



DATE: April 12, 2006

TO: Honorable Mayor and City Councilmembers

FROM: Community Development and Transportation Department

SUBJECT: **APPROVAL OF TWO PROFESSIONAL SERVICES AGREEMENTS WITH GEOPACIFICA, INC., IN THE AMOUNTS OF \$60,000 AND \$170,000 FOR GEOTECHNICAL REVIEW AND PLAN/MAP CHECK SERVICES, RESPECTIVELY, AND ADOPTION OF A BUDGET RESOLUTION APPROPRIATING \$230,000 FROM GENERAL FUND UNALLOCATED FUND BALANCE TO THE ENGINEERING SUBDIVISION CONSULTANT FEES ACCOUNT TO FUND THE AGREEMENTS**

SYNOPSIS

Staff recommends that the City Council approve two professional services agreements with Geopacifica, Inc., of Oceanside in the amounts of \$60,000 and \$170,000, for geotechnical review and plan/map check services, respectively, and authorize the City Manager to execute the agreements; and adopt a budget resolution appropriating \$230,000 from General Fund Unallocated Fund Balance to the Engineering Subdivision Consultant Fees account to fund the agreements.

BACKGROUND

The Community Development and Transportation Department currently uses contract services to assist City staff with geotechnical review. In addition, City staff has recently been using on-call services for plan/map checking while the current vacancies are in the process of being filled.

ANALYSIS

On April 4, 2001, the City Council approved a PSA for geotechnical services with Geopacifica. This agreement was executed with the Public Works Engineering Division, for the specific purpose of Engineering related geotechnical review. The two-year agreement included an option for three extensions, each being one-year, for a total of five years. The initial two-year period was not to exceed \$200,000, and each one-year extension not to exceed \$100,000.

Geotechnical Review

All contract extensions have been depleted under the existing agreement and the contract is set to expire on April 4, 2006; moreover, funds related to the agreement have also been exhausted. The untimely depletion of Engineering funds is primarily due to a supplementary demand for Planning related geotechnical review. Staff recommends executing a new contract to address overall geotechnical review services rendered between January 2006 and June 30, 2006; the contract limit shall not exceed \$60,000. City staff will send out a Request for Proposal (RFP) for services subsequent to June 30, 2006.

Plan Check and Map Check Services

Operating under the existing geotechnical review contract, Geopacifica has provided qualified staff, on short notice, to assist the City during the current staffing need. These services began in January 2006 and are anticipated to be discontinued by June 30, 2006. The basis for the additional services is staffing shortages resulting from three key vacant positions in Development Engineering Services. As effort to establish accounting balance and contract continuity, staff recommends executing a new contract for the ongoing temporary plan/map check services. The contract value has been calculated to consider the entire effort rendered by Geopacifica, from January 2006 through June 30, 2006; the contract limit shall not exceed \$170,000. If necessary, City staff will send out the appropriate RFP for additional services beyond June 30, 2006.

Geopacifica is currently providing three part-time consultants and two full-time consultants to augment existing staff positions. Since January 2006, the City has paid Geopacifica \$85,000 for 995 man-hours of service. As the existing vacant positions are filled with permanent employees, the amount of services provided by Geopacifica will decline.

FISCAL IMPACT

The Engineering Division is funded by developer fees; these fees support City staff services throughout the entire development process, which in many cases extends through multiple fiscal years. Revenue from fiscal year 2004-05 was over \$680,000 in excess of expenditures; therefore, these developer fees are sufficient to pay for the services. A budget adjustment appropriating funds from the General Fund Unallocated Fund Balance to the Engineering Subdivision Consultant Fees account is required to fund the contracts.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be provided.

COMMISSION OR COMMITTEE REPORT

Does not apply.

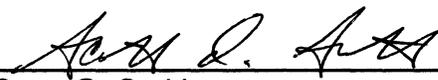
CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff recommends that the City Council approve two professional services agreements with Geopacifica, Inc., of Oceanside in the amounts of \$60,000 and \$170,000, for geotechnical review and plan/map check services, respectively, and authorize the City Manager to execute the agreements; and adopt a budget resolution appropriating \$230,000 from General Fund Unallocated Fund Balance to the Engineering Subdivision Consultant Fees account to fund the agreements.

