



Mayor Antonio Lopez
Mayor Pro Tem Sylvia Ballin
Councilmember Jesse H. Avila
Councilmember Joel Fajardo
Councilmember Robert C. Gonzales
Interim City Administrator
Don Penman

SAN FERNANDO CITY COUNCIL

AGENDA

TUESDAY, APRIL 2, 2013 – 6:00 PM

COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CA 91340

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

Mayor Antonio Lopez

PRESENTATION

- a) CESAR E. CHAVEZ INSPIRATIONAL YOUTH CONFERENCE PARTICIPANTS

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 in order to provide a full opportunity to every person who desires to address the City Council.

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) APPROVAL OF MINUTES OF FEBRUARY 19, 2013 – SPECIAL MEETING
- 2) APPROVAL OF WARRANT REGISTER NO. 13-041

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3) APPROVAL OF PROFESSIONAL SERVICES AGREEMENT (CONTRACT NO. 1706) WITH MARTIN & CHAPMAN CO. FOR SERVICES RELATING TO THE SPECIAL MUNICIPAL ELECTION ON JUNE 4, 2013

Recommend that the City Council:

- a. Approve a professional services agreement (Contract No. 1706) with Martin & Chapman Co. for an amount not to exceed \$35,000 for election services and supplies relating to the Special Municipal Election on June 4, 2013; and
- b. Authorize the Interim City Administrator to execute the Agreement.

4) AWARD OF CONTRACT (CONTRACT NO. 1707) TO ADVANCED ELECTRONICS, INC. FOR UPGRADES TO VIRTUAL PATROL SYSTEMS AT CITY OF SAN FERNANDO PARKS

Recommend that the City Council:

- a. Award a contract (Contract No. 1707) to Advanced Electronics, Inc. for the installation and upgrades of Virtual Patrol Systems at Pioneer Park, Recreation Park, and the San Fernando Regional Pool Facility;
- b. Authorize the Interim City Administrator to execute a Construction Contract/Agreement with Advanced Electronics, Inc. that shall not exceed \$9,547.20; and
- c. Adopt Resolution No. 7528 approving an allocation of Quimby Funds for the Virtual Patrol upgrades at Pioneer Park, Recreation Park, and the San Fernando Regional Pool Facility in the amount of \$12,000.

5) ADOPTION OF RESOLUTION NO. 7527 APPROVING LOAN AGREEMENT NO. 2012-13: ROPS-3 FROM THE CITY OF SAN FERNANDO TO THE SUCCESSOR AGENCY TO THE SAN FERNANDO REDEVELOPMENT AGENCY

Recommend that the City Council adopt Resolution No. 7527 approving Loan Agreement No. 2012-13: ROPS 3 between the City of San Fernando and the Successor Agency to the San Fernando Redevelopment Agency that was previously approved at the March 4, 2013 City Council meeting.

NEW BUSINESS

6) AWARD OF CONTRACT (CONTRACT NO. 1705) TO R3 CONSULTING GROUP, INC. FOR REFUSE CONSULTANT SERVICES

- a. Award a Professional Services Agreement (Contract No. 1705) to R3 Consulting Group, Inc. (R3) to provide services to assist with the procurement and/or renegotiation process for Citywide refuse and recycling services in an amount not to exceed \$117,360; and



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- b. Authorize the Interim City Administrator to execute a Professional Services Agreement with R3 that shall not exceed \$117,360.

7) DISCUSSION AND DIRECTION REGARDING PROPERTY BASED BUSINESS IMPROVEMENT DISTRICT (PBID)

Recommend that the City Council provide staff with direction on how to proceed with the formation process for a Property Based Business Improvement District (PBID).

STANDING COMMITTEE UPDATES

- No. 1 Budget, Personnel and Finance (BPF)
Chair Jesse H. Avila
- No. 2 Housing, Community & Economic Development and Parking (HCEP)
Chair Antonio Lopez
- No. 3 Natural Resources, Infrastructure, Water, Energy and Waste Management (NRIW)
Chair Joel Fajardo
- No. 4 Public Safety, Veteran Affairs, Technology and Transportation (PVTT)
Chair Jesse H. Avila
- No. 5 Education, Parks, Arts, Health and Aging (EPAH)
Chair Robert C. Gonzales

GENERAL COUNCIL COMMENTS

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: March 28, 2013 (4:00 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). 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. 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**

**FEBRUARY 19, 2013 – 3:45 P.M.
SPECIAL MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Antonio Lopez called the meeting to order at 4:02 p.m.

Present:

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

Staff: Interim City Administrator Don Penman and City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

Mayor Lopez

APPROVAL OF AGENDA

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

PUBLIC STATEMENTS – WRITTEN/ORAL

None

STUDY SESSION

1) REFUSE CONTRACT ONE-YEAR EXTENSION DISCUSSION

Public Works Director Ron Ruiz presented the staff report. He and representatives from Crown Disposal, Inc. replied to questions from Councilmembers.

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SPECIAL MEETING MINUTES – February 19, 2013**

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No action was taken (formal action to be considered during the regular City Council meeting at 6:00 p.m.)

RECESS TO CLOSED SESSION (4:37 P.M.)

By consensus, Councilmembers recessed to the following Closed Session, thereafter to adjourn:

A) CONFERENCE WITH LABOR NEGOTIATOR

G.C. 54957.6

City Negotiator: Interim City Administrator Don Penman
Employee Organizations: San Fernando Management Group (SEIU, Local 721)
San Fernando Public Employees' Association (SEIU, Local 721)
San Fernando Police Officers Association
San Fernando Police Officers Association Police Management Unit
San Fernando Police Civilian Association (SEIU, Local 721)
San Fernando Part-time Employees' Bargaining Unit (SEIU, Local 721)

No reportable action.

B) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

G.C. 54956.9(a)

Name of Case: Hanchett v. City of San Fernando, et al
Case No.: BC 477897

No reportable action.

I do hereby certify that the foregoing is a true and correct copy of the minutes of February 19, 2013 meeting as approved by the San Fernando City Council.

*Elena G. Chávez
City Clerk*

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FINANCE DEPARTMENT

MEMORANDUM

TO: Mayor Antonio Lopez and Councilmembers

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

DATE: April 2, 2013

SUBJECT: Warrant Register

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. 13-041****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO ALLOWING AND APPROVING FOR
PAYMENT DEMANDS PRESENTED ON DEMAND/
WARRANT REGISTER NO. 13-041****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 2nd day of April, 2013.

Antonio Lopez, 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 2nd day of April 2013, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "A"

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Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
101320	4/2/2013	100074 AEGIS COMPUTERS INC.	207894		IT SERVICE - FEB 2013	
					01-190-0241-4260	4,000.00
					01-222-0000-4260	4,000.00
					01-190-0420-4260	2,000.00
					01-190-0241-4260	330.00
					Total :	10,330.00
101321	4/2/2013	100101 VERIZON WIRELESS-LA	970459610		VARIOUS CELL PHONES	
					01-310-0000-4220	36.04
					72-360-0000-4220	19.27
					01-101-0109-4220	39.71
					01-101-0111-4220	163.32
					01-101-0113-4220	134.82
					Total :	393.16
101322	4/2/2013	100165 AMERICAN WATER WORKS	16690		MAINTENANCE ON POWER WASHER	
					01-152-0000-4300	487.77
			16729		POWER WASH REPAIR	
					01-152-0000-4300	117.42
					Total :	605.19
101323	4/2/2013	100249 AURORA ENVIRONMENTAL, INC.	030612		AB939 COMPLIANCE PERIOD: 08/2012-73-350-0000-4270	308.75
					Total :	308.75
101324	4/2/2013	100532 STATE OF CALIFORNIA, DEPARTMENT OF JU: 957371			DOJ FINGERPRINTING - FEB 2013	
					01-222-3721-4260	3,010.00
					Total :	3,010.00
101325	4/2/2013	100676 R. E. CHARLES PLUMBING, INC.	16824		CLEAR URINAL STOPPAGE @ LP PARK	
					01-390-0460-4330	125.00
					Total :	125.00
101326	4/2/2013	100805 COOPER HARDWARE INC.	87948		EQUIPMENT MAINT WELL 4A	
			88055		70-384-0000-4320	65.23
					TRAFFIC KEY BEACON	

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
101326	4/2/2013	100805 COOPER HARDWARE INC.	(Continued)			
			88057		13-371-0301-4300	30.27
					SIGN BOLTS	
					13-370-0301-4300	8.83
					Total :	104.33
101327	4/2/2013	100810 COPWARE, INC.	81935		CALIFORNIA PEACE OFFICERS LEGAL	
					01-222-0000-4260	540.00
					Total :	540.00
101328	4/2/2013	101089 ESCOBAR, MARCO	031513		L P SENIOR PETTY CASH REIMB.	
			031813		04-2380	228.92
					L P SENIOR PETTY CASH REIMB.	
					04-2380	181.32
					Total :	410.24
101329	4/2/2013	101147 FEDEX	2-200-98187		COURIER SERVICE	
					01-190-0000-4280	60.01
			2-208-49123		COURIER SERVICE	
					01-190-0000-4280	100.96
			2-216-14568		COURIER SERVICE	
					01-190-0000-4280	15.32
					Total :	176.29
101330	4/2/2013	101245 G.I. LAWNMOWER SHOP	03457		PARK MAINT SUPPLIES	
					01-390-0410-4300	46.76
					Total :	46.76
101331	4/2/2013	101302 VERIZON	8181811075		CITY HALL PAGING	
			8181811114		01-190-0000-4220	40.06
			8183612385		CITY YARD AUTO DIALER	
					70-384-0000-4220	43.99
					MTA PHONE LINE	
					07-440-0441-4220	84.83
					01-190-0000-4220	42.42
			8183617825		HERITAGE PARK IRRIG SYSTEM	
					01-420-0000-4220	42.42

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
101331	4/2/2013	101302 VERIZON	(Continued) 8188315002		PD SPECIAL PROBLEMS 01-222-0000-4220	38.61
			8188377174		PD SPECIAL PROBLEMS 01-222-0000-4220	20.65
			8188981293		CITY YARD MAJOR PHONE LINES 70-384-0000-4220	720.70
			8188987373		PD EMERGENCY 01-222-0000-4220	103.00
			8188987385		LP FAX LINE 01-420-0000-4220	29.35
					Total :	1,166.03
101332	4/2/2013	101376 GRAINGER, INC.	9083539933		LP PARK BIRD CONTROL 01-390-0460-4300	155.88
			9084822593		HUBBARD BOOSTER LINE REPAIR 70-384-0000-4320	67.14
			9088751335		REPLACEMENT OF LAMPS 01-390-0460-4300	154.55
					01-390-0222-4300	174.23
					01-390-0410-4300	141.07
			9090477358		REPLACE ENTRY MATS @ PD 01-390-0222-4300	382.60
					Total :	1,075.47
101333	4/2/2013	101528 THE HOME DEPOT CRC, ACCT#603532202490	20111		LAYNE PARK REPAIRS 01-390-0410-4300	46.01
			2093562		REC PARK BLDG MAINT SUPPLIES 01-390-0410-4300	70.53
			3021306		SMALL TOOLS 01-390-0410-4340	32.59
			3021308		CHANGE OUT RESTROOM DOORS @ F 01-390-0460-4300	25.79
			4973980		WELL 2A SALT DELIVERY 70-384-0301-4300	768.19
			4973982		WELL 4A SALT DELIVERY 70-384-0301-4300	423.59

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
101333	4/2/2013	101528 THE HOME DEPOT CRC, ACCT#603532202490	(Continued) 7020656		GRAFITTI REMOVAL SUPPLIES 01-152-0000-4300	141.68
			7020658		GRAFITTI REMOVAL SUPPLIES 01-152-0000-4300	43.54
			7032145		SMALLS TOOLS FOR MAINT 01-390-0410-4340	53.15
			7032147		CESAR CHAVEZ MEMORIAL WEED COI 01-390-0415-4300	237.62
			8080719		REPLACE BURNT OUT LIGHTS @ PD 01-390-0222-4300	60.78
			8080721		SMALL TOOLS 01-390-0410-4340	16.34
					Total :	1,919.81
101334	4/2/2013	101599 IMAGE 2000 CORPORATION	VN304817		TONER FREIGHT FEE 01-420-0000-4260	21.00
			VN305045		TONER FREIGHT FEE 10-420-1371-4260	13.00
			VN305058		INK FOR RISO 01-420-0000-4300	71.07
			VN305478		CONTRACT BASE CHARGE 03/15/13-04 01-420-0000-4260	438.74
			VN305479		CONTRACT OVERAGE CHARGE 10-420-1371-4260	674.09
			VN305484		CONTRACT BASE CHARGE 02/21/13-03 10-420-1371-4260	38.34
			VN305486		CONTRACT BASE CHARGE 02/21/13-03 10-420-1371-4260	36.63
					Total :	1,292.87
101335	4/2/2013	101666 DE LAGE LANDEN FINANCIAL SERVS	17263518		COPY MACHINE USAGE - MARCH 2013 01-222-0000-4260	606.34
					Total :	606.34
101336	4/2/2013	101768 KIMBALL-MIDWEST	2863535		PAINT 01-320-0301-4300	117.59

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
101336	4/2/2013	101768 101768 KIMBALL-MIDWEST	(Continued)			Total : 117.59
101337	4/2/2013	101929 LINGO INDUSTRIAL ELECTRONICS	31968		MACLAY/TRUMAN & HUBBARD/2ND - P 13-371-0301-4300	656.18 Total : 656.18
101338	4/2/2013	101957 CITY OF LOS ANGELES	SF130000008		FIRE/AMBULANCE SERVICES - JAN 20` 01-500-0000-4260	263,279.92 Total : 263,279.92
101339	4/2/2013	101971 L.A. MUNICIPAL SERVICES	031413 031513		ELECTRIC - 13655 FOOTHILL 70-384-0000-4210 ELECTRIC - 14060 SAYRE 70-384-0000-4210	79.13 14,109.35 Total : 14,188.48
101340	4/2/2013	101974 LOS ANGELES COUNTY	FEB 2013		DEPT OF ANIMAL CARE & CONTROL FI 01-222-0000-4260	926.35 Total : 926.35
101341	4/2/2013	101990 L.A. COUNTY METROPOLITAN	800054690		TAP CARDS - JAN 2013 07-440-0441-4260	1,723.60 Total : 1,723.60
101342	4/2/2013	102007 L.A. COUNTY SHERIFFS DEPT.	133325WC		PRISONER MEALS - FEB 2013 01-225-0000-4350	693.15 Total : 693.15
101343	4/2/2013	102160 MCMASTER CARR SUPPLY CO	47099572		LIGHTS REPLACED @ PD 01-390-0222-4300	157.12 Total : 157.12
101344	4/2/2013	102226 MISSION LINEN & UNIFORM	340624256 340624977 340625952		LAUNDRY 01-225-0000-4350 LAUNDRY 01-225-0000-4350 LAUNDRY 01-225-0000-4350	80.31 144.70 80.31
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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
101344	4/2/2013	102226 MISSION LINEN & UNIFORM	(Continued) 340626668		LAUNDRY 01-225-0000-4350	143.98
					Total :	449.30
101345	4/2/2013	102387 K.R. NIDA CORPORATION	26559		HANDHELD RADIO BATTERY & BELT CI 70-381-0000-4300	208.04
					Total :	208.04
101346	4/2/2013	102403 NOW IMAGE PRINTING	3067		RECEIPT BOOKS 01-222-0000-4300	396.76
					Total :	396.76
101347	4/2/2013	102432 OFFICE DEPOT	1429292975		RETURNED ITEM 01-423-0000-4300	-97.86
			1475587414		MONEY/RENT RECEIPT BOOK & PENS 01-423-0000-4300	36.68
			1483415220		OFFICE CHAIR 01-430-0000-4300	189.51
			1483428271		OFFICE SUPPLIES: PLANNER, HP INK, 01-423-0000-4300	168.94
					01-430-0000-4300	294.83
			1505005155		CORRECTION TAPE, BINDERS, PUSH F 01-423-0000-4300	198.43
			1516234549		COMPUTER SPEAKERS 01-423-0000-4300	53.28
			1516864083		INDEX CARDS, ETC 10-420-1371-4300	23.06
			1519355580		OFFICE CHAIRS 01-423-0000-4300	186.01
			1556576200		BATTERIES, PENS, SIGN HOLDERS, 01-420-0000-4300	102.50
			1558413329		PENS, POST ITS & LABELS 01-222-0000-4300	39.56
			646856784001		KITCHEN SUPPLIES - KNIVES, SPOON! 01-190-0000-4300	61.23
			647591576001		TONER	

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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
101347	4/2/2013	102432 OFFICE DEPOT	(Continued)			
			647591584001		01-222-0000-4300 STORAGE FILES & CHAIR MATS	142.23
			647693004001		01-222-0000-4300 OFFICE SUPPLIES	232.87
					01-320-0000-4300	53.10
					01-390-0000-4300	53.10
			648352925001		HP INK CARTRIDGES	
			648353213001		01-310-0000-4300 BINDERS	385.05
			648353214001		01-310-0000-4300 USB DRIVE	1.99
			648367682001		01-310-0000-4300 TONER, PENS & PENCILS	76.29
			648688146001		01-150-0000-4300 COPY PAPER	368.68
			648938852001		10-420-1371-4300 BINDERS, STAPLES, DRY ERASE MARKERS	196.85
			649877652001		70-381-0000-4300 PENS	57.18
					70-381-0000-4300	13.37
					Total :	2,836.88
101348	4/2/2013	102506 PANTOJA, DANITZA	MARCH 2013		COMMISSIONER'S REIMB	
					01-420-0000-4111	50.00
					Total :	50.00
101349	4/2/2013	102530 AT & T	818-270-2203		1SDN LINE/LASN NETWORK	
					01-222-0000-4220	84.98
					Total :	84.98
101350	4/2/2013	102666 PREFERRED DELIVERY SYSTEMS INC	549-55		COURIER SERVICE	
					01-222-0000-4260	103.00
					Total :	103.00
101351	4/2/2013	102688 PROFESSIONAL PRINTING CENTERS	21606		CITATION CORRECTION FORMS	
					01-222-0000-4300	184.21

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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
101351	4/2/2013	102688 102688 PROFESSIONAL PRINTING CENTERS	(Continued)			Total : 184.21
101352	4/2/2013	102779 RAMIREZ, THOMAS	MARCH 2013		KARATE INSTRUCTOR	
					17-420-1326-4260	474.00
					Total :	474.00
101353	4/2/2013	102930 ROYAL WHOLESALE ELECTRIC	8901-678827		SAFETY HOOKS	
					27-344-0301-4300	268.34
					Total :	268.34
101354	4/2/2013	103010 SAM'S CLUB DIRECT, #0402465855179	1503		ENP - ST PATTY'S DAY PARTY REFRES	
					04-2346	101.52
			7364		10-420-1371-4300 MOCHA MIX, PLATES, UTENCILS, CUPS	29.92
			999999		01-222-0000-4300 MEMBERSHIP DUES	197.21
			CF130118		01-190-0000-4380 ANNUAL ADMIN FEE	15.00
					01-190-0000-4380	50.00
					Total :	393.65
101355	4/2/2013	103029 SAN FERNANDO, CITY OF	12497-12515		REIMBURSEMENT TO WORKERS COM	
					06-190-0000-4810	15,742.48
					Total :	15,742.48
101356	4/2/2013	103057 SAN FERNANDO VALLEY SUN	8516		PUBLICATION OF ORDINANCE 1625	
					01-150-0000-4230	121.88
					Total :	121.88
101357	4/2/2013	103184 SMART & FINAL	170164		REFRESHMENT FOR AARP MEETING	
			172545		04-2346 KITCHEN SUPPLIES	23.55
					04-2380	318.83
					04-2346	17.07
			173240		10-422-3750-4300 ASCEP - WEEKLY ACTIVITY SUPPLIES	150.64
					10-420-1371-4300	19.48

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101357	4/2/2013	103184 103184 SMART & FINAL	(Continued)			Total : 529.57
101358	4/2/2013	103202 SOUTHERN CALIFORNIA EDISON CO.	030513		ELECTRIC - MOTT/BRAND 01-371-0000-4210 01-390-0457-4210	48.76 75.81
			030613		ELECTRIC - 1010 TRUMAN LOT 4 29-335-0000-4210 01-320-3661-4210 27-344-0000-4210 29-335-0000-4210 01-390-0310-4210 01-390-0450-4210 01-222-0000-4210	63.28 2,318.46 564.96 50.62 1,651.09 647.56 4,099.34
			030713		ELECTRIC - 1101 SEVENTH 27-344-0000-4210 01-420-0000-4210	90.98 1,556.79
			030813		ELECTRIC - VARIOUS LOCATIONS 01-420-0000-4210 27-344-0000-4210	2,038.58 19,490.80
			030913		ELECTRIC - VARIOUS LOCATION 01-371-0000-4210	1,658.15
			031213		GAS - 208 PARK (AQUATIC CENTER) 01-430-0000-4210 01-371-0000-4210 29-335-0000-4210	3,254.04 42.64 193.77
			031313		ELECTRIC - 900 1/2 1ST; 1041 1/2 TRUN 01-390-0470-4210	130.39
			031413		ELECTRIC - TRUMAN/KITTRIDGE 01-341-0000-4210	26.08
			031513		ELECTRIC - 60 JESSIE & 573 GLENOAK 70-384-0000-4210 01-390-0450-4210 70-381-0000-4210 72-360-0000-4210	433.52 480.25 236.39 236.39
					Total :	39,388.65
101359	4/2/2013	103205 THE GAS COMPANY	031113		GAS - 828 HARDING	

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101359	4/2/2013	103205 THE GAS COMPANY	(Continued)			
			031213		01-420-0000-4210 GAS - 117 MACNEIL 01-310-0000-4210 70-381-0000-4210 72-360-0000-4210 01-390-0450-4210 01-222-0000-4210 01-430-0000-4210	8.19 113.03 41.10 41.10 82.21 573.02 10,046.44
			031413		GAS - 519 S BRAND 01-420-0000-4210	432.07
					Total :	11,337.16
101360	4/2/2013	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9753		NATURAL GAS FOR CNG STATION 01-320-3661-4402	8,416.38
					Total :	8,416.38
101361	4/2/2013	103218 SOLIS, MARGARITA	26-34		PETTY CASH REIMB 01-310-0000-4390 10-220-3641-4370 10-420-1371-4300 72-360-0301-4300 01-101-0000-4300 01-222-0000-4300 01-225-0000-4360	36.95 40.00 58.40 30.47 22.22 9.54 4.00
					Total :	201.58
101362	4/2/2013	103251 STANLEY PEST CONTROL	486984		PEST CONTROL @ PD 01-390-0222-4260	64.00
					Total :	64.00
101363	4/2/2013	103279 SUMMER SYSTEMS, INC.	34428		A/C SERVICE @ PD - REPLACED DAM# 01-390-0222-4330	288.68
					Total :	288.68
101364	4/2/2013	103349 THE HOUSE OF PRINTING, INC.	144363		BUSINESS CARDS 01-190-0000-4300	1,267.67

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101364	4/2/2013	103349 THE HOUSE OF PRINTING, INC.	(Continued)		01-101-0000-4300	146.05
					01-130-0000-4300	48.69
			144391		01-310-0000-4300	97.38
					#10 WINDOW ENVELOPES	
			144404		01-130-0000-4300	380.41
					BUSINESS CARDS	
					01-222-0000-4300	651.82
					Total :	2,592.02
101365	4/2/2013	103375 TIMEMARK INCORPORATED	113973		BATTERY CHARGER	
					01-310-0000-4300	71.48
					Total :	71.48
101366	4/2/2013	103444 ULTRA GREENS, INC	48912		MAT'LS FOR LANDSCAPE @ 12900 DR	
					70-384-0000-4260	601.68
					Total :	601.68
101367	4/2/2013	103865 GONZALEZ, MARIA	188754		SENIOR TRIP REFUND - MT RUSHMOR	
			979808		04-2384	100.00
					SENIOR TRIP REFUND - MT RUSHMOR	
					04-2384	75.00
					Total :	175.00
101368	4/2/2013	103903 TIME WARNER CABLE	8448200540010369		CABLE	
					01-222-0000-4260	15.79
			8448200540028882		CABLE/INTERNET SERVICE 03/13 - 04/	
					01-420-0000-4260	117.40
			8448300070189011		INTERNET SERVICES - 03/12/13 - 04/11/	
					01-190-0000-4220	1,100.00
					Total :	1,233.19
101369	4/2/2013	887257 DILL VETERINARY HOSPITAL	2013-020		SPAY & NEUTER VOUCHER	
					01-150-0000-4270	20.00
					Total :	20.00
101370	4/2/2013	887264 CALPERS	100000013950250		4TH LEVEL 1959 SURVIVOR BENEFITS	
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101370	4/2/2013	887264 CALPERS	(Continued)		01-180-0000-4124	240.00
			100000013950344		4TH LEVEL 1959 SURVIVOR BENEFITS	
					01-180-0000-4124	1,344.00
					Total :	1,584.00
101371	4/2/2013	887305 CHAVEZ, JUAN	030213		SPORTS OFFICIAL	
			031613		17-420-1328-4260	80.00
			031813		SPORTS OFFICIAL	
					17-420-1328-4260	102.00
					SPORTS OFFICIAL	
					17-420-1328-4260	32.00
					Total :	214.00
101372	4/2/2013	887377 AKEMON, DOLORES	032013		COMMISSIONER'S REIMBURSEMENT	
					01-310-0000-4111	50.00
					Total :	50.00
101373	4/2/2013	887810 CALGROVE RENTALS, INC.	42426		EQUIP RENTAL - STORAGE YARD LAN	
					70-384-0000-4250	163.80
					Total :	163.80
101374	4/2/2013	887918 MARISCAL JR, MARIO	TRAVEL		JAIL OPERATIONS FTEP/JAIL TRAINING	
					01-225-3688-4360	85.00
					Total :	85.00
101375	4/2/2013	887952 J. Z. LAWNMOWER SHOP	3646		STORAGE YARD LANDSCAPE TOOL M/	
			3647		70-384-0000-4320	78.81
					SMALL TOOLS	
					01-390-0410-4340	69.71
					Total :	148.52
101376	4/2/2013	888036 AYRES HOTEL	TRAVEL		JAIL OPERATIONS FTEP/JAIL TRAINING	
					01-225-3688-4360	461.09
					Total :	461.09
101377	4/2/2013	888075 DATAMATIC, LTD.	CA-0000024001		HANDHELD METER READING MAINT - I	
					70-382-0000-4320	296.82
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101377	4/2/2013	888075 888075 DATAMATIC, LTD.	(Continued)		Total :	296.82
101378	4/2/2013	888241 UNITED SITE SERVICES OF CA INC	114-1120976		PORTABLE TOILET RENTAL @ REC PAI 01-420-0000-4210	131.74
			114-1147736		PORTABLE TOILET RENTAL @ 501 1ST 70-381-0450-4260	501.71
			114-1153210		PORTABLE TOILET RENTAL @ LAYNE F 01-390-0410-4260	345.52
					Total :	978.97
101379	4/2/2013	888242 MCI COMM SERVICE	7DI59672		POOL FACILITY - PHONE LINES 01-430-0000-4220	79.15
			7DI59672		POOL FACILITY - PHOINE LINES 01-430-0000-4220	44.73
			7DK48553		POOL FACILITY - FAX MACHINE 01-430-0000-4220	31.80
					Total :	155.68
101380	4/2/2013	888442 WESTERN EXTERMINATOR COMPANY	1010603		PEST CONTROL @ CITY HALL 01-390-0310-4260	73.50
			1010607		PEST CONTROL @ ORTEGA PARK 01-390-7500-4260	47.00
			995760		PEST CONTROL @ LP PARK 01-390-0460-4260	47.50
			995761		INSPECT/MAINT OF BAIT STATIONS @ 01-390-0460-4260	144.00
			995762		INSPECT/MAINTENANCE OF BAIT STAT 01-390-0410-4330	60.00
			995763		PEST CONTROL @ REC PARK 01-390-0410-4260	69.00
					Total :	441.00
101381	4/2/2013	888468 MAJOR METROPOLITAN SECURITY	1057515		ALARM MONITORING - APRIL 2013 01-390-0222-4260	15.00
			1057516		ALARM MONITORING - APRIL 2013 01-390-0410-4260	15.00
			1057517		ALARM MONITORING - APRIL 2013	

