTIONS

Cal OES reserves the right to inspect all activities for compliance. Cal OES may require the subgrantee to perform a final inspection and prepare a report. If inspections and review of the subgrantee support documentation reveal problems in performance of work and/or the documentation of such work, Cal OES shall require the subgrantee to correct the deficiencies before close-out.

9. PERFORMANCE PERIOD EXTENSIONS

All performance period extension requests must be in writing and include:

- The dates and provision of all previous extensions on this activity;
- A detailed explanation for the delay; and
- A revised activity work schedule.

All performance period extension requests must be submitted to Cal OES and signed by the subgrantee's designated authorized agent. Any costs incurred outside of an approved performance period will not be considered eligible activity costs.

Requests for time extensions must be submitted to Cal OES no later than ninety (90) days prior to the end of the current approved performance period. A Grant Award Amendment form signed by the subgrantee's designated authorized agent may be required prior to the extension being approved.

Cal OES will notify the subgrantee of the determination.

10. FINAL REPORTS

Final Claims must be filed using the Final Claim form. All activity costs are subject to audit; therefore, adequate documentation is required to verify the scope of work and the activity costs. All activity documentation must be retained by the subgrantee for three years from receipt of their audit waiver letter. The subgrantee shall submit a final report package to Cal OES when the activity has been completed. The documentation required is dependent on the type of activity. The Final Report package must include at least the following:

Hazard Mitigation Grants Branch Notification to Subgrantees (Revised 9/10/20)

- A Final Claim form;
- A report of accomplishments and results;
- A Budget Summary; and
- Photographs/materials.

Payment of the 10% retention will be processed upon completion and approval notification from FEMA.

11. AUDITS

Cal OES may request an audit of any funds disbursed to a subgrantee at any time, regardless of the amount. Each subgrantee is required to provide reasonable and timely access to all records. Subgrantees that expend combined federal awards above \$500,000 must submit audit reports consistent with the requirements of Office of Management and Budget OMB Circular A-133. Such audits of subgrantees will be conducted in accordance with the requirements of the Single Audit Act amendments of 1996 (PL 104-156). Records must be retained by the subgrantee for three years from receipt of their audit waiver letter.

12. MONITORING

In order to provide reasonable assurance of compliance with applicable Federal and State laws and regulations, and to comply with Cal OES's administrative oversight responsibilities, subgrantee activities shall be monitored and associated finding (s) and program deficiencies resolved through viable corrective action plans. Financial and administrative compliance monitoring is comprised of desk reviews, as well as field reviews, of specific subgrantee information and supporting financial documentation and books of record.

13. APPEALS (HMGP Only)

A subgrantee may appeal any determination made by FEMA relative to grant assistance by submitting justification in writing to Cal OES within sixty (60) days of the action being appealed. Appeals must be submitted through the Governor's Authorized Representative (GAR). Subgrantees must provide sufficient information to allow the GAR to determine the facts and validity of the request.

Cal OES will review the appeal material submitted, make any additional investigations necessary and forward the appeal with a written recommendation to the FEMA Regional Director within sixty (60) days.

The FEMA Regional Director shall notify Cal OES as to the disposition of the subgrantee's appeal or need for additional information within ninety (90) days following receipt of all related information. If the decision is to grant the appeal, the Regional Director will take appropriate implementing action.

If the Regional Director denies the appeal, the subgrantee may submit a second appeal in writing to the GAR. The GAR reviews the second appeal and Hazard Mitigation Grants Branch Notification to Subgrantees (Revised 9/10/20)

may forward it to the FEMA Associate Director through the FEMA Regional Director. Such appeals shall be made in writing and shall be submitted not later than sixty (60) days after receipt of notice of the Regional Director's denial of the first appeal. The Associate Director shall render a determination on the GAR's appeal within ninety (90) days following receipt of all related information. The Associate Director's determination is final.

In rendering such determinations, the Associate Director may, in those cases involving appeals of a highly technical nature, refer the appeal to an independent scientific or technical body for review. The GAR must first agree to such a process, including a waiver of the ninety (90) day time limitation for appeal resolution, as well as sharing the cost of such reviews.

See Part 44 of the Code of Federal Regulations (44CFR) Section 206.440.

Standard Mitigation Grant Program (HMGP) Conditions

FEMA Region IX, August, 2018

The following list applies to Recipients and Subrecipients accepting HMGP funds from the Federal Emergency Management Agency (FEMA) of the Department of Homeland Security (DHS):

1. **Applicable Federal, State, and Local Laws and Regulations.** The Recipient/Subrecipient must comply with all applicable Federal, State, and Local laws and regulations, regardless of whether they are on this list or other project documents. DHS financial assistance Recipients and Subrecipients are required to follow the provisions of the State HMGP Administrative Plan, applicable Hazard Mitigation Assistance Uniform Guidance, and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located in Title 2 of the Code of Federal Regulations (CFR) Part 200, adopted by DHS in 2 CFR 3002.
2. **Financial Management Systems.** The Recipient and Subrecipient must maintain financial management systems to account for and track funds, as referenced in 2 CFR 200.302.
3. **Match or Cost Share.** Non-federal match or cost share must comply with 2 CFR 200.306, the scope of work (SOW), and any agreements among the Subrecipient, the Recipient, and FEMA.
4. **Budget Changes.** Unanticipated adjustments are permitted within the approved total cost. However, if costs exceed the federal share, the Subrecipient must notify the Governor's Authorized Representative (GAR) of overruns before implementation. The GAR shall submit a written request for approval to FEMA Region IX. The subaward must continue to meet HMGP requirements, including cost effectiveness and cost share. Refer to 2 CFR 200.308 for additional information.
5. **Real Property and Land.** The acquisition, use, and disposition must comply with 2 CFR 200.311.
6. **Equipment.** The acquisition, use, and disposition must comply with 2 CFR 200.313.
7. **Supplies.** Upon project completion, FEMA must be compensated for unused supplies, exceeding \$5,000 (fair market value), and not needed for other federal programs. Refer to 2 CFR 200.314.
8. **Procurement.** Procurement procedures must be in conformance with 2 CFR 200.318-320.
9. **Monitoring and Reporting Program Performance.** The Recipient and Subrecipient must submit quarterly progress reports, as referenced in the 2 CFR 200.328 and State HMGP Administrative Plan.
10. **Records Retention.** In accordance with 2 CFR 200.333, financial/ programmatic records related to expenditures must be maintained at least 3 years after the date of Recipient's final expenditure report.
11. **Enforcement and Termination.** If the Recipient or Subrecipient fails to comply with the award or subaward terms, whether stated in a Federal statute or regulation, the State HMGP Administrative Plan, subapplication, a notice of award, an assurance, or elsewhere, FEMA may take one or more of the actions outlined in 2 CFR 200.338, including termination or partial termination of the award or subaward outlined in 2 CFR 200.339.
12. **Allowable Costs.** Funds are to be used for allowable costs in compliance with 2 CFR 200.403, the approved SOW, and any agreements among the Subrecipient, Recipient, and FEMA.

13. **Non-Federal Audit.** The Recipient and Subrecipient are responsible for obtaining audits in accordance with the Single Audit Act of 1984, in compliance with 2 CFR 200.501.
14. **Debarred and Suspended Parties.** Recipients and Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 CFR 180. These regulations restrict federal financial assistance awards, subawards, and contracts with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in the federal assistance programs or activities.
15. **Equipment Rates.** Rates claimed for use of Subrecipient-owned equipment in excess of the FEMA-approved rates must be approved under State guidelines issued by the State Comptroller's Office or must be certified by the Recipient to include only those costs attributable to equipment usage less any fixed overhead and/or profit.
16. **Duplication of Funding between Public Assistance (PA) and HMGP.** Funding for PA Section 406 and HMGP Section 404 are permitted on the same facility/location, but the activities identified under each program must be distinct with separately accounted funds. At closeout, FEMA may adjust the funding to ensure the Subrecipient was reimbursed for eligible work from only one funding source.
17. **Historic Properties and Cultural Resources.** In compliance with 2 CFR 800, if a potential historic property or cultural resource is discovered during construction, the Subrecipient must cease work in the area and take all reasonable measures to avoid or minimize harm to the discovered property/resource. During construction, the Subrecipient will monitor ground disturbance activity, and if any potential archeological resources are discovered, will immediately cease work in that area, and notify the Recipient and FEMA. Construction in the area may resume with FEMA's written approval after FEMA's consultation, if applicable, with the State Historic Preservation Officer (SHPO).
18. **NEPA and Changes to the Scope of Work (SOW).** To comply with the National Environmental Policy Act (NEPA), and other Laws and Executive Orders, any change to the approved SOW shall be re-evaluated before implementation. Construction associated with a SOW change, prior to FEMA approval, may be ineligible for funding. Acceptance of federal funding requires environmental permits and clearances in compliance with all appropriate federal, state and local laws, and failure to comply may jeopardize funding.

Within their authority, the Recipient and Subrecipient must use of all practicable means, consistent with other essential policies, to create and maintain productive harmony for people and nature, and fulfill the social, economic, and other needs of present and future generations of Americans.

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 _____

_____ (“Principal”)

(Name and address of Contractor)

a contract (the "Contract") for the Work described as MAIN POLICE STATION EMERGENCY BACKUP GENERATOR PROJECT SPECIFICATION NO. PD 22-66.

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 _____ Dollars (\$ _____), this
 amount being not less than one 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: _____

Its: _____

(Seal)

(Seal)

Notes: 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. 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. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____

(Name and address of Contractor) ("Principal")

a contract (the "Contract") for the Work described as MAIN POLICE STATION EMERGENCY
BACKUP GENERATOR PROJECT SPECIFICATION NO. PD 22-66.

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 _____
Dollars (\$ _____), this
amount being not less than one 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: _____

Its: _____

(Seal)

(Seal)

Notes: 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. 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.



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

DATE: July 21, 2020

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program Emergency Backup Generators Budget Appropriation.

RECOMMENDATION

That the City Council authorize:

1. The recognition and appropriation of FEMA Hazard Mitigation Grant Program funding for the Oxnard Shores Emergency Backup Generator Project #PJ0460 in the amount of \$79,833 with a grant award of \$59,875 and a City match of \$19,959 to Wastewater Emergency Backup Generator Project No. 206604;
2. The recognition and appropriation of FEMA Hazard Mitigation Grant Program funding for the Main Police Station Emergency Backup Generator Project #DR-4353-0195 in the amount of \$400,160 with a grant award of \$300,120 and a City match of \$100,040 to the Police Emergency Backup Generator Project No. 662164.

BACKGROUND

On July 10, 2018, City Council authorized the submittal of an application to the California Office of Emergency Services (Cal OES) Hazard Mitigation Grant Program (HMGP) for emergency backup generators for the Sewer Lift Station 4 serving the Oxnard Shores Neighborhood (Oxnard Shores) and for the Oxnard Police Department headquarters (Police). The Oxnard Shores project will provide a fuel efficient and reliable backup energy source for the lift station in the event of a system power failure. The Police project ensures that the Police Department headquarters has a reliable backup power system that can power modern communication and computer equipment at the facility and is also included in the City's Capital Improvement Program.

