



*Mayor Sylvia Ballin • Mayor Pro Tem Robert C. Gonzales  
Councilmember Jesse H. Avila • Councilmember Joel Fajardo • Councilmember Antonio Lopez  
City Manager Brian Saeki*

**SAN FERNANDO CITY COUNCIL**  
**REGULAR MEETING NOTICE & AGENDA**

**JUNE 2, 2014 – 6:00 PM**

**COUNCIL CHAMBERS  
117 MACNEIL STREET  
SAN FERNANDO, CA 91340**

**CALL TO ORDER/ROLL CALL**

**PLEDGE OF ALLEGIANCE**

Police Cadet Alfredo Mendoza

**APPROVAL OF AGENDA**

**PUBLIC STATEMENTS – WRITTEN/ORAL**

There will be a three (3) minute limitation per each member of the audience who wishes to make comments relating to City Business. Anyone wishing to speak, please fill out the blue form located at the Council Chambers entrance and submit it to the City Clerk. When addressing the City Council please speak into the microphone and voluntarily state your name and address.

**CONSENT CALENDAR**

Items on the Consent Calendar are considered routine and may be disposed of by a single motion to adopt staff recommendation. If the City Council wishes to discuss any item, it should first be removed from the Consent Calendar.

**1) REQUEST TO APPROVE MINUTES OF:**

- a. MAY 5, 2014 – REGULAR MEETING**
- b. MAY 19, 2014 – REGULAR MEETING**
- c. MAY 27, 2014 – SPECIAL MEETING**

**2) REQUEST TO APPROVE WARRANT REGISTER NO 14-061**



SAN FERNANDO CITY COUNCIL  
REGULAR MEETING NOTICE & AGENDA – JUNE 2, 2014  
PAGE 2

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**3) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH COLLIERS INTERNATIONAL FOR COMMERCIAL REAL ESTATE BROKERAGE AND ADVISORY SERVICES**

Recommend that the City Council:

- a. Approve a Professional Services Agreement with Colliers International to provide the City with commercial real estate brokerage services in order to assist the City with the sale of City properties (former fire stations) located at 1211 First Street and 519 South Brand Boulevard for a commission not to exceed five (5) percent of the total purchase price of said properties; and
- b. Authorize the City Manager to execute the Agreement with Colliers International.

**4) CONSIDERATION TO REJECT CONSTRUCTION BIDS FOR THE SAN FERNANDO POLICE DEPARTMENT SHOOTING RANGE UPGRADE**

Recommend that the City Council:

- a. Reject all construction bids for the San Fernando Police Department Shooting Range Upgrade; and
- b. Authorize staff to re-assess and re-advertise the project.

**5) CONSIDERATION TO ADOPT RESOLUTION NO. 7610 APPROVING THE REALLOCATION OF GENERAL FUNDS FOR A TEMPORARY PART-TIME PLANNING CONSULTANT**

Recommend that the City Council adopt Resolution No. 7610 approving the reallocation of General Funds for a temporary part-time Planning Consultant.

## ADMINISTRATIVE REPORTS

**6) CONSIDERATION TO APPROVE HEALTHY SAN FERNANDO! CAMPAIGN**

Recommend that the City Council authorize the City Manager to allocate City staff to implement the Healthy San Fernando! Campaign.

## COMMITTEE/COMMISSION LIAISON UPDATES

## GENERAL COUNCIL COMMENTS



SAN FERNANDO CITY COUNCIL  
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## STAFF COMMUNICATION

## ADJOURNMENT

*I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting.*

*Elena G. Chávez, City Clerk*

*Signed and Posted: May 29, 2014 (2:00 p.m.)*

*Agendas and complete Agenda Packets (including staff reports and exhibits related to each item) are posted on the City's Internet Web site ([www.sfcity.org](http://www.sfcity.org)). These are also available for public reviewing prior to a meeting in the City Clerk's Office. Any public writings distributed by the City Council to at least a majority of the Councilmembers regarding any item on this regular meeting agenda will also be made available at the City Clerk's Office at City Hall located at 117 Macneil Street, San Fernando, CA, 91340 during normal business hours. In addition, the City may also post such documents on the City's Web Site at [www.sfcity.org](http://www.sfcity.org). In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification/accommodation to attend or participate in this meeting, including auxiliary aids or services please call the City Clerk's Office at (818) 898-1204 at least 48 hours prior to the meeting.*

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# **San Fernando City Council**

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**SAN FERNANDO CITY COUNCIL  
MINUTES**

**MAY 5, 2014 – 6:00 P.M.  
REGULAR MEETING**

City Hall Council Chambers  
117 Macneil Street  
San Fernando, CA 91340

**CALL TO ORDER/ROLL CALL**

Mayor Sylvia Ballin called the meeting to order at 6:08 p.m.

Present:

Council: Mayor Sylvia Ballin, Mayor Pro Tem Robert C. Gonzales, and Councilmembers Jesse H. Avila, Joel Fajardo, and Antonio Lopez

Staff: City Manager Brian Saeki, City Attorney Rick R. Olivarez, and City Clerk Elena G. Chávez

**PLEDGE OF ALLEGIANCE**

Led by Police Explorer Samantha Martinez

**PRESENTATIONS**

The following presentations were made:

- A) MAY – OLDER AMERICANS MONTH
- B) MAY – CalFRESH AWARENESS MONTH
- C) NATIONAL PUBLIC WORKS WEEK (MAY 18-24)

**APPROVAL OF AGENDA**

Motion by Councilmember Fajardo, seconded by Councilmember Avila, to approve the agenda. By consensus, the motion carried.

**SAN FERNANDO CITY COUNCIL****MINUTES – May 5, 2014****Page 2****PUBLIC STATEMENTS – WRITTEN/ORAL**

Benita Rivera talked about the Senior Citizen lunch program and said that sometimes there aren't enough meals for all of the seniors that show up.

Elizabeth Rosen invited everyone to the High-Speed Rail meeting to be held at the Pool Facility on May 20<sup>th</sup>.

Patty Lopez said she protested the meeting held last week, at a public facility, for State Senate candidate.

Carolina Perez said she was also disappointed and outraged and asked that elected officials not use their titles or City facilities when endorsing candidates for office.

Ricardo Benitez, Sylmar, agreed with comments made by Patty Lopez and Carolina Perez.

Councilmember Fajardo thanked the speakers for their comments and for keeping communication lines open and would be happy to meet with them and go over their concerns.

**CONSENT CALENDAR**

Motion by Councilmember Avila, seconded by Mayor Pro Tem Gonzales, to approve the Consent Calendar Items:

- 1) REQUEST TO APPROVE MINUTES OF:
  - a) MARCH 24, 2014 – SPECIAL MEETING
  - b) APRIL 21, 2014 – REGULAR MEETING
- 2) REQUEST TO APPROVE WARRANT REGISTER NO 14-051
- 3) CONSIDERATION TO ACCEPT SUPPLEMENTAL FUNDS FOR THE ELDERLY NUTRITION PROGRAM FOR FISCAL YEAR (FY) 2013-2014
- 4) CONSIDERATION TO ADOPT A RESOLUTION AND APPROVE A COOPERATION AGREEMENT BETWEEN LOS ANGELES COUNTY AND THE CITY
- 5) CONSIDERATION TO PURCHASE REPLACEMENT FIREARMS FOR SWORN PERSONNEL
- 6) UPDATE REGARDING TRAFFIC MODIFICATION REQUEST FROM VISTA DEL VALLE DUAL LANGUAGE ACADEMY

**SAN FERNANDO CITY COUNCIL****MINUTES – May 5, 2014****Page 3**

- 7) CONSIDERATION TO AMEND THE CONTRACT WITH TECS ENVIRONMENTAL COMPLIANCE SERVICES, INC. FOR MUNICIPAL NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) COMPLIANCE ASSISTANCE

By consensus, the motion carried.

**ADMINISTRATIVE REPORTS**

- 8) USE OF THE COMMUNITY INVESTMENT FUND – RECYCLING REVENUE SHARING FUND TO OFFSET COSTS RELATED TO THE UPCOMING 5K RELAY RACE

City Manager Brian Saeki presented the staff report.

Discussion ensued and, by consensus, staff was directed to come back with a policy (guidelines) that would clarify all concerns.

By consensus, Councilmembers concurred to receive and file the report.

- 9) CONSIDERATION TO ADOPT A RESOLUTION TO SUPPORT FILM TAX CREDIT (AB 1839)

Motion by Mayor Pro Tem Gonzales, seconded by Councilmember Avila, to adopt Resolution 7598. By consensus, the motion carried.

- 10) RATIFICATION OF CITY COUNCIL LIAISON ASSIGNMENTS FOR 2014-2015

Motion by Councilmember Lopez, seconded by Councilmember Gonzales, to approve the City Council Liaison Assignments for 2014-2015 and to add Personnel Manager Michael Okafor as a sub-alternate to ICRMA (in the event that neither the Mayor nor City Manager are able to attend meetings). By consensus, the motion carried.

**COMMITTEE/COMMISSION LIAISON UPDATES**

Councilmember Avila talked about the traffic and gymnasium issues that have come up at the Transportation and Safety Commission meetings.

Councilmember Fajardo reported that the Education Commission meeting was postponed.

Mayor Pro Tem Gonzales reported that ICA (Independent Cities Association) will meet this week.

**SAN FERNANDO CITY COUNCIL****MINUTES – May 5, 2014****Page 4**

In response to Mayor Ballin's suggestion, City Manager Saeki agreed that staff will report back at a Study Session regarding City Commissions (i.e., perhaps consolidating and/or dissolving some).

**GENERAL COUNCIL COMMENTS**

Councilmember Fajardo thanked Public Works employees and is looking forward to seeing everyone at the barbeque.

Councilmember Avila said he welcomed dissent and encourages public participation.

Mayor Pro Tem Gonzales thanked those that assisted on the bikepath clean-up event.

Mayor Ballin said she is excited about the direction that the City going.

**STAFF COMMUNICATION**

None

**RECESS TO CLOSED SESSION (7:06 P.M.)**

By consensus, Councilmembers recessed to the following Closed Session as announced by City Attorney Olivarez.

- A) CONFERENCE WITH REAL PROPERTY NEGOTIATORS (G.C. §54956.8)  
Property Location: City-owned parking lot property (Parking Lot No. 3 at San Fernando Mission Blvd. and Celis St.), APNs 2521-031-901 and 2521-031-902 and Other City-owned Real Property with APN 2521-031-903  
City Negotiator: Brian Saeki, City Manager  
Negotiating Parties: Severyn Aszkenazy, Aszkenazy Development  
Under Discussion: Price and Terms of Payment as relates to potential use and/or disposition of City-owned real properties
- B) CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTIONS 54956.9(d)(2) AND 54956.9(e)(1)  
Conference with Legal Counsel to Discuss Facts and Circumstances to Discuss Facts and Circumstances Unknown to a Potential Plaintiff that Create a Significant Exposure to Litigation and/or Anticipated Litigation for the City  
One (1) matter.
- C) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
G.C. §54956.9(d)(1)

**SAN FERNANDO CITY COUNCIL****MINUTES – May 5, 2014****Page 5**

Name of Case: City of San Fernando et al. v. Wendy L. Wantanabe, in her official capacity as the Auditor-Controller of the County of Los Angeles  
LASC Case No.: 34-2013-80001550-CU-WM-GDS

**RECONVENE/REPORT OUT FROM CLOSED SESSION**

City Attorney Olivarez reported the following:

- Item A – City Council received a briefing from the City Manager and staff on various issues concerning proposed price and terms relating to the subject property. The City Council asked questions of staff regarding specific details of the status and timing of negotiations with the property owner and gave unanimous direction to the City Manager to continue negotiating with the property owner concerning the subject property. The City Council did not take any final action. There is nothing further to report at this time.
- Item B – City Council received a report from the City Attorney on a matter which may lead to potential litigation against the City. The City Council asked the City Attorney a number of questions regarding this item which he answered. The City Council gave the City Attorney unanimous direction, but did not take any final action. There is nothing further to report at this time.
- Item C – City Council received a report from the City Attorney on this matter. The City Attorney advised the City Council that although the Judge’s tentative ruling was in favor of the City, the Judge, at the request of opposing counsel, ordered additional briefing on certain legal issues. The City Council gave the City Attorney unanimous direction to continue to litigate the matter. The City Council did not take any final action. There is nothing further to report at this time.

**ADJOURNMENT (8:01 P.M.)**

By consensus, the meeting was adjourned.

*I do hereby certify that the foregoing is a true and correct copy of the minutes of May 5, 2014, meeting as approved by the San Fernando City Council.*

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*Elena G. Chávez*  
City Clerk

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**SAN FERNANDO CITY COUNCIL  
MINUTES**

**MAY 19, 2014 – 6:00 P.M.  
REGULAR MEETING**

City Hall Council Chambers  
117 Macneil Street  
San Fernando, CA 91340

**CALL TO ORDER/ROLL CALL**

Mayor Sylvia Ballin called the meeting to order at 6:05 p.m.

Present:

Council: Mayor Sylvia Ballin, Mayor Pro Tem Robert C. Gonzales, and Councilmembers Jesse H. Avila and Joel Fajardo

Staff: City Manager Brian Saeki, City Attorney Rick R. Olivarez, and City Clerk Elena G. Chávez

Absent: Councilmember Antonio Lopez (notified staff he was ill and would not be able to attend the meeting)

**PLEDGE OF ALLEGIANCE**

Led by Police Explorer Alberto Barragan

**PRESENTATIONS**

The following presentations were made:

- A) MAY – INTERNATIONAL INTERNAL AUDIT AWARENESS MONTH
- B) INTRODUCTION OF NEW POLICE CANINE “ALEX”
- C) INTRODUCTION OF NEW POLICE OFFICER BENNY SIMONZAD

**APPROVAL OF AGENDA**

Motion by Councilmember Fajardo, seconded by Councilmember Avila, to approve the agenda. By consensus, the motion carried.

**SAN FERNANDO CITY COUNCIL****MINUTES – May 19, 2014****Page 2****PUBLIC STATEMENTS – WRITTEN/ORAL**

None

**CONSENT CALENDAR**

Motion by Councilmember Fajardo, seconded by Mayor Pro Tem Gonzales, to approve the Consent Calendar Items:

- 1) REQUEST TO APPROVE WARRANT REGISTER NO 14-051
- 2) FACILITY FEE WAIVER POLICY UPDATE
- 3) ADOPT RESOLUTION NO. 7601 APPOINTING THE CITY'S REPRESENTATIVES TO THE INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY (ICRMA) GOVERNING BOARD
- 4) FISCAL YEAR (FY) 2014-2015 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT (LLAD) – APPROVAL OF ENGINEER'S REPORT AND SETTING DATE FOR THE PUBLIC HEARING
- 5) ADOPT RESOLUTION NO. 7608 TO ACCEPT DONATIONS FOR A REPLACEMENT POLICE CANINE AND MANDATORY TRAINING COURSE
- 6) DISASTER COUNCIL APPOINTMENTS
- 7) ADOPT RESOLUTION NO. 7602 TO AUTHORIZE THE CITY MANAGER, OR HIS DESIGNEE, TO SET THE CITY'S COMPRESSED NATURAL GAS (CNG) FUEL RETAIL PRICES
- 8) RESOLUTIONS APPROVING A NEW JOB SPECIFICATION FOR DEPUTY CITY MANAGER/ PUBLIC WORKS DIRECTOR AND AMENDING THE SALARY PLAN AND THE TABLE OF ORGANIZATION

By consensus, the motion carried.

**ADMINISTRATIVE REPORTS**

- 9) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH SARGENT TOWN PLANNING TO PREPARE THE CITY OF SAN FERNANDO TRANSIT ORIENTED DEVELOPMENT OVERLAY (TOD) ZONE PROJECT

Community Development Director Fred Ramirez presented the staff report.

**SAN FERNANDO CITY COUNCIL****MINUTES – May 19, 2014****Page 3**

Motion by Mayor Pro Tem Gonzales, seconded by Councilmember Avila to:

- a. Approve a Professional Services Agreement (Contract No. 1745) with Sargent Town Planning to prepare the City of San Fernando TOD Overlay Zone Project, per the approved scope of work, in an amount not to exceed \$290,519, with an additional three percent (3%) contingency for unforeseen, additional work; and
- b. Authorize the City Manager to execute the Agreement with Sargent Town Planning.

By consensus, the motion carried.

**COMMITTEE/COMMISSION LIAISON UPDATES**

Councilmember Avila reported that the Planning Committee is hard at work and stated that there is emergency preparedness training scheduled with the Disaster Council.

Mayor Pro Tem Gonzales announced that he was elected to the Board of Directors on ICA (Independent Cities Association) and that they voted to support SB 1262, SB 511, and SB 1129.

Mayor Ballin reported that MWD (Metropolitan Water District) voted in a new Board Chair, Randy Record, and that San Fernando will be very supportive of him.

**GENERAL COUNCIL COMMENTS**

Councilmember Fajardo said he is very appreciative of a short Council meeting.

Councilmember Avila requested that the meeting adjourn in memory of resident Luis Salcedo Garcia.

Mayor Pro Tem Gonzales announced that there is a High-Speed Rail Authority meeting scheduled tomorrow at the Pool Facility and reported that Councilmembers all attended the Pacoima Wash Natural Park opening on Eighth Street.

Mayor Ballin reported that Recreation and Community Services Operations Manager Ismael Aguila received a prestigious award this week.

**STAFF COMMUNICATION**

(Los Angeles Fire Department representative – did not state name) reminded everyone that we are still in brush season and are experiencing unprecedented fire hazards.

**SAN FERNANDO CITY COUNCIL****MINUTES – May 19, 2014****Page 4**

Recreation and Community Services Operations Manager Aguila reported that the volunteer program director for the 100 Citizens Program won a prestigious award and invited everyone to the 19<sup>th</sup> Annual Senior Expo.

**RECESS TO CLOSED SESSION**

By consensus, Councilmembers recessed to the following Closed Session as announced by City Attorney Olivarez:

- A) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
G.C. §54956.9(d)(2) AND §54956.9(e)(1)  
One (1) Potential Case
  
- B) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
G.C. §54956.9(d)(1)  
Name of Case: City of San Fernando et al. v. Wendy L. Wantanabe, in her official capacity as the Auditor-Controller of the County of Los Angeles  
LASC Case No.: 34-2013-80001550-CU-WM-GDS

**RECONVENE/REPORT OUT FROM CLOSED SESSION**

City Attorney Olivarez reported the following:

- Item A – The City Council received a briefing from the City Attorney; the City Council gave unanimous direction to the City Attorney on how to proceed in this matter; but no final action was taken.
- Item B – The City Council received a briefing on the status of the litigation from the City Attorney; the City Council gave unanimous direction the City Attorney on how to proceed in the litigation; but no final action was taken.

**ADJOURNMENT (7:42 P.M.)**

By consensus, the meeting was adjourned.

*I do hereby certify that the foregoing is a true and correct copy of the minutes of May 19, 2014, meeting as approved by the San Fernando City Council.*

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*Elena G. Chávez*  
City Clerk

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**SAN FERNANDO CITY COUNCIL  
MINUTES**

**MAY 27, 2014 – 7:30 P.M.  
SPECIAL MEETING**

City Hall Community Room  
117 Macneil Street  
San Fernando, CA 91340

**CALL TO ORDER/ROLL CALL**

Mayor Sylvia Ballin called the meeting to order at 7:31 p.m.

Present:

Council: Mayor Sylvia Ballin, Mayor Pro Tem Robert C. Gonzales and Councilmembers Jesse H. Avila, Joel Fajardo, and Antonio Lopez

Staff: City Manager Brian Saeki and City Clerk Elena G. Chávez

**PLEDGE OF ALLEGIANCE**

Led by Maria Carrillo

**APPROVAL OF AGENDA**

Motion by Councilmember Lopez, seconded by Councilmember Avila, to approve the agenda. By consensus, the motion carried.

**PUBLIC STATEMENTS – WRITTEN/ORAL**

None

**ADMINISTRATIVE REPORTS**

1) STUDY SESSION FOR FISCAL YEAR 2014-2015 BUDGET

City Manager Brian Saeki and Interim Finance Director Rafaela King gave a general overview and each Department Head/Manager made a brief presentation.

Discussion ensued, staff replied to various questions from Councilmembers, but no action was taken.

**SAN FERNANDO CITY COUNCIL  
SPECIAL MEETING MINUTES – May 27, 2014**

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**RECESS TO CLOSED SESSION (9:14 P.M.)**

By consensus, Councilmembers recessed to the following Closed Session:

- A) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
G.C. §54956.9(a)

Name of Case: Paul Ventimiglia v. City of San Fernando, et al  
Case No.: PC053583

**RECONVENE/REPORT OUT FROM CLOSED SESSION**

Direction was given but no final action was taken.

**ADJOURNMENT (9:30 P.M.)**

By consensus, the meeting was adjourned.

*I do hereby certify that the foregoing is a true and correct copy of the minutes of May 27, 2014 meeting as approved by the San Fernando City Council.*

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*Elena G. Chávez  
City Clerk*





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**FINANCE DEPARTMENT****MEMORANDUM**

**TO:** Mayor Sylvia Ballin and Councilmembers

**FROM:** Rafaela T. King, Interim Finance Director/Deputy Finance Director

**DATE:** June 2, 2014

**SUBJECT:** Warrant Register

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**RECOMMENDATION:**

It is recommended that the City Council adopt a Resolution (Attachment "A") approving the Warrant Register.

**BACKGROUND:**

For each City Council meeting the Finance Department prepares a Warrant Register for Council approval. The Register includes all recommended payments for the City. Checks, other than handwritten checks, generally are not released until after the Council approves the Register. The exceptions are for early releases to avoid penalties and interest, excessive delays and in all other circumstances favorable to the City to do so. Handwritten checks are those payments required to be issued between Council meetings such as insurance premiums and tax deposits. Staff reviews requests for expenditures for budgetary approval and then prepares a Warrant Register for Council approval and or ratification. Items such as payroll withholding tax deposits do not require budget approval.

The Deputy Finance Director hereby certifies that all requests for expenditures have been signed by the department head, or designee, receiving the merchandise or services thereby stating that the items or services have been received and that the resulting expenditure is appropriate. The Deputy Finance Director hereby certifies that each warrant has been reviewed for completeness and that sufficient funds are available for payment of the warrant register.

**ATTACHMENT:**

A. Warrant Register Resolution

**ATTACHMENT "A"**

**RESOLUTION NO. 14-061**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SAN FERNANDO ALLOWING AND APPROVING FOR  
PAYMENT DEMANDS PRESENTED ON DEMAND/  
WARRANT REGISTER NO. 14-061**

**THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY  
RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:**

1. That the demands (EXHIBIT "A") as presented, having been duly audited, for completeness, are hereby allowed and approved for payment in the amounts as shown to designated payees and charged to the appropriate funds as indicated.

2. That the City Clerk shall certify to the adoption of this Resolution and deliver it to the City Treasurer.

**PASSED, APPROVED, AND ADOPTED** this 6<sup>th</sup> day of June, 2014.

\_\_\_\_\_  
Sylvia Ballin, Mayor

**ATTEST:**

\_\_\_\_\_  
Elena G. Chávez, City Clerk

**STATE OF CALIFORNIA            )**  
**COUNTY OF LOS ANGELES        ) ss**  
**CITY OF SAN FERNANDO         )**

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 6<sup>th</sup> day of June, 2014, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
Elena G. Chávez, City Clerk

**EXHIBIT "A"**

vchlist **Voucher List** Page: 1  
 05/28/2014 4:20:04PM CITY OF SAN FERNANDO

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
105961	6/2/2014	100101 VERIZON WIRELESS-LA	970459610		VARIOUS CELL PHONES 001-310-0000-4220 072-360-0000-4220 001-101-0109-4220 001-101-0111-4220 001-101-0113-4220 001-105-0000-4220	33.58 25.01 34.81 37.77 34.68 33.40
<b>Total :</b>						<b>199.25</b>
105962	6/2/2014	100143 ALONSO, SERGIO	APRIL 2014		MARIACHI MASTER APPRENTICE PRO 108-424-3657-4260	825.00
<b>Total :</b>						<b>825.00</b>
105963	6/2/2014	100175 AMERICAN WATER WORKS ASSOC.	7000803853		MEMBERSHIP DUES - #00662165 070-381-0000-4370	244.00
<b>Total :</b>						<b>244.00</b>
105964	6/2/2014	100409 BOTACH TACTICAL	97625		GLOCK PISTOL MAGAZINES 001-222-0000-4300	545.00
<b>Total :</b>						<b>545.00</b>
105965	6/2/2014	100532 STATE OF CALIFORNIA, DEPARTMENT OF JU	030613		DOJ LIVESCAN FINGERPRINTING - APF 004-2386	3,864.00
<b>Total :</b>						<b>3,864.00</b>
105966	6/2/2014	100713 CITY OF GLENDALE	GLN0000005853		ICIS PARTICIPATION RADIO FREQUEN 001-222-0000-4260	83.34
<b>Total :</b>						<b>83.34</b>
105967	6/2/2014	100805 COOPER HARDWARE INC.	91849 92018 92065		PADLOCK, QUICK SNAP & KEY 001-370-0301-4300 CONCRETE FOR SIGN POST INSTALLA 001-370-0301-4300 SCREWS FOR PED PUSH BUTTON SIG 001-371-0000-4300	34.36 6.06 21.58
<b>Total :</b>						<b>62.00</b>

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vchlist **Voucher List** Page: 2  
 05/28/2014 4:20:04PM CITY OF SAN FERNANDO

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
105968	6/2/2014	100886 LOS ANGELES DAILY NEWS	0010511035		PUBLICATION FEES FOR PUBLIC HEAF 001-3706-0000	681.10
<b>Total :</b>						<b>681.10</b>
105969	6/2/2014	101089 ESCOBAR, MARCO	051414 - 2 051414 - 3 051414-1		L P SENIOR PETTY CASH REIMB. 004-2380 L P SENIOR PETTY CASH REIMB. 004-2380 L P SENIOR PETTY CASH REIMB. 004-2380	162.19 33.06 80.58
<b>Total :</b>						<b>275.83</b>
105970	6/2/2014	101147 FEDEX	2-656-50363		COURIER SERVICE 001-190-0000-4280	129.00
<b>Total :</b>						<b>129.00</b>
105971	6/2/2014	101302 VERIZON	8181811075 8181811111 8181811114 8181811126 8181811136 8181973209 8181973210 8181973211 8181990351 8183610901 8183612385		CITY HALL PAGING 001-190-0000-4220 MUSIC CHANNEL 001-190-0000-4220 CITY YARD AUTO DIALER 070-384-0000-4220 RADIO REPEATER 001-222-0000-4220 RADIO REPEATER 001-222-0000-4220 PARKS MAJOR PHONE LINES 001-420-0000-4220 PD MAJOR PHONE LINES 001-222-0000-4220 PHONE BILL 001-190-0000-4220 PAC 50 TO SHERRIFFS 001-222-0000-4220 SEWER FLOW MONITOR 072-360-0000-4220 MTA PHONE LINE	39.98 39.98 43.91 43.91 43.91 1,543.28 2,528.39 2,568.76 495.36 44.29

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05/28/2014	4:20:04PM	CITY OF SAN FERNANDO					
Bank code : bank							
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
105971	6/2/2014	101302 VERIZON	(Continued)				
			8183613958		007-440-0441-4220	97.47	
					001-190-0000-4220	48.73	
			8183617825		CNG STATION		
					001-320-3661-4220	43.16	
			8188315002		HERITAGE PARK IRRIGATION SYSTEM		
					001-420-0000-4220	48.74	
			8188377174		PD SPECIAL PROBLEMS		
					001-222-0000-4220	45.85	
			8188381841		PD SPECIAL PROBLEMS		
					001-222-0000-4220	20.67	
			8188981293		ENGINEERING FAX MODEM		
					001-310-0000-4220	21.21	
			8188987373		CITY YARD MAJOR PHONE LINES		
					070-384-0000-4220	798.21	
			8188987385		PD EMERGENCY		
					001-222-0000-4220	120.20	
					LP FAX LINE		
					001-420-0000-4220	89.99	
					<b>Total :</b>	<b>8,726.00</b>	
105972	6/2/2014	101427 H.C. STROUD	11786		FAN MOTOR REPLACEMENT - WELL 2#		
					070-384-0000-4330	132.41	
					<b>Total :</b>	<b>132.41</b>	
105973	6/2/2014	101434 GUZMAN, JESUS ALBERTO	APRIL 2014		MARIACHI MASTER APPRENTICE PRO		
					108-424-3657-4260	1,500.00	
					<b>Total :</b>	<b>1,500.00</b>	
105974	6/2/2014	101511 HINDERLITER DE LLAMAS & ASSOC.	0022378-IN		CONTRACT SERVICES - SALES 2ND QI		
					001-130-0000-4270	1,200.00	
					001-3210-0000	440.35	
					<b>Total :</b>	<b>1,640.35</b>	
105975	6/2/2014	101528 THE HOME DEPOT CRC, ACCT#603532202490	1022963		INSTALL MINI BLINDS @ PD		
			1280597		001-390-0222-4300	29.84	
					REPAIR WORN BLEACHERS @ LP PAR		
						Page:	3

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
105975	6/2/2014	101528 THE HOME DEPOT CRC, ACCT#603532202490	(Continued)				
			2083719		001-390-0460-4300	68.67	
			2083721		WEED ABATEMENT@ BIKEWAY		
					001-390-0480-4300	122.40	
			2083723		MISC ITEMS		
					001-430-0000-4300	35.65	
			2454137		INSTALL INDUSTRIAL FAUCET @ LP PA		
					001-390-0460-4300	52.19	
			2583053		PIPE CUTTER		
					027-344-0301-4300	148.24	
			3574875		USA PAINT, BOLT LOOSENER, DUCT TA		
					027-344-0301-4300	93.83	
			4037332		WATER HOSE & SPRAY BOTTLES FOR		
					001-390-0410-4300	46.82	
			5570477		PARKING METER POST CAPS		
					029-335-0301-4300	63.36	
			6085263		GRAFFITI REMOVAL SUPPLIES		
					001-152-0000-4300	33.19	
			6094943		INSTALL MINI BINDS @ PD		
					001-390-0222-4300	10.24	
			6182065		N MACLAY IRRIGATION REPAIRS		
					011-311-7510-4300	150.23	
			6182066		PALLET FEE CREDIT		
					070-384-0000-4320	-49.05	
			6182067		PALLET FEE CREDIT		
					070-384-0000-4320	-32.70	
			6182068		PALLET FEE CREDIT		
					070-384-0000-4320	-16.35	
			6182069		PALLET FEE CREDIT		
					070-384-0000-4320	-16.35	
			6973149		PALLET FEE CREDIT		
					070-384-0000-4320	-32.85	
			7082339		SALT		
					070-384-0000-4320	1,105.47	
					WELL MATERIALS		
					070-384-0000-4340	245.06	
					029-335-0301-4300	97.57	
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105975	6/2/2014	101528 THE HOME DEPOT CRC, ACCT#603532202490	(Continued) 9303058		REPL BROKEN WELDING MASK 001-390-0410-4340	59.94	
			W269316463		POWER INVERTER FOR TRUCK-PK553 001-390-0410-4340	141.69	
						<b>Total :</b>	<b>2,357.09</b>
105976	6/2/2014	101529 HOME DEPOT 0609	REFUND		DEP REFUND - RUG EVENT, GARDEN ( ) 001-2710	1,050.00	
						<b>Total :</b>	<b>1,050.00</b>
105977	6/2/2014	101599 IMAGE 2000 CORPORATION	VN376734		FREIGHT - BLACK TONER FOR COPIEF 001-370-0000-4300	13.00	
			VN378005		FREIGHT - TONER DRUM FOR COPIER 001-370-0000-4300	13.00	
						<b>Total :</b>	<b>26.00</b>
105978	6/2/2014	101649 INTER-VALLEY POOL SUPPLY, INC	63439		POOL CHEMICALS 001-430-0000-4300	711.98	
						<b>Total :</b>	<b>711.98</b>
105979	6/2/2014	101666 DE LAGE LANDEN FINANCIAL SERVS	41212257		MAY LEASE PAYMENT - VARIOUS COPI 001-190-0000-4320	443.64	
					001-420-0000-4260	405.44	
					103-420-0000-4260	101.36	
					104-420-0000-4260	101.36	
					070-381-0000-4290	146.70	
						<b>Total :</b>	<b>1,198.50</b>
105980	6/2/2014	101852 LARRY & JOE'S PLUMBING	2591528-0001-02		VERTICAL TURBINE PUMP MOTOR - W 070-384-0301-4300	137.36	
						<b>Total :</b>	<b>137.36</b>
105981	6/2/2014	101957 CITY OF LOS ANGELES	38SF140000013		FIRE/AMBULANCE SERVICES - JUNE 2 001-500-0000-4260	146,489.56	
						<b>Total :</b>	<b>146,489.56</b>
105982	6/2/2014	101971 L.A. MUNICIPAL SERVICES	5007501000		ELECTRIC & LIGHTING - 13655 FOOTHI		
						<b>Total :</b>	<b>146,489.56</b>
						Page:	5