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101381	4/2/2013	888468 MAJOR METROPOLITAN SECURITY	(Continued)		01-390-0410-4260	15.00
			1057518		ALARM MONITORING - APRIL 2013 70-381-0450-4260	15.00
			1057519		ALARM MONITORING - APRIL 2013 70-381-0450-4260	15.00
			1057520		ALARM MONITORING - APRIL 2013 01-390-0460-4260	15.00
			1057521		ALARM MONITORING - APRIL 2013 01-390-0410-4260	15.00
			1057522		ALARM MONITORING - APRIL 2013 01-390-0460-4260	15.00
			1057523		ALARM MONITORING - APRIL 2013 01-430-0000-4260	15.00
			1057524		ALARM MONITORING - APRIL 2013 01-390-0410-4260	15.00
			1057525		ALARM MONITORING - APRIL 2013 01-390-0410-4260	15.00
			1057526		ALARM MONITORING - APRIL 2013 01-390-0310-4260	15.00
			1057527		ALARM MONITORING - APRIL 2013 70-381-0450-4260	15.00
					Total :	195.00
101382	4/2/2013	888531 BIG RED PLUMBING SUPPLY, INC.	77391		1-IN. SOFT COPPER TYPE L 60FT 70-383-0301-4300	542.38
			77397		CREDIT FOR RETURN 70-383-0301-4300	-270.76
					Total :	271.62
101383	4/2/2013	888615 WOOD AUTO SUPPLY INC	795016		REC PARK GYM SCORE BOARD LIGHT 01-390-0410-4300	80.49
			795024		REC PARK GYM SCORE BOARD LIGHT 01-390-0410-4300	25.78
			79526		REC PARK GYM SCORE BOARD LIGHT 01-390-0410-4300	11.47

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101383	4/2/2013	888615 888615 WOOD AUTO SUPPLY INC	(Continued)			Total : 117.74
101384	4/2/2013	888629 SPARKLETTES	5927274-030913		WATER 01-422-0000-4300	142.81 Total : 142.81
101385	4/2/2013	888633 VALLEY TRAVEL CLUB, INC	031913		TRANSPORTATION - SR TRIP TO LAUG 04-2380	3,180.00 Total : 3,180.00
101386	4/2/2013	888646 HD SUPPLY WATER WORKS, LTD	6346465		ANGLE METERS & MBV FIPXFLG 70-383-0301-4300	1,199.68 Total : 1,199.68
101387	4/2/2013	888746 POWELL, TROY	02/16 & 02/23 03/02 & 03/16		SPORTS OFFICIAL 17-420-1328-4260 SPORTS OFFICIAL 17-420-1328-4260	120.00 120.00 Total : 240.00
101388	4/2/2013	888762 COMMAND CONCRETE CUTTING	11647		FLAT SAW - 1450 SAN FERNANDO RD 70-383-0000-4260	375.00 Total : 375.00
101389	4/2/2013	888669 MUNITEMPS STAFFING	123651 123669 123689 123690		TEMP STAFFING - INTERIM FINANCE 01-130-0000-4112 TEMP STAFFING - INTERIM FINANCE 01-130-0000-4112 TEMP STAFFING - ADMIN ANALYST W/E 01-310-0000-4112 01-311-0000-4112 27-344-0000-4112 70-381-0000-4112 70-382-0000-4112 70-383-0000-4112 70-384-0000-4112 72-360-0000-4112 TEMP STAFFING - INTERIM FINANCE	4,377.50 6,800.00 181.04 45.26 113.15 452.60 792.05 226.30 226.30 226.30

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101389	4/2/2013	888669 MUNITEMPS STAFFING	(Continued)		01-130-0000-4112	6,800.00 Total : 20,240.50
101390	4/2/2013	889023 SAN GABRIEL VALLEY	2013-2014		FY2013-2014 MEMBERSHIP DUES 01-222-0000-4380	180.00 Total : 180.00
101391	4/2/2013	889118 LDI COLOR TOOLBOX	181082 181181		COPIERS AND PRINTER USAGE 02/07/ 01-222-0000-4260 COPIER & PRINTER USAGE 02/13/13-0/ 01-222-0000-4260	158.35 315.86 Total : 474.21
101392	4/2/2013	889144 BIRD-B-GONE	117274		LP PARK BIRD CONTROL 01-390-0460-4430	186.15 Total : 186.15
101393	4/2/2013	889187 USA MOBILITY WIRELESS, INC	W7954833C		PAGERS 01-190-0000-4220	61.22 Total : 61.22
101394	4/2/2013	889328 FIRST TRANSIT, INC.	10785655		MCT - FEB 2013 07-440-0442-4260	37,080.40 Total : 37,080.40
101395	4/2/2013	889352 GOMEZ, ADRIANA	MARCH 2013		COMMISSIONER'S REIMB 01-420-0000-4111	50.00 Total : 50.00
101396	4/2/2013	889532 GILMORE, REVA A.	03/09/13 - 03/22/13		FOOD SERVICE MANAGER 10-422-3750-4270 10-422-3752-4270	708.50 97.50 Total : 806.00
101397	4/2/2013	889533 MARTINEZ, ANITA	03/09/13 - 03/22/13		ASSISTANT FOOD MANAGER 10-422-3750-4270	177.00

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101397	4/2/2013	889533 889533 MARTINEZ, ANITA	(Continued)			Total : 177.00
101398	4/2/2013	889534 RAMIREZ, FRANCISCO	03/09/13 - 03/22/13		HDM DRIVER 10-422-3752-4270 10-422-3752-4390	190.28 52.00 Total : 242.28
101399	4/2/2013	889535 GOMEZ, GILBERT	03/09/13 - 03/22/13		HDM DRIVER 10-422-3752-4270 10-422-3752-4390	190.28 57.20 Total : 247.48
101400	4/2/2013	889628 FBI-LEEDA	7367-13		2013 ANNUAL MEMBERSHIP DUES 01-222-0000-4380	50.00 Total : 50.00
101401	4/2/2013	889681 VILLALPANDO, MARIA	03/09/13 - 03/22/13		FOOD SERVICE WORKER 10-422-3752-4270 10-422-3750-4270	39.83 199.13 Total : 238.96
101402	4/2/2013	889792 ORANGE COUNTY SHERIFF'S DEPT	TRAVEL		JAIL OPERATIONS FTPE/JAIL TRAINING 01-225-3688-4360	45.00 Total : 45.00
101403	4/2/2013	889913 BALLIN, SYLVIA	FEB & MAR 2013		CELL PHONE USAGE REIMB - FEB & M. 01-101-0101-4220	132.00 Total : 132.00
101404	4/2/2013	889986 THE GEAR BOX	2072		UNIFORMS 01-222-0000-4300	417.48 Total : 417.48
101405	4/2/2013	890011 THALES CONSULTING INC.	657		ANNUAL CITIES FINANCIAL TRANSACT 01-130-0000-4260	3,400.00 Total : 3,400.00
101406	4/2/2013	890030 ELITE EQUIPMENT INC	17253		K-1250 BELTS	
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101406	4/2/2013	890030 ELITE EQUIPMENT INC	(Continued)			
			17254		70-383-0000-4320 MULTIQUIP RAMMER REPAIR	82.03 228.62
			17255		70-383-0000-4320 MULTIQUIP RAMMER REPAIR 70-383-0000-4320	282.19 592.84 Total : 592.84
101407	4/2/2013	890080 TECOGEN INC.	CGQ0112-44		MAINTENANCE SERVICE 01/01/13-03/3 01-430-0000-4260	1,760.34 Total : 1,760.34
101408	4/2/2013	890094 TECS ENVIROMENTAL	TM-SF-0313A TM-SF-0313B		NITRATE WELL TREATMENT ENGINEER 70-384-0857-4600 GENERAL ENGINEERING SERVICES - S 01-310-0000-4270	250.00 1,000.00 Total : 1,250.00
101409	4/2/2013	890109 SUPERMEDIA LLC	490003218406		DOMAIN REGISTRATION & E-MAIL HOS 01-190-0000-4220	50.95 Total : 50.95
101410	4/2/2013	890324 PEREZ, JUAN	021613 022313 030213 030913 031613		SPORTS OFFICIAL 17-420-1328-4260 SPORTS OFFICIAL 17-420-1328-4260 SPORTS OFFICIAL 17-420-1328-4260 SPORTS OFFICIAL 17-420-1328-4260 SPORTS OFFICIAL 17-420-1328-4260	171.00 96.00 20.00 125.00 110.00 Total : 522.00
101411	4/2/2013	890358 BALLIN, PHILLIP ARTHUR	032013		COMMISSIONER'S REIMBURSEMENT 01-310-0000-4111	50.00 Total : 50.00
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101412	4/2/2013	890362 RTB BUS LINE	1652		TRANSPORTATION SERVICES ON 03/01/13 07-440-0443-4260	325.00
					Total :	325.00
101413	4/2/2013	890452 MARTINEZ, GUSTAVO	02/23/13 & 03/02/13		SCORE KEEPER 17-420-1328-4260	70.00
			030913		SCORE KEEPER 17-420-1328-4260	30.00
			031613		SCORE KEEPER 17-420-1328-4260	30.00
					Total :	130.00
101414	4/2/2013	890463 KJC LATENT PRINT SERVICE	SF00014		FINGERPRINT CLASSIFICATIONS 01-224-0000-4270	1,035.00
					Total :	1,035.00
101415	4/2/2013	890478 RESOURCE 4 SIGNS	11397	10958 10958	TROLLEY SIGNS 07-313-0000-4270 08-310-0000-4270 07-313-0000-4270 08-310-0000-4270	2,808.25 3,166.75 245.72 277.09
					Total :	6,497.81
101416	4/2/2013	890487 SEA-CLEAR POOLS	13-0195		FLOAT VALVES & INSTALLATION OF CL 01-430-0000-4330	1,157.25
					Total :	1,157.25
101417	4/2/2013	890589 ALCOCER, ARACELY E.	02/16; 02/20-03/19		ZUMBA INSTRUCTOR 17-420-1337-4260	540.00
					Total :	540.00
101418	4/2/2013	890740 MORAN, STEPHANIE	FEB 2013 - B		WATER EXERCISE INSTRUCTOR 17-420-1338-4260	360.00
					Total :	360.00
101419	4/2/2013	890771 TORRES, CAROLINA	02/20/13 - 03/19/13		ZUMBA INSTRUCTORS 17-420-1337-4260	60.00
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101419	4/2/2013	890771 890771 TORRES, CAROLINA	(Continued)			Total : 60.00
101420	4/2/2013	890810 SENFTLEBEN, DARIO	02/20/13 - 03/19/13		OUTDOOR FITNESS INSTRUCTOR 17-420-1337-4260	480.00
					Total :	480.00
101421	4/2/2013	890833 THOMSON REUTERS	826716819		LA CLEAR - INVEST TOOL 01-224-0000-4270	130.90
					Total :	130.90
101422	4/2/2013	890834 SPARKLING IMAGE CORP	42786		CAR WASHES - FEB 2013 01-222-0000-4320	60.00
					Total :	60.00
101423	4/2/2013	890879 EUROFINS EATON ANALYTICAL, INC	L0115276		WATER ANALYSIS - F426282 70-384-0000-4260	164.00
					Total :	164.00
101424	4/2/2013	890906 MEYERS NAVE	2013020279		RETAINER - FEB 2013 01-110-0000-4270	6,750.00
			2013020280		LEGAL SERVICES 01-110-0000-4270	633.49
			2013020281		LEGAL SERVICES 01-110-0000-4270	895.00
			2013020282		LEGAL SERVICES 01-110-3376-4270	2,236.50
			2013020283		LEGAL SERVICES 01-110-3375-4270	32.50
			2013020284		LEGAL SERVICES 01-110-5624-4270	187.50
			2013020285		LEGAL SERVICES 01-110-1065-4270	667.50
			2013020286		LEGAL SERVICES 73-110-0000-4270	522.50
			2013020287		LEGAL SERVICES 01-110-0000-4270	97.50
					Total :	12,022.49
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101425	4/2/2013	890916 MENDOZA, JIM	02/20/13 - 03/19/13		SPIN CLASS INSTRUCTOR 17-420-1337-4260	105.00
					Total :	105.00
101426	4/2/2013	890920 VASQUEZ, CRISTINA	027988		SENIOR TRIP REFUND - MT RUSHMOR 04-2384	50.00
			188704		SENIOR TRIP REFUND - MT RUSHMOR 04-2384	65.00
					Total :	115.00
101427	4/2/2013	890986 UNITED STORM WATER, INC	SW27630	10961	AUTOMATIC RETRACTABLE SCREENS 72-360-0000-4260	9,150.00
					Total :	9,150.00
101428	4/2/2013	890994 PONCE, JOE	MARCH 2013		COMMISSIONER'S REIMB 01-420-0000-4111	50.00
					Total :	50.00
101429	4/2/2013	890995 NAVARRO, SAYDITH	MARCH 2013		COMMISSIONER'S REIMB 01-420-0000-4111	50.00
					Total :	50.00
101430	4/2/2013	890998 TRUJILLO, RODOLFO	032013		COMMISSIONER'S REIMBURSEMENT 01-310-0000-4111	50.00
					Total :	50.00
101431	4/2/2013	890999 BERRIOZABAL, GILBERT	032013		COMMISSIONER'S REIMBURSEMENT 01-310-0000-4111	50.00
					Total :	50.00
101432	4/2/2013	891063 ONYX ARCHITECTS, INC	20012	10964	LOPEZ ADOBE ANCILLARY BUILDING A 10-150-3609-4270	1,085.00
			20029	10964	LOPEZ ADOBE ANCILLARY BUILDING A 10-150-3609-4270	844.25
					Total :	1,929.25
101433	4/2/2013	891066 MONTES CASTELLON, CAROL'S	03/09/13 - 03/22/13		COMMUNITY WELLNESS COORDINATC 10-430-3649-4260	432.00
						Page: 21

vchlist 03/28/2013 1:25:56PM		Voucher List CITY OF SAN FERNANDO				Page: 22
Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
101433	4/2/2013	891066 891066 MONTES CASTELLON, CAROL'S	(Continued)			Total : 432.00
101434	4/2/2013	891087 MOX, ROBERT M	01		PROGRAMMED PHONE @ PD REPORT 01-190-0000-4320	75.00
					Total :	75.00
101435	4/2/2013	891088 EAGLE FOODS INC	REFUND		B/L REFUND - THURS.TRUCK EVENT 01-3240-0000	50.00
					Total :	50.00
101436	4/2/2013	891089 DIAZ, APRIL	2000800150		BANQUET HALL RENTAL REFUND 01-3777-0000	100.00
					Total :	100.00
101437	4/2/2013	891090 FLORES, CRYSTAL	2000800151		BANQUET HALL RENTAL REFUND 01-3777-0000	84.00
					Total :	84.00
101438	4/2/2013	891091 GREENFIELDS OUTDOOR FITNESS	3236		HAND GRIPS FOR OUTDOOR EQUIPME 17-420-1337-4300	286.60
					Total :	286.60
101439	4/2/2013	891092 LARCO, JACQUELINE	02/20/13 - 03/19/13		YOGA/PILATES & ZUMBA INSTRUCTOR 17-420-1337-4260	125.00
					Total :	125.00
101440	4/2/2013	891093 RODRIGUEZ, JOSE	027953		SENIOR TRIP REFUND - MT RUSHMOR 04-2384	150.00
					Total :	150.00
101441	4/2/2013	891094 SANCHEZ, ERMINIA L	188768		SENIOR TRIP REFUND - HAWAII CANC 04-2383	300.00
					Total :	300.00
101442	4/2/2013	891095 FORNI, ARLEEN	192810		SENIOR TRIP REFUND - HAWAII CANC 04-2383	200.00
			192898		SENIOR TRIP REFUND - HAWAII CANC 04-2383	200.00
						Page: 22

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Voucher List
CITY OF SAN FERNANDO

Page: 23

Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
101442	4/2/2013	891095 891095 FORNI, ARLEEN	(Continued)			Total : 400.00
101443	4/2/2013	891096 CANALES, JOSEPHINE	027970		SENIOR TRIP REFUND - MT RUSHMOR 04-2384	150.00
					Total :	150.00
101444	4/2/2013	891097 MORA, GLORIA	584220		SENIOR TRIP REFUND - LAUGHLIN 04-2380	160.00
					Total :	160.00
101445	4/2/2013	891098 AMARILLAS MORALES, RIGO	022313		SPORTS OFFICIAL 17-420-1328-4260	86.00
			030213		SPORTS OFFICIAL 17-420-1328-4260	102.00
			031213		SPORTS OFFICIAL 17-420-1328-4260	48.00
			031613		SPORTS OFFICIAL 17-420-1328-4260	48.00
					Total :	284.00
101446	4/2/2013	891099 ROSALES, JORDAN	030913		SPORTS OFFICIAL 17-420-1328-4260	48.00
					Total :	48.00
101447	4/2/2013	891100 GBEWOUYO, PATRICK	030213		SPORTS OFFICIAL 17-420-1328-4260	48.00
			030913		SPORTS OFFICIAL 17-420-1328-4260	48.00
					Total :	96.00
101448	4/2/2013	891101 OCHOA, ANTHONY	022313		SPORTS OFFICIAL 17-420-1328-4260	72.00
			030913		SPORTS OFFICIAL 17-420-1328-4260	45.00
					Total :	117.00
101449	4/2/2013	891102 CERVANTES, BIANCA	02/16 & 02/23		SCORE KEEPER 17-420-1328-4260	90.00
Page: 23						

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Voucher List
CITY OF SAN FERNANDO

Page: 24

Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
101449	4/2/2013	891102 CERVANTES, BIANCA	(Continued)			
			022313		SCORE KEEPER 17-420-1328-4260	40.00
			030213		SCORE KEEPER 17-420-1328-4260	50.00
			030913		SCORE KEEPER 17-420-1328-4260	50.00
					Total :	230.00
130 Vouchers for bank code :		bank			Bank total :	506,190.38
130 Vouchers in this report					Total vouchers :	506,190.38

Voucher Registers are not final until approved by Council.

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CITY CLERK'S OFFICE**MEMORANDUM**

TO: Mayor Antonio Lopez and Councilmembers

FROM: Don Penman, Interim City Administrator
By: Elena G. Chávez, City Clerk

DATE: April 2, 2013

SUBJECT: Approval of Professional Services Agreement (Contract No. 1706) with Martin & Chapman Co. for Services Relating to the Special Municipal Election on June 4, 2013

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Professional Services Agreement (Contract No. 1706) (Attachment "A") with Martin & Chapman Co. for an amount not to exceed \$35,000 for election services and supplies relating to the Special Municipal Election on June 4, 2013; and
- b. Authorize the Interim City Administrator to execute the Agreement.

BACKGROUND:

On March 4, 2013, the City Council adopted Resolution 7525 Calling and Giving Notice of a Special Municipal Election to be held on Tuesday, June 4, 2013, to submit a ballot measure question to the voters concerning the enactment of a temporary one-half of one percent (1/2%) Transactions and Use Tax to be implemented as a General Tax.

ANALYSIS:

The large scope of activities involved in properly executing an election and the numerous legal requirements for public notices, election materials and supplies require that the City Clerk obtain outside assistance. The implementation and coordination of this election will require the acquisition of specialty materials and supplies including nomination petitions; forms and notices; official ballots; sample ballot pamphlets (typesetting, printing, and mailing of); rosters of voters; vote by mail supplies and tracking system software; and precinct kits (i.e., provisional voting

Approval of Professional Services Agreement (Contract No. 1706) with Martin & Chapman Co. for Services Relating to the Special Municipal Election on June 4, 2013

Page 2

materials, signs, etc.). All materials must be translated to meet Voting Rights Act and Help America Vote Act Federal requirements.

Martin & Chapman Co. (located in Anaheim) is the elections consultant/supplier of choice for 65+ cities in the Los Angeles (including San Fernando since 1964) and Orange counties who conduct their own elections. More than 400 cities, counties and associations in California and Nevada are clients. Martin & Chapman Co. has a widespread, outstanding reputation, and takes a proactive stance in working with cities in meeting State and Federal requirements.

Martin & Chapman Co. is the only full service vendor in California that provides a unique combination of services specializing in municipal elections. Staff is recommending approval of sole source procurement pursuant to the bidding exception as noted in the San Fernando Municipal Code Division 6, Section 2-806 (Bidding Exceptions).

BUDGET IMPACT:

There were no funds in the adopted Fiscal Year 2012-2013 Budget for a special election. A portion of the General Fund savings that were realized due to the cancellation of the March 5, 2013 General Election would be utilized to cover some of the cost.

ATTACHMENT:

A. Contract No. 1706

ATTACHMENT "A"
CONTRACT NO. 1706

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, is entered into this ____ day of _____, 2013 by and between the City of San Fernando, a California municipal corporation, ("CITY"), and Martin & Chapman Co., a California Corporation ("Consultant"). CITY and CONSULTANT are collectively referred to herein as the "Parties."

RECITALS

A. CITY desires to have certain election consulting services provided to assist CITY in the conduct of the June 4, 2013 Special Municipal Election, as more fully set forth in the Scope of Services, attached hereto as Exhibit "A".

B. CONSULTANT represents it is qualified and capable of furnishing the labor, materials and expertise necessary to perform such services in accordance with the terms and conditions set forth in this Agreement.

The Parties therefore agree as follows:

1. **Term and Time of Performance.**

1.1 This Agreement shall commence upon _____, 2013 (the "Commencement Date") and shall remain and continue in effect through June 30, 2013 (the "Termination Date"), unless earlier terminated pursuant to the provisions of this Agreement.

1.2 CITY may extend this Agreement for up to sixty (60) days beyond the Termination Date by giving signed written notice to CONSULTANT at any time on or prior to the Termination Date. Such extension shall be at the CITY's sole and absolute discretion.

2. **Performance.**

2.1 CONSULTANT shall perform the services and tasks described and set forth in the Scope of Services, Exhibit "A" and defined therein as "Services." Additional services must be mutually agreed upon in writing signed by both Parties prior to performance of those additional services.

2.2 CONSULTANT shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all Services under this Agreement in accordance with the standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality as the CITY under similar circumstances and in a manner reasonably satisfactory to CITY. CONSULTANT shall at all times comply with the highest ethical standards when performing Services for the CITY.

2.3 CONSULTANT shall keep itself informed of all local, state, and federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its Services pursuant to this Agreement. CONSULTANT shall at all

times observe and comply with all such ordinances, laws and regulations. CITY, and its officers, officials, employees, agents or volunteers shall not be liable at law or in equity occasioned by failure of CONSULTANT to comply with this section.

2.4 CONSULTANT shall not be compensated for any work performed not specified in Exhibit "A" unless CITY authorizes such work in advance and in writing.

3. **Compensation.** CITY agrees to compensate CONSULTANT, and CONSULTANT agrees to accept in full satisfaction for the Services required by this Agreement, the rate and expense reimbursement set forth in Exhibit "B" ("Rate and Expenses"). The Rate and Expenses shall constitute reimbursement of CONSULTANT's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including without limitation, all labor, materials, delivery, and tax, as applicable).

4. **Method of Payment.**

4.1 Invoice. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit a detailed invoice to the CITY which lists reimbursable costs per item provided or task performed, based on, but not limited to, the proposal of estimated services and costs (as set forth in Exhibit "A")

4.2 Payment by CITY. Payment of the invoice shall be made by CITY within thirty (30) days following receipt of the invoice as to all non-disputed fees. If CITY disputes any of CONSULTANT's fees, it shall give written notice to CONSULTANT within thirty (30) days of receipt of the disputed invoice. Any amounts in dispute shall be withheld until resolution.

5. **Personnel.** All persons performing Services shall have all the necessary technical expertise, permits, professional licenses, certificates, training, and other qualifications required by this Agreement or other applicable laws. CONSULTANT shall provide CITY with the permits, licenses, and certificates at the request of CITY.