CIP Reference:

Project No. **202102** - Police Station Emergency Backup Generator - CIP 2020-2025 - Adopted June 16, 2020 - Page 57.

DISCUSSION

In late 2019, the City received a grant application approval letter stating that the Oxnard Shores Emergency Backup Generator Project was approved for grant funding for a total project cost of \$79,833.00. The grant award is for \$59,874.75 which is 75% of the total project cost. There is a 25% City match requirement amount of \$19,958.25 which has been identified.

On February 25, 2020, the City received a grant application approval letter notifying that the Main Police Station Emergency Backup Project was approved for grant funding for a total project cost of \$400,160.00. The grant award is for \$300,120.00 which is 75% of the total project cost. There is a 25% City match requirement amount of \$100,040 which has been identified.

The Oxnard Shores Emergency Backup Generator Project was the first HMGP grant awarded to the City, with the Main Police Station Emergency Generator Project being the second. The City currently has three (3) additional HMGP grant applications still in review by FEMA which are expected to be awarded in FY 2020-21.

Oxnard Shores Emergency Backup Generator Project

The City of Oxnard Wastewater Division owns and operates 15 sewer lift stations that convey sewage to the 18 million gallon per day Wastewater Treatment Plant. Each lift station is powered by a connection to a Southern California Edison (SCE) electrical system. Although SCE power is usually reliable, backup generators are utilized to ensure the continued operation of lift stations in the event of a power disruption. It is crucial that sewer lift stations have dedicated backup power sources to reduce the possibility of a sanitary sewer overflow (SSO). Currently, Lift Station 4 in the Oxnard Shores neighborhood does not have a dedicated backup power source and relies on leased generators for emergency needs.

The Wastewater Division has procured a portable Multiquip diesel generator that is not only energy efficient, but also operates quietly for use in residential neighborhoods. The procurement of the portable generator fulfills the need to have an effective, reliable backup power source at the Lift Station 4 and reduce the risk of an interruption of power and a potential SSO. The backup generator will ensure the continued operation of the lift station during system power loss, and support the local surrounding communities with its essential function.

Main Police Station Emergency Backup Project

The Police headquarters building is central to Oxnard's public safety and emergency operations. The facility supports 249 officers and 122 civilian employees, temporary detention, and essential communications functions. Among the critical components of the Police headquarters building is the Emergency Communications Center (Center). The Center operates twenty-four (24) hours daily, and is staffed by public safety dispatchers. During 2017 (the data year used in the grant application), the Center processed over 375,000 telephone calls, including 911 calls. The Center is a designated public safety answering point for not only police-related calls, but also for those related to fire and EMS service. In the case of fire and EMS calls, they are first received and assessed in the Center, then forwarded to the Ventura County Fire Department's answering center. The Center serves as the communication link to field units for both radio and mobile data computers. The Police headquarters building houses a temporary holding facility in which arrestees are booked. During the course of an average day, approximately 18 to 20 persons are held in this facility for periods of up to six (6) hours as they are being processed, interviewed and booked.

The current 210 kW generator, installed during the original building construction, has proven to no longer be adequate to support the essential functions required of the facility. In January 2016, a power failure rendered the center ineffective for approximately two hours. Incoming calls could not be received, and radio transmission functionality in the Center was lost. The perimeter gates also failed and had to be manually opened, posing a potential security risk. While the booking facility fortunately did not have arrestees, the incident was a clear reminder of the vulnerabilities of this essential facility to periods of power interruption. During the period following a disaster event, when the potential for crimes of opportunity and other criminal activity may increase and the need for communication and coordination of enforcement is more pronounced, a lack of operational function would become a significant issue.

The project will implement an effective, reliable backup power source at the Police headquarters building that will insure its continued operation in the event of an interruption of power. Continued operation allows the facility to remain in service following a disaster, and support the communications and coordination efforts associated with its essential function. The continued operation will support dispatch, 911 call center, detention and administrative functions of the Police headquarters building that allows for continued service and protection of the City. The procurement of a 305kW generator for the Police headquarters building will allow this critical facility to retain its serviceability in the event of a power outage and continue performing its required public safety and emergency operational functions.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

The total cost for the Oxnard Shores Emergency Backup Generator Project No. 206604 is \$79,833.00 which includes the HMGP grant award of \$59,875 and City matching funds of \$19,959. Staff requests authorization to recognize and appropriate \$59,874.75 in HMGP grant funding for the purchase of a generator in FY 2019-20. There is sufficient budget appropriation in the Wastewater Operating Fund (621-6205-891-86-06) of \$19,958 for the 25% match required. The generator has been purchased and grant funding will be exhausted in FY 2019-20.

The total cost for the Main Police Station Emergency Backup Project No. 662164 is \$400,160 which includes the HMGP grant award of \$300,120 and City matching funds of \$100,040. Staff requests authorization to recognize and appropriate \$300,120 in HMGP grant funding to purchase a generator as well as appropriate \$100,040 in City matching funds to be transferred from the General Fund Contingency account (101-1001-801-88-02) to the Capital Outlay Fund (account 301-2110-826-86-06) for FY 2019-20.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. BA -Hazard Mitigation Grants (Police & WW Generators)
2. FEMA Grant Application Approval - Oxnard Shores Generator
3. FEMA Grant Application Approval - Police Station Generator
4. Resolution 15,157 - Approving Submittal of Grant Application



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.9

DATE: September 3, 2024

TO: City Council

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

SUBJECT: Seventh Amendment to Agreement 8231-18-PW with m6 Consulting Inc. for On-Call Professional Engineering Services.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Seventh Amendment to Agreement 8231-18-PW with m6 Consulting Inc. in the amount of \$95,000 for a new, not to exceed contract amount of \$995,000 for On-Call Professional Engineering Services and extend the term date from December 31, 2024 to December 31, 2025.

(This item did not originate in committee because it is a continuation of an item previously approved by the City Council.)

BACKGROUND

The City requires on-call professional consultants for specialized work in order to complete various projects, including those associated with the Capital Improvement Program (CIP). Due to the nature of these tasks and the significant amount of active CIP projects now and anticipated in the near-future, Public Works does not have the internal resources to dedicate solely to these projects and therefore utilizes these outside providers on CIP projects and related tasks. Additionally, projects with grant funding are subject to a tight timeline and as such, consultants are able to take on projects to help with the large workload to ensure timely completion and avoid losing grant funding.

The Professional Services under this On-Call Agreement is carried out via task orders for each individual project or assignment. The work associated with this amendment is listed in the Scope of Services Exhibit attached hereto.

DISCUSSION

Professional services under this agreement will be provided through task orders for individual projects assigned by the City and under the supervision of a Project Manager or the City Engineer. The task order proposal received from the consultant will typically include a concise description of the scope of work to be performed by the consultant and a schedule for completion of the work. It is the consultant's responsibility to determine the best and most cost-effective method to complete the work so that the assigned task order can be completed to the satisfaction of the City.

For this present request, m6 Consulting Inc. (m6), has provided various services for the City under Agreement A-8231 that was approved by City Council in July 2018. The Agreement with m6 was originally in the amount not to exceed \$175,000 and has since been amended six times to extend the term dates and add additional funds.

1. The First Amendment was approved in March 2019 extending the Agreement to April 1, 2020.
2. The Second Amendment was approved in May 2019 for a new not to exceed amount of \$200,000.
3. The Third Amendment was approved in June 2019 for a new not to exceed amount of \$450,000 and extending the Agreement to February 28, 2021.

4. The Fourth Amendment was approved in February 2021 for a new not to exceed amount of \$650,000 and extending the Agreement to February 28, 2022.
5. The Fifth Amendment was approved in February 2022 extending the Agreement to December 31, 2023.
6. The Sixth Amendment was approved in April 2023 for a new not to exceed amount of \$900,000 and extending the Agreement to December 31, 2024.

Supplementing City staff resources with contracted professional services is a tried-and-true practice, and is a vital tool that helps the City manage CIP and other projects effectively and efficiently. In this case, m6 continues to provide the City with valuable engineering expertise that is beneficial to the CIP, and to the recently staffed City Engineer position. Some of the CIP projects that m6 is actively working on are:

- Campus Park Activation
- City Hall and Annex Improvements
- 4th Street Mobility Improvements
- Durley Park Improvements
- Central Park Fountain

To continue providing the much-needed services through December 31, 2025, staff recommends adding additional funds in the amount of \$95,000 and increasing the not-to-exceed Agreement with m6 to \$995,000.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this Amendment with m6 shall not exceed \$95,000 with a new not to exceed total of \$995,000 for professional engineering services. Funding will be charged to a given project or funding source dependent upon the services performed by task orders. The respective Project Manager or City Engineer will ensure sufficient funding is available in the FY 2024-25 Adopted Budget or CIP project budget for related tasks prior to initiating task order or services performed.

COMMITTEE OUTCOME

This item did not originate in committee because it is a continuation of an item previously approved by the City Council.

Prepared by: Morgan Kessler, City Engineer

ATTACHMENTS

1. Seventh Amendment - Agreement 8231-18-PW
2. Original Agreement 8231-18-PW through Sixth Amendment

SEVENTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Seventh Amendment (“Seventh Amendment”) to the Agreement for Professional Services (“Agreement”) is made and entered into in the County of Ventura, State of California, this _____ day of _____, 20____, by and between the City of Oxnard, a municipal corporation (“City”), and M6 Consulting Inc. (“Consultant”). This Seventh Amendment amends the Agreement entered into on July 10, 2018, by City and Consultant. The Agreement previously has been amended on March 18, 2019, by a First Amendment, on May 28, 2019 by a Second Amendment, on June 4, 2019 by a Third Amendment, on February 16, 2021 by a Fourth Amendment, on February 3, 2022 by a Fifth Amendment, and on April 4, 2023 by a Sixth Amendment

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the date “December 31, 2024” is hereby deleted and replaced with the date “December 31, 2025”.
2. In Section 14a of the Agreement, the not to exceed amount of “900,000” is hereby deleted and replaced with “995,000”
3. Under this Amendment no additional task orders will be issued. This Amendment is to support the completion of current open task orders. Current open task orders include, Campus Park Activation, City Engineer Support Services, and Central Park Fountain Design
4. No additional amendments will be issued under this Agreement.
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

M6 CONSULTING INC.

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

Robert P. Woodward, CEO Date

Masoud Mahmoud, CFO ³ 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.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into in the County of Ventura, State of California, this 10th day of July, 2018, by and between the City of Oxnard, a municipal corporation ("City"), and M6 Consulting Inc. ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services.

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services including reviewing drafts of the Groundwater Sustainability Plan (the "GSP") provided by the Fox Canyon Groundwater Management Agency (the "GMA"), attending various GMA meetings regarding the GSP, and otherwise providing non-engineering consulting services regarding the GSP as more particularly set forth in various task orders issued in writing by the Manager as well as general grant writing and related services (the "Services"). In the event of any conflict between the terms of the Agreement and any exhibits or other incorporated document(s), the terms of the Agreement shall control.