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105982	6/2/2014	101971 L.A. MUNICIPAL SERVICES	(Continued)		070-384-0000-4210	177.73	
						<b>Total :</b>	<b>177.73</b>
105983	6/2/2014	101974 LOS ANGELES COUNTY	APRIL 2014		DEPT OF ANIMAL CARE & CONTROL 001-190-0000-4260	1,357.50	
						<b>Total :</b>	<b>1,357.50</b>
105984	6/2/2014	101990 L.A. COUNTY METROPOLITAN	800058401		TAP CARDS - APRIL 2014 007-440-0441-4260	1,292.00	
						<b>Total :</b>	<b>1,292.00</b>
105985	6/2/2014	102075 MAG-TROL ASSOCIATES, INC.	1177367		STEPPER MOTOR BOOTS - PW4609 001-320-0371-4400	59.62	
						<b>Total :</b>	<b>59.62</b>
105986	6/2/2014	102148 METROPOLITAN WATER DISTRICT	8013		CAPACITY CHARGE 070-384-0000-4450	2,938.33	
						<b>Total :</b>	<b>2,938.33</b>
105987	6/2/2014	102226 MISSION LINEN & UNIFORM	140138130		LAUNDRY 001-225-0000-4350	241.90	
			140138930		LAUNDRY 001-225-0000-4350	287.54	
			140139523		LAUNDRY 001-225-0000-4350	240.92	
			140140294		LAUNDRY 001-225-0000-4350	287.54	
			140140888		LAUNDRY 001-225-0000-4350	242.40	
						<b>Total :</b>	<b>1,300.30</b>
105988	6/2/2014	102303 NACHO'S ORNAMENTAL SUPPLY	INV011546		BIKEWAY ELECTRICAL BOXES 001-390-0470-4300	11.17	
			INV012162		BIKEWAY ELECTRICAL BOXES 001-390-0470-4300	24.09	
						<b>Total :</b>	<b>35.26</b>
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
105989	6/2/2014	102325 NAPA AUTO PARTS	829036		BRAKE MASTER		
			830406		070-384-0000-4400 MASTER CYLINDER	127.38	
			831868		070-384-0000-4400 MASTER CYLINDER RETURNED	234.00	
			834322		070-384-0000-4400 SAMPLING KIT (THERMOMETER & BAT	-361.38	
					070-384-0301-4300	48.67	
					<b>Total :</b>	<b>48.67</b>	
105990	6/2/2014	102387 K.R. NIDA CORPORATION	27065		REPLACEMENT BATTERIES		
					001-152-0000-4300	137.57	
					<b>Total :</b>	<b>137.57</b>	
105991	6/2/2014	102432 OFFICE DEPOT	1679007508		LAMINATION OF *OUT OF ORDER SIGN		
			1680551012		029-335-0301-4300 ANTIBACTERIAL WIPES & HP INK	13.35	
					001-422-0000-4300 004-2346	84.11	
			706925660001		004-2346 BATTERIES, STAPLER, MARKERS & CA	3.25	
					001-140-0000-4300	115.49	
			706925736001		GRAFFITI SUPPLIES		
					001-152-0000-4300	6.00	
			707303230001		ACCU STAMP		
					070-381-0000-4300	21.89	
			708397053001		DEP BAG & BATTERIES		
					001-190-0000-4300	40.24	
					001-130-0000-4300	30.40	
			708397486001		THERMAL PAPER		
					070-382-0000-4300	16.42	
					072-360-0000-4300	16.41	
			708508822001		HIGHLIGHTERS, CD SLEEVES, SEALIN		
					001-222-0000-4300	118.02	
			708509986001		ENVELOPES		
					001-222-0000-4300	2.63	
			708509987001		EASEL PAD		
					001-222-0000-4300	69.12	
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105991	6/2/2014	102432 OFFICE DEPOT	(Continued)		EASEL & TOTE		
			708509988001		001-222-0000-4300	68.11	
			708509989001		NOTEBOOKS		
					001-222-0000-4300	10.90	
			711134990001		HOOKS, PENS & HIGHLIGHTERS		
					001-152-0000-4300	69.17	
			711809771001		COPY PAPER & PENS		
					001-222-0000-4300	361.09	
					<b>Total :</b>	<b>1,046.60</b>	
105992	6/2/2014	102506 PANTOJA, DANITZA	MAY 2014		COMMISSIONER'S REIMBURSEMENT		
					001-420-0000-4111	50.00	
					<b>Total :</b>	<b>50.00</b>	
105993	6/2/2014	102530 AT & T	818-270-2203		ISDN LINE/LASN NETWORK		
					001-222-0000-4220	134.83	
					<b>Total :</b>	<b>134.83</b>	
105994	6/2/2014	102694 PROMOTIONAL MERCHANDISING INK	8400		CPO UNIFORMS		
					001-152-0000-4300	95.92	
					<b>Total :</b>	<b>95.92</b>	
105995	6/2/2014	102779 RAMIREZ, THOMAS	MAY 2014		KARATE INSTRUCTOR		
					017-420-1326-4260	690.00	
					<b>Total :</b>	<b>690.00</b>	
105996	6/2/2014	102930 ROYAL WHOLESALE ELECTRIC	8901-697939		REPLACEMENT 8-FT STEP LADDER		
					001-370-0301-4300	234.35	
			8901-697940		REPLACEMENT 8-FT STEP LADDER		
					001-370-0301-4300	234.35	
					<b>Total :</b>	<b>468.70</b>	
105997	6/2/2014	102958 S & S WORLDWIDE	ORDER #40064983		GRIDLEY CRAFT SUPPLIES		
					103-420-0000-4300	1,195.25	
					104-420-0000-4300	1,195.25	
					<b>Total :</b>	<b>2,390.50</b>	
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
105998	6/2/2014	102967 SCOTT FAZEKAS & ASSOCIATES INC	17493		PLAN CHECK CONSULTANT 001-2698	1,968.32	
					<b>Total :</b>	<b>1,968.32</b>	
105999	6/2/2014	103010 SAM'S CLUB DIRECT, #0402465855179	5757		PLATES, UTENSILS, BATTERIES, COFF 001-222-0000-4300	506.83	
			6522		GLOVES & BANDAIDS 001-422-0000-4300	68.86	
					004-2346	90.03	
					<b>Total :</b>	<b>665.72</b>	
106000	6/2/2014	103029 SAN FERNANDO, CITY OF	14167-14191		REIMBURSEMENT TO WORKERS COM 006-1035	5,244.04	
					<b>Total :</b>	<b>5,244.04</b>	
106001	6/2/2014	103038 SAN FERNANDO FLORIST	000994/1		SENIOR CLUB FATHER'S DAY DANCE 004-2380	710.68	
					<b>Total :</b>	<b>710.68</b>	
106002	6/2/2014	103050 SAN FERNANDO PET HOSPITAL	50914		VET BILL FOR K9 001-225-0000-4270	532.59	
					<b>Total :</b>	<b>532.59</b>	
106003	6/2/2014	103057 SAN FERNANDO VALLEY SUN	8932		PUBLICATION OF ORD NO. 1632 001-310-0000-4260	275.00	
					<b>Total :</b>	<b>275.00</b>	
106004	6/2/2014	103064 SAN GABRIEL VALLEY CITY	2014		2014 ANNUAL SPRING WORKSHOP 001-105-0000-4370	55.00	
					<b>Total :</b>	<b>55.00</b>	
106005	6/2/2014	103176 SIMS WELDING SUPPLY CO.	00612572		FORK LIFT PROPANE TANK, CLEANER 070-383-0000-4320	66.72	
					<b>Total :</b>	<b>66.72</b>	
106006	6/2/2014	103184 SMART & FINAL	126048		SENIOR EXPO SUPPLIES 004-2346	67.78	
					010-422-3750-4300	122.02	
					<b>Total :</b>	<b>190.80</b>	
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106006	6/2/2014	103184 SMART & FINAL	(Continued) 127636		MOCHA MIX 001-222-0000-4300	7.98	
			127975		SENIOR EXPO SUPPLIES - WATER, JUI 004-2346	313.35	
			128661		SENIOR CLUB MOTHER'S DAY DANCE 004-2380	471.60	
					<b>Total :</b>	<b>982.73</b>	
106007	6/2/2014	103202 SOUTHERN CALIFORNIA EDISON CO.	050614		ELECTRIC - VARIOUS LOCATIONS 029-335-0000-4210	60.93	
					027-344-0000-4210	541.45	
					029-335-0000-4210	51.85	
					001-390-0310-4210	2,120.38	
					001-390-0450-4210	102.91	
					001-320-3661-4210	1,792.69	
			050714		ELECTRIC - VARIOUS LOCATIONS 001-420-0000-4210	1,949.42	
					001-430-0000-4210	1,277.63	
					027-344-0000-4210	91.29	
			050814		ELECTRIC - VARIOUS LOCATIONS 027-344-0000-4210	18,431.90	
					001-420-0000-4210	2,434.84	
			050914		ELECTRIC - VARIOUS LOCATIONS - TR 001-371-0000-4210	1,652.16	
			051014		ELECTRIC - VARIOUS LOCATIONS 029-335-0000-4210	130.86	
					001-371-0000-4210	40.56	
					029-335-0000-4210	38.97	
			051314		ELECTRIC - 900 1/2 FIRST, 1041 1/2 001-390-0470-4210	96.65	
					<b>Total :</b>	<b>30,814.49</b>	
106008	6/2/2014	103205 THE GAS COMPANY	050914		GAS - VARIOUS LOCATIONS 001-310-0000-4210	58.30	
					070-381-0000-4210	14.04	
					072-360-0000-4210	14.04	
					<b>Total :</b>	<b>86.38</b>	
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106008	6/2/2014	103205 THE GAS COMPANY	(Continued)		001-390-0450-4210	28.09		
					001-430-0000-4210	10,110.32		
			051314		GAS - 505 S HUNTINGTON	227.71		
					001-420-0000-4210	Total : 10,452.50		
106009	6/2/2014	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9753-9		NATURAL GAS FOR CNG STATION	6,319.26		
					001-320-3661-4402	Total : 6,319.26		
106010	6/2/2014	103218 SOLIS, MARGARITA	65-78		PETTY CASH REIMB	-		
					001-105-0000-4370	20.00		
					001-130-0000-4300	82.00		
					001-150-0000-4300	38.76		
					001-310-0000-4390	100.64		
					001-320-0225-4402	10.00		
					001-320-3661-4430	42.81		
					001-390-0460-4300	7.30		
					Total :	301.51		
106011	6/2/2014	103251 STANLEY PEST CONTROL	1604		TERMITE FUMIGATION @ PD	425.00		
					001-390-0222-4330	Total : 425.00		
106012	6/2/2014	103349 THE HOUSE OF PRINTING, INC.	147266		BUSINESS CARDS - COUNCIL	101.45		
					001-101-0000-4300	101.44		
					001-105-0000-4300	50.72		
					001-310-0000-4300	50.72		
					001-115-0000-4300	Total : 304.33		
106013	6/2/2014	103449 USA BLUE BOOK	326976		MOBILE STEEL WIRE ROLL FILE	115.05		
			330644		070-384-0000-4300	751.26		
					LATERAL FILE CABINET - 2 DRAWER	Total : 866.31		
					070-384-0000-4300			
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106014	6/2/2014	103510 V & V MANUFACTURING, INC.	39365		BADGES (RETIRED & PO)	307.76		
			39406		001-222-0000-4300	72.22		
					BADGES FOR CITY MANAGER	Total : 379.98		
					001-222-0000-4300			
106015	6/2/2014	103534 VALLEY LOCKSMITH	1828		REPLACE KEYS FOR VEHICLES	327.81		
			1845		001-152-0000-4260	398.90		
					GUN LOCKS FOR B/W - PD7834	Total : 726.71		
					001-320-0225-4400			
106016	6/2/2014	103599 VOHNE LICHE KENNELS	9249		POLICE SERVICE DOG COURSE	6,806.00		
				11084	001-222-0000-4300	6,806.00		
				11084	001-222-0000-4320	Total : 13,612.00		
106017	6/2/2014	103738 YOSEF AMZALAG SUPPLY	12107376		MISC PIPE	14.92		
			12108990		001-430-0000-4300	75.46		
			12109847		SPRINKLER REPAIR @ REC PARK	43.69		
					001-390-0410-4300	Total : 134.07		
					BIKEWAY MAINT			
					001-390-0470-4300			
106018	6/2/2014	103851 EVERSOF, INC.	R1335315		SOFTNER - WELL 2A	68.08		
			R1335316		070-384-0000-4260	72.17		
					SOFTNER - WELL 3	Total : 140.25		
					070-384-0000-4260			
106019	6/2/2014	103903 TIME WARNER CABLE	8448200540010369		CABLE - 05/18/14-06/17/14	16.58		
			8448200540028882		001-222-0000-4260	128.97		
			8448200540196300		CABLE/INTERNET SERVICE -	Total : 1,100.00		
					001-420-0000-4260			
					INTERNET SERVICES 05/23/14 - 06/22/1			
					001-190-0000-4220			
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106019	6/2/2014	103903 103903 TIME WARNER CABLE	(Continued)			Total :	1,245.55	
106020	6/2/2014	887587 DESERT INDUSTRIAL SUPPLY	Q24462		REPL STOLEN SLOAN VALVE FROM LF 001-390-0460-4300	Total :	171.38 171.38	
106021	6/2/2014	888076 TRUJILLO GRADING & PAVING CO.	61897		668 MOTT TRENCH REPAIR - NEW SVC 070-383-0000-4260	Total :	1,400.00 1,400.00	
106022	6/2/2014	888241 UNITED SITE SERVICES OF CA INC	114-1998557 114-2005325		PORTABLE TOILET RENTAL - 501 FIRS1 072-360-0450-4260 PORTABLE TOILET RENTAL @ LAYNE F 001-390-0410-4260	Total :	550.04 379.22 929.26	
106023	6/2/2014	888390 WEST COAST ARBORISTS, INC.	96335	11073	FY 2014 ANNUAL TREE TRIMMING SER 001-346-0000-4430	Total :	210.00 210.00	
106024	6/2/2014	888442 WESTERN EXTERMINATOR COMPANY	2144851 2187004 2187005 2187006		PEST CONTROL - RUDY ORTEGA PARK 001-390-7500-4260 PEST CONTROL - LP PARK 001-390-0460-4260 PEST CONTROL - CITY HALL 001-390-0310-4260 PEST CONTROL @ REC PARK 001-390-0410-4260	Total :	48.50 47.50 76.00 69.00 241.00	
106025	6/2/2014	888468 MAJOR METROPOLITAN SECURITY	1065005 1065006 1065007 1065008		ALARM MONITORING - JUNE 2014 001-430-0000-4260 ALARM MONITORING - JUNE 2014 001-390-0410-4260 ALARM MONITORING - JUNE 2014 001-390-0460-4260 ALARM MONITORING - JUNE 2014 001-390-0410-4260	Total :	15.00 15.00 15.00 15.00	
							Page:	13

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05/28/2014 4:20:04PM		CITY OF SAN FERNANDO						
Bank code :		bank						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount		
106025	6/2/2014	888468 MAJOR METROPOLITAN SECURITY	(Continued) 1065009 1065010 1065011 1065012 1065013 1065014 1065015 1065016 1065017		ALARM MONITORING - JUNE 2014 001-390-0410-4260 ALARM MONITORING - JUNE 2014 001-390-0460-4260 ALARM MONITORING - JUNE 2014 070-381-0450-4260 ALARM MONITORING - JUNE 2014 001-390-0310-4260 ALARM MONITORING - JUNE 2014 070-381-0450-4260 ALARM MONITORING - JUNE 2014 001-390-0222-4260 ALARM MONITORING - JUNE 2014 001-390-0410-4260 ALARM MONITORING - JUNE 2014 070-381-0450-4260 ALARM MONITORING - JUNE 2014 001-390-0410-4260	Total :	15.00 15.00 15.00 15.00 15.00 15.00 15.00 15.00 15.00 15.00	
106026	6/2/2014	888552 LAW OFFICES DAPEER, ROSENBLIT & LITVAK 8588			LEGAL SERVICES 001-140-0000-4270	Total :	10.00 10.00	
106027	6/2/2014	888555 PEREZ, VALENTIN	051414		SENIOR CLUB FATHER'S DAY DANCE M 004-2380	Total :	900.00 900.00	
106028	6/2/2014	888614 A & M CATERING LLC	1402		SENIOR CLUB DINNER FOR FATHER'S 004-2380	Total :	4,434.75 4,434.75	
106029	6/2/2014	888633 VALLEY TRAVEL CLUB, INC	031914		SENIOR CLUB TRIP TO VALLEY TRAVEI 004-1230	Total :	1,040.00 1,040.00	
							Page:	14

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05/28/2014 4:20:04PM		CITY OF SAN FERNANDO					
Bank code : bank							
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
106030	6/2/2014	888800 BUSINESS CARD	050714		2014 NALEO CONFERENCE REGISTRA		
			050814		001-101-0109-4370	600.00	
					2014 NALEO MEMBERSHIP		
					001-101-0101-4380	100.00	
					001-101-0113-4380	100.00	
			051214		001-101-0103-4380	100.00	
					ICMA MEMBERSHIP - BRIAN SAEKI		
					001-105-0000-4270	108.00	
			051214		001-105-0000-4380	1,292.00	
					2014 ICA SUMMER SEMINAR HOTEL DI		
					001-1230	230.93	
			051614		2014 ICA SUMMER SEMINAR HOTEL DI		
					001-1230	230.93	
					<b>Total :</b>	<b>2,761.86</b>	
106031	6/2/2014	888869 MUNITEMPS STAFFING	124578		TEMPORARY STAFFING - INTERIM FIN		
					001-130-0000-4112	8,531.88	
					<b>Total :</b>	<b>8,531.88</b>	
106032	6/2/2014	889114 SEVEN ELK RANCH DESIGN, INC	2313		CONSULTING FEES - 04/01/14-04/30/14		
					001-310-0000-4270	125.00	
					<b>Total :</b>	<b>125.00</b>	
106033	6/2/2014	889118 LDI COLOR TOOLBOX	194072		COPIES MADE - 04/07/14-05/07/14		
			194240		001-222-0000-4260	242.11	
					COPIES MADE 04/13/14-05/13/14		
					001-222-0000-4260	226.01	
			30530A		FREIGHT CHARGE FOR TONER		
					001-222-0000-4260	22.46	
					<b>Total :</b>	<b>490.58</b>	
106034	6/2/2014	889352 GOMEZ, ADRIANA	MAY 2014		COMMISSIONER'S REIMBURSEMENT		
					001-420-0000-4111	50.00	
					<b>Total :</b>	<b>50.00</b>	
106035	6/2/2014	889354 ALAS MEDIA LLC	201376		FILMING OF LOPEZ ADOBE HOUSE		
					001-140-0000-4270	570.00	
							Page: 15

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
106035	6/2/2014	889354 889354 ALAS MEDIA LLC	(Continued)				<b>Total : 570.00</b>
106036	6/2/2014	889421 LOPEZ, ANTONIO G	TRAVEL		2014 NALEO ANNUAL CONFERENCE O		
					001-101-0109-4370	170.24	
					<b>Total :</b>	<b>170.24</b>	
106037	6/2/2014	889533 MARTINEZ, ANITA	05/03/14 - 05/16/14		ASSISTANT FOOD MANAGER		
					010-422-3750-4270	230.10	
					<b>Total :</b>	<b>230.10</b>	
106038	6/2/2014	889534 RAMIREZ, FRANCISCO	05/03/14 - 05/16/14		HDM DRIVER		
					010-422-3752-4270	177.00	
					010-422-3752-4390	52.00	
					<b>Total :</b>	<b>229.00</b>	
106039	6/2/2014	889535 GOMEZ, GILBERT	05/03/14 - 05/16/14		HDM DRIVER		
					010-422-3752-4270	159.30	
					010-422-3752-4390	51.48	
					<b>Total :</b>	<b>210.78</b>	
106040	6/2/2014	889545 PEREZ, MARIBEL	REIMB.		REIMB FOR PURCHASE OF SR EXPO F		
					004-2346	77.27	
					<b>Total :</b>	<b>77.27</b>	
106041	6/2/2014	889602 RESPOND SYSTEMS	96158		ICE PACKS		
					001-420-0000-4300	76.85	
					<b>Total :</b>	<b>76.85</b>	
106042	6/2/2014	889644 VERIZON BUSINESS	68474214		CITY HALL LONG DISTANCE		
			68474215		001-190-0000-4220	76.10	
			68474216		CITY YARD LONG DISTANCE		
					070-384-0000-4220	74.18	
			68474217		CITY HALL LONG DISTANCE & INTRAL		
					001-190-0000-4220	251.89	
			68474218		POLICE LONG DISTANCE		
					001-222-0000-4220	287.20	
					CITY YARD LONG DISTANCE		
					070-384-0000-4220	7.29	
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
106042	6/2/2014	889644 VERIZON BUSINESS	(Continued) 68474219		PARK LONG DISTANCE 001-420-0000-4220	146.32	
			68474775		ENGINEERING LONG DISTANCE 001-310-0000-4220	4.49	
			68474784		CITY YARD LONG DIST (AIMS NETWORK 070-384-0000-4220	3.64	
			68474788		CREDIT CARD LINE 001-190-0000-4220	3.64	
			68474789		POLICE LONG DISTANCE 001-222-0000-4220	6.70	
			68474790		PARK LONG DISTANCE 001-420-0000-4220	4.08	
			68474798		CITY HALL LONG DISTANCE 001-190-0000-4220	2.75	
					<b>Total :</b>	<b>868.28</b>	
106043	6/2/2014	889680 JIMENEZ LOPEZ, JUAN MANUEL	APRIL 2014		MARIACHI MASTER APPRENTICE PRO 108-424-3657-4260	750.00	
					<b>Total :</b>	<b>750.00</b>	
106044	6/2/2014	889681 VILLALPANDO, MARIA	05/03/14 - 05/16/14		FOOD SERVICE WORKER 010-422-3752-4270 010-422-3750-4270	39.83 199.13	
					<b>Total :</b>	<b>238.96</b>	
106045	6/2/2014	889913 BALLIN, SYLVIA	TRAVEL		2014 NALEO ANNUAL CONFERENCE O 001-101-0101-4370	170.24	
					<b>Total :</b>	<b>170.24</b>	
106046	6/2/2014	890004 PACIFIC TELEMANAGEMENT SERVICE	643504		PD PAY PHONE - JUNE 2014 001-190-0000-4220	62.64	
					<b>Total :</b>	<b>62.64</b>	
106047	6/2/2014	890010 TOTAL PRINTING SUPPLIES	140572		TWO BLACK TONERS - HP4200 001-130-0000-4300	141.70	
					<b>Total :</b>	<b>141.70</b>	
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
106048	6/2/2014	890076 URBAN RESTORATION GROUP	00011284		GRAFFITI SUPPLIES 001-152-0000-4300	434.71	
					<b>Total :</b>	<b>434.71</b>	
106049	6/2/2014	890095 O'REILLY AUTO PARTS	4605-104987		COOLANT RETURN BOX - EL2073 001-320-0371-4400	13.68	
			4605-105452		FILTER BOWL ASSY - PK1169 001-320-0390-4400	22.98	
					<b>Total :</b>	<b>36.66</b>	
106050	6/2/2014	890104 ABBA TERMITE & PEST CONTROL	23067		BEEES IN ISLAND ACROSS FROM 302 S 001-370-0000-4260	95.00	
					<b>Total :</b>	<b>95.00</b>	
106051	6/2/2014	890264 BEE PROFESSIONALS	K73615		BEEES - 1316 GRIFFITH POLE IN PARKW 001-370-0000-4260	195.00	
					<b>Total :</b>	<b>195.00</b>	
106052	6/2/2014	890360 HERRERA, NINAMARIE JULIA	MAY 2014		COMMISSIONER'S REIMBURSEMENT 001-420-0000-4111	50.00	
					<b>Total :</b>	<b>50.00</b>	
106053	6/2/2014	890362 RTB BUS LINE	14086		TRANSPORTATION SERVICES - SF EAF 007-440-0443-4260	1,269.00	
			14087		TRANSPORTATION SERVICES - SF INS 007-440-0443-4260	480.00	
					<b>Total :</b>	<b>1,749.00</b>	
106054	6/2/2014	890561 GCS INC.	60130		JANITORIAL SERVICES CONTRACT FO		
				11013	001-430-0000-4260	2,850.00	
				11013	001-390-0222-4260	3,200.00	
				11013	001-390-0310-4260	1,214.00	
				11013	001-390-0410-4260	2,007.00	
				11013	072-360-0450-4260	1,088.00	
				11013	001-390-0460-4260	3,080.00	
					<b>Total :</b>	<b>13,439.00</b>	
106055	6/2/2014	890771 TORRES, CAROLINA	04/16/14 - 05/16/14		ZUMBA INSTRUCTOR		
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05/28/2014 4:20:04PM		CITY OF SAN FERNANDO						
Bank code : bank								
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount		
106055	6/2/2014	890771 TORRES, CAROLINA	(Continued)		017-420-1337-4260	550.00		
					<b>Total :</b>	<b>550.00</b>		
106056	6/2/2014	890810 SENFTLEBEN, DARIO	04/15/14 - 05/16/14		OUTDOOR FITNESS INSTRUCTOR 010-430-3649-4260	420.00		
					<b>Total :</b>	<b>420.00</b>		
106057	6/2/2014	890833 THOMSON REUTERS	829469671		LA CLEAR INVEST. TOOLS 001-224-0000-4270	137.45		
					<b>Total :</b>	<b>137.45</b>		
106058	6/2/2014	890834 SPARKLING IMAGE CORP	52345		CAR WASHES - APRIL 2014 001-222-0000-4320	90.00		
					<b>Total :</b>	<b>90.00</b>		
106059	6/2/2014	890879 EUROFINS EATON ANALYTICAL, INC	L0159757		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60		
			L0160083		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60		
			L0160087		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60		
			L0160556		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60		
			L0160562		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60		
			L0160610		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60		
			L0160848		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60		
			L0161853		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60		
			L0161875		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60		
			L0162317		WATER ANALYSIS FOLDERS 070-384-0000-4260	24.00		
			L0162883		WATER ANALYSIS FOLDERS			
							Page:	19

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05/28/2014 4:20:04PM		CITY OF SAN FERNANDO						
Bank code : bank								
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount		
106059	6/2/2014	890879 EUROFINS EATON ANALYTICAL, INC	(Continued)		070-384-0000-4260	139.60		
			L0162991		WATER ANALYSIS FOLDERS 070-384-0000-4260	75.00		
			L0163136		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60		
					<b>Total :</b>	<b>1,634.60</b>		
106060	6/2/2014	890925 PERCEPTIVE ENTERPRISES, INC.	SFC-2		LABOR COMPLIANCE CONSULTANT SE 001-150-0000-4270	1,780.00		
					<b>Total :</b>	<b>1,780.00</b>		
106061	6/2/2014	890980 AVILA, JESSE H.	TRAVEL		2014 NALEO ANNUAL CONFERENCE O 001-101-0113-4370	170.24		
					<b>Total :</b>	<b>170.24</b>		
106062	6/2/2014	890981 FAJARDO, JOEL	TRAVEL		2014 NALEO ANNUAL CONFERENCE O 001-101-0103-4370	170.24		
					<b>Total :</b>	<b>170.24</b>		
106063	6/2/2014	890982 GONZALES, ROBERT C.	TRAVEL		2014 NALEO ANNUAL CONFERENCE O 001-101-0111-4370	170.24		
					<b>Total :</b>	<b>170.24</b>		
106064	6/2/2014	890994 PONCE, JOE	MAY 2014		COMMISSIONER'S REIMBURSEMENT 001-420-0000-4111	50.00		
					<b>Total :</b>	<b>50.00</b>		
106065	6/2/2014	890995 NAVARRO, SAYDITH	MAY 2014		COMMISSIONER'S REIMBURSEMENT 001-420-0000-4111	50.00		
					<b>Total :</b>	<b>50.00</b>		
106066	6/2/2014	891094 SANCHEZ, ERMINIA L	558848		REFUND - CANCELLATION OF SR TRIP 004-2383	75.00		
					<b>Total :</b>	<b>75.00</b>		
106067	6/2/2014	891134 BECERRA, ADRIANA	04/15/14 - 05/16/14		BODY SCULPTING INSTRUCTOR 017-420-1337-4260	120.00		
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
106067	6/2/2014	891134 891134 BECERRA, ADRIANA	(Continued)			Total :	120.00
106068	6/2/2014	891216 ROBLES, ANNA	404149		REFUND - SR TRIP TO SD (BUS DIDNT 004-2384	25.00	Total : 25.00
106069	6/2/2014	891270 SARGSYAN, NAREH	04/16/14 - 05/16/14		PILATES INSTRUCTOR 017-420-1337-4260	180.00	Total : 180.00
106070	6/2/2014	891311 TORRES, RITA	05/03/14 - 05/16/14		ENP SUBSTITUTE 010-422-3750-4270 010-422-3752-4270	278.78 30.98	Total : 309.76
106071	6/2/2014	891355 NAREZ, FABIAN	APRIL 2014		MARIACHI MASTER APPRENTICE PRO 001-424-0000-4430	180.00	Total : 180.00
106072	6/2/2014	891356 IBN CONSTRUCTION INC.	IBN - RETENTION		RETENTION PAYMENT - LOPEZ ADOBE 001-2037 010-2037	400.00 17,300.00	Total : 17,700.00
106073	6/2/2014	891377 REYES, JOSE	05/03/14 - 05/16/14		HDM DRIVER 010-422-3752-4270 010-422-3752-4390	17.70 5.72	Total : 23.42
106074	6/2/2014	891452 DIAZ, JESUS	558797		REFUND - SR TRIP CANCELLATION (C 004-2384	18.00	Total : 18.00
106075	6/2/2014	891454 CARABANTES, MARIA	SF4130411018		PARKING CITATION REFUND 001-3430-0000	110.00	Total : 110.00
106076	6/2/2014	891463 MOTA, MARIA	2000006568		FACILITY REFUND		
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05/28/2014 4:20:04PM		CITY OF SAN FERNANDO					
Bank code : bank							
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
106076	6/2/2014	891463 MOTA, MARIA	(Continued)			001-3777-0000	32.00
						Total :	32.00
106077	6/2/2014	891464 RODRIGUEZ, SHERRY	558847		REFUND - SR TRIP CANCELLATION (S 004-2383	75.00	Total : 75.00
106078	6/2/2014	891465 SOTO, CARLOS	404197		REFUND - SR TRIP TO SD. BUS DID NO 004-2384	36.00	Total : 36.00
106079	6/2/2014	891466 KAIPA, LUIS	558889		REFUND - SR TRIP TO SD (BUS DIDNT 004-2384	36.00	Total : 36.00
106080	6/2/2014	891467 JASSO, JAZMYN	051114		DIABETES PREVENTION PROGRAM IN 010-430-3649-4260	500.00	Total : 500.00
106081	6/2/2014	891468 ZAMBRANO, SERGIO	051214		DIABETES PREVENTION PROGRAM IN 010-430-3649-4260	500.00	Total : 500.00
106082	6/2/2014	891469 DISTAD, ROSINA	CE14201676-REFUND		REFUND OF CE VIOLATION 14201676. 001-3425-0000	55.00	Total : 55.00
106083	6/2/2014	891470 CALSAC TRAINER NETWORK	CALSAC		GRIDLEY STAFF TRIANING ON 06/06/14 103-420-0000-4260	350.00	Total : 350.00
106084	6/2/2014	891471 SCHOLASTIC INC.	44804358		GRIDLEY BOOK ORDER AND TEACHEF 103-420-0000-4300	174.00	
			44804369		GRIDLEY BOOK ORDER AND TEACHEF 103-420-0000-4300	28.00	
			44804373		GRIDLEY BOOK ORDER AND TEACHEF 103-420-0000-4300	4.00	
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
106084	6/2/2014	891471 SCHOLASTIC INC.	(Continued) 44804377		GRIDLEY BOOK ORDER AND TEACHEF 103-420-0000-4300	4.00	
			44804411		GRIDLEY BOOK ORDER AND TEACHEF 103-420-0000-4300	104.00	
			44804436		GRIDLEY BOOK ORDER AND TEACHEF 103-420-0000-4300	22.00	
					<b>Total :</b>	<b>336.00</b>	
106085	6/2/2014	891472 SAN FERNANDO COMMUNITY	201		DIABETES TEACHING KITCHEN FOR 010-430-3649-4270	2,440.00	
					<b>Total :</b>	<b>2,440.00</b>	
<b>125 Vouchers for bank code :</b>						<b>Bank total :</b>	<b>328,934.15</b>
<b>125 Vouchers in this report</b>						<b>Total vouchers :</b>	<b>328,934.15</b>

Voucher Registers are not final until approved by Council.





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## COMMUNITY DEVELOPMENT DEPARTMENT

### MEMORANDUM

**TO:** Mayor Sylvia Ballin and Councilmembers

**FROM:** Brian Saeki, City Manager  
By: Fred Ramirez, Community Development Director

**DATE:** June 2, 2014

**SUBJECT:** Consideration to Approve a Professional Services Agreement with Colliers International for Commercial Real Estate Brokerage and Advisory Services

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#### **RECOMMENDATION:**

It is recommended that the City Council:

- a. Approve a Professional Services Agreement (Attachment "A" – Contract No. 1746) with Colliers International to provide the City with commercial real estate brokerage services in order to assist the City with the sale of City properties (former fire stations) located at 1211 First Street and 519 South Brand Boulevard for a commission not to exceed five (5) percent of the total purchase of price of said properties; and
- b. Authorize the City Manager to execute the Agreement with Colliers International.

#### **BACKGROUND:**

1. On October 7, 2013, the City Council authorized the Interim City Manager to negotiate the sale of the City-owned property at 1211 First Street. The subject property is a former City fire station that is currently leased to Mauran Ambulance Services Incorporated. Soon thereafter, the City Council also authorized City staff to evaluate the possible sale of City-owned property and also former City fire station located at 519 South Brand Boulevard. The subject site is currently leased by the San Fernando Museum of Art and History.
2. On April 18, 2014, the Community Development Department issued a Request for Proposals (RFP) to provide the City with commercial real estate brokerage and advisory services in order to facilitate the sale of City properties at 1211 First Street and 519 South Brand Boulevard (the Project). City staff sent the RFP for the Project to prospective commercial real estate brokers and posted the RFP on the City's website ([http://www.ci.san-fernando.ca.us/\\_overview/pr-rfp-rfq.shtml](http://www.ci.san-fernando.ca.us/_overview/pr-rfp-rfq.shtml)).

Consideration to Approve a Professional Services Agreement with Colliers International for Commercial Real Estate Brokerage and Advisory Services

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3. On April 29, 2014, the City responded to one question received from prospective applicants for the RFP, which inquired whether or not the City would consider “the auction method of marketing for these two commercial properties”. The City responses noted that it was focused on a standard sales approach that included, but is not limited to on-site posting, trade publication notifications, public notifications, prospective buyers solicitation, et cetera.
4. On May 9, 2014, the City received three RFPs from prospective commercial real estate brokerage firms to undertake the Project. The following firms submitted a proposal by the noted deadline:

- Colliers International (Brent Weirick and Gian Starita)
- Commercial Real Estate Investments (CREI), Inc. (Karl Niehaus)
- NAI Capital (Richard Leyner and Michael Sharon)

Subsequent to submittal, staff reviewed each proposal for consistency with the proposed work plan/schedule outlined in the RFP and to ensure that each proposal provided the required components of the RFP, which included the following:

- A detailed description of the proposed management structure, including but not limited to, team organization, roles and responsibilities, program monitoring procedures, and communication mechanisms.
  - A discussion of what additional information, based on a review of the minimum real estate requirements, will be required to successfully market the building.
  - A detailed plan of the proposed approach and available tools to market the building and the process for evaluating these options for review and approval by the City Council.
  - A proposed timeline and schedule for completing the Project.
  - A discussion of any experience representing government agency/corporate clients with a project of similar size and scope of work. Discussion included experience presenting recommendations to public agency governing boards for review and approval.
  - A discussion of any other essential data that may assist in the evaluation of the proposal.
  - Copies provided of the proposed agreements that the City would be asked to sign as part of engaging the brokerage firm and its principals.
5. On May 19, 2014, the City notified all three prospective firms of upcoming interviews to be held with the City Manager and Community Development Director scheduled for May 22, 2014.

Consideration to Approve a Professional Services Agreement with Colliers International for Commercial Real Estate Brokerage and Advisory Services

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6. On May 22, 2014, the City Manager and Community Development Director conducted interviews of the three prospective firms seeking to undertake the Project. The City interview panel used the following evaluation criteria as noted in Table 1 of the RFP proposal:

Understanding and approach to performing the scope of work.	35%
Compensation Schedule including commission rate and other applicable fees	25%
Technical expertise, size and structure of the broker and personnel assigned to RFP tasks	20%
Past experience of the firm and, in particular, experience of the team working on projects of similar scope.	20%

The evaluation criteria and their relative importance were weighed and calculated with a possible maximum percentage of 100 percent.

7. After review of all proposals, the City Manager and Community Development Director scores were tabulated. The following list notes the rank, proposed sale commission, and percentage score attained by each firm:

<b><u>Rank-Firm Name</u></b>	<b><u>Commission</u></b>	<b><u>Total Percentage</u></b>
1. Colliers International	5%	95%
2. CREI	6%	90%
3. NAI Capital	6%	89%

### **ANALYSIS:**

Based on the City's review of all proposals, it is City staff's recommendation that the consultant firm of Colliers International represented by Messrs. Brent Weirick and Gian Strata be selected as the qualified California licensed commercial real estate brokerage firm to assist the City with the sale of the two City properties (former fire stations) located at 1211 First Street and 519 South Brand Boulevard, in the City of San Fernando.

### **BUDGET IMPACT:**

No impact to current fiscal year budget. The City Council's award of contract to Colliers International for commercial real estate brokerage and advisory services to facilitate the sale of the aforementioned former City fire station sites at 519 South Brand Boulevard and 1211 First Street would result in one-time revenue to the City's General Fund, which is equal to the sale price minus brokerage commission plus any agreed to closing costs for the Project. It is anticipated that the sale of these surplus properties and subsequent revenue would occur during the Fiscal Year 2014-2015 budget cycle.

Consideration to Approve a Professional Services Agreement with Colliers International for Commercial Real Estate Brokerage and Advisory Services

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**CONCLUSION:**

Approval of the Professional Services Agreement with Colliers International for a not-to-exceed sales commission of five (5) percent per the approved scope of work as noted in Attachment "A" will enable the City to market the subject, former City fire station properties at 519 South Brand Boulevard and 1211 First Street in order to try to obtain at or above fair market value and help provide the needed one-time revenue to the City's General Fund.

**ATTACHMENTS:**

- A. Contract No. 1746 (Professional Services Agreement with Colliers International)
- B. Request for Proposals for Commercial Real Estate Brokerage and Advisory Services
- C. April 29, 2014 City Response to RFP Question
- D. Colliers International Proposal
- E. CREI Proposal\*
- F. NAI Capital Proposal\*

*\* Due to the voluminous nature of this attachment, copies are available for viewing in the Community Development Department and City Clerk's Office*

**ATTACHMENT "A"  
CONTRACT NO. 1746****AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement for professional services is entered into this \_\_\_ day of June 2014 by and between the City of San Fernando, a municipal corporation ("CITY"), and Colliers International Greater Los Angeles Inc., dba Colliers International, a California corporation ("CONSULTANT").

**RECITALS**

A. CITY has determined that it requires the following professional services from a commercial real estate brokerage consultant: to provide the City with commercial real estate brokerage services in order to assist the City with the sale of City properties (former fire stations) located at 1211 1<sup>st</sup> Street and 519 S. Brand Boulevard, per the approved scope of work provided in the Request for Proposal for Commercial Real Estate Brokerage and Advisory Services issued by the CITY on April 18, 2014.

B. CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions of this Agreement.

**NOW THEREFORE**, in consideration of mutual covenants and conditions herein contained, CITY and CONSULTANT agree as follows:

**1. DEFINITIONS**

A. "Scope of Services": Such professional services as are set forth in Exhibit A, attached hereto and incorporated herein by this reference. In the event of any discrepancy between the express provisions in the body of this Agreement and provisions of Exhibit A, the text in the body of this Agreement shall prevail.

B. "Approved Fee Schedule": Such commission rates as are set forth in the fee schedule attached hereto as Exhibit C and incorporated herein by this reference.

C. "Commencement Date": June 5, 2014

D. "Expiration Date": June 30, 2015

**2. CONSULTANT'S SERVICES**

A. Scope of Services. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall perform the services identified in the Scope of Services for the Commercial Real Estate Brokerage and Advisory Services needed to assist the City in the sale of two City-properties located at 519 S. Brand Boulevard and 1211 1<sup>st</sup> Street (hereinafter the "Project"). CITY shall have the right to request, in writing, changes in the scope of work or the services to be performed. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Time for Performance. CONSULTANT shall commence the services on the Commencement Date and shall perform all services in conformance with the Project schedule set forth in Exhibit B attached hereto and incorporated herein by this reference.

C. Standard of Performance. CONSULTANT shall perform all work to the highest professional standards and in a manner reasonably satisfactory to CITY. CONSULTANT shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

### **3. REPRESENTATIVES**

A. City Representative. For the purposes of this Agreement, the contract administrator and CITY's representative shall be the City Manager, (hereinafter the "City Representative"). It shall be CONSULTANT's responsibility to assure that the City Representative is kept informed of the progress of the performance of the services, and CONSULTANT shall refer any decisions which must be made by CITY to the City Representative. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the City Representative.

B. Consultant Representative. For the purposes of this Agreement, Brent Weirick, Executive Vice President of Colliers International is hereby designated as the principal and representative of CONSULTANT authorized to act on its behalf with respect to the services specified herein and make all decisions in connection therewith (the "Responsible Principal"). The Responsible Principal may not be changed by CONSULTANT without the prior written approval of CITY.

### **4. CONSULTANT'S PERSONNEL**

A. CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services required under this Agreement. All such services will be performed by CONSULTANT or under its supervision, and all personnel engaged in the work shall possess the qualifications, permits and licenses required by applicable law to perform such services.

B. CONSULTANT shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by CITY.

C. As provided in Exhibit A, CONSULTANT may utilize the services of subconsultants to undertake specific work tasks. Fees for services provided by subconsultants, identified in Exhibit A, shall be compensated as set forth in Exhibit C.

D. In the event that CITY, in its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.



E. CONSULTANT shall be responsible for payment of all employees' and subconsultants' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

F. Permits and Licenses. CONSULTANT shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a City of San Fernando business license.

## 5. FACILITIES AND EQUIPMENT

Except as otherwise authorized by CITY in writing, CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

## 6. TERM OF AGREEMENT

This Agreement is effective as of the Commencement Date and shall terminate on the Expiration Date, unless sooner terminated as provided in Section 18 herein.

## 7. COMPENSATION

A. CITY agrees to compensate CONSULTANT for the services provided under this Agreement, and CONSULTANT agrees to accept in full satisfaction for such services, a commission for the sale of the subject city-properties at 519 S. Brand Boulevard and 1211 1<sup>st</sup> Street not to exceed five (5) percent as full payment for work performed during the Project in accordance with Exhibit C. The compensation payable hereunder includes all professional services. Payments shall be made in accordance with Section 8 herein. CITY shall not withhold applicable federal or state payroll or any other required taxes, or other authorized deductions from each payment made to CONSULTANT. No claims for compensation in excess of the not-to-exceed amount for the Project as shown in Exhibit C will be allowed unless such additional compensation is authorized by CITY in writing. All requests for compensation in excess of the not-to-exceed amount must be submitted to and approved by the City Administrator.

B. CONSULTANT shall be entitled to reimbursement only for those expenses expressly set forth in the Approved Fee Schedule. In no event shall total expenses for project services exceed a commission of five (5) percent of the sale price of the subject properties noted in Section A above.