6. **Access.** CONSULTANT shall comply with all reasonable access and other restrictions that CITY may impose. No access to City property for performance of the Services shall be permitted prior to delivery to CITY of proof of insurance paid and maintained by CONSULTANT.

7. **CONSULTANT's Duties and Representations.** CONSULTANT represents, covenants and agrees as follows:

7.1 There are no obligations, commitments, or impediments of any kind that will limit or prevent performance of the Services.

7.2 CONSULTANT presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

7.3 There is no litigation pending against CONSULTANT and CONSULTANT is not the subject of any criminal investigation or proceeding, and neither CONSULTANT nor its personnel, to its actual knowledge, have been convicted of a felony.

8. Independent CONSULTANT.

8.1 CONSULTANT is and shall at all times remain, as to CITY, a wholly independent CONSULTANT. The personnel performing the Services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY nor any of its officers, officials, employees, agents, or volunteers shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents except as set forth in this Agreement. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, officials, employees, agents, or volunteers of CITY. CONSULTANT shall not incur or have the power to incur any debt, obligation or liability whatsoever against CITY, or bind CITY in any manner.

8.2 No employee benefits shall be available to CONSULTANT or its officers, employees, or agents in connection with the performance of this Agreement. Except for consideration paid to CONSULTANT as provided in the Agreement, CITY shall not pay salaries, wages, or other compensation to CONSULTANT for performing Services hereunder for the CITY. CITY shall not be liable for compensation or indemnification to CONSULTANT or its officers, employees, or agents for injury or sickness arising out of performing Services hereunder.

8.3 CONSULTANT agrees to pay and be responsible for paying all Federal, State and local taxes for compensation received by CONSULTANT from CITY while performing services for CITY.

9. Termination.

9.1 Termination Right. Either Party may, at any time, for any reason or for no reason, with or without cause, terminate this Agreement, by serving upon the other Party at least fifteen (15) days prior written notice. Upon receipt of such notice, CONSULTANT shall immediately cease all work under this Agreement, unless the notice provides otherwise.

9.2 Payment upon Termination. In the event this Agreement is terminated without cause pursuant to this section, CITY shall pay CONSULTANT for Services performed up to the time of termination and CONSULTANT shall submit an invoice to CITY as required under this Agreement. CONSULTANT shall have no other claim against CITY by reason of such termination, including any claim for compensation.

9.3 Actions Subsequent to Termination. In the event of termination of this Agreement, CONSULTANT shall deliver all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONSULTANT in the performance of this Agreement, whether completed or in progress, to CITY within thirty (30) days after the termination of this Agreement. CONSULTANT shall also take all such other action as CITY

reasonably requires and shall cooperate with CITY to effectuate an orderly and systematic termination of CONSULTANT's duties and activities hereunder.

9.4 All of the terms and conditions in the Agreement related to payment, confidentiality, indemnification, dispute resolution and waiver shall survive termination of this Agreement.

10. **Limitation of City's Liability.** City's liability on any kind of claim for any loss or damage arising out of, in connection with, or resulting from this Agreement, shall in no case exceed the amount that would be paid to CONSULTANT for the full performance of the Services required by this Agreement. In no event shall City be liable for anticipated profits or for incidental, consequential or punitive damages. City shall not be liable for penalties of any description. No City official, employee, agent or volunteer shall be personally liable for any kind of claim for any loss or damage arising out of, in connection with, or resulting from this Agreement.

11. **Default.** CONSULTANT's failure to comply with the provisions of this Agreement shall constitute a default. In the event that CONSULTANT is in default under the terms of this Agreement, City shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and can terminate this Agreement immediately by written notice to CONSULTANT.

12. **Indemnification.**

12.1 Indemnity for Professional Liability. When the law establishes a professional standard of care for CONSULTANT's Services, to the fullest extent permitted by law, CONSULTANT shall indemnify, protect, defend and hold harmless City and any and all of its officers, officials, employees, agents, and volunteers ("Indemnified Parties") from and against any and all claims, suits, demands, actions, losses, damages, judgments, settlements, penalties, fines, defensive costs or expenses, including without limitation, interest, attorneys' fees and expert witness fees, or liability of any kind or nature (collectively "claims") to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of CONSULTANT, its officers, employees, subCONSULTANTS or agents (or any entity or individual that CONSULTANT shall bear the legal liability of) in the performance of professional services under this Agreement.

12.2 Indemnity for Other than Professional Liability. Other than in the performance of professional services as referenced in Section 12.1 and to the fullest extent permitted by law, CONSULTANT shall defend, indemnify, protect and hold harmless the Indemnified Parties from and against any and all claims, arising out of or attributable to the acts or omissions of CONSULTANT, or CONSULTANT's officers, employees, subCONSULTANTS or agents (or any entity or individual that CONSULTANT shall bear the legal liability of) which in any way arise out of, result from, or are in any way related to, in whole or in part, the performance of this Agreement, excepting only liability arising out of the sole negligence or willful misconduct of the Indemnified Parties.

12.3 The provisions of this Section 12 shall survive the expiration or earlier

termination of this Agreement. This indemnity is in addition to any other rights or remedies that the Indemnified Parties may have under the law.

13. **Insurance.**

13.1 CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of One Million Dollars (\$1,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT or CONSULTANT's officers, employees, or agents.

13.2 CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit, covering any vehicle utilized by CONSULTANT in performing the services required by this Agreement.

13.3 CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Professional Liability Insurance, with minimum limits of One Million Dollars (\$1,000,000) on a claims made basis, to protect City from any losses sustained through any errors or omissions committed by CONSULTANT or CONSULTANT's officers, employees, or agents.

13.4 CONSULTANT agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation as required by law.

13.5 CONSULTANT shall require each of its subConsultants to maintain insurance coverage that meets all of the requirements of this Agreement.

13.6 The policy or 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 A-; VII in the latest edition of A.M. Best's Insurance Guide.

13.7 CONSULTANT agrees that if it does not keep the aforesaid insurance 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.

13.8 At all times during the term of this Agreement, CONSULTANT shall maintain on file with the City Clerk, a certificate or certificates of insurance, satisfactory to the City Attorney, showing that the policies, including policies issued to CONSULTANT's subConsultants, are in effect in the required amounts. CONSULTANT shall, prior to commencement of work under this Agreement, file with the City Clerk, such certificate or certificates. The policies of insurance required by this Agreement shall contain an endorsement naming the City as additional insured; provided, however, an endorsement naming the City as an additional insured is not required for the Professional Liability Insurance policy. All of the

policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled, non-renewed, reduced, or materially changed except with thirty (30) days prior written notice to City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

13.9 The insurance provided by CONSULTANT shall be primary to any coverage available to City, and any insurance or self-insurance maintained by City, its officers, employees, agents, or volunteers shall be excess of CONSULTANT's insurance and shall not contribute with it. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation. CONSULTANT hereby waives all rights of subrogation against City.

13.10 Any deductibles or self-insured retentions must be declared to and 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.

14. **Assignment and Subcontracting.** CONSULTANT shall not assign or attempt to assign any portion of this Agreement, or subcontract any required performance hereunder, without the prior written approval of City. Any assignment or subcontract made in violation of this section is invalid and void.

15. **Non-Discrimination.** CONSULTANT shall not discriminate based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity performed pursuant to this Agreement.

16. **Ownership of Work Product.** All documents or other information created, developed or received by CONSULTANT shall be the sole property of City. CONSULTANT shall provide City with copies of these items upon demand and in any event, upon termination or expiration of the term of this Agreement.

17. **Notices.** All notices, approvals, consents and other communications between the Parties shall be in writing, and shall be personally delivered or sent by certified mail (return receipt requested) or other delivery service which provides evidence of delivery, using the below listed addresses, or at such other address as may be furnished by either Party to the other in writing. Mailed notices will be deemed communicated as of the day of receipt.

- | | |
|---|-----------------------------------|
| a. Address of CONSULTANT is as follows: | b. Address of City is as follows: |
| Scott Martin, President | Elena G. Chávez, City Clerk |
| Martin & Chapman Co. | City of San Fernando |
| 1951 Wright Circle | 117 Macneil Avenue |
| Anaheim, CA 92806 | San Fernando, CA 91340 |

(with a courtesy copy to):

Rick R. Olivarez, City Attorney
Olivarez Madruga, P.C.
1100 South Flower Street, Suite 2200
Los Angeles, CA 90015

18. **Time of Essence.** Time is of the essence in the performance of this Agreement.
19. **Governing Law.** This Agreement shall be interpreted and enforced according to, and the Parties rights and obligations governed by, the domestic law of the State of California, without regard to its laws regarding choice of applicable law. Any action commenced about this Agreement shall be filed in the appropriate branch of the Los Angeles County Superior Court.
20. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. Should any provision of this Agreement is determined be a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect, and shall in no way be affected, impaired or invalidated.
21. **Entire Agreement and Modifications.** This Agreement, including attachments incorporated herein by reference, represents the entire agreement and understanding between the Parties, and any and all negotiations, proposals or oral agreements are intended to be integrated herein and to be superseded by this Agreement. This Agreement may only be modified in writing signed by both Parties.
22. **Waiver.** The waiver by either Party of a breach or default by the other Party shall not be deemed a waiver of any different or later breach whether of the same or other covenant or condition; nor shall any delay or omission by either party to exercise any right it may have hereunder operate as a waiver of any breach or default of such a right. The failure of either Party to this Agreement to exercise any of its rights under this Agreement does not constitute a breach thereof and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other party any contractual rights by custom, estoppel, or otherwise.
23. **Force Majeure.** Neither Party shall be considered in default of any of its obligations under this Agreement when a failure of performance shall be due to an uncontrollable force. The term "uncontrollable force" shall mean flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, federal, state, or municipal action, statute, ordinance, or regulation, embargoes of the United States government or any other government, which by exercise of due diligence such party could not reasonably have been expected to avoid and by exercise of due diligence has been unable to overcome. Either Party rendered unable to fulfill any of its obligations under this Agreement by reason of an uncontrollable force shall give written notice within five (5) business days of such fact to the other party and shall exercise due diligence to remove such inability with all reasonable dispatch.
24. **City Not Obligated to Third Parties.** City shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

25. **Attorneys' Fees.** In the event a dispute, claim or litigation arises regarding this Agreement, the prevailing party shall be entitled to reimbursement of reasonable attorneys' fees and actual costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief which is obtained.

26. **Exhibits.** 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 the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

27. **Headings.** Headings used in this Agreement are for convenient reference only and shall not affect the interpretation of this Agreement.

28. **Survival of Terms.** All of the terms and conditions in this Agreement related to payment, confidentiality, indemnification and waiver shall survive termination of this Agreement.

29. **Authority to Execute This Agreement.** The person or persons executing this Agreement on behalf of CONSULTANT warrants and represents that he or she has the authority to execute this Agreement on behalf of CONSULTANT and has the authority to bind CONSULTANT to the performance of its obligations under this Agreement.

The Parties are signing this Agreement on the date stated in the introductory clause.

CITY OF SAN FERNANDO

MARTIN & CHAPMAN CO.

Don Penman
Interim City Administrator

By: _____
Scott Martin
President & Owner

ATTEST:

Elena G. Chávez
City Clerk

APPROVED AS TO FORM:

Rick R. Olivarez
City Attorney

EXHIBIT “A”**SCOPE OF SERVICES**

CONSULTANT shall perform municipal election services (“Services”) to assist City in the conduct of the June 4, 2013 Special Municipal Election. At the request of the City Administrator, or his designee, CONSULTANT shall perform all required Services, including but not limited to, the following:

- A. Provide all necessary election advice, supplies and services for the City’s June 4, 2013 Special Municipal Election (“Election”).
- B. Provide a Calendar of Election Events for the Election setting out dates and requirements of the Election Code.
- C. Be available by email or by telephone for consultation regarding the Election.
- D. Be available at any time to the Election Official, prior to, during and for a reasonable time after the Election, and during the same period to, upon request, work in cooperation with the City Clerk upon any Election task or problems which may arise.
- E. Furnish working forms, outlines, check lists and schedules which will aid the City Clerk in keeping track of procedural details of the election.
- F. Prepare, print and mail ballot cards and associated materials to voters.
- G. Prepare and mail Sample Ballot Voter Information Pamphlets to all eligible voters.
- H. Prepare Precinct Supplies for all voting precincts in the languages required for City.
- I. Secure the services of all foreign language translators for City’s translation requirements.
- J. Otherwise provide such other special and unique services in close cooperation with the City Clerk as may be necessary for the successful conduct of the election.
- K. Be at a designated site on the day of the Election, and to tabulate the votes cast pursuant to the election. CONSULTANT shall have all votes counted by twelve midnight (12:00 A.M.) on Election Day. If CONSULTANT fails to do so it shall waive all charges to City for ballot counter rental.

In performing Services, CONSULTANT shall be impartial as to all issues on the ballot and treat all persons impartially, including, but not limited to, political action committees and their representatives.

EXHIBIT “B”**RATE AND EXPENSES****A. Consideration**

In consideration for the Services provided by CONSULTANT under this Agreement, City shall pay CONSULTANT an amount not to exceed \$35,000 for Services rendered. CONSULTANT shall provide similar products and services as those shown on the attached invoice from the March 2011 General Municipal Election, at a rate not to exceed one hundred and five percent (105%) of the amount charged on that invoice for each specific product or service.

If CITY requests services additional to those described in Exhibit “A”, such additional services shall be paid at the rate agreed upon in a writing signed by both Parties. The City Administrator, or his designee, may negotiate the fee for additional services and execute the writing on behalf of the CITY.

B. Expenses

CITY shall reimburse CONSULTANT for the cost of shipping services and postage to mail ballots, at cost, with no mark-up. No other expenses shall be reimbursed unless pre-approved in writing by the City Administrator or his designee.

Martin & Chapman Co.

1951 Wright Circle * Anaheim, California 92806 * 714/939-9866 * Fax 714/939-9870

CITY OF SAN FERNANDO
OFFICE OF THE CITY CLERK
117 N MACNEIL ST
SAN FERNANDO, CA 91340-2911

May 2, 2011
Invoice No. **2011 167**
Contract No. 1647

GENERAL MUNICIPAL ELECTION MARCH 08, 2011

Black %'s are City's or School's only
Blue %'s are prorated by registered voters
Red %'s are prorated by precincts

Quantity	Description	Unit Price	Total	Pro-rated	CITY'S SHARE	Pro-rated	LACCD SHARE
PRE-ELECTION SUPPLIES							
1	Calendar of Events	NC	NC				
1	Election Handbook w/Resolutions, Forms, Notices, Manual	NC	NC				
1	Elections Code of California	NC	NC				
1	Election Night Procedures Manual	NC	NC				
1	Email of Resolutions, Notices and Forms	\$20.00	\$20.00	1.00	\$20.00		
NOMINATION SUPPLIES							
12	Nomination Papers	\$0.50	\$6.00	1.00	\$6.00		
12	Supplemental Nomination Papers	\$0.50	\$6.00	1.00	\$6.00		
12	Ballot Designation Requirements & Worksheets	\$0.50	\$6.00	1.00	\$6.00		
12	Candidate's Statement Guidelines & Information Forms	\$0.50	\$6.00	1.00	\$6.00		
12	Code of Fair Campaign Practices	\$0.50	\$6.00	1.00	\$6.00		
12	Literature/Mass Mailing Requirements	\$0.50	\$6.00	1.00	\$6.00		
12	Translation Information Sheets	\$0.50	\$6.00	1.00	\$6.00		
12	Candidate's Election Calendars	\$0.50	\$6.00	1.00	\$6.00		
VOTE-BY-MAIL BALLOT SUPPLIES							
15	Correction Identification/Return Envelopes	\$0.35	\$5.25	0.50	\$2.63	0.50	\$2.63
15	Provisional Ballot Envelopes	\$0.35	\$5.25	0.50	\$2.63	0.50	\$2.63
1500	Instructions for Voters - 8.5 x 11	\$0.25	\$375.00	0.50	\$187.50	0.50	\$187.50
1500	Gray/Secrecy Envelopes	\$0.07	\$105.00	0.50	\$52.50	0.50	\$52.50
1500	Outgoing Envelopes - #14	\$25.00+0.30 ea	\$475.00	0.50	\$237.50	0.50	\$237.50
1150	PVBM ID/Return Envelopes - #11 - Yellow	\$25.00+0.35 ea	\$427.50	0.50	\$213.75	0.50	\$213.75

Quantity	Description	Unit Price	Total	Pro-rated	CITY'S SHARE	Pro-rated	LACCD SHARE
350	ID/Return Envelopes - #11 - White	\$25.00+0.30 ea	\$130.00	0.50	\$65.00	0.50	\$65.00
9	Voted Ballot Boxes for VBM Ballots-1/2 size	\$3.50	\$31.50	0.50	\$15.75	0.50	\$15.75
9	Labels for 1/2 size Voted Ballot Boxes	\$0.50	\$4.50	0.50	\$2.25	0.50	\$2.25
9	Seals for Voted Ballot Boxes	\$0.50	\$4.50	0.50	\$2.25	0.50	\$2.25
PRECINCT SUPPLIES							
9	Precinct Supply Sets	\$110.00	\$990.00	0.50	\$495.00	0.50	\$495.00
1	Sample Set	\$110.00	\$110.00	0.50	\$55.00	0.50	\$55.00
1	Vote by Mail Canvass Set	\$45.00	\$45.00	0.50	\$22.50	0.50	\$22.50
10	Sets of "I VOTED" stickers (700 per precinct + sample kit)	\$5.00	\$50.00	0.50	\$25.00	0.50	\$25.00
10	Sets of Opto-Mark Pens for Opto-Mark Ballots	\$17.25	\$172.50	0.50	\$86.25	0.50	\$86.25
6	Table Cloths / Colored	\$5.00	\$30.00	0.50	\$15.00	0.50	\$15.00
406	Roster pages / Active & Inactive Voters	9,903	\$378.78	0.50	\$189.39	0.50	\$189.39
460	Street Index pages / Active & Inactive Voters / 4 sets per precinct		\$244.55	0.50	\$122.27	0.50	\$122.27
11	Election Officer / Inspector's Guidelines & Checklists	\$3.00	\$33.00	0.50	\$16.50	0.50	\$16.50
41	Election Officer Appointment Forms	\$0.25	\$10.25	0.50	\$5.13	0.50	\$5.13
WRITE-IN CANDIDATE SUPPLIES							
10	Write-In Instruction Sheets / 1 per Precinct / CCD	\$0.25	\$2.50				
180	Slips with Write-in Candidates Names / 18 per Precinct / CCD	\$0.25	\$45.00				
REPORTS							
120 DAYS BEFORE							
1	Set of Out of State/Country Voter Labels	\$25.00	\$25.00	0.50	\$12.50	0.50	\$12.50
VBM TRACKING SYSTEM							
9941	Vote by Mail Tracking System / Active and Inactive Voters		\$1,047.94	0.50	\$523.97	0.50	\$523.97
9941	Polling Place Location Module for VBM Tracking System		\$144.50	0.50	\$72.25	0.50	\$72.25
MAILING LABELS							
1	NCOA (National Change of Address) Set-up charge	\$75.00	\$75.00	0.50	\$37.50	0.50	\$37.50
8069	NCOA Processing for Change of Address	\$0.00375	\$30.26	0.50	\$15.13	0.50	\$15.13
8069	Voter Address Labels / 54 day labels		\$648.45	0.50	\$324.23	0.50	\$324.23
26	Voter Address Labels / 29 day labels		\$201.30	0.50	\$100.65	0.50	\$100.65
15	Voter Address Labels / 15 day labels		\$200.75	0.50	\$100.38	0.50	\$100.38
1101	PVBM and VBM Voter Labels (54+29+15 day voters)	25.00+0.25	\$300.25	0.50	\$150.13	0.50	\$150.13
SAMPLE BALLOT / VOTER INFORMATION PAMPHLETS							
9000	Sample Ballot Pamphlets / 11 of 14 pages / City, CCD		\$5,400.00	0.55	\$2,943.00	0.46	\$2,457.00
3	(this cost excludes pages of candidates statements paid for by candidates, invoiced separately)			6 pages		5 pages	
OFFICIAL BALLOTS AND SUPPLIES							
1	Official Ballots - Typeset Ballot / per side / English & Spanish						
1	Card 1 / Front-101 / City, CCD	\$300.00	\$300.00	0.50	\$150.00	0.50	\$150.00
1	Card 1 / Back / CCD	\$300.00	\$300.00			1.00	\$300.00

Quantity	Description	Unit Price	Total	Pro-rated	CITY'S SHARE	Pro-rated	LACCD SHARE
1500	Official Ballots / Vote by Mail	\$0.22	\$330.00	0.50	\$165.00	0.50	\$165.00
5800	Official Ballots / Precincts	\$0.22	\$1,276.00	0.50	\$638.00	0.50	\$638.00
300	Official Ballots / Test-Duplicates	\$0.22	\$66.00	0.50	\$33.00	0.50	\$33.00
7600	Total Official Ballots						
1	Test / Duplicate Overprint / each Card	\$25.00	\$25.00	0.50	\$12.50	0.50	\$12.50
4200	Gray Secrecy Envelopes - Rental	\$35.00	\$147.00	0.50	\$73.50	0.50	\$73.50
BALLOT COUNTING / ELECTION NIGHT SUPPLIES							
1	Election Night Supply Kit	\$35.00	\$35.00	0.50	\$17.50	0.50	\$17.50
28	Counted Ballot Seals / 2 per precinct + extras	\$1.00	\$28.00	0.50	\$14.00	0.50	\$14.00
1	Ballot Counter Programming / Basic programming	\$1,250.00	\$1,250.00	0.50	\$625.00	0.50	\$625.00
1	Add'l Programming / Card 1-side 1 / 101 - City, CCD	\$500.00	\$500.00	0.50	\$250.00	0.50	\$250.00
1	Add'l Programming / Card 1-side 2 / 102 - CCD	\$500.00	\$500.00	1.00		1.00	\$500.00
9	Add'l Programming to count VBM's/Provisionals by precinct	\$20.00	\$180.00	0.50	\$90.00	0.50	\$90.00
2	Ballot Counter Operator(s)	\$650.00	\$1,300.00	0.50	\$650.00	0.50	\$650.00
1	Add'l Tally of Late VBM's & Provisional Ballots	\$600.00	\$600.00	0.50	\$300.00	0.50	\$300.00
SUBTOTAL							
	Subtotal / Taxable Items		\$18,653.51		\$9,180.01		\$9,473.51
	Sales Tax	0.0975	\$1,818.72		\$895.05		\$923.67
			\$20,472.23		\$10,075.06		\$10,397.17
MISCELLANEOUS SERVICES							
1	Election Officer Class	\$600.00	\$600.00	0.50	\$300.00	0.50	\$300.00
1	Mileage to Election Officer Class	\$49.00	\$49.00	0.50	\$24.50	0.50	\$24.50
27	Rental of Voting Booths - Regular	\$15.00	\$405.00	0.50	\$202.50	0.50	\$202.50
1	Repair/maintenance/re-wrapping of Voting Booths / hour	\$25.00	\$25.00	0.50	\$12.50	0.50	\$12.50
TRANSLATIONS							
1	Department of Justice compliance requirements - Revision/editing of new and current materials for Notices, Sample Ballot pages, VBM Materials, and Precinct Supplies into all languages - bi-annual charge per city	\$200.00	\$200.00	0.50	\$100.00	0.50	\$100.00
	Spanish Translations						
1	Ballot(s) / City	\$150.00	\$150.00	1.00	\$150.00		
MAILING SERVICES / SAMPLE BALLOTS							
1	54 Day File transfer to mailer, address machine setup	\$350.00	\$350.00	0.50	\$175.00	0.50	\$175.00
8069	Affixing Address Labels / <20,000		\$750.00	0.50	\$375.00	0.50	\$375.00
1	Postal documentation	\$70.00	\$70.00	0.50	\$35.00	0.50	\$35.00
1	29 Day File transfer to mailer, address machine setup	\$250.00	\$250.00	0.50	\$125.00	0.50	\$125.00
26	Affixing Address Labels	\$0.50	\$13.00	0.50	\$6.50	0.50	\$6.50
1	15 Day File transfer to mailer, address machine setup	\$100.00	\$100.00	0.50	\$50.00	0.50	\$50.00

Quantity	Description	Unit Price	Total	Pro-rated	CITY'S SHARE	Pro-rated	LACCD SHARE
15	Affixing Address Labels	\$0.50	\$7.50	0.50	\$3.75	0.50	\$3.75
POSTAGE ACTIVITY / SAMPLE BALLOTS							
	Postage Received from City / Check # 93718						
8057	Standard Rate Postage - 1st mailing-54 day file	(\$2,025.00)					
12	1st Class Postage - 1st mailing -Out of State/Country	\$1,751.55					
26	1st Class Postage - 2nd mailing	\$13.73					
15	1st Class Postage - 3rd mailing-15 day file	\$27.30					
	Additional Postage Due (Credit for unused postage)	\$36.75					
12	Affix Meter Tape 1st class Postage to Out State/Out Country	(\$195.67)	(\$195.67)	1.00	-\$195.67		
26	Affix Meter Tape 1st class Postage to Pamphlets-29 day	\$100.00	\$100.00	0.50	\$50.00	0.50	\$50.00
15	Affix Meter Tape 1st class Postage to Pamphlets-15 day	\$0.25	\$6.50	0.50	\$3.25	0.50	\$3.25
	MAILING SERVICES / VOTE-BY-MAIL BALLOTS	\$0.25	\$3.75	0.50	\$1.88	0.50	\$1.88
	PVBM's						
1101	Addressing PVBM Envelopes and labels / 54 + 29 + 15 days	\$0.25	\$275.25	0.50	\$137.63	0.50	\$137.63
DELIVERY SERVICES							
1	Deliver Sample Ballots to Post Office / 54 days	\$800.00	\$800.00	0.50	\$400.00	0.50	\$400.00
1	Deliver Precinct Supplies to City	\$450.00	\$450.00	0.50	\$225.00	0.50	\$225.00
1	Pickup Precinct Supplies after election from City	\$450.00	\$450.00	0.50	\$225.00	0.50	\$225.00
9	Pickup from & Return to County Warehouse - Ballot Boxes, etc.		\$335.00	0.50	\$167.50	0.50	\$167.50
22	UPS/Fed Ex charges		\$216.00	0.50	\$108.00	0.50	\$108.00
	Total Nontaxable Items		\$5,410.33		\$2,682.33		\$2,728.00
TOTAL DUE THIS INVOICE			\$25,882.56		\$12,757.39	+	\$13,125.17
TERMS NET 30 DAYS / 1.5% PER MONTH THEREAFTER							=
							\$25,882.56

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RECREATION AND COMMUNITY SERVICES DEPARTMENT

MEMORANDUM

TO: Mayor Antonio Lopez and Councilmembers

FROM: Don Penman, Interim City Administrator
By: Ismael Aguila, Recreation and Community Services Operations Manager

DATE: April 2, 2013

SUBJECT: Award of Contract (Contract No. 1707) to Advanced Electronics Inc. for Upgrades to Virtual Patrol Systems at City of San Fernando Parks

RECOMMENDATION:

It is recommended that the City Council:

- a. Award a Contract (Contract No. 1707) (Attachment “A”) to Advanced Electronics, Inc. for the installation and upgrades of Virtual Patrol Systems at Pioneer Park, Recreation Park, and the San Fernando Regional Pool Facility (Parks);
- b. Authorize the Interim City Administrator to execute a Construction Contract/Agreement with Advanced Electronics, Inc. that shall not exceed \$9,547.20; and
- c. Adopt Resolution No. 7528 (Attachment “B”) approving an allocation of Quimby Funds for the Virtual Patrol upgrades at Pioneer Park, Recreation Park, and the San Fernando Regional Pool Facility in an amount of \$12,000.