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

3. Standard of Performance

Consultant agrees to undertake and complete the Services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

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. Consultant agrees that performing such services will not materially interfere with the Services to be performed for the City.



5. Coordination of Services

The Services shall be coordinated with Thien Ng, Assistant Public Works Director ("Manager"), subject to the direction of the City Manager or Department Manager.

6. Place of Work

Consultant shall perform the Services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

Consultant agrees to correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement pursuant to the schedule provided in each task order. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Masoud Mahmoud, CFO, as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of the Services, including a City business tax certificate.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall begin on the date first listed above and expire on April 1, 2019.

13. Termination

a. This Agreement may be terminated by City with or without cause and at no cost to the City if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant with or without cause and at no cost to the Consultant if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$175,000 for the Services at rates provided in Exhibit A attached hereto and incorporated by this reference in full herein.

b. The acceptance by Consultant of the final payment made under 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.

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants 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, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. 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.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the Services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services.

17. 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 appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("documents and materials") shall be the property of City and shall, upon completion of the Services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

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 Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to 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.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

21. Hold Harmless, Indemnity and Defense

a. To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless the Indemnified Party 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. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

b. 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 Indemnified Party 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 the Indemnified Party shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party. 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 Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. For services under both 21a and 21b, the review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

22. Insurance

a. Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in Exhibit INS-A, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

b. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-A. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-A.

c. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

23. Independent Contractor

a. City and Consultant agree that in the performance of the Services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's 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, or health, life, dental, long-term disability and workers' compensation insurance benefits.

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

25. Conflict of Interest

If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, section 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

26. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's

employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the Services performed by Consultant pursuant to this Agreement.

34. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

36. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

37. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the Services rendered or the amount of Consultant's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to M6 Consulting Inc., 4165 E. Thousand Oaks Blvd., Suite 355, Westlake Village, CA 91362, Attention: Masoud Mahmoud, CFO.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Public Works Administration, 305 W. Third Street—Third Floor, Oxnard, California 93030, Attention: Thien Ng, Assistant Public Works Director.

41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be

effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

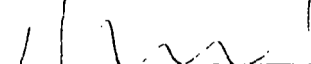
IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

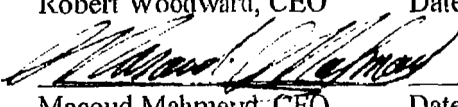
CITY OF OXNARD



Alexander Nguyen
City Manager
7/11/2018
Date

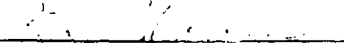
M6 CONSULTING INC.



Robert Woodward, CEO
6/19/2018
Date


Masoud Mahmoud, CFO
06/19/2018
Date

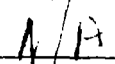
APPROVED AS TO FORM:



Stephen M. Fischer,
City Attorney

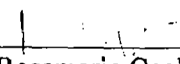
Date

APPROVED AS TO CONTENT:



Thieh Ng,
Assistant Public Works Director

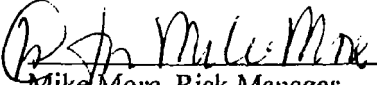
Date



Rosemarie Gaglione,
Public Works Director

Date

APPROVED AS TO INSURANCE:



Mike More, Risk Manager
7/6/18
Date

EXHIBIT A

COMPENSATION RATES

Hourly Public Works/Land Services:

Project Manager.....	\$165.00
Project Director.....	\$195.00
Project Engineer.....	\$150.00
Project Designer.....	\$100.00
CAD Drafter.....	\$110.00
Hydrology/Hydraulic Engineer.....	\$165.00
Structural Engineer.....	\$165.00
Construction Manager.....	\$150.00
Inspector.....	\$115.00
Map Review/City Surveyor.....	\$185.00
1 Man Survey Crew.....	\$205.00
2 man Survey Crew.....	\$250.00
Minimum Survey Trip Charge.....	\$750.00
Office Survey/Mapping.....	\$165.00
Soils/Geotechnical Engineer.....	\$175.00
Principal Engineer.....	\$225.00

Rates are increased by a factor of 1.5 times for overtime, and for holiday and weekend assignments. All rates are subject to a 2% increase annually on January 1st.

MISCELLANEOUS CHARGES: Hourly

Administration/Tech Aide.....	\$64.00
Direct Costs.....	Cost + 15%
Outside Reproduction.....	Cost + 15%
Materials & Expenses.....	Cost + 15%
Mileage (Portal to Portal).....	\$0.54/mile

**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.

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

City of Oxnard
Insurance Compliance
Reference No. 8231-18-PW
P.O. Box 100085 - OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

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

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

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 SPACECOMPANY
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 [] 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				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****Attn: Insurance Compliance****Reference No. 8231-18-PW****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

Telephone:

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

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, "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. 8231-18-PW

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: _____



Purchasing Department
Purchasing Procedure

Negotiated Contract
Sole/Single Source Purchase

Purchasing requires written justification from the requesting department within the department explaining why this is the only source for the requirement.

Definition

Negotiated Contract: When no bids or no responsive bids are received/obtained, the purchasing manager is authorized to negotiate for written proposals without a formal solicitation process for a city contract.

Sole Source: Unique materials, supplies, equipment or services, which can be obtained from only one known source, proprietary equipment/technology, copyright, singular characteristics or performance capabilities or which have exclusive compatibility components with existing City products.

Single Source: A procurement decision whereby purchases are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available.

WRITTEN JUSTIFICATION

The below information is provided in support of my Department requesting approval for a sole/single source. *(Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.)*

1. Vendor Business Name: M 6 Consulting Inc.
2. Vendor contact information (email/phone#): Masoud@m6consultinginc.com
3. Vendor Identification Number: TBD
4. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide (if this is proprietary software, machinery, or hardware please provide a supporting letter from the manufacturer): Consultant has demonstrated their ability to perform and has the necessary expertise in applying for and obtaining grants with various other governmental agencies. See City of Goleta. \$19 million for a new train station.
5. What other products/services have been examined and rejected (State reason for rejection)? None.
6. If alternate products/services are available, would there be any additional costs to replace existing products/services? If yes, please estimate additional costs associated with the selection of an alternate product/service. As the grant application process is time sensitive, time is of the essence in obtaining this consultant's assistance for the application process.
7. Identify all costs for this requested purchase. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase exceeds the City Manager's authority (\$250,000), City Council approval must be obtained.

(Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)



Purchasing Department
Purchasing Procedure

Negotiated Contract
Sole/Single Source Purchase

Product/Service Description:	Fiscal Year:	Fiscal Year:	Fiscal Year:	Fiscal Year:
One-Time Costs (Describe):				
Ongoing Costs (Describe):	2019			
Annual Total Costs:	\$ 175,000			

8. Identify Funding Source(s) for all costs for this purchase, to include ongoing costs.

Funding Source	Fiscal year	Annual Amount
601-6010-842-928	2019	\$ 54,970
Various	2019	\$ 120,030
		\$

9. Period of Performance:

• From: July 2018 To: April 2019

10. List attachments. **Business Tax Certificate, Insurance, Scope, price list, proprietary confirmation from Manufacturer.**

OXNARD

Purchasing Department
Purchasing Procedure

Negotiated Contract
Sole/Single Source Purchase

Agreement

Amendment 1

Ebiz insurance ticket

Business License

I HEREBY CERTIFY THAT:

- 1) I am an approved department representative, and am aware of the City's requirements for competitive bidding, as well as, the criteria for justification for negotiated contract/sole/single source purchase.
- 2) I have gathered the required technical information and have made a concentrated effort to review comparable and/or equal equipment.
- 3) There is validity as to the information contained herein.
- 4) There is justification for a negotiated contract/sole/single source purchase noted above as it meets the City's criteria.
- 5) A negotiated contract/sole/single source purchase in this case would withstand an audit or a vendor's protest.

Department: Public Works

Requestor:

Please print

Authorized Department Director or designee: R. Gagliano

Please print/sign name

Date:

6-4-18

Below to be completed by Purchasing:

☒ Approved or ☐ Denied

Notes:

Budget: Beth Vo or Tanya Williams/

Date:

\$2,501 to \$5,000

Please sign

Purchasing Manager: Lisa Boerner/

Date: 7/6/18

Under \$25,000

Please Sign

ALEXANDER NGUYEN

City Manager:

Date:

\$25,001 to \$250,000

Please Sign

Mayor: Tim Flynn/

Date:

\$250,001 +

Please Sign

Tracking# 17-75

NTE \$175,000

Fy 18/19

OXNARD

Purchasing Department
Purchasing Procedure

Negotiated Contract
Sole/Single Source Purchase

Tracking #

Not to Exceed Amount:

FY:

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment ("First Amendment") to the Professional Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 18 day of March, 2019, by and between the City of Oxnard, a municipal corporation ("City"), and M6 Consulting, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on July 10, 2018, by City and Consultant.

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the date "April 1, 2019," is hereby replaced with the date, "April 1, 2020."

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

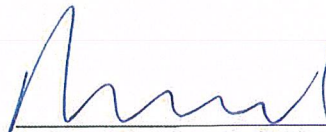
[Signatures on next page]

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

CITY OF OXNARD

M6 CONSULTING, INC.

 3.18.19
☐ Tim Flynn, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☒ Lisa Boerner, Purchasing Manager

 2/20/2019
 Robert Woodward, CEO Date
 2/28/19
 Masoud Mahmoud, CFO Date

APPROVED AS TO FORM:

 2/28/19
 Stephen M. Fischer, City Attorney (always required) Date

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

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Second Amendment ("Second Amendment") to the Professional Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 28 day of May, 2019, by and between the City of Oxnard, a municipal corporation ("City"), and M6 Consulting, Inc. ("Consultant"). This Second Amendment amends the Agreement entered into on July 10, 2018, and by a First Amendment on March 18, 2019, by City and Consultant.

City and Consultant agree as follows:

1. Section 1 of the Agreement (Scope of Services) is deleted in its entirety and replaced with the following:

"Consultant shall furnish City with professional consulting services including reviewing drafts of the Groundwater Sustainability Plan (the "GSP") provided by the Fox Canyon Groundwater Management Agency (the "GMA"), attending various GMA meetings regarding the GSP, non-engineering consulting services regarding the GSP, project/program management, capital project development and design management, project funding/financing (application, coordination, funding documentation and reimbursement requests), City engineering and extension of staff services, bid period services (bid package preparation, bidder communication, bid analysis and summary staff reports and recommendations.), interagency coordination and permitting, utility coordination, communication and permitting, grant writing and funding applications, public outreach and project presentations to City staff, Council and Commissions, floodplain management and FEMA coordination, disabled accessibility assessments for City buildings and facilities, program and ordinance development, policy and procedure development, staff training and any other professional services offered by Consultant. These services shall be provided through various task orders issued in writing by City management. In the event of any conflict between the terms of the Agreement and any exhibits or other incorporated document(s), the terms of the Agreement shall control."

