



Meeting Date: 11.25.2008

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: Anthony Emmert Agenda Item No. I-8

Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Public Works [Signature]

DATE: November 17, 2008

TO: City Council

FROM: Ken Ortega, Public Works Director [Signature]
Public Works Department, Utilities Services Branch

SUBJECT: Agreement with Hopkins Groundwater Consultants, Inc. for hydrogeologic design, technical review, and consulting support services

RECOMMENDATION

That City Council approve and authorize the Mayor to execute an agreement with Hopkins Groundwater Consultants, Inc. ("Hopkins Groundwater") in an amount not to exceed \$100,000 annually for various hydrogeologic design, technical review, and consulting support services consistent with ongoing groundwater resource planning, development projects, and capital improvement programs, which arise on an ad-hoc basis and often require rapid response (Agreement No. A-7115). This agreement is for one (1) year and has the option for three one (1) year extensions for a total of four (4) years for a total cost not to exceed \$400,000.

DISCUSSION

The City's Purchasing Department and Water Resources Division Water Section prepared a competitive Request for Proposal for hydrogeologic design, technical review, and consulting support services. It was distributed to thirteen (13) regional hydrogeologic consulting firms. Six (6) out of the thirteen (13) firms responded. Water Resources Division Staff reviewed the proposals and determined Hopkins Groundwater to be the most qualified candidate with extensive knowledge of the rules and regulations relevant to water resources in western Ventura County, as well as relevant regulatory agencies, such as Fox Canyon Groundwater Management Agency (FCGMA), the California Department of Water Resources, the California Department of Public Health, and the California Regional Water Quality Control Board. Therefore, staff recommends that the City award Hopkins Groundwater the contract for hydrogeologic design, technical review, and consulting support services.

The City owns thirteen (13) groundwater production wells, and operates two (2) additional groundwater wells that it does not own. City well production is subject to the oversight of the FCGMA, which is charged with maintaining the health of the aquifers of the greater western Ventura County area.

Agreement with Hopkins Groundwater Consultants, Inc. for hydrogeologic design, technical review, and consulting support services

November 17, 2008

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The Water Resources Division requires hydrogeological expertise on various issues that arise on an ad-hoc basis and often require rapid response. In particular, staff requires assistance in:

- The design, monitoring and documentation of "As-Built" details for potable, recycled, injection, extraction, and aquifer storage and recovery well projects.
- Addressing FCGMA issues such as well boundaries, conservation credits and to conduct well maintenance and testing.
- Aid in reviewing various City Water System Master Plans, Water Supply Assessments, Water Supply Verifications, and in commenting on groundwater related issues including potential for injection and storage of imported water.

FINANCIAL IMPACT

The Agreement is for one (1) year and has the option for three one (1) year extensions for a total of four (4) years for a total cost not to exceed \$400,000. The cost of the Agreement will not exceed \$100,000 annually. There are sufficient funds in the Fiscal Year 2008/2009 Budget in the Water Operating Fund, Professional Services Account No. 601-6010-842-8209 to cover the cost of the Agreement.

KJO:AE:mdt

G:\AdminSvcs\RFP & RFQ Project\Water\Hopkins Groundwater -- A-7115 -- Hydrogeologic\Hopkins Groundwater -- A-7115 -- Agenda.doc

Attachment #1 - Agreement No. A-7115

000038

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 25th day of November, 2008, by and between the City of Oxnard, a municipal corporation ("City"), and Hopkins Groundwater Consultants, Inc. ("Consultant").

WHEREAS, City desires to hire Consultant to perform certain professional services specified herein as either architectural, landscape architectural, engineering, or land surveying services; 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 as more particularly set forth in Exhibit A attached hereto and incorporated by this reference in full herein.

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 described herein.

3. Standard of Performance

Consultant agrees to undertake and complete these 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 services to be performed for the City.

5. Coordination of Services

All services are to be coordinated with the City Manager or designated Department Director ("Manager") and shall be performed under the general direction of the City Manager or 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 Consultant's 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. Principal in Charge

Consultant hereby designates Curtis J. Hopkins, Principle Hydrogeologist, as its principal-in-charge and person responsible for necessary coordination with Manager.

9. 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 services under this Agreement, including a City business license.

10. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform its services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

11. Term of Agreement

a. This Agreement shall begin on November 25, 2008, and expire on December 31, 2009.

b. If funds are available, Consultant and City may, by mutual written agreement, extend this Agreement for three additional one-year periods, upon approval of the City Manager.

12. Termination

a. This Agreement may be terminated by City if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten 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 if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten 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.

13. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$100,000 annually for services provided under this Agreement at rates provided in Exhibit B 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 Consultant's 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 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 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.

14. 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 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.

15. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing services under this Agreement.