C. Additional Services. No claims for additional services performed by CONSULTANT which are beyond the scope set forth in Exhibit A will be allowed unless such additional work is authorized by CITY in writing prior to the performance of such services. Additional services, if any are authorized, shall be compensated on a time and materials basis using CONSULTANT's Approved Fee Schedule (Exhibit C). Fees for such additional services shall be paid within thirty (30) days of the date CONSULTANT issues an invoice to CITY for such services.

## **8. METHOD OF PAYMENT**

CONSULTANT shall be paid a commission not to exceed five (5) percent of the sale price of the subject properties within (30) days of the closing of escrow resulting from the sale of the city properties located at 519 S. Brand Boulevard and 1211 1st Street. Each invoice shall itemize the services rendered during the billing period and the amount due. Any invoice claiming compensation for additional services shall include appropriate documentation of CITY's prior authorization. Within ten (10) business days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice up to the maximum amount set forth in Section 7.

## **9. OWNERSHIP OF WORK PRODUCT**

All reports, documents or other written material ("written products") developed by CONSULTANT in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. CONSULTANT may take and retain such copies of the written products as desired, but no such written products shall be the subject of a copyright application by CONSULTANT.

## **10. TRAVEL REIMBURSEMENT**

Travel required by CONSULTANT or any subconsultant or subcontractor pursuant to this Agreement shall be at the sole expense of the CONSULTANT. The shall pay the agreed to commission not to exceed five (5) percent (as noted herein Exhibit C) for the approved scope of work, which includes any travel expenses incurred by the CONSULTANT as part of said required scope of work as noted herein as Exhibit A to this Agreement.

## **11. INDEPENDENT CONTRACTOR**

CONSULTANT will act hereunder as an independent contractor. This Agreement shall not and is not intended to constitute CONSULTANT as an agent, servant, or employee of CITY and shall not and is not intended to create the relationship of partnership, joint venture or association between CITY and CONSULTANT.

CONSULTANT agrees to pay all required taxes on amounts paid to CONSULTANT under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall fully comply with the workers' compensation laws regarding CONSULTANT and CONSULTANT's employees. CONSULTANT further agrees to indemnify and hold CITY harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONSULTANT under this Agreement any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

## **12. CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required or necessary to provide the services under this Agreement. All CITY data shall be returned to CITY upon the termination of this Agreement. CONSULTANT's covenant under this Section shall survive the termination of this Agreement.

## **13. CONFLICTS OF INTEREST**

CONSULTANT hereby warrants for itself, its employees, and subcontractors that those persons presently have no interest and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such conflicting interest shall be employed by or associated with CONSULTANT in connection with this Project. CONSULTANT hereby warrants for itself, its employees, and subcontractors that no such person shall engage in any conduct which would constitute a conflict of interest under any CITY ordinance, state law or federal statute. CONSULTANT agrees that a clause substantially similar to this Section shall be incorporated into any sub-contract that CONSULTANT executes in connection with the performance of this Agreement.

## **14. INDEMNIFICATION**

A. Indemnity for Professional Liability. When the law establishes a professional standard of care for the services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Authority and any and all of its members, officers, employees, agents, attorneys, representatives, consultants, volunteers, successors and assigns ("Indemnified Parties") from and against any and all claims, charges, damages, demands, actions, proceedings, losses, costs, expenses, whether actual, alleged or threatened, actual attorney's fees, court costs, and accountant's fees, judgments, civil fines and penalties, and liabilities of any kind or nature whatsoever ("liabilities"), to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

B. Indemnity for Other than Professional Liability. Other than in the performance of professional services and to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the Indemnified Parties from and against all liabilities arising out of or in any way connected with, in whole or in part, the acts or omissions of Consultant, its officers, agents, employees or subconsultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including but not limited to, claims, suits and liabilities for bodily injury, death or property damage to any individual or entity, including employees or officials of Consultant. The provisions of this paragraph shall not apply to claims arising out of the sole negligence or willful misconduct of the Indemnified Parties.

C. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 14 from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this Section 10.

D. This obligation to indemnify, defend and hold harmless the Indemnified Parties is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or final payment hereunder. This obligation to indemnify, defend and hold harmless is in addition to any other rights or remedies that the Indemnified Parties may have under the law. Failure of Authority to monitor compliance with these requirements imposes no additional obligations on Authority and will in no way act as a waiver of any rights hereunder.

E. In the event of any claim or demand made against an Indemnified Party which is entitled to be indemnified hereunder, Authority may, in its sole discretion, reserve, retain or apply any monies due to Consultant under this Agreement for purposes of resolving such claims; provided, however, Authority may release such monies if Consultant provides Authority with reasonable assurance of protection of the Indemnified Party's interests. Authority shall, in its sole discretion, determine whether such assurances are reasonable.

F. The indemnity requirements set forth in this Section 14 are intended to be separate and distinct from any other provision in this Agreement and are intended to be interpreted as such.

## **15. INSURANCE**

A. CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1. Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) for each occurrence and in the aggregate for any personal injury, death, loss or damage.
2. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
3. Worker's Compensation insurance as required by the State of California.
4. Professional Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence.

B. CONSULTANT shall require each of its sub-consultants or sub-contractors to maintain insurance coverage that meets all of the requirements of this Agreement.

C. The policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

D. CONSULTANT agrees that if it does not keep the insurance required in this Agreement in full force and effect, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONSULTANT'S expense, the premium thereon.

E. Prior to commencement of work under this Agreement, CONSULTANT shall file with CITY's Risk Manager a certificate or certificates of insurance showing that the insurance policies are in effect and satisfy the required amounts and specifications required pursuant to this Agreement.

F. CONSULTANT shall provide proof that policies of insurance expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

G. The general liability and automobile policies of insurance shall contain an endorsement naming CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONSULTANT agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

H. The insurance provided by CONSULTANT shall be primary to any other coverage available to CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONSULTANT's insurance and shall not contribute with it.

I. All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT, and CONSULTANT's employees, agents, subcontractors, or volunteers from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

J. Any deductibles or self-insured retentions must be approved by CITY. At the option of CITY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

K. If CONSULTANT is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.

L. Procurement of insurance by CONSULTANT shall not be construed as a limitation of CONSULTANT's liability or as full performance of CONSULTANT's duties to indemnify, hold harmless and defend under Section 14 of this Agreement.

## **16. MUTUAL COOPERATION**

A. CITY shall provide CONSULTANT with all pertinent data, documents and other requested information as is reasonably available for the proper performance of CONSULTANT's services.

B. In the event any claim or action is brought against CITY relating to CONSULTANT's performance in connection with this Agreement, CONSULTANT shall render any reasonable assistance that CITY may require.

## **17. RECORDS AND INSPECTIONS**

CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years. CITY shall have access, without charge, upon reasonable notice, during normal business hours to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

## **18. TERMINATION OF AGREEMENT**

A. CITY shall have the right to terminate this Agreement for any reason or for no reason on five (5) calendar days' written notice to CONSULTANT. CONSULTANT shall have the right to terminate this Agreement for any reason or no reason on sixty (60) calendar days' written notice to CITY. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice. All completed and uncompleted products up to the date of receipt of written notice of termination shall become the property of CITY.

B. In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the services required by this Agreement.

## **19. FORCE MAJEURE**

CONSULTANT shall not be liable for any failure to perform if CONSULTANT presents acceptable evidence, in CITY's sole judgment that such failure was due to causes beyond the control, and without the fault or negligence of CONSULTANT.

## **20. NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during CONSULTANT's and CITY's regular business hours; or (b) on the third business day following

deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

If to CITY:

Attn: Brian Saeki  
 City Manager  
 City of San Fernando  
 117 Macneil Street  
 San Fernando, California 91340  
 Telephone: (818) 898-1203  
[bsaeki@sfcity.org](mailto:bsaeki@sfcity.org)

If to CONSULTANT:

Attn: Brent Weirick  
 Executive Vice President  
 Colliers International  
 16830 Ventura Blvd., Suite J  
 Encino, CA 91436  
 Telephone: (818) 905-5800  
[Brent.Weirick@colliers.com](mailto:Brent.Weirick@colliers.com)

## **21. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation or other basis prohibited by law. CONSULTANT will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

## **22. PROHIBITION AGAINST ASSIGNMENT**

CONSULTANT shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY's prior written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

## **23. ATTORNEYS' FEES**

In the event that CITY or CONSULTANT commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

## **24. ENTIRE AGREEMENT**

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and provisions of any document incorporated by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between CITY and CONSULTANT with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by CITY and CONSULTANT.

**25. GOVERNING LAW; JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of litigation between the parties, venue in State trial courts shall lie exclusively in Los Angeles County. In the event of litigation in a United States District Court, exclusive venue shall lie in the Central District of California.

**26. SEVERABILITY**

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

**27. CAPTIONS**

The captions used in this Agreement are solely for reference and the convenience of the parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

**28. EXECUTION**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.



**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF SAN FERNANDO

CONSULTANT:

\_\_\_\_\_  
Brian Saeki  
City Manager

By: \_\_\_\_\_  
Brent Weirick  
Executive Vice President

By: \_\_\_\_\_  
Gian Starita, Vice President

ATTEST:

\_\_\_\_\_  
Elena G. Chávez  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Rick R. Olivarez  
City Attorney

## EXHIBIT A

### **SCOPE OF SERVICES:** **COMMERCIAL REAL ESTATE BROKERAGE AND ADVISORY SERVICES**

Brent Weirick will lead this team, and personally handle all negotiations. Gian Starita will oversee creation and approval process for all marketing materials. Both team members will personally handle all market and financial analysis, as well as showings.

Please note that our marketing time for properties is the shortest among our peers. Our average time on market is 69 days. The next closest competitor is 153 days. Our process is intensive, and produces measureable results.

The Properties will be marketed through a proprietary process including, but not limited to the following steps (and timelines):

- Sign placed on Property (First week)
- Brochures created and approved (First Week)
- Property placed on all listing services (AIR, CoStar, Loopnet) (First Week)
- E-Mail sent to all commercial real estate brokers active in region with brochure (first week)
- Showing memos sent to client with details on activity (within 1 business day of showing)
- Offers, along with recommendations for response. (within 1 business day)
- Marketing Activity Reports (bi-weekly)
- Direct marketing campaign, including calls, drop ins, and mailers (ongoing, starting Week 1)
- Presentations to Client (as requested by client, ongoing)

#### **Task 1 – Project Organization:**

- Identify key objectives, project schedule, project team(s), roles and responsibilities, and governance structure. *Agreed. Week 1.*
- Assist with identification of and timing for supplemental third-party assistance. *Week 1.*
- Prepare informational materials and attend scheduled meetings with the City's project manager and executive management staff. *As needed, within 3 business days of request.*
- Report weekly to the project manager about current/new efforts, contacts/leads, and other developments. *Agreed. Weekly.*
- Maintain timely telephone and/or email contact with the project manager. *Agreed. Weekly as needed.*
- Coordinate efforts of sub-contractors for supplemental third party assistance, as appropriate. *Agreed.*

#### **Deliverables:**

- 1.1 **Project organization and work plan document for review by the City Manager and designated executive management.** *Agreed.*
- 1.2 **Updates to project schedule and timelines.** *Agreed.*

#### **Task 2 – Market Analysis/Option Development**

- Prepare real estate market surveys and economic analyses. *Agreed. Bi-weekly.*
- Prepare estimates of property/sale value. *Agreed. Week 1.*
- Assess property sale and lease opportunities. *Agreed. As needed.*
- Develop marketing timelines for each opportunity. *Agreed. Week 1.*
- Develop financial return projections for each opportunity. *Agreed. Week 1.*

#### **Deliverables:**

- 2.1 **Market survey.** *Agreed. Week 1.*
- 2.2 **Estimates of sale value.** *Agreed. Week 1.*
- 2.3 **Real estate options document that discusses market survey, estimated sales value, options with timelines and financial return projections for each option.** *Agreed. Week 1.*

**Task 3 – Selection of Option(s)**

- Present options to executive management. Agreed. Within 3 business days.
- Refine options based on executive management input. Agreed. Within 3 business days.
- Present options to City Council. Agreed. As directed by client.

**Deliverables:**

- 3.1 **Executive management presentation.** Agreed.
- 3.2 **City Council presentation.** Agreed.

**Task 4 – Development of Marketing Plan**

Prepare marketing plan. Agreed. Week 1.

Research and prepare required disclosures. Agreed. Week 1.

Present marketing and disclosure documents for City approval. Agreed. Week 1.

**Deliverables:**

- 4.1 **Marketing plan.** Agreed.
- 4.2 **Disclosures documentation.** Agreed.
- 4.3 **Marketing plan presentation.** Agreed.

**Task 5 – Marketing**

- Place advertising and other marketing materials. Agreed. Week 1, with Bi-weekly follow up.
- Communicate with prospective buyers/lessees. Agreed.
- Convey offers to City and assist in their evaluation. Agreed. Within 1 business day.
- Evaluate prospective buyers/lessees. Agreed.
- Develop recommendation for sale or lease. Agreed. Within 1 business day.
- Present recommendation to the City for approval. Agreed. Per client provided timelines.

**Deliverables:**

- 5.1 **Advertising and other marketing materials.** Agreed.
- 5.2 **Recommendation for buyer or lessee.** Agreed.

**Task 6 – Structure Real Estate Transaction**

- Assist the City in structuring the real estate transaction. Agreed.
- Represent the City's interest in any negotiations to structure sale of the city property Sites 1 and 2. Agreed.
- Present proposed deal to City for approval. Agreed.
- Negotiate final terms and conditions. Agreed.

**Deliverables:**

- 6.1 **Final terms and conditions for approval by the City.** Agreed.

**Task 7 – Close Real Estate Transaction**

- Prepare transaction documents. Agreed. Within 1 business day.
- Arrange for remedy of any building deficiencies required to complete transaction. Agreed.
- Monitor and coordinate closing of transaction. Agreed.

**Deliverables:**

- 7.1 **Closed transaction** Agreed.

**EXHIBIT B**  
**PROJECT SCHEDULE**

**Anticipated Commencement Date: June 5, 2014**  
**Anticipated Project Completion Date: June 30, 2015**

**EXHIBIT C****APPROVED FEE SCHEDULE**

**The not-to-exceed labor costs for those tasks outlined in the scope of service (Exhibit A) will be a not-to-exceed commission for the sale of the subject properties as follows:**

- **A not-to-exceed 5% commission for the sale of the property where the CITY is the CONSULTANT's only client in the sales transaction;**
- **A not-to-exceed 4% commission where the CONSULTANT represents the future Buyer and the CITY; and,**
- **A not-to-exceed 3% commission when the CONSULTANT negotiates the sale of the property to the existing tenant.**

**CITY OF SAN FERNANDO  
COMMUNITY DEVELOPMENT DEPARTMENT**



**REQUEST FOR PROPOSALS  
FOR COMMERCIAL REAL ESTATE BROKERAGE AND  
ADVISORY SERVICES**

---

Date: Friday, April 18, 2014  
(posted on by 1:00 pm on City website:  
<http://www.ci.san-fernando.ca.us/overview/pr-rfp-rfq.shtml> )

Subject: Request for Proposals to provide the City with commercial real estate brokerage and advisory services in order to facilitate the sale of City properties at 1211 First Street and 519 S. Brand Blvd.

---

**DUE DATE: Proposals are due by Friday, May 9, 2014 at 3:00 p.m. to:**

City of San Fernando  
Attn: Brian Saeki, City Manager  
RFP for Commercial Real Estate Brokerage and Advisory Services  
117 Macneil Street (City Hall)  
San Fernando, CA 91340

## SECTION I – SUMMARY

The City of San Fernando (City) is requesting proposals (RFP) from qualified California licensed commercial real estate brokerage firms (brokers) to assist the City with the sale of two City properties (former fire stations) located at 1211 1<sup>st</sup> Street and 519 South Brand Boulevard in the City of San Fernando. The firm should have qualified personnel with previous experience in providing commercial real estate brokerage and advisory services to government and/or corporate clients for large scale property sales or leases.

To respond to this RFP, an interested bidder must submit one electronic copy of the proposal via email to [bsaeki@sfcity.org](mailto:bsaeki@sfcity.org) and [framirez@sfcity.org](mailto:framirez@sfcity.org), plus three (3) complete hard copies of their material, including one unbound copy containing original signatures marked as “master copy.” This material must be delivered in a sealed package to:

**Brian Saeki, City Manager  
City of San Fernando  
117 Macneil Street  
San Fernando, CA 91340**

**Proposals (e-mail copy and 3 hard copies) must be received  
at the City offices by  
3:00 p.m. on Friday, May 9, 2014.**

**Late proposals will not be considered.**

A broker must address all information requested in this RFP. It may add information not requested in this RFP, but the information should be in addition to, not instead of, the requested information and format. Minority business enterprises, women’s business enterprises, veteran’s business enterprises, and Certified Green Businesses are encouraged to submit proposals.

**Any questions regarding this RFP should be directed to Brian Saeki at [bsaeki@sfcity.org](mailto:bsaeki@sfcity.org) and Fred Ramirez at: [framirez@sfcity.org](mailto:framirez@sfcity.org)**

## SECTION II – BACKGROUND

### A City Overview

The City is seeking proposals from brokers interested in assisting the City in the sale of two City properties (former fire stations) located at 1211 1<sup>st</sup> Street (“Site 1”) and 519 South Brand Boulevard (“Site 2”) in the City of San Fernando.

#### Site 1

Site 1 is located at 1211 First Street (Los Angeles County Assessor’s Parcel No. 2520-024-902) includes one city-owned parcel with a total area of 11,975

square feet previously purchased by the city and subsequently developed as a former city fire station facility (approximately 3,247 square feet in size) in 1957. The subject property is located in the northerly portion of the 1200 block of First Street, between Alexander Street to the West and Hagar Street to the East, within the city's C-2 (Commercial) zone. The subject site is an irregular shaped lot with street frontage along First Street and alley access along the site's northernmost boundary line. Since the facility was decommissioned as a city fire station in 1979, the property has been leased for various commercial type uses including the most recent occupancy by the Mauran Ambulance Services Incorporated. On April 3, 1995, Mauran Ambulance Services Inc. entered into a multi-year lease agreement with the city, which expired on March 31, 2011. Subsequent to the lease expiration date, the ambulance company has been operating at the subject property on a month-to-month lease.

The city-owned property at 1211 First Street would continue to be operated as commercial property, which allows for the continued operation of service commercial land uses such as the currently operating ambulance company as well as additional commercial land uses permitted or conditionally permitted under the City's C-2 (Commercial) zoning regulations. Permitted uses include: administrative and professional offices, retail and service oriented businesses (excluding repair businesses), governmental buildings, automobile service stations, bus stations, fortunetelling, hospitals, mortuaries, new automobile sales and display and sales room or lot (used car sales only in conjunction with a new car agency), nurseries, pet stores, radio and television stations without transmitting tower antennas, repair shops, bicycle and motorcycle, rummage sales, and veterinary clinics. Conditionally permitted uses include: clubs, lodges and halls, commercial recreation, hotels and motels including single room occupancy unit (SRO), new automobile sales and display and sales room or lot (used car sales only in conjunction with a new car agency), off-street parking lot, on-site and off-site sale of alcoholic beverages, parking lot sales, schools, secondhand stores, museums, art galleries, botanical gardens, ambulance service, minor automobile repair, bail bondsman, billiards and pool parlor, carwashes, live entertainment, and theater/bowling alley.

### Site 2

Site 2 is located at 519 South Brand Boulevard includes one 51 feet wide by 133.45 feet deep city-owned parcel with a total area of 6,804 square feet previously purchased by the city and subsequently developed as a former city fire station facility (approximately 2826 square feet in size) in 1955. The subject property is located in the westerly portion of the 500 block of South Brand Boulevard, between Kewen Street to the South and Hollister Street to the North,



within the city's C-1 (Limited Commercial) zone. The subject site is a through lot with street frontages along South Brand Boulevard and Carlisle Street. Since the facility was decommissioned as a city fire station in 1979, the property has been leased for various commercial type uses including the most recent occupancy by the San Fernando Cultural Arts & History Museum. On January 5, 2005, the San Fernando Cultural Arts & History Museum entered into a multi-year lease agreement which expired on January 4, 2011.

Currently, the museum operates at the subject property on a month-to-month lease. The city-owned property at 519 South Brand Boulevard would continue to be operated as commercial property, which allows for the continued operation of service commercial land uses such as the currently operating museum as well as additional commercial land uses permitted or conditionally permitted under the city's C-1 (Limited Commercial) zoning regulations. Permitted uses include: administrative and professional offices, retail and service oriented businesses (excluding repair businesses) and governmental buildings. Conditionally permitted uses include: clubs, lodges and halls, commercial recreation, hotels and motels including single room occupancy unit (SRO), new automobile sales and display and sales room or lot (used car sales only in conjunction with a new car agency), off-street parking lot, on-site and off-site sale of alcoholic beverages, parking lot sales, schools, secondhand stores, museums, art galleries, botanical gardens.

## **B. Project Objectives and Description**

The successful bidder will assist the City in researching the potential market for the sales of City-properties Sites 1 and 2, in determining an appropriate price, in developing appropriate disclosures, and in developing and implementing market strategies for both city-property sites that will produce the highest and most certain financial return to the City. The broker will present options and recommendations for approval to the City Council and assist in negotiating and completing a final real estate transaction, including any escrow.

The City expects the work to commence in the May of 2014 and be completed around July 2014. At the City's sole option, the contract may be extended for up to one year as necessary to complete work set forth in the Preliminary Scope of Work.

## **C. Minimum Qualifications**

Please note that responses to this RFP are sought only from experienced brokers who can demonstrate their ability to perform and who have personnel with a proven track record of success in providing commercial real estate brokerage services. A proposal must demonstrate that the broker meets the following minimum qualifications to be eligible for consideration for this project:

1. The firm, organization or company must be a licensed real estate broker in the State of California. The lead broker and other key real estate professionals assigned to the contract must be licensed real estate brokers in the State of California.
2. The firm must have an office that has been continuously operated for the last ten years within Los Angeles County; experience with the sale of similar types of commercial property within the Northeast San Fernando Valley is highly desirable.
3. The lead broker assigned to the contract and responsible for the coordination and execution of the work must have a minimum of ten years of experience and a proven track record in providing commercial real estate brokerage transactional services involving large scale commercial properties for its clients.
4. Each real estate professional assigned to this contract must have a minimum of ten years of experience in his or her areas of expertise. All other assigned professionals must have a minimum of five years of experience in their areas of expertise.
5. Be advised that the City will require that the contract between the broker and the City include a provision making any change in staff persons identified in the contract subject to the approval of the City. Removal by the broker of any staff persons identified in the contract without written consent of the City may be considered a material breach of contract.

### **SECTION III – INSTRUCTIONS TO BIDDERS**

#### **A. General**

1. All proposals must be made in accordance with the conditions of this RFP. Failure to address any of the requirements is grounds for rejection of this proposal.
2. All information should be complete, specific, and as concise as possible.
3. Proposals should include any additional information that the respondent deems pertinent to the understanding and evaluation of the bid.
4. The City may modify the RFP or issue supplementary information or guidelines during the proposal preparation period prior to the due date. Please check our website for updates.
5. Proposals shall constitute firm offers. Once submitted, proposals cannot be altered without the written consent of the City, but proposals may be withdrawn.

6. The City reserves the right to reject any and all proposals.
7. All questions must be in written form and directed to both, Brian Saeki ([bsaeki@sfcity.org](mailto:bsaeki@sfcity.org)) and Fred Ramirez ([framirez@sfcity.org](mailto:framirez@sfcity.org)) and arrive no later than Monday, April 28, 2014 at 3:00 pm. All questions will be answered in writing and posted on the City RFP webpage on Thursday, May 1, 2014 by 6:00 pm.
8. The cost for developing the proposal is the responsibility of the bidder, and shall not be chargeable to the City.
10. All responses to this RFP become property of the City and will be kept confidential until a recommendation for award of a contract has been announced. Thereafter, submittals are subject to public inspection and disclosure under the California Public Records Act. If a respondent believes that any portion of its submittal is exempt from public disclosure, it may mark that portion "confidential." The City will use reasonable means to ensure that such confidential information is safeguarded, but will not be held liable for inadvertent disclosure of the information. Proposals marked "confidential" in their entirety will not be honored, and the City will not deny public disclosure of any portion of submittals so marked.

By submitting a proposal with portions marked "confidential," a respondent represents it has a good faith belief that such portions are exempt from disclosure under the California Public Records Act and agrees to reimburse the City for, and to indemnify, defend, and hold harmless the City, its officers, employees, and agents, from and against any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs, and expenses, including without limitation, attorneys' fees, expenses, and court costs of any nature whatsoever, arising from or relating to the City's non-disclosure of any such designated portions of a proposal.

## **B. Submittal of Proposals**

1. Proposals must be submitted as specified in this RFP.
2. Submittal of new material at an interview will not be permitted.

## **C. Interviews**

1. The City, at its option, may interview bidders for the purpose of clarifying the proposals.
2. Submittal of new proposal material at an interview will not be permitted.

3. Interviews may involve a presentation or a question-and-answer format or any combination of these.

## **SECTION IV – PROPOSAL FORMAT AND CONTENTS**

### **A. Transmittal Letter**

Proposals must include a transmittal letter signed by an official authorized to solicit business and enter into contracts for the firm and the name and telephone number of a contact person, if different from the signature.

### **B. Title Page**

Proposals must include a title page that includes the RFP subject, the name of the broker's firm, local address, telephone number, name of contact person, and the date.

### **C. Table of Contents**

Proposals must include a table of contents that includes a clear identification of the material by section and page number.

### **D. Company/Firm Information**

Proposals must provide the name of the business entity (including any fictitious business names), details of the entity's business structure (i.e. corporation, partnership, LLC), organization chart for the business entity, statement(s) on financial integrity of all entities related to the company/firm or joint venture that will be involved in the contract, the location of offices located within the Los Angeles County, and the number of licensed brokers and agents/salespersons employed by company/firm in this region.

### **E. Qualifications and References**

1. Qualifying Experience – Firm: Describe the firm's qualifications specific to the requirements set forth in *Section III.C, Minimum Qualifications*.
2. Qualifying Experience - Professionals: Provide the name and title of the managing principal representative for the coordination and execution of work, other key real estate professionals, and any other professionals that will be assigned to this contract including resumes of education, experience and qualifications related to experience, copies of the California broker/salesperson licenses, contact information, and their area of responsibility in servicing the contract.
3. Transactions: Provide a list of all commercial sales and leasing transactions that occurred any time during the five-year period beginning January 1, 2007

and ending March 31, 2014 involving the firm, the managing principal, or other real estate professionals on the proposed team. Identify for each transaction whether the client was a government entity or a private entity. The managing principal and real estate professionals on the proposed team are not restricted to experience and performance with a specific firm.

4. Business References: Provide a minimum of five business references from clients for projects of a similar size and scope.
5. Litigation: Provide a list of any outstanding litigation in which the firm, managing principal, or a team real estate professional is a named party.

#### **F. Proposed Work Plan/Schedule**

This section should present a proposed work plan for the tasks described in Appendix A, Preliminary Scope of Work. This section should clearly convey the broker's understanding of the scope of work and the general approach to be taken.

Please do not present a work plan for optional services described in Appendix A, Preliminary Scope of Work. The proposed work plan should include the following:

1. A detailed description of the proposed management structure, including but not limited to, team organization, roles and responsibilities, program monitoring procedures, and communication mechanisms.
2. A discussion of what additional information, based on a review of the minimum real estate requirements, will be required to successfully market the building.
3. A detailed plan of the proposed approach and available tools to market the building and the process for evaluating these options for review and approval by the City's Board of Directors.
4. A proposed timeline and schedule for completing *Appendix A, Preliminary Scope of Work*.
5. A discussion of any experience representing government agency/corporate clients with a project of similar size and scope of work. Discussion should include any experience presenting recommendations to the public agency governing boards for review and approval.
6. A discussion of any other essential data that may assist in the evaluation of the proposal.
7. Provide copies of the proposed agreements that the City would be asked to sign as part of engaging the brokerage firm and its principals.

## **G. Compensation Schedule**

The broker must submit a compensation schedule, typically in the form of a commission, for sale transactions. The compensation schedule must also list any non-commission fees, including charges for any other services outlined in Appendix A, Preliminary Scope of Work. It must include any market research information and data sources that will be made available to the City along with any costs to be charged for access to the data. For all compensation, the compensation schedule must identify the circumstances under which the compensation would be due.

The broker's compensation schedule must include all charges that the City will be assessed. The broker must warrant that the fees quoted in the compensation schedule are the only compensation (direct or indirect) that it will receive from all transactions related to the sale of two City properties (former fire stations) located at 1211 1<sup>st</sup> Street and 519 South Brand Boulevard in the City of San Fernando. The submitted compensation schedule shall be guaranteed by the broker for the maximum term of the contract, and any extensions thereof.

## **H. Conflict of Interest**

Proposals must provide full disclosure of any known potential conflicts of interest as they relate to any potential transactions involving the City or sale of two City properties (former fire stations) located at 1211 1<sup>st</sup> Street and 519 South Brand Boulevard in the City of San Fernando. The broker, its employees and agents, hereby acknowledge their understanding of the concern expressed about the potential existence of any conflict of interest and/or influence arising from this project and the Broker's prior or future dealings with property owners.

1. Broker must fully disclose any formal relationship with City.
2. Broker should warrant that quoted fees are the only compensation (direct or indirect) that he/she or it will receive from this transaction.
3. All other disclosure which may be reasonably relevant to the concerns expressed above. Violation of any of the above can result in non-issuance of contract or revocation of contract.

## **SECTION V – PROPOSAL EVALUATION**

The City's prime objective in the selection process will be to evaluate each proposal on its merits and select the broker receiving the highest total points to provide the required services.

Evaluation: Each bidder will undergo an evaluation of each proposal submitted by the City Manager and other designated City personnel. The City Manager will make a recommendation to the City Council.

The evaluation criteria (and their relative importance displayed as % weights) are listed in Table 1 below.

Understanding and approach to performing the scope of work.	35%
Compensation Schedule including commission rate and other applicable fees	25%
Technical expertise, size and structure of the Broker and personnel assigned to RFP tasks	20%
Past experience of the firm and, in particular, experience of the team working on projects of similar scope.	20%

The City reserves the right to reject any and all proposals submitted and/or request additional information. During the selection process, the evaluation panel may interview bidders. The interviews will be for clarification only. The submittal of new material will not be permitted at that time. Interviews may involve a presentation or a question-and-answer format or any combination of these.

If two or more proposals receive the same number of points, the City Council will have final approval of the city-selected broker.

## SECTION VI – BROKER SELECTION TIMETABLE

Date	Time	Details
<b>Friday, April 18, 2014</b>	1:00 pm	RFP for Commercial Real Estate Brokerage and Advisory Services posted on the City's website
<b>Monday, April 28, 2014</b>	3:00 pm	All questions regarding the RFP due via email to: <a href="mailto:bsaeki@sfcity.org">bsaeki@sfcity.org</a> and <a href="mailto:framirez@sfcity.org">framirez@sfcity.org</a>
<b>Thursday, May 1, 2014</b> <b>Friday, May 9, 2014</b>	6:00 pm 3:00 pm	City responses to questions posted on the City's website RFP proposals due: Hard copies, electronic copies submitted to Brian Saeki, City Manager at 117 Macneil Street, San Fernando, CA 91340
<b>Tuesday, May 20, 2014</b>	TBD	Interviews with City staff
<b>Monday, June 2, 2014</b>	6:00 pm	City Council Meeting to Award Contract

## APPENDIX A

### SCOPE OF WORK OUTLINE OF SERVICES

The selected broker will be responsible for providing support to the City staff in the sale of two City properties (former fire stations) located at 1211 1<sup>st</sup> Street and 519 South Brand Boulevard in the City of San Fernando.

The principal responsibilities of the selected broker will be to assist the City in researching the potential market for the sales of City-properties Sites 1 and 2, in determining an appropriate price, in developing appropriate disclosures, and in developing and implementing market strategies for both city-property sites that will produce the highest and most certain financial return to the City. The broker will present options and recommendations for approval by the City Council and assist in negotiating and completing a final real estate transaction, including any escrow. The selected broker will provide the following services:

#### **Task 1 – Project Organization:**

- Identify key objectives, project schedule, project team(s), roles and responsibilities, and governance structure.
- Assist with identification of and timing for supplemental third-party assistance.
- Prepare informational materials and attend scheduled meetings with the City's project manager and executive management staff.
- Report weekly to the project manager about current/new efforts, contacts/leads, and other developments.
- Maintain timely telephone and/or email contact with the project manager.
- Coordinate efforts of sub-contractors for supplemental third party assistance, as appropriate.

#### **Deliverables:**

- 1.1 **Project organization and work plan document for review by the City Manager and designated executive management.**
- 1.2 **Updates to project schedule and timelines.**

#### **Task 2 – Market Analysis/Option Development**

- Prepare real estate market surveys and economic analyses.
- Prepare estimates of property/sale value.
- Assess property sale and lease opportunities.
- Develop marketing timelines for each opportunity.
- Develop financial return projections for each opportunity.

#### **Deliverables:**

- 2.1 **Market survey.**
- 2.2 **Estimates of sale value.**
- 2.3 **Real estate options document that discusses market survey, estimated sales value, options with timelines and financial return projections for each option.**



**Task 3 – Selection of Option(s)**

- Present options to executive management.
- Refine options based on executive management input.
- Present options to City Council.

**Deliverables:**

- 3.1 Executive management presentation.**
- 3.2 City Council presentation.**

**Task 4 – Development of Marketing Plan**

Prepare marketing plan.  
Research and prepare required disclosures.  
Present marketing and disclosure documents for City approval.

**Deliverables:**

- 4.1 Marketing plan.**
- 4.2 Disclosures documentation.**
- 4.3 Marketing plan presentation.**

**Task 5 – Marketing**

- Place advertising and other marketing materials.
- Communicate with prospective buyers/lessees.
- Convey offers to City and assist in their evaluation.
- Evaluate prospective buyers/lessees.
- Develop recommendation for sale or lease.
- Present recommendation to the City for approval.

**Deliverables:**

- 5.1 Advertising and other marketing materials.**
- 5.2 Recommendation for buyer or lessee.**

**Task 6 – Structure Real Estate Transaction**

- Assist the City in structuring the real estate transaction.
- Represent the City's interest in any negotiations to structure sale of the city property Sites 1 and 2.
- Present proposed deal to City for approval.
- Negotiate final terms and conditions.

**Deliverables:**

- 6.1 Final terms and conditions for approval by the City.**

**Task 7 – Close Real Estate Transaction**

- Prepare transaction documents.
- Arrange for remedy of any building deficiencies required to complete transaction.
- Monitor and coordinate closing of transaction.

**Deliverables:**

- 7.1 Closed transaction**



**Request for Proposals (RFP)  
for Commercial Real Estate Brokerage and Advisory Services:  
QUESTIONS AND CITY RESPONSES**

The following section provides questions received by the City of San Fernando regarding the RFP for Commercial Real Estate Brokerage and Advisory Services. Per the RFP, the question noted below was received by the Monday, April 28, 2014 at 3:00 p.m. due date. One question and the one City response were posted on the City's website on Tuesday, April 29, 2014 at:

[http://www.ci.san-fernando.ca.us/\\_overview/pr-rfp-rfq.shtml](http://www.ci.san-fernando.ca.us/_overview/pr-rfp-rfq.shtml)

**Question No. 1:**

Will the city consider the auction method of marketing for these 2 commercial properties?

**City Response:**

No. At this point, we are only willing to consider a standard sales approach.

*(Posted by Fred Ramirez, Community Development Director on April 29, 2014.)*

Brent C. Weirick  
Executive Vice President  
Lic. No. 00954803  
Brent.Weirick@colliers.com

16830 Ventura Boulevard  
Suite J  
Encino, CA 91436  
www.colliers.com

MAIN +1 818 905 5800  
FAX +1 818 325 4004



Mr. Brian Saeki  
City Manager  
Mr. Fred Ramirez  
City Planner  
**City of San Fernando**  
117 Macneil Street  
San Fernando, CA 91340

RE: **PROPOSAL FOR COMMERCIAL REAL ESTATE BROKERAGE AND ADVISORY SERVICES**

Dear Mr. Saeki and Mr. Ramirez:

We are pleased to present the enclosed Proposal in response to the Request for Proposals for Commercial Real Estate Brokerage and Advisory Services dated April 18, 2014.

As an Executive Vice President with Colliers International of Greater Los Angeles, I am authorized to solicit business for the firm and enter into contracts to deliver real estate services.

We are proposing, myself and Gian Starita, to service this contract. Gian and I have a combined 42 years of experience marketing commercial real estate, with over 30 of those years of experience in the San Fernando market. I started in this market 27 years ago, with my first transaction being a sale on Jessie Street. Ironically, as I write this letter we are closing escrow on a 12,000 SF building also on Jessie Street in San Fernando.

As part of our research in preparation for this proposal, we discovered that I have completed more transactions in the City of San Fernando than any other active commercial real estate broker. I look forward to successfully completing these transactions for the city.

We look forward to your favorable response. Please feel free to call me with any questions, or to discuss further, at 818.325.4104.