2. In Section 12 of the Agreement, the date "April 1, 2020," is hereby replaced with the date, "October 31, 2020."
3. In Section 14a. of the Agreement (Compensation), the not to exceed amount is hereby changed to "\$200,000," and "Exhibit A" is replaced by "Exhibit A-1."
4. Exhibit A (Compensation Rates) is deleted in its entirety and replaced by Exhibit A-1.

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

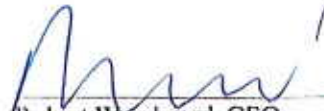
M6 CONSULTING, INC.



5/28/2019

- ☐ Tim Flynn, Mayor¹
☒ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager

Date



5/14/2019

Robert Woodward, CEO

Date

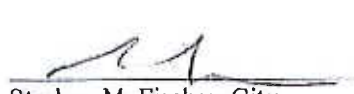


5/14/19

Masoud Mahmoud, CEO

Date

APPROVED AS TO FORM:



5/14/19

Stephen M. Fischer, City
Attorney (always required)

Date

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

**EXHIBIT A-1
COMPENSATION RATES**

Hourly Public Works Services

Project Manager	\$165.00
Project Director	\$195.00
Project Engineer	\$150.00
Project Designer	\$120.00
CAD Drafter	\$110.00
Hydrology/Hydraulic Engineer	\$165.00
Structural Engineer	\$165.00
Construction Manager	\$150.00
Inspector	\$115.00
Map Review/City Surveyor	\$185.00
1 Man Survey Crew	\$205.00
2 Man Survey Crew	\$250.00
Minimum Survey Trip Charge	\$750.00
Office Survey/Mapping	\$165.00
Soils/Geotechnical Engineer	\$175.00
Principal Engineer	\$225.00

Rates are increased by a factor of 1.5 times for overtime, and for holiday or weekend assignments. All rates are subject to a 2% annual increase on January 1st of each year of the contract.

Miscellaneous Charges

Administration/Tech Aide	\$64.00
Direct Costs	cost +15%
Outside Reproduction	cost +15%
Materials and Expenses	cost +15%
Mileages (portal to portal)	\$.54/mile

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Second Amendment ("Second Amendment") to the Professional Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 4th day of June, 2019, by and between the City of Oxnard, a municipal corporation ("City"), and M6 Consulting, Inc. ("Consultant"). This Third Amendment amends the Agreement entered into on July 10, 2018, by a First Amendment on March 18, 2019, and by a Second Amendment on May 21, 2019, by City and Consultant.

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the date "October 31, 2020," is hereby deleted and replaced with the date, "February 28, 2021."
2. In Section 14a of the Agreement, the not to exceed amount of "\$200,000" is hereby deleted and replaced with "\$450,000."

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

M6 CONSULTING, INC.

 6/4/19
☒ Tim Flynn, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager

 Robert Woodward, CEO Date

 Masoud Mahmoud, CFO Date

ATTEST:

 6/4/19
 Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

 5/23/19
 Stephen M. Fischer, City Attorney (always required) Date

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

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

CITY OF OXNARD

M6 CONSULTING, INC.

Tim Flynn 6/4/19

☒ Tim Flynn, Mayor
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager

Date

Robert Woodward 5/24/2019

Robert Woodward, CEO

Date

Masoud Mahmoud 5/24/19

Masoud Mahmoud, CFO

Date

ATTEST:

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

Date

APPROVED AS TO FORM:

Stephen M. Fischer 5/23/19

Stephen M. Fischer, City
Attorney (always required)

Date

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

FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Fourth Amendment ("Fourth Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 16 day of Feb., 2021, by and between the City of Oxnard, a municipal corporation ("City"), and M6 Consulting Inc. ("Consultant"). This Fourth Amendment amends the Agreement entered into on July 10, 2018, by City and Consultant. The Agreement previously has been amended on March 18, 2019, by Second Amendment, on May 28, 2019, and on June 4, 2019, by a Third Amendment.

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the date "February 28, 2021," is hereby deleted and replaced with the date, "February 28, 2022."
2. In Section 14a of the Agreement, the not to exceed amount of "\$450,000" is hereby deleted and replaced with "\$650,000."

3. The following shall be added to Section 14 of the Agreement:

"f. In accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Consultant 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 Consultant shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Consultant shall comply with all provisions of the Prevailing Wage Requirements, which is attached hereto as Exhibit B and incorporated herein by this reference."

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

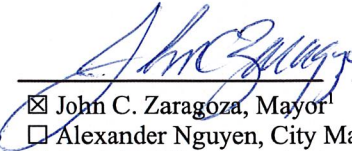
[Signatures on next page]



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

CITY OF OXNARD

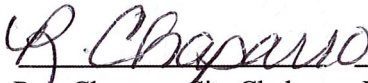
M6 CONSULTING, INC.

 2-16-2021
☒ John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ [name], Buyer

Robert Woodward, CEO² Date

Masoud Mahmoud, CFO Date

ATTEST:

 2/16/21
Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

 for 1-18-21
Stephen M. Fischer, City Date
Attorney (always required)

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

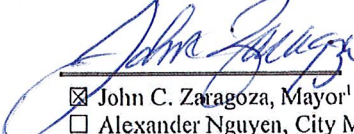
- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature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

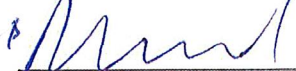
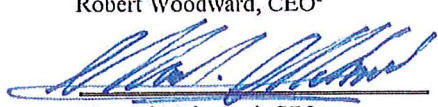
If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

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

CITY OF OXNARD

M6 CONSULTING, INC.

 2-16-2021
☒ John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ [name], Buyer

 1/19/2021
Robert Woodward, CEO² Date
 1/19/2021
Masoud Mahmoud, CFO Date

ATTEST:

 2/16/21
Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must 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.

EXHIBIT B

PREVAILING WAGE EXHIBIT

1. The Project defined in the Agreement between City and Contractor is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Contractor shall perform the Project as a public work. Contractor 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 with the Project Coordinator at City Hall and will be made available to any interested party on request. They are also available at <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>. Contractor shall post such rates at each job site covered by this Agreement.
3. Contractor is required to post job site notices, as prescribed by regulation. *See* Labor Code Section 1771.4(a)(2).
4. Contractor 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. Contractor 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 Contractor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Contractor shall comply with Labor Code Section 1776, which requires Contractor 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. Contractor 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. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Before commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days of the Agreement Ending Date listed in (6) of the Cover Page or the conclusion of the Project, whichever happens later, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or 1777.7. If Contractor becomes debarred or suspended throughout the duration of the Agreement, Contractor shall immediately notify City.
8. Contractor is not qualified to bid on, be listed in a Bid, or engage in the performance of any contract for public work, as defined in LC Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to LC Section 1725.5. Contractor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the Agreement’s term. 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. Contractor acknowledges that 8 hours labor constitutes a legal day’s work. Contractor shall comply with and be bound by Labor Code Section 1810.
10. Contractor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Contractor 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 Contractor’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 1½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Contractor 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. Contractor 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. Contractor 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, Contractor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Contractor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees, agents, successors and assigns 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 Contractor, 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 Contractor under this Section shall survive Agreement termination.

FIFTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Fifth Amendment ("Fifth Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 3rd day of February, 2022 by and between the City of Oxnard, a municipal corporation ("City"), and M6 Consulting Inc. ("Consultant"). This Fifth Amendment amends the Agreement entered into on July 10, 2018, by City and Consultant. The Agreement previously has been amended on March 18, 2019, by a First Amendment, on May 28, 2019, by a Second Amendment, on June 4, 2019, by a Third Amendment, and on February 16, 2021, by a Fourth Amendment.

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the date "February 28, 2022," is hereby deleted and replaced with the date, "December 31, 2023."
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

Edwin R. Ramos Feb 3, 2022
Edwin R Ramos (Feb 3, 2022 16:23 PST)
☐ John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☒ Edwin R Ramos, Buyer

M6 CONSULTING INC.

Robert P. Woodward 1/12/2022
Robert P. Woodward, CEO² Date
Masoud Mahmoud 1/12/22
Masoud Mahmoud, CFO Date

ATTEST:

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

APPROVED AS TO FORM:

Stephen M. Fischer 1-19-22
Stephen M. Fischer, City Attorney (always required) Date

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

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 hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

☐ John C. Zaragoza, Mayor¹ _____ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☒ _____, Buyer

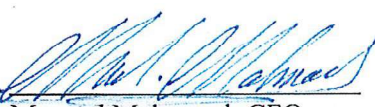
ATTEST:

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

APPROVED AS TO FORM:

 _____ 1-19-22
Stephen M. Fischer, City Date
Attorney (always required)

M6 CONSULTING INC.

 _____ 1/12/2022
Robert P. Woodward, CEO² Date
 _____ 1/12/22
Masoud Mahmoud, CFO Date

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

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.

SIXTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Sixth Amendment ("Sixth Amendment") to the professional services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 4th day of April, 2023, by and between the City of Oxnard, a municipal corporation ("City"), and M6 Consulting, Inc. ("Consultant"). This Sixth Amendment amends the Agreement entered into on July 10, 2018, by City and Consultant. The Agreement previously has been amended on March 18, 2019, by a First Amendment, on May 28, 2019, by a Second Amendment, and on June 4, 2019, by a Third Amendment, on May 28, 2019, by a Fourth Amendment, and on February 16, 2021, by a Fifth Amendment.

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the date "December 31, 2023" is hereby deleted and replaced with the date, "December 31, 2024".
2. In Section 14a of the Agreement, the not to exceed amount of "650,000" is hereby deleted and replaced with "900,000".

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

M6 CONSULTING, INC.

 Jan 4-4-2023

☐ John C. Zaragoza, Mayor¹ Date

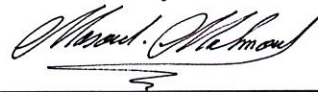
☐ Jennifer Yates, Purchasing Agent²



Robert P. Woodward, CEO

3/15/2023

Date



Masoud Mahmoud, CFO³

3/15/2023

Date

ATTEST:

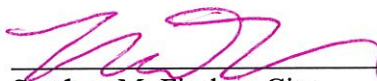


Rose Chaparro, City Clerk
(only if Mayor signs)

4/5/2023

Date

APPROVED AS TO FORM:



Stephen M. Fischer, City
Attorney (always required)

3/23/2023

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.



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.1

DATE: September 3, 2024

TO: City Council

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

SUBJECT: Public Project Agreement 32500089 with Taft Electric Company for the Water Resource Recovery Facility Headworks Variable Frequency Drive Replacement Project, Specification No. PW 22-47. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize:

1. A total of \$2,299,044 in project funds for the Water Resource Recovery Facility Headworks Variable Frequency Drive Replacement Project, Specification No. PW 22-47;
2. The Mayor to Execute an Agreement with Taft Electric Company in the amount of \$1,915,870 and a Project contingency amount of \$191,587 (10%) with Taft Electric Company for a total not to exceed value of \$2,107,457 for the Project; and
3. A Project allocation amount of \$191,587 (10%) 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 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/mENBDrsMGbU>

BACKGROUND

The Oxnard Water Resource Recovery Facility (WRRF) headworks was constructed in 2003 and is the receiving station for the City's three sewer trunk lines. Headworks consists of two fixed speed pumps and four pumps with variable frequency drives (VFD) that transfer incoming sewage to the primary clarifiers. The existing VFDs and programmable logic controller (PLC) were installed in 2003 and have far exceeded the typical seven to ten year useful life. These pumps are critical for conveying flows from the underground sewer collection system to the initial aboveground stages of the wastewater treatment process and the electrical equipment needs to be replaced to ensure the proper operations and prevent surcharging in the collections system.