PREPARED BY:



Scott O. Smith
Senior Civil Engineer

SUBMITTED BY:



Steven R. Jepsen
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Assistant to the City Manager



 Frank Watanabe, Community Development and Transportation Director



Nita McKay, Financial Services Director

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

**PROJECT: Geotechnical Review Services
(101) 414700**

THIS AGREEMENT is made and entered into this ____ day of _____, 2006, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and GEOPACIFICA, INCORPORATED, hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. SCOPE OF WORK.** The project is more particularly described as follows: Review, respond to, and accept geotechnical reports prepared by outside consultants in connection with design plans in support of development activities; evaluate and advise the Community Development and Transportation Director in regards to geotechnical issues surrounding discretionary projects and CEQA guidelines and requirements; provide public assistance and information regarding geotechnical and geologic issues affecting the community; provide assistance with and coordination of hazardous materials and site clean-up within the City; provide geotechnical support, both in the field and in the office, regarding geotechnical issues during construction; evaluate, inspect and provide recommendations for mining activities with the City for the time period of January 2006 through June 2006.
- 2. INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the Community Development and Transportation Director. The CONSULTANT shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the Community Development and Transportation Director. CONSULTANT shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONSULTANT shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.
- 3. WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured

Geotechnical Review Services

against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions, and provide certification of such compliance as a part of this Agreement.

4. LIABILITY INSURANCE.

4.1. CONSULTANT shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

4.2. CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000*

Commercial General Liability Insurance
(bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
General limit project specific aggregate	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

4.3. If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.

4.4. All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance

Geotechnical Review Services

coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

- 4.5 All insurance companies affording coverage to the CONSULTANT pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 4.6 All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 4.7 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 4.8 CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.
- 4.9 Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.
5. **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this Agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of One Million Dollars (\$1,000,000.00).

CONSULTANT shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

6. **CONSULTANT'S INDEMNIFICATION OF CITY.** CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the conduct, negligent acts, errors or omissions or wrongful acts of conduct of the

Geotechnical Review Services

CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortuous acts or omissions of the CONSULTANT.

CONSULTANT'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

7. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$60,000.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the Community Development and Transportation Director. CONSULTANT shall obtain approval by the Community Development and Transportation Director prior to performing any work, which results in incidental expenses to CITY.

8. **NO CONFLICT OF INTEREST.** Consultant shall not perform geotechnical services in the connection with any private project within the City of Oceanside unless such services are performed pursuant to the Scope of Work defined in this agreement or unless the Community Development and Transportation Director has given express authorization to providing them.

9. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the Community Development and Transportation Director. This agreement is valid for services rendered between January 2, 2006 and June 30, 2006.

10. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.

11. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of

Geotechnical Review Services

the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONSULTANT shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

- 12. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.
- 13. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures this _____ day of _____, 2006.

GEOPACIFICA, INCORPORATED

CITY OF OCEANSIDE

By: _____

James F. Knowlton, President

By: _____

Steven R. Jepsen, City Manager

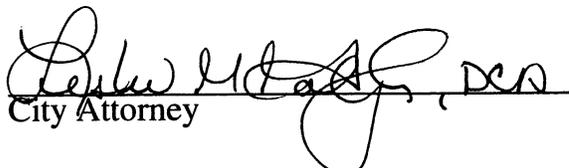
By: _____

Name/Title

APPROVED AS TO FORM:

33-0207383

Employer ID No.


City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

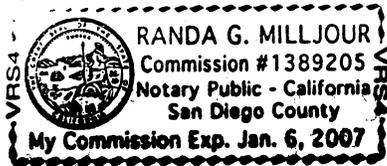
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Diego } ss.