Sincerely,

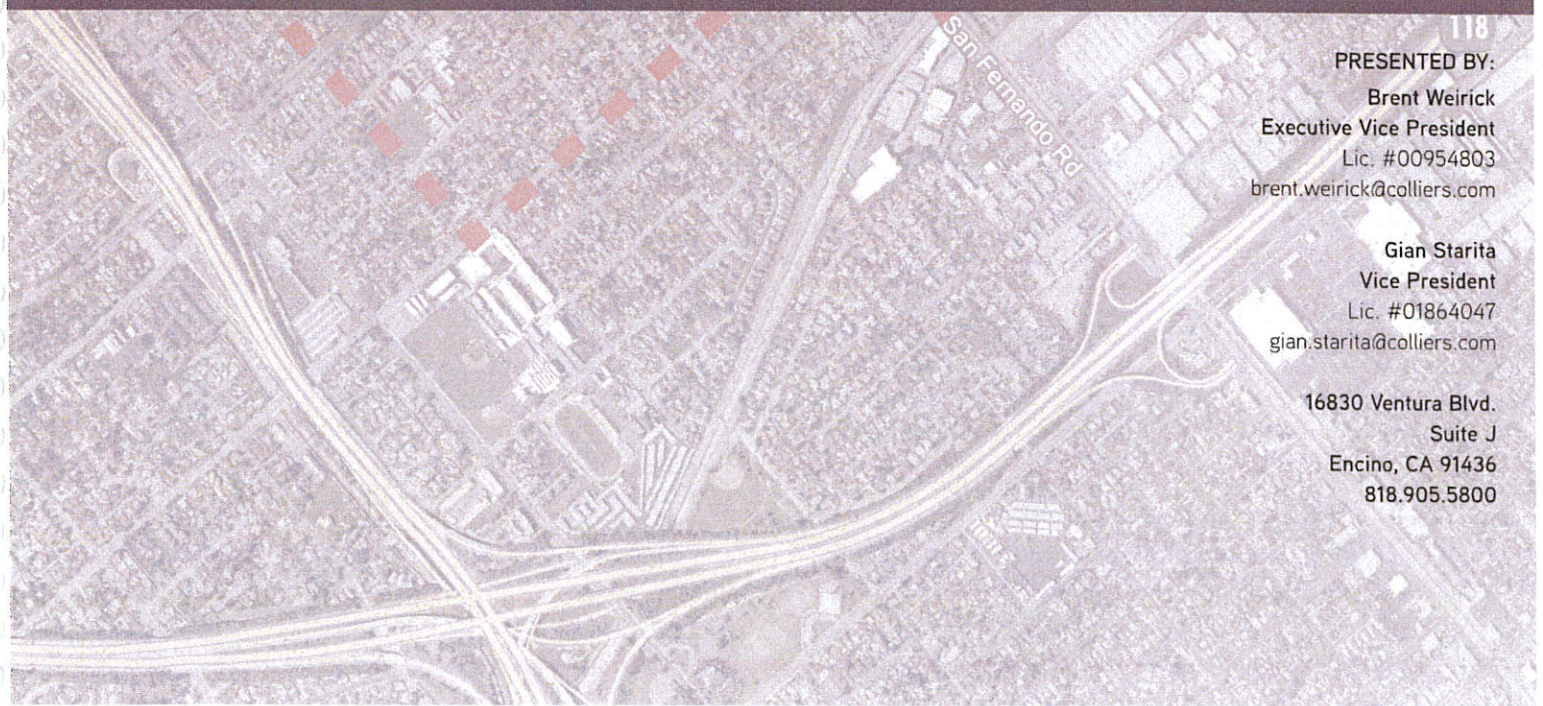
A handwritten signature in black ink, appearing to read "Brent Weirick".

Brent Weirick

Cc: Gian Starita, Vice President  
Hans Mumper, Managing Director



Proposal for Real Estate Services  
**CITY OF SAN FERNANDO**  
 1211 1<sup>ST</sup> ST. & 519 S. BRAND BLVD.  
 SAN FERNANDO | CALIFORNIA



PRESENTED BY:  
 Brent Weirick  
 Executive Vice President  
 Lic. #00954803  
 brent.weirick@colliers.com

Gian Starita  
 Vice President  
 Lic. #01864047  
 gian.starita@colliers.com

16830 Ventura Blvd.  
 Suite J  
 Encino, CA 91436  
 818.905.5800

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## SECTION I

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# BUSINESS

## Entity

The Encino office of Colliers International of Greater Los Angeles, dba Colliers International, shall be the firm servicing this contract. Colliers International is a wholly owned subsidiary of FirstService Corporation. FirstService Corporation is a publicly traded company. Information on FirstService Corporation, and Colliers International. Detail on Colliers International of Greater Los Angeles (GLA) is provided in the Qualifying Experience section of this Proposal.

As a publicly traded company, we are limited by SEC regulations on the financial information we can provide. In recognition of these limitations, we are providing the most recent quarterly reports submitted to the SEC, and available to the general public.

FirstService  
Creating Value One Step At A Time

OUR COMPANY SERVICES INVESTORS BECOMING OUR PARTNER THE FIRSTSERVICE WAY

FirstNet | E-mail Registration

Search

NASDAQ	\$ 50.31
TSX	\$ 54.37

**NEWS**

#april 29, 2014  
FirstService Reports Record First Quarter Results

April 24, 2014  
FirstService To Announce First Quarter Results On April 29, 2014

April 8, 2014  
FirstService Corporation Annual Meeting - Tuesday April 8, 2014

**Strong Cash Flow & Balance Sheet**

FirstService Corporation is a global leader in the rapidly growing real estate services sector, one of the largest markets in the world. FirstService manages more than 2.5 billion square feet of residential and commercial properties through its three industry-leading service platforms: **Colliers International**, one of the largest global players in commercial real estate services; **FirstService Residential**, North America's largest manager of residential communities; and **FirstService Brands**, one of North America's largest providers of essential property services delivered through individually branded franchise systems and company-owned operations.

FirstService generates more than US\$2.3 billion in annual revenues and has more than 24,000 employees world-wide. With significant insider ownership and an experienced management team, FirstService has a long-term track record of creating value and superior returns for shareholders since becoming a publically listed company in 1993. The common shares of FirstService trade on the NASDAQ under the symbol "FSRV" and on the Toronto Stock Exchange under the symbol "FSV".

CORPORATE RESPONSIBILITY | PRIVACY POLICY | CAREERS | CONTACT US

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# BUSINESS *Structure*

AT A GLANCE

## Colliers International

Colliers International is a leader in global real estate services, defined by our spirit of enterprise. Through a culture of service excellence and a shared sense of initiative, we integrate the resources of real estate specialists worldwide to accelerate the success of our partners—our clients, professionals and communities.

We offer a complete range of services to owners, investors and occupiers on a local, regional, national and international basis. The foundation of our service is the strength and depth of our local specialists. Our clients depend on our ability to draw on years of direct local market experience.

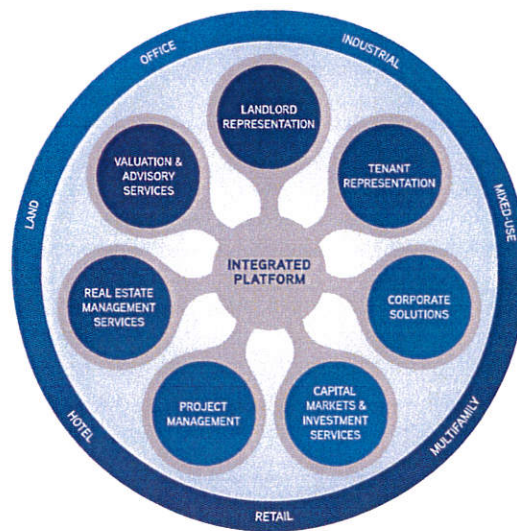
**485 offices in  
63 countries**

- US \$2.1 billion in annual revenue
- 15,800 professionals and staff
- 1.46 billion\* square feet under management
- \$75 billion USD in total transaction value

\*Square footage includes office, industrial and retail property under management. Residential property is excluded from this total. All statistics are for 2013.

In addition to these sectors, we provide our clients with a deep level of knowledge in specialized industries and product types, such as law, technical facilities, and health care.

### COLLIERS SERVICE LINES



Founding member of the World Green Building Council



Member of World Economic Forum



Named Top 100 service provider more times than any other real estate firm



The second-most-recognized commercial real-estate brand (2014 LIPSEY SURVEY)



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# BUSINESS

## *Locations*

485 OFFICES IN 63 COUNTRIES



UPDATED MARCH 2014

### OUR CLIENTS (PARTIAL LIST)

3M	CBRE Global Investors	Goodman	Masco Corporation	Sobeys
Abacus Property Group	Cbus Property	GPT Group	Mattel	Southwire Company
ABN AMRO	Cengage Learning	Groupe BPCE	MAXIMUS	St. George Bank
Adgar Investments	CenterPoint Properties	Great-West Life	Mirvac	Standard Chartered
Agricultural Bank of China	CEREP Université	Hals-Development	MIT	Standard Life
Aimco	Challenger Limited	Hatch Ltd.	Monceau Investissements Immobiliers	State Street Bank
Allianz	Chevron	Home Depot	Morguard	Sterling Savings Bank
Allstate	Citibank	Helvetic Private Investments AG	National Australia Bank	Stockland
AMP Capital	The Coca-Cola Company	Hesse Newman Capital AG	National Electronics	STRABAG
ANZ Banking Group	Colonial First State Global Asset Management	HSBC	Neuapostolische Kirche	Sumitomo Mitsui Banking Corporation
APGF	Colony Realty Partners	Hubert Haupt Immobilien	Shanghai New Changning	Sun Life Financial
Apollo Management Asia Pacific Ltd	Commerzbank	IDeA FIMIT sgr	Notapierre	Syntrus Achmea
Arawata Assets Limited	Commonwealth Bank	Industrial Alliance Pacific	NZ Property Finance Partners	Système U
Archon Group	Co-Operative Group Ltd	Infrastry Bykovo	One Baltic Investment Group	TA Associates
Arrium Limited/OneSteel	Covidien	Inter Pipeline Ltd.	Oxford Properties	Talisman Energy
Asda Stores	Credit Suisse	Investa	Panattoni	Telefónica
Aspen Pharmacare	Cummins	Invita	Parinee Developers	TVHG Budget Group
A.T. Kearney	CW Capital	ISPT	Perpetual Limited	Tyco
Australian Unity	DCT Industrial Trust	IVG Immobilien AG	PNC Real Estate	UBS
Australand	DDR	J Sainsbury plc	Precinct Properties New Zealand	UE Engineers Limited
AVIC Real Estate	Dexus Property Group	James Campbell Company	PwC	Umpqua Bank
Aviva	DLF Limited	KaiLong REI	Primewest	U.S. Bank
BDO LLP	Dundee Corporation	Killultagh Estates	Prologis	VGP
Bell Gully	Electronic Arts	Klépierre	Promresurs	Vodafone
Bentall Kennedy	ENPAM	KPMG	QIC	Volkswagen Group
Bouwfonds	Erste Group	Kraft Foods	RB Capital	Walmart
Berggruen Holdings	Extra Space Holdings Pte Ltd	LaSalle Investment Management	Redwood Group Ltd	Wells Fargo
Beta Securitizadora S.A.	Faurecia	Lend Lease	Rio Tinto	Westfield
BICE	Ferrier Hodgson	Lloyds Banking Group	Rockspring	Westpac Banking Corporation
British Land	Fidelity	LNR Partners	Rock-Tenn Company	XL Axiata
Brookfield	First Industrial Properties Trust	Louis Vuitton	Royal Bank of Scotland	Z Energy
BT	FREO Group	Lowe's	SARES-REGIS Group	
CA Immo	Frucor Beverages Limited	Macquarie Group	SEGRO	
Cadillac Fairview	GE/GE Capital	Macquarie Services	Siemens	
CalPERS	Go Outdoors	Mactaggart & Mickel Homes	Skanska	

# ORGANIZATION

## Chart

### LEADERSHIP TEAM

#### > Global Leaders



Doug Frye  
Global President &  
Chief Executive Officer



Peter Humphries  
Chief Financial &  
Operating Officer

#### > Regional Chief Executive Officers



David Bowden  
CEO | Canada



Piers Brunner  
CEO | Asia



John Kenny  
CEO | Australasia



Javier Lomelin  
CEO | Latin America



Chris McLernon  
CEO | EMEA



Dylan Taylor  
CEO | Americas

#### > Global Corporate Executives



Alex Baehr  
VP | General Counsel



Mindy Geisser  
VP | Global People Services



Rob Gubas  
VP | Global Marketing



Bob Hemming  
VP | Global Finance



Craig Robbins  
President | Client Services &  
Chief Knowledge Officer



Veresh Sita  
Chief Information Officer

# STATEMENT OF FINANCIAL

*Integrity*

## FIRSTSERVICE CORPORATION

### CONSOLIDATED STATEMENTS OF EARNINGS (LOSS)

(Unaudited)

(in thousands of US dollars, except per share amounts) - in accordance with accounting principles generally accepted in the United States of America

	Three months ended March 31	
	2014	2013
Revenues	\$ 548,431	\$ 476,395
Cost of revenues	363,038	323,388
Selling, general and administrative expenses	166,167	142,744
Depreciation	8,889	8,291
Amortization of intangible assets	4,917	4,267
Acquisition-related items (note 6)	45	2,206
Operating earnings (loss)	5,375	(4,501)
Interest expense, net	2,974	5,166
Other income, net (note 7)	(641)	(178)
Earnings (loss) before income tax	3,042	(9,489)
Income tax expense (recovery) (note 8)	1,280	(1,719)
Net earnings (loss) from continuing operations	1,762	(7,770)
Net loss from discontinued operations, net of income tax	(718)	(449)
Net earnings (loss)	1,044	(8,219)
Non-controlling interest share of earnings (note 11)	4,911	440
Non-controlling interest redemption increment (note 11)	2,014	5,580
Net loss attributable to Company	(5,881)	(14,239)
Preferred share dividends	-	2,288
Net loss attributable to common shareholders	\$ (5,881)	\$ (16,527)
<b>Net loss per common share (note 12)</b>		
Basic		
Continuing operations	\$ (0.14)	\$ (0.53)
Discontinued operations	(0.02)	(0.02)
	\$ (0.16)	\$ (0.55)
Diluted		
Continuing operations	\$ (0.14)	\$ (0.53)
Discontinued operations	(0.02)	(0.02)
	\$ (0.16)	\$ (0.55)

The accompanying notes are an integral part of these financial statements.

# STATEMENT OF FINANCIAL

## *Integrity*

**FIRSTSERVICE CORPORATION**
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE EARNINGS (LOSS)**

(Unaudited)

(in thousands of US dollars) - in accordance with accounting principles generally accepted in the United States of America

	Three months ended March 31	
	2014	2013
Net earnings (loss)	\$ 1,044	\$ (8,219)
Foreign currency translation loss	(2,748)	(2,552)
Comprehensive loss	(1,704)	(10,771)
Less: Comprehensive earnings attributable to non-controlling shareholders	6,426	6,042
Comprehensive loss attributable to Company	\$ (8,130)	\$ (16,813)

**The accompanying notes are an integral part of these financial statements.**

# STATEMENT OF FINANCIAL

*Integrity*

## FIRSTSERVICE CORPORATION

### CONSOLIDATED BALANCE SHEETS

(Unaudited)

(in thousands of US dollars) - in accordance with accounting principles generally accepted in the United States of America

	March 31, 2014	December 31, 2013
<b>Assets</b>		
<b>Current assets</b>		
Cash and cash equivalents	\$ 119,398	\$ 142,704
Restricted cash	5,745	5,613
Accounts receivable, net of allowance of \$24,858 (December 31, 2013 - \$25,534)	336,243	371,423
Income tax recoverable	20,383	17,489
Inventories	27,148	15,804
Prepaid expenses and other current assets	43,962	38,289
Deferred income tax	23,896	23,938
	<u>576,775</u>	<u>615,260</u>
Other receivables	7,294	7,455
Other assets	12,245	12,256
Fixed assets	100,519	101,554
Deferred income tax	98,145	102,629
Intangible assets	179,342	177,179
Goodwill	442,573	427,178
	<u>840,118</u>	<u>828,251</u>
	<u>\$ 1,416,893</u>	<u>\$ 1,443,511</u>
<b>Liabilities and shareholders' equity</b>		
<b>Current liabilities</b>		
Accounts payable	\$ 82,013	\$ 92,937
Accrued liabilities	295,820	392,377
Income tax payable	4,978	18,317
Unearned revenues	23,149	20,199
Long-term debt - current (note 9)	39,276	44,785
Contingent acquisition consideration - current (note 10)	6,197	122
Deferred income tax	1,427	1,427
	<u>452,860</u>	<u>570,164</u>
Long-term debt - non-current (note 9)	446,233	328,009
Contingent acquisition consideration (note 10)	7,102	8,618
Other liabilities	24,849	34,433
Deferred income tax	31,490	31,165
	<u>509,674</u>	<u>402,225</u>
Redeemable non-controlling interests (note 11)	213,128	222,073
<b>Shareholders' equity</b>		
Common shares	306,071	300,765
Contributed surplus	38,897	37,510
Deficit	(136,638)	(123,111)
Accumulated other comprehensive earnings	24,508	26,757
Total Company shareholders' equity	<u>232,838</u>	<u>241,921</u>
Non-controlling interests	8,393	7,128
Total shareholders' equity	<u>241,231</u>	<u>249,049</u>
	<u>\$ 1,416,893</u>	<u>\$ 1,443,511</u>

The accompanying notes are an integral part of these financial statements.

# STATEMENT OF FINANCIAL

## *Integrity*

### FIRSTSERVICE CORPORATION

#### CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY

(Unaudited)

(in thousands of US dollars, except share information)

	Common shares		Contributed surplus	Deficit	Accumulated other comprehensive earnings	Non-controlling interests	Total shareholders' equity
	Issued and outstanding shares	Amount					
Balance, December 31, 2013	35,801,732	\$ 300,765	\$ 37,510	\$ (123,111)	\$ 26,757	\$ 7,128	\$ 249,049
Net earnings	-	-	-	1,044	-	-	1,044
Other comprehensive earnings	-	-	-	-	(2,748)	-	(2,748)
Other comprehensive earnings attributable to NCI	-	-	-	-	499	16	515
NCI share of earnings	-	-	-	(4,911)	-	1,719	(3,192)
NCI redemption increment	-	-	-	(2,014)	-	-	(2,014)
Distributions to NCI	-	-	-	-	-	(511)	(511)
Acquisition of businesses, net	-	-	-	-	-	41	41
Subsidiaries' equity transactions	-	-	(101)	-	-	-	(101)
Subordinate Voting Shares:							
Stock option expense			827	-	-	-	827
Stock options exercised	279,800	6,169	(1,584)	-	-	-	4,585
Tax benefit on options exercised	-	-	2,245	-	-	-	2,245
Dividends	-	-	-	(3,598)	-	-	(3,598)
Purchased for cancellation	(100,000)	(863)	-	(4,048)	-	-	(4,911)
<b>Balance, March 31, 2014</b>	<b>35,981,532</b>	<b>\$ 306,071</b>	<b>\$ 38,897</b>	<b>\$ (136,638)</b>	<b>\$ 24,508</b>	<b>\$ 8,393</b>	<b>\$ 241,231</b>

The accompanying notes are an integral part of these financial statements.

# STATEMENT OF FINANCIAL

## *Integrity*

**FIRSTSERVICE CORPORATION**

## CONSOLIDATED STATEMENTS OF CASH FLOWS

(Unaudited)

(in thousands of US dollars) - in accordance with accounting principles generally accepted in the United States of America

	Three months ended March 31	
	2014	2013
<b>Cash provided by (used in)</b>		
<b>Operating activities</b>		
Net earnings (loss)	\$ 1,044	\$ (8,219)
Items not affecting cash:		
Depreciation and amortization	13,852	13,498
Deferred income tax	4,360	(5,005)
Other	(1,981)	1,222
Changes in non-cash working capital:		
Accounts receivable	37,433	7,003
Inventories	(11,344)	6,115
Prepaid expenses and other current assets	(5,506)	(2,749)
Payables and accruals	(96,878)	(83,535)
Unearned revenues	2,949	4,297
Other liabilities	(10,784)	572
Contingent acquisition consideration	(20,064)	-
<b>Net cash used in operating activities</b>	<b>(86,919)</b>	<b>(66,801)</b>
<b>Investing activities</b>		
Acquisitions of businesses, net of cash acquired (note 4)	(12,880)	(27,189)
Purchases of fixed assets	(7,699)	(5,661)
Other investing activities	470	(4,057)
<b>Net cash used in investing activities</b>	<b>(20,109)</b>	<b>(36,907)</b>
<b>Financing activities</b>		
Increase in long-term debt	133,433	246,346
Repayment of long-term debt	(24,038)	(153,948)
Purchases of non-controlling interests, net	(10,974)	(989)
Contingent acquisition consideration	(5,581)	-
Proceeds received on exercise of stock options	4,585	792
Dividends paid to preferred shareholders	-	(2,288)
Dividends paid to common shareholders	(3,580)	-
Distributions paid to non-controlling interests	(5,521)	(5,654)
Repurchases of Subordinate Voting Shares	(4,911)	-
Other financing activities	2,245	(478)
<b>Net cash provided by financing activities</b>	<b>85,658</b>	<b>83,781</b>
Effect of exchange rate changes on cash	(1,936)	(1,199)
Decrease in cash and cash equivalents	(23,306)	(21,126)
Cash and cash equivalents, beginning of period	142,704	108,684
<b>Cash and cash equivalents, end of period</b>	<b>\$ 119,398</b>	<b>\$ 87,558</b>

The accompanying notes are an integral part of these financial statements.

# STATEMENT OF FINANCIAL

## *Integrity*

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

March 31, 2014

(Unaudited)

(in thousands of US dollars, except per share amounts)

1. **DESCRIPTION OF THE BUSINESS** – FirstService Corporation (the “Company”) is a provider of real estate-related services to commercial, institutional and residential customers in North America and various countries around the world. The Company’s operations are conducted in three segments: Commercial Real Estate (“CRE”) Services, Residential Real Estate Services (“RRE”) and Property Services. The Company operates as Colliers International within CRE; FirstService Residential and American Pool Enterprises within RRE; and Paul Davis, Certa Pro Painters, California Closets and several other franchise brands within Property Services.

2. **SUMMARY OF PRESENTATION** – These condensed consolidated financial statements have been prepared by the Company in accordance with the disclosure requirements for the presentation of interim financial information pursuant to applicable Canadian securities law. Certain information and footnote disclosures normally included in annual financial statements prepared in accordance with generally accepted accounting principles (“GAAP”) in the United States of America have been condensed or omitted in accordance with such disclosure requirements, although the Company believes that the disclosures are adequate to make the information not misleading. These interim financial statements should be read in conjunction with the audited consolidated financial statements for the year ended December 31, 2013.

These interim financial statements follow the same accounting policies as the most recent audited consolidated financial statements, except as noted below. In the opinion of management, the condensed consolidated financial statements contain all adjustments necessary to present fairly the financial position of the Company as at March 31, 2014 and the results of operations and its cash flows for the three month periods ended March 31, 2014 and 2013. All such adjustments are of a normal recurring nature. Certain prior period amounts have been reclassified to conform with the current period presentation. The results of operations for the three month period ended March 31, 2014 are not necessarily indicative of the results to be expected for the year ending December 31, 2014.

3. **IMPACT OF RECENTLY ISSUED ACCOUNTING STANDARDS** – In July 2013, the FASB issued updated guidance on the presentation of unrecognized tax benefits (ASU 2013-11). This update provides explicit guidance on the financial statement presentation of an unrecognized tax benefit when a net operating loss carry-forward, a similar tax loss, or a tax credit carry-forward exists. The updated guidance is expected to reduce diversity in practice by providing guidance on the presentation of unrecognized tax benefits and will better reflect the manner in which an entity would settle at the reporting date any additional income taxes that would result from the disallowance of a tax position when net operating loss carry-forwards, similar tax losses, or tax credit carry-forwards exist. The amendments in this update were applied prospectively to all unrecognized tax benefits that existed at the effective date, which for the Company was January 1, 2014. The adoption of this guidance did not have a material impact on the Company’s results of operations, financial position or disclosure.

4. **ACQUISITIONS** – In the quarter, the Company completed three acquisitions, two in the CRE segment and one in the RRE segment. In the CRE segment, the company acquired controlling interests in two regional firms in the UK and Canada. In the RRE segment, the Company acquired a firm operating in New York City. The acquisition date fair value of consideration transferred was as follows: cash of \$12,880 (net of cash acquired of \$1,366), notes payable of \$3,171, and contingent consideration of \$4,869 (2013 - cash of \$27,189).

Certain vendors, at the time of acquisition, are entitled to receive a contingent consideration payment if the acquired businesses achieve specified earnings levels during the one- to four-year periods following the dates of acquisition. The ultimate amount of payment is determined based on a formula, the key inputs to which are (i) a contractually agreed maximum payment; (ii) a contractually specified earnings level and (iii) the actual earnings for the contingency period. If the acquired business does not achieve the specified earnings level, the maximum payment is reduced for any shortfall, potentially to nil.



# STATEMENT OF FINANCIAL

## *Integrity*

Unless it contains an element of compensation, contingent consideration is recorded at fair value each reporting period. The fair value recorded on the consolidated balance sheet as at March 31, 2014 was \$13,299 (see note 10). The estimated range of outcomes (undiscounted) for these contingent consideration arrangements is \$19,700 to a maximum of \$23,200. The contingencies will expire during the period extending to December 2018. During the three months ended March 31, 2014, \$25,645 was paid with reference to such contingent consideration (2013 - nil).

5. **DISCONTINUED OPERATIONS** – Discontinued operations includes two businesses (i) Field Asset Services (previously in the Property Services segment), sold on September 30, 2013 and (ii) the REO rental operation (previously in the Residential Real Estate Services segment), which was held for sale as of December 31, 2013 and sold on April 18, 2014. The carrying amount of the REO rental operation approximates its net realizable value as of March 31, 2014. For the three months ended March 31, 2014, revenues from discontinued operations were \$3,244 (2013 - \$24,945) and the net loss was \$718 (2013 - net loss of \$449).

6. **ACQUISITION-RELATED ITEMS** - Acquisition-related expense is comprised of the following:

	Three months ended March 31	
	2014	2013
Contingent consideration compensation expense	\$ -	\$ 1,425
Contingent consideration fair value adjustments	(518)	3
Transaction costs	563	778
	<u>\$ 45</u>	<u>\$ 2,206</u>

7. **OTHER INCOME** - Other (income) expense is comprised of the following:

	Three months ended March 31	
	2014	2013
Income from equity method investments	\$ (159)	\$ (257)
Other	(482)	79
	<u>\$ (641)</u>	<u>\$ (178)</u>

8. **INCOME TAX** – The provision for income tax for the three months ended March 31, 2014 reflected an effective tax rate of 42% (2013 - 20%) relative to the combined statutory rate of approximately 28% (2013 - 28%). The difference between the effective rate and the statutory rate is related to the geographic mix of taxable earnings and losses in each period, the impact of discrete items, and the impact of non-controlling interests.

9. **LONG-TERM DEBT** – The Company has an amended and restated credit agreement with a syndicate of banks to provide a \$350,000 committed senior revolving credit facility including an uncommitted accordion provision allowing for an additional \$100,000 of borrowing capacity under the same terms. The revolving credit facility has a five year term ending March 1, 2017 and bears interest at 1.25% to 3.00% over floating reference rates, depending on certain leverage ratios.

The revolving credit facility and the Company's three outstanding issues of Senior Notes rank equally in terms of seniority. The Company has granted the lenders and Note-holders various collateral including an interest in all of the assets of the Company. The covenants require the Company to maintain certain ratios including financial leverage, interest coverage and net worth. The Company is limited from undertaking certain mergers, acquisitions and dispositions without prior approval.

# STATEMENT OF FINANCIAL

## *Integrity*

10. FAIR VALUE MEASUREMENTS – The following table provides the financial assets and liabilities carried at fair value measured on a recurring basis as of March 31, 2014:

	Carrying value at March 31, 2014	Fair value measurements at March 31, 2014		
		Level 1	Level 2	Level 3
Interest rate swap asset	\$ 98	\$ -	\$ 98	\$ -
Interest rate swap liability	1,808		1,808	
Contingent consideration liability	13,299	-	-	13,299

The fair value of the interest rate swap asset was determined using widely accepted valuation techniques. The inputs to the measurement of the fair value of contingent consideration related to acquisitions are Level 3 inputs. The fair value measurements were made using a discounted cash flow model; significant model inputs were expected future operating cash flows (determined with reference to each specific acquired business) and discount rates (which range from 8.0% to 10.0%). Changes in the fair value of the contingent consideration liability are comprised of the following:

	<u>2014</u>
Balance, January 1	\$ 8,740
Amounts recognized on acquisitions	4,869
Fair value adjustments	(518)
Resolved and settled in cash	(69)
Other	277
Balance, March 31	<u>\$ 13,299</u>
Less: Current portion	<u>6,197</u>
Non-current portion	<u>\$ 7,102</u>

The carrying amounts for cash and cash equivalents, accounts receivable, accounts payable and accrued liabilities approximate fair values due to the short maturity of these instruments, unless otherwise indicated. The inputs to the measurement of the fair value of long term debt are Level 3 inputs. The fair value measurements were made using a net present value approach; significant model inputs were expected future cash outflows and discount rates (which range from 0.6% to 3.2%). The following are estimates of the fair values for other financial instruments:

	March 31, 2014		December 31, 2013	
	Carrying amount	Fair value	Carrying amount	Fair value
Other receivables	\$ 7,294	\$ 7,294	\$ 7,455	\$ 7,455
Long-term debt	485,509	498,806	372,794	386,952

# STATEMENT OF FINANCIAL

*Integrity*

11. REDEEMABLE NON-CONTROLLING INTERESTS – The minority equity positions in the Company’s subsidiaries are referred to as redeemable non-controlling interests (“RNCI”). The RNCI are considered to be redeemable securities. Accordingly, the RNCI is recorded at the greater of (i) the redemption amount or (ii) the amount initially recorded as RNCI at the date of inception of the minority equity position. This amount is recorded in the “mezzanine” section of the balance sheet, outside of shareholders’ equity. Changes in the RNCI amount are recognized immediately as they occur. The following table provides a reconciliation of the beginning and ending RNCI amounts:

	<u>2014</u>
Balance, January 1	\$ 222,073
RNCI share of earnings	3,192
RNCI share of other comprehensive earnings	(499)
RNCI redemption increment	2,014
Distributions paid to RNCI	(5,010)
Purchase of interests from RNCI, net	(9,052)
RNCI recognized on business acquisitions	60
Other	350
Balance, March 31	<u>\$ 213,128</u>

The Company has shareholders’ agreements in place at each of its non-wholly owned subsidiaries. These agreements allow the Company to “call” the non-controlling interest at a price determined with the use of a formula price, which is usually equal to a fixed multiple of average annual net earnings before extraordinary items, income taxes, interest, depreciation, and amortization. The agreements also have redemption features which allow the owners of the RNCI to “put” their equity to the Company at the same price subject to certain limitations. The formula price is referred to as the redemption amount and may be paid in cash or in Subordinate Voting Shares. The redemption amount as of March 31, 2014 was \$206,944. The redemption amount is lower than that recorded on the balance sheet as the formula prices of certain RNCI are lower than the amount initially recorded at the inception of the minority equity position. If all put or call options were settled with Subordinate Voting Shares as at March 31, 2014, approximately 4,300,000 such shares would be issued.

Increases or decreases to the formula price of the underlying shares are recognized in the Consolidated Statement of Earnings (Loss) as the NCI redemption increment.

12. NET LOSS PER COMMON SHARE – Loss per share calculations cannot be anti-dilutive, therefore diluted shares are not used in the denominator when the numerator is in a loss position. The following table reconciles the basic and diluted common shares outstanding:

(in thousands)	Three months ended	
	March 31	
	<u>2014</u>	<u>2013</u>
Basic shares	35,890	30,101
Assumed exercise of Company stock options	409	347
Diluted shares	<u>36,299</u>	<u>30,448</u>

# STATEMENT OF FINANCIAL

## *Integrity*

### 13. STOCK-BASED COMPENSATION

#### Company stock option plan

The Company has a stock option plan for certain directors, officers and key full-time employees of the Company and its subsidiaries, other than its CEO. Options are granted at the market price for the underlying shares on the date of grant. Each option vests over a four-year term, expires five years from the date granted and allows for the purchase of one Subordinate Voting Share. All Subordinate Voting Shares issued are new shares. As at March 31, 2014, there were 298,250 options available for future grants.

Grants under the Company's stock option plan are equity-classified awards. There were no stock options granted during the three months ended March 31, 2014 (2013 - 367,000). Stock option activity for the three months ended March 31, 2014 was as follows:

	Number of options	Weighted average exercise price	Weighted average remaining contractual life (years)	Aggregate intrinsic value
Shares issuable under options - Beginning of period	1,687,050	\$ 26.25		
Exercised	<u>(279,800)</u>	16.42		
Shares issuable under options - End of period	1,407,250	\$ 28.20	2.52	\$ 27,172
Options exercisable - End of period	<u>780,000</u>	<u>\$ 25.71</u>	<u>1.89</u>	<u>\$ 17,004</u>

The amount of compensation expense recorded in the statement of earnings for the three months ended March 31, 2014 was \$827 (2013 - \$1,264). As of March 31, 2014, there was \$3,555 of unrecognized compensation cost related to non-vested awards which is expected to be recognized over the next 5 years. During the three month period ended March 31, 2014, the fair value of options vested was \$6,595 (2013 - \$1,767).

#### Subsidiary stock option plans

The Company has stock option plans at its CRE subsidiary entitling the holders to acquire up to a 3.2% interest in the subsidiary as at March 31, 2014. Options, as well as shares acquired upon option exercise under the subsidiary stock option plan are liability classified awards because the underlying stock is also classified as a liability. The fair value of the liability relating to these awards is calculated each period using the Black-Scholes option pricing model. The fair value of the liability related to these awards as at March 31, 2014 was \$13,141 (December 31, 2013 - \$12,834) and compensation expense recognized related to the awards for the three months ended March 31, 2014 was \$2,714 (2013 - recovery of \$1,079).

14. CONTINGENCIES – In the normal course of operations, the Company is subject to routine claims and litigation incidental to its business. Litigation currently pending or threatened against the Company includes disputes with former employees and commercial liability claims related to services provided by the Company. The Company believes resolution of such proceedings, combined with amounts set aside, will not have a material impact on the Company's financial condition or the results of operations.

15. SEGMENTED INFORMATION – The Company has three reportable operating segments. The segments are grouped with reference to the nature of services provided and the types of clients that use those services. The Company assesses each segment's performance based on operating earnings or operating earnings before depreciation and amortization. CRE provides commercial property brokerage and other advisory services to clients in North America and in various other countries around the world. RRE provides property management and related property services to residential communities in North America. Property Services provides Company-owned and franchised property services to customers in North America. Corporate includes the costs of operating the Company's corporate head office.

# STATEMENT OF FINANCIAL

## *Integrity*

### OPERATING SEGMENTS

	Commercial Real Estate Services	Residential Real Estate Services	Property Services	Corporate	Consolidated
<b>Three months ended March 31</b>					
<b>2014</b>					
Revenues	\$ 302,799	\$ 216,062	\$ 29,532	\$ 38	\$ 548,431
Operating earnings (loss)	5,657	3,545	(375)	(3,452)	5,375
<b>2013</b>					
Revenues	\$ 247,089	\$ 202,417	\$ 26,833	\$ 56	\$ 476,395
Operating earnings (loss)	(6,575)	7,501	(1,446)	(3,981)	(4,501)

### GEOGRAPHIC INFORMATION

	United States	Canada	Australia	Europe and Other	Consolidated
<b>Three months ended March 31</b>					
<b>2014</b>					
Revenues	\$ 331,459	\$ 75,967	\$ 40,088	\$ 100,917	\$ 548,431
Total long-lived assets	386,145	91,939	51,285	193,065	722,434
<b>2013</b>					
Revenues	\$ 298,356	\$ 70,799	\$ 38,974	\$ 68,266	\$ 476,395
Total long-lived assets	464,340	97,064	49,269	153,518	764,191

# STATEMENT OF FINANCIAL

## *Integrity*

### FIRSTSERVICE CORPORATION

#### MANAGEMENT'S DISCUSSION AND ANALYSIS FOR THE THREE MONTH PERIOD ENDED MARCH 31, 2014

(in US dollars)

May 2, 2014

*The following Management's Discussion and Analysis ("MD&A") should be read together with the unaudited interim consolidated financial statements of FirstService Corporation (the "Company" or "FirstService") for the three month period ended March 31, 2014 and the Company's audited consolidated financial statements, and MD&A, for the year ended December 31, 2013. The interim consolidated financial statements have been prepared in accordance with generally accepted accounting principles in the United States ("GAAP"). All financial information herein is presented in United States dollars.*

*The Company has prepared this MD&A with reference to National Instrument 51-102 – Continuous Disclosure Obligations of the Canadian Securities Administrators (the "CSA"). Under the U.S./Canada Multijurisdictional Disclosure System, the Company is permitted to prepare this MD&A in accordance with the disclosure requirements of Canada, which requirements are different from those of the United States. This MD&A provides information for the three month period ended March 31, 2014 and up to and including May 2, 2014.*

*Additional information about the Company, including the Company's Annual Information Form, which is included in FirstService's Annual Report on Form 40-F, can be found on SEDAR at [www.sedar.com](http://www.sedar.com) and on the US Securities and Exchange Commission website at [www.sec.gov](http://www.sec.gov).*

#### **Consolidated review**

Our operating results for the seasonally slow first quarter were very strong. Consolidated revenue growth was 18% measured in local currencies (15% measured in the reporting currency).

During the first quarter of 2014, we completed three small business acquisitions, two in our Commercial Real Estate Services segment and one in our Residential Real Estate Services segment. During the past year, we also completed several other acquisitions in our Commercial Real Estate Services and Residential Real Estate Services divisions, which provided additional revenue growth for the first quarter of 2014. These acquisitions, which are in the process of being integrated into our operations, increase the geographic footprint of our existing service lines.

On April 18, 2014, we completed the sale of our REO rental operation. This operation is reported as a discontinued operation for all periods presented and was previously included in the Residential Real Estate Services segment.

#### **Results of operations - three months ended March 31, 2014**

Revenues for our first quarter were \$548.4 million, 18% higher than the comparable prior year quarter measured in local currencies. Internally generated revenues were up 12%, while recent acquisitions contributed 6% to revenue growth.

Adjusted EBITDA (see "Reconciliation of non-GAAP measures" below) for the first quarter was \$22.8 million versus \$10.4 million reported in the prior year quarter. Our Adjusted EBITDA margin was 4.2% of revenues versus 2.2% of revenues in the prior year quarter, primarily as a result of operating leverage from higher revenues in the Commercial Real Estate Services operations. The operating earnings for the quarter were \$5.4 million, versus a loss of \$4.5 million in the prior year period.

Depreciation and amortization expense totalled \$13.8 million for the quarter relative to \$13.5 million for the prior year quarter, with the increase related to amortization of intangible assets recognized in connection with recent business acquisitions.

Net interest expense was \$3.0 million versus \$5.2 million recorded in the prior year quarter. The average interest rate on debt during the quarter was 2.8%, relative to 4.8% in the prior year quarter. The decline in interest expense and rate was primarily attributable to the conversion of \$77.0 million in outstanding 6.5% convertible debentures into Subordinate Voting Shares in September 2013.

# STATEMENT OF FINANCIAL

## *Integrity*

The consolidated income tax rate for the quarter was 42% compared to 20% in the prior year quarter, relative to the statutory rate of 28% in both periods. The current and prior quarter tax rates were affected by the geographic mix of earnings and losses in the seasonally slow first quarter. The effective tax rate for the full year is expected to approximate 30%.