All expenses incident to the performance of services under this Agreement 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.

16. Non-Appropriation of Funds

Payments to be made to Consultant by City for 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 Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's 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.

17. 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 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.

18. 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 all 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 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.

19. 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.

20. Indemnity

Consultant agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly out of, pertain to, or relate to the negligence, recklessness, or willful misconduct from any acts or omissions of Consultant related to this Agreement as performed by Consultant or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Consultant's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, or passive negligence.

21. Insurance

a. Consultant shall obtain and maintain during the performance of any services under this Agreement 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 any 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.

22. 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.

23. 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.

24. Conflict of Interest

Consultant shall promptly inform Manager of any contract, agreement, arrangement, or interest that Consultant may enter into or have during the performance of this Agreement that may conflict with City's interests. This requirement includes contracts, agreements and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the services performed under this Agreement and Consultant's or Consultant's clients' interest in land that might be affected by the services. Consultant shall take such measures as are necessary in the performance of this Agreement to prevent actual or appearances of conflicts of interest.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. Counterparts

City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

36. 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 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.

37. 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.

38. 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.

39. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Hopkins Groundwater Consultants, P.O. Box 3596, Ventura, CA 93006-3596, Attention: Mr. Curtis J. Hopkins.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Public Works Administrative Services Branch, 305 West Third Street Third Floor East Wing, Oxnard, CA 93030, Attention: Mr. Anthony Emmert.

40. 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 to in writing by both Manager and Consultant.

41. 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.

CITY OF OXNARD

CONSULTANT

Dr. Thomas E. Holden, Mayor

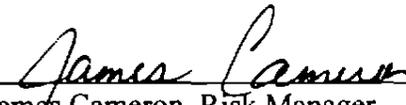


Curtis J. Hopkins, Principle Hydrogeologist
Hopkins Groundwater Consultants, Inc.

ATTEST:

APPROVED AS TO INSURANCE:

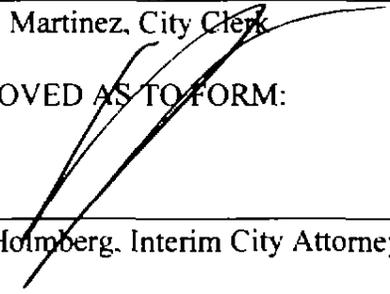
Daniel Martinez, City Clerk



James Cameron, Risk Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Alan Holmberg, Interim City Attorney



Ken Ortega, Public Works Director



Anthony Emmert, Project Manager

EXHIBIT A

SCOPE OF WORK

Consultant shall provide various hydrogeologic design, technical review, and consulting support services consistent with ongoing groundwater resource planning, development projects, and capital improvement programs, which arise on an ad-hoc basis and often require rapid response. Said professional consulting services shall include, but not necessarily be limited to, the following scope of services and specific tasks:

1. Consultant shall provide well construction and rehabilitation design and monitoring services, and summary of operations reporting documenting "as-built" details for potable, recycled, injection, extraction, and aquifer storage and recovery well projects.
2. Consultant shall conduct preliminary well interference analysis for wellfield site opportunities at various locations within the Fox Canyon Groundwater Management Agencies ("FCGMA") boundaries.
3. Consultant shall support City of Oxnard ("City") staff efforts to obtain FCGMA Municipal & Industrial conservation credits from well opportunities at various locations within the FCGMA's boundaries.
4. Consultant shall prepare a program of routine well maintenance and testing for City staff to implement.
5. Consultant shall evaluate well and pump performance on a quarterly, semi-annual, and annual basis at various well locations within the FCGMA's boundaries.
6. Consultant shall provide miscellaneous support services to City Water Resources Division staff upon request, including an assessment of undocumented wells, consultation on FCGMA issues, peer review on third party hydrogeologic assessments, and technical presentations to FCGMA Board, as required.
7. Consultant shall train City staff on FCGMA groundwater allocation permit application filing and tracking process, annual reporting, internal accounting and management of allocations and credits, and GIS database update procedures.
8. Consultant shall review various City Water System Master Plans, Water Supply Assessments, Water Supply Verifications, and comment on groundwater related issues including potential for injection and storage of imported water.