On March 30, 2006, before me, RANDA G. MILLJOUR, NOTARY PUBLIC,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared JAMES F. KNOWLTON,
Name(s) of Signer(s)

- Personally known to me
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Randa G. Milljour
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

**PROJECT: Plan Check and Map Check Services
(101) 414700**

THIS AGREEMENT is made and entered into this ____ day of _____, 2006, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and GEOPACIFICA, INCORPORATED, hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The project is more particularly described as follows: Provide plan check and map check services, work with City staff to review engineering plans for correctness to state, city, regional, and local standards for the time period January 2006 through June 2006.
2. **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the Community Development and Transportation Director. The CONSULTANT shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the Community Development and Transportation Director. CONSULTANT shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONSULTANT shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.
3. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is 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 the CONSULTANT will comply with such provisions, and provide certification of such compliance as a part of this Agreement.

Plan Check and Map Check Services

4. LIABILITY INSURANCE.

4.1. CONSULTANT shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

4.2 CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000*

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General limit per occurrence	\$ 1,000,000
General limit project specific aggregate	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

4.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.

4.4 All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

Plan Check and Map Check Services

- 4.5 All insurance companies affording coverage to the CONSULTANT pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
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- 4.7 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 4.8 CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.
- 4.9 Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.
5. **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this Agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of One Million Dollars (\$1,000,000.00).

CONSULTANT shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

6. **CONSULTANT'S INDEMNIFICATION OF CITY.** CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the conduct, negligent acts, errors or omissions or wrongful acts of conduct of the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs,

Plan Check and Map Check Services

expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortuous acts or omissions of the CONSULTANT.

CONSULTANT'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

7. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$170,000.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the Community Development and Transportation Director. CONSULTANT shall obtain approval by the Community Development and Transportation Director prior to performing any work, which results in incidental expenses to CITY.

8. **NO CONFLICT OF INTEREST.** Consultant shall not perform geotechnical services in the connection with any private project within the City of Oceanside unless such services are performed pursuant to the Scope of Work defined in this agreement or unless the Community Development and Transportation Director has given express authorization to providing them.

9. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the Community Development and Transportation Director. This agreement is valid for services rendered between January 2, 2006 and June 30, 2006.

10. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.

11. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONSULTANT shall be responsible for complying with all local, state, and

Plan Check and Map Check Services

federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

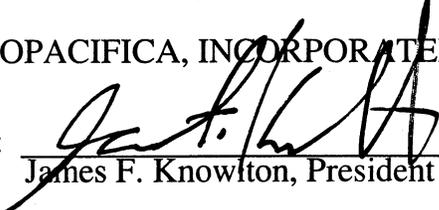
12. AGREEMENT MODIFICATION. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

13. SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures this _____ day of _____, 2006.

GEOPACIFICA, INCORPORATED

CITY OF OCEANSIDE

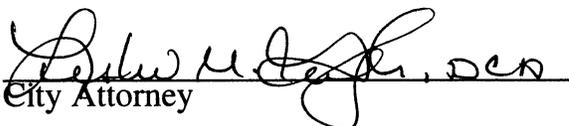
By: 
James F. Knowlton, President

By: _____
Steven R. Jepsen, City Manager

By: _____
Name/Title

APPROVED AS TO FORM:

33-0207383
Employer ID No.



City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

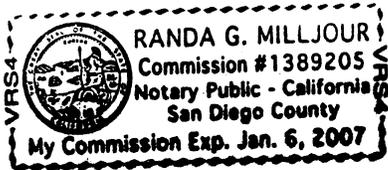
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Diego } ss.

On May 30, 2006, before me, RANDA G. MILLJOUR, NOTARY PUBLIC,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared JAMES F. KNOWLTON,
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she/they executed the same in his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Randa G. Milljour
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

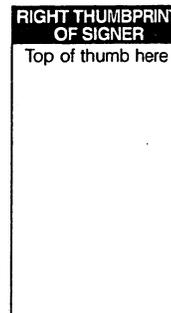
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OCEANSIDE
AMENDING THE BUDGET FOR THE 2005-2006 FISCAL YEAR**

WHEREAS, Resolution No.04-R438-1 approving the operating budget for fiscal year 2005-2006 was adopted on June 16, 2004; and