BACKGROUND:

1. In May of 2007, the San Fernando Police Department (SFPD) started exploring emerging wireless video surveillance technologies to increase public safety and began searching for funding opportunities for a citywide wireless mesh network to support a series of strategically placed cameras around the City.
2. On August 4, 2008, City Council approved an Urban Area Security Initiative (UASI) Fiscal Year 2007 Grant Fund for \$40,000 for the SFPD to purchase a wireless surveillance camera system to monitor City parks for the purpose of deterring crime, increasing public safety, and intelligence sharing capabilities.

Award of Contract (Contract No. 1707) to Advanced Electronics Inc. for Upgrades to Virtual Patrol Systems at City of San Fernando Parks

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3. On March 30, 2009, the City Council approved to augment the previous 2007 UASI grant award with \$40,000 of Quimby Funds to purchase and install surveillance capabilities needed at the San Fernando Regional Pool Facility (Pool Facility) and Recreation Park.
4. In September of 2009, the United States Department of Justice notified the SFPD that they had been awarded \$1,050,000 to fund the Virtual Patrol program under the Community Oriented Policing Services (COPS) Technology Grant Program.
5. On April 1, 2010, a Request for Proposal (RFP) was published seeking vendors that could complete the design, installation and training on the proposed Virtual Patrol project. The RFP was open for 30 days and closed on April 30, 2010. A total of two proposals were received.
6. On June 7, 2010, the City of San Fernando awarded Advanced Electronics, Inc. a contract for the complete design, installation, and training of the citywide virtual patrol program.
7. Since January of 2013, the SFPD and Recreation and Community Services (RCS) Department have collaborated to identify further updates for the Virtual Patrol program that will improve public safety at City Parks.

ANALYSIS:

Virtual Patrol Program

Virtual Patrol program consists of a series of radio antennas strategically placed around the City that provide live streaming video surveillance cameras back to the police station. All of the data is collected via a centrally located main receiver. That data is transported to the Police Department Communications Center and is available to any dispatcher working at one of the three workstations. This data is broadcast across the same mesh network and is available to officers in their patrol cars. This allows officers, responding to critical incidents, to gather real time intelligence and deploy resources safely and efficiently. The focus of Virtual Patrol has always been public safety. For that reason, SFPD selected the City's parks and mall area to be the areas where camera coverage is the heaviest. Currently, Las Palmas Park is operating with the Virtual Patrol program.

Proposed Installments/Upgrades

Currently, Pioneer Park has no Virtual Patrol cameras installed to provide public safety. It is proposed that the City of San Fernando install a Virtual Patrol system to provide live streaming video surveillance at Pioneer Park. By utilizing cameras purchased from the 2010 Virtual Patrol project, the costs will be kept relatively low. This project is estimated to cost approximately \$7,000 (see Construction Contract/Agreement Exhibit "A") and will include the following:

- Installation of four cameras (1-2 Pan Tilt Zoom)
- Installation of Network Switch (including box, cables, connectors, etc)
- Hardwire to AC connection
- Installation of 45 ft wooden pole

Award of Contract (Contract No. 1707) to Advanced Electronics Inc. for Upgrades to Virtual Patrol Systems at City of San Fernando Parks

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The Pool Facility and Recreation Park have a video surveillance system installed from the previous 2007 grant. However, the network systems used are outdated and not functioning properly. It is proposed that the City of San Fernando upgrade the network system at the Pool Facility and Recreation Park to consistently provide live streaming video surveillance. This project is estimated to cost approximately \$5,000 (see Construction Contract/Agreement Exhibit "A") and will include the installation of one network switch (including box, cables, connectors, etc).

Advanced Electronics

Since 1951, Advanced Electronics has been a premier system integrator in Southern California of wireless communication systems and services for Motorola Communication Equipment. Their team of sales, service, engineering, and operations are among the most qualified and best trained in the wireless industry. In 2010, Advanced Electronics completed the design, installation, and training of the Virtual Patrol project in the City of San Fernando, which included Las Palmas Park. Due to the highly specialized and high security nature of this project, it is recommended that Advanced Electronics be awarded the contract.

CONCLUSION:

Approval of the Construction Contract/Agreement will help the City provide live streaming video surveillance for park facilities and bring back vital video information to the police station thus increasing public safety. It is recommended that the City Council award a contract to Advanced Electronics, Inc. for the installation of and upgrades of Virtual Patrol Systems at City Parks and authorize the Interim City Administrator to execute a Construction Contract/Agreement with Advanced Electronics, Inc. In addition, it is recommended that the City Council adopt a Resolution approving an allocation of Quimby Funds for Virtual Patrol upgrades at the Pool Facility in an amount of \$12,000.

BUDGET IMPACT:

There is no budget impact to the FY 2012-2013 General Fund. Funding for the project will come from the Quimby Fee Fund (Fund 19).

ATTACHMENTS:

- A. Contract No. 1707 – Construction Contract/Agreement
- B. Resolution Number 7528

CONSTRUCTION CONTRACT / AGREEMENT
FOR VIRTUAL PATROL UPGRADES AT CITY PARKS
CITY OF SAN FERNANDO

This Agreement is entered into this 2nd day of April, 2013 by and between the City of San Fernando, a municipal corporation ("CITY") and ADVANCED ELECTRONICS, INC., a California corporation ("CONTRACTOR").

WITNESSETH:

That the CITY and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. The complete contract consists of the installation and upgrades of the Virtual Patrol Systems for Pioneer Park, Recreation Park, and the San Fernando Regional Pool Facility.

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

3. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: VIRTUAL PATROL INSTALLATION/UPGRADES AT PIONEER PARK, RECREATION PARK, AND THE SAN FERNANDO REGIONAL POOL FACILITY, LOCATED IN THE CITY OF SAN FERNANDO as are set forth in the "Scope of Work" Exhibit A attached hereto and incorporated herein by this reference.

CONTRACTOR agrees to perform all the work and furnish all the materials at his own cost and expense necessary to construct and complete in a good and workman-like manner and to the satisfaction of the City Engineer of the CITY, the Work of Improvement in accordance with the manufacture plans and specifications.

4. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of NINE THOUSAND FIVE HUNDRED FORTY SEVEN DOLLARS AND TWENTY CENTS (\$9,547.20). CITY shall not withhold applicable federal or state payroll or any other required taxes or other authorized deductions from the payment made to CONTRACTOR. No claims for compensation in excess of the not-to-exceed amount for the Project will be allowed unless such compensation is approved by the City Administrator, in writing.

CONTRACTOR shall submit to CITY an invoice, upon conclusion of the project, for the services performed pursuant to this Agreement. CITY shall pay the full amount within thirty (30) calendar days upon receipt of invoice from Contractor.

4. CONTRACTOR agrees to commence construction of the Work of Improvement within ten (10) days after issuance of a Notice to Proceed, and to continue in a diligent and workman-like manner without interruption, and to complete the construction thereof within TEN (10) calendar days from the date the Notice to Proceed is issued.

5. Time is of essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the CITY will sustain by reason of any delay in the performance of this Agreement. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following sum: Five Hundred Dollars (\$500.00) for each day's delay beyond the time herein prescribed for finishing work. If liquidated damages are not paid, as designated by the CITY, the CITY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under this Agreement in addition to any other remedy available to CITY. The CONTRACTOR shall not be assessed liquidated damages for any delay caused by the failure of a public utility to relocate or remove an existing utility required for the performance of this Contract.

6. For the purposes of this Agreement, the contract administrator and CITY representative shall be the City Recreation Operations Manager (hereinafter the "City Representative"). It shall be the CONTRACTOR responsibility to assure that the City Representative is kept informed of the progress of the performance of the services, and CONTRACTOR 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.

For the purposes of this Agreement, Robert W. Conrey, CEO/President is hereby designated as the principal and representative of CONTRACTOR 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 CONTRACTOR without the prior written approval of CITY.

7. CONTRACTOR shall be responsible for payment of all employees' and sub-CONTRACTORS' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

CONTRACTOR 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.

8. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code of the State of California. The CONTRACTOR shall adhere to Article 3, Chapter 1, Part 7 (Sections 1810, et seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR shall forfeit to the CITY as a penalty the sum of Five Hundred Dollars (\$500.00) for each worker

employed in the execution of this Contract by the CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of that article.

9. CONTRACTOR, by executing this Agreement hereby certifies:

“I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.”

10. To the full extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns from and against any and all claims, demands, causes of action, liability, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent or otherwise wrongful acts, errors or omissions of CONTRACTOR or any of its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of CITY’S choice. The parties understand and agree that the duty of CONTRACTOR to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

CONTRACTOR’s obligations under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY, its officers, agents, employees and volunteers.

CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations for the benefit of CITY, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged, intentional, reckless, negligent or otherwise wrongful acts, errors or omissions of CONTRACTOR or any of its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of CITY’s choice.

CITY does not, and shall not; waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

CONTRACTOR agrees that CONTRACTOR's covenant under this Section shall survive the termination of this Agreement.

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

- 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.
- 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.
- Worker's Compensation insurance as required by the State of California.
- Professional Liability Insurance with a minimum limit of Two Million Dollars (\$2,000,000) per occurrence.

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

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.

CONTRACTOR 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 CONTRACTOR'S expense, the premium thereon.

Prior to commencement of work under this Agreement, CONTRACTOR 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.

CONTRACTOR 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 coverage.

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. CONTRACTOR 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.

The insurance provided by CONTRACTOR 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 CONTRACTOR's insurance and shall not contribute with it.

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

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

If CONTRACTOR 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.

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

12. Contractor warrants all labor performed for thirty (30) days from the Acceptance Date. Contractor further warrants all parts used in repair are subject to the manufacturers' warranty, and Contractor shall deliver to City all paperwork related to the manufacturers' warranties by or before the Completion Date.

13. All documents, plans, specifications, reports, photographs, images, video files and media created or developed by Contractor pursuant to this Agreement ("Written Products") shall be and remain the property of the City without restriction or limitation upon its use, duplication or dissemination by the City. All Written Products shall be considered "works made for hire," and all Written Products and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Contractor shall not obtain or attempt to obtain copyright protection as to any Written Products. Contractor hereby assigns to the City all ownership and any and all intellectual property rights to the Written Products that are not otherwise vested in the City pursuant to this paragraph.

Contractor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the services and the production of all Written Products produced under this Agreement, and that the City has full legal title to and the right to reproduce the Written Products. Contractor shall defend, indemnify and hold Indemnitees harmless from any loss, claim

or liability in any way related to a claim regarding City's use of any of the Written Products. Contractor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Written Products produced under this Agreement. In the event the use of any of the Written Products or other deliverables hereunder by the City is held to constitute an infringement and the use of any of the same is enjoined, Contractor, at its expense, shall: (a) secure for City the right to continue using the Written Products and other deliverables by suspension of any injunction, or by procuring a license or licenses for City; or (b) modify the Written Products and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. This covenant shall survive the termination of this Agreement.

By or before the Completion Date, Contractor shall deliver to the City all Written Products and other deliverables related to the Project. If Contractor prepares a document on a computer, Contractor shall provide City with this document both in a printed format and in an acceptable electronic format. By or before the Completion Date, Contractor shall deliver to City all instructional manuals and materials related to equipment provided under this Agreement.

IN WITNESS WHEREOF, the said CONTRACTOR and the CITY ADMINISTRATOR and CITY CLERK of the CITY have caused the names of said parties to be affixed hereto, each in triplicate, the day and year first above written.

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 CONTRACTOR'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: Ismael Aguila, Operations Manager
City of San Fernando

208 Park Ave 23316 S.
San Fernando, California 91340
Telephone: (818) 898-1290

Facsimile: (818) 898-2155

If to CONTRACTOR:

Attn: Robert W. Conrey, CEO
ADVANCED
ELECTRONICS, INC.
2601 Manhattan Beach Blvd.
Redondo Beach, Ca 90278
Telephone: (310) 725-0410 ext 201

Facsimile: (310) 643-8166

With a courtesy copy to:

Rick R. Olivarez, City Attorney
Olivarez Madruga, P.C.
1100 South Flower Street

Suite 2200
Los Angeles, CA 90015
Telephone: (213) 744-0099
Facsimile: (213) 744-0093

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.

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

CITY OF SAN FERNANDO

CONTRACTOR: ADVANCED
ELECTRONICS, INC.

Don Penman
Interim City Administrator

By:

Bill Clevenger
Owner

ATTEST:

Elena G. Chávez
City Clerk

APPROVED AS TO FORM:

Rick R. Olivarez
City Attorney



Quote

PAGE: 1


MOTOROLA
 Authorized Two-Way
 Radio Dealer

Advanced Electronics Inc.

2601 Manhattan Beach Blvd., Redondo Beach, CA 90278 * 310-725-0410 * Fax 310-643-8167
 1000 Town Center Drive, Suite # 300, Oxnard, CA 93036 * 805-604-9166 * Fax 805-604-9199
 865 S. Milliken Ave., Suite C & D, Ontario, CA 91761 * 909-390-0460 * Fax 909-937-7127

ORDER DATE: 1/21/2013

www.advancedelectronics.com

CUSTOMER NO.: 1278102

BILL TO:

CITY OF SAN FERNANDO PD
 910 FIRST STREET
 SAN FERNANDO, CA 91340

SHIP TO:

TONY VAIRO
 POLICE DEPARTMENT
 910 FIRST STREET
 SAN FERNANDO, CA 91340

CONTACT: CITY OF SAN FERNANDO

PHONE: 818-898-1263

EMAIL:

CONTACT: TONY VAIRO

PHONE:

EMAIL:

ORDER NO	PO NUMBER	SHIP VIA	FOB	TERMS	SALESPERSON
0050486		OUR TRUCK		NET 30	WENDY SMIT
ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED	
	PIONEER PARK				
2808	NETWORK SWITCH	1.00	185.00	185.00	
MISC	MISC SUPPLIES	1.00	800.00	800.00	
	BOX,CABLES,CONNECTORS, ETC				
LABOR	LABOR FOR	24.00	160.00	3,840.00	

This quote will expire on 2/28/2013 unless an extension is requested and granted in writing.

EQUIPMENT WILL BE INVOICED UPON RECEIPT BY
 ADVANCED ELECTRONICS, INC. AT THE STATED TERMS.

NET ORDER:	4,825.00
FREIGHT:	0.00
SALES TAX:	88.66
TOTAL:	4,913.66

 Authorized Signature

 Authorized Printed Name

 Date

Information contained herein is privileged or confidential and is exempt from the public disclosure provisions thereof. It is furnished to the "reader" in confidence, with the understanding that it will not, without written permission of Advanced Electronics, be reproduced, used or disclosed for any purpose other than for which it was furnished. By signing this document, you have agreed to the above and the terms and conditions attached.



Sales Order

PAGE: 1


MOTOROLA
 Authorized Two-Way
 Radio Dealer

Advanced Electronics Inc.

2601 Manhattan Beach Blvd., Redondo Beach, CA 90278 * 310-725-0410 * Fax 310-643-8167

1000 Town Center Drive, Suite # 300, Oxnard, CA 93036 * 805-604-9166 * Fax 805-604-9199

865 S. Milliken Ave., Suite C & D, Ontario, CA 91761 * 909-390-0460 * Fax 909-937-7127

ORDER DATE: 1/21/2013

www.advancedelectronics.com

CUSTOMER NO.: 1278102

BILL TO:

 CITY OF SAN FERNANDO PD
 910 FIRST STREET
 SAN FERNANDO, CA 91340

SHIP TO:

 TONY VAIRO
 POLICE DEPARTMENT
 910 FIRST STREET
 SAN FERNANDO, CA 91340

CONTACT: CITY OF SAN FERNANDO

PHONE: 818-898-1263

EMAIL:

CONTACT: TONY VAIRO

PHONE:

EMAIL:

ORDER NO	PO NUMBER	SHIP VIA	FOB	TERMS	SALESPERSON	
0050484		OUR TRUCK		NET 30	WENDY SMIT	
ITEM	DESCRIPTION			QTY	UNIT PRICE	EXTENDED
	RECREATION PARK					
Z4-0414004	16 CHANNEL ENCODER AXIS			1.00	2,218.64	2,218.64
Z0-0415005	4 CHANNEL ENCODER AXIS			1.00	558.00	558.00
MISC	MISC SUPPLIES			1.00	300.00	300.00
LABOR	LABOR FOR			8.00	160.00	1,280.00

 EQUIPMENT WILL BE INVOICED UPON RECEIPT BY
 ADVANCED ELECTRONICS, INC. AT THE STATED TERMS.

NET ORDER:	4,356.64
FREIGHT:	0.00
SALES TAX:	276.90
TOTAL:	4,633.54

 Authorized Signature

 Authorized Printed Name

 Date

Information contained herein is privileged or confidential and is exempt from the public disclosure provisions thereof. It is furnished to the "reader" in confidence, with the understanding that it will not, without written permission of Advanced Electronics, be reproduced, used or disclosed for any purpose other than for which it was furnished. By signing this document, you have agreed to the above and the terms and conditions attached.

ATTACHMENT "B"**RESOLUTION NO. 7528****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO AMENDING THE BUDGET FOR THE
FISCAL YEAR 2012-2013 ADOPTED ON JULY 2, 2012**

WHEREAS, the City Council of the City of San Fernando has received and considered the proposed adjustment to the budget for Fiscal Year 2013, commencing July 1, 2012, and ending June 30, 2013; and

WHEREAS, the City Council of the City of San Fernando has determined that it is necessary to increase the expenditures of the Current City; and

WHEREAS, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2012 and ending June 30, 2013, a copy of which is on file in the City Clerk's Office, has been adopted on July 2, 2012.

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

Section 1: The following adjustment in expenditures is made in the named City fund:

1. Quimby Fee Fund – Increase in Expenditures: \$12,000
(Virtual Patrol Upgrades to City Parks)

PASSED, APPROVED, AND ADOPTED this 2nd day of April, 2013.

Antonio Lopez, 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 2nd day of April, 2013, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

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**ADOPTION OF RESOLUTION NO. 7527 APPROVING
LOAN AGREEMENT NO. 2012-13: ROPS-3 FROM THE
CITY OF SAN FERNANDO TO THE SUCCESSOR
AGENCY TO THE SAN FERNANDO
REDEVELOPMENT AGENCY**

NOTE: This item was removed from the agenda after the agenda was posted.

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PUBLIC WORKS DEPARTMENT

MEMORANDUM

TO: Mayor Antonio Lopez and Councilmembers

FROM: Don Penman, Interim City Administrator
By: Ron Ruiz, Public Works Director

DATE: April 2, 2013

SUBJECT: Award of Contract (Contract No. 1705) for Refuse Consultant

RECOMMENDATION:

It is recommended that the City Council:

- a. Award a Professional Services Agreement (Contract No. 1705) (Attachment "A") to R3 Consulting Group, Inc. (R3) to provide services to assist with the procurement and/or renegotiation process for Citywide refuse and recycling services in an amount not to exceed \$117,360; and
- b. Authorize the Interim City Administrator to execute a Professional Services Agreement with R3 that shall not exceed \$117,360.

BACKGROUND:

1. On June 8, 2012, the City issued a Request for Proposal (RFP) for consulting services for Citywide solid waste and recycling services.
2. On June 29, 2012, the City received four proposals for consulting services for Citywide solid waste and recycling services.
3. On July 2, 2012, the City Council gave direction to defer an Award of Contract for consulting services for Citywide solid waste and recycling services and the development of a one-year extension agreement with the Crown Disposal.
4. On February 21, 2012, the City Council directed staff to prepare an RFP for consulting services and to work with the City Attorney to develop an agreement to extend the current contract with Crown Disposal.

Award of Contract (Contract No. 1705) for Refuse Consultant

Page 2

5. On December 17, 2012, the City Council approved an amendment to the existing agreement (Contract No. 1465) with Crown Disposal extending City refuse services through February 2013 and directed staff to proceed with the selection process in order to retain consultant services.
6. On December 27, 2012 and January 15, 2013 staff interviewed all of the consultants that submitted proposals.
7. On December 28, 2012, City staff met with the Crown Disposal to discuss the development of a one-year contract extension.
8. On January 8, 2013, staff provided an update at the Budget, Personnel, and Finance (BPF) Standing Committee meeting regarding the development of a one-year contract extension with Crown Disposal.
9. On January 14, 2013, staff provided an update at the Natural Resources, Infrastructure, Water, Energy and Waste (NRIW) Standing Committee meeting regarding the development of a one-year contract extension with Crown Disposal.
10. On February 19, 2013, the City Council approved a one-year contract extension (Contract No. 1465 (b)) with Crown Disposal.

ANALYSIS:Recommendation for Award of Contract

The purpose of this memorandum is to recommend an award of contract to R3 to provide services for the renegotiation and/or procurement for City refuse and recycling services. This recommendation is the result of an RFP process conducted by staff, which also included interviews with each of the consultants submitting proposals. The retainment of a consultant is needed at this time to make sure the proper steps are taken to have a new long-term refuse contract in place by February 2014.

The consultant will be expected to have both expert knowledge of the refuse industry and how to manage complex negotiations. The consultant will also have current knowledge of refuse costs and services at other municipalities to establish benchmarks for the development of the new contract. Outside assistance is critical at this time due to limited City staffing available to dedicate to this time consuming task. Also, obtaining an outside consultant often demonstrates to the public that the procurement process is being handled in an objective manner to establish the best cost and service.

The list below includes the consultants that submitted proposals and their estimated costs based on a renegotiation or a new RFP or a combination of both.

Award of Contract (Contract No. 1705) for Refuse Consultant

Page 3

ACTIVITY	HF&H	R3	MSW	SWS
Renegotiation Only	\$30,000-\$65,000	\$31,940	\$43,000	\$30,000
RFP Only	\$136,000	\$85,420	\$54,000	\$40,000
Renegotiation and RFP	\$166,000-\$201,000	\$117,360	\$97,000	\$70,000

Staff Recommendation

The RFP process yielded four proposals, ranging from one-person managed smaller consultants to larger full staff consultants. These consultants are well established and have provided services to many municipalities. Labor hour rates ranged from a high of \$195 to a low of \$165 for senior staff. One of the challenges of the proposal review process was in determining total consultant costs due to the uncertainty in whether the process will be completed with a renegotiation with the current refuse provider or if it will continue on to a full procurement process for a new provider. In general, the longer the process takes the greater the consultant costs.

After a careful review of the proposals, staff is recommending an award of contract to R3. The firm was established in 2002 and is located in the City of Roseville, California with a satellite office in Los Angeles. Since their establishment they have provided refuse consulting services for approximately 69 agencies. Although the consultant is located in the northern part of the State, they have provided services to cities in Southern California, including the cities of Irwindale, Duarte, Hemet, Calabasas, Laguna Beach, and others. The consultant is also offering a not-to-exceed cost for all of their services.

The RFP staff review team consisted of the Public Works Director and the City Planner. Interviews were conducted with each of the consultants and were helpful towards gaining greater insight regarding current procurement trends. Through the process it was confirmed that a renegotiation process is not uncommon; however, there are both pros and cons that will later be presented to the City Council by the consultant. There was also much discussion given to the setting of franchise fees.

Criteria used for the review of R3 and the other consulting groups considered included the following:

- *Professional qualifications and experience of the consultant and its staff in assisting cities with the issuance and execution of an agreement for solid waste collection and recycling services.*

Through the proposal and interview process professional qualifications were provided and it was determined that R3 was strongly qualified to provide said services. As a larger consultant they offer comprehensive services without the need to subcontract certain tasks.

- *The Consultant's overall ability to perform work within the given schedule.*

All of the proposals provided a time line which meets the requirements listed in the RFP.

Award of Contract (Contract No. 1705) for Refuse Consultant

Page 4

- *Recommendation of relevant references.*

Three cities were contacted regarding R3's previous performance. Responses were highly favorable towards the consultant. City staff specifically asked a question regarding R3's staffing availability since the consultant is located in northern California. Staff also asked questions regarding the consultant's ability to honor the not-to-exceed fees.

All of the references confirmed that although the consultant is located in northern California the consultant was available locally as needed. The consultant's fee schedule also states that there will be no additional costs for any travel activities. R3 has stated previously that staff is immediately available locally and other staff is frequently in the area since they are currently providing consultant services to other local agencies. Regarding fees, the references confirmed that R3 provided all services within budget.