Net earnings from continuing operations for the quarter were \$1.8 million, versus a net loss from continuing operations of \$7.8 million in the prior year quarter. The improvement was driven by strong operating performance in the Commercial Real Estate Services segment.

The net loss from discontinued operations was \$0.7 million, attributable to the operating loss of the REO rental operation, relative to an operating loss of \$0.4 million in the prior year period which was attributable to the REO rental operation and Field Asset Services. Field Asset Services was sold on September 30, 2013. Revenue from discontinued operations for the first quarter of 2014 was \$3.2 million, versus \$24.9 million in the prior year period.

The non-controlling interest ("NCI") share of earnings was \$4.9 million for the first quarter, relative to \$0.4 million in the prior year period. In the prior year period, certain Commercial Real Estate Services operations with significant NCI reported operating losses, thereby resulting in a reduction in the consolidated NCI share of earnings. Such operating losses did not recur in the current quarter.

Our Commercial Real Estate Services segment generated \$302.8 million of revenues during the first quarter, an increase of 28% measured in local currencies (23% measured in the reporting currency). Internal revenue growth measured in local currencies was 18%, and was most significantly driven by increases in investment sales brokerage activity in the Americas and increases in leasing activity in Europe. Recent acquisitions contributed 10% revenue growth. Regionally and on a local currency basis, Americas revenues were up 24% (19% excluding acquisitions), Asia Pacific revenues were up 15% (13% excluding acquisitions) and Europe revenues were up 70% (20% excluding acquisitions). First quarter Adjusted EBITDA was \$16.2 million, versus \$2.6 million in the year-ago period. The improvement in EBITDA was impacted by operating leverage in the Americas and Europe, and the favorable impact of recently completed acquisitions.

The Residential Real Estate Services segment reported revenues of \$216.1 million for the first quarter, up 7% versus the prior year quarter. Excluding the impact of recently completed acquisitions, revenues were up 6%. Internal revenue growth resulted from strong property management contract wins, offset by declines in ancillary property resale processing and swimming pool repair revenues due to harsh winter weather conditions. Adjusted EBITDA was \$8.3 million relative to \$10.6 million in the prior year quarter. The current period's results were impacted by budgeted and expected investments in technology and shared services infrastructure to support the new "FirstService Residential" brand, as well as the impact of the decline in higher-margin ancillary revenues noted above.

Revenues from Property Services in the seasonally slow first quarter were \$29.5 million, up 11% relative to the prior year period measured in local currencies (10% measured in the reporting currency), as a result of higher system-wide sales at several of our franchised brands as well as strong corporate store revenues at our California Closets operations. Adjusted EBITDA for the quarter was \$0.8 million, versus a loss of \$0.2 million in the prior year period, and was attributable to operating leverage.

Corporate costs were \$2.6 million for the quarter, unchanged from \$2.6 million in the prior year period.

# STATEMENT OF FINANCIAL

## Integrity

### Quarterly results

(in thousands of US dollars, except per share amounts) (unaudited)

Quarter	Q1	Q2	Q3	Q4
<b>YEAR ENDING DECEMBER 31, 2014</b>				
Revenues	\$ 548,431			
Operating earnings	5,375			
Diluted net earnings (loss) per share:				
Continuing operations	(0.14)			
Discontinued operations	(0.02)			
	<u>(0.16)</u>			
<b>YEAR ENDED DECEMBER 31, 2013</b>				
Revenues	\$ 476,395	\$ 579,315	\$ 606,221	\$ 695,138
Operating earnings (loss)	(4,501)	11,384	34,338	49,013
Diluted net earnings (loss) per share:				
Continuing operations	(0.53)	(0.21)	0.10	0.12
Discontinued operations	(0.02)	-	(0.07)	(0.09)
	<u>(0.55)</u>	<u>(0.21)</u>	<u>0.03</u>	<u>0.03</u>
<b>YEAR ENDED DECEMBER 31, 2012</b>				
Revenues	\$ 422,719	\$ 532,638	\$ 550,990	\$ 604,119
Operating earnings	(12,965)	25,120	32,363	35,830
Diluted net earnings (loss) per share:				
Continuing operations	(0.62)	0.27	0.02	0.24
Discontinued operations	0.08	-	(0.02)	(0.10)
	<u>(0.54)</u>	<u>0.27</u>	<u>-</u>	<u>0.14</u>
<b>OTHER DATA</b>				
Adjusted EBITDA - 2014	\$ 22,766			
Adjusted EBITDA - 2013	10,448	\$ 45,732	\$ 56,005	\$ 73,277
Adjusted EBITDA - 2012	5,983	40,107	48,828	57,345
Adjusted EPS - 2014	0.09			
Adjusted EPS - 2013	(0.20)	0.58	0.70	0.97
Adjusted EPS - 2012	(0.18)	0.44	0.61	0.77

### Seasonality and quarterly fluctuations

Certain segments of the Company's operations are subject to seasonal variations. The seasonality of the service lines noted below results in variations in quarterly revenues and operating margins. Variations can also be caused by acquisitions or dispositions, which alter the consolidated service mix.

The Commercial Real Estate segment generates peak revenues and earnings in the month of December followed by a low in January and February as a result of the timing of closings on commercial real estate brokerage transactions. Revenues and earnings during the balance of the year are relatively even. These brokerage operations comprise approximately 35% of annual consolidated revenues.

### Reconciliation of non-GAAP measures

In this MD&A, we make reference to "Adjusted EBITDA" and "Adjusted EPS", which are financial measures that are not calculated in accordance with GAAP.



# STATEMENT OF FINANCIAL

## *Integrity*

Adjusted EBITDA is defined as net earnings (loss) from continuing operations, adjusted to exclude: (i) income tax; (ii) other (income) expense; (iii) interest expense; (iv) depreciation and amortization; (v) acquisition-related items; and (vi) stock-based compensation expense. The Company uses Adjusted EBITDA to evaluate its own operating performance, its ability to service debt, and as an integral part of its planning and reporting systems. Additionally, this measure is used in conjunction with discounted cash flow models to determine the Company's overall enterprise valuation and to evaluate acquisition targets. Adjusted EBITDA is presented as a supplemental measure because the Company believes such a measure is useful to investors as a reasonable indicator of operating performance, due to the low capital intensity of the Company's service operations. The Company believes this measure is a financial metric used by many investors to compare companies, especially in the services industry. This measure is not a recognized measure of financial performance under GAAP in the United States, and should not be considered as a substitute for operating earnings, net earnings or cash flow from operating activities, as determined in accordance with GAAP. The Company's method of calculating Adjusted EBITDA may differ from other issuers and accordingly, this measure may not be comparable to measures used by other issuers. A reconciliation of net earnings (loss) from continuing operations to Adjusted EBITDA appears below.

(in thousands of US dollars)	Three months ended	
	March 31	
	2014	2013
Net earnings (loss) from continuing operations	\$ 1,762	\$ (7,770)
Income tax	1,280	(1,719)
Other (income) expense	(641)	(178)
Interest expense, net	2,974	5,166
Operating earnings (loss)	5,375	(4,501)
Depreciation and amortization	13,805	12,558
Acquisition-related items	45	2,206
Stock-based compensation expense	3,541	185
Adjusted EBITDA	\$ 22,766	\$ 10,448

Adjusted EPS is defined as diluted net earnings (loss) per share from continuing operations, adjusted for the effect, after income tax, of: (i) the non-controlling interest redemption increment; (ii) acquisition-related items; (iii) amortization expense related to intangible assets recognized in connection with acquisitions and (iv) stock-based compensation expense. The Company believes this measure is useful to investors because it provides a supplemental way to understand the underlying operating performance of the Company and enhances the comparability of operating results from period to period. Adjusted EPS is not a recognized measure of financial performance under GAAP, and should not be considered as a substitute for diluted net earnings per share from continuing operations, as determined in accordance with GAAP. The Company's method of calculating this non-GAAP measure may differ from other issuers and, accordingly, this measure may not be comparable to measures used by other issuers. A reconciliation of net earnings (loss) attributable to common shareholders to adjusted net earnings (loss) and of diluted net earnings (loss) per share from continuing operations to Adjusted EPS appears below.

# STATEMENT OF FINANCIAL

## *Integrity*

(in thousands of US dollars)	Three months ended	
	March 31	
	2014	2013
Net earnings (loss) attributable to common shareholders	\$ (5,881)	\$ (16,527)
Non-controlling interest redemption increment	2,014	5,580
Company share of net loss from discontinued operations, net of tax	718	449
Acquisition-related items	45	2,206
Amortization of intangible assets	4,917	4,267
Stock-based compensation expense	3,541	185
Income tax on adjustments	(1,974)	(1,918)
Non-controlling interest on adjustments	(272)	(101)
Adjusted net earnings (loss)	\$ 3,108	\$ (5,859)

(in US dollars)	Three months ended	
	March 31	
	2014	2013
Diluted net earnings (loss) per common share from continuing operations	\$ (0.14)	\$ (0.53)
Non-controlling interest redemption increment	0.06	0.18
Acquisition-related items	-	0.07
Amortization of intangible assets, net of tax	0.09	0.08
Stock-based compensation expense, net of tax	0.08	-
Adjusted EPS	\$ 0.09	\$ (0.20)

We believe that the presentation of Adjusted EBITDA and Adjusted EPS, which are non-GAAP financial measures, provides important supplemental information to management and investors regarding financial and business trends relating to the Company's financial condition and results of operations. We use these non-GAAP financial measures when evaluating operating performance because we believe that the inclusion or exclusion of the items described above, for which the amounts are non-cash or non-recurring in nature, provides a supplemental measure of our operating results that facilitates comparability of our operating performance from period to period, against our business model objectives, and against other companies in our industry. We have chosen to provide this information to investors so they can analyze our operating results in the same way that management does and use this information in their assessment of our core business and the valuation of the Company. Adjusted EBITDA and Adjusted EPS are not calculated in accordance with GAAP, and should be considered supplemental to, and not as a substitute for, or superior to, financial measures calculated in accordance with GAAP. Non-GAAP financial measures have limitations in that they do not reflect all of the costs or benefits associated with the operations of our business as determined in accordance with GAAP. As a result, investors should not consider these measures in isolation or as a substitute for analysis of our results as reported under GAAP.

### Liquidity and capital resources

During the three month period ended March 31, 2014, \$86.9 million of cash was used in operating activities, primarily on account of changes in working capital. Excluding contingent acquisition consideration paid, the cash used in operating activities was \$66.9 million. In the comparable prior year period, cash used was \$66.8 million. The net cash usage in both years is attributable to Commercial Real Estate Services brokerage transactions, which reach a seasonal revenue peak in December and are followed up with commission and incentive compensation payouts in the first quarter. In the second, third and fourth quarters of 2014, we expect positive cash flow from operating activities. We believe that cash from operations and other existing resources will continue to be adequate to satisfy the ongoing working capital needs of the Company.

For the three months ended March 31, 2014, capital expenditures were \$7.7 million. Significant purchases included information technology systems in the Residential Real Estate Services segment. Based on our current operations, capital expenditures for the year ending December 31, 2014 are expected to be approximately \$50 million.

# STATEMENT OF FINANCIAL

## *Integrity*

Net indebtedness as at March 31, 2014 was \$366.1 million, versus \$230.1 million at December 31, 2013. Net indebtedness is calculated as the current and non-current portion of long-term debt less cash and cash equivalents. The change in indebtedness resulted primarily from operating cash outflows, purchases of fixed assets, and business acquisitions. We are in compliance with the covenants within our financing agreements as at March 31, 2014 and, based on our outlook for the balance of the year, we expect to remain in compliance with these covenants. We had \$54.5 million of available un-drawn credit as of March 31, 2014, and a further \$100 million available under an accordion provision within our revolving credit facility, subject to lender approval.

In relation to acquisitions completed during the past three years, we have outstanding contingent consideration totalling \$23.2 million as at March 31, 2014 (\$12.6 million as at December 31, 2013) assuming all contingencies are satisfied and payment is due in full. Such payments, if any, are due during the period extending to December 2018. The contingent consideration liability is recognized at fair value upon acquisition and is re-measured each quarter, unless it contains an element of compensation, in which case such element is treated as compensation expense over the contingency period. The contingent consideration is based on achieving specified earnings levels, and is paid or payable at the end of the contingency period. We estimate that, based on current operating results, approximately 85% of the contingent consideration outstanding as of March 31, 2014 will ultimately be paid. During the three months ended March 31, 2014, \$25.6 million of contingent consideration was paid, \$20.1 million of which was classified as an operating activity (2013 - nil).

The following table summarizes our contractual obligations as at March 31, 2014:

Contractual obligations (in thousands of US dollars)	Payments due by period				
	Total	Less than			After 5 years
		1 year	1-3 years	4-5 years	
Long-term debt	\$ 483,093	\$ 38,080	\$ 36,266	\$ 260,555	\$ 148,192
Interest on long-term debt	50,780	11,333	20,466	12,831	6,150
Capital lease obligations	2,416	1,196	1,101	119	-
Contingent acquisition consideration	13,299	6,197	7,102	-	-
Operating leases	306,855	66,011	99,445	61,585	79,814
<b>Total contractual obligations</b>	<b>\$ 856,443</b>	<b>\$ 122,817</b>	<b>\$ 164,380</b>	<b>\$ 335,090</b>	<b>\$ 234,156</b>

At March 31, 2014, we had commercial commitments totaling \$7.7 million comprised of letters of credit outstanding due to expire within one year. We are required to make semi-annual payments of interest on our senior notes at a weighted average interest rate of 4.5%.

### Redeemable non-controlling interests

In most operations where managers, employees or brokers are also minority owners, the Company is party to shareholders' agreements. These agreements allow us to "call" the minority position at a value determined with the use of a formula price, which is in most cases equal to a multiple of trailing two-year average earnings, less debt. Minority owners may also "put" their interest to the Company at the same price, with certain limitations including (i) the inability to "put" more than 50% of their holdings in any twelve-month period and (ii) the inability to "put" any holdings for at least one year after the date of our initial acquisition of the business or the date the minority shareholder acquired the stock, as the case may be. The total value of the minority shareholders' interests (the "redemption amount"), as calculated in accordance with shareholders' agreements, was as follows.

# STATEMENT OF FINANCIAL

## *Integrity*

(in thousands of US dollars)	<u>March 31</u> <u>2014</u>	<u>December 31</u> <u>2013</u>
Commercial Real Estate Services	\$ 134,737	\$ 135,515
Residential Real Estate Services	55,722	64,312
Property Services	<u>16,485</u>	<u>15,920</u>
	<u>\$ 206,944</u>	<u>\$ 215,747</u>

The amount recorded on our balance sheet under the caption “redeemable non-controlling interests” is the greater of: (i) the redemption amount (as above) or (ii) the amount initially recorded as RNCI at the date of inception of the minority equity position. As at March 31, 2014, the RNCI recorded on the balance sheet was \$213.1 million. The purchase prices of the RNCI may be paid in cash or in Subordinate Voting Shares, at the option of FirstService. If all RNCI were redeemed in cash, the pro forma estimated accretion to diluted net earnings per share from continuing operations for the first quarter of 2014 would be \$0.15 and the accretion to Adjusted EPS would be \$0.09.

#### Off-balance sheet arrangements

We do not have any material off-balance sheet arrangements other than those disclosed in notes 14 and 20 to the December 31, 2013 audited consolidated financial statements.

#### Critical accounting policies and estimates

The preparation of consolidated financial statements requires management to make estimates and assumptions with respect to the reported amounts of assets, liabilities, revenues and expenses and the disclosure of contingent assets and liabilities. These estimates and assumptions are based upon management’s historical experience and are believed by management to be reasonable under the circumstances. Such estimates and assumptions are evaluated on an ongoing basis and form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results could differ significantly from these estimates. Our critical accounting policies and estimates have been reviewed and discussed with our Audit Committee. There have been no material changes to our critical accounting policies and estimates from those disclosed in the Company’s MD&A for the year ended December 31, 2013.

#### Recently adopted accounting standards

In July 2013, the FASB issued updated guidance on the presentation of unrecognized tax benefits (ASU 2013-11). This update provides explicit guidance on the financial statement presentation of an unrecognized tax benefit when a net operating loss carry-forward, a similar tax loss, or a tax credit carry-forward exists. The updated guidance is expected to reduce diversity in practice by providing guidance on the presentation of unrecognized tax benefits and will better reflect the manner in which an entity would settle at the reporting date any additional income taxes that would result from the disallowance of a tax position when net operating loss carry-forwards, similar tax losses, or tax credit carry-forwards exist. The amendments in this update were applied prospectively to all unrecognized tax benefits that existed at the effective date, which for the Company was January 1, 2014. The adoption of this guidance did not have a material impact on the Company’s results of operations, financial position or disclosure.

#### Impact of IFRS

On January 1, 2011, many Canadian companies were required to adopt International Financial Reporting Standards (“IFRS”). In 2004, in accordance with the rules of the CSA, the Company elected to report exclusively using U.S. GAAP. Under the rules of the CSA, the Company is permitted to continue preparing its financial statements in accordance with U.S. GAAP and, as a result, did not adopt IFRS on January 1, 2011.

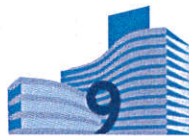
#### Financial instruments

We use financial instruments as part of our strategy to manage the risk associated with interest rates and currency exchange rates from time to time. We do not use financial instruments for trading or speculative purposes. As of the date of this MD&A, we have two interest rate swaps in place to exchange the fixed interest rate on two issues of Senior Notes for a floating rate.

## SECTION II

# QUALIFYING EXPERIENCE

## Firm



Offices in  
GLA Region



GLA  
Employee Count



GLA Recruit Percentage  
(Over Past 12 Months)



GLA Square Foot  
Under Management



GLA  
Total Consideration



GLA # Total Transaction  
2011-2012

Colliers International in the Greater Los Angeles area combines local flexibility with global reach to deliver the best experience in the Los Angeles and Orange County regions. Our commercial real estate professionals have unmatched local expertise, met with a keen insight for market demands, to provide customized strategies to meet and exceed our clients' expectations.

We focus on providing a wide range of services to real estate users, owners and investors in Los Angeles County, Orange County and the surrounding areas. Our dedication to the southern California market and community form the core of who we are. Our clients have come to rely upon our intimate knowledge of the region and countless years of experience to accelerate their success.

### GREATER LOS ANGELES SERVICE LINES

Our comprehensive portfolio of services includes:

- > Brokerage Landlord Representation
- > Brokerage Tenant Representation
- > Corporate Solutions
- > Investment Services
- > Project Management
- > Property Marketing
- > Real Estate Management Services
- > Valuation and Advisory Services
- > Research Services

\* Together, Colliers International and FirstService manage 2.55 billion square feet of property - second-largest in the world.

[www.colliers.com/greaterlosangeles](http://www.colliers.com/greaterlosangeles)



**FOUNDING GLOBAL PARTNER**

**WORLD GREEN BUILDING COUNCIL**

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**Member of World Economic Forum**

**2012**  
The Global Outsourcing  
**100**  
IAOP

**Named Top 100 service provider more times than any other real estate firm**

**EXECUTIVE**

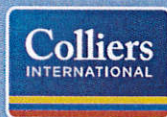
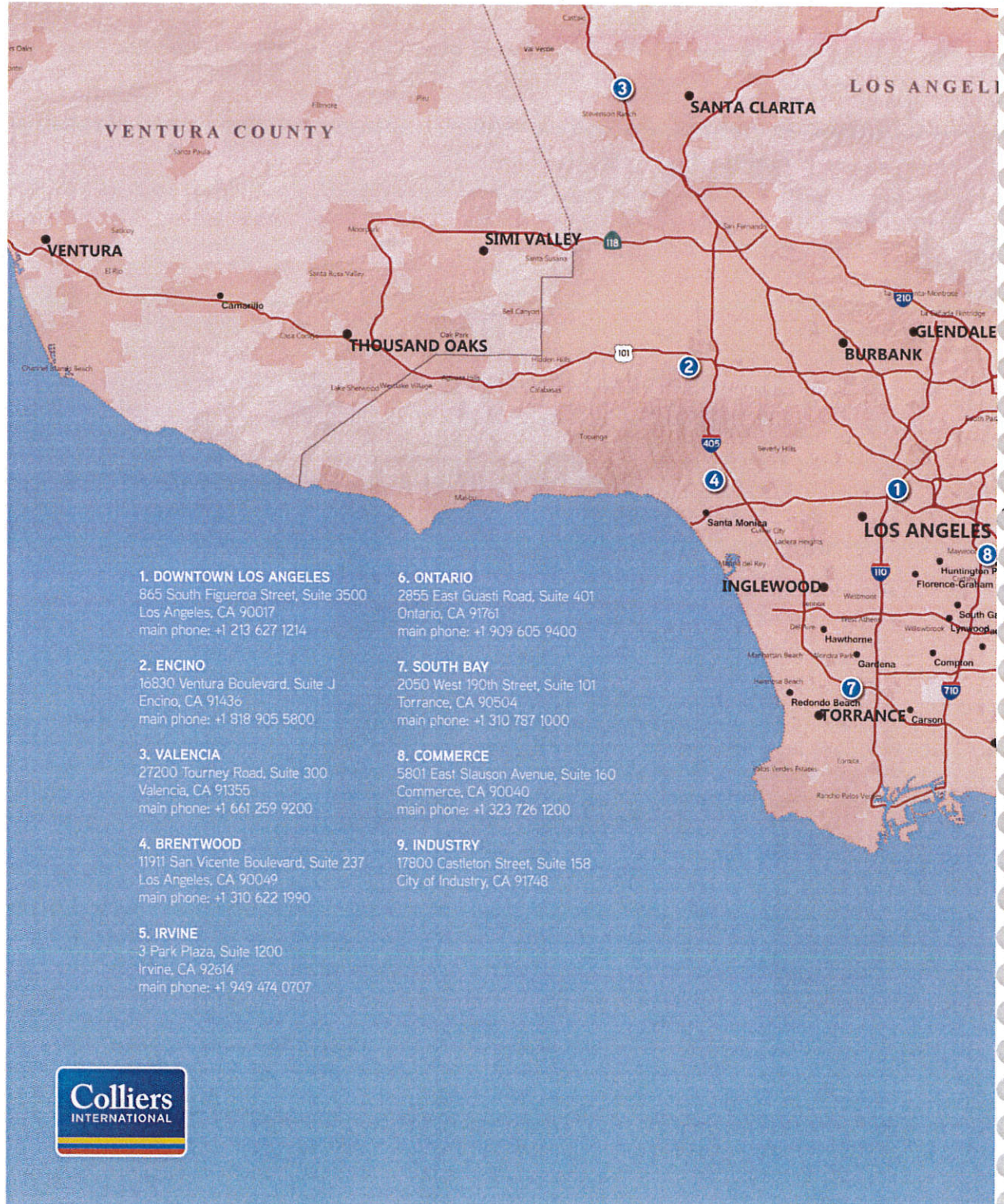
**Ranked #1 real estate company**

**THE Lipsey COMPANY**

**The second-most recognized commercial real estate brand**

# QUALIFYING EXPERIENCE

## Map







# QUALIFYING EXPERIENCE

*Firm*

## Qualifications and References

The following responses correspond with Section II C of RFP

1. Colliers International is licensed in the State of California and operating continuously since 1968, as evidenced by the Bureau of Real Estate license number 00000008 (#8). Recently Colliers shifted to another License # 01908231 due to their entity name change.
2. Colliers International (Through predecessor The Seeley Company) has maintained several offices in Los Angeles County continuously since 1907. The Encino office has been in continuous operation (in previous locations) since 1985. Colliers has been involved in transactions in the San Fernando market since 1907. These transactions were handled from the downtown Los Angeles office prior to 1985. Colliers has handled over 100 commercial lease and sale transactions in the City of San Fernando from the local office since 1985.
3. Brent Weirick will serve as the lead Broker for this contract. Brent has 27 years of experience transaction in the City of San Fernando, and in the San Fernando Valley industrial marketplace. Brent has consistently been a top producer in this market during his tenure. Brent has completed sales and leases in the area of over 500,000 SF in CY 2014 alone, including the Costco in Warner Center and 2 separate transactions over 100k SF each on Foothill Blvd.
4. Brent Weirick has 27 years of experience as a commercial real estate broker in the San Fernando Valley. Gian Starita has 16 years of experience as a commercial real estate broker, and five (5) of those are in the San Fernando market.
5. The contract for services will stipulate that Brent Weirick and Gian Starita will service this contract. The City will be notified of any proposed changes to the Team for this project, and shall have the option to terminate the Contract immediately upon removal of either Brent Weirick or Gian Starita.

# QUALIFYING EXPERIENCE

## *Firm - License*

### STATE OF CALIFORNIA BUREAU OF REAL ESTATE

The license information shown below represents public information taken from the Bureau of Real Estate's database at the time of your inquiry. It will not reflect pending changes which are being reviewed for subsequent database updating. Also, the license information provided includes formal administrative actions that have been taken against licensees pursuant to the Business and Professions Code and/or the Administrative Procedure Act. All of the information displayed is public information. Although the business and mailing addresses of real estate licensees are included, this information is not intended for mass mailing purposes.

License information taken from records of the Bureau of Real Estate on 5/8/2014 3:57:21 PM

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**License Type:** CORPORATION

**Name:** Colliers Seeley International Inc

**Mailing Address:** 865 SO FIGUEROA ST STE 3500  
LOS ANGELES, CA 90017

**License ID:** 00000008

**Expiration Date:** 11/13/15

**License Status:** LICENSED

**Corporation License Issued:** 12/23/68 (Unofficial -- taken from secondary records)

**Former Name(s):** The Seeley Company

**Main Office:** 865 SO FIGUEROA ST STE 3500  
LOS ANGELES, CA 90017

**Licensed Officer(s):** DESIGNATED OFFICER  
[00918958](#) - Expiration Date: 11/13/15  
Degrinis, John R

[01137985](#) - Expiration Date: 10/26/15  
Hollingsworth, John Thomas

[00482659](#) - Expiration Date: 01/20/11  
Davis, Ira Richard  
OFFICER LICENSE EXPIRED AS OF 01/21/11

[00999451](#) - Expiration Date: 11/13/11  
DuMont, Christopher Robert  
OFFICER LICENSE EXPIRED AS OF 11/14/11

[00624285](#) - Expiration Date: 01/20/11  
Gazzolo, Carla  
OFFICER LICENSE EXPIRED AS OF 01/21/11

[00000004](#) - Expiration Date: 12/04/92  
Green, Max Lynn Jr  
OFFICER LICENSE EXPIRED AS OF 12/05/92

# QUALIFYING EXPERIENCE

## *Firm - License*

[00403969](#) - Expiration Date: 11/13/02  
Haskell, Jay D  
OFFICER LICENSE EXPIRED AS OF 11/14/02

[00374023](#) - Expiration Date: 01/10/86  
Higgs, William Theodore  
OFFICER LICENSE EXPIRED AS OF 01/10/86

[00467691](#) - Expiration Date: 11/13/06  
Renwick, William Bruce Jr  
OFFICER LICENSE EXPIRED AS OF 11/14/06

### DBA

Colliers International  
ACTIVE AS OF 03/17/2006

Colliers Seeley  
ACTIVE AS OF 05/25/2005

Colliers Seeley International  
ACTIVE AS OF 05/25/2005

Commercial Real Estate Finance  
ACTIVE AS OF 03/17/2006

CREF  
ACTIVE AS OF 03/17/2006

### Branches:

16830 VENTURA BLVD STE S  
ENCINO, CA 91436

15345 BONANZA RD STE B  
VICTORVILLE, CA 92392

11911 SAN VICENTE BLVD STE 237  
LOS ANGELES, CA 90049

17800 CASTLETON STE 158  
CITY OF INDUSTRY, CA 91748

5801 E SLAUSON AVE STE 160  
COMMERCE, CA 90040

3 PARK PLAZA STE 1200  
IRVINE, CA 92614

2050 WEST 190TH ST STE 101  
TORRANCE, CA 90504

2121 AVENUE OF THE STARS STE 950  
LOS ANGELES, CA 90067

27200 TOURNEY RD STE 300

# QUALIFYING EXPERIENCE

## *Firm - License*

VALENCIA, CA 91355

2855 E GUASTI RD STE 401  
ONTARIO, CA 91761

**Comment:**

NO DISCIPLINARY ACTION

NO OTHER PUBLIC COMMENTS

# QUALIFYING EXPERIENCE

## *Firm - License*

### STATE OF CALIFORNIA BUREAU OF REAL ESTATE

The license information shown below represents public information taken from the Bureau of Real Estate's database at the time of your inquiry. It will not reflect pending changes which are being reviewed for subsequent database updating. Also, the license information provided includes formal administrative actions that have been taken against licensees pursuant to the Business and Professions Code and/or the Administrative Procedure Act. All of the information displayed is public information. Although the business and mailing addresses of real estate licensees are included, this information is not intended for mass mailing purposes.

License information taken from records of the Bureau of Real Estate on 5/8/2014 3:44:06 PM

<b>License Type:</b>	CORPORATION
<b>Name:</b>	Colliers International Greater Los Angeles, Inc.
<b>Mailing Address:</b>	865 FIGUEROA ST STE 3500 LOS ANGELES, CA 90017 (Above address is marked unreliable in DRE database)
<b>License ID:</b>	01908231
<b>Expiration Date:</b>	12/08/15
<b><u>License Status:</u></b>	LICENSED
<b>Corporation License Issued:</b>	12/09/11
<b>Former Name(s):</b>	NO FORMER NAMES
<b>Main Office:</b>	865 FIGUEROA ST STE 3500 LOS ANGELES, CA 90017
<b>Licensed Officer(s):</b>	DESIGNATED OFFICER <a href="#">00918958</a> - Expiration Date: 12/08/15 Degrinis, John R
<b>DBA</b>	NO CURRENT DBAS
<b>Branches:</b>	11911 SAN VICENTE BLVD STE 237 LOS ANGELES, CA 90049  16830 VENTURA BLVD STE J ENCINO, CA 91436  2050 W 190TH ST STE 101 TORRANCE, CA 90504  27200 TOURNEY RD STE 300 VALENCIA, CA 91355  2855 E GUASTI RD STE 401 ONTARIO, CA 91761

# QUALIFYING EXPERIENCE

## *Firm - License*

3 PARK PLAZA STE 1200  
IRVINE, CA 92614

5801 E SLAUSON AVE STE 160  
LOS ANGELES, CA 90040

**Salespersons:**

There are currently 134 Salespersons affiliated with this Broker/Corporation.

[RETRIEVE SALESPERSON LIST](#)

**Comment:**

NO DISCIPLINARY ACTION

NO OTHER PUBLIC COMMENTS

# QUALIFYING EXPERIENCE

## Professional



### Brenton Weirick

EXECUTIVE VICE PRESIDENT



[Brent.Weirick@colliers.com](mailto:Brent.Weirick@colliers.com)

#### EDUCATION AND QUALIFICATIONS

BA, History & Real Estate Finance- University of Tulsa

#### AFFILIATIONS AND MEMBERSHIPS

American Industrial Real Estate Association(AIR)

Big Brothers of Greater Los Angeles

Saddle and Sirloin Club

#### CONTACT DETAILS

MOB +1 818 389 3003  
DIR +1 818 325 4104  
FAX +1 818 325 4004

Colliers International  
16830 Ventura Blvd.  
Suite J  
Encino, CA 91436  
[www.colliers.com](http://www.colliers.com)

#### AREA OF EXPERTISE

Brent has been associated with Colliers International for the past 26 years, starting in 1987 when he was awarded "Rookie of the Year" for achieving the highest dollar volume of business for a first-year commissioned salesperson. He is a shareholder in the company and holds the title of Senior Vice President. Over the previous fourteen years Brent has been ranked either first or second in the North Los Angeles region. Brent consistently receives recognition in the Colliers International "Circle of Excellence" and "President's Circle" awards for outstanding transactions. Brent is currently ranked 3<sup>rd</sup> in Colliers Southern California and 18<sup>th</sup> Nationally.

#### PROFESSIONAL ACCOMPLISHMENTS

- Ranked 3<sup>rd</sup> by San Fernando Valley Business Journal in transaction value in the North Los Angeles County in 2007.
- Colliers International President Circle or Circle of Excellence in sales production and transaction value from 1996 to 2012.
- Brokered largest commercial land transactions in North Los Angeles/Ventura Countries in 1998, 2001, 2003, 2006 and 2008.

#### BUSINESS AND EDUCATIONAL BACKGROUND

In recent years, Brent has been the most active San Fernando Valley Broker in the conversion of large industrial properties to retail, with transactions completed with Costco, Living Spaces, CarMax, Zelman Development and Robertson Properties. A list of clients Brent has represented includes Lockheed Corporation, Allied Signal, Allied Republic Waste, Waste Management, Voit Development Company, Blackstone, Coca Cola Enterprises, Coach USA, Bank of America and Hertz Equipment Rental Corporation.

#### COMMUNITY INVOLVEMENT

Brent is a member of the American Industrial Real Estate Association and has been an active member of Big Brothers of Greater Los Angeles for the past 18 years. He received Colliers International's Max L. Green award in 1994 and 1997 for outstanding community service and is the only individual within the company to have received the award twice.

#### PERSONAL

Brent lives in La Canada Flintridge with his wife Deborah and two children, Jack (13) and Emily (11).

# QUALIFYING EXPERIENCE

## *Professional - License*

### STATE OF CALIFORNIA BUREAU OF REAL ESTATE

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License information taken from records of the Bureau of Real Estate on 5/8/2014 3:52:48 PM

<b>License Type:</b>	BROKER
<b>Name:</b>	Weirick, Brenton Carver
<b>Mailing Address:</b>	1406 EL VAGO ST LA CANADA, CA 91011
<b>License ID:</b>	00954803
<b>Expiration Date:</b>	07/20/16
<b><u>License Status:</u></b>	LICENSED
<b><u>Salesperson License Issued:</u></b>	06/04/87 (Unofficial -- taken from secondary records)
<b><u>Broker License Issued:</u></b>	07/21/04
<b>Former Name(s):</b>	NO FORMER NAMES
<b>Main Office:</b>	16830 VENTURA BLVD STE J ENCINO, CA 91436
<b>DBA</b>	NO CURRENT DBAS
<b>Branches:</b>	NO CURRENT BRANCHES
<b>Affiliated Licensed Corporation(s):</b>	<a href="#">01451188</a> - Officer Expiration Date: 11/12/12 B D Weirick Inc OFFICER LICENSE EXPIRED AS OF 11/13/12
<b><u>Comment:</u></b>	NO DISCIPLINARY ACTION  NO OTHER PUBLIC COMMENTS



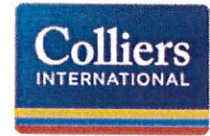
# QUALIFYING EXPERIENCE

## *Professional*



### Gian Starita

VICE PRESIDENT



[gian.starita@colliers.com](mailto:gian.starita@colliers.com)

#### EDUCATION AND QUALIFICATIONS

BS/ BA Finance Boston University, graduated with honors - National Merit Scholar

Frequent guest speaker at Boston University School of Management

#### CONTACT DETAILS

Dir +1 818 325 4105

Colliers International  
16830 Ventura Blvd. Suite J,  
Encino, CA  
[www.colliers.com](http://www.colliers.com)

#### AREA OF EXPERTISE

Gian Starita has joined the Colliers International Encino office as Vice President. Gian provides local and multimarket support to space users. His clients benefit from measurable improvements on operating expenses and contract flexibility. Gian is known for developing strategies based upon a strong financial background, understanding the goals of various stakeholders, and for possessing a strong work ethic. Gian takes a strict no-conflict approach to his representation.

#### PROFESSIONAL ACCOMPLISHMENTS

His achievements have been recognized by NAI Hunneman who presented him with a Rising Star Award in 2001. At Lincoln Property Company he was presented a Broker of the Year Award in 2007; Deal of the Year in 2007 and 2008, plus he received a CoStar Power Broker Award in 2005.

#### PRIOR EXPERIENCE

Prior to joining Colliers Gian was a Vice President in the UGL Services West Los Angeles office. Gian has 16 years of experience in commercial real estate, 11 of those years were spent working in the Boston market. Gian has used his finance background and problem solving skills to advise clients with complex real estate and business issues. The practical solutions that he has assisted his clients to achieve include: obtaining municipal incentives, securing unique financing commitments, negotiating equity participation, as well as other value-adds as part of his service delivery. His experience in capital markets coupled with his finance background allow him to analyze a situation from all sides of a negotiation, resulting in superior results.

#### RESPRESENTATIVE CLIENTS AND PROJECTS

- New Balance Athletic Shoe
- Senior Whole Health
- Strictly by the Book
- Princeton Review
- QIAGEN
- Bank of America

# QUALIFYING EXPERIENCE

## *Professional - License*

### STATE OF CALIFORNIA BUREAU OF REAL ESTATE

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License information taken from records of the Bureau of Real Estate on 5/8/2014 3:53:24 PM

**License Type:** SALESPERSON

**Name:** Starita, Gianpaolo

**Mailing Address:** 4365 MAMMOTH  
APT 206  
SHERMAN OAKS, CA 91423

**License ID:** 01864047

**Expiration Date:** 03/24/18

**License Status:** LICENSED

**Salesperson License Issued:** 03/25/10

**Former Name(s):** NO FORMER NAMES

**Employing Broker:** License ID: [01908231](#)  
Colliers International Greater Los Angeles, Inc.  
865 FIGUEROA ST STE 3500  
LOS ANGELES, CA 90017

**Comment:** NO DISCIPLINARY ACTION  
NO OTHER PUBLIC COMMENTS

# QUALIFYING EXPERIENCE

## *Professional - License*

**Mass.***Gov*

### LICENSEE

**Name:** GIANPAOLO STARITA  
SHERMAN OAKS, CA

[NEW SEARCH](#)

**Licensing Board:** [REAL ESTATE SALES & BROKERS](#)

**License Type:** SALESPERSON

**License Number:** 9025854

**Status:** [CURRENT](#)

**Expiration Date:** 8/20/2014

**Issue Date:** 4/9/1998

**Exam Date:** 4/9/1998

**School:** LEE INSTITUTE

This web site displays disciplinary actions dating back to 1993.  
**This license has had no disciplinary actions taken during this time.**

# QUALIFYING EXPERIENCE

## *Firm*

### Company/ Firm Information

Colliers International is a subsidiary of FirstService Corporation, a publicly traded company (NASDAQ: FSRV) with a market Capitalization of \$1.75 Billion. Enclosed, you will see an overview of FirstService Corporation as well as Colliers International. Also, we have included information on the Greater Los Angeles (GLA) region for greater detail. Specific Questions are answered below:

Organizational Chart: Included (Page 6)

Statements on Financial Integrity: FirstService Corporation is a publicly traded firm with Market Capitalization of \$1.75 Billion. The most recent financial data (March 31, 2014) is also included for your reference. (Pages 7-24)

Location of offices within Los Angeles County (Map Enclosed): (Page 26-27)

Number of Licensed brokers and Agents/ Salespersons employed by company in this region: Given the size of the company, there is some fluxuation in this number. Currently there are 225 employees (163 licensed real estate providers) in the GLA region, in 9 offices. (Page 25)

**Litigation:** The Encino office of Colliers International has no outstanding litigation in which the firm or any professionals (including proposes team) are a named party. (Page 51)

# TEAM TRANSACTION

## *Transactions*



Please note that Colliers International of Greater Los Angeles, Inc. dba Colliers International, just in this region, has over 1,800 transactions per year. The following list of transactions is just from Brent Weirick and Gian Starita.