WHEREAS, the City Manager has recommended and the City Council desires to approve certain amendments to said budget;

NOW, THEREFORE, the City Council of the City of Oceanside does resolve as follows: that the Financial Services Director is authorized to amend the budget as requested and to record interfund cash transfers as required in accordance with this resolution and Resolution No. 04-R438-1 adopting the operating budget for fiscal year 2004-2006 is hereby amended as follows:

Reviewed by Financial Services Ag *mm*

PURPOSE

To increase the Public Works operating budget by \$230,000 to pay for Geotechnical Review and Plan/Map Check Services using funds from General Fund Unallocated Fund Balance.

IN ORDER TO ACCOMPLISH THIS PURPOSE, THE FOLLOWING ACCOUNTING ENTRY IS NEEDED

ADDITION	ACCOUNT NUMBER & NAME	AMOUNT
(101)	414700.5241 Cnsltnt Fees	\$230,000
SOURCE	ACCOUNT NUMBER & NAME	AMOUNT
(101)	101.3301 General Fund Balance	\$230,000
FUND: 101 - General Fund		

PASSED AND ADOPTED by the City Council of the City of Oceanside this ___ day of _____, 2006, by the following vote:

- AYES:**
- NAYS:**
- ABSENT:**
- ABSTAIN:**

ATTEST:

MAYOR OF THE CITY OF OCEANSIDE

CITY CLERK

**General Fund Unallocated/Capital Reserve Fund Balance
FY 2005- 2006; July 1, 2005- June 30, 2006**

<u>Date</u>	<u>Resolution #</u>	<u>Description</u>	101.3301 Unallocated Fund Balance	101.3252 Capital Reserve
07/01/05		Beginning Balance	\$ 10,598,329	
		Carry Forwards	1,397,819	
07/06/05	05-R0447-1	Public Nuisance Abatements	82,335	
07/20/05	05-R0473-1	RSF Prisoner Transport Contract	47,751	
07/20/05	05-R0489-1	Early Repayment RCS	2,617,326	
08/24/05	05-R0546-1	Sr Mobile Home Park Conversion	250,000	
09/07/05	05-R0569-1	California Welcome Center	34,000	
09/21/05	05-R0592-1	Market Demand Study- Convention Ctr	30,000	
10/05/05	05-R0607-1	Arroyo/Comanche Litigation	1,000,000	
10/05/05	05-R0608-1	CIP-Winterize Arroyo/Comanche St landslide area	650,000	
10/19/05	05-R0629-1	CIP-Ball Field Lighting Project	565,000	
10/19/05	05-R0627-1	Defibrillator- Oceanside Golf Course	2,000	
11/02/05	05-R0633-1	Purchase Fire Vehicles	81,686	
11/09/05	05-R0654-1	Geopacifica Inspection Services	225,000	
11/16/05	05-R0670-1	Recreation Van	12,809	
12/14/2005	05-R0719-1	Rancho Santa Fe Security Contract Extension	18,100	
12/14/2005	05-R0729-1	Additional Arroyo Abatement	9,955	
12/14/05	05-R0733-1	El Corazon Master Plan	350,000	
03/08/06	06-R0092-1	Unmarked Police Vehicles	74,500	
03/15/06	06-R0116-1	Pilot Sr. Taxi Program	30,000	
03/15/06	06-R0118-1	Replacement 4 wrecked vehicles	29,000	
03/15/06	06-R0119-1	Armored Vehicle	10,000	
		Subtotal	<u>\$ 7,517,281</u>	<u>\$ -</u>
<u>Pending</u>				
		Including Pending -		
4/5/2006		Two Dodge Charger Police Vehicles	90,000	
4/5/2006		Arroyo Camanche	150,000	
4/12/2006		Field Investigation - Barnwell Street Project	50,000	
4/12/2006		Geotechnical review and plan/map	230,000	
		Total Pending	<u>\$ 520,000</u>	<u>0</u>
		Estimated Ending Balance:	<u><u>\$ 2,561,048</u></u>	<u><u>0</u></u>