Please note, as part of the May 14, 2024 Public Works and Transportation Committee Wastewater Division General Update, the naming of the Oxnard Wastewater Treatment Plant (OWTP) was changed to the Oxnard Water Resource Recovery Facility to match current industry standard. The project title was updated accordingly.

Capital Improvement Program (CIP) Reference:

Project No. **C2118** – WRRF Headworks Variable Frequency Drive Replacement Project (previously: OWTP Headworks VFD Replacement Project) - CIP 2025-2029 - Adopted June 4, 2024.

DISCUSSION

The specific work for this Project includes furnishing all necessary labor, materials, equipment and other incidental and appurtenant Work to replace four existing VFDs and remove two existing soft starts (motor soft starts gradually increase the electrical load limiting mechanical wear during start-up) and replace them with VFDs at the headworks area of the WRRF located at 6001 Perkins Road.

The work is tentatively scheduled to begin in Winter of 2024 and continue into Fall of 2025 (260 working days), absent any delays for supply chain issues, unforeseen site conditions or inclement weather. Engineering staff will work closely with the OWTP staff to keep them informed of the schedule.

The notice inviting formal bids (NIFB) on the Project was published on May 16, 2024 and all bids were due and opened on July 9, 2024. The City received two bids. The responsive bids received are as follows:

Taft Electric Company: \$1,915,870

Leed Electric, Inc.: \$1,999,902

The lowest bidder is Taft Electric Company, and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Taft Electric 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 Taft Electric Company.

In addition to the project award amount of \$1,915,870, staff recommends authorizing \$383,174 for the project, which includes \$191,587 for project contingency (10% of the contract costs) and \$191,587 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 \$2,299,044.

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 Project shall not exceed \$2,299,044 which includes the construction agreement, contingency and project allocation. The WRRF Headworks Variable Frequency Drive Replacement Project (C2118) has sufficient project budget of approximately \$3.9 million in the Wastewater Capital Fund (612), funded via the Wastewater Operating Fund (611).

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, Assistant Public Works Director

ATTACHMENTS

1. Agreement 32500089 Taft Electric PW 22-47
2. Presentation

**CONSTRUCTION CONTRACT FOR
OWTP HEADWORKS VARIABLE FREQUENCY DRIVE REPLACEMENT PROJECT,
SPECIFICATION NO. PW 22-47**

**BY AND BETWEEN
THE CITY OF OXNARD
AND TAFT ELECTRIC COMPANY**

THIS CONSTRUCTION CONTRACT (the "Contract") is made and entered this 3rd day of September, 2024 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and TAFT ELECTRIC COMPANY ("Contractor"). Contractor's license number is 772245. The City and Contractor are sometimes hereinafter referred to as a "Party" and collectively referred to as the "Parties."

WHEREAS, the City requires construction of the **OWTP HEADWORKS VARIABLE FREQUENCY DRIVE REPLACEMENT PROJECT** as more fully described in the solicitation issued by the City for **SPECIFICATION NO. PW 22-47** (the "Project"); and

WHEREAS, on May 16, 2024 the City issued a Notice Inviting Bids and Contract Documents to prospective bidders for the Project. In response, Contractor submitted a Bid which the City determined to be the lowest responsive and responsible bid; 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, at its meeting held on September 3, 2024 the Oxnard City Council duly accepted Contractor's Bid Proposal for the Project and directed that a written agreement for the Project be entered into with Contractor;

WHEREAS, in light of the facts set forth above and the certifications made by Contractor as part of its Bid, the City desires to retain Contractor to perform the 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 and its attached Exhibits, subject to the limitations in Sections 10 ("Prevailing Wage") and 24 ("Ambiguities") with respect to Exhibit "A" (Contractor's submitted Bid Proposal as accepted by the City);
2. Change Orders issued and approved by the City;
3. Bid Addenda issued by the City;
4. Notice Inviting Bids and Instructions to Bidders;
5. Plans
6. Technical Specifications
7. Special Provisions
8. General Provisions
9. Appendices
10. Bid Forms and attachment thereto;
11. Performance Bond;
12. Payment Bond.

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 City), 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 City's Representative, the Contractor shall, at the Contractor's sole cost and expense, properly store materials which have been partially paid for by the City or which have been furnished by the City. Such storage by the Contractor shall be on behalf of the City, and the City 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 City.
- 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 City.
- 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 shall possess a valid Class A General Engineering 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 AND RETENTION

- 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 ONE MILLION, NINE HUNDRED FIFTEEN THOUSAND, EIGHT HUNDRED SEVENTY DOLLARS, (\$1,915,870) (the "Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with Contractor's Bid Proposal (attached hereto as Exhibit "A") subject to the provisions of this Contract and the Contract Documents.
- B. Procedures relating to payment and retention are set forth in the Special Provisions.

6. CONTRACT TIME; NOTICE TO PROCEED; TERM

- A. Contract Time. The Work under this Agreement shall be diligently prosecuted to completion before expiration of two hundred sixty (260) 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 payment and performance bonds, 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) Calendar days before 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 8.

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 is 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 Bid 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 (10) Calendar Days in which to comply with the requirements of this Section. If Contractor or Subcontractor fails to do so within the ten (10) Calendar Day period, Contractor or Subcontractor will forfeit a penalty of one hundred dollars (\$100.00) per Calendar Day, or portion of a Calendar 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. LIQUIDATED DAMAGES

If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of twelve hundred dollars (\$1,200) per day for each Calendar Day of unexcused delay in completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.

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-G 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 City and its agents 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 City and its agents 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: CITY OF OXNARD, PUBLIC WORKS DEPARTMENT
305 W Third St, East Wing, 2nd Floor
Oxnard, CA 93030
Attn: Project Manager PW 22-47

TO CONTRACTOR: TAFT ELECTRIC COMPANY
1694 Eastman Av
Ventura, CA 93003
Attn: James Marsh, CEO

- 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. BONDS

Concurrently with the execution of this Contract by the Contractor, and before the commencement of any Work, Contractor shall furnish to the City a Performance Bond, and a Payment Bond (Labor and Materials Bond) each in an amount equal to one hundred percent (100%) of the Contract Price written on the forms included in the Contract Documents. These bonds must remain in force until the later of (a) the expiration of the one-year guarantee period; or (b) one year from the date of completion of the corrective Work. Such bonds must be issued by a responsible corporate Surety, licensed and authorized to issue such bonds in the State of California.

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, either 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

CONTRACTOR

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

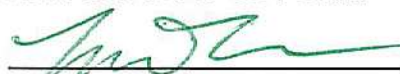
James E. Marsh, C.E.O. ² _____ Date _____

Gillian Gillespie, C.F.O. _____ Date _____

ATTEST:

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

APPROVED AS TO FORM:

 _____
Stephen Fischer Date 7/26/2024
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.

EXHIBITS

- Exhibit A:** Contractors Bid Proposal.
- Exhibit B:** Form INS-G: Insurance Requirements.
- Exhibit C:** Iran Contracting Act Certification Form completed by Contractor.
- Exhibit D:** [RESERVED]
- Exhibit E:** [RESERVED]
- Exhibit F:** [RESERVED]
- Bonds**

The corresponding exhibits and forms contained within follow.

EXHIBIT A CONTRACTOR'S BID PROPOSAL

CITY OF OXNARD

BID SHEETS FOR OWTP HEADWORKS VARIABLE FREQUENCY DRIVE REPLACEMENT PROJECT

SPECIFICATION NO. PW 22-47

Bidder's Company Name: Taft Electric Company

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 City Engineer at the following prices:

ITEM NO.	DESCRIPTION	PMT REF	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (+/- \$)	EXTENDED AMOUNT
1.	Mobilization (5% maximum of Total Bid Price)	3000-D	LS	1	\$95,793.00	\$95,793.00
2.	Headworks Pump VFD, conduit, wiring and cable terminations, system integration, programming, and testing/startup	3000-E	EA	6	\$231,362.66	\$1,388,176.00
3.	Headworks PLC, system integration, programming, and testing/startup	3000-F	LS	1	\$421,901.00	\$421,901.00
4.	Project closeout including training, O&M Manuals and completion of all punch list items	3000-G	LS	1	\$10,000.00	\$10,000.00
TOTAL BID PRICE:					\$1,915,870.00	

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: \$ 1,915,870.00TOTAL BID PRICE IN WORDS: one million nine hundred fifteen thousand eight hundred seventy dollar and zero zero cent

Contractor must complete all Work within two hundred sixty (260) Working Days of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda

Addendum: Date Received:
#01 June 13, 2024
#02 June 14, 2024

Addendum: Date Received:
#03 July 3, 2024
#04 _____

Bidder's Company Name: Taft Electric Company

Signature: [Signature]
Print: Tony Valentino

Title: President/COO
Date: 6/20/2024

Signature: [Signature]
Print: James Marsh

Title: CEO
Date: 6/20/2024

Exhibit B FORM 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.

INS-G.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 \$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 (PW 22-47) % 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

☐ 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 _____

**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: _____

NAMED INSURED

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

SAMPLE

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:

- 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, Aoccurrence@ 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
AUTHORIZED REPRESENTATIVE
☐ Broker/Agent☐ Underwriter☐ _____

CITY OF OXNARD (PW 22-47) % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 46250-4299 US

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	
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.	
\$ _____ 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 (PW 22-47) % 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 _____	

EXHIBIT C**IRAN CONTRACTING ACT CERTIFICATION FORM COMPLETED BY CONTRACTOR**

CITY OF OXNARD
OWTP HEADWORKS VARIABLE FREQUENCY DRIVE REPLACEMENT PROJECT
SPECIFICATION NO. PW 22-47

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH BID)
Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete one of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed):

Federal ID Number (or n/a):

Taft Electric Company

77-0007216

By (Authorized Signature):



Printed Name & Title of Person Signing:

Date Executed

Tony Valentino, President/COO

6/20/2024

Executed in the County of Venturain the State of California**OPTION No.2 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed):

Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of _____

in the State of _____

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 Taft Electric Company, 1694 Eastman Avenue, Ventura, CA 93003 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as OWTP Headworks Variable Frequency Drive Replacement Project Specification No. PW 22-47.

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 One Million, Nine Hundred Fifteen Thousand, Eight Hundred Seventy Dollars (\$1,915,870), this amount being not less than one 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 Surety 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. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to Taft Electric Company, 1694 Eastman Avenue, Ventura, CA 93003 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as OWTP Headworks Variable Frequency Drive Replacement Project Specification No. PW 22-47.

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 One Million, Nine Hundred Fifteen Thousand, Eight Hundred Seventy Dollars (\$1,915,870), this amount being not less than one 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 Surety 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.