- *Fee Schedules/Total Cost*

Through the RFP process many criteria are considered to select the most qualified consultant best able to provide the needed services. Cost is not a sole factor for selecting a consultant. R3's fees are at the mid range level among the proposals received. Some of the other proposals received do offer lower fees, however, staff felt that these consultants did not quite match up to the experience and qualifications of R3.

Consultant Scope of Scope of Services

The complete scope of services is provided as Exhibit A in the attached contract agreement. Some of the services include the following:

- *Determine City's collection needs*

Among other needs the City is mandated to achieve certain diversion rates. The consultant will ensure that the refuse provider includes services and reports in a new contract to meet this requirement.

- *Negotiate with selected contractor and prepare new agreement for City Council approval*

The consultant will work with City staff, and the City Attorney to perform this task

- *Review of City needs*

In addition to determining basic service needs, staff is also interested in including a review of new practices and innovations for refuse services to possibly be included in the new contract.

- *Franchise Agreement*

This issue will require substantial analysis for the new contract. The current contract includes a pavement impact fee in place of a franchise fee to mitigate adverse impacts created onto the

Award of Contract (Contract No. 1705) for Refuse Consultant
Page 5

City streets by the weight of the refuse vehicles. For the next contract an array options should be considered for the new contract.

- *City Council presentations*

The consultant will conduct various presentations for the City Council regarding the procurement process. The Project Manager, Richard Tagore-Erwin, will lead the presentations.

Consultant Costs

The fiscal year City budget for 2012-2013 includes \$60,000 in Refuse Fund 72 for consultant services. The maximum fee to be paid to the consultant is \$117,360 to renegotiate a new contract and administer the RFP process for a new refuse provider. Under this scenario the consultant's services will continue into Fiscal Year (FY) 2013-2014 and additional funds in the amount of \$57,360 would also be budgeted to cover the remaining consultant fee. City costs for the consultant can be reimbursed to the City through the existing or new refuse provider in a new contract agreement. This is a common practice and has been confirmed in discussions with the consultants and refuse providers.

Although the consultant's fee may appear to be a large sum, it is a relatively small cost in order to best ensure that refuse services will be provided in a cost efficient manner. For example, assume the next contract will be valued at \$1 million annually for six years, for a total contract value of \$6 million. Under this scenario the consultant fee of \$117,360 is only 1% of the value of the new refuse provider's contract.

CONCLUSION:

The procurement process for refuse services is a long and sometimes complex process and will continue to be one of the larger valued contracts to be implemented by the City. Assistance is needed due to limited internal staffing and it is essential that sufficient resources are dedicated to this effort to best ensure that a new contract for refuse services is developed to provide cost effective and high quality services for community members. R3 offers substantial professional experience in the refuse procurement services and our equipped to handle the complexity of the procurement process.

BUDGET IMPACT:

There is no budget impact. This item is included in the City Council approved budget for FY 2012-13 in Fund 72 Refuse in the amount of \$60,000. Additional funds will be budgeted in FY 2013-2014 as needed, in amount not-to-exceed \$57,360 for any remaining consultant work.

ATTACHMENT:

A. Contract No. 1705

ATTACHMENT "A"**CONTRACT NO. 1705****AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is entered into this 2nd day of April, 2013 by and between the City of San Fernando, a municipal corporation ("CITY") and R3 Consulting Group, Inc., a California corporation ("CONSULTANT").

RECITALS

A. CITY has determined that it requires the following professional services from a consultant: issuance and execution of an agreement for Citywide solid waste collection and recycling services.

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.

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

C. "Commencement Date": April 2, 2013

D. "Expiration Date": April 30, 2014

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. 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 diligently and expeditiously.

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 Public Works Director (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, Richard Tagore-Erwin, Management Contact and Project Director, 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. 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.

D. 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.

E. 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 sum not to exceed ONE HUNDRED SEVENTEEN THOUSAND THREE HUNDRED SIXTY DOLLARS (\$117,360.00). 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 will be allowed unless such compensation is approved by the City Administrator, in writing.

B. 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 B). 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 submit to CITY an invoice, on a monthly basis, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Such itemizations shall include the days worked, number of hours worked by position, and authorized reimbursable expenses incurred with appropriate back-up documentation and receipts evidencing the authorized expenses, if any, for each day in the period and shall separately describe any additional services authorized by CITY. 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 a reimbursable expense and shall only be made where necessary to complete the services agreed to be performed under this Agreement. Travel expenses shall be reasonable and shall be incurred in the most cost efficient manner possible. CITY will not pay for travel expenses to and from City Hall. All requests for travel reimbursement shall be accompanied by appropriate back-up documentation and receipts evidencing authorized expenses.

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.

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. To the full extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns from and against any and all claims, demands, causes of action, liability, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent or otherwise wrongful acts, errors or omissions of CONSULTANT or any of its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on

behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY'S choice.

The parties understand and agree that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

B. CONSULTANT's obligations under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY, its officers, agents, employees and volunteers.

C. CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor 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 for the benefit of CITY, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged, intentional, reckless, negligent or otherwise wrongful acts, errors or omissions of CONSULTANT or any of its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

D. CITY does not, and shall not; waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. CONSULTANT agrees that CONSULTANT's covenant under this Section shall survive the termination of this Agreement.

E. 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.

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 ten (10) 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: Ron Ruiz, Public Works Director
City of San Fernando
117 Macneil Street
San Fernando, CA 91340
Telephone: (818) 898-1222
Facsimile: (818) 361-6728

If to CONSULTANT:

Attn: Richard Tagore-Erwin
Management Contact and Project Director
R3 CONSULTING GROUP, INC.
627 South Highland Ave., Suite 300
Los Angeles, CA 90036
Telephone: (323) 559-7470
Facsimile: (916) 782-7824

With a courtesy copy to:

Rick R. Olivarez, City Attorney
1100 S. Flower Street, Suite 200
Los Angeles, CA 90015
Telephone: (213) 744-0099
Facsimile: (213) 744-0093

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. ATTORNEY'S 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.

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

CITY OF SAN FERNANDO

R3 CONSULTING GROUP, INC.

Don Penman
Interim City Administrator

By: _____
Richard Tagore-Erwin
Management Contact and Project Director

ATTEST:

Elena G. Chávez
City Clerk

APPROVED AS TO FORM:

Rick R. Olivarez
City Attorney

Section 1

Project Approach

R3 proposes to provide **“full service” solid waste consulting assistance** to the City of San Fernando (City). The R3 project team has assisted numerous cities and counties on similar projects, and we are prepared to work closely with the City Project Manager to complete all required tasks.

Our proposed scope of services is designed to allow R3 to act as an extension of City staff and assist in the following aspects of this project:

- Determining collection needs, including service options, pros and cons of each, and estimated time frames to develop the procurement strategy (Objective 1);
- Evaluating pros and cons of renegotiating with Crown Disposal versus issuing an RFP (Objective 2);
- Developing a new franchise agreement, or agreements, that can be 1) used to negotiate with Crown Disposal or 2) issued as part of an RFP process;
- Conducting clarification or negotiation sessions as necessary;
- Finalizing the franchise agreement; and
- Assisting City staff with staff reports, memoranda, and presentation materials for City Council.

If the City selects an RFP process, R3 will also assist the City with the following:

- Compiling the RFP package, including drafting of the program requirements, the franchise agreement, pricing options for different collection approaches (i.e., weekly vs. bi-weekly green waste and recyclables collection, backyard vs. curbside collection, on-call vs. scheduled bulky waste collection, etc.);
- Participating at City Council meetings;
- Developing a mailing list of potential proposers;
- Developing minimum qualifications for proposers;
- Issuing the RFP(s) to qualified waste haulers;
- Conducting a pre-proposal conference(s) with potential proposers;
- Preparing written responses to questions submitted regarding the RFP, and preparing addenda as necessary;

Scope of Services

In developing our Project Approach and Work Scope, R3 has reviewed a wide range of information including the following:

- ✓ *The Request for Proposals document;*
- ✓ *Existing Franchise Agreement with Crown Disposal;*
- ✓ *City Ordinance No. 70 Solid Waste and Recyclables Collection Services;*
- ✓ *Websites for the City, Crown Disposal, and CalRecycle; and*
- ✓ *City's current Disposal Based Diversion Rates.*

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Scope of Services

- Conducting interviews with proposers;
- Assisting in the evaluation of responses from proposers; and,
- Assisting City staff with the presentation of the results of the evaluation process and staff recommendation to the City Council.

Scope of Services

Objective 1: Determine City's Collection Needs

R3 will work with City staff to develop a "knowledge base" that addresses the range of relevant issues that need to be considered in the Franchise Agreement Development process (Task 1.3). This knowledge base will serve as a framework for discussions with the City council, staff, and legal counsel leading to the development of the specifics of the new Franchise Agreement.

1.1 Data Request

Upon receipt of a written notice to proceed from the City, R3 will submit a document request list to City staff. The list may include, but is not limited to, the following items:

- Copies of the current City contract with Crown Disposal;
- Staff reports and/or presentations to the City council regarding solid waste planning, contracting and other relevant information;
- Historical disposal and diversion data;
- Current solid waste ordinances; and
- Any other relevant information.

The information collected in this task will be used in support of the development of the required knowledge base.

1.2 Evaluation of Existing Scope of Services

R3 will review the City's existing agreement and other relevant documents in order to document:

- All franchised programs and services (Baseline Services); and
- All other major components of those agreements.

The review of the major components of the City's existing agreement, and that of comparative franchise agreements discussed below, will be structured to support the development of the Draft Franchise Agreement (Task 1.3). That information will be presented in a letter report.

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R3 will also review recent franchise agreements and document the franchised programs and services and other major components of those agreements. That information will be incorporated into the letter report, with the major component information from those documents compared and contrasted to that of the City's existing agreement.

R3 proposes to review franchise agreements with comparable qualities, such as jurisdiction size, solid waste generation, diversion, customers, and type of collection and processing (source separated, mixed waste processing, split containers, etc.), including franchise agreements for the cities serviced by Crown Disposal, such as Calabasas, Santa Paula, and Beverley Hills. In addition, R3 will review other agreements that the City may wish to include.

1.3 Identify a System for Collection and Recycling Services

R3 will provide City staff with a letter report that details the pros and cons of various contracting options, such as:

- Extending the current Citywide Agreement;
- Conduct a competitive procurement process for exclusive Citywide residential and commercial services, with or without temporary (C&D) bin services; and
- Implementing separate exclusive contracts for single-family residential and commercial/multi-family collection services.

The report will also include new program requirements (such as AB 939 diversion requirements, sharps, commercial and multi-family sector recycling, rate setting procedures, etc.) discussed in Objective 1, and the current franchise agreement with Crown Disposal, and contrast them to agreements that have been drafted in the last few years.

R3 will discuss potential changes to the current franchise agreement with City staff. These include, but are not limited to:

- Exclusive citywide residential and commercial solid waste collection franchise;
- Container sizes;
- Green waste recycling collection options;
- Addition of programs to increase diversion (additional recyclable materials such as polystyrene, plastic bags, film plastic, aseptic containers, and expanded organic waste program including food contaminated paper containers, vegetative kitchen waste, meat scraps, eggs, and fish, as facilities are available);

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R3 recently assisted the City of Calabasas in soliciting separate proposals for (1) Container Collection Services (including single-family residential (including town homes) with cart service, and commercial, and multi-family complexes with bin service, and (2) Temporary Collection Services. This resulted in:

- ***A reduced number of haulers operating in the City in order to reduce traffic and improve the ease of monitoring of the City's haulers***
- ***Expanded programs and materials collected for recycling; and***
- ***Created uniform services to all customers within each service sector.***

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Scope of Services

- Alternative residential rate structures (e.g., variable can rates);
- Method of waste reduction, recycling, public education and community outreach programs and strategies;
- Rate adjustment mechanisms (CPI, RRI, detailed rate reviews, etc.);
- Financial incentives for the franchisee to increase recycling and/or penalties for failure to meet specified diversion requirements;
- Fees and fee amounts to be paid by franchisee;
- Regulatory requirements;
- Diversion standards;
- Performance bond requirements;
- Liquidated damages;
- Performance review requirements;
- Insurance requirements;
- Hauler billing vs. City billing; and
- City costs (i.e., pavement impact fee, franchise fee, street sweeping/storm drain, administrative fee, etc.).

R3 will present recommendations to City staff in a letter report and assist in determining the process to obtain the most cost-effective, quality service for the City residents and businesses. This will include a timeline identifying milestones that reflect a July 1, 2013 start date.

Objective 1 Deliverables:

- *Identify services provided under existing agreement; and*
- *Existing conditions and potential franchise agreement changes will be summarized in a letter report to City staff.*

Objective 2: Evaluate Appropriate Methods to Select Contractor(s) and Prepare New Agreement for Solid Waste Services

Building from the information identified in Objective 1, R3 will evaluate the appropriate methods to select contractor(s). A letter report will be developed identifying summarizing the recommendations from City staff on potential franchise agreement changes from Objective 1, and the advantages and disadvantages of sole-source negotiations and a competitive procurement process.

Some of the advantages and disadvantages are identified in Table 1-1, below. R3 will use this table as a starting point for outlining

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the negotiation and competitive procurement process for the City to consider.

Scope of Services

TABLE 1-1 Pros and Cons of the Negotiation Process and Competitive Procurement Process	
Sole Source Negotiation Process	
Pros	Cons
<ul style="list-style-type: none"> ▪ Less time required negotiating new/modified franchise agreement terms (4-6 months). ▪ Lower cost to the City (less staff time required for preparing RFP, evaluating proposals, monitoring transition, etc.). ▪ No transition to a new hauler. ▪ Does not preclude competitive procurement process if sufficient time is available. 	<ul style="list-style-type: none"> ▪ May not receive Crown Disposal's best deal in a non-competitive negotiation. ▪ No competitive pressure to assure market based rates. ▪ Crown Disposal may try to extend negotiations to limit the City's ability to pursue competitive procurement. ▪ Crown Disposal may be reluctant to accept terms that the City may want. ▪ Sole source negotiation may be perceived by the public and other haulers as a "good old boy" deal.
Competitive Procurement Process	
Pros	Cons
<ul style="list-style-type: none"> ▪ Increased competition may result in lower customer rates/ market based rates as compared to sole source negotiations. ▪ Provides more flexibility to add new programs or consider program options. ▪ City controls the process and timeframe. ▪ No perception of "good old boy" deal. 	<ul style="list-style-type: none"> ▪ More time required completing the process (approximately 8-12 months). ▪ Higher cost (preparing RFP, evaluating proposals, monitoring transition, etc.). ▪ May require transition to a new hauler. ▪ New hauler may be an unknown commodity.

Figure 1-1 illustrates the timing of a sole source negotiation process and a competitive proposal process. For example, the

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Scope of Services

City may decide to negotiate first or immediately begin the competitive procurement process.

Figure 1-1
Example of Negotiation and Procurement Milestones



**If Council decides to immediately undertake a procurement process, the process can be shortened by approximately 2 months*

The City intends to implement a new contract by July 1, 2013. As shown in Figure 1-1, it may be difficult to complete both the negotiation process and the procurement process by the contract termination date. On the other hand, it is beneficial that the City is keeping its options open by first negotiating with the incumbent contractor before deciding whether to initiate the procurement process.

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In selecting a contractor(s), the flow chart (right) outlines the different paths that can be taken throughout the process. This includes:

- The shortest timeframe to a new contract, which would be approximately 2-3 months to renegotiate with Crown Disposal;
- Immediately conduct a competitive procurement process, which would take 8-12 months; or
- If the initial negotiations with Crown Disposal are not successful, the City could then conduct a competitive procurement process, which would take 10 – 12 months (including the initial negotiation process).

Objective 2 Deliverables:

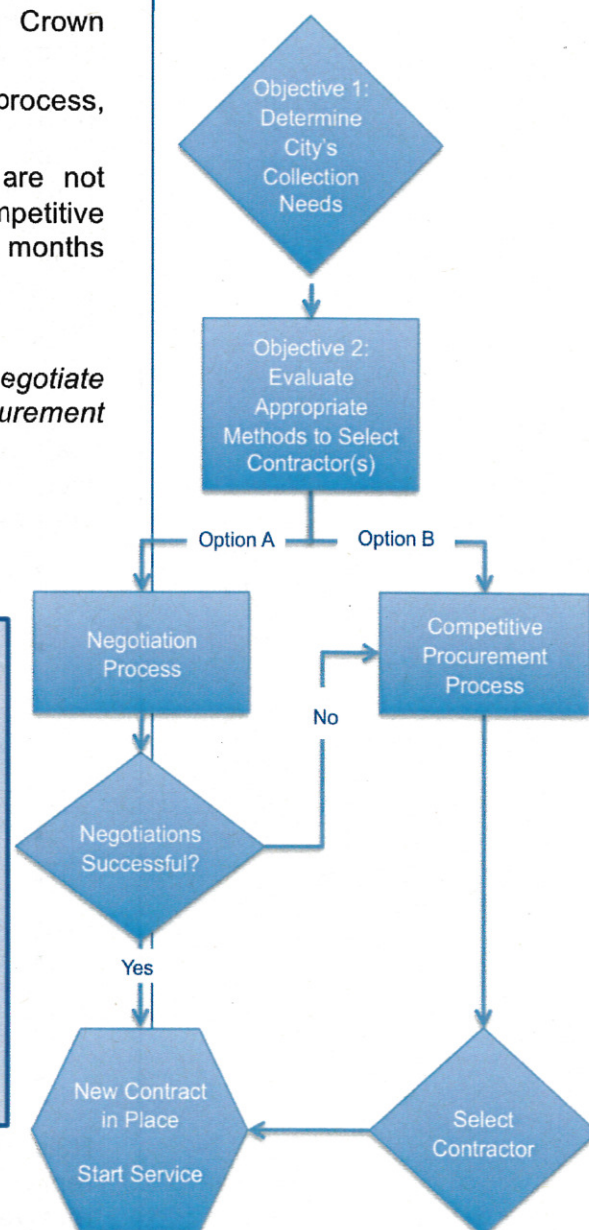
- Letter report that summarizes pros and cons to renegotiate the current contract or conduct a competitive procurement process; and
- Presentation to City Council.

After completing Objective 2, R3 will proceed as directed by City staff and/or City Council with the following draft Scope of Services for:

Option A. Renegotiate Contract with Current Contractor
and/or
Option B. Prepare and Evaluate Request for Proposals (RFP)

We would be happy to modify the draft scope of work as directed by the City to best meet its needs.

Scope of Services



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Scope of Services

Option A: Renegotiate Contract with Current Contractor

2.1A Initial Program Development and Evaluation

We will utilize the existing franchise agreement and the list above (Task 1.3), along with previous discussions as a starting point and develop a summary of items to be incorporated into the revised/new franchise agreement. In instances where the proposed requirement will be significantly different from that in the current agreement, we will prepare draft language for Crown Disposal to consider during the negotiation process. The final list of potential changes to the franchise agreement will be presented to City Council for approval and incorporated into the negotiation process.

R3 will work with City staff to develop "deal points" to guide the negotiation process with Crown Disposal. If requested by City staff, R3 will present the deal points to the City Council for their input and direction. The deal points will include outlined issues such as:

- Estimated "value" to Crown Disposal for extending the franchise agreement 5 – 7 years;
- Requested/desired concessions (programs, rates, franchise/pavement impact fee payments, reimbursement for the negotiation process, etc.) to be provided by Crown Disposal as a condition of a new franchise agreement;
- Items identified as a result of Task 1.3;
- Changing the compensation method for the hauler;
- Adding new/expanded recycling or organic waste programs;
- Developing a new agreement or modifying the current agreement based on the outcome of the negotiations; and
- The schedule for concluding negotiations/terminating negotiations that allows for the City to pursue a competitive proposal process if negotiations are not successful.

R3's recent experience shows a trend of more jurisdictions renegotiating with their current haulers to increase services, receive more benefits (i.e., franchise extension payments, higher franchise fees, "free" services) and to lock rates to avoid rate increases. The following table includes the results of R3's most recent negotiation assistance projects.

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TABLE 1-3
Recent Negotiation Assistance Results

Jurisdiction	Hauler	Benefits		
		Franchise Extension Payment	Expanded Programs	Rate Decrease/ Minimal or No Increase
Albany	Waste Management		✓	
Benicia	Republic / Allied	✓	✓	✓
Carlsbad	Waste Management		✓	✓
Citrus Heights	Republic / Allied	✓	✓	✓
Cotati	Redwood Disposal	✓	✓	✓
El Cerrito	East Bay Sanitary		✓	✓
Elk Grove	Republic / Allied	✓		✓
Fairfield	Republic / Allied	✓	✓	✓
Emeryville	Waste Management		✓	
Irwindale	Athens	✓	✓	✓
Laguna Beach	Waste Management	Under discussion		
Lomita	CalMet		✓	
Novato Sanitary District	North Bay Disposal		✓	✓
Paso Robles	Paso Robles Disposal		✓	
Plumas County	Waste Management / Intermountain Disposal		✓	
Rancho Cordova	Republic / Allied	✓	✓	✓
Rohnert Park	Rohnert Park Disposal	✓	✓	✓
San José	Multiple Haulers	✓	✓	✓
Wildomar	CR&R / Waste Management	Under discussion		
Woodland	Waste Management	✓	✓	✓
Yuba-Sutter RWMA	Recology		✓	✓

2.2A: Franchise Agreement Negotiations

Based on the results of Objective 1, and direction from City staff and/or City Council, R3 will serve on the negotiation team throughout the negotiation process. This will include attending meetings with City staff, preparation of negotiation session agendas, and attendance at negotiation sessions (phone and in-person). During the negotiation process, R3 will review and analyze cost and program data presented by Crown Disposal. To

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Scope of Services

the extent required, written responses will be prepared and presented. In addition, we will maintain a journal of items under discussion and items that have been agreed to. We will also monitor and track proposed changes to the franchise agreement in order to maintain an "audit trail".

In addition, we will meet with City staff during the negotiation process to discuss the status of ongoing strategy and for status updates.

2.3A: Prepare Franchise Agreement

Based on the results of the negotiations, R3 will draft the revised/new franchise agreement for review by the City and Crown Disposal.

The franchise agreement will be developed as outlined in Task 2.1B. Once comments have been received and resolved, we will finalize the franchise agreement.

2.4A Present Franchise Agreement to City Council

R3 will prepare a PowerPoint presentation that discusses the negotiation process and the revised/new franchise agreement that have resulted from those negotiations. We will be available to present the PowerPoint to the City Council or assist staff in the presentation as requested.

Objective 2 - Option A Deliverables:

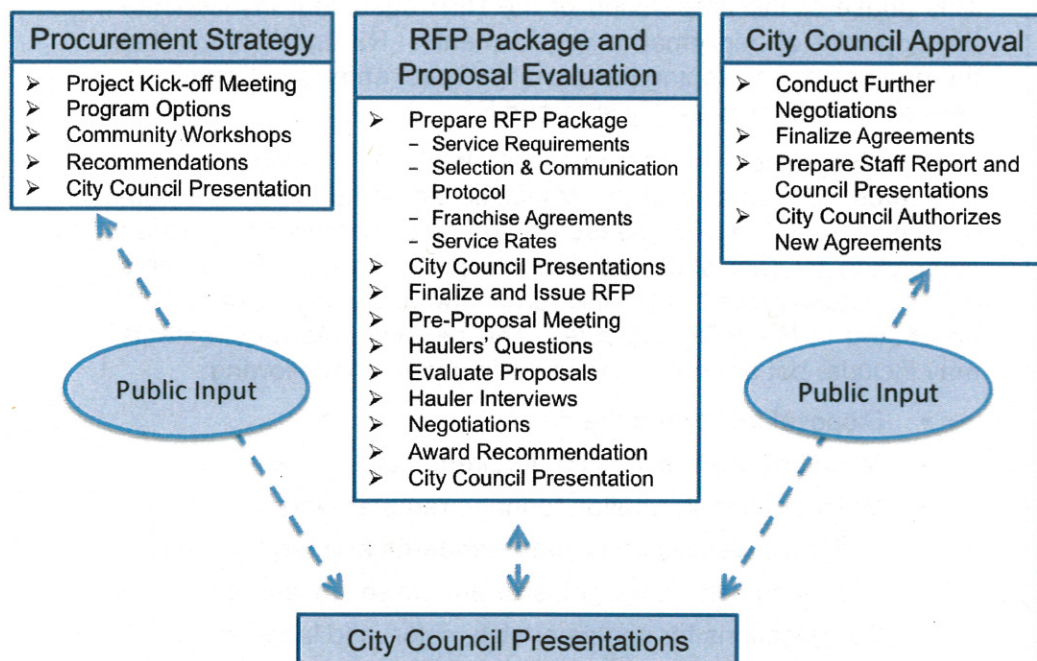
- *Meeting with City staff;*
- *Deal points;*
- *Preliminary negotiation schedule;*
- *City Council presentation;*
- *Planning sessions;*
- *Negotiation session agenda;*
- *Preparation and attendance at negotiation sessions;*
- *Preparation and attendance at meetings with City staff;*
- *Franchise agreement language tracking;*
- *Meetings with City staff and Crown Disposal;*
- *Electronic copies of the draft franchise agreement;*
- *Electronic copies and two (2) hard copies of the final franchise agreement;*
- *PowerPoint presentation of the franchise agreement to the City Council;*
- *Handout materials for the City Council; and*
- *An electronic copy and hard copies of the final franchise agreement.*

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Option B: Prepare and Evaluate Request for Proposals (RFP)

The following details R3's proposed work tasks for providing comprehensive assistance to procure residential solid waste collection and recycling services.

The following figure illustrates a general approach to providing procurement services.



For a competitive procurement process, R3 will assist the City, as directed, with:

- Confirming the desired franchised services;
- Drafting a franchise agreement with appropriate terms and conditions; and
- Preparing an RFP that provides for, among other things:
 - Existing solid waste drivers, customer service representatives and mechanics to be employed by the new private hauler;
 - Establishing an evaluation process and ranking system;
 - Distributing the RFP;
 - Conducting a pre-proposal conference and responding to questions;
 - Evaluating the proposals and preparing an evaluation report;

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- Interviewing top ranked proposer(s);
- Briefing the City Council;
- Assisting with negotiating the final agreement;
- Presenting final negotiated information to the City Council; and
- Finalizing the franchise agreement.