Consultant may use the following subconsultants, as needed, to perform project functions:

Worley Parsons 3901 Via Oro Avenue, Suite 100 Long Beach, CA 90810 Attention: Steve Winners Phone: 310-547-6400 Fax: 310-547-6410	ASR Systems P.O. Box 969 Gainesville, FL 32602 Attention: R. David G. Pyne Phone: 352-336-3820 Fax: 352-373-2381	Frank B. & Associates 134 Davis Santa Paula, CA 93060 Attention: Frank Brommenschenkel Phone: 805-525-4200 Fax: 805-525-7284
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EXHIBIT B
SCHEDULE OF FEES

<u>Labor Category</u>	
Expert Witness	\$260
Principal Professional	\$180
Associate Professional	\$140
Senior Professional	\$120
Project Professional	\$115
Staff Professional	\$105
Technician	\$ 95
(Prevailing Wage Projects Requiring Technician Labor 1.5 times normal rate)	
Draftsman/Illustrator	\$ 75
Word Processor	\$ 60

Other Expenses

Travel Expenses	Cost plus 15 percent
Reproduction Expenses	Cost plus 15 percent
Outside Services and Materials	Cost plus 15 percent
Subconsultant Services	Cost plus 15 percent
Vehicle Mileage	50.5 cents per mile

Equipment Rental

	<u>Daily Rate</u>	<u>Weekly Rate</u>	<u>Monthly Rate</u>
MiniTROLL (data logger)	\$ 85	\$300	\$ 900
HERMIT 3000 (data logger)	\$125	\$400	\$1,200
Pressure Transducer	\$ 50	\$180	\$ 540
Water Level Sounder	\$ 40	\$140	\$ 420
Stream Flow Meter	\$ 40	\$140	\$ 420
Grundfos RediFLO 2 Sample Pump	\$150	\$450	\$1,350
Trash Pump (3-inch dia. discharge)	\$ 65	\$260	\$ 780
HyDAC/Hanna (Ec, pH, temp. meter)	\$ 45	\$140	\$ 420
Horiba U-10 Water Quality Probe	\$ 75	\$260	\$ 780
YSI 556MPS Water Quality Probe	\$ 65	\$220	\$ 660
Rossum Sand Tester	\$ 25	\$ 75	\$ 225
Mud Parameter Test Kit	\$ 35	\$140	\$ 420
Drilling Fluid/Mud Press	\$ 45	\$180	\$ 540
MFI/SDI Test Kit	\$ 25	\$ 75	\$ 225
Truck Rental (3/4 ton)	\$100	\$600	\$2,400
Truck Rental (3/4 ton extended)	\$120	\$700	\$2,900
Truck Rental (1 ton)	\$140	\$800	\$3,200
Field Computer	\$ 50	-----	-----
Digital Camera	\$ 15	-----	-----
GA-52Cx Magnetometer	\$ 40	\$120	-----
Field Handheld GPS Unit	\$ 15	-----	-----
Water Quality Bailer (2")	\$ 35	-----	-----
Tedlar Gas Sample Bags	\$ 30	-----	-----
Nitrate or Chloride Field Test Kits	\$ 30	-----	-----
Electric Generator (220/110 W) (8 hr/day)	\$ 65	\$200	\$ 600
Electric Power Inverter (8 hr/day)	\$ 25	\$ 75	\$ 180
Downhole Video Camera (hand operated)	\$400	-----	-----



Item # J-1

INFORMATION ONLY

NO ACTION REQUIRED

DATE: November 20, 2008
TO: City Council
FROM: Edmund F. Sotelo, City Manager
City Manager's Office
SUBJECT: Executed Contracts

Pursuant to City Council Resolution No. 13,014, there were no contracts meeting the criteria of amounts over \$100,000 to \$250,000 for the period of October 1 -31 2008.

000051

		Council Contracts October 1-31, 2008		
DEPARTMENT	VENDOR	DESCRIPTION	AMOUNT	
Development Services Matthew Winegar	Agreement#4297-07-DS Rincon Consultants, Inc.	To conduct a Phase I Environmental Site Assessment, Home Site	Contract Amount: \$106,955	
Development Services Cynthia Daniels	Agreement#3972-06-PW Tetra Tech, Inc.	Professional engineering services for plans, specifications and estimate for the OTC long-term parking lot at 255-273 East Fifth Street	Contract Amount: \$158,941	
Police Department AC Jason Benites	Agreement#4565-08-PO Ventura County District Attorney	Vertical prosecution of criminal cases arising out of violations of the Colonia Chiques and Southside Chiques gang injunctions	Contract Amount: \$171,958	
General Services Joel Galaviz	Agreement#4581-08-CM Kaneko Landscaping, Inc.	Provide landscaping maintenance services for Westport	Contract Amount: \$172,800 for a three year term	
General Services Joel Galaviz	Agreement#4582-08-CM Kaneko Landscaping Inc.	Provide landscape maintenance services for District #46 Daily Ranch	Contract Amount: \$111,600 for a three year term	
Development Services Cynthia Daniels	Agreement#3972-06-PW Tetra Tech, Inc.	Contract is for professional engineering services for plans, specifications and estimate for the Oxnard Transportation Center long-term parking lot at Fifth Street	Contract Amount: \$158,941	
Police Department Scott Hebert	Agreement #977-00-PD Gold Coast K9	Advanced K9 handler training in obedience, protection and police work in addition to K9 sniffs - extension of contract	Contract Amount: \$250,000	
Police Department Sylvia Paniagua	Agreement# 4537-08-PO Police Reports US	Hosting of police reports by insurance	Contract Amount: \$115,000 in fee collection over a 5-year period	