Property #1	12458 Gladstone Ave.	Property #23	637 4th Street
Property #2	12460 Gladstone Ave.	Property #24	415-425 Park Ave.
Property #3	12300 Gladstone Ave.	Property #25	430 Park Ave.
Property #4	12741 Foothill Blvd.	Property #26	425-455 N Fox St.
Property #5	12751 Foothill Blvd.	Property #27	340 Parkside St.
Property #6	12767 Foothill Blvd.	Property #28	11541 Bradley Street
Property #7	12777 Foothill Blvd.	Property #29	11233 San Fernando Rd.
Property #8	12801 Foothill Blvd.	Property #30	13500 Paxton St.
Property #9	12823 Foothill Blvd.	Property #31	1647 Truman St.
Property #10	12800 Foothill Blvd.	Property #32	1621 1st Street
Property #11	12776 Foothill Blvd.	Property #33	2021 1st Street
Property #12	12760 Foothill Blvd.	Property #34	11001 Sutter Ave.
Property #13	605 8th Street	Property #35	836 Arroyo Ave.
Property #14	San Fernando Swap Meet	Property #36	1817 First St.
Property #15	640 Glenoaks Blvd.	Property #37	459 Park Ave
Property #16	707 Jessie Street	Property #38	12360 Foothill Blvd.
Property #17	701 Jessie Street	Property #39	1345 San Fernando Rd.
Property #18	711 Jessie Street	Property #40	12500 Foothill Blvd.
Property #19	601 5th Street	Property #41	13600-13618 Vaughn St.
Property #20	615 5th Street	Property #42	12087 Lopez Canyon Blvd.
Property #21	503 Jessie Street	Property #43	12450 Foothill Blvd.
Property #22	429 Jessie Street	Property #44	1175 Aviation Pl.

# TEAM TRANSACTION

## List - Lease

Property	Space Leased Rent/SqFt	Free Rent Term	Trans. Date Occ. Date	Type/Class Subtype	Office SqFt TI Allow	Lessee Rent Adjustments	
1. 9342 GLENOAKS BLVD SUN VALLEY, CA	1,700 \$0.85 NNN	0 24 mos	03/18/10 04/01/10	Ind/C Light	500 None	Wired World	Updated: 4/27/2010 #494635
2. 7625 HAYVENHURST AVE #UNIT 1 VAN NUYS, CA	1,972 \$0.79 G	1 mo 25 mos	09/14/11 10/01/11	Ind	500	Prime Aire, Inc. 3% annual	Updated: 10/27/2011 #613853
3. 7625 HAYVENHURST AVE #UNIT 1 VAN NUYS, CA	1,972 \$0.94 GR	12 mos 37 mos	09/26/13 11/01/13	Ind/C Dist	500 As-is	Prime Aire Inc 3% Annual Escalations	Updated: 10/17/2013 #678102
4. 9931 SAN FERNANDO RD #UNIT 1 & 2 PACOIMA, CA	2,000 \$1.35 GRS		05/30/08	Ind	200		Updated: 2/10/2009 #436846
5. 11858 GLENOAKS BLVD #B SAN FERNANDO, CA	2,500 \$0.68 GR	1 mo 36 mos	05/12/11 06/01/11	Ind/C Light	As-is	3% Annual Increases	Updated: 11/3/2011 #614460
6. 711 JESSIE ST SAN FERNANDO, CA	3,250 \$0.73 G		06/17/09 07/01/09	Ind		Coluco, LLC	Updated: 7/24/2009 #464353
7. 503 JESSIE ST #UNIT A SAN FERNANDO, CA	4,700 \$0.77 GRS	24 mos	01/01/09 12/31/10	Ind	550	Andrew Roth & Jim Davenport 2.5% Annual	Updated: 3/19/2009 #455470
8. 503 JESSIE ST #A SAN FERNANDO, CA	4,700 \$0.55 GR	0 24 mos	12/25/10 01/01/11	Ind/C Light	1,000 As-is	Studio RFD, Inc. 3% Annual Increases	Updated: 11/3/2011 #596587
9. 1817 FIRST ST SAN FERNANDO, CA	5,000 \$0.55	24 mos	06/01/08 06/01/08	Ind Dist	Unknown	Elisa's Fashjns Inc Unknown	Updated: 7/25/2008 #438053
10. 1017-1825 FIRST ST SAN FERNANDO, CA	5,000 \$0.50 GR	0 24 mos	09/01/12 10/01/12	Ind/B Dist	As-is	Thorm Custom Inlay 3% Annual Escalation	Updated: 9/7/2012 #645780
11. 42705 W 8TH ST LANCASTER, CA	5,040 \$0.50 IG	60 mos	12/01/11	Ind/C Light	650	Undisclosed	Updated: 3/8/2012 #622175
12. 415-417 PARK AV SAN FERNANDO, CA	5,250 \$0.695	12 mos	06/16/08 06/15/08	Ind Dist		Charles Walter	Updated: 7/25/2008 #438052
13. 417 PARK AVE SAN FERNANDO, CA	5,250 \$0.57 GR	0 36 mos	11/02/10 12/01/10	Ind/C Dist	800 Minor	Manor House CC, Inc. See Notes	Updated: 11/2/2010 #572337
14. 12767 FOOTHILL BLVD SYLMAR, CA	6,400 \$0.625 GR	0 1 mo	11/21/10 12/01/10	Ind/C Light	1,070 0	Action Companies N/A	Updated: 11/30/2010 #576566
15. 12767 FOOTHILL BLVD SYLMAR, CA	6,400 \$0.469 GR	0 36 mos	12/08/11 01/01/12	Ind/C Light	As-is	Bruce Tarpey \$0.586 GR in yr 2, \$0.625 in yr 3	Updated: 2/14/2012 #620772
16. 1345 SAN FERNANDO RD SAN FERNANDO, CA	7,000 \$1.00 NNN	1 mo 60 mos	08/15/10 09/01/10	Ind/B Auto	350 0	Fabricio Busto 3% Annual Escalations	Updated: 9/28/2010 #570007
17. 1837 FLOWER ST GLENDALE, CA	7,100 \$0.80 G	2 mos 60 mos	04/05/07	Ind	1,700	Ethos Design, LLC 3%	Updated: 4/27/2009 #417137
18. 14660 RAYMER ST VAN NUYS, CA	8,056 \$0.50 IG	4 mos 58 mos	04/22/13 06/01/13	Ind/C Dist	As-is	I & E Cabinets 3% Annual Escalations	Updated: 6/27/2013 #670815
19. 503 JESSIE ST #UNITS B & C SAN FERNANDO, CA	8,213 \$0.615 GRS		11/21/08 11/21/08	Ind		Paper Cuts Inc.	Updated: 12/30/2008 #455471
20. 503 JESSIE ST #B & C SAN FERNANDO, CA	8,213 \$0.63 GR	0 24 mos	04/01/11 04/01/12	Ind/C Light	As-is	Paper Cuts, Inc. 3% Annual Increases	Updated: 7/26/2011 #580405

# TEAM TRANSACTION

## List - Lease

Property	Space Leased Rent/SqFt	Free Rent Term	Trans. Date Occ. Date	Type/Class Subtype	Office SqFt TI Allow	Lessee Rent Adjustments	
21. 13327 PAXTON ST PACOIMA, CA	8,500 \$0.84 G	0 36 mos	08/03/07 08/06/07	Ind	700	Fiesta Furniture Inc. yes	Updated: 8/29/2007 #426939
22. 42032 6TH ST LANCASTER, CA	9,920 \$0.45 G	4 mos 120 mos	05/25/10 06/01/10	Ind/C Manuf	2,600	Consolidated Electrical Services See yearly escalations	Updated: 7/26/2010 #496196
23. 11926 ALEGHENY SUN VALLEY, CA	10,192 \$0.699 G	36 mos	05/14/07	Ind		Doug Kowalski	Updated: 5/27/2009 #422494
24. 1825 1ST ST SAN FERNANDO, CA	11,200 \$0.40 G	1 mo 12 mos	05/27/10 06/01/10	Ind/C Light	2,500 None	Black Diamond Realty, LLC N/A	Updated: 6/2/2010 #496439
25. 13151 SAN FERNANDO RD SYLMAR, CA	11,738 \$0.50 GR	0 36 mos	01/23/12 03/01/12	Ind/C Light	As-is	TEC Equipment 3% Annual Increases	Updated: 2/14/2012 #620771
26. 83 W BELLEVUE DR PASADENA, CA	12,600 \$1.05 NNN	60 mos	04/28/10 05/01/10	Ind/B R&D/Flex		Stryker 3% Annual Increases	Updated: 9/10/2010 #569125
27. 325 W CERRITOS AV GLENDALE, CA	14,200 \$0.78 GRS		02/06/08	Ind Dist	2,700 Unknown	12 Months	Updated: 9/8/2008 #438756
28. 8157 LANKERSHIM BLVD NORTH HOLLYWOOD, CA	15,600 \$0.59 GR	0 60 mos	03/01/11 03/01/11	Ind/B Dist(NI)	900 Minimal	Vista Sales Annual 2.5%	Updated: 3/7/2011 #598012
29. 7119 FAIR AVE NORTH HOLLYWOOD, CA	15,921 \$0.503 NNN	0 3 mos	04/23/12 05/01/12	Ind/C Dist	As-is	Columbia Showcase & Cabinet Flat	Updated: 6/15/2012 #638560
30. 12760 FOOTHILL BLVD SYLMAR, CA	16,249 \$0.263 NNN	44 mos	01/24/09 01/15/09	Ind	4,140	Coach Annual 3%	Updated: 4/30/2009 #457249
31. 9324 CORBIN AVE NORTHRIDGE, CA	17,000 \$0.70 GR	2 mos 86 mos	11/01/12 11/01/12	Ind/C Dist(I)	3,500 \$34,000	MSC Industrial 3% Annual Escalations	Updated: 2/15/2013 #661475
32. 7101 CASE AVE NORTH HOLLYWOOD, CA	17,010 \$0.62 NNN	2.5 mos 62 mos	07/17/09 08/01/09	Ind/B Light	850 \$1.00 psf	RC Vintage Studio Rentals See Notes	Updated: 9/7/2010 #464351
33. 7103 FAIR AVE NORTH HOLLYWOOD, CA	17,010 \$0.45 NNN	0 60 mos	11/10/10 01/01/11	Ind/B Light	1,500 Minor	ServiceMaster Clean, Inc. See Notes	Updated: 4/25/2012 #572864
34. 2420-2424 N ONTARIO ST BURBANK, CA	17,300 \$0.83 NNN	38 mos	07/16/08 08/01/08	Ind		Digital Int'l, Inc	Updated: 3/24/2009 #440098
35. 11150 GAULT ST NORTH HOLLYWOOD, CA	19,968 \$0.55 NNN	0 29 mos	05/22/10 12/01/10	Ind/B Light	1,500 \$.50 psf	Unity Courier Services See Notes	Updated: 9/7/2010 #461809
36. 11150 GAULT ST NORTH HOLLYWOOD, CA	19,968 \$0.62 NNN	3 mos 36 mos	04/16/13 05/01/13	Ind/C Dist	As-is	Unity Courier Services 3% Annual Escalations	Updated: 5/30/2013 #668250
37. 7121 CASE AV NORTH HOLLYWOOD, CA	20,273 \$0.65 NNN	1 mo 37 mos	05/11/09 06/01/09	Ind/B Manuf	As-Is	Dazian, LLC See Notes	Updated: 9/7/2010 #466593
38. 7119 FAIR AVE NORTH HOLLYWOOD, CA	20,273 \$0.65 NNN	0 12 mos	12/01/10 12/01/10	Ind/C Manuf	3,500 0	XL Touring Video, Inc. N/A	Updated: 1/3/2011 #580431
39. 7119 FAIR AVE NORTH HOLLYWOOD, CA	20,273 \$0.48 NNN	2.5 mos 36 mos	08/01/12 08/01/12	Ind/C Dist	As-is	Hallmart Collectibles 3% Annual Escalations	Updated: 9/7/2012 #645770
40. 11166 GAULT ST NORTH HOLLYWOOD, CA	20,592 \$0.60 NNN	0 60 mos	03/22/10 07/01/11	Ind/B Light	2,500 \$11.50 psf	Soundline 3% Annual Increases	Updated: 9/7/2010 #494296



# TEAM TRANSACTION

## List - Lease

Property	Space Leased Rent/SqFt	Free Rent Term	Trans. Date Occ. Date	Type/Class Subtype	Office SqFt TI Allow	Lessee Rent Adjustments	
41. 11130 SHERMAN WAY SUN VALLEY, CA	22,148 \$0.64 NNN	60 mos	12/01/11 06/01/12	Ind/C Dist		Leeds Mattress Store 3% Annual Escalations	Updated: 4/2/2012 #621430
42. 11130 SHERMAN WAY SUN VALLEY, CA	22,148 \$0.73 NNN	62 mos	03/21/14 04/15/14	Ind/C Dist	4,200 As-is	INCA Kitchen and Bath 3% Annual Escalations	Updated: 4/15/2014 #691200
43. 16301 RAYMER ST VAN NUYS, CA	24,300 \$0.59 NNN	36 mos	08/10/10 11/01/10	Ind/B Light	As-Is	Graybar Electric Company, Inc. See notes	Updated: 10/5/2011 #568345
44. 16301 RAYMER ST VAN NUYS, CA	24,300 \$0.78 NNN	36 mos	07/25/13 11/01/13	Ind/B Dist	4,587 As-is	Graybar Electric Company Yr 1 = \$.78, Yr 2 = \$.80, Yr 3 = \$.82	Updated: 8/18/2013 #671629
45. 12760 FOOTHILL BLVD SYLMAR, CA	25,423 \$0.93 NNN	2 mos 120 mos	09/01/12 09/01/12	Ind/B Manuf	As-is	MV Transportation	Updated: 12/20/2012 #655085
46. 21019 OSBORNE ST CANOGA PARK, CA	25,486 \$0.55 NNN	48 mos	09/01/12 09/01/12	Ind/B Dist	As-is	CPF Films Inc 3% Annual Escalations	Updated: 11/21/2012 #652839
47. 11156 SHERMAN WY NORTH HOLLYWOOD, CA	25,929 \$0.50 NNN	60 mos	01/12/10 03/01/10	Ind/C Light	1,000 \$5.00 psf	Equipment Brokers Unlimited LLC See Comments	Updated: 4/25/2012 #473083
48. 4400 VANOWEN ST BURBANK, CA	27,300 \$0.73 NNN	2 mos 60 mos	06/09/08	Ind Dist	8,280 As Is	Confidential 4% Annual	Updated: 8/4/2009 #437985
49. 12458 GLADSTONE AVE SYLMAR, CA	27,360 \$1.06 GR	5 mos 65 mos	12/01/12 12/01/12	Ind/C Dist	5,761 As-is	Trench Plate Rental Co 3% Annual Escalations	Updated: 3/20/2013 #655084
50. 13215 LOUVRE ST PACOIMA, CA	27,698 \$0.35 GR	63 mos	10/10/11 12/01/11	Ind/B Manuf	As-is	DGCC, Inc. See notes	Updated: 2/10/2012 #620558
51. 11350 SHERMAN WAY NORTH HOLLYWOOD, CA	30,000 \$0.62 NNN	36 mos	09/16/10 01/01/11	Ind/B Light	4,800 As-is	Hallmart Collectibles, Inc. See notes	Updated: 2/14/2011 #570010
52. 11360 SHERMAN WAY NORTH HOLLYWOOD, CA	30,000 \$0.60 NNN	60 mos	04/01/12 12/01/12	Ind/C Dist	4,800 As-is	Dynamex See Notes	Updated: 9/13/2012 #631551
53. 11350 SHERMAN WAY NORTH HOLLYWOOD, CA	30,000 \$0.58 NNN	1 mo 36 mos	09/01/12 10/01/12	Ind/C Dist	As-is	Cruz Modular Inc 3% Annual Escalations	Updated: 9/7/2012 #645769
54. 11128 GAULT ST NORTH HOLLYWOOD, CA	30,448 \$0.72 NNN	2 mos 62 mos	08/15/08	Ind/B Dist	4,700	GAHH, LLC 3% Annual	Updated: 11/10/2010 #444511
55. 11128 GAULT ST NORTH HOLLYWOOD, CA	30,488 \$0.65 NNN	60 mos	06/24/13 12/01/13	Ind/B Dist	As-is	GAHH, LLC 3% Annual Escalations	Updated: 12/2/2013 #681028
56. 7149 FAIR AVE NORTH HOLLYWOOD, CA	32,311 \$0.65 NNN	6 mos 66 mos	01/18/10 12/01/09	Ind Light	\$3.00 psf	History For Hire, Inc. See Comments	Updated: 9/7/2010 #473035
57. 7101 FAIR AVE NORTH HOLLYWOOD, CA	32,741 \$0.65 NNN	1 mo 37 mos	10/25/13 11/20/13	Ind/C Dist	9,350 As-is	MVL Productions 3% Annual Escalations	Updated: 12/6/2013 #681016
58. 7100 CASE AVE NORTH HOLLYWOOD, CA	34,286 \$0.729 NNN	12 mos	04/27/11 07/01/11	Ind/B Manuf	1,600 0	Zepexco, Inc. N/A	Updated: 8/2/2011 #601672
59. 7100 CASE AVE NORTH HOLLYWOOD, CA	34,286 \$0.52 NNN	2 mos 36 mos	09/01/12 09/01/12	Ind/C Dist	As-is	Line 204 3% Annual Escalations	Updated: 9/7/2012 #645771
60. 15055 OXNARD ST VAN NUYS, CA	34,456 \$0.60 NNN	6 mos 96 mos	06/01/10 08/01/10	Ind/B Manuf	12,143 \$6.00 PSF	Every Nation Studio City Corp. 3% Annual Increases	Updated: 10/5/2011 #568360

# TEAM TRANSACTION

## List - Lease

Property	Space Leased Rent/SqFt	Free Rent Term	Trans. Date Occ. Date	Type/Class Subtype	Office SqFt TI Allow	Lessee Rent Adjustments
61. 12950 BRADLEY AVE SYLMAR, CA	34,650 \$0.45 GR	0 60 mos	03/03/11 04/01/11	Ind/C Manuf	9,300 As-Is	Valley Gutter Supply, Inc. See Notes <small>Updated: 4/25/2012 #599372</small>
62. 12950 BRADLEY AVE SYLMAR, CA	34,650 \$0.41 GR	0 60 mos	03/01/11 04/01/11	Ind/C Manuf	9,300	Valley Gutter Supply, Inc. See Notes <small>Updated: 5/31/2011 #600880</small>
63. 640 GLENOAKS BL SAN FERNANDO, CA	35,586 \$0.599 G		03/11/08	Ind Dist	5,500 None	12 Months <small>Updated: 4/24/2009 #437668</small>
64. 640 GLENOAKS BLVD SAN FERNANDO, CA	35,586 \$0.67 IG	0 24 mos	03/03/14 05/01/14	Ind/C Dist	5,500 As-is	Honey's Place LLC Flat <small>Updated: 3/20/2014 #689597</small>
65. 7100 TUJUNGA AV NORTH HOLLYWOOD, CA	38,500 \$0.635 NNN	8 mos 120 mos	09/01/08	Ind/C Dist	5,990	Digital International Corporation <small>Updated: 5/1/2009 #438847</small>
66. 11651 SHELDON ST SUN VALLEY, CA	42,515 \$0.485 NNN	3 mos 120 mos	02/01/12 02/01/12	Ind/B Dist	As-is	Parts Channel Annual CPI Increases <small>Updated: 2/21/2012 #621078</small>
67. 7545 SAN FERNANDO RD SUN VALLEY, CA	46,044 \$0.76 NNN	6 mos 126 mos	03/18/14 05/01/14	Ind/B Dist	4,888 As-is	Omega Cinema Trust Props 2.5% Annual Escalations <small>Updated: 4/15/2014 #689955</small>
68. 3010 N SAN FERNANDO BLVD BURBANK, CA	48,000 \$0.69 NNN	60 mos	04/13/10 05/01/10	Ind/C Light	12,000	Ryan Herco Product Corporation 3% annual increases <small>Updated: 5/13/2010 #495549</small>
69. 459 PARK AVE SAN FERNANDO, CA	65,025 \$0.46 GR	2 mos 86 mos	03/13/13 05/01/13	Ind/C Dist	9,050 As-is	Araca Holdings Lp 3% Annual Escalations <small>Updated: 4/15/2013 #665245</small>
70. 11340 SHERMAN WAY NORTH HOLLYWOOD, CA	75,000 \$0.57 NNN	0 120 mos	02/03/13 10/01/13	Ind/C Dist	20,000	Federal Express Corporation 3% Annual Escalations <small>Updated: 6/19/2013 #665240</small>
71. 12580 SATICOY ST NORTH HOLLYWOOD, CA	82,000 \$0.64 NNN	0 120 mos	01/01/13 01/01/13	Ind/C Dist	As-is	CHP Enterprises 3% Annual Escalations <small>Updated: 4/17/2013 #661474</small>
72. 1175 AVIATION PL SAN FERNANDO, CA	92,445 \$0.71 NNN	0 3 mos	03/21/14 04/01/14	Ind/B Dist	23,880 As-is	New Remote Productions, Inc Flat <small>Updated: 4/15/2014 #691199</small>

# TEAM TRANSACTION

## List - Sale

Property	Sale Price Sale \$/SF Trans. Type	Trans. Date On Market Cap Rate	Bldg. SqFt Office SqFt Land Size	Prop. Type Subtype Bldg. Class	Year Built Multi-Tnt Floors	Buyer Seller Buyer Previous Location
1. <b>10319 NORRIS PACOIMA, CA</b> Mrkt: SFV & Ventura County / Submrkt: East SF Valley	\$1,025,000 \$130.22	04/18/12 12 mos	7,871 4,147 22,651	Indust Manuf C	1985 Y 1	Marlene Kane Joann Katinos
Updated: 4/23/2012 #156585						
2. <b>11229 VINEDALE ST SUN VALLEY, CA</b> Mrkt: SFV & Ventura County / Submrkt: East SF Valley	\$920,000 \$101.77 User	11/27/12 2 mos	9,040 11,094 Prkg: 2.0:1	Indust Dist C	1978 Y 1	Richard and Carl Patenaud Bank of America APN: 2632-003-044
Updated: 11/30/2012 #162148						
3. <b>14516 ARMINTA ST VAN NUYS, CA</b> Mrkt: SFV & Ventura County / Submrkt: West SF Valley	\$1,515,000 \$151.50	12/24/07	10,000 1,200 19,467 Prkg: 2.2:1	Indust	1955 N 1	
Updated: 1/14/2008 #129823						
4. <b>12000 VOSE ST NORTH HOLLYWOOD, CA</b> Mrkt: SFV & Ventura County / Submrkt: East SF Valley	\$1,850,000 \$177.46 User	07/10/07 4 mos	10,425 2,000 18,060	Indust	1972 1	jack Dakessian Marlene, Gregory & Teresa Kane 511 5th St # C, San Fernan APN: 2321-008-015
Updated: 8/17/2007 #126838						
5. <b>11001 SUTTER AVE PACOIMA, CA</b> Mrkt: SFV & Ventura County / Submrkt: East SF Valley	\$805,573 \$77.02 User	03/29/13	10,459 2,052 43,560	Indust Dist C	1968 N 2	Carlos G Contreras Paul A and Gaye Stockwell Trus
Updated: 4/11/2013 #167055						
6. <b>415-417 PARK AVE SAN FERNANDO, CA</b> Mrkt: SFV & Ventura County / Submrkt: East SF Valley	\$991,500 \$94.43 User	12/02/11 5 mos	10,500 1,600 18,892	Indust Light C	1980 Y 1	Alan Mold Howard Barmazel
Comments: Buyer occupies the neighboring building.						
Updated: 12/22/2011 #154399						
7. <b>12300 GLADSTONE AVE SYLMAR, CA</b> Mrkt: SFV & Ventura County / Submrkt: East SF Valley	\$1,250,000 \$115.74 User	04/22/11 3 mos	10,800 30,056	Indust Dist C	1971 N 1	Above Par Properties, LLC Valley Metal Supply, Inc.
Comments: Actual buyer was Fantasy Cookie- (Right next door). Sale Price: \$103 psf on Building and \$12 psf for excess land.						
Updated: 5/16/2011 #151111						
8. <b>498 LAMBERT ST OXNARD, CA</b> Mrkt: SFV & Ventura County / Submrkt: West Ventura County	\$1,866,600 \$140.51 User	09/20/13 12 mos	13,284 6,180 98,881	Indust Light C	1983 1	Flores Lambert Property iStar Busco Inc APN: 133-0-061-085
Updated: 9/20/2013 #170028						

# TEAM TRANSACTION

## List - Sale

Property	Sale Price Sale \$/SF Trans. Type	Trans. Date On Market Cap Rate	Bldg. SqFt Office SqFt Land Size	Prop. Type Subtype Bldg. Class	Year Built Multi-Tnt Floors	Buyer Seller Buyer Previous Location
9. <b>12847 ARROYO ST</b> <b>SYLMAR, CA</b> Mrkt: SFV & Ventura County / Submrkt: East SF Valley	\$1,827,840 \$136.00	02/06/08 7 mos	13,440 13,440 25,988	Indust Dist	1980	Info Pending Info Pending
Comments: \$5.00 psf allowance for office removal.						
Updated: 7/25/2008 #131914						
10. <b>1621 FIRST ST</b> <b>SAN FERNANDO, CA</b> Mrkt: SFV & Ventura County / Submrkt: East SF Valley	\$1,325,000 \$97.25	09/12/08	13,625	Indust		Pueblo Contracting Services Michael & Diane Walsh
Updated: 9/28/2009 #134928						
11. <b>14250 ARMINTA ST #BLDG B</b> <b>PANORAMA CITY, CA</b> Mrkt: SFV & Ventura County / Submrkt: East SF Valley	\$3,411,448 \$211.00	02/12/07	16,168 40,672	Indust	2006	
Updated: 5/15/2008 #124195						
12. <b>1817 1ST ST</b> <b>SAN FERNANDO, CA</b> Mrkt: SFV & Ventura County / Submrkt: East SF Valley	\$1,125,000 \$68.18 User	09/27/13	16,500 18,130	Indust Dist C	1952	Artlen Properties LLC Howard Barmazel
Updated: 10/28/2013 #170560						
13. <b>429 JESSIE ST</b> <b>SAN FERNANDO, CA</b> Mrkt: SFV & Ventura County / Submrkt: East SF Valley	\$1,500,000 \$89.72 User	10/30/09 4 mos	16,718 3,640 28,118 Prkg: 1.32:1	Indust Manuf C	1986 N I	AIRO Industries 429 Jessie LLC APN: 2519-021-032
Updated: 10/6/2010 #141458						
14. <b>6832 LANKERSHIM BL</b> <b>NORTH HOLLYWOOD, CA</b> Mrkt: SFV & Ventura County / Submrkt: East SF Valley	\$2,135,000 \$100.58 User	11/01/12	21,227 2,720 31,799	Indust Dist	1962	Afota Realty LLC Tmt Realty LP
Comments: Class: M1						
Updated: 7/29/2013 #161922						
15. <b>11541 BRADLEY AVE</b> <b>SAN FERNANDO, CA</b> Mrkt: SFV & Ventura County / Submrkt: East SF Valley	\$1,550,000 \$70.45 User	01/25/12 9 mos	22,000 3,400 54,450 Prkg: 1.5:1	Indust Manuf C	1955 Y I	Shane Demirjian Stewart Edwards
Updated: 2/16/2012 #155450						
16. <b>12320 MONTAGUE ST</b> <b>PACOIMA, CA</b> Mrkt: SFV & Ventura County / Submrkt: East SF Valley	\$2,380,000 \$107.21 User	08/01/13 5 mos	22,200 2,300 36,678 Prkg: 2.0:1	Indust Dist C	1974 N I	Steve and Terry Kitching HLM Montague Properties LLC APN: 2537-014-034
Updated: 8/21/2013 #169469						

# TEAM TRANSACTION

## List - Sale

Property	Sale Price Sale \$/SF Trans. Type	Trans. Date On Market Cap Rate	Bldg. SqFt Office SqFt Land Size	Prop. Type Subtype Bldg. Class	Year Built Multi-Tnt Floors	Buyer Seller Buyer Previous Location
17. <b>8500 LANKERSHIM BLVD</b> <b>SUN VALLEY, CA</b> Mrkt: SFV & Ventura County / Submrkt: East SF Valley	\$4,150,000 \$122.60 Investment	04/11/13	33,850 3,250 102,802	Indust Dist C	1968 Y 1	Selective Real Estate Investme Glenn W Hoiby
Updated: 4/15/2013 #167091						
18. <b>12950 BRADLEY AVE</b> <b>SYLMAR, CA</b> Mrkt: SFV & Ventura County / Submrkt: East SF Valley	\$2,863,000 \$82.63 User	05/11/11 10 mos	34,650 9,300 57,765 Prkg: 2.0:1	Indust Manuf C	1970 Y 2	Valley Water Supply, Inc. Bradley Xantech Ltd APN: 2506-011-002
Updated: 6/24/2011 #151176						
19. <b>12360 FOOTHILL BLVD</b> <b>SYLMAR, CA</b> Mrkt: SFV & Ventura County / Submrkt: East SF Valley	\$4,250,000 \$106.25	03/31/07	40,000 76,230 Prkg: .8:1	Indust	2001	Morelli Brothers Enterprises L Julio Cesar Garcia Jr APN: 2527-022-071
Updated: 5/15/2008 #126339						
20. <b>12910 SAN FERNANDO RD</b> <b>SYLMAR, CA</b> Mrkt: SFV & Ventura County / Submrkt: East SF Valley	\$4,068,280 \$101.00 User	12/27/13 3 mos	40,280 4,218 80,460 Prkg: 2.5:1	Indust Dist(I) B	1981 N 1	Garo & Souren, LLC Edwards Family Trust APN: 2501-006-033
Updated: 1/13/2014 #171444						
21. <b>LANCASTER BUSINESS PARK</b> <b>229-249 E AVENUE K8</b> <b>LANCASTER, CA</b> Mrkt: Antelope Valley / Submrkt: Palmdale/Lancaster Comments: Sold out of special servicing (LNR)	\$1,445,000 \$31.13 User	05/23/12	46,413 116,741 Prkg: 2.64:1	Indust Dist C	2005 Y 1	Terry and Rosa Francisco CSMC 2007-C1 Avenue K-8 Ltd Pt
Updated: 6/1/2012 #159017						
22. <b>39530 12TH ST E</b> <b>PALMDALE, CA</b> Mrkt: SFV & Ventura County / Submrkt: Palmdale/Lancaster Comments: No listing price was set. REO listing. Property close 38% over appraised value. 3 months on market Bldg = 48,000 SF at \$61.56 = \$2,955,118 Land = 347,441 SF at \$2.00 = \$694,882	\$3,650,000 \$76.04 User	12/06/10 3 mos	48,000 443,441	Indust Dist(NI) B	2007 N 1	Cal Clear, LLC GE Com. Finance Business Prop. Baldwin Park APN: 3022-004-034
Updated: 3/13/2012 #147575						
23. <b>10851-10871 LA TUNA CYN</b> <b>SUN VALLEY, CA</b> Mrkt: SFV & Ventura County / Submrkt: East SF Valley	\$4,400,000 \$80.75 User	06/06/13	54,490 108,987 Prkg: 2.0:1	Indust Dist C	1974 Y 1	Father & Son Arjilyans Successor Trustee of William M APN: 2408-004-021
Updated: 7/18/2013 #168443						
24. <b>EAGLE POINT</b> <b>410-430 GRAND CYPRESS AVE</b> <b>PALMDALE, CA</b> Mrkt: SFV & Ventura County / Submrkt: Palmdale/Lancaster Comments: REO Sale. Multi-Tenant Business Park. 16 Units, 4 Buildings	\$3,100,000 \$38.79 REO-Inv	05/10/11 3 mos	79,915 206,910 Prkg: 2.02:1	Indust Light B	2006 Y 2	Michael Connolly Banco Popular of America APN: 3005-045-019; 20
Updated: 3/8/2012 #151529						

# TEAM TRANSACTION

## List - Sale

Property	Sale Price Sale \$/SF Trans. Type	Trans. Date On Market Cap Rate	Bldg. SqFt Office SqFt Land Size	Prop. Type Subtype Bldg. Class	Year Built Multi-Tnt Floors	Buyer Seller Buyer Previous Location
25. <b>12800 FOOTHILL BL</b> <b>SYLMAR, CA</b> Mrkt: SFV & Ventura County / Submrkt: East SF Valley	\$7,850,000 \$93.97	01/23/08	83,538 10,300 134,165 Prkg: 1.8:1	Indust	1979 1	
Updated: 6/1/2009 #130388						
26. <b>12500 FOOTHILL BLVD</b> <b>SYLMAR, CA</b> Mrkt: SFV & Ventura County / Submrkt: East SF Valley	\$9,990,000 \$102.80 User	01/16/14	97,182 13,850 195,149 Prkg: 1.0:1	Indust Dist C	1986 1	Ben Edwards & Stewart Edwards 102% Group Investment Co
Updated: 1/30/2014 #171954						

# BUSINESS

## *References*

### REPRESENTATIVE CLIENTS AND PROJECTS

Future Graphics - Robert Garcia

(818) 736-4511

Northridge Mills, Inc. - Howard Barmazel

(818) 399-9125

Cinema Vehicles - Ray Claridge

(818) 780-6272

JEM Sportswear - Jeff Marine

(818) 365-9361

J.T. Contractors - Gary Tashner

(818) 361-1230

Cucina Del La Cucina -Kevin Luboff

(818) 838-2262

Atlas Investments - Steven Goodman

(310) 820-4900

# LITIGATION

**Litigation:** The Encino office of Colliers International has no outstanding litigation in which the firm or any professionals (including proposes team) are a named party.



### SECTION III

# PROPOSED

## Work Plan

Brent Weirick will lead this team, and personally handle all negotiations. Gian Starita will oversee creation and approval process for all marketing materials. Both team members will personally handle all market and financial analysis, as well as showings.

Please note that our marketing time for properties is the shortest among our peers. Our average time on market is 69 days. The next closest competitor is 153 days. Our process is intensive, and produces measureable results.

The Properties will be marketed through a proprietary process including, but not limited to the following steps (and timelines):

- Sign placed on Property (First week)
- Brochures created and approved (First Week)
- Property placed on all listing services (AIR, CoStar, Loopnet) (First Week)
- E-Mail sent to all commercial real estate brokers active in region with brochure (first week)
- Showing memos sent to client with details on activity (within 1 business day of showing)
- Offers, along with recommendations for response. (within 1 business day)
- Marketing Activity Reports (bi-weekly)
- Direct marketing campaign, including calls, drop ins, and mailers (ongoing, starting Week 1)
- Presentations to Client (as requested by client, ongoing)

### **Task 1 – Project Organization:**

- Identify key objectives, project schedule, project team(s), roles and responsibilities, and governance structure. *Agreed. Week 1.*
- Assist with identification of and timing for supplemental third-party assistance. *Week 1.*
- Prepare informational materials and attend scheduled meetings with the City's project manager and executive management staff. *As needed, within 3 business days of request.*
- Report weekly to the project manager about current/new efforts, contacts/leads, and other developments. *Agreed. Weekly.*
- Maintain timely telephone and/or email contact with the project manager. *Agreed. Weekly as needed.*
- Coordinate efforts of sub-contractors for supplemental third party assistance, as appropriate. *Agreed.*

### **Deliverables:**

- 1.1 **Project organization and work plan document for review by the City Manager and designated executive management.** *Agreed.*
- 1.2 **Updates to project schedule and timelines.** *Agreed.*

### **Task 2 – Market Analysis/Option Development**

- Prepare real estate market surveys and economic analyses. *Agreed. Bi-weekly.*
- Prepare estimates of property/sale value. *Agreed. Week 1.*
- Assess property sale and lease opportunities. *Agreed. As needed.*
- Develop marketing timelines for each opportunity. *Agreed. Week 1.*
- Develop financial return projections for each opportunity. *Agreed. Week 1.*

### **Deliverables:**

- 2.1 **Market survey.** *Agreed. Week 1.*
- 2.2 **Estimates of sale value.** *Agreed. Week 1.*
- 2.3 **Real estate options document that discusses market survey, estimated sales value, options with timelines and financial return projections for each option.** *Agreed. Week 1.*

# PROPOSED *Work Plan*

## **Task 3 – Selection of Option(s)**

- Present options to executive management. *Agreed. Within 3 business days.*
- Refine options based on executive management input. *Agreed. Within 3 business days.*
- Present options to City Council. *Agreed. As directed by client.*

### **Deliverables:**

- 3.1 **Executive management presentation.** *Agreed.*
- 3.2 **City Council presentation.** *Agreed.*

## **Task 4 – Development of Marketing Plan**

- Prepare marketing plan. *Agreed. Week 1.*
- Research and prepare required disclosures. *Agreed. Week 1.*
- Present marketing and disclosure documents for City approval. *Agreed. Week 1.*

### **Deliverables:**

- 4.1 **Marketing plan.** *Agreed.*
- 4.2 **Disclosures documentation.** *Agreed.*
- 4.3 **Marketing plan presentation.** *Agreed.*

## **Task 5 – Marketing**

- Place advertising and other marketing materials. *Agreed. Week 1, with Bi-weekly follow up.*
- Communicate with prospective buyers/lessees. *Agreed.*
- Convey offers to City and assist in their evaluation. *Agreed. Within 1 business day.*
- Evaluate prospective buyers/lessees. *Agreed.*
- Develop recommendation for sale or lease. *Agreed. Within 1 business day.*
- Present recommendation to the City for approval. *Agreed. Per client provided timelines.*

### **Deliverables:**

- 5.1 **Advertising and other marketing materials.** *Agreed.*
- 5.2 **Recommendation for buyer or lessee.** *Agreed.*

## **Task 6 – Structure Real Estate Transaction**

- Assist the City in structuring the real estate transaction. *Agreed.*
- Represent the City's interest in any negotiations to structure sale of the city property Sites 1 and 2. *Agreed.*
- Present proposed deal to City for approval. *Agreed.*
- Negotiate final terms and conditions. *Agreed.*

### **Deliverables:**

- 6.1 **Final terms and conditions for approval by the City.** *Agreed.*

## **Task 7 – Close Real Estate Transaction**

- Prepare transaction documents. *Agreed. Within 1 business day.*
- Arrange for remedy of any building deficiencies required to complete transaction. *Agreed.*
- Monitor and coordinate closing of transaction. *Agreed.*

### **Deliverables:**

- 7.1 **Closed transaction** *Agreed.*

## SECTION IV

# COMPENSATION Schedule

COLLIERS INTERNATIONAL GREATER LOS ANGELES, INC., DBA COLLIERS INTERNATIONAL

## SCHEDULE OF REAL ESTATE COMMISSIONS

The following is a schedule of real estate commissions for transactions in which Colliers International Greater Los Angeles, Inc., dba Colliers International (the "Company") participates.