2.1B Draft Franchise Agreement

This phase of the preparation of the RFP document involves the development of performance requirements. R3 understands that the process of developing performance requirements will involve a series of meetings with City staff and R3.

The performance requirements will establish minimum service standards for inclusion in the franchise agreement that are both quantifiable and easily measured to verify compliance. Upon completion by City staff and R3, the performance requirements will be incorporated into the draft franchise agreement and distributed in the RFP package. The performance requirements may include, but are not necessarily limited to, the following:

- Disposal facility requirements;
- Minimum waste diversion requirements;
- Minimum transformation tonnage requirements;
- Collection vehicle emissions standards and requirements;
- Collection vehicle weight, size and noise limitations;
- Specifications for container size, color, and labeling;
- Public education program requirements (e.g., quarterly newsletter, annual campaigns, classroom presentations, etc.);
- Collection and recycling services to City offices, facilities and events;
- Collection service hours;
- Collection service quality standards;
- Collection driver uniforms and identification badges;
- Time requirements for responses to customer calls regarding service complaints (i.e., missed collections, material spillage, hydraulic leaks, etc.);
- Time requirements for container replacement or exchanges;
- Vehicle maintenance and replacement requirements;
- Minimum insurance coverage requirements; and
- Collection frequency and method.

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Scope of Services

In our experience, the franchise agreement should be developed and issued as part of the RFP package. This significantly reduces the time and cost of negotiations, and contractually links the requested services to proposed costs as part of the evaluation process.

Accordingly, R3 will prepare the draft franchise agreement to be included in the RFP package (Task 2.2B). Proposers will be required to specify any exceptions and provide language for any changes they propose as part of their proposal package.

In addition, proposers will not be allowed to make changes to the franchise agreement after submittal of proposals. The franchise agreement will include, at a minimum, the following primary sections:

- Definitions;
- Representations and warranties;
- Franchise term;
- Scope of services;
- Compensation;
- Annual cost adjustment process and formula;
- Franchise fees/pavement impact fees, and AB 939 fees;
- Operating assets;
- General requirements;
- Financial record-keeping and reporting requirements;
- Indemnity, insurance, and bond;
- Performance standards;
- List of services to be provided to City's parks, offices and facilities, green waste drop-off bins/compactors, and public schools located within the City;
- Breach, default, and remedies; and
- AB 939 diversion requirements and indemnification.

The franchise agreement will establish the scope of services to be provided by the contractor and will specify performance standards. Based on the results of discussions in Task 2.1B, the franchise agreement and cost forms included in the RFP package will be structured to allow the City to evaluate cost proposals for various service options.

2.2B Prepare Request for Proposals (RFP) Package

R3 will prepare an RFP package based on the results of Task 2.1B, performance standards, as well as our experience working with the solid waste community. The RFP will include the draft franchise agreement (Task 2.1B) and cost forms for proposers to complete. The RFP will specify minimum requirements and

R3

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qualifications and will require proposers to submit work plans that specify how they will transition to new services, achieve diversion requirements, implement customer service programs, and promote public education activities. Separate sections of the RFP may include, for example:

- Section 1: General introduction to the RFP documents;
- Section 2: Available demographic and service account data;
- Section 3: Current services and requested service requirements;
- Section 4: Communication protocol for the contractors and the City, qualification requirements, and the required submittal format;
- Section 5: Required work plans;
- Section 6: Evaluation criteria and evaluation process;
- Section 7: Proposal cost and service forms; and
- Section 8: Draft franchise agreement.

We suggest including CDs with response forms for the proposers to complete as part of the submittal package. As an option, the City may wish to post the RFP on its website in PDF format.

R3 will prepare draft staff reports and presentation materials, and attend City Council meetings, to present the details of the draft RFP, and evaluation and selection process options for discussion and approval prior to release.

2.3B Finalize & Issue RFP

R3 will finalize the RFP and provide the City with an electronic copy.

R3 has an extensive list of solid waste companies operating in California and nationally. R3 will provide the mailing list to the City in electronic format, or produce mailing labels as requested. R3 will work with the City to publicize the availability of the RFP package. R3 will also provide the City with a draft notice of the availability for release on City letterhead and work with City staff to post the RFP on the City's website.

2.4B Conduct Mandatory Pre-Proposal Meeting and Prepare the RFP Addenda

R3 will conduct a mandatory pre-proposal meeting with prospective proposers. The pre-proposal meeting will provide the opportunity for the City to review the RFP with prospective proposers and answer questions as appropriate. R3 will prepare written responses to questions raised before and during the pre-proposal meeting for submittal to all parties at the meeting. In addition, R3 will prepare addenda to the RFP as necessary.

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2.5B Evaluation of Proposals

R3 will assist the City with the evaluation of proposals received in response to the RFP. The evaluation will include, but not be limited to, conducting an initial "pass-fail" checklist against RFP minimum requirements, evaluating the proposers' qualifications and references, processing and disposal facilities, approach to meeting the City's diversion requirements, customer rates (prices), collection methods, customer service programs, financial statements, transition experience and work plans.

After the initial evaluation is completed, R3 will also prepare any written request for clarification to the haulers, as necessary. In the event a proposal does not meet the minimum requirements of the RFP, R3 will recommend that the proposal be disqualified as non-compliant with the RFP requirements.

R3's role in the evaluation process will also include facilitating the evaluation meetings, and the proposer interviews, along with several meetings with City staff, the Subcommittee, and presentations to the City Council to present the following: 1) a summary of the proposals received, and 2) the results of the evaluation process.

Objective 2 - Option B Deliverables:

- *Develop list of performance standards;*
- *Draft franchise agreement;*
- *An RFP package for distribution to prospective haulers that includes a background of the service area, requested services, RFP preparation instructions, evaluation and selection criteria, project schedule, draft franchise agreement, and all required cost and supporting forms to be filled out by the proposers;*
- *Providing process rules to guide the RFP process (e.g., how the proposers may communicate with City staff, the consultant, and the City Council);*
- *Preparing a mailing list of prospective proposers;*
- *Preparing a notice of availability of the RFP document and how proposers may obtain copies;*
- *An electronic copy of the RFP;*
- *Conducting a pre-proposal meeting;*
- *Preparing written responses to questions submitted before and during the pre-proposal meeting;*
- *Preparing addenda to the RFP, as required;*
- *Assisting the City with the evaluation of the technical feasibility of each proposal;*

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- *Preparing an evaluation matrix to easily compare the proposed programs and rates for each proposer;*
- *Preparing any written request for clarification to the proposers, as necessary;*
- *Scheduling and conducting interviews with the proposers;*
- *Assisting in the preparation of staff reports that summarize the proposals that were received;*
- *Assisting in the preparation of staff reports detailing results of the evaluation committee;*
- *Conducting four (4) meetings with City staff;*
- *Make four (4) presentations to City Council as follows (or otherwise directed by City staff):*
 - *Presenting the draft RFP documents to City Council;*
 - *Preparing a staff report and presenting the evaluating process and summary of proposals to City Council;*
 - *Presenting a staff report and presenting the evaluation results and recommendations to City Council; and*
 - *Presenting a summary of proposals and the results of the evaluation process to City Council.*

Objective 3: Negotiate with Selected Contractor(s) and Prepare New Agreement(s) for City Council Approval

3.1 Negotiate with Top Ranked Proposer(s)

Based on direction from City Council, R3 will participate in franchise agreement negotiations with the top ranked proposer(s). Negotiations will focus on clarifying the proposer's service and cost proposal, and incorporating any optional services as may be selected by City Council.

3.2 Finalize New Franchise Agreement for City Council Approval

Based on direction from City Council, R3 will incorporate any program changes or options selected by City Council and finalize the franchise agreement. This will include incorporating changes to the draft agreement through the issuance of addenda by the City, any final program options selected during the selection process, proposed rates, final work plans, exhibits, etc.

R3 will present the results of the evaluation process to City Council, including recommendations made by the Evaluation

R3

Team. This will include a summary of the proposal process, proposals received, the evaluation process, and the results and recommendations for award of the franchise agreement.

Objective 3 Deliverables:

- *Preparing a listing of outstanding service, cost, and franchise agreement issues to be negotiated with the proposers;*
- *Participating in negotiations with the top ranked proposer(s);*
- *Revising the franchise agreement(s) based on the results of the negotiation sessions¹;*
- *Preparing a draft staff report to the City Council to support the staff recommendation to execute an Agreement with the selected company(s); and*
- *Presenting the results of the final negotiations and the final franchise agreement(s) to the City Council for approval.*

¹ It has been our experience that minimal changes are required to finalize the franchise agreement.

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Optional Tasks

The following are examples of optional tasks that R3 has performed for other clients in the execution of similar procurement projects. These services would be performed as necessary at the direction of City staff.

Contract Compliance Review and Profit Analysis

Prior to negotiations with Crown Disposal, the City may consider conducting a contract compliance review.

Document Request and Review

For this Optional Task, within one week of written or verbal "Notice to Proceed" from the City, R3 will provide the City and Crown Disposal with a preliminary list of required documents to perform the Contract Compliance Review and Profit Analysis. This will allow the City and Crown Disposal to assemble the required documents so the Project Team can immediately begin work.

A preliminary list of documents may include, but is not necessarily limited to, the following items:

From the City:

- Correspondence between the City and Crown Disposal regarding any relevant contractual matters (e.g., service complaints financial issues);
- Audited financial statements; and
- Monthly, Quarterly and Annual reports submitted by Crown Disposal.

From Company: (some of these items can be reviewed on-site)

- Organizational charts and reporting relationships;
- Job descriptions, employee manuals and/or work rules;
- Audited financial statements;
- Records of fees paid to the City;
- Most recent quarterly and monthly billing register;
- Customer complaint log;
- Public education and outreach materials;
- Tonnage records by subscription class and program type, including disposal, recycling and green waste;
- Subscription levels by customer type and service area;
- Route maps, current route lists and collection schedules;
- Vehicle list and replacement schedule, maintenance records, and spill log;

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- Copies of Biennial Inspection of Terminals (BIT) inspections;
- Experience modification factors; and
- Worker's compensation and on-the-job injury summaries (OSHA Form 300 and Form 300A).

Contract Compliance Review

The Contract Compliance Review is designed to meet the following objectives:

- Verify Crown Disposal's compliance with the performance standards of the Agreement (Performance and Operating Review);
- Verify that service subscribers are billed the correct rate for the level of service provided (Billing Review);
- Verify that the fees required under the Agreement have been properly calculated and paid to the City (Payment Review); and
- Verify the diversion percentages reported by Crown Disposal (Tonnage Review).

In developing our approach for this Task, R3 has anticipated that the City and Crown Disposal will provide access to all required financial and operational records. In the event that access to the records is not granted or the records are unavailable, the testing protocol used to verify fee payments or subscriber billing will be modified to include those records that are available, and the Final Report will indicate the extent to which the scope of testing was limited.

Performance and Operating Review

R3 will document major terms and conditions in the Agreement that can be objectively evaluated and provide an assessment of Crown Disposal's compliance with those requirements.

Billing Review

The purpose of this task is to allow R3 to determine the extent to which residential and commercial subscribers are billed correctly for the level of service provided, and if billings are consistent with the appropriate rate schedule. The test of subscribers will include the following tasks:

- R3 will review Crown Disposal's most recent billing register and compare the amounts billed to the approved rate schedule. Any discrepancies will be identified and forwarded to Crown Disposal for review and comment. This analysis assumes that Crown Disposal can provide the required billing register in an Excel file or other format that allows it to be effectively sorted; and

R3

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- R3 will conduct a one-day residential field audit and physically examine the carts at various service addresses to determine if the service level provided is consistent with the service level billed to the customer. Any discrepancies will be identified and forwarded to Crown Disposal for review and comment.

Review of Franchise and Other Fee Payments

R3 will verify that fees required under the Agreement have been properly calculated and paid to the City.

Working with the City, R3 will document the payments for each of the fees during the prior fiscal year and assess the accuracy of those payments based on the requirements of the Agreement.

Review of Diversion Rate

R3 will review Crown Disposal's tonnage tracking system and assess the accuracy of its reported diversion level for the most recently completed fiscal year.

Profit Analysis and Rate Survey

Financial Statement Profit Analysis

R3 will perform a high level review of Crown Disposal's revenue statement to assess its profit level. The analysis will project the Company's operating ratio accounting for non-allowable and pass-through costs as specified in the Agreement. This analysis assumes that Crown Disposal will provide additional detail necessary to determine any non-allowable and pass-through costs that are not clearly shown in the financial statements.

Rate Survey

R3 will conduct a rate survey of jurisdictions in Los Angeles County and provide a comparison of the residential and select commercial rates (e.g., 1- and 2-yard weekly service) in those jurisdictions to the comparable service levels in the City.

Letter Report

R3 will document the results of the Contract Compliance Review and Profit Analysis in a Draft Report that will be submitted electronically to the City. The Draft Report will be revised, as appropriate, based on comments received from the City and we will then issue an electronic copy of our Final Report.

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Community Workshops

R3 believes that community participation at the early stage of selecting program options is a key feature of a successful procurement process. The primary objectives of the community workshops are to inform residents and businesses about the procurement process and to receive input on the proposed program options.

R3 will work with City staff, homeowners associations, business groups and local media outlets to provide opportunities for community input.

R3 proposes to conduct workshops at two specific points during the procurement process, including 1) during the development of program options, and 2) shortly after proposals have been received, but prior to City Council award.

Community Workshop on Program Options

R3 will conduct one (1) Community Workshop to generate input, respond to questions and comments, and to review program options (addressing issues such as service frequency and container options).

Prior to the initial Community Workshop, R3 will prepare and submit the presentation materials to City staff for review and comment.

Community Workshop to Summarize RFP Responses

R3 suggests that after the RFP responses have been received, one (1) additional Community Workshop be conducted to present a summary of programs and price options, and to seek input on the recommendations and selection (please note that City staff may direct R3 to conduct the second Community Workshop as part of the RFP development stage. Please note that because a final selection will not have been made by the City Council, information provided during this second phase of Community Workshops will be in summary form, with information not directly attributed to any specific company. Pricing information will be provided in the form of ranges.

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Transition Assistance

In order to ensure a smooth transition of haulers (potentially) and implementation of new programs, R3 will work with the selected contractor to develop and maintain a checklist to organize and track implementation tasks during the transition period. R3 proposes that the checklist be initially developed in conjunction with the selected contractor, and reviewed and updated regularly during the transition process. The following are examples of transition checklist tasks:

- Order collection vehicles, carts and/or bins;
- Develop a plan to coordinate the transition of customer and billing functions to a new hauler;
- Develop plan to coordinate the delivery of new carts and/or bins with the collection of old carts and/or bins from local residents and businesses;
- Develop new route maps and inform residents of collection day changes;
- Develop equipment inventory;
- Develop and implement public education campaign;
- Coordinate "Kick-off" media event for collection programs;
- Advertise community meetings; and
- Develop press releases.

Develop Contractor Reporting Checklist

The contractor will be required to submit numerous reports to the City during the contract term. R3 will develop a checklist for easy reference by both the City and the contractor to identify recurring contractual requirements and the corresponding due dates. The checklist will be used as a tool at the meetings between the City, the contractor and R3 to address concerns or confusion regarding these requirements.

The following are examples of reporting checklist tasks:

- Annual diversion report;
- Contractors payment to City;
- Financial information report;
- Accounting records;
- Contract materials records;
- CalRecycle (format) annual reports;
- Public education and outreach plan;
- Annual collection service notice; and
- Performance bond and insurance certificates.

R3

Update Pavement Impact Fees

Kick-Off Meeting

R3 will convene a Kick-Off Meeting with City staff to review the task objectives, approach, informational needs and deliverables. R3 will prepare an example impact fee calculation prior to the meeting using currently available data for the City. This calculation will be reviewed with City staff at the Kick-Off Meeting for purposes of illustrating the proposed approach.

Document/Analyze Jurisdictional Data

R3 will issue an information request to the City for data related to street networks and annual street related expenditures. Requested information will include, but may not be limited to, the following:

- Copies of the City's most current Annual Street Report;
- Number of residential, collector, arterial and other street lane miles (or center line miles if lane miles are not available);
- Residential, collector and arterial design Traffic Index (TI);
- Current, historical and target Pavement Condition Index (PCI);
- Average number of vehicle trips per day (single pass) per residential, collector and arterial streets;
- Percentage of residential trips made by trucks;
- Percentage of residential truck trips that are made by construction vehicles; and
- Projected annual pavement related cost to achieve the City's target PCI and schedule (number of years projected annual pavement is required to achieve target PCI).

To the extent any of the requested information is not available, R3 will use data from other sources that it will review with the City.

Document Refuse Vehicle Information

R3 will document the following information for the anticipated refuse vehicles that will be operating in the City under the new franchise. This information will be obtained from City staff, vehicle manufacturers and/or the existing franchisee:

- Number of residential solid waste accounts;
- Specific type and size of vehicles;
- Vehicle axle configurations and axle weight profiles;
- Vehicle gross and tare weights as well as legal capacities;
- Solid waste, recycling and yard waste collection frequency (e.g., weekly, bi-weekly);

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- Average number of passes each vehicle makes down a residential street segment; and
- Any other relevant information regarding residential collection services (e.g., the use of scout vehicles).

Calculate Refuse Vehicle Impacts

Using the information that has been obtained as part of the prior tasks, R3 will:

- Calculate the weekly Refuse Vehicle Single Axle Equivalents (SAE) experienced by a typical residential street;
- Calculate the City's total annual residential street maintenance cost attributed to pavement and non-pavement related activities;
- Determine the average total annual pavement related residential street maintenance cost funded with discretionary funds; and
- Determine the portion of that annual discretionary funding requirement attributed to Refuse Vehicles based on the proportion of the residential street impacts attributed to Refuse Vehicles (Pavement Impact Fee).

Reports

R3 will issue a Draft Report of our findings to the City for review and comment. R3 will then revise the report based on written comments received from the City and issue a Final Report.

For this task, R3 will be responsible for:

- Meeting with City staff;
- Calculating the cost impact of refuse trucks on the City streets;
- Preparing a Draft and Final Report detailing the results of this Task; and
- Incorporating the results into the RFP process and/or rate structures.

R3



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Los Angeles, CA 90036
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Fax: 916-782-7824
www.r3cgi.com

March 25, 2013

Mr. Ron Ruiz
Public Works Director
City of San Fernando
117 Macneil Street
San Fernando, CA. 91340

Dear Mr. Ruiz:

The R3 Consulting Group (R3) is pleased to have the opportunity to provide consulting services to the City of San Fernando. As you requested, we hereby confirm that our proposal includes the following:

- (1) R3 will prepare staff reports to Council and any required notices and flyers.
- (2) R3 will provide agendas for staff meetings and conference calls.
- (3) If our contract with the City is limited to renegotiating the existing contract with Crown disposal, our proposal includes one (1) or two (2) presentations to the City Council and/or City Council sub-committees. If the contract with the City also includes an open procurement to select a hauler, our proposal includes four (4) additional presentations to the City Council and/or City Council sub-committees.
- (4) I will serve as the lead in report preparations and presentations to City Council or Council sub-committees.
- (5) R3 will prepare a new Franchise Agreement to include a provision for the hauler to reimburse the City for the cost of R3's services.

Please contact me if you have questions or need additional information.

Sincerely,

A handwritten signature in blue ink that reads 'Richard Tagore-Erwin'.

Richard Tagore-Erwin
Principal

EXHIBIT B**Section 4****Project Cost**

Table 4-1 summarizes the costs by task and Table 4-2 summarizes the hours anticipated for each team member. A listing of our billing rates and charges follows in Table 4-3. R3 reserves the right to shift hours among tasks and staff as deemed necessary. **R3 does not charge for travel or production; therefore, all costs below are inclusive of all labor and expenses and are Not-To-Exceed.**

In addition, we would be happy to modify the scope of work as directed by the City to best meet its needs.

**TABLE 4-1
Project Budget**

Task	Cost
Objective 1: Determine City's Collection Needs	\$4,800
Objective 2: Evaluate Appropriate Methods to Select Contractor(s) and to Prepare a New Agreement for Solid Waste Services	\$5,100
Option A. Renegotiate Contract with Current Contractor	\$22,040
Option B. Prepare and Evaluate Request for Proposals (RFP)	\$65,280
Objective 3: Negotiate with Selected Contractor(s) and Prepare New Agreement(s) for City Council Approval	\$20,140

Notes:

- 1) Objective 3 will only be necessary if the City opts to conduct a competitive procurement process (Option B).
- 2) The Project Budget is not additive. For example, if the City opts to renegotiate the contract with Crown Disposal, the project budget would include Objective 1, 2 and Option A only; but if the City opts to conduct a competitive procurement process, the project budget would include Objective 1, 2, Option B, and Objective 3. And finally, if the City opts to renegotiate, but ultimately decides to initiate the procurement process, the project budget would include Objective 1, 2, Option A, Option B, and Objective 3; however, Option B may be reduced due to development of a Franchise Agreement document in Option A.

Fees / Cost Information

R3 suggests that if the City decides to:

- a) *Negotiate with Crown Disposal: a precondition of any such negotiation would be to require Crown Disposal to reimburse the City for the cost of the negotiation – regardless of the outcome of the negotiation process.*
- b) *Conduct a competitive procurement process: R3 suggests that the City require the hauler that is awarded the franchise agreement to reimburse the City for the cost of the competitive procurement process.*

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Fees / Cost Information

TABLE 4-2 Project Hours				
Task		Tagore-Erwin/ Hutchinson	Alpers	Baxter
Objective 1:	Determine City's Collection Needs	8	2	22
Objective 2:	Evaluate Appropriate Methods to Select Contractor(s) and to Prepare a New Agreement for Solid Waste Services	14	2	16
Option A.	Renegotiate Contract with Current Contractor	76	24	28
Option B.	Prepare and Evaluate Request for Proposals (RFP)	208	76	100
Objective 3:	Negotiate with Selected Contractor(s) and Prepare New Agreement(s) for City Council Approval	64	32	20

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Hourly Billing Rates and Charges

One aspect of the R3 project team that we believe sets us apart from most, if not all, of our competitors is the value received from our billing rates, which are among the lowest in the industry for the level of experience provided. Also, R3 does not charge for travel or production, unlike many of our competitors, who mark up their expenses.

We are able to keep our billing rates low because we are a small focused consulting firm without the overhead associated with our larger competitors, and with the specific goal of providing our clients with the "Best Value and Best Quality of Service" available in the industry. The following is a listing of R3's current rate schedule.

TABLE 4-3 Hourly Billing Rates and Charges January 1, 2012 – December 31, 2012		
Staff Classification	Project Team Member	Hourly Rate
Principal	Richard Tagore-Erwin Ric Hutchinson William Schoen	\$185.00
Senior Manager	Mark Alpers	\$175.00
Associate III	Carrie Baxter	\$135.00
Associate II	Melody Lasiter Jared Zitron	\$125.00
Associate I	David Pinter	\$100.00
Administrative Support		\$75.00

PAYMENTS

Unless otherwise agreed in writing, fees will be billed monthly at the first of each month for the preceding month and will be payable within 30 days of the date of the invoice.

Fees / Cost Information

R3

Fees / Cost Information

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ADMINISTRATION DEPARTMENT

MEMORANDUM

TO: Mayor Antonio Lopez and Councilmembers

FROM: Don Penman, Interim City Administrator

DATE: April 2, 2013

SUBJECT: Discussion and Direction Regarding Property Based Business Improvement District (PBID)

RECOMMENDATION:

It is recommended that the City Council provide staff with direction on how to proceed with the formation process for a Property Based Business Improvement District (PBID) for downtown San Fernando and the North Maclay business area.

BACKGROUND:

1. In 2010, a business improvement district was studied to help improve and promote downtown San Fernando and a portion of north Maclay. As part of that process, a steering committee was formed which defined a program of services, established preliminary boundaries, developed assessment formula options and budget scenarios, and suggested “zones of benefit” to differentiate assessments and level of services. The group also retained a consultant to assist them with this process. The City Redevelopment Agency funded this work.

The Steering Committee adopted a Draft Management Plan and the consultant partially completed the District Management Plan and Engineer’s Report (boundaries, assessment formula, budget).

2. In early 2011, due to issues with the City, work was suspended on the PBID project.
3. In early 2013, business representatives active in the PBID formation process approached the City about restarting the process.
4. On March 18, 2013, the City Council conducted a study session at which time members of the steering committee and their consultant, Steve Gibson from Urban Place Consulting, provided the City Council with an update on the progress to date and steps needed to complete the formation. The matter was scheduled for this meeting on April 2, 2013, so the City Council could consider whether to take any formal action on the project.

Discussion and Direction Regarding Property Based Business Improvement District (PBID)

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ANALYSIS:

At the March 18, 2013 City Council meeting, Urban Place Consulting included a handout (Attachment "A") and PowerPoint presentation. It identified what would be needed to complete the PBID establishment process. This includes the following:

- Establish a new stakeholder steering committee.
- Revisit the programs and budget proposed in the 2011 Management Plan to determine if there are changes or updates that need to be made to programs, budgets, assessment methodology or any other elements in the Management Plan.
- Update the property owner database to reflect current ownership.
- Create new Management Plan reflecting decisions made by the new steering committee.
- Create new engineers report which will reflect the latest case law on assessment districts especially in the area of general and special benefits.

To complete these tasks Urban Place Consulting is proposing a fee of \$15,000, which is \$5,000 above the original project budget. Staff time will also be involved and an active role by area property owners and businesses will be needed.

Timing of this process is an important consideration in that typically the assessments, if approved by property owners, are collected on the property tax roll. The County finalizes the roll in early August so all assessment information must be transmitted to the County by the first week in August. If this deadline is not met then assessments could be billed the first year by the City Clerk's Office. The schedule established by the consultant proposes the Proposition 218 assessment election to take place in June in order to make the August deadline. The City will conduct the election. Staff has some concerns regarding what seems to be a very tight schedule to meet the August deadline and the amount of staff time that will be needed for this process, while at the same time the City is conducting its special election regarding the transactions and use tax and finalizing its FY 2013-2014 Annual Budget.