Item # J-2

INFORMATION ONLY

NO ACTION REQUIRED

DATE: November 7, 2008

TO: City Council

FROM: James Cameron, Chief Financial Officer
Finance Department

A handwritten signature in black ink, appearing to read 'James Cameron', is written over the printed name and title in the 'FROM' field. To the right of the signature is a large, stylized initial 'JC'.

SUBJECT: Monthly Budget Status Report for the Period Ending October 31, 2008

The monthly budget status report for revenues and expenses include both Governmental and Enterprise Funds for the Period ending October 31, 2008. Because this report includes year-end accruals for fiscal year 2008, there are timing issues on offsetting revenues and expenditures.

JC:MM:tr

Attachment #1: Monthly Budget Status Reports

**City of Oxnard
Monthly Budget Status Report
For the Period Ending October 31, 2008**

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**City of Oxnard
General Fund
Budget Status Report
For the Month Ended October 31, 2008 (FY 2008-2009)
(Unaudited)**

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u> ^a
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes:			
Property Taxes	\$ 26,055,000	\$ 26,055,000	\$ 1,447,613 ^b
Property Tax in-lieu of Vehicle License Fee	15,100,000	15,100,000	-
Sales Tax	25,300,000	25,300,000	2,779,800 ^c
Other Taxes and Fees	14,650,000	14,650,000	5,986,453
Licenses and Permits	2,920,000	2,920,000	648,400
Intergovernmental	11,849,500	11,849,500	2,843,617
Charges for Services	12,850,744	12,850,744	3,463,702
Fines and Forfeitures	730,000	730,000	91,447
Investment Earnings	2,400,000	2,400,000	366,731
Miscellaneous	1,603,459	1,614,766	387,461
Total Operating Revenues	\$ 113,458,703	\$ 113,470,010	\$ 18,015,224
Operating Expenditures			
General Government	12,845,595	12,311,786	4,157,308
Public Safety	65,293,433	64,979,720	20,220,351
Transportation	3,224,787	3,243,861	1,076,576
Community Development	8,463,178	8,831,193	2,761,718
Culture and Recreation	22,428,370	23,034,672	7,437,212
Total Operating Expenditures	\$ 112,255,363	\$ 112,401,232	\$ 35,653,165
NET REVENUES FROM OPERATIONS	\$ 1,203,340	\$ 1,068,778	\$ (17,637,941)

Notes:

- a Actual amounts reflect accruals for receipts recognized in the prior year.
- b Property tax payments received in December and April.
- c Current year receipts adjusted for year-end accrual of \$3,004,400

**City of Oxnard
General Fund
Budget Status Report
For the Month Ended October 31, 2008 (FY 2008-2009)
(Unaudited)**

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u> ^a
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Payments on CDC loan	\$ 1,030,600	\$ 1,030,600	\$ -
Transfers in	2,407,901	2,407,901	2,371,151
Other Non-recurring Sources	<u>1,000,000</u>	<u>1,000,000</u>	<u>1,000,000</u>
Sub-total Non-operating Sources	<u>4,438,501</u>	<u>4,438,501</u>	<u>3,371,151</u>
Non-operating Uses			
Capital outlay	967,220	1,705,800	274,942
Loan to CDC	1,030,600	1,030,560	1,030,560
Reserve for appropriation/contingencies	250,000	163,834	-
Other Non-recurring Uses	-	-	-
Transfers out	<u>4,913,221</u>	<u>5,038,652</u>	<u>327,287</u>
Sub-total Non-operating Uses	<u>7,161,041</u>	<u>7,938,846</u>	<u>1,632,789</u>
NET NON-OPERATING SOURCES AND USES	\$ (2,722,540)	\$ (3,500,345)	\$ 1,738,362
USE OF FUND BALANCE			
Appropriated Fund Balance	1,519,200	1,519,200	1,519,200
Designated for Deferred Revenue and Advances	-	-	-
Use of Reserve for Encumbrances	-	771,660	771,660
From Available Fund Balance	<u>-</u>	<u>140,707</u>	<u>13,608,719</u> ^d
TOTAL USE OF FUND BALANCE	\$ 1,519,200	\$ 2,431,567	\$ 15,899,579
FISCAL YEAR BALANCE	\$ -	\$ -	\$ -

Notes:

d Temporary use of fund balance due to lag in property taxes and recognition of future years.

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