Public Project Agreement 32500089 with Taft Electric Company for the Water Resource Recovery Facility Headworks Variable Frequency Drive Replacement Project PW 22-47

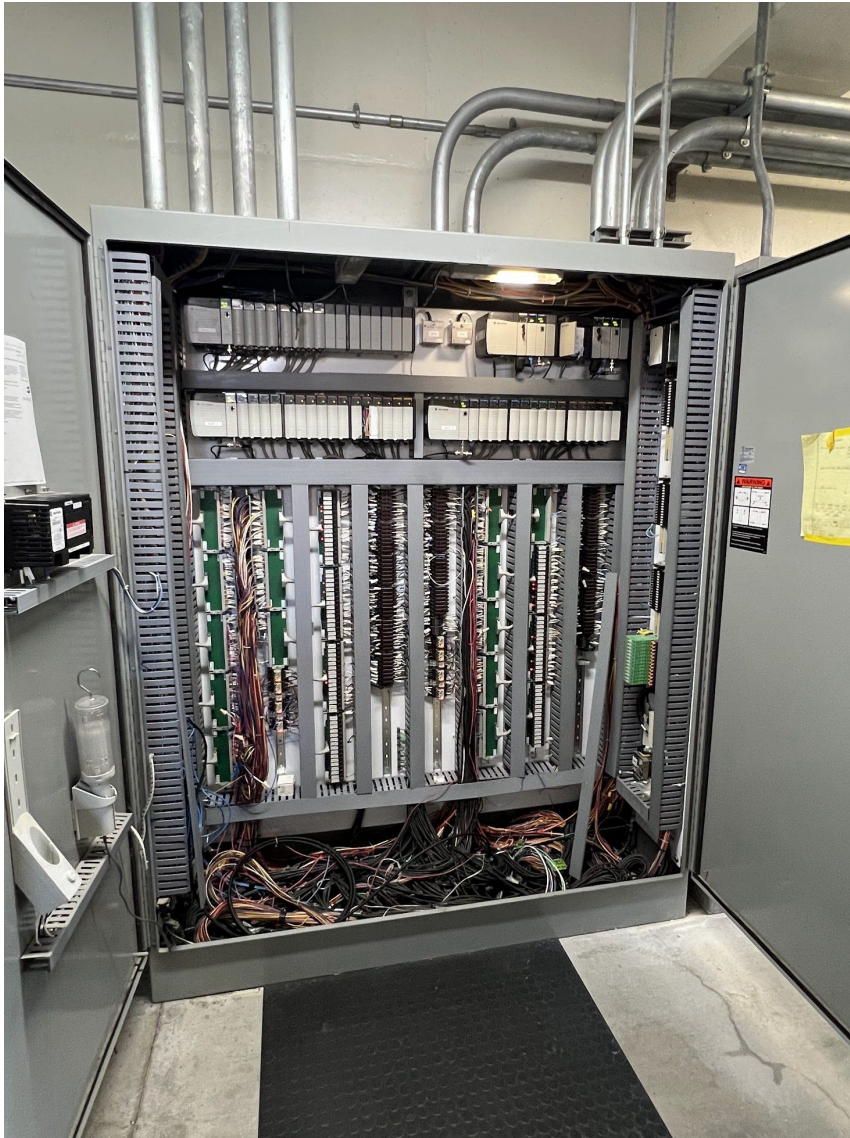
City Council
September 3, 2024

Tim Beaman, PE
Assistant Director of Public Works

That the City Council approve and authorize:

1. A total of \$2,299,044 in project funds for the Water Resource Recovery Facility Headworks Variable Frequency Drive Replacement Project, Specification No. PW 22-47;
2. The Mayor to Execute an Agreement with Taft Electric Company in the amount of \$1,915,870 and a Project contingency amount of \$191,587 (10%) with Taft Electric Company for a total not to exceed value of \$2,107,457 for the Project; and
3. A Project allocation amount of \$191,587 (10%) for engineering, inspection, survey and project management for the Project.

- Oxnard Water Resource Recovery Facility (WRRF) headworks was constructed in 2003 and is the receiving station for the City's three sewer trunk line
 - Transfers inflows from subsurface collection system to aboveground treatment process
 - Consists of six pumps
 - Two fixed speed (soft starters)
 - Four variable frequency drives (VFD)
 - Controlled by programmable logic controller (PLC)
 - Electrical equipment is original (2003)
 - Useful life of VFDs and PLCs is 7 to 10 years
 - Project includes replacing all VFDs and soft starters with VFDs to provide operational flexibility





- A notice inviting formal bids for Project PW 22-47 was published on May 16, 2024
 - Bids were due on July 9, 2024

- A total of two (2) responsive bids were received by:

Taft Electrical Company:	\$1,915,870
Leed Electric, Inc.:	\$1,999,902

- Staff recommends authorizing the award to Taft Electrical Company in the amount not to exceed of \$1,915,870

The total cost for this Project shall not exceed \$2,299,044 which includes the construction agreement, contingency and project allocation. The WRRF Headworks Variable Frequency Drive Replacement Project (C2118) has sufficient project budget of approximately \$3,886,900 in the Wastewater Capital Fund (612), funded via the Wastewater Operating Fund (611).





End of Presentation



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.2

DATE: September 3, 2024

TO: City Council

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

SUBJECT: Implementation of the City's Fiscal Year 2024-2025 \$20 million payment for Long Term Debt Reduction for Pension and OPEB. (10 minutes)

RECOMMENDATION

That the City Council:

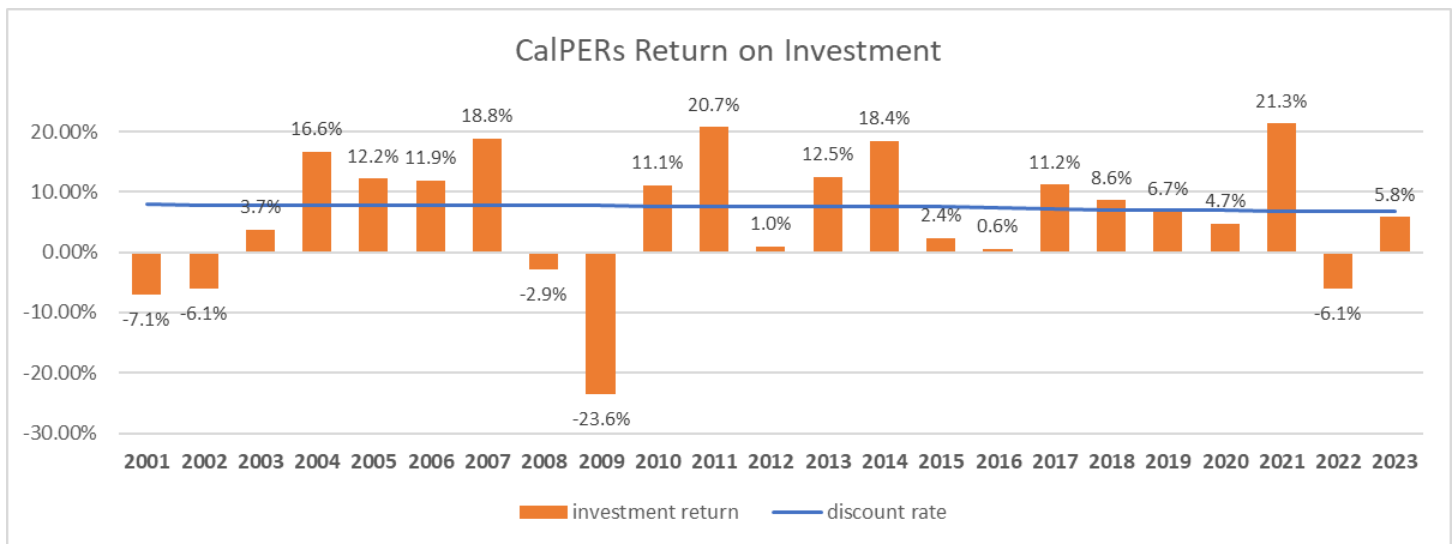
1. Direct staff to make an Additional Discretionary Payment (ADP) to CalPERS in the amount of \$15 million toward the City's Unfunded Actuarial Liability (UAL).
2. Direct staff to create one Internal Revenue Service (IRS) Code Section 115 Trust for Pension and one for Other Post-Employment Benefits (OPEB).
3. Direct staff to fund the Pension 115 Trust with the initial amount of \$2.5 million and to fund the OPEB 115 Trust with an initial contribution of \$2.5 million.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/FlimbtB0ers>

BACKGROUND

The City is contracted with the California Public Employees Retirement System (CalPERS) to provide post-employment benefits (pensions) for all vested City employees. Over the last twenty years, the vast majority of cities that provide retirement benefits via CalPERS have seen significant unfunded liabilities accrue due to a number of factors that impact how pension funds operate. Lower than anticipated investment returns have had the single largest impact on the funded status of the City's pensions with losses due to the global recession in 2008 creating a very large gap between the value of assets held by cities such as Oxnard and the value of assets needed to ensure payment for current and future retirees. This gap is referred to as the unfunded actuarial liability, or UAL.

The City's pension and OPEB UAL as of June 30, 2023, were \$397.7 million, with \$348.7 million related to pension and \$49.0 million related to OPEB liability. On June 18, 2024, City Council approved the City's FY 2024-25 Annual Budget which included a City Manager recommendation to allocate \$20 million of the General Fund surplus to pay long-term debt related to pension and OPEB. The \$20 million payment reduces these liabilities by an aggregate of approximately 5%. This report outlines the steps that staff is recommending to implement City Council action.