In addition to the question of timing, there are two other key components that will need some direction from City Council; one is the budget question of how to finance the \$15,000 needed to complete the process, and the second is the finalization of the actual boundaries for the District, which currently includes City Hall, the Police Station, and all City and Successor Agency parking lots in the Civic Center, Downtown and the public common areas in Downtown.

The consultant contract approved by the Redevelopment Agency on March 15, 2010, was for a not-to-exceed fee of \$24,887. Of that total, \$15,000 was paid. Urban Place Consulting has indicated that it will require \$15,000 to complete the tasks through the Proposition 218 election, which is about \$5,000 above their earlier contract price. Since the Redevelopment Agency has been dissolved, this source of funding is no longer available. A source, or sources, of funds needs to be identified to complete this process, which might include Mall Assessment funds and/or City funds (which the City would have to borrow or reallocate from another budget account since there are no reserves).

Discussion and Direction Regarding Property Based Business Improvement District (PBID)

Page 3

The consultant has estimated that the City assessment will be approximately \$45,000 and it is staffs' understanding that this includes maintenance of the grounds of City Hall, the Police Station, and Parking Lot No. 6. It is also staffs' understanding that the public parking lots in Downtown would continue to be maintained by the City with revenue from parking meters. The Mall maintenance, which is currently financed by mall merchants who are assessed an amount on their business license to cover this cost would be absorbed in the PBID budget and the Mall marketing and promotion assessment would also be absorbed into the PBID. The City Council needs to determine if it wants the Civic Center properties included in the PBID, and whether there should be any other boundary adjustments.

CONCLUSION:

A group of Downtown business and property owners have expressed a desire to restart the process for formation of a PBID in Downtown and part of the North Maclay business area. Several steps and costs have been identified to bring the PBID to a vote of the affected property owners and the City will need to make some decisions regarding the timing, costs (including both administrative as well as assessments on City properties), and boundaries of the proposed district for it to proceed.

BUDGET IMPACT:

There are three budget matters for City Council consideration; these include:

1. Should the City contribute financially to complete the process of formation of the PBID.
2. Should the Civic Center properties be included in the proposed PBID boundaries, which would result in estimated costs to the City of \$45,000. Staff time is currently devoted to many of these maintenance activities and how these resources would be reallocated to other maintenance related work would also need to be determined.
3. Staff support for the PBID formation process will be needed and approval of the PBID would result in some ongoing staff involvement. During the formation process, there will be a public hearing and staff will have to conduct the Proposition 218 election and there will also be some City Attorney time as part of this effort. When the PBID process began in March 2010 there was staff, specifically the Assistant City Administrator, who was involved in this effort, however as a result of budget issues this position was left vacant after the incumbent left the City and overall staffing has been reduced. Some direction on how to support the formation process as well as ongoing support will need to be addressed.

ATTACHMENTS:

- A. Urban Place Consulting Memorandum
- B. PBID Study Area Boundary Map

ATTACHMENT "A"



MEMO

Date: March 15, 2013

To: Tom Ross

City of San Fernando

From: Steve Gibson

Re: Property Based Business Improvement District (PBID) process restart

The purpose of this memo and the information included with the memo, is to define the process that has taken place to date and what steps are needed to complete the process to establish a PBID in downtown San Fernando. Do to issues within the City of San Fernando work was suspended on the PBID project in early 2011.

Included as part of this memo is the original timeline for the project. As of 2011 steps 1 – 5 of the original timeline had been completed. Additionally a portion of step 6, the finalization of the management plan, had been completed. Three payments of \$5000 each had been made on the original contract a copy of which is included as part of this memo. The latest draft management plan prepared in January 2011 is also included as part of this memo.

To complete the PBID establishment process we will need to establish a new stakeholder steering committee to oversee completion. Working with the committee we will need to revisit the programs and budget proposed in the 2011 management plan. The committee will determine if there are changes or updates that need to be made to programs, budgets, assessment methodology or any of the elements contained in the management plan. An updated property owner database will need to be created to reflect current ownership.

A new management plan will be created reflecting decisions made by the new steering committee. The new management plan will also include changes to assessment district engineering which have been mandated by appellate court decisions rendered on assessment district benefits. An engineer's report, which is a requirement of establishing assessment districts, will be created. The engineer's report will reflect the latest case law on assessment districts especially in the area of general and special benefits.



The total cost to complete the PBID establishment process as outlined in the original timeline and contract is \$15,000. This is an approximate \$5000 increase in the original project budget. The increase is necessary to cover additional expenses of working with the new steering committee and the City to update the management plan and guide the process through the remaining steps. It also covers increases in the cost of producing a more detailed engineer's report which has been mandated by court decisions over the last two years.

We look forward to working with the City of San Fernando and downtown stakeholders to establish an effective property based business improvement district in San Fernando.

BID Establishment Time Line (Original 2010)

1. Defining the Need... Conduct outreach to property owners (April-June 2010)
2. Defining the District...Steering Committee decides upon (June-August)
 - a. program of services
 - b. boundaries
 - c. assessment formula options
 - d. budget scenarios
 - e. "zones of benefit" to differentiate assessments and level of service
3. Preparing the Plan...Consultant (August-Sept 2010)
 - a. prepare official map
 - b. prepare first draft of District Management Plan
 - c. submit draft data base to City Clerk for verification
4. Steering Committee adopts Draft Management Plan (September)
5. Board of Directors to adopt Steering Committee Recommendations (September)
6. Consultant finalize District Management Plan and Engineer's Report (boundaries, assessment formula, budget) (August – September)
7. Submit Draft management plan and engineers report to City Clerk (September)
8. Create petitions and collateral materials (September)
9. Mail out District Management Plan and petitions to all property owners (October)
10. Follow up campaign to secure signed petitions equal to 50% plus \$1.00 (Oct.-February 2010)
11. Signed Petitions to City Clerk (March 2011)
12. City Clerk/council review and approve (March)
 - a. Petition Sufficiency Finding
 - b. Adoption of Ordinance of Intention to Establish BID
 - c. Authorization to set public hearing date
13. City Clerk to arrange for ballot mailing (April)
14. City Council Public Hearing (45 days after mailing) (May/June)
15. City Clerk:
 - a. Publishes BID enabling Ordinance
 - b. Prepares City - administrative contract
 - c. Sends data to county
16. New BID begins operation (January 2012)

Downtown San Fernando Business Improvement District Management District Plan

**For
A Property Based
Business Improvement District
In Downtown San Fernando**

January 2011

**Prepared By
Urban Place Consulting Group, Inc.**

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For the
Downtown San Fernando Business Improvement District (District)
San Fernando, California

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Attachment

A. Engineer's Report

Section 1 Management District Plan Summary

The name of the proposed Property-based Business Improvement District is the Downtown San Fernando Business Improvement District (the "District"). The District is being established pursuant to Section 36600 et seq. of the California Streets and Highways Code, The "Property and Business Improvement District Law of 1994 as amended", hereinafter referred to as State Law.

Developed by the Downtown San Fernando Business Improvement District Steering Committee, the Downtown San Fernando Business Improvement District Management Plan is proposed to improve and convey special benefits to properties located within the Downtown San Fernando Business Improvement District area. The District will provide new and continued improvements and activities, including clean/safe/beautiful, marketing/events, special projects, and management. Each of the programs is designed to meet the goals of the District; to improve the safety of each individual parcel within the District, to increase building occupancy and lease rates, to encourage new business development; and attract ancillary businesses and services for parcels within the District.

Boundary: See Section 2, Page 6 and map page 7.

Budget: The total District budget for the 2012 year of operation is approximately \$594,766.

Improvements, Activities, Services:

CLEAN, SAFE, BEAUTIFUL	\$348,766	59%
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Enhanced Safe Programs:

A Downtown San Fernando Business Improvement District Safe Team Program made up of walking and/or driving patrols to deal with crime prevention, graffiti prevention and inappropriate conduct in the District.

Enhanced Clean and Beautiful Programs

- Sidewalk Sweeping
- Sidewalk Pressure Washing
- Graffiti & Handbill Removal
- Trash Removal

MARKETING & EVENTS	\$84,000	14%
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- Website
- Newsletter
- Social Media
- Advertising

- Special Events

SPECIAL PROJECTS**\$100,000 17%**

- Wayfinding Signage
- Landscape programs
- Tree Trimming
- Tree Lighting Program
- Parking System Improvements

MANAGEMENT/CITY FEES/SLOW PAY**\$ 62,000 11%**

Includes a contingency for assessments not paid in the year of assessment.

Method of Financing: A levy of special assessments upon real property that receives special benefits from the improvements and activities. (See Section 4, for assessment methodology)

Benefit Zones: The State Law and State Constitution Article XIID require that special assessments be levied according to the special benefit each parcel receives from the improvements. In order to match assessment rates to special benefits two benefit zones have been established. All property within the Downtown San Fernando Business Improvement District is assessed using the same assessment methodology. Rates for zones one and two were determined by the services provided to parcels within each zone and the special benefits provided from those services. (See Section 4, for assessment methodology)

Cost: Annual assessments are based upon an allocation of program costs by assessable footage. Two property assessment variables, parcel square footage and building square footage will be used in the calculation. The assessable square footage for each parcel is the sum of the building square footage and the parcel square footage for that parcel. The 2012 year assessments per assessable square footage will not exceed amounts listed in the following chart for each zone.

Zone	Per Assessable Sq Ft.
Zone One	\$0.1075
Zone Two	\$0.0625

Cap: Annual assessment increases will not exceed 5% per year. Increases will be determined by the business improvement district Owners' Association and will vary between 0 and 5% in any given year.

District Formation: District formation requires submission of favorable petitions from property owners representing more than 50% of total assessments to be paid and the return of mail ballots evidencing a majority of ballots cast in

favor of the assessment. Ballots are weighted by each property owner's assessment as proportionate to the total proposed District assessment amount.

Duration: The District will have a 5-year life beginning January 1, 2012 and ending December 31, 2016.

Governance: The Owners' Association will review District budgets and policies annually within the limitations of the Management District Plan and any other applicable laws. Annual and quarterly reports, financial statements and newsletters will be presented to and filed with the City of San Fernando (City). The Owners' Association will oversee the day-to-day implementation of services as defined in the Management District Plan.

Current Area A and B Assessment District

The current Area A and B assessment districts formed by the City of San Fernando in 1968 under Streets and Highways Code Section 36000 et.seq will be dissolved if the property based district proposed in this management plan is legally established. The current Area A district has assessment income of approximately \$48,000. Area B district has assessment income of approximately \$140,000.

Additional Funding Sources

Additional funding may be raised on a project basis through grants, sponsorships, fundraising and in-kind contributions.

Section 2

Downtown San Fernando Business Improvement District Boundaries

Overall Boundary

Starting at the corner of Fifth Street and Maclay Avenue the district boundary follows the east parcel line of parcels facing on the east side of Maclay Avenue between Fifth Avenue and Third Street. At Third Street the boundary turns east along Third Street to Brand Boulevard. At Brand Boulevard the boundary turns south along Brand Boulevard to the intersection with the north parcel line of parcels facing on the north side of Truman Street. The boundary turns east along the north parcel line of parcels facing on the north side of Truman Street to the intersection with the City of San Fernando Boundary. At the City Boundary the district boundary turns south along the City Boundary to an intersection with the south parcel line of parcels facing on the south side of Celis Street. The boundary turns west along the south parcel line of parcels facing on the south side of Celis Street to Chatsworth Drive. At Chatsworth Drive the boundary turns south to the south parcel line of parcel 2522-013-017 which is on the south east corner of Pico Street and Chatsworth Drive. The boundary turns west along the south parcel line of parcel 2522-013-017 to the intersection with the east parcel line of parcels facing on the east side of Brand Boulevard. The boundary follows the east parcel line of parcels facing on the east side of Brand Boulevard to the intersection with Kewen Street. At Kewen Street the boundary turns west along Kewen Street to the intersection with the west parcel line of parcels facing on the west side of Brand Boulevard. The boundary turns north following the west parcel line of parcels facing on the west side of Brand Boulevard to the intersection with Hollister Street. At Hollister Street turn west following the south parcel line of parcel 2522-006-900 then turn north following the west parcel line of parcel 2522-006-900 to the south parcel line of parcels facing on the south side of Pico Street. The boundary turns west following the south parcel line of parcels facing on the south side of Pico Street to the intersection with the east parcel line of parcels facing on the east side of San Fernando Mission Boulevard. The boundary turns south along the east parcel line of parcels facing on the east side of San Fernando Mission Boulevard to the intersection with Kewen Street. At Kewen Street the boundary turns west along Kewen Street to the intersection with the west parcel line of parcels facing on the west side of San Fernando Mission Boulevard. The boundary turns north along the west parcel line of parcels facing on the west side of San Fernando Mission Boulevard to the intersection with the south parcel line of parcel 2521-021-906 which faces on the south side of Pico Street. The boundary follows the south parcel line of parcel 2521-021-906 to the west parcel line of parcel 2521-021-906 and then follows the west parcel line of parcel 2521-021-906 to the intersection with Pico Street. The boundary turns west along Pico Street to Kalisher Street. At Kalisher Street the boundary turns north to Celis Street. At Celis Street the boundary turns west along Celis Street to the intersection with the City of San Fernando Boundary. At the City Boundary the district boundary turns north along the City Boundary to the north parcel line of parcel 2611-009-032 which faces on the north side of Truman Street. At parcel 2611-009-032 the boundary turns east along the north parcel line of parcels facing on the north side of Truman Street to the intersection with the west parcel line of parcels facing on the west side of Maclay Street. The boundary turns north along the west parcel line of parcels facing on the west side of Maclay Street to the intersection

with Fifth Street, including parcels 2520-025-010 and 2518-009-003. At Fifth Street the boundary turns east to the starting point.

Zone One is defined as all parcels within a boundary:

Starting at the corner of Library Street and Maclay Street the boundary turns east along Library Street to the intersection with the east parcel line of parcels facing on the east side of Maclay Street. The boundary turns south along the east parcel line of parcels facing on the east side of Maclay Street to the intersection with the north parcel line of parcels facing on the north side of Truman Street the boundary follows the north parcel line of parcel 2522-015-007, which is on the northeast corner of Truman Street and Brand Boulevard. The boundary turns south along the east parcel line of parcels 2522-0150007, 2522-015-902 and 2522-015-005 to the intersection with San Fernando Road. At San Fernando Road the boundary turns east to the intersection with Chatsworth Drive. The boundary turns south along Chatsworth Drive to the intersection with the south parcel line of parcel 2522-013-017. The boundary turns west along the south parcel line of parcel 2522-013-017 and continues along the south parcel line of parcels facing on the south side of Pico Street to the intersection with west parcel line of parcel 2521-021-906. The boundary turns north along the west parcel line of parcel 2521-021-906 to Pico Street and turns west along Pico Street to Kalisher Street. At Kalisher Street the boundary turns north along Kalisher Street to Celis Street. At Celis Street the boundary turns west along Celis Street to Workman Street. At Workman Street the boundary turns north along Workman Street to the north parcel line of parcels facing on the north side of Truman Street. The boundary turns east along parcels facing on the north side of Truman Street to the intersection with the west parcel line of parcels facing on the west side of Maclay Street. The boundary turns north along the west parcel line of parcels facing on the west side of Maclay Street to Library Street, including parcel 2520-025-010. At Library Street the boundary turns east along Library Street to the starting point.

Zone Two is defined as all parcels within the District Boundary that are not within the Zone One Boundary.

Map

District Boundary Rationale

The property uses within the general boundaries of the Downtown San Fernando Business Improvement District are a mix of retail, office, educational, governmental and parking. Services and improvements provided by the District are designed to provide special benefits to the retail, office, educational, governmental and parking parcels. All of the services provided such as the security work provided by the Safe Team and the maintenance work provided by the Clean Team are services that are over and above the City's baseline of services and are not provided by the City. These services are not provided outside of the District because of the unique nature of these services focusing on the particular needs of each assessed property within the District. These services provide particular and distinct benefits to each of the assessed parcels within the District.

In order to ensure that parcels outside of the District will not specially benefit from the improvements and services funded with the assessment, improvements and services will only be provided to individual assessed parcels within the boundaries of the District. Specifically, security patrols, maintenance / sanitation personnel, and similar service providers employed in connection with the District will only patrol and provide services to assessed parcels within the District, and will not provide services outside of District boundaries. Nor will District promotional efforts promote activities outside of District boundaries.

Northern Boundary: The northern boundary of the Downtown San Fernando Business Improvement District from Hubbard Avenue to just west of Maclay Avenue and from Brand Boulevard to the east City limit is the railroad right of way. The railroad right of way acts as a natural barrier. From just west of Maclay Avenue to Brand Boulevard the northern boundary is Fifth Street. Parcels north of Fifth Street are different in uses and character than the commercial properties south Fifth Street and because of this difference will not benefit from the District programs that are designed to provide special benefits to retail, office, educational, government and parking uses. In order to ensure that parcels outside of the District will not specially benefit from the unique improvements and services funded with the assessment, improvements and services will only be provided to individual assessed parcels within the boundaries of the District.

Eastern Boundary: The eastern boundary of the Downtown San Fernando Business Improvement District was determined by the zoning of the parcels east of the District boundaries. The parcels east of the District boundaries are zoned residential and as per State of California Streets and Highways code Section 36632.(c) *"are conclusively presumed not to benefit from the improvements and service funded through these assessments..."* In order to ensure that parcels outside of the District will not specially benefit from the unique improvements and services funded with the assessment, improvements and services will only be provided to assessed parcels within the boundaries of the District. Specifically, security patrols, maintenance personnel, and similar service providers employed in connection with the District will only patrol and provide services to individual assessed parcels within the District, and will not provide services outside of District boundaries.

Southern Boundary: The southern boundary of the Business Improvement District was determined by the zoning and use of the parcels south of the District boundaries. The parcels south of the District boundaries are zoned primarily residential. Residential zoned parcels, which are excluded by law from participating in the District, will not benefit from the District programs that are designed to provide special benefits to retail, office, educational, government and parking uses. In order to ensure that parcels outside of the District will not specially benefit from the unique improvements and services funded with the assessment, improvements and services will only be provided to individual assessed parcels within the boundaries of the District. Specifically, security patrols, maintenance personnel, and similar service providers employed in connection with the District will only patrol and provide services to individual assessed parcels within the District, and will not provide services outside of District boundaries.

Western Boundary: The western boundary of the Downtown San Fernando Business Improvement District was determined by the zoning and use of the parcels west of the District boundaries. The parcels west of the District boundaries are zoned residential and as per State of California Streets and Highways code Section 36632.(c) *“are conclusively presumed not to benefit from the improvements and service funded through these assessments...”* In order to ensure that parcels outside of the District will not specially benefit from the unique improvements and services funded with the assessment, improvements and services will only be provided to assessed parcels within the boundaries of the District. Specifically, security patrols, maintenance personnel, and similar service providers employed in connection with the District will only patrol and provide services to individual assessed parcels within the District, and will not provide services outside of District boundaries.

Section 3

District Improvement and Activity Plan

Process to Establish the Improvement and Activity Plan

Through a series of property owner meetings the Downtown San Fernando District Business Improvement District Steering Committee collectively determined the priority for improvements and activities to be delivered by the business improvement district. The primary needs as determined by the property owners were: safety/security, maintenance, marketing/events, management and special projects. All of the services provided such as the security work provided by the Safe Team and the maintenance work provided by the Clean Team are services that are over and above the City's baseline of services and are not provided by the City. These services are not provided outside of the District and because of their unique nature focusing on the particular needs of each assessed property within the District provide particular and distinct benefits to each of the assessed parcels within the District.

All of the improvements and activities detailed below are provided only to assessed properties defined as being within the boundaries of the District and provide benefits which are particular and distinct to each of the assessed properties within the proposed District. No improvement or activities are provided to properties outside the District boundaries. All assessments outlined in this Management District Plan go only for services directly benefiting each of the assessed property owners in this specialized zone. All services will be provided to the assessed properties defined as being within the District boundaries and no services will be provided outside the District boundaries. Each of the services: clean, safe, marketing, special projects and administration are unique to the District and to each of the Districts assessed properties therefore all benefits provided are particular and distinct to each assessed property.

All benefits derived from the assessments outlined in the Management District Plan are for services directly benefiting the assessed property and business owners within this area and support increased commerce, business attraction and retention, increased property rental income and enhanced overall safety and image within this commercial core. All services, projects, promotions, security, maintenance and professional/administration services are provided solely to assessed properties within the district to enhance the image and viability of assessed properties and businesses within the Downtown San Fernando Business Improvement District boundaries and are designed only for the direct special benefit of the assessed properties in the District. No services will be provided to parcels outside the District boundaries. (For a further definition of special benefits see Engineer's Report page 8 "Special Benefit")

The total improvement and activity plan budget for 2011, is projected at \$594,766. The costs of providing each of the budget components was developed from actual experience obtained in providing these same services to other business improvement districts within Southern California. Actual service hours and frequency may vary in order to match varying District needs over the 5 year life of the District. A detailed operation deployment for 2012 is available from the property owners association. The budget is made up of the following components.

CLEAN, SAFE, BEAUTIFUL PROGRAMS**\$348,766****Safe Team Program**

The Safety Program will provide security services for the individual assessed parcels located within the District in the form of a night vehicle patrol. The purpose of the Safe Team Program is to prevent, deter and report illegal activities taking place on the streets, sidewalks, storefronts, parking lots and alleys. The presence of the Safe Team Program is intended to deter such illegal activities as graffiti, trespassing, drinking in public, prostitution, illegal panhandling, illegal vending, and illegal dumping. The Program will supplement, not replace, other ongoing police, security and patrol efforts within the District. The Safe Team Program will maintain communication with the San Fernando Police Department (SFPD) area patrols and intends to report illegal activities to the SFPD. The Safe Team Program will only provide its services to assessed properties within the District boundaries. The special benefit to assessed parcels from these services is increased commercial activity which directly relates to increases in lease rates and customer usage.

Clean and Beautiful Program

In order to consistently deal with maintenance issues, a Clean and Beautiful Program will be established. A multi-dimensional approach has been developed consisting of the following elements. The clean team will only provide service to assessed properties within District boundaries. The special benefit to assessed parcels from these services is increased commercial activity which directly relates to increases in lease rates and customer usage.

Maintenance

Uniformed, radio equipped personnel sweep litter, debris and refuse from sidewalks and gutters of the District. District personnel will pressure wash the sidewalks.

Collector truck personnel collect trash from sidewalk trash receptacles as needed. District trucks are often called to assist SFPD to dispose of illegal food vendors' inventory. They are also dispatched to collect stolen shopping carts and large bulky items illegally dumped in the District.

Graffiti Removal: District personnel remove graffiti by painting, using solvent and pressure washing. The District maintains a zero tolerance graffiti policy. An effort is made to remove all tags within 24 hours on weekdays.

MARKETING & EVENTS**\$84,000**

It is important to not only provide the services needed in the District, but to tell the story of improvement in the District and to attract new users to the district through special events. The special benefit to District assessed parcels from these services is increased commercial activity which directly relates to increases in lease rates and enhanced commerce. Some of the marketing &

events programs being considered are:

- Newsletters & News Releases
- Downtown San Fernando BID Web Site
- Special Events
- Festivals
- Social Media
- Advertising

SPECIAL PROJECTS

\$100,000

The Special Projects budget is reserved for opportunities and additional projects that present themselves during the life of the District. These special projects will improve commerce by attracting pedestrians to provide a special benefit to the individual assessed parcels within the District. Special project funds will only be used to specially benefit assessed parcels within the District. Special projects may include activities such as increased holiday lighting projects, increased landscape maintenance, increased safe and clean programs, tenant recruitment and support, increased marketing or event production. The special benefit to assessed parcels from these services is increased commercial activity which directly relates to increases in lease rates and enhanced commerce.

MANAGEMENT/CITY FEES AND SLOW PAY

\$62,000

The improvements and activities are managed by a professional staff that requires centralized administrative support. Management staff oversees the District's services which are delivered seven days a week. Management staff actively works on behalf of the District parcels to insure that City and County services and policies support the District. City fees, uncollectible assessments and depreciation are included in this budget item. The special benefit to parcels from these services is increased commercial activity which directly relates to increases in lease rates and enhanced commerce.

FIVE YEAR OPERATING BUDGET

A projected five-year operating budget for the Downtown San Fernando Business Improvement District is provided below. The projections are based upon the following assumptions.

Assessments will be subject to annual increases not to exceed 5% per year. Increases will be determined by the District Owners Association and will vary between 0 and 5% in any given year. The projections below illustrate a maximum 5% annual increase for all budget items.

Revenues for specific programs may be reallocated from, year-to-year, among District activities within a 10% range. Budget reallocations above 10% must be approved by the City. However, the overall budget shall remain consistent with this Management District Plan.

Five Year Budget Projections *

	2012	2013	2014	2015	2016
Clean, Safe, Beautiful	\$348,766	\$366,204	\$384,514	\$403,740	\$423,927
Marketing, Events	\$84,000	\$88,200	\$92,610	\$97,241	\$102,102
Special Projects	\$100,000	\$105,000	\$110,250	\$115,762	\$121,551
Management, Fees, Slow Pay	\$62,000	\$65,100	\$68,355	\$71,773	\$75,361
Total Budget	\$594,766	\$624,504	\$655,729	\$688,516	\$722,941

***Assumes 5% yearly increase on all budget items funded by the Downtown San Fernando Business Improvement District.** Note: Any accrued interest or delinquent payments will be expended in the above categories.

Section 4

Assessment Methodology

In order to ascertain the correct assessment methodology to equitably apply special benefits to each assessed parcel for property related services as proposed to be provided by the Downtown San Fernando Business Improvement District, benefit will be measured by square feet of parcel size and square feet of building size. In order to more equitably distribute assessments with special benefits received two benefit zones have been established. In order to determine the two benefit zones special circumstances such as a parcel's location within the District area and need and/or frequency for services are carefully reviewed relative to the specific and distinct type of programs and improvements to be provided by each of the two zones within the District. (For a definition of special benefits see Engineer's Report page 8 "Special Benefit")

The methodology to levy assessments upon real property that receives special benefits from the improvements and activities of the Downtown San Fernando Business Improvement District is Assessable Square Footage. Assessable Square Footage is the sum of a parcel's Lot Square Footage and Building Square Footage. Lot square footage is relevant to the best use of a property and will reflect the long term special benefit implications of the improvement district. Building square footage is relevant to the interim use of a property and is utilized to measure short and mid-term special benefit.