### I. SALES AND EXCHANGE COMMISSIONS.

- A. **Sales.** Sales commission on all real property shall be computed on the basis of **five percent (5%)** of the total purchase price.
- B. **Exchanges.** If the property is exchanged for other property, each party to the exchange shall pay the Company a commission computed in accordance with Section 1A above based upon the value of the property exchanged by each party.
- C. **Joint Ventures.** If the property or any interest therein is contributed or conveyed (collectively "transferred") to a partnership, joint venture or other business entity, or an interest in an entity having an ownership interest in the property is transferred in lieu of sale, Owner shall pay a commission computed in accordance with Section 1A above based upon the full market value of the property.

### II. LEASE COMMISSIONS. (Including subleases and/or assignments)

- A. **Net Leases.** (Net lease is one in which the lessee is required to pay real estate taxes in addition to rent.)
 

<b>NET TERM LESS THAN FIVE YEARS</b> 6% of the total rental for 1st year, plus 6% of the total rental for 2nd year, plus 6% of the total rental for 3rd year, plus 6% of the total rental for 4th year, plus 6% of the total rental for balance of the term.	<b>TERM FIVE YEARS OR MORE</b> 6% of the total rental for 1st five years, plus 4% of the total rental for 2nd five years, plus 3% of the total rental for balance of term.
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In no event shall the commission payable for net leases be less than \$500.00

- B. **Gross Leases.**

<b>TERM LESS THAN FIVE YEARS.</b> 5% of the total rental for 1st year, plus 5% of the total rental for 2nd year, plus 5% of the total rental for 3rd year, plus 5% for the total rental for 4th year, plus 5% for the total rental for balance of term.	<b>TERM FIVE YEARS OR MORE</b> 5% of the total rental for 1st five years, plus 3% of the total rental for 2nd five years, plus 2¼% of the total rental for balance of term.
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In no event shall the commission payable for gross leases be less than \$500.00

- C. **Month-to-Month Tenancies and Net or Gross Leases for Less than 12 Months.** 50% of the first month's rent, but in no event less than \$500.
- D. **Purchase of Property.** Should a tenant, its successors or assigns, or any agent, officer, employee, share-holder, partner, owner or affiliate thereof, purchase or acquire through an exchange all or any part of the leased premises under a provision in the lease (including any amendment or addendum thereto), or through a subsequent modification of such provision, or otherwise, during (i) the lease term, (ii) any extension thereof or (iii) within 90 days after its expiration, then a sales commission shall be calculated and paid in accordance with the provisions of Section I, above. There shall be credited against the sales commission the amount of lease commissions previously paid the Company for any unexpired lease term resulting from the purchase. However, in no event shall such credit exceed the amount of the sales commission due hereunder.
- E. **Modifications, Additions and Extension of Tenant's Lease and Continued Occupancy.** Should a lease term be extended or a tenant occupies additional space under an option or other provision in its lease, or through subsequent modification of such rights, or otherwise, then an additional leasing commission shall be paid to the Company at the time a written agreement for any of the above is executed (or, in the case of oral agreements not memorialized in writing, at the time an agreement is reached). The additional leasing commission shall be calculated at the rate which would have been applicable if the additional space or extension of the lease term were in effect when the lease commenced.

### III. PAYMENT OF COMMISSIONS.

- A. Sales commission shall be payable in cash at the close of escrow or, if there is no escrow, then upon execution of the deed or other instrument of conveyance. In the event of a contract or agreement of sale, joint venture or other transaction not involving the delivery of a deed, sales commissions shall be paid upon execution of the instrument of conveyance, transfer of the property or establishment of the entitlement of ownership (whichever is earlier).
- B. Unless otherwise provided, lease commissions shall be payable upon the execution of the lease by both parties.
- C. Commissions not paid when due shall bear interest from the due date at the rate of 12% per annum, but in no event at a rate greater than permitted by law. This provision shall not give any party the right to delay or extend the time for payment of commissions.
- D. The Company is authorized to apply against its commissions due any funds delivered to and held by it in connection with a lease. If such amounts are less than the commission due the Company hereunder, the undersigned shall pay any difference in cash at the time provided herein. After application of such funds, any excess shall be paid promptly to Owner.

### IV. MISCELLANEOUS.

- 1. The provisions of this Schedule are subject to the terms and provisions of any agreement executed by the parties hereto and to which this Schedule is attached.
- 2. In any action for enforcement or interpretation of this Schedule or any agreement to which it may be attached, the prevailing party shall be entitled to recover its reasonable costs and expenses, including without limitation reasonable attorney's fees, whether an action is prosecuted to judgment or not.
- 3. This Schedule is binding on and shall inure to the benefit of the parties' respective successors and assigns.
- 4. The undersigned hereby certifies that he or she is duly authorized to execute this Schedule and the Listing Agreement, or other agreement to which it is attached, on behalf of Owner/Landlord.
- 5. This Schedule and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

OWNER/LANDLORD:

COLLIERS INTERNATIONAL GREATER LOS ANGELES,  
INC., DBA COLLIERS INTERNATIONAL

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## SECTION V

# CONFLICT *of Interest*

None

1. There are no formal relationships between Colliers International, or Brent Weirick, or Gian Starita and the City of San Fernando.
2. Broker warrants that quoted fees are the only compensation (direct or indirect) that he will receive from this transaction.
3. Broker warrants that full disclosure has been made regarding any existing, potential, or perceived conflicts of interest.

## SECTION VI



# LISTING Agreement



## DRAFT EXCLUSIVE RIGHT TO REPRESENT OWNER FOR SALE OR LEASE OF REAL PROPERTY

(Non-Residential)

AIR COMMERCIAL REAL ESTATE ASSOCIATION

### 1. BASIC PROVISIONS ("BASIC PROVISIONS").

1.1 Parties: This agency Agreement ("Agreement"), dated for reference purposes only \_\_\_\_\_, is made by and between \_\_\_\_\_, whose address is \_\_\_\_\_, telephone number (\_\_\_\_\_) \_\_\_\_\_, Fax No. (\_\_\_\_\_) \_\_\_\_\_, ("Owner"), and \_\_\_\_\_, whose address is \_\_\_\_\_, telephone number (\_\_\_\_\_) \_\_\_\_\_, Fax No. (\_\_\_\_\_) \_\_\_\_\_, ("Agent").

1.2 Property/Premises: The real property, or a portion thereof, which is the subject of this Agreement is commonly known by the street address of \_\_\_\_\_, located in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, and generally described as (describe briefly the nature of the property): \_\_\_\_\_ ("Property"). (See also Paragraph 3).

1.3 Term of Agreement: The term of this Agreement shall commence on \_\_\_\_\_ and expire at 5:00 p.m. on \_\_\_\_\_, except as it may be extended ("Term"). (See also paragraph 4)

1.4 Transaction: The nature of the transaction concerning the Property for which Agent is employed ("Transaction") is (check the appropriate box(es)):  
 (a)  A sale for the following sale price and terms: \_\_\_\_\_

and other additional standard terms reasonably similar to those contained in the "STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR THE PURCHASE OF REAL ESTATE" published by the AIR Commercial Real Estate Association ("AIR"), or for such other price and terms agreeable to Owner;

(b)  A lease or other tenancy for the following rent and terms: \_\_\_\_\_

and other additional standard terms reasonably similar to those contained in the appropriate AIR lease form or for such other rent and terms agreeable to Owner.

### 2. EXCLUSIVE EMPLOYMENT AND RIGHTS.

2.1 Owner hereby employs Agent as Owner's sole and exclusive agent to represent Owner in the Transaction and to find buyers or lessees/tenants ("lessees"), as the case may be, for the Property. Agent shall use reasonably diligent efforts to find such buyers or lessees. All negotiations and discussions for a Transaction shall be conducted by Agent on behalf of Owner. Owner shall promptly disclose and refer to Agent all written or oral inquiries or contacts received by Owner from any source regarding a possible Transaction.

2.2 Owner authorizes Agent to:  
 (a) Place advertising signs on the Property;  
 (b) Place a lock box on the Property if vacant;  
 (c) Accept deposits from potential buyers or lessees; and  
 (d) Distribute information regarding the Property to participants in THE MULTIPLE ("MULTIPLE") of the AIR and/or any other appropriate local commercial multiple listing service, to other brokers, and to potential buyers or lessees of the Property. Owner shall identify as "confidential" any information provided to Agent that Owner considers confidential and does not want disclosed. All other information provided by Owner may be disclosed as Agent may deem appropriate or necessary. After consummation of a Transaction, Agent may publicize the terms of such Transaction.

2.3 Agent shall comply with the Rules of Professional Conduct of the AIR, if a member or if not, the Rules of Professional Conduct of the Society of Industrial and Office Realtors, and shall submit the Property to the MULTIPLE. Agent shall cooperate with participants in the MULTIPLE and may, at Agent's election, cooperate with other real estate brokers (collectively "Cooperating Broker"). A Cooperating Broker may, as a third-party beneficiary hereof, enforce the terms of this Agreement against Owner or Agent.

2.4 If the Transaction is a sale and Agent finds a prospective buyer for the Property, or if the Transaction is a lease and Agent finds a prospective lessee for the Property, Owner hereby authorizes Agent also to represent and act as the agent for such buyer or lessee, and Owner consents to such dual agency. If a Cooperating Broker finds such a buyer or lessee, then Agent shall act as agent for Owner only, the Cooperating Broker shall act as agent for the buyer or lessee only, and the Cooperating Broker shall not be Owner's agent, even though the Cooperating Broker may share in the commission paid by Owner to Agent. A Cooperating Broker shall not be an agent or subagent of Owner or Agent.

2.5 Owner agrees that Agent may, during the ordinary and normal course of marketing the Property, respond to inquiries on the Property by showing and providing information on the Property, as well as on other competing properties, to prospective buyers and lessees and that such activities may result in the payment of a commission to Agent by a third party.

### 3. PROPERTY.

3.1 The term "Property" shall include all of the following which are currently located on the Property and owned by Owner: permanent improvements, electrical distribution systems (power panels, buss ducting, conduits, disconnects, lighting fixtures, etc.), telephone distribution systems (lines, jacks and connections), space heaters, air conditioning equipment, air lines, carpets, window coverings, wall coverings, partitions, doors, suspended ceilings, built-ins such as cabinets, and \_\_\_\_\_

(if there are no additional items write "NONE"). If the Transaction is a sale, the term "Property" shall additionally include, to the extent owned by Owner, oil and mineral rights, leases and other agreements which will continue in effect after Owner's transfer of title to the Property.

INITIALS

INITIALS

# LISTING Agreement

3.2 Within five business days after the commencement of the Term hereof, Owner shall provide Agent with the following:

(a) A duly completed and fully executed Property Information Sheet on the most current form published by the AIR;

(b) Copies of all leases, subleases, rental agreements, option rights, rights of first refusal, rights of first offer, or other documents containing any other limitations on Owner's right, ability and capacity to consummate a Transaction, and

(c) If available to Owner, copies of building plans, and if the Transaction is a sale, title reports, boundary surveys, and existing notes and trust deeds which will continue to affect the Property after consummation of a sale.

3.3 Agent shall have no responsibility for maintenance, repair, replacement, operation, or security of the Property, all of which shall be Owner's sole responsibility. Unless caused by Agent's gross negligence, Agent shall not be liable for any loss, damage, or injury to the person or property of Owner, any lessees of the Property, any buyer, prospective buyer, lessee, or prospective lessee, including, but not limited to, those which may occur as a result of Agent's use of a lock box.

4. **EXTENSION OF TERM.** If the Transaction is a sale, and a sale is not consummated for any reason after Owner accepts an offer to purchase the Property ("Sale Agreement"), then the expiration date of the Term of this Agreement shall be extended by the number of days that elapsed between the date Owner entered into the Sale Agreement and the later of the date on which the Sale Agreement is terminated or the date Owner is able to convey title to a new buyer free and clear of any claims by the prior buyer of the Property; provided, however, in no event shall the Term be so extended beyond one year from the date the Term would have otherwise expired.

#### 5. COMMISSION.

5.1 Owner shall pay Agent a commission  in the amount of \_\_\_\_\_  
 in accordance with the commission schedule attached hereto ("Agreed Commission"), for a Transaction, whether such Transaction is consummated as a result of the efforts of Agent, Owner, or some other person or entity. Agent shall also be entitled to the Agreed Commission if any of the Owner's representations and warranties described in paragraph 8 are shown to be false. Such Agreed Commission is payable:

(a) If the Transaction is a sale, (i) a buyer is procured who is ready, willing and able to buy the Property at the price and on the terms stated herein, or on any other price and terms agreeable to Owner; (ii) Owner breaches or repudiates any Sale Agreement, escrow instructions or other documents executed by Owner regarding the sale of the Property; (iii) the Property or any interest therein is voluntarily or involuntarily sold, conveyed, contributed or transferred; (iv) the Property or any interest therein is taken under the power of Eminent Domain or sold under threat of condemnation, or (v) if Owner is a partnership, joint venture, limited liability company, corporation, trust or other entity, and any interest in Owner is voluntarily or involuntarily sold, contributed, conveyed or transferred to another person or entity that, as of the date hereof, does not have any ownership interest in Owner;

(b) If the Transaction is a lease, (i) a lease of the Property, or a portion thereof is executed; or (ii) a lessee is procured who is ready, willing and able to lease the Property on the terms stated herein, or on any other rent and/or terms agreeable to Owner; or

(c) If Owner (i) removes or withdraws the Property from a Transaction or the market; (ii) acts as if the Property is not available for a Transaction; (iii) treats the Property as not available for a Transaction; (iv) breaches, terminates, cancels or repudiates this Agreement; (v) renders the Property unmarketable; or (vi) changes the status of the Property's title, leases, agreements, physical condition or other aspects thereof, which such change adversely impacts the value, use, desirability or marketability of the Property.

5.2 If the Transaction is a sale, the purchase agreement and/or escrow instructions to be entered into by and between Owner and a buyer of the Property shall provide that:

(a) Owner irrevocably instructs the escrow holder to pay from Owner's proceeds accruing to the account of Owner at the close of escrow the Agreed Commission to Agent;

(b) A contingency to the consummation of the sale shall be the payment of the Agreed Commission to Agent at or prior to close of the escrow; and

(c) No change shall be made by Owner or buyer with respect to the time of, amount of, or the conditions to payment of the Agreed Commission, without Agent's written consent.

6. **ALTERNATIVE TRANSACTION.** If the Transaction changes to any other transaction, including, but not limited to, a sale, exchange, option to buy, right of first refusal, ground lease, lease, sublease or assignment of lease (collectively "Alternative Transaction"), then Agent shall automatically be Owner's sole and exclusive Agent for such Alternative Transaction and represent Owner in such Alternative Transaction, under the terms and conditions of this Agreement. If, during the Term hereof, an Alternative Transaction is entered into, then Owner shall pay Agent the Agreed Commission.

#### 7. EXCLUDED AND REGISTERED PERSONS.

7.1 Owner shall, within 5 business days after the date hereof, provide Agent, in writing, with the names of those persons or entities registered with Owner by any other broker under any prior agreement concerning the Property ("Excluded Persons", see paragraph 7.5). Owner shall also specify for each Excluded Person the type of transaction the consummation of which during the Term of this Agreement entitles such other broker to any compensation ("Excluded Transaction"). Agent may within 10 days of receiving such written list, either (a) accept the Excluded Persons and Excluded Transactions, (b) cancel this Agreement, or (c) attempt to renegotiate this portion of the Agreement with Owner. Once accepted by Agent, the written list shall automatically become an exhibit to this Agreement. If Owner timely provides Agent with the names of the Excluded Persons and specifies the Excluded Transaction for each Excluded Person, then the Agreed Commission paid to Agent with respect to consummation of such an Excluded Transaction with an Excluded Person shall be limited as follows: if such Excluded Transaction is concluded within the first 30 days of the commencement of the Term hereof, then Agent shall be paid a commission equal to the reasonable out-of-pocket expenses incurred by Agent in the marketing of the Property during said 30 days; or if such Excluded Transaction is concluded during the remainder of the Term hereof, then Agent shall be entitled to a commission equal to one-half of the Agreed Commission. If the specified information concerning Excluded Persons and Transactions is not provided as set forth herein, then it shall be conclusively deemed that there are no Excluded Persons.

7.2 Agent shall, within 5 business days after the expiration of the Term hereof, provide Owner, in writing, with the name of those persons or entities with whom Agent either directly or through another broker had negotiated during the Term hereof ("Registered Persons", see paragraph 7.5), and specify the type of transaction of the Property for which such negotiations were conducted ("Registered Transaction"). Those persons or entities who submitted written offers or letters of intent shall, however, automatically be deemed to be Registered Persons for the type of transaction which was the subject of such offer or letter of intent. If Agent fails to timely notify Owner of the existence of any other Registered Persons, then it shall be conclusively deemed that there are no other Registered Persons. A person or entity shall not be a Registered Person if Agent fails to timely specify a Registered Transaction for such person or entity. The parties are aware that the registration of certain individuals and/or entities might create a Dual Agency, and Owner hereby consents to any such Dual Agency.

7.3 If, within 180 days after the expiration of the Term hereof, Owner enters into a contract with a Registered Person for consummation of a Registered Transaction, then Owner shall, upon consummation of such Registered Transaction, pay Agent the Agreed Commission for the Registered Transaction.

7.4 If, within 180 days after the expiration of the Term hereof, Owner enters into another owner-agency or listing agreement with a broker other than Agent for any transaction concerning the Property, then Owner shall provide to Owner's new broker the names of the Registered Persons and the Registered Transaction for each Registered Person, and provide in such new agreement that the new broker shall not be entitled to receive any of the compensation payable to Agent hereunder for consummation of a Registered Transaction with a Registered Person.

7.5 In order to qualify to be an Excluded Person or a Registered Person the individual or entity must have: toured the Property, submitted a letter of interest or intent, and/or made an offer to buy or lease the Property. In addition, Excluded Persons may only be registered by a broker who previously had a valid listing agreement covering the Property, and such broker may only register individuals and entities actually procured by such listing broker.

#### 8. OWNER'S REPRESENTATIONS.

Owner represents and warrants that:

(a) Each person executing this Agreement on behalf of Owner has the full right, power and authority to execute this Agreement as or on behalf of Owner;

(b) Owner owns the Property and/or has the full right, power and authority to execute this Agreement and to consummate a Transaction as provided herein, and to perform Owner's obligations hereunder;

(c) Neither Owner nor the Property is the subject of a bankruptcy, insolvency, probate or conservatorship proceeding;

(d) Owner has no notice or knowledge that any lessee or sublessee of the Property, if any, is the subject of a bankruptcy or insolvency proceeding;

(e) There are no effective, valid or enforceable option rights, rights of first refusal, rights of first offer or any other restrictions, impediments or limitations on Owner's right, ability and capacity to consummate a Transaction, except as disclosed in writing pursuant to Paragraph 3.2(b).

(f) That as of the date of this Agreement the asking sales price is not less than the total of all monetary encumbrances on the Property.

# LISTING Agreement

9. **OWNER'S ACKNOWLEDGMENTS.** Owner acknowledges that it has been advised by Agent to consult and retain experts to advise and represent it concerning the legal and tax effects of this Agreement and consummation of a Transaction or Alternative Transaction, as well as the condition and/or legality of the Property, including, but not limited to, the Property's improvements, equipment, soil, tenancies, title and environmental aspects. Agent shall have no obligation to investigate any such matters unless expressly otherwise agreed to in writing by Owner and Agent. Owner further acknowledges that in determining the financial soundness of any prospective buyer, lessee or security offered, Owner will rely solely upon Owner's own investigation, notwithstanding Agent's assistance in gathering such information.

10. **MISCELLANEOUS.**

10.1 This Agreement shall not be construed either for or against Owner or Agent, but shall be interpreted, construed and enforced in accordance with the mutual intent of the parties ascertainable from the language of this Agreement.

10.2 All payments by Owner to Agent shall be made in lawful United States currency. If Owner fails to pay to Agent any amount when due under this Agreement, then such amount shall bear interest at the rate of 15% per annum or the maximum rate allowed by law, whichever is less.

10.3 In the event of litigation or arbitration between Owner and Agent arising under or relating to this Agreement or the Property, the prevailing party shall be paid its attorney's fees and costs by the losing party. The term, "Prevailing Party" shall include, without limitation, one who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense. The attorney's fees award shall not be computed in accordance with any court fee schedule, but shall be in an amount to fully reimburse all attorney's fees reasonably incurred in good faith.

10.4 Owner agrees to indemnify, defend (with counsel reasonably acceptable to Agent), and hold Agent harmless from and against any claim or liability asserted against Agent as a result of the failure of Owner to make a full and complete disclosure pursuant to law and paragraph 3.2(a) or as a result of the fact that any of the representations made by Owner (see paragraph 8) were not true at the time that this Agreement was signed.

10.5 Owner hereby releases and relieves Agent, and waives Owner's entire right of recovery against Agent, for direct or consequential loss or damage arising out of or incident to the perils covered by insurance carried by Owner, whether or not due to the negligence of Agent.

10.6 In the event that the Transaction is not an outright sale, Owner agrees that if Agent is not paid the Agreed Commission provided for herein within thirty days of the date due, that Agent shall have a lien in the amount of such commission, and may record a notice of such lien, against the Property.

10.7 Owner agrees that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to the services to be performed by Agent pursuant to this Agreement may be brought against Agent more than one year after the expiration of the Term of this Agreement (see paragraph 1.3) and that the liability (including court costs and attorney's fees) of Agent with respect to any such lawsuit and/or legal proceeding shall not exceed any fee received by Agent pursuant to this Agreement, provided, however, that the foregoing limitation on liability shall not be applicable to any gross negligence or willful misconduct of Agent.

11. **ARBITRATION OF DISPUTES.**

11.1 ANY CONTROVERSY ARISING UNDER OR RELATING TO THIS AGREEMENT SHALL BE DETERMINED BY BINDING ARBITRATION TO BE CONDUCTED BY:  THE AMERICAN ARBITRATION ASSOCIATION OR  USING THE COMMERCIAL RULES ESTABLISHED BY SUCH ORGANIZATION OR IF NONE THE AMERICAN ARBITRATION ASSOCIATION'S COMMERCIAL RULES. ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED.

11.2 NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL. UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

11.3 WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

\_\_\_\_\_  
Owner's Initials

\_\_\_\_\_  
Agent's Initials

11.4 THE PROVISIONS OF THE ABOVE ARBITRATION CLAUSE SHALL NOT BE BINDING ON EITHER PARTY UNLESS BOTH PARTIES HAVE PLACED THEIR INITIALS UNDER PARAGRAPH 11.3.

12. **Additional Provisions:** Additional provisions of this Agreement are set forth in the following blank lines or in an addendum attached hereto and made a part hereof consisting of paragraphs \_\_\_\_\_ through \_\_\_\_\_ (if there are no additional provisions write "NONE"):

13. **Disclosures Regarding The Nature of a Real Estate Agency Relationship.** When entering into an agreement with a real estate agent an Owner should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction.

(i) **Owner's Agent.** An Owner's agent may act as an agent for the Owner only. An Owner's agent or subagent has the following affirmative obligations: *To the Owner:* a. A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings. *To a potential buyer/lessee and the Owner:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) **Agent Representing Both Parties.** A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both Parties in a transaction, but only with the knowledge and consent of the Parties. In a dual agency situation, the agent has the following affirmative obligations to both Parties: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Party. b. Other duties to the Owner as stated above in subparagraph (i). When representing both Parties, an agent may not without the express permission of the respective Party, disclose to the other Party that the Owner will accept rent/purchase price in an amount less than that indicated in the listing or that the buyer/lessee is willing to pay a higher rent/purchase price than that offered.

The above duties of the Agent do not relieve Owner from the responsibility to protect its own interests. Owner should carefully read all agreements to assure that they adequately express its understanding of the transaction.

"OWNER"

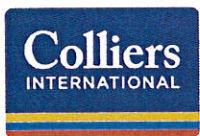
"AGENT"

\_\_\_\_\_  
By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Agent DRE License #: \_\_\_\_\_

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 500 N Brand Blvd, Suite 900, Glendale, CA 91203, Telephone No. (213) 687-8777. Fax No.: (213) 687-8616.

INITIALS

INITIALS



**COLLIERS INTERNATIONAL**

16830 Ventura Blvd., Suite J  
Encino, CA 91436

TEL + 1 818 905 5800

FAX + 1 818 325 4000

[www.colliers.com](http://www.colliers.com)

**ATTACHMENT “E” – CREI Proposal**

**ATTACHMENT “F” – NAI Capital Proposal**

**DUE TO THE VOLUMINOUS NATURE OF  
ATTACHMENTS E AND F, COPIES WILL BE  
AVAILABLE FOR VIEWING IN THE  
COMMUNITY DEVELOPMENT DEPARTMENT  
AND THE CITY CLERK’S OFFICE**

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## PUBLIC WORKS DEPARTMENT

### MEMORANDUM

**TO:** Mayor Sylvia Ballin and Councilmembers

**FROM:** Brian Saeki, City Manager  
By: Marlene M. Miyoshi, Interim Public Works Director  
Manuel Fabian, Civil Engineering Assistant II

**DATE:** June 2, 2014

**SUBJECT:** Consideration to Reject Construction Bids for the San Fernando Police Department Shooting Range Upgrade

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#### **RECOMMENDATION:**

It is recommended that the City Council:

- a. Reject all construction bids for the San Fernando Police Department Shooting Range Upgrade (the Project); and
- b. Authorize staff to re-assess and re-advertise the project.

#### **BACKGROUND:**

1. In June 2013, City Council approved the Fiscal Year (FY) 2013-2014 City Budget, including an upgrade to the Police Department Shooting Range with General Funds.
2. Staff prepared a bid package for the Project and on January 9, 2014, issued a Notice Inviting Bids in various construction publications.
3. The Bid Opening was set for March 6, 2014, but the project was expected to be delayed to July 1, 2014, due to budget constraints.

#### **ANALYSIS:**

The Project budget was originally estimated by the Police Department at \$35,000. However, on March 6, 2014, the City received only one bid for construction in the amount of \$45,000 from TMC Shooting Range Specialists, Inc. (Attachment "A").

## Consideration to Reject Construction Bids for the San Fernando Police Department Shooting Range Upgrade

Page 2

The bid analysis concludes with the finding: the City cannot enter into a contract whereby sufficient funds are not available. Staff is recommending the City Council reject the bid pursuant to the Public Contracts Code allowing cities to reject all bids at its discretion (Statute 20166 "Rejection of Bids; Re-Solicitation.").

Staff is proposing a review and/or edit of the technical specifications, and re-advertise the Project in FY 2014-2015 with a sufficient project budget.

### **BUDGET IMPACT:**

The rejection of the bid will have a net \$35,000 savings on this fiscal year's General Fund budget. The project is included in the proposed FY 2014-2015 budget at \$50,000, under the San Fernando Police Department Budget.

### **ATTACHMENT:**

A. TMC Shooting Range Specialists, Inc. Bid



## **AGREEMENT/PROPOSAL**

This Agreement/Proposal is made and entered into this 5th, day of March 2014 by and, TMC Shooting Range Specialists Inc, 27431 Santa Clarita rd. Santa Clarita, Ca 91350 ("TMC"), and. The City of San Fernando Police Department, collectively the "Parties," for the upgrade of shooting range Target system at the indoor shooting range.

The Parties agree as follows:

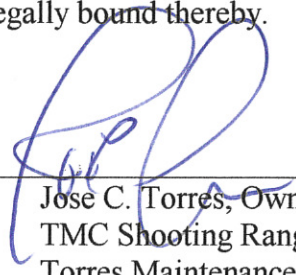
1. Firing range(s) will need to be shut down for a minimum of (1) One Month for the completion of the below described work, at no time will any employee, agent, officer, or city official will be permitted to enter work site or be present unless cleared in writing by a designated official employed by TMC Shooting Range Specialists one (1) day prior to visit.
2. The City of San Fernando Police Department will provide access for all equipment a designated area for repairs and installation of new equipment an 110v power source, access and an area to store all new and old equipment till completion of job.
3. TMC will remove older turning target motor assembly and install new 12-1833 CBM Turning Target motor assembly and new target holders. TMC will install CJ8 firing line cross-member along with new RM9K-LE Range master, Includes 17" Flat Panel monitor, Windows XP with interface. 12 months standard factory warranty, Operations and maintenance manuals.
4. TMC will move the target system up 12" inches higher from present location including all sound baffles and hardware needed to complete the job.
5. All light fixtures in the shooting range and range office will be modified to Led's new dimmers for the flood light which will also be modified to Led's.

6. Remove all sonic panels on walls and hard ceiling above shooting stalls clean and prep all surfaces replace with rubber panels 24"x24"x2" on same areas were old panels where located.
7. Contacts for this project TMC Jose Torres Sr (661) 510-3360 cell (661) 257-0181 Office (661) 257-0179 Fax e-mail [tmcranges@yahoo.com](mailto:tmcranges@yahoo.com) web site [www.tmcranges.com](http://www.tmcranges.com)
8. The cost to complete the above described work is \$45,000.00 Forty Five Thousand and 00/100.

Additional conditions: All work is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices and in accordance with all applicable federal, state and local laws, regulations and ordinances. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders by a City of San Fernando Police Department authorized agent and will become an extra charge over and above the above scope of work subject to budgeted and appropriated funds. Any substantial defect in workmanship will be remedied without cost to The City of San Fernando Police Department. TMC will not be held liable for pre-existing conditions at the City of San Fernando Police Department facility, including but not limited to existing contamination on surrounding areas, migration of contaminated dust from windy conditions during normal use, bounce backs, flood, wind, negligent use of bullet containment area, or lack of routine maintenance. TMC shall be responsible for such material, workmanship and equipment only as are under TMC's direct control.

14. Any party hereto may cancel this contract upon deliverance of at least thirty (30) days in advance written notice. In addition, at least fifteen (15) days in advance of any notice by The City of San Fernando Police Department of its intent to cancel, the contractor must be given a written list of any and all specific job deficiencies which contractor must be allowed to correct within a reasonable specified time before cancellation of this contract. In the event of a properly executed contract cancellation as above prescribed, all unpaid monies for services rendered become immediately due and payable to contractor.
15. This Agreement shall be effective on the date written below.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

By:   
\_\_\_\_\_  
Jose C. Torres, Owner/President  
TMC Shooting Range Specialists  
Torres Maintenance Company

Date: 3/3/2014

By: \_\_\_\_\_  
The City of San Fernando Police Department  
Designated Officials Signature

Date: \_\_\_\_\_

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## ADMINISTRATION DEPARTMENT

### MEMORANDUM

**TO:** Mayor Sylvia Ballin and Councilmembers

**FROM:** Brian Saeki, City Manager  
Fred Ramirez, Community Development Director

**DATE:** June 2, 2014

**SUBJECT:** Consideration to Adopt Resolution No. 7610 Approving the Reallocation of General Funds for a Temporary Part-Time Planning Consultant

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#### **RECOMMENDATION:**

It is recommended that the City Council adopt Resolution No. 7610 approving the reallocation of General Funds for a temporary part-time Planning Consultant.

#### **BACKGROUND:**

1. In December 9, 2013, the Interim City Manager concluded his temporary assignment and the City Council appointed the Community Development Director as the Interim City Manager. As part of the City Council action, it was noted by City staff that planning staff work would need to be supplemented by contracted Planning Consultants. As a result, the lone Planner in the Community Development Department was Assistant Planner Edgar Arroyo, who was now tasked with site plan review and project entitlement processing for all incoming projects.
2. On January 13, 2014, Contract Planner Catherine Johnson was hired for a period of three to four months to provide support services to then Assistant Planner Arroyo, on an emergency basis in order to address a backlog of entitlement projects, many of which had the potential to result in new property tax, business license, building permit, and/or sales tax revenue to the City. Based on the contract with Ms. Johnson's firm, her employment with the City concluded at the end of April of 2014.
3. On January 28, 2014, Assistant Planner Arroyo informed the Community Development Director/former Interim City Manager Fred Ramirez that he was resigning from the City of San Fernando after accepting an Associate Planner position at another municipality.
4. On February 21, 2014, Contract Planner Humberto Quintana from Evan Brooks Associates began work at the City (i.e., Mondays, Wednesdays and Fridays) for a total of approximately 27 hours per week for an initial contract period of three months, or until April 21, 2014. Mr.

Consideration to Adopt Resolution No. 7610 Approving the Reallocation of General Funds for a Temporary Part-Time Planning Consultant

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Quintana obtained approximately two days of training from Assistant Planner Arroyo prior to his departure.

5. On February 24, 2014, Assistant Planner Arroyo completed his final day of work with the City of San Fernando.
6. During Fiscal Year (FY) 2013-2014 Mid-Year Budget review, it was determined that there was a substantial salary savings in the Administration Department Personnel Costs account due to the absence of a permanent City Manager. Additionally, due to the Community Development Director's appointment to Interim City Manager, it was determined that there was a staff shortage in the Community Development Department. Consequently, during FY 2013-2014 Mid-Year Budget review, funds were reallocated from the Administration Department Personnel Costs account to the Contractual Services account to fund a Planning Consultant to assist with the staffing shortage.

**ANALYSIS:**

In the long term, it is the City's intent to hire a full-time Planning staff member to fill the currently vacant Planner position, but the hiring process (e.g., recruitment, screening, interview of prospective candidates, etc.) will take a few months to complete. Unfortunately, this is time the City does not have to go without Planning staff, which has the potential to result in loss of revenue and economic development opportunities that would in turn result in additional negative financial consequences to the City. Therefore, City staff is recommending approval of the Resolution (Attachment "A") facilitating reallocation of General Fund monies from Administration to the Community Development Department in order to fund temporary contract planning staff to help the Community Development Director process the backlog of entitlement applications as well as provide day-to-day counter services on Monday through Friday for the remainder of this fiscal year.

**BUDGET IMPACT:**

With the permanent City Manager position remaining vacant for several months, a substantial salary savings has occurred causing funds to be available to fund a temporary part-time Planning Consultant (\$21,550). Funds will be reallocated from the Administration Department's Personnel Costs account to the Community Development Department's Professional Services account. City staff anticipates that the additional cost in contract Planning staff will be offset by additional revenue from fees that have and will continue to be collected as part of the review and entitlement of development projects that will be completed between February 1, 2014 and June 30, 2014. Between February 1, 2014 and May 31, 2014, the City has collected an additional \$28,477 in zoning and planning fees alone.

Consideration to Adopt Resolution No. 7610 Approving the Reallocation of General Funds for a Temporary Part-Time Planning Consultant

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**CONCLUSION:**

City staff recommends City Council approval of the proposed budget reallocation from Administration Department Personnel Cost account to the Community Development Departments Professional Services account to facilitate contract Planning Services for the remainder of this fiscal year to provide ongoing Planning staff support in the review and processing of entitlement request for new development projects. Furthermore, this action will help streamline the City's review process for existing projects that are currently awaiting review by City planning staff.

**ATTACHMENT:**

A. Resolution No. 7610

**ATTACHMENT "A"****RESOLUTION NO. 7610****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET FOR THE FISCAL YEAR 2013-14 ADOPTED ON JULY 1, 2013**

**WHEREAS**, the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2013-14, commencing July 1, 2013, and ending June 30, 2014; and

**WHEREAS**, the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget; and

**WHEREAS**, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2013 and ending June 30, 2014, a copy of which is on file in the City Clerk's Office, has been adopted on July 1, 2013.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:**

**Section 1.** The following adjustments are made to the City Budget:

Fund 01-105-0000-4101  
(Temporary Part-Time Planning Consultant)  
     Decrease in Expenditures:                 \$19,800  
     Decrease in Revenues:                     \$19,800

Fund 01-105-0000-4105  
(Temporary Part-Time Planning Consultant)  
     Decrease in Expenditures:                 \$ 1,200  
     Decrease in Revenues:                     \$ 1,200

Fund 01-150-0000-4270  
(Temporary Part-Time Planning Consultant)  
     Increase in Expenditures:                 \$21,000  
     Increase in Revenues:                     \$21,000

**PASSED, APPROVED, AND ADOPTED** this 2<sup>nd</sup> day of June, 2014.

---

Sylvia Ballin, Mayor

**ATTEST:**

---

Elena G. Chávez, City Clerk

**STATE OF CALIFORNIA            )**  
**COUNTY OF LOS ANGELES        ) ss**  
**CITY OF SAN FERNANDO         )**

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 2<sup>nd</sup> day of June, 2014, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

---

Elena G. Chávez, City Clerk

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## RECREATION AND COMMUNITY SERVICES DEPARTMENT

### MEMORANDUM

**TO:** Mayor Sylvia Ballin and Councilmembers

**FROM:** Brian Saeki, City Manager  
By: Ismael Aguila, Recreation and Community Services Operations Manager

**DATE:** June 2, 2014

**SUBJECT:** Consideration to Approve Healthy San Fernando! Campaign

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#### **RECOMMENDATION:**

It is recommended that the City Council authorize the City Manager to allocate City staff to implement the Healthy San Fernando! Campaign (Health Campaign).