Source: CalPERS

DISCUSSION

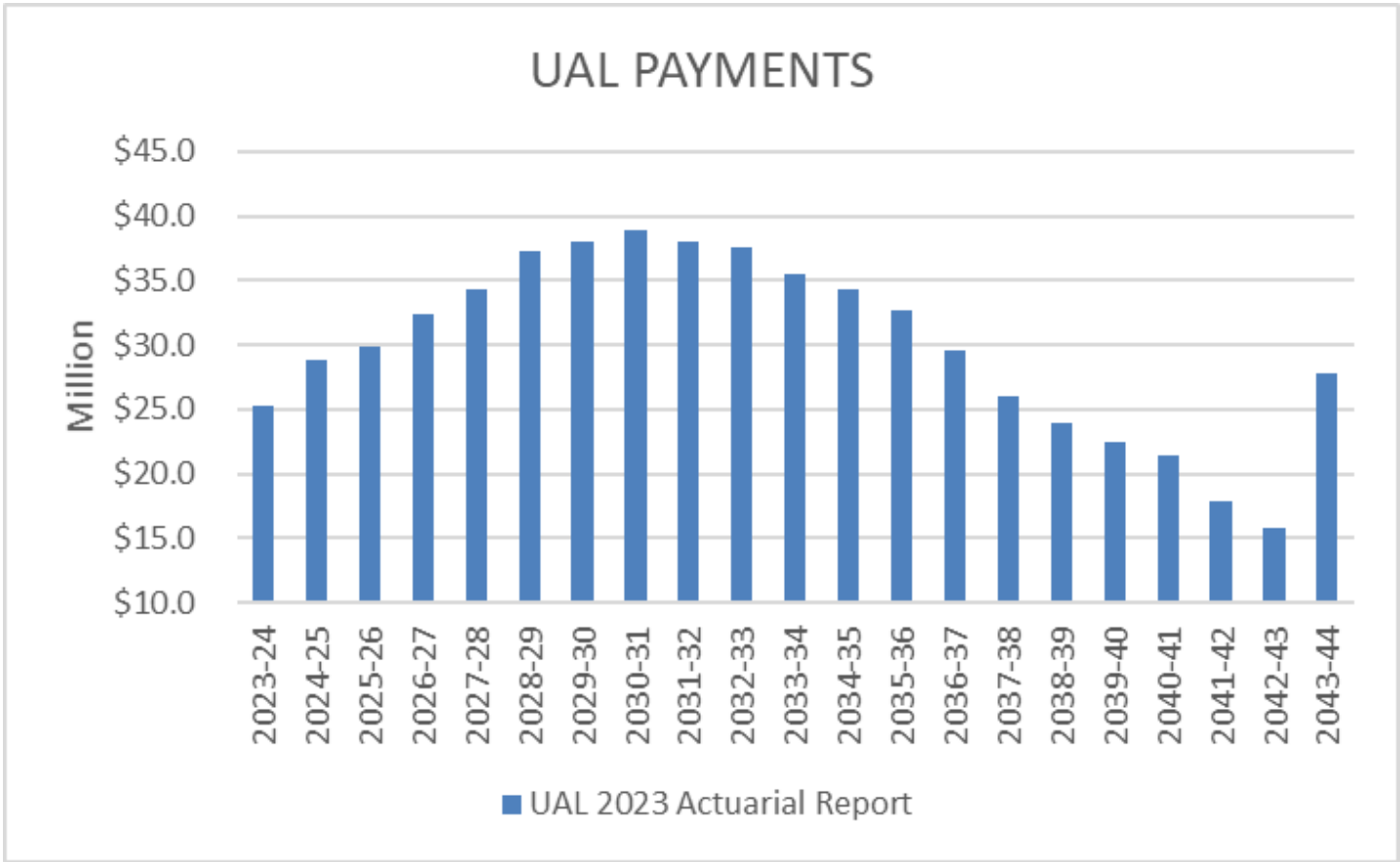
Staff recommends using a hybrid approach in funding long-term pension liabilities. This approach allows for both short-term cost reduction and long-term investment accumulation. The staff recommendation allocates a total of \$17.5 million toward the City’s CalPERS pension debt. The allocation to CalPERS pension debt would be made through a combination of a one-time \$15 million direct contribution to CalPERS, also known as Additional Discretionary Payments (ADP), and the creation and allocation of \$2.5 million to an Internal Revenue Service (IRS) Code Section 115 Pension Trust. The remaining \$2.5 million would be allocated to OPEB long-term debt through the creation of an IRS 115 OPEB Trust.

In short, this hybrid approach to tackle Oxnard’s long-term pension liabilities provides the following benefits:

- 1) An ADP to CalPERS allows for instant savings in annual payments to CalPERS. Staff recommends that savings be used to further fund the Pension Trust.
- 2) The trusts act as a risk mitigation tool, as one of the first steps within the City’s strategic financial planning by:
 - a) Reducing dependency on CalPERS investment performance and discount rate determination;
 - b) Increasing investment flexibility, and adding diversification with potentially different investment guidelines than CalPERS;
 - c) Enhancing oversight through regular audits and stringent governance mechanisms, ensuring the funds are managed effectively; and
 - d) Providing access to the funds for future ADPs to CalPERS, or for retiree healthcare benefits.

ADP to CalPERS

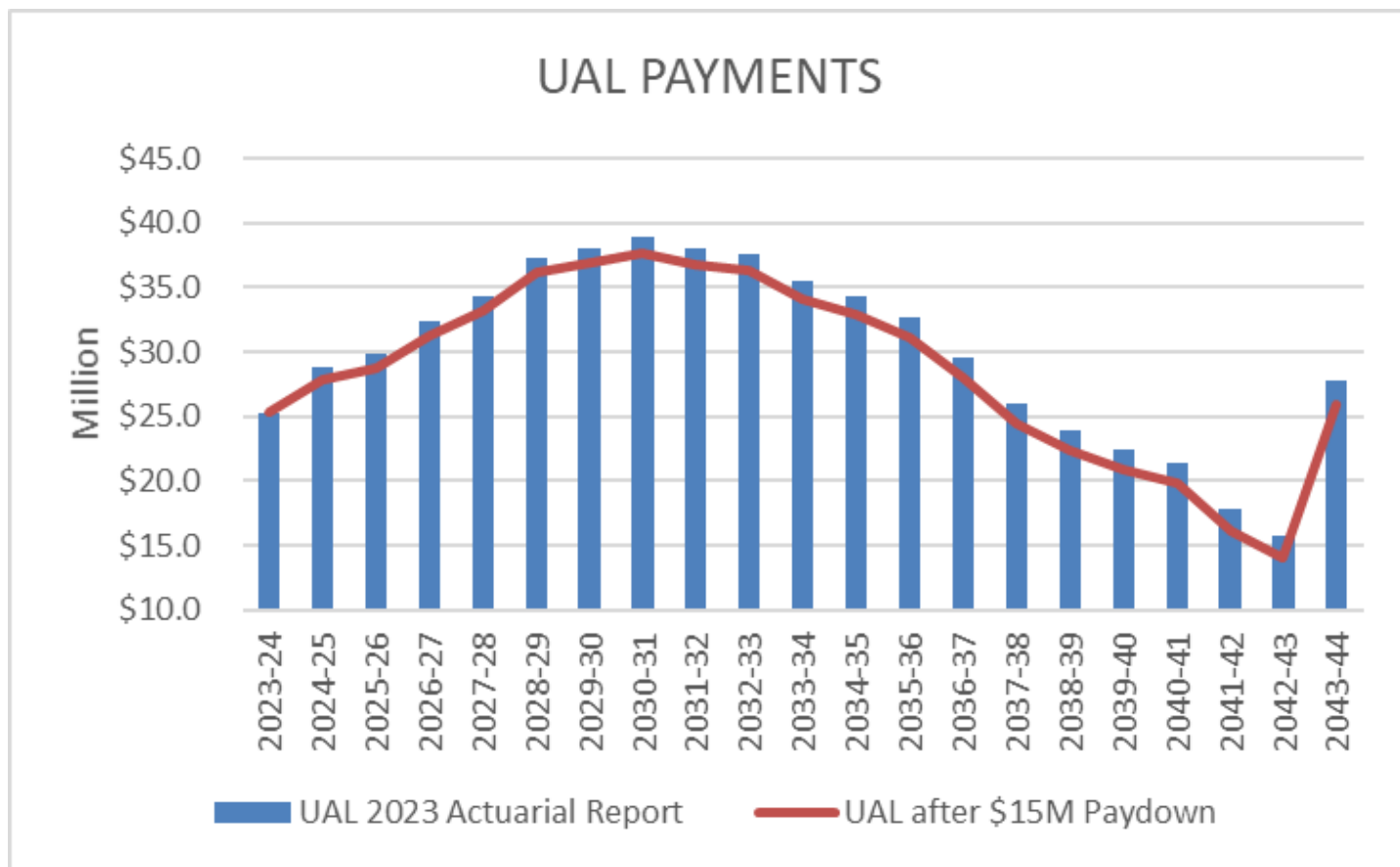
CalPERS required annual contributions include two components: Normal Cost and Unfunded Actuarial Liabilities (UAL). Normal cost represents the contribution needed to pay for benefits earned each year as a percentage of an employee's reportable compensation (the amount of an employee's paycheck that is used to calculate their eventual retirement income). UAL payments represent the minimum payment required as calculated by CalPERS to pay down the difference between the estimated cost of future benefits and the assets that have been set aside to pay for those benefits based on actuarial amortization calculations. Based on the 2022-23 actuarial report, the City’s annual payments towards pension UAL are expected to peak at almost \$39 million by fiscal year 2030-31. The next chart represents, on an adjusted scale, the City's expected payments towards UAL based on the 2022-23 CalPERS actuarial valuation report.



The UAL is impacted by differences between the assumptions made by CalPERS on many things, such as investment returns, retirement age, inflation, mortality rates, etc., to which actual results always differ, so in some years, the UAL is reduced and in some years, it increases. The UAL has an effective interest rate to the City of 6.8%, and thus, any additional payments made by the City effectively reduce the principal amount of debt owed, and similarly to a personal mortgage, can result in lower interest costs over time.

Payments made directly to CalPERS will be invested by CalPERS will be subject to the same investment returns as the overall CalPERS portfolio. Those payments generate benefits by reducing the City’s outstanding pension debt and the future payments associated with that debt, while improving the City’s CalPERS funding ratio. The City payment to CalPERS as an ADP is like a prepayment for a mortgage. CalPERS debt grows every year at a rate of 6.8%, so the early payment saves 6.8% interest per year. The recommended prepayment in the amount of \$15 million could generate annual average savings of approximately \$1.1 million for the next 20 years for a total of \$27.85 million.

The chart below represents the UAL projected payments before (blue bar) and after (red line) the \$15 million contribution. The difference between the red line and the top of the blue bar represents the annual cost reduction in the City's annual UAL payments.



The table below represents the data shown in the previous charts along with the estimated cost reduction after the ADP contribution.

Fiscal Year	UAL* Projected Payments	UAL* Projected Payments After \$15M ADP	Estimated Annual Cost Reduction
2024-25	\$28.89	\$27.83	(\$1.06)
2025-26	\$29.90	\$28.81	(\$1.09)
2026-27	\$32.45	\$31.33	(\$1.12)
2027-28	\$34.35	\$33.20	(\$1.15)
2028-29	\$37.30	\$36.12	(\$1.18)
2029-30	\$38.09	\$36.87	(\$1.22)
2030-31	\$38.90	\$37.65	(\$1.25)
2031-32	\$38.08	\$36.80	(\$1.28)
2032-33	\$37.63	\$36.31	(\$1.32)
2033-34	\$35.47	\$34.11	(\$1.36)
2034-35	\$34.38	\$32.98	(\$1.40)
2035-36	\$32.62	\$31.19	(\$1.43)
2036-37	\$29.53	\$28.06	(\$1.47)
2037-38	\$25.99	\$24.47	(\$1.52)
2038-39	\$23.99	\$22.43	(\$1.56)

2039-40	\$22.43	\$20.83	(\$1.60)
2040-41	\$21.45	\$19.81	(\$1.64)
2041-42	\$17.87	\$16.18	(\$1.69)
2042-43	\$15.75	\$14.02	(\$1.73)
2043-44	\$27.77	\$25.99	(\$1.78)
Total	\$602.84	\$574.99	(\$27.85)

* UAL: Unfunded Accrued Liability

Amounts in \$ million

Source: CalPERS pension Outlook website tool

Creation of Trusts

In addition to the ADP to CalPERS, staff recommends creating an IRS Code Section 115 Pension Trust and an IRS 115 OPEB Trust, allocating \$2.5 million to each as the initial funding.