Building Square Footage Defined. Building square footage is defined as gross building square footage as determined by the outside measurements of a building.

Lot Square Footage Defined. Lot square footage is defined as the total amount of area within the borders of the parcel. The borders of a parcel are defined on the County Assessor parcel maps.

Calculation of Assessments

The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of an improvement or the maintenance and operation expenses of an improvement or for the cost of the property service being provided. Due to the proportionate special benefits received by these parcels from the District services, these parcels will be assessed a rate which is proportionate to the amount of special benefits received. Only special benefits are assessable and these benefits must be separated from any general benefits.

The preceding methodology is applied to a database that has been constructed by District Property Owners and its consultant team. The process for compiling the property database includes the following steps:

- Property data was first obtained from the County of Los Angeles Assessor's Office.
- A list of properties to be included within the District is provided in Section 7.

Total Assessable Footage Within the District

Total District	
Lot Sq Ft	4,764,,043
Building Sq Ft	1,987,732
Total Assessable Sq Ft	6,751,775

Zone One	
Lot Sq Ft	2,648,577
Building Sq Ft.	1,188,706
Total Assessable Sq Ft	3,837,283

Zone Two	
Lot Sq Ft	2,115,466
Building Sq Ft	799,026
Total Assessable Sq Ft	2,914,492

Budget Distribution	Zone One	Zone Two
Total Budget	\$412,635	\$182,131

Based upon the methodology as set forth above, first year assessments are established as follows.

Each Zone's Assessment rate is determined by dividing each zone's share of the total budget by the total assessable square footage for that zone.

Zone One Assessment Rate	\$0.1075 per square foot
Zone Two Assessment Rate	\$0.0625 per square foot

Calculation Formula For Parcels within Zone One:

Lot Square Footage + Building Square Footage = Total Assessable Footage

Total Assessable Footage X Zone One Assessment Rate = Annual Assessment Cost

Example:

Lot Square Footage = 1000 + Building Square Footage = 2000 = 3000 Total Assessable Square Footage.

3000X\$0.1075= \$322.50 Total Parcel Assessment

Calculation Formula For Parcels within Zone Two:

Lot Square Footage + Building Square Footage = Total Assessable Footage

Total Assessable Footage X Zone Two Assessment Rate = Annual Assessment Cost

Example:

Lot Square Footage = 1000 + Building Square Footage = 2000 = 3000 Total Assessable Square Footage.

3000X\$0.0625= \$187.50 Total Parcel Assessment

Maximum Annual Assessment Adjustments

Assessments will be subject to annual increases not to exceed 5% per year. Increases will be determined by the District Owners Association and will vary between 0 and 5% in any given year. The projections below illustrate a maximum 5% annual increase for all budget items.

Maximum Assessment Table

Zone	2012	2013	2014	2015	2016
One	\$0.1075	\$0.1129	\$0.1186	\$0.1245	\$0.1307
Two	\$0.0625	\$0.0656	\$0.0689	\$0.0723	\$0.0760

Budget Adjustments

Any annual budget surplus will be rolled into the following year's District budget. The budget will be set accordingly, within the constraints of the management plan to adjust for surpluses that are carried forward.

Future Development

As a result of continued development, the District may experience the addition or subtraction of assessable commercial footage for parcels included and assessed within the District boundaries. The modification of parcel improvements assessed within the District may then change upwards or downwards the amount of total footage assessment for these parcels. In future years, the assessments for the special benefits bestowed upon the included BID parcels may change in accordance with the assessment methodology formula listed in the Management District Plan and Engineer's Report provided the assessment rate does not change. If the assessment formula changes, then a Proposition 218 ballot will be required for approval of the formula changes.

Time and Manner for Collecting Assessments

As provided by State law, the District assessment will appear as a separate line item on annual property tax bills prepared by the County of Los Angeles. The San Fernando City Clerk's office may direct bill the first years assessment for all property owners and will direct bill any property owners whose special assessment does not appear on the tax rolls.

The assessments shall be collected at the same time and in the same manner as for the ad valorem property tax paid to the County of Los Angeles. These assessments shall provide for the same lien priority and penalties for delinquent payment as is provided for the ad valorem property tax.

However, assessments may be billed directly by the City for the first fiscal year of operation and then by the County for all subsequent years. Any delinquent assessments owed for the first year will be added to the property tax roll for the following year. The "property owner" means any person shown as the owner/taxpayer on the last equalized assessment roll or otherwise known to be the owner/taxpayer by the City.

Disestablishment

California State Law Section 36670 provides for the disestablishment of a District. Upon the termination of this District any remaining revenues shall be transferred to the renewed District, if one is established, pursuant to Streets and Highways Code Section 36660 (b). Unexpended funds will be returned to property owners based upon each parcels percentage contribution to the total year 2016 assessments if the District is not renewed.

Government Assessments

The Downtown San Fernando Business Improvement District Management Plan assumes that the City of San Fernando and other government entities will pay assessments for property owned within the boundaries of the District. Article XIII D of the California Constitution was added in November of 1996 to provide for these payments.

Proposition 218, also known as "The Right to Vote on Taxes Act" states *"Parcels within a district that are owned or used by any agency, the State of California or the United States shall not be exempt from assessment unless the agency can demonstrate a clear and convincing evidence that those publicly owned parcels in fact receive no benefit."* All parcels in the District are assessed on their parcel square footage, building square footage and street front footage and receive special benefits based upon these footages.. It has been proposed that all government agencies pay each agency's "fair share" of assessment.

Current Area A and B Assessment Districts

The current Area A and B assessment districts formed by the City of San Fernando in 1968 under Streets and Highways Code Section 36000 et.seq will be dissolved if the property based district proposed in this management plan is legally established. The current Area A district has assessment income of approximately \$48,000. Area B district has assessment income of approximately \$140,000.

Section 5

District Rules and Regulations

Pursuant to the Property and Business Improvement law of 1994, as amended, a business improvement district may establish rules and regulations that uniquely apply to the District. The District has adopted the following rules:

- **Competitive Procurement Process**
The Owner's Association shall develop a policy for competitive bidding when purchasing substantial amounts of services, products and/or equipment. The policy will aim to maximize service, quality, efficiency and cost effectiveness.
- **Treatment of Residential Housing**
In accordance with Section 36632 (c) of the California Streets and Highways Code, properties zoned solely for residential or agricultural use are conclusively presumed not to receive special benefit from the improvements and service funded through the assessments of the District and are not subject to any assessment pursuant to Section 36632 (c). Therefore, properties zoned solely for residential or agricultural use within the boundaries of the District, if any, will not be assessed. The District does contain parcels that are zoned solely for residential use.
- **Renewal**
District funds may be used for renewing the District and for reimbursement of private sector contributions of funds to establish the District.
- **Loan Policy**
A loan against future assessment may be used to fund start up expenses prior to assessment money becoming available. Loans, if any, will be repaid from the appropriate future assessment.

Bonds

The Owners' Association will not issue bonds to finance any services or improvements in the District.

Section 6

Implementation Timetable

The Downtown San Fernando Business Improvement District is expected to be established and begin implementation of the Management District Plan on January 1, 2012. Consistent with State law the Downtown San Fernando Business Improvement District will have a five-year life through December 31, 2016.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is entered into this _____ day of _____, 2010 by and between the Redevelopment Agency of the City of San Fernando ("AGENCY") and Urban Place Consulting Group, Inc. ("CONSULTANT").

RECITALS

A. AGENCY has determined that it requires professional services from CONSULTANT to assist local stakeholders in establishing a property-based business improvement district in downtown San Fernando, an area located within Redevelopment Project Areas No. 1 and 1A.

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, AGENCY 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.
- B. "Approved Fee Schedule": Such compensation rates as are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference.
- C. "Commencement Date": March 22, 2010
- D. "Expiration Date": June 30, 2011

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. AGENCY 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 timeline set forth in Exhibit C 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 AGENCY. CONSULTANT shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

3. REPRESENTATIVES

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

B. CONSULTANT Representative. For the purposes of this Agreement, Steve Gibson 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 AGENCY.

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 not engage any subcontractors to provide services pursuant to this Agreement without the prior written approval of that subcontractor by AGENCY.

C. 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 AGENCY.

D. In the event that AGENCY, 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 AGENCY of the desire of AGENCY 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 AGENCY 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. AGENCY agrees to compensate CONSULTANT for the services provided under this Agreement, and CONSULTANT agrees to accept in full satisfaction for such services, a sum not-to-exceed twenty four thousand eight hundred eighty seven dollars (\$24,887) payable as earned during the Project in accordance with Exhibit B. The compensation payable hereunder includes all professional services. Payments shall be made in accordance with Section 8 herein. AGENCY 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 B will be allowed unless such additional compensation is authorized by AGENCY in writing. All requests for compensation in excess of the not-to-exceed amount must be submitted to the Agency Representative and approved by the Agency Board.

B. The amount set forth in paragraph A shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement.

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, and the amount of compensation for that additional work, is authorized by AGENCY in writing prior to the performance of such services.

8. METHOD OF PAYMENT

CONSULTANT shall submit to AGENCY an invoice upon completion of tasks and deliverables identified under Exhibit B of this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Such itemizations shall include the days worked, number of hours worked, and authorized reimbursable expenses incurred with appropriate back-up documentation and receipts evidencing the authorized expenses, if any, for each day in the period and shall separately describe any additional services authorized by AGENCY. Any invoice claiming compensation for additional services shall include appropriate documentation of AGENCY's prior authorization. Within ten (10) business days of receipt of each invoice, AGENCY shall notify CONSULTANT in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, AGENCY 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 AGENCY without restriction or limitation upon its use or dissemination by AGENCY. 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 a reimbursable expense and shall only be made where necessary to complete the services agreed to be performed under this Agreement. Travel expenses shall be reasonable and shall be incurred in the most cost efficient manner possible. All requests for travel reimbursement shall be accompanied by appropriate back-up documentation and receipts evidencing authorized expenses.

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 the AGENCY and shall not and is not intended to create the relationship of partnership, joint venture or association between AGENCY and CONSULTANT.

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 AGENCY. AGENCY shall grant such consent if disclosure is legally required or necessary to provide the services under this Agreement. All AGENCY data shall be returned to AGENCY 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 or other 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. To the full extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend AGENCY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns from and against any and all claims, demands, causes of action, liability, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent or otherwise wrongful acts, errors or omissions of CONSULTANT or any of its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of AGENCY's choice.

The parties understand and agree that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

B. CONSULTANT's obligations under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to AGENCY, its officers, agents, employees and volunteers.

C. CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor 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 for the benefit of AGENCY, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend AGENCY, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged, intentional, reckless, negligent or otherwise wrongful acts, errors or omissions of CONSULTANT or any of its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of AGENCY's choice.

D. AGENCY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by AGENCY, or the deposit with AGENCY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. CONSULTANT agrees that CONSULTANT's covenant under this Section shall survive the termination of this Agreement.

E. CONSULTANT agrees to pay all required taxes on amounts paid to CONSULTANT under this Agreement, and to indemnify and hold AGENCY harmless from any and all taxes, assessments, penalties, and interest asserted against AGENCY 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 AGENCY harmless from any

failure of CONSULTANT to comply with applicable workers' compensation laws. AGENCY shall have the right to offset against the amount of any fees due to CONSULTANT under this Agreement any amount due to AGENCY from CONSULTANT as a result of CONSULTANT's failure to promptly pay to AGENCY any reimbursement or indemnification arising under this Section.

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. Standard general liability insurance with a minimum limit of one million dollars (\$1,000,000) per occurrence.
2. Worker's compensation insurance as required by the State of California.
3. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with minimum limits of:

Bodily Injury Liability: \$50,000 each person and \$100,000 each accident.

Property Damage Liability: \$25,000 each accident.

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, AGENCY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, AGENCY 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 the AGENCY Representative 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 AGENCY and the City of San Fernando, 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 AGENCY. 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 AGENCY. Any insurance or self-insurance maintained by AGENCY, 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 AGENCY.

J. Any deductibles or self-insured retentions must be approved by AGENCY. At the option of AGENCY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to AGENCY, 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. AGENCY 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 AGENCY relating to CONSULTANT's performance in connection with this Agreement, CONSULTANT shall render any reasonable assistance that AGENCY 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. AGENCY 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. AGENCY shall have the right to terminate this Agreement for any reason or for no reason on thirty (30) 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 AGENCY. 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 AGENCY.

B. In the event of termination or cancellation of this Agreement by AGENCY, 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 AGENCY's sole judgment, which 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 AGENCY'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 AGENCY:

Attn: Mary Strenn
Interim Executive Director
San Fernando Redevelopment Agency
117 Macneil Street
San Fernando, CA 91340
Telephone: (818) 898-1201
Facsimile: (818) 361-7631

If to CONSULTANT:

Attn: Steve Gibson
President
Urban Place Consulting Group, Inc.
5318 E. Second St., Ste. 336
Long Beach, CA 90803
Telephone: (562) 439-6571
Facsimile: (213) 746-7876

With a courtesy copy to:

Michael Estrada, Counsel
Richards, Watson & Gershon
355 South Grand Avenue, 40th Floor
Los Angeles, CA 90071-3101
Telephone: (213) 626-8484
Facsimile: (213) 626-0078

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 AGENCY's prior written consent, and any attempt to do so shall be void and of no effect. AGENCY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

23. ATTORNEY'S FEES

In the event that AGENCY 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 AGENCY 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 AGENCY 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.

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

AGENCY:

CONSULTANT:

Mary Strenn
Interim Executive Director

By:

Steve Gibson
President

ATTEST:

Elena G. Chávez, Secretary

APPROVED AS TO FORM:

Michael Estrada, Counsel

EXHIBIT A
SCOPE OF SERVICES

See attached.



SCOPE OF WORK
Downtown San Fernando
Property Based Business Improvement District
Formation Process

Project Objectives

Urban Place Consulting Group, Inc. (the "Consultant") proposes to assist the City of San Fernando (the "City"), downtown San Fernando property owners (the "Property Owners") and the San Fernando Downtown Association (the "Association") in undertaking proceedings for the creation of a property based business improvement district (the "PBID") pursuant to the Property and Business Improvement District Law of 1994 (Streets and Highways Code Section 36600, et seq., (the "Law").

In concert with the Association, Property Owners and downtown San Fernando business owners, the Consultant will help guide a process that includes facilitating stakeholder education and consensus building, developing a property based management plan, developing a property owner petition and 218 Ballot, and securing consideration of the district implementation resolution by the San Fernando City Council.

This proposal is based on the understanding that the Association and Property Owners will provide significant staff time needed to facilitate this process at the local level, including staff time devoted to database development and verification, educating and building support within the property owners as well as leading the petition campaign. If significant support is not forthcoming, Consultant will notify the City that the support upon which this scope of work is based is not being provided. If Consultant is asked by the City to perform the tasks that were to be performed by the San Fernando Downtown Association there will be additional consultant fees over and above those covered by this contract. No claims for additional services performed by the Consultant which are beyond the services set forth by this scope of work will be submitted unless such additional work, and the amount of compensation for such additional work, is authorized by the Redevelopment Agency of the City of San Fernando (the "Agency") in writing prior to the performance of such services.

Specific project objectives include:

Working in concert with the Property Owners, the Consultant will develop a clear and concise Management District Plan that complies with the requirements of the Law, to carry out the optimal mix of maintenance, security, marketing, economic development and other programs as defined by the downtown stakeholders. The Management District Plan will serve as the business plan for the proposed PBID, providing



recommendations for governance structure, boundaries, benefit zones, service plan, budgets, assessments and financial projections.

The Consultant will draft the Management District Plan through a process that engages downtown San Fernando stakeholders, including civic leaders, property and business owners, and residents and builds “ownership” in and support for the plan.

Proposed Scope of Services

Three phases are anticipated over a 15-18 month project period, with the goal being the successful establishment of a PBID in downtown San Fernando. The proposed scope of services aims to build support for the district through a series of participatory processes that educate and engage stakeholders. Starting with a committed leadership base within the Property Owners, the process is designed to expand support for the establishment of the district. The three phases are summarized as follows and detailed in the labor schedule attached hereto.

Process Summary

PHASE ONE...SITUATION ANALYSIS

Step One: Defining the Need

This step aims to develop the program infrastructure that will lead to the successful establishment of the district. Key components are the formation of a project support committee within the property and business owners, as well as working with Association staff to develop and refine a database on downtown properties and businesses. A minimum of 12 hours of meetings will be held with property owners, business owners, residents and public officials to determine their initial thoughts on services as well as their possible level of support. A survey of property owners, business owners and residents will be developed by the Consultant and distributed and collated by Association staff.

Step Two: Consensus Building & Education.

Reaching out to a broader group of downtown San Fernando property owners, business owners, residents and civic leaders, the Consultant proposes a mix of focus groups and one-on-one meetings totaling a minimum of 32 hours to identify service priorities and the appetite for financially supporting district establishment. Clarification of City participation policies will begin during this step.

Product of Phase One

The feasibility and appropriateness of creating a PBID in the downtown area will be determined. Stakeholder priorities for services will also be determined as well as assessing property owner willingness to support PBID establishment.



PHASE TWO...BUSINESS PLAN

Step Three: Plan Development.

Based upon the input gathered from district stakeholders, the Consultant will develop a draft business plan for the district, including the identification of boundaries, recommended benefit zones, service plan options, governance structure, assessment methodology and formulae. With the prior written approval of the Agency, the Consultant will subcontract with a State registered professional engineer, whose contract is included within the scope and cost as provided herein, to develop an engineer's report that will meet the requirements of Proposition 218.

Step Four: Plan Review & Consensus.

The Consultant will present key components of the draft plan to district stakeholders through a series of two workshops and four individual meetings. Based upon the input from the workshops and project support committees, a consensus plan will be developed by the Consultant for the district. Plan review will also include public agencies with property in the district, with the goal of obtaining public agency participation.

Product of Phase Two

A fully defined management plan and engineer's report containing all the elements necessary to create and manage a results-oriented PBID in downtown San Fernando.

PHASE THREE...IMPLEMENTATION ASSISTANCE

Step Five: Property Owner Acceptance

The property owner petition drive is a campaign requiring extensive planning and organization. This step includes the Consultant providing limited campaign training for property owners, developing the petition package and advising on the petition drive. A successful petition campaign requires a combination of persistence, organization and finesse.

Step Six: Public Hearing and City Council Process

The Consultant is available to participate as needed in preparing testimony and presentations for the City Council resolution adoption process. Included in this step is working with the City in the preparation of the "218 Ballot" and supporting materials, as well as assisting in the ballot drive.

To keep the project consistent with the development goals of the Association and to reduce project costs, several levels of Association and Property Owners' involvement are critical within the scope of services.



Administrative: On-site logistical support is critical to the district formation process, including compiling mailing lists, sending meeting notices, setting meeting logistics, etc.

Research: The Association will need to work with the Consultant to compile, verify, maintain and organize the database on all properties within the district study area. The Association will also be required to research and compile a list of names and phone numbers for owners of properties proposed to be included in the district.

Executive: It is anticipated that Association Staff and the Property Owners' Steering Committee will be working closely with the Consultant in areas of policy, plan development, stakeholder outreach, petition drive and communications. An Association staff member will play the lead role in managing the petition campaign on a day-to-day basis.



LABOR SCHEDULE	Steve Gibson		Aaron Aulenta		Katie Gibson		Total	San Fernando Downtown Association Responsibility
	Hours	Rate	Hours	Rate	Hours	Rate		
		\$ 175		\$ 75		\$ 50		
Phase One: Situation Analysis								
Step One...Defining the Need								
1.1 Site orientation/Focus Groups/Interviews	4	\$ 700	4	\$ 300	4	\$ 200	\$ 1,200	Arrange meetings with key stakeholders
1.2 Defining the need (survey & meetings)	8	\$ 1,400	4	\$ 300	4.00	\$ 200	\$ 1,900	Print, mail and collate survey
1.3 Data Base Development (on going throughout process)	1	\$ 175	5	\$ 375	0.00	\$ -	\$ 550	Provide current database
Sub-Total: Step One	13	\$ 2,275	13	\$ 975	8	\$ 400	\$ 3,650	
Step Two...Consensus Building & Education								
2.1 Stakeholder focus groups	4	\$ 700	4	\$ 300	4.00	\$ 200	\$ 1,200	Get meeting sites, invite participants
2.2 One-on-One meetings	4	\$ 700	4	\$ 300		\$ -	\$ 1,000	Identify participants, set meetings
2.3 Steering committee meetings	4	\$ 700	4	\$ 300	4.00	\$ 200	\$ 1,200	Set meetings, notices, agenda, minutes
2.4 Data Base Development	1	\$ 175	4	\$ 300		\$ -	\$ 475	Review and update
2.5 Public sector, City participation, Base Line	2	\$ 350		\$ -	2.00	\$ 100	\$ 450	Primary Responsibility
Sub-Total: Step Two	15	\$ 2,625	16	\$ 1,200	10	\$ 500	\$ 4,325	
Total Phase One	28	\$ 4,900	29	2175	18	900	\$ 7,975	
Phase Two: Business Plan								
Step Three...Plan Development								
3.1 Draft management plan	19	\$ 3,325	0	\$ -	0.00	\$ -	\$ 3,325	Review Plan
3.2 Assessment methodology	6	\$ 1,050		\$ -	0.00	\$ -	\$ 1,050	Review methodology
3.3 Engineer's Report	1	\$ 175	1	\$ 75	0.00	\$ -	\$ 250	Review engineer's report
3.4 Data Base Development	2	\$ 350	5	\$ 375	0.00	\$ -	\$ 375	Continued review and update
3.5 District governance structure development	2	\$ 350		\$ -	0.00	\$ -	\$ 350	Review structure
Sub-Total: Step Three	28	\$ 4,900	6	\$ 450		\$ -	\$ 5,350	
Step Four...Plan Review								
4.1 Plan review workshops	8	\$ 1,400	4	\$ 300	4.00	\$ 200	\$ 1,900	All logistics for meetings, site, invite
4.2 One-on-One consensus building	4	\$ 700	4	\$ 300		\$ -	\$ 1,000	Identify participants, set meetings
4.3 Steering Committee meetings	4	\$ 700	4	\$ 300	4.00	\$ 200	\$ 1,200	Set meetings, notices, agenda, minutes
4.4 Final plan development	10	\$ 1,750	2	\$ 150		\$ -	\$ 1,900	Review Plan
Sub-Total: Step Four	26	\$ 4,550	14	\$ 1,050	8	\$ 400	\$ 6,000	
Total Phase Two	54	\$ 9,450	20	\$ 1,500	8	\$ 400	\$ 11,350	
Phase Three: Implementation								
Step Five...Property Owner Acceptance								
5.1 Data base refinement for campaign	0	\$ -	4	\$ 300		\$ -	\$ 300	Work with consultant
5.2 Campaign strategy/training	1	\$ 175	1	\$ 75		\$ -	\$ 250	Schedule training meetings
5.3 Develop communication/Newsletter	0	\$ -	0	\$ -	2	\$ 100	\$ 100	Write, print and distribute newsletter
5.4 Draft petition/city review	1	\$ 175	4	\$ 300		\$ -	\$ 475	Review
5.5 Petition packaging & distribution	0	\$ -	0	\$ -		\$ -	\$ -	Primary responsibility
5.6 Campaign management/meetings	0	\$ -	0	\$ -		\$ -	\$ -	Lead meetings, manage campaign
Sub-Total: Step Five	2	\$ 350	9	\$ 675	2	\$ 100	\$ 1,125	
Step Six...Public Hearing & City Council Process								
6.1 City council hearings	3	\$ 525		\$ -		\$ -	\$ 525	Organize speakers, turn out supporters
6.2 "218 Ballot Process"	2	\$ 350	4	\$ 300		\$ -	\$ 650	Print & package ballots
6.2 Development of contracts with City	2	\$ 350	0	\$ -		\$ -	\$ 350	Primary responsibility
6.3 Data base preparation for Assessor	0	\$ -	8	\$ 600		\$ -	\$ 600	Work with consultant
Sub-Total: Step Six	7	\$ 1,225	12	\$ 900		\$ -	\$ 2,125	
Total Phase Three	9	\$ 1,575	21	\$ 1,575			\$ 3,150	
Sub-Total: Project	91	\$ 15,925	70	\$ 5,250			\$ 21,175	
Total Consultant Labor		\$ 21,175						
Engineers Report		\$ 3,500						
Office & Administrative Budget (1% of labor fees)		\$ 212						
Total Project Budget		\$ 24,887						

EXHIBIT B

APPROVED FEE SCHEDULE

CONSULTANT shall complete the work described in Exhibit A for a total amount of compensation that does not exceed twenty four thousand eight hundred eighty seven dollars (\$24,887), which includes all out-of-pocket and reimbursable expenses. Such expenses include:

1. Costs of copying, printing, reproduction and sales tax.
2. Costs of long distance telephone, telecommunications, data communications, facsimile, postage and delivery services.
3. Subconsultant or professional services (when necessary) to complete work items described in Exhibit A.
4. Any travel, entertainment and other external expenses associated with this Agreement.
5. Parking and mileage.
6. Fees related to business licenses and insurance documents, as required by this Agreement.

CONSULTANT services to as defined by Attachment A of this Agreement will be payable as follows:

- \$5,000 due upon execution of this Agreement.
- \$5,000 due upon completion of, and product delivery from, Phase One.
- \$5,000 due upon completion of, and product delivery from, Phase Two.
- \$5,000 due upon completion of, and product delivery from, Phase Three.
- \$4,887 due within 30 days upon completion of the scope of services.

EXHIBIT C**PROJECT TIMELINE**

June 2010:	Completion of Phase One.
September 2010:	Completion of Phase Two.
June 2011:	Completion of Phase Three.

ATTACHMENT "B"