#### **BACKGROUND:**

1. On July 1, 2013, the City Council adopted City priorities, which included preliminary plans for implementing a 5K Relay Race.
2. On November 18, 2013, the City Council approved an amendment to the City priorities, which expanded the 5K Relay Race event to include a health campaign.
3. On February 11, 2014, the Parks, Wellness, and Recreation Commission unanimously recommended to agendaize the Healthy San Fernando! Campaign for City Council consideration at their March 3, 2014 regular meeting.
4. On March 3, 2014, the City Council approved the City of San Fernando Health Campaign and 5K Relay Race (Attachment "A"). The approval included: authorizing the Interim City Manager to allocate City staff to begin implementation plans, and to execute both a Letter of Agreement with W2 Promotions (to provide production services for the 5K Relay Race) and a Memorandum of Understanding with Valley Care Community Consortium (to provide fiscal sponsorship for the Health Campaign).

#### **ANALYSIS:**

##### Healthy San Fernando! Campaign

The Health Campaign is designed to bring awareness to adopting healthy lifestyles to help

## Consideration to Approve Healthy San Fernando! Campaign

Page 2

prevent chronic diseases. The project will include promotion of healthy eating and active living concepts into several yearly City-sponsored events, creation of a 5K Run/Walk Relay, and marketing outreach to residents of the City of San Fernando. The Health Campaign is scheduled to begin July 4, 2014, and end June 30, 2015 (refer to Attachment "A"). Six of seven events have been budgeted and are anticipated to have a minimal impact on City operations.

The 5K Run/Walk Relay is designed to be held at Recreation Park and will include a 1.03 mile loop around Park Avenue, First Street, and Fifth Street. There will be teams of three individuals recruited to participate in the event. Fund raising efforts and revenues for the 5K Run/Walk Relay will pay for expenses. Any additional funds will go to a City account to be used for additional wellness efforts in the City of San Fernando.

### Healthy San Fernando! Update

Since March 3, 2014, City staff has worked with members of the San Fernando Partnership for Healthy Families (Partnership), which includes Mission Community Hospital (MCH), Valley Care Community Consortium (VCCC), California State University, Northridge Kinesiology Department (CSUNKD), Kaiser Permanente, Viscom, Los Angeles County Department of Public Health (LACDPH), and members of the Healthy San Fernando! Advisory/Planning Committees.

It is anticipated that the Health Campaign will cost approximately \$26,000. According to the March 3, 2014 proposal approved by the City Council, the Partnership was to raise a minimum of \$12,000 by June 6, 2014 and \$20,000 by July 31, 2014. As of May 26, 2014, the Partnership has secured \$20,700 in cash donations and/or registration commitments for the Healthy San Fernando! Campaign (Attachment "B"). This includes Providence Holy Cross Medical Center as the title sponsor for the 5K Run/Walk Relay. In addition, there is a potential of an additional \$10,000 to \$20,000 in cash contributions and/or in-kinds from several partners/sponsors that have not been secured as of yet.

The Health Campaign will include promotion of healthy eating and active living concepts into several yearly implemented City-sponsored events and marketing outreach to residents of the City of San Fernando. In partnership with the Los Angeles County Department of Public Health, the Health Campaign will utilize the proven health message campaigns via poster displays, flyer distributions, public service announcements, and local media print/radio media (Attachment "C"). These messages will be strategically released throughout the year. In addition, Los Angeles County Department of Public Health is currently developing a survey to measure any success and/or collect baseline health data.

- Healthy San Fernando! Campaign: Created with Funding from Kaiser, this will be the City's internal branding campaign promoting health where we live, work, and play.
- Providence Holy Cross San Fernando 5K Run/Walk Relay: This campaign will promote physical activity and registration for the 5K Run/Walk Relay scheduled for September 27, 2014.
- Choose Health LA: This is a local initiative of the Los Angeles County Department of Public

## Consideration to Approve Healthy San Fernando! Campaign

Page 3

Health to prevent and control chronic disease in Los Angeles County. The awareness campaign includes messages that encourage residents to lower the number of calories they consume in each meal, reduce the amount of sugar in drinks each day, and lower sodium in their diet. In addition, this campaign program works with restaurant operators to offer customers the option to choose a smaller portion size in addition to existing menu items, and offer parents more options to choose healthier children's meals.

- My Healthy Campaign: An initiative from the Centers for Disease Control and Prevention and Division of Community Health to help reduce obesity in adult and children in the United States. The awareness campaign includes messages to encourage children to reduce TV time, play sports, play and exercise.

In the next few weeks, City staff will work with members of the San Fernando Partnership with Healthy Families to begin final preparations for implementing Healthy San Fernando! City Staff will provide a Health Campaign update to the City Council at their regular August 4, 2014 meeting.

### **CONCLUSION:**

Cities and their residents are facing increased health care costs and diminished quality of life due to the epidemic of obesity and being overweight. The Health Campaign will provide the City with the opportunity to promote healthy eating and active living to residents of the City of San Fernando in order to help avoid chronic diseases, including diabetes. As of May 26, 2014, the San Fernando Partnership for Healthy Families has raised \$20,700. It is expected that an additional \$10,000 to \$20,000 will be generated in revenues by September 27, 2014. Therefore, City staff is recommending that the City Council authorize the City Manager to allocate City staff to implement the Healthy San Fernando! Campaign.

### **BUDGET IMPACT:**

There will be no impact to the General Fund. All fees associated with the Health Campaign will be paid through the fiscal agent, VCCC, and from fundraising efforts secured by the San Fernando Partnership for Healthy Families.

### **ATTACHMENTS:**

- A. City Council Staff Report (March 3, 2014)
- B. Summary of Fundraising Efforts
- C. Health Messages/Promotional Material

## RECREATION AND COMMUNITY SERVICES DEPARTMENT

### MEMORANDUM

**TO:** Mayor Antonio Lopez and Councilmembers

**FROM:** Fred Ramirez, Interim City Manager  
By: Ismael Aguila, Recreation and Community Services Operations Manager

**DATE:** March 3, 2014

**SUBJECT:** Consideration to Approve the City of San Fernando Health Campaign and 5K Relay Race

---

#### **RECOMMENDATION:**

It is recommended that the City Council:

- a. Authorize the Interim City Manager to allocate City staff to begin plans for implementing the City of San Fernando Health Campaign and 5K Race (Health Campaign);
- b. Authorize the Interim City Manager to Execute a Letter of Agreement (Attachment "A") with W2 Promotions (W2P) to provide production services for the 5K Relay Race for an amount not to exceed \$6,000; and
- c. Authorize the Interim City Manager to Execute a Memorandum of Understanding (Attachment "B") with Valley Care Community Consortium (VCCC) to provide fiscal sponsorship for the Health Campaign.

#### **BACKGROUND:**

1. In 2004, the League of California Cities adopted an Annual Conference Resolution to encourage cities to embrace policies that facilitate activities that promote healthier communities, include healthy eating, and adopt city design and planning principles that encourage all citizens to exercise.
2. In 2006, the League of California Cities adopted a Resolution to work together with the Institute for Local Government, and the cities, counties, and schools partnership to develop a clearinghouse of information that cities can use to promote wellness policies and healthier cities. In response to the League of California Cities Resolution, the League, along with the cities, counties, schools partnership, and the California Center for Public Health Advocacy launched the "Healthy Eating Active Living (HEAL) Cities Campaign."

## Consideration to Approve the City of San Fernando Health Campaign and 5K Relay Race

Page 2

3. On March 1, 2010, the City Council adopted a Resolution declaring the City of San Fernando a "California Healthy City & Community."
4. In March of 2011, the RCS Department established a partnership with Mission Community Hospital, California State University, Northridge, and Kaiser Permanente titled the *San Fernando Partnership for Healthy Families*.
5. On November 7, 2011, the City Council adopted a Resolution establishing a healthy food and beverage policy within City-owned public facilities.
6. On September 4, 2012, the City of San Fernando adopted comprehensive regulations governing smoking in outdoor places.
7. In March of 2013, the City of San Fernando 100 Citizens Program was awarded First Lady Michelle Obama's "Let's Move Campaign Video Challenge."
8. On July 1, 2013, the City Council adopted City priorities, which included preliminary plans for implementing a 5K Race.
9. On November 18, 2013, City Council approved an amendment to the City priorities, which expanded the 5k Relay Race event to include a health campaign.
10. On February 11, 2014, the Parks, Wellness, and Recreation Commission unanimously recommended to place the Health Campaign on the next City Council Meeting.

**ANALYSIS:**City Residents Health

The United States faces increased health care costs and diminished quality of life. In particular, over the past three decades, childhood obesity rates in the United States have tripled. Today, nearly one in three children in the United States is overweight or obese. This epidemic is estimated to cost Americans \$150 billion in added health care expenses every year. According to Los Angeles County Department of Public Health, 37.7% of children in San Fernando are overweight, compared to 23.0% of children in Los Angeles County. Overweight children and adults are at greater risk for developing numerous adverse health conditions that include: stroke, type 2 diabetes mellitus, high blood pressure, high cholesterol, certain cancers, and depression. In addition, the City of San Fernando is a predominantly Hispanic community, and according to the Office of Minority Health, Mexican Americans are almost twice as likely as non-Hispanic Whites to be diagnosed with diabetes. Because diabetes is prevalent in this population, it is predicted that 1 in 3 U.S. born children could develop diabetes during their lifetime.

Promoting Healthy Eating and Active Living

Cities and their residents are facing increased health care costs and diminished quality of life due to the epidemic of obesity and overweight. City leaders across California are stepping up to help stem the obesity epidemic in their communities (Source: Cities' Role in Reversing the Obesity

## Consideration to Approve the City of San Fernando Health Campaign and 5K Relay Race

Page 3

Epidemic, The Healthy Eating Active Living Cities Campaign). Being overweight or obese is the result of consuming too many calories and not getting enough physical activity. According to the Community Preventive Services Task Force, there are strategies for improving eating and physical activity behaviors that can be utilized by public health professionals, community organizations, legislators, departments of parks, recreation, transportation, and planning, and the media, which can include:

- *Behavioral and Social Approach:* aim to improve health by teaching behavior change skills and providing social support for people who are trying to begin or continue regular physical activity.
- *Campaigns and Informational Approach:* aim to change knowledge about physical activity benefits, increase awareness about ways to increase physical activity in the community, explain how to overcome barriers and negative attitudes about physical activity, and increase participation in community-based activities.
- *Environmental and Policy Approach:* designed to provide opportunities, support, and cues to help people be more physically active. They may involve the physical environment, social networks, organizational norms and policies, and laws.

Many national efforts have focused on encouraging the public to make healthy food choices along with increasing their level of physical activity, which include the First Lady Michelle Obama's Let's Move Campaign, President's Challenge Program, National Football League PLAY 60 Campaign, and the California Center for Public Health Advocacy's Healthy Eating and Active Living Campaign. In addition, many cities have implemented city-wide health campaigns, which include City of Baldwin Park, City of El Monte, and the City of Fontana.

#### Proposed Campaign

The proposed Health Campaign will provide the City the opportunity to implement two of the three strategies listed above. The campaign is designed to bring awareness to adopting healthy lifestyles to help prevent chronic diseases that include diabetes. The project will include promotion of healthy eating and active living concepts into several yearly implemented city-sponsored events, creation of a 5K Relay Race, and marketing outreach to residents of the City of San Fernando. The campaign is scheduled to begin July 4, 2014 and end June 30, 2015 (refer to Attachment "C"). Six of seven events have been budgeted annually and are anticipated to have a minimal impact on city operations. The 5K Relay Run/Walk is designed to be held at Recreation Park and will include a 1.03 mile loop around Park Avenue, 1<sup>st</sup> Street, and 5<sup>th</sup> Street. There will be teams of three individuals recruited to participate in the event. Revenues will pay for expenses. Any additional funds will go to a City account to be used for additional wellness efforts in the City of San Fernando.

#### Oversight Committees

City staff will oversee the planning and implementation of the Health Campaign. Due to budget restraints, there will be two Committees formed to assist City staff. The Planning Committee is composed of City partners from the *San Fernando Partnership for Healthy Families, City Partners*, and CSUN student volunteers to assist with event logistics, marketing, outreach, and fundraising. The Advisory Committee is composed of community leaders that will provide guidance and directions to the Planning Committee and City staff.

Consideration to Approve the City of San Fernando Health Campaign and 5K Relay Race  
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Projected Revenues and Expenditures

It is the goal of City staff and the Committees to implement a cost neutral campaign. It is estimated that the total budget for the Health Campaign will be approximately \$26,000 (Refer to Attachment "C"). In addition, it is estimated that the campaign can generate up to \$39,000 in fees from sponsorships, race entrance fees, and a planned vendor fair. There will be two fundraising deadlines followed to ensure the City does not over commit financially. If these milestones are not achieved then the campaign and/or race will be cancelled.

- June 6, 2014: \$12,000 (or 50% of estimated costs) raised
- July 31, 2014: \$20,000 (or 75% of estimated costs) raised

W2 Promotions

City Staff contacted several race event companies to provide technical assistance to City staff and the event Committees to ensure a safe and successful event. The benefits of event companies are that they help expedite and streamline the event planning by providing numerous resources to help increase revenues and decrease expenditures. It is City staff and the Advisory Committee's assessment that W2 Promotions is the most qualified consultant for the City 5K Relay Race. W2 Promotions was founded in 1980 by marathon runner Walt Walston to provide running event management services to non-profit organizations and corporations. With their extensive background and experience, W2 Promotions is specifically designed to help clients raise awareness and funds by organizing 5K & 10K runs and walks, marathons, triathlons, dog runs and family fun runs. W2 Promotions has put on running events throughout the greater Southern California area in venues as diverse as the Universal Studios Backlot, the Palos Verdes Peninsula, the Los Angeles Zoo, and downtown Los Angeles. The L.A. Leggers, the San Pedro and Peninsula YMCA, and Music Matters are just a few of the non-profit organizations that have benefitted from W2 Promotions' expertise. All W2 Promotions events are USA Track & Field certified and W2 Promotions works with the top rated race results companies, including Prime Time, to ensure that events are professional and successful. All W2 Promotions services fees will be paid by the Fiscal agent from all revenues collected.

Fiscal Agent

The Valley Care Community Consortium will assume the role of fiduciary agent for City of San Fernando for the 2014-2015 Health Campaign and Relay Race as described in the Memorandum of Understanding (Attachment "B"). Fiscal responsibilities will include processing check requests, purchase orders, disbursement of funds, and appropriate subcontracts with consultants and vendors as directed by City of San Fernando. Fiscal reports on the distribution of funds will be provided as needed by City of San Fernando and grant reporting guidelines. No payments will be distributed without the written approval of a designated City of San Fernando authorized staff member. In addition, VCCC will process a check to the City of San Fernando to cover staff salaries for the 5K Race Event Day from fundraising efforts. The RCS Department will budget for staff salaries in the Recreation Account (Fund 17) for Fiscal Year 2014-15.

Consideration to Approve the City of San Fernando Health Campaign and 5K Relay Race  
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**CONCLUSION:**

Cities and their residents are facing increased health care costs and diminished quality of life due to the epidemic of obesity and being overweight. The Health Campaign will provide the City with the opportunity to promote healthy eating and active living to residents of the City of San Fernando in order to help avoid chronic diseases, including diabetes. Therefore, City staff is recommending that the City Council: 1) authorize the Interim City Manager to allocate City staff to begin plans for implementing the City of San Fernando Health Campaign and 5K Race (Health Campaign); 2) authorize the Interim City Manager to execute a Letter of Agreement (Attachment "A") with W2 Promotions (W2P) to provide production services for the 5K Relay Race for an amount not to exceed \$6,000; and, 3) authorize the Interim City Manager to execute a Memorandum of Understanding (Attachment "B") with Valley Care Community Consortium (VCCC) to provide fiscal sponsorship for the Health Campaign.

**BUDGET IMPACT:**

There will be no impact to the FY 2013-2014 General Fund. If the project is not cancelled prior to August 1, 2014, there will be an impact of up to \$6,000 during FY 2014-2015, which would be paid through the Recreation Account (Fund 17). However, City staff will work with all partners involved to ensure the project meets all fundraising deadlines so that the Health Campaign is fully funded. All fees associated with the Health Campaign will be paid through the fiscal agent (VCCC) from fundraising efforts secured by the date July 31, 2014.

**ATTACHMENTS:**

- A. Letter of Agreement
- B. Memorandum of Understanding
- C. Health Campaign and 5K Relay Race Proposal



ATTACHMENT "A"

**W2 PROMOTIONS**  
LETTER OF AGREEMENT

This letter is an agreement between W2 Promotions and The City of San Fernando for the services of W2 Promotions to aid in the production of the 1<sup>st</sup> annual 5K Relay. This event is to be held at Recreation Park, in the City of San Fernando.

The City of San Fernando will pay an administrative fee of \$5,000.00 to W2 Promotions for their services on the following payment schedule: \$1,000.00 on August 1, 2014, \$2,000.00 on September 1, 2014, with the balance of \$2,000.00 paid on event day, Saturday, October 4, 2014.

Walt Walston, president of W2 Promotions will attend one committee planning meeting prior to August 1, 2014 at no charge. If the event is canceled after August 1<sup>st</sup>, a \$500 fee is to be paid within two weeks of its cancellation.

Fees of \$1,000.00 are due and not refundable if the event does not occur for any reason, or if another promotion company or person replaces W2 Promotions in the capacity of the Course Director and event promoter, on or after August 1, 2014.

W2 Promotions will provide two (2) professional course officials to assist on event day, one volunteer coordinator and one expo coordinator under the guidance and supervision of Walt Walston of W2 Promotions. These two course officials, the volunteer coordinator and expo coordinator to be paid on event day by The City of San at \$250.00 each.

Also, W2 Promotions' Exhibitor Coordinator will solicit and coordinate the arrival of exhibitors and food and drink for the event, at a fee of \$50 for each exhibitor and food/drink product secured. Exhibitors will pay an agreed amount for an expo space while product sponsors will not pay for a table or booth space for their donation of product. The City and Parks Department will have free space in the expo area for an information table and for their sponsors, coordinated by our expo coordinator. If the city's Fire Marshal requires an expo layout map, a fee of \$250 will be added for the expo coordinator to provide said map.

Also, W2 Promotions and Employees will be named as additionally insured agent's in the event insurance coverage as well as named as a waived party on the race entry form.

Also, W2 Promotions shall obtain and maintain, at its sole cost and expense, comprehensive public liability and property damage coverage, insuring against claims for injuries to persons and property occurring in, upon or about the Facility that has a limit of liability, per occurrence and aggregate, of not less than Two Million Dollars (\$2,000,000) for injuries to person or persons, and not less than One Million Dollars (\$1,000,000) for property damage. Such coverage shall (a) name City as an additional insured, (b) provide that coverage afforded thereby will be primary and that any coverage carried by City shall be noncontributing with respect thereto, and (c) contain a waiver of any right of subrogation against City that arises, or might arise, by reason of any payment under such policy or by reason of any act or omission of City.

It is understood that The City of San Fernando will be responsible for securing the necessary road cones, barricades and small equipment truck for course work on event day.

Also, any additional expenses not previously agreed upon and incurred by W2 Promotions through permission of The City of San Fernando will be paid no less then one week after the event, upon submission of receipts by W2 Promotions.

Mutually agreed upon the below listed dates:

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City of San Fernando/City Manager

-----  
Date

-----  
W2 Promotions / Walt Walston

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Date

**ATTACHMENT "B"****Memorandum of Understanding between Valley Care Community Consortium and City of San Fernando**

This Memorandum of Understanding (MOU) is entered into by Valley Care Community Consortium (VCCC), located at 7515 Van Nuys Blvd. 5<sup>th</sup> Floor, Van Nuys, CA 91405 (housed at Mid Valley Comprehensive Health Center) and City of San Fernando. The purpose of the MOU is to define a fiduciary relationship between VCCC and City of San Fernando for financial administration of designated projects related to the City of San Fernando's 2014/2015 Health Campaign and 5 K Relay Race, as decided by mutual agreement of both parties.

Whereas,

1. Valley Care Community Consortium is a 501 (C) (3) non-profit health and mental health planning consortium dedicated to acting as a catalyst for improving access to care within Service Planning Area 2 of Los Angeles County. The VCCC Vision; Valley Care Community Consortium leads a collaboration of public and private community partners to advocate, plan, assess needs and facilitate development of effective programs and policies to improve the health of the residents in the San Fernando and Santa Clarita Valleys. VCCC has developed expertise in grant administration including fiscal management of grant funds.
2. City of San Fernando – began preliminary plans for a health campaign and 5K to take place between July 1, 2014 and June 30, 2015. The project is designed to bring awareness to residents of the City of San Fernando to adopt healthy lifestyles to avoid chronic diseases, including diabetes. The project will include several events, with a major focus on a large 5K Relay Race scheduled for October 4, 2014.
3. City of San Fernando – has several grant –funded projects and sub-contracts in place currently, none of which VCCC is the fiscal agent. Upon mutual agreement of this MOU the City of San Fernando is agreeing that VCCC will act in the role of fiscal agent for the sole purpose of the Health Campaign and Relay Race. The City of San Fernando has requested that VCCC provide these services.

**A. Responsibilities for Valley Care Community Consortium**

A-1 VCCC when requested will assume the role of fiduciary agent for City of San Fernando for the 2014-2015 Health Campaign and Relay Race. Fiscal responsibilities will include processing check requests, purchase orders, disbursement of funds, and appropriate subcontracts with consultants and vendors as directed by City of San Fernando. Fiscal reports on the distribution of funds will be provided as needed by City of San Fernando and grant reporting guidelines. Expense vouchers, mileage reports, purchase orders and all items needing reimbursement will be reviewed for contract line item compliance and all funds to be paid out must be submitted by way of voucher, expense report, invoice or other electronic or hard copy request for items not requested in such manner receipts must be submitted prior to being reimbursed. VCCC will complete all required financial reports within 5 business days of request. All reports required by funders will be completed at least five days prior to the due date for review by City of San Fernando.

A-2 Any future consultants to be hired for City of San Fernando projects where VCCC serves as the fiscal agent will be selected by City of San Fernando however notification of changes in staffing and consultants should be made known to VCCC so that correct payment obligations are known.

A-3 VCCC will insure that there is no duplication of charges across various funding sources. At the direction of City of San Fernando, VCCC will also obtain any necessary approvals to move funds or add line items to the budget as directed by City of San Fernando as/and allowed by the funding source.

A-4 VCCC will have the right to decline City of San Fernando projects that may not be in alignment with the VCCC Vision or Mission, are not part of the health campaign, and/or in those instances where VCCC is planning to apply to the same funder and therefore may create a conflict of interest.

A-5 VCCC Director must have the approval of the VCCC Board of Directors to assume the role of fiscal agent for the project request.

## **B. Responsibilities of City of San Fernando**

B-1 City of San Fernando is responsible for achieving the overall objectives of the projects and is responsible for meeting the grant/funding objectives as set forth in the grant/funding agreement. In addition City of San Fernando will direct the spend-down of grant funds as listed in the approved grant budget.

B-2 City of San Fernando will supervise and direct the work of City of San Fernando staff and consultants, including the Program Manager and other staff members and consultants that are hired for the purpose of completing the objectives of the funded project.

B-3 City of San Fernando will acknowledge VCCC's fiscal agent role as appropriate in written and verbal communications and in return VCCC will acknowledge and credit City of San Fernando for outcome accomplishments achieved as a result of the funded project.

B-4 All invoices and financial issues will be brought to the Director of VCCC for approval and payment. City of San Fernando will designate up to two (2) individuals who will be authorized to sign and approve all invoices to be paid out by VCCC. No payments will be distributed without the written approval of a designated City of San Fernando authorized staff member. Approval will be accepted via hard copy with signature or via email correspondence.

B-5 City of San Fernando will communicate directly with VCCC director or member of the VCCC Executive Committee member of the VCCC Board of Directors regarding any financial and operational matters at least annually or on an as needed basis pending issues that may arise.

B-6 For grants and subcontracts in which VCCC will be the fiscal agent, VCCC will use an indirect rate of 8% for one year projects and 10% for multi-year projects when creating a budget. Any variation from these stated rates will be negotiated in advance to reach a mutually satisfactory agreement and must be approved by City of San Fernando leadership and VCCC Board of Directors. VCCC will have an opportunity to review grant budgets prior to their submission to funders for those that VCCC is to provide fiscal oversight.

**C. Term of the Agreement**

This Agreement will commence on March 15, 2014 and will remain in force for one year or until grant activities are complete and funds expended. This Agreement may be automatically renewed annually as mutually decided by VCCC and City of San Fernando.

The Agreement may be terminated by either party prior to grant completion upon a 60-day written notice. If terminated prior to grant completion City of San Fernando will be required to cc funder if they terminate the contract and if VCCC terminates the contract they will be required to notify the funder that they will no longer act in the role of fiscal agent and provide a detail report to City of San Fernando and funder of status of grant funds as of termination date.

Fred Ramirez, Interim City Manager, City of San Fernando	Date

Joni Novosel, Director, Valley Care Community Consortium (VCCC)	Date

Bonnie Bailer, President VCCC Board of Directors	Date

## ATTACHMENT "C"



**PROJECT TITLE: CITY OF SAN FERNANDO HEALTH AWARENESS CAMPAIGN**

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**OVERALL PROJECT DESCRIPTION:**

Begin plans for a health campaign and 5K for FY 2014/2015. This project is designed to bring awareness to residents of the City of San Fernando to adopt healthy lifestyles to avoid chronic diseases, including diabetes. The project will include several annual city-sponsored events and one new event that would provide access for the city/partners to communicate to the community about chronic disease awareness/prevention.

**Events (July 4, 2014 to June 2015) include:**

1. Summer Nights at the Park, featuring (Summer, 2014)
  - Family Swim
  - Concerts
  - JAM Sessions
  - Dive-in movies
2. 5K Relay Race – October, 2014 (New event)
3. Day of the Dead Celebration – November, 2014
4. Diabetes Expo – November, 2014
5. Holiday Celebrations - December, 2014
6. Annual New Year's Exercise Marketing Campaign (January 2015)
7. Egg Hunt (April, 2015)

**Year round Marketing (July 4, 2014 to June 2015):**

- Deliver pre-existing health campaigns promoting Healthy Eating and Active Living into events, park facilities, water bill, bus shelters, trolley systems, and local media outlets. It is estimated that outreach could be as much as 81,000 people. The messages utilized may include the following:
  - Network for a Healthy California: Champions for Change, Champion Moms Campaign and;
  - County of Los Angeles: Rethink Your Drink Campaign

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## **PARTNERS**

The partners involved with the health campaign, include Mission Community Hospital, Valley Care Community Consortium, Kaiser Permanente, California State University, Northridge, and Kiwanis.

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## **PROJECT MANAGEMENT**

City staff will oversee the project with assistance from the following committees:

1.) Advisory Committee = Guidance and directions to planning committee

- Councilmember: Robert Gonzalez
- 2 Parks and Recreation Commissioners: Danitza Pantoja, Joe Ponce
- RCS staff: Ismael Aguila
- Local partners:
  - Audrey Simons, Mission Community Hospital
  - Joni Novosel, Valley Care Community Consortium
  - Amy Weisse, Kaiser Permanente
  - Dr. Frank Alvarez, Los Angeles County Department of Public Health
  - Dr. Steven Loy, California State University, Northridge

2.) Planning Committee = logistics of event, contacting sponsors, etc.

- CSUN graduate volunteers
- Appointed staff from Advisory Committee
- City Staff
- Local Partners

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## **ESTIMATED EXPENDITURES FOR CAMPAIGN & RACE**

- T-shirts - \$3-5/shirt (1000 shirts) - \$3,900 total
- Street closure (PW) - \$3500
- Security (PD) - \$1500
- Race day/finish line equipment  
(Registration, start/finish line, signs, bibs, clocks, etc.) - \$3250
- Medical - \$500
- Food/water - \$2000
- Marketing/race form entry material - \$4,000
- Stage/Entertainment - \$1500
- Table/chairs - \$600
- Consultant: \$5,000
- Paid Assistants for Race Day: \$500

**Total expenditures: \$26,250**

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## **REVENUES FOR CAMPAIGN & RACE: \$28,000 - \$39,000**

Sponsorships: \$15,000-\$20,000

Registration: \$10,000 - \$14,000

Vendors: \$3,000 - \$5,000

### **METHOD: #1. Race Registration**

#### **Categories include:**

**Open:** Open to all of all ages/levels - \$45/team

**Family:** composed of family members (min 1 child and 1 adult) - \$39/team

**School:** representing school - \$39/team

**Corporate:** employees of business - \$55/team

#### **Event Race/Walk:**

This race event will be held at Recreation Park and is designed to encourage families and non-experienced race individuals to accomplish the goal of a 5K race.

There will be three with a will include the following:

1. **5K Relay Run/Walk:** This is a 1.03 mile loop starting on 1<sup>st</sup> Street, on to Park Street, up to 5<sup>th</sup> Street, and return back. There will be teams of 3 recruited to participate in the event. Each participant will run/walk one loop of the course with a pass of a baton.
2. **Tot Run:** This “dash” will be for the youngsters and be held in Recreation Park.
3. **Health Fair:** Invite vendors to provide health and wellness information/resources to participants of the race.

### **METHOD #2: Sponsorship Levels**

- Title Sponsor - \$10,000 (maximum of 1)
- Platinum Sponsor - \$5,000 (maximum of 2)
- Gold Sponsor - \$2,500
- Silver Sponsor - \$1,000
- Bronze Sponsor - \$500
- Friend Sponsor - \$250

### **METHOD #3: Misc.**

- Vendors – sell spaces for funding
- Parking space costs
- Donations
- Grants

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### **FUNDRAISING:**

- City staff will manage the project with assistance from the Planning Committee, CSUN interns, Advisory Committee, and Event Consultant. City staff will not be responsible for fundraising. Revenues will go to pay for health campaign expenses. Any additional funds will go to city wellness account.
- Deadlines:

- June 6, 2014: \$12,000 (or 50% of estimated costs) raised
- July 31, 2014: \$20,000 (or 75% of estimated costs) raised

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#### **FISCAL AGENT:**

##### ***Valley Care Community Consortium***, Non-profit # C2944518

- Established in 1995, Valley Care Community Consortium (VCCC) is the health and mental health planning collaborative for Los Angeles County's Service Planning Area 2 (SPA 2), representing the 2 million plus residents of the San Fernando and Santa Clarita Valleys.
- Collaborative partner with City: Diabetes Expo, Disaster Preparedness Program, City Walking Programs.
- Provide the City with detail accounting of the expenditures and revenues of the Health Campaign.

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#### **CONSULTANT:**

The City will contract out with a W2 Promotions to maximize efforts and minimize impact on city staff. The Consultant will coordinate with the Planning Committee, Advisory Committee, CSUN volunteers, and City Staff to aid in the "production" of the Race. His services are \$5,000 with a payment schedule of:

- \$500 fee if event is cancelled after April 1<sup>st</sup> and before August 1, 2014
- \$1,000.00 on/after August 1, 2014
- \$2,000.00 on/after September 1, 2014
- The balance of \$2,000.00 paid on event day, Saturday, October 4, 2014

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#### **IN-KIND ASSISTANCE:**

- **California State University, Northridge**
  - CSUN's The Center for Visual Communication (VISCOM) to provide marketing and branding technical assistance. They will develop brochures, posters, cards, etc. for all marketing, fundraising, etc.
  - The Kinesiology Department will provide:
    - 4 volunteers to assist with planning, marketing, and fundraising
    - 30+ student volunteers to help on race day
  - CSUN Wellness Institute will provide assistance in marketing the race for participants and volunteers for the day of the event.
- **Mission Community Hospital**
  - Assist with fundraising, planning of logistics, and marketing of event.
- **Valley Care Community Consortium**
  - Assist with fundraising, planning of logistics, and marketing of event.
  - Agree to be a fiscal sponsor for all fundraising of for the event.
- **Kaiser**
  - Assist with planning of logistics and marketing of event.



- **Los Angeles County Department of Public Health**
  - Provide technical assistance to gathering and interpreting health data of campaign success.
  
- **Kiwanis**
  - Assist with planning of logistics and marketing of event.

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**ESTIMATED RCS STAFF HOURS INVOLVED:**

**YTD:** 23-hours as of March of 2014

**Projected:** 2-4 hours/week (March, 2014 to November, 2014)

.5/week (December, 2014 to June 2015)




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## HEALTHY SAN FERNANDO! SUMMARY OF FUNDRAISING EFFORTS

(As of May 28, 2014)

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### SECURED MONIES FOR HEALTHY SAN FERNANDO! CAMPAIGN (TOTAL: \$20,700)

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- **Providence Holy Cross Medical Center (Title Sponsor for 5K Race)**  
\$10,000 Cash Donation
- **Republic Services**  
\$4,000 in Cash Donation
- **Coca-Cola/Dasani Company**  
\$2,000 Cash Donation plus water donations
- **Fleet Feet Sports**  
\$2,700 in 5K Registration commitments; plus in-kinds community training program, 30% discount on apparel for 5K participants, free educational workshops, and 5K marketing.
- **Kiwanis**  
\$1,000 in 5K Registration Fees
- **San Fernando Police Association**  
\$500 Cash Donation
- **Law Firm of Oliverez Madruga**  
\$500 Cash Donation

### SECURED IN-KINDS FOR HEALTHY SAN FERNANDO! CAMPAIGN (TOTAL: \$7,500)

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- **San Fernando Sun**  
\$5,000 in marketing ad space in print/online media
- **Alas Media**  
\$2,500 in promotional videos for 5K race and managing social media marketing efforts for 5K race.

### POTENTIAL MONIES/IN-KINDS FOR HEALTHY SAN FERNANDO! CAMPAIGN (TOTAL: \$1,000 - \$26,000)

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- **Kaiser Permanente**  
\$1,000 Cash Donation
- **Facey Medical Center**  
Undetermined Amount of Cash Donation
- **L.A. Care**  
\$5,000 - \$10,000 Cash Donation
- **Revenues for 5K Race**  
\$7,500 - \$15,000 in Cash Fees



# *Promoting Health Where We Live, Work, and Play!*



List of sponsors/partners:





DRAFT

# *Promoting Health Where We Live, Work, and Play!*



List of sponsors/partners:





# *Promoting Health Where We Live, Work, and Play!*



List of sponsors/partners:





# *Promoting Health Where We Live, Work, and Play!*



List of sponsors/partners:





DRAFT

My Run/Walk, My Health, My Life!  
Or  
My Family, Our Health, Our Lives!

**REGISTER AT: [www.sfcity.org](http://www.sfcity.org)**

**Saturday, September 27, 2014**

List of Sponsors

# CHOOSE HEALTH LA!

SAMPLE

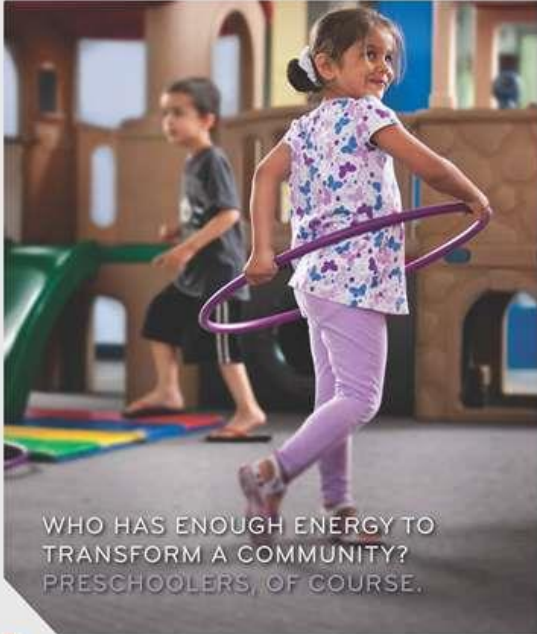


Extra calories in sugar-loaded drinks may lead to obesity, diabetes, heart disease and some cancers. [CHOOSEHEALTHLA.com](http://CHOOSEHEALTHLA.com)





# CDC Resource: Health Messages



**WHO HAS ENOUGH ENERGY TO TRANSFORM A COMMUNITY? PRESCHOOLERS, OF COURSE.**

It's no secret that kids have renewable, virtually inexhaustible energy. The question for local childcare centers was channeling the flow to find new ways of integrating movement into learning. In partnership with Orange County Public Health, 17 providers studied their policies and developed new practices that keep kids active and "moving throughout" the day. How would you improve the health of this community? Share your ideas at [makingitbetter.org](http://makingitbetter.org).

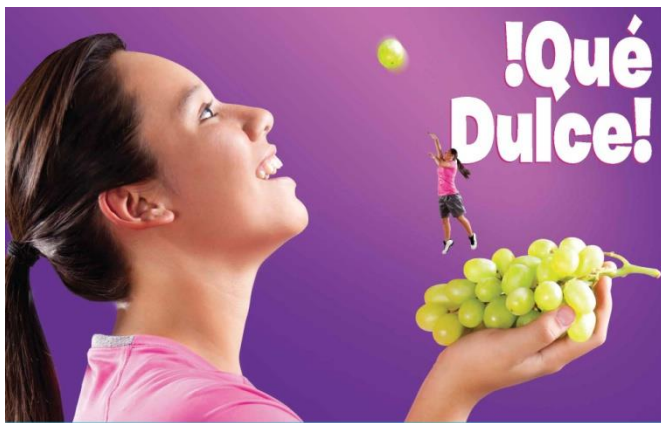
Made possible by funding from the Department of Health and Human Services.

**Making It Better**  
 education • education • education • education



**My balance is: Walking 30 minutes today for a healthier tomorrow.**

Healthier communities start with a balance between better nutrition and more physical activity. That city is making it easier to do both. Learn more from us at... [Balance.org](http://Balance.org).

**!Qué Dulce!**

**ATINALE CON UN APERITIVO SALUDABLE.** Un balance entre comer bien y estar activo puede mantenerte en la cima de tu juego – en la cancha o en la escuela. Encuentra un montón de formas para mantenerte saludable en [HealthyPima.org](http://HealthyPima.org)



Hecho posible por financiamiento de los Centros de Control y Prevención de Enfermedades y el Departamento de Salud del Condado de Pima.



**Small Changes. Smart Choices.**

**“My dad practices with me 30 minutes before my practice even starts.”**

Across Pima County our neighbors are doing things just a little bit differently to make a big difference in the health of the community.

**THIS IS MY HEALTHY**

Visit [HealthyPima.org](http://HealthyPima.org) from home or at your library, or talk to your doctor or health clinic for more information.

Made possible by funding from the Pima County Health Department via the U.S. Department of Health and Human Services.

# SAMPLE