The funds allocated to the trusts are restricted to pay for pension and OPEB liabilities respectively. They have the potential for higher investment returns than the pooled City funds, even with investment strategies that can be more conservative than the CalPERS pension investment portfolio. In addition, they can be used to make ADPs to CalPERS or for retiree healthcare benefits at a feasible time in the future.

Rating agencies and lenders also may take a positive view on the establishment and funding of Pension and OPEB trusts as it demonstrates a commitment to pay a future liability in a manner that may reduce and more evenly distribute the City's pension and healthcare costs over time.

Next Steps

The City will start a Request for Proposals (RFP) for the creation of the Pension and OPEB trusts, including trustee, investment advisory services, and the corresponding governance documents and investment policies separated from the City's Investment Policy, to direct and monitor investment activities. The trust's governance documents will define the rules and regulations that govern the interaction within each trust, ensuring that the funds deposited are used towards the intended use. The governance documents may be supplemented with additional financial policies defining the parameters required to access trust funds.

The FY 24-25 \$20 million paydown of long-term pension liabilities is only one step toward addressing the significant pensions issue. As part of an overall long-term financial planning strategy, staff will continue to evaluate options and provide recommendations to City Council on potential contributions to reduce long-term debt related to pension and OPEB with the goal to reduce future cost and improve funded ratios.

Going forward, staff recommends that the amounts calculated as the actuarial savings with the ADP to CalPERS (estimated at \$1.1M annually for 20 years) be appropriated annually through the budget process as further contributions to pension debt as part of a comprehensive pension strategy. In addition, for future funding for the OPEB 115 Trust, staff recommends designating \$250,000 per fiscal year through the budget process to fund the OPEB trust. For those fiscal years in which the City generates a surplus, staff may bring Council-specific recommendations to allocate surplus to these three categories to further reduce long-term debt for pension and OPEB.

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 are no financial impacts associated with the recommendations in the report, as the contributions to pay long-term debt related to the pension and OPEB were appropriated in FY 2024/25 budget adopted on June 18, 2024.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on July 23, 2024.

Prepared by: Javier Chagoyen-Lazaro, Chief Financial Officer

ATTACHMENTS

1. Pension Paydown of Long Term Debt Presentation

**City of Oxnard
Implementation of the City's
Fiscal Year 2024-25 payment for
Long Term Debt Reduction for
Pension and OPEB
September 3, 2024**

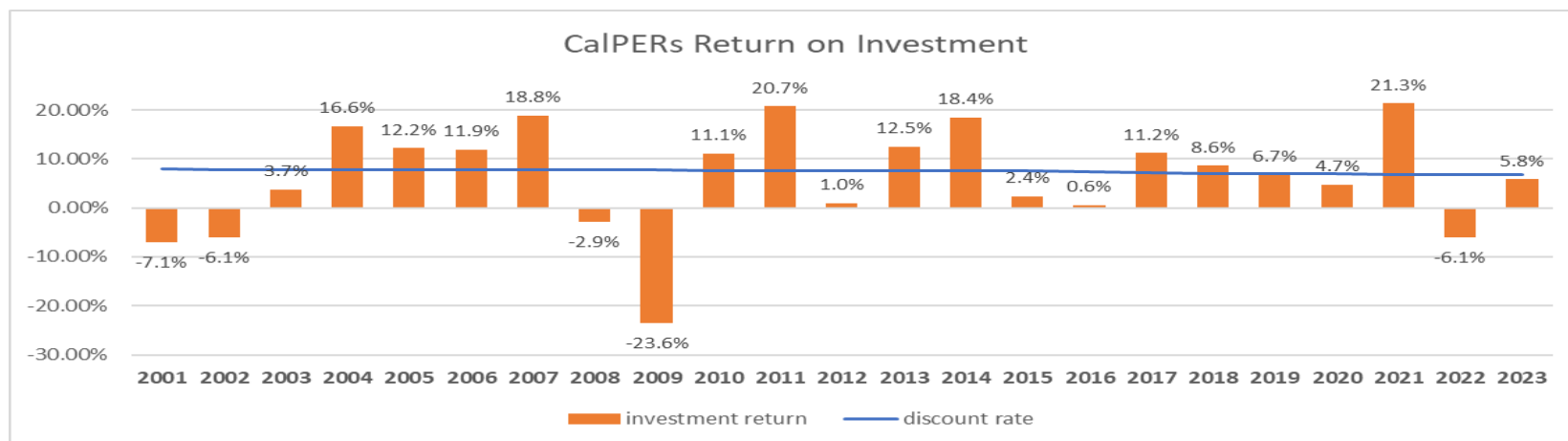
Presented by:
Javier Chagoyen-Lazaro, City of
Oxnard
Chief Financial Officer

That The City Council:

1. Direct staff to make and Additional Discretionary Payment (ADP) to CalPERS in amount of \$15.0 million toward the City's Unfunded Actuarial Liability (UAL)
2. Direct staff to create Internal Revenue Service (IRS) Code Section 115 Trust for Pension and one for Other Post-Employment Benefits (OPEB).
3. Direct staff to fund the Pension 115 Trust with the initial amount of \$2.5 million and to fund the OPEB 115 Trust with an initial contribution of \$2.5 million.

- On June 18, 2024 City Council approved the City's Annual Budget for Fiscal Year 2024-25.
- FY 2024-25 included a recommendation to apply \$20 million surplus to pay long term debt related to pension and Other Post-Employment Benefits (OPEB).
- The report includes staff recommendation on how to allocate the \$20 million to pension and OPEB liabilities optimizing savings and set up the a long term strategy to address future increases in pension and OPEB costs

- The City has contracted with California Public Employees Retirement System (CalPERS) to provide pension benefits for vested City employees.
- CalPERS investment returns are the main factor that explains the increase in UAL, defined as the difference between the cost of providing the future benefits and the values held on behalf of the City to pay for those.

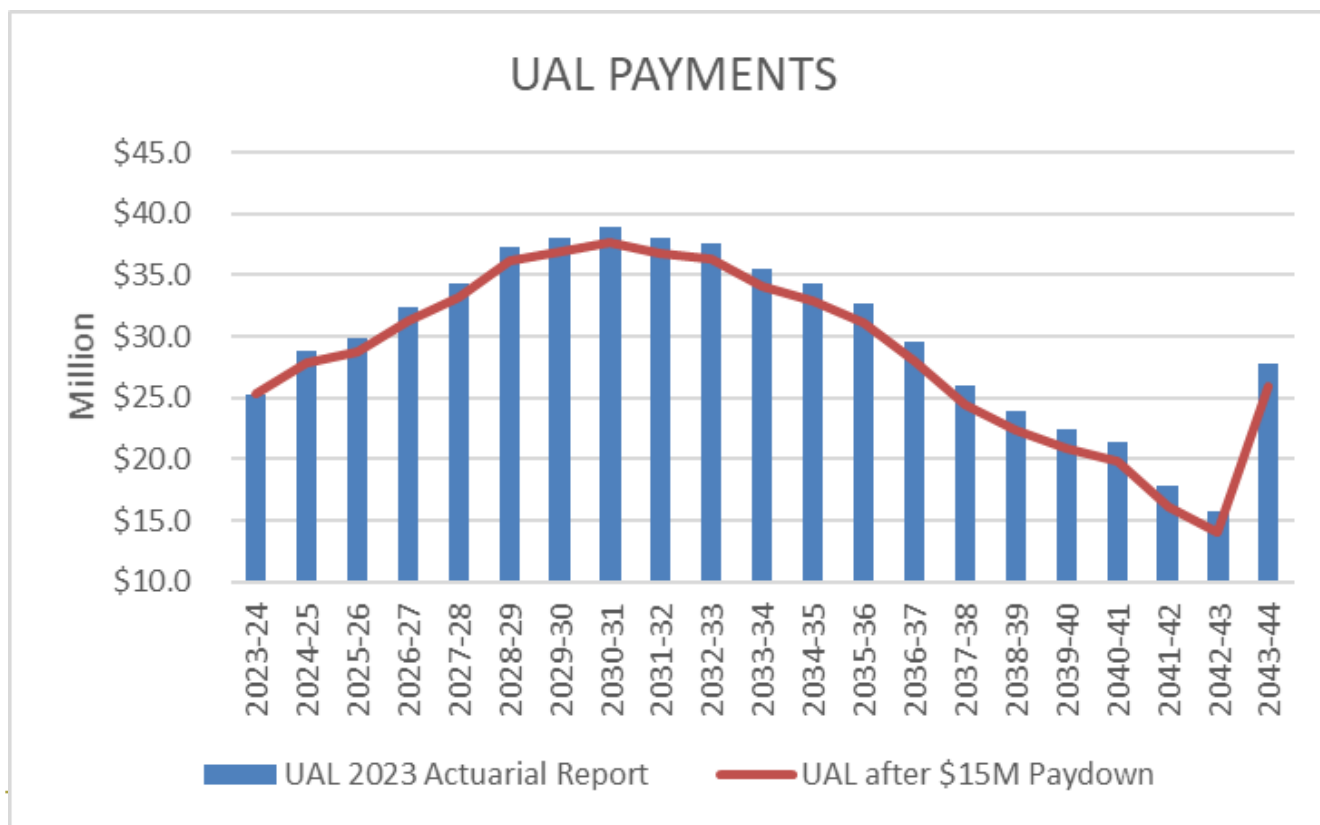


- The City also contracts with CalPERS the administration of post-employment medical benefits for employees that retire from the City and receive a CalPERS pension.
- As of June, 30, 2023

CalPERS Pension Liabilities	\$348.7M
OPEB Liabilities	\$ 49.0M
TOTAL	\$397.7M

- Evaluation of best way to apply the \$20M surplus, involved staff analysis and discussion with NHA financial advisors
- Hybrid approach:
 - Direct payments to CalPERS provides short-term cost reduction
 - 115 Trusts as risk mitigation tool:
 - Reduce dependency on CalPERS
 - Increase investment flexibility
 - Enhance oversight
 - Long-term “time-investment” accumulation

- ADP to CalPERS \$15.0M could generate annual average cost reduction of \$1.1M over 20 years.



Source: CalPERS Pension outlook website

- Pension 115 Trust initial funding of \$2.5M
 - Future funding for Pension Trust from \$1.1M cost savings after this year payment.
- OPEB 115 Trust initial funding of \$2.5M.
 - Future funding for OPEB Trust with \$250k annually through the budget process.

That The City Council:

1. Direct staff to make and Additional Discretionary Payment (ADP) to CalPERS in amount of \$15.0 million toward the City's Unfunded Actuarial Liability (UAL)
2. Direct staff to create Internal Revenue Service (IRS) Code Section 115 Trust for Pension and one for Other Post-Employment Benefits (OPEB).
3. Direct staff to fund the Pension 115 Trust with the initial amount of \$2.5 million and to fund the OPEB 115 Trust with an initial contribution of \$2.5 million.



Questions / Discussion