

MEETING AGENDA

The City Council/Successor Agency of the City of Firebaugh
Vol. No.14/04-21

Location of Meeting: Andrew Firebaugh Community Center
1655 13th Street, Firebaugh, CA 93622
Date/Time: April 21, 2014/7:00 p.m.

CALL TO ORDER

ROLL CALL

Mayor Chris DeFrancesco
Mayor Pro Tem Craig Knight
Council Member Marcia Sablan
Council Member Freddy Valdez
Council Member Brady Jenkins

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA: Council votes to approve agenda as presented.

PUBLIC COMMENT

Per municipal code Ord. 2-2.1 "No business shall be brought before the city council without having first been referred to the city manager for scheduling on the council agenda." At this time any member of the public may address the Council on items of interest to the public that are within the jurisdiction of the City Council, which are not already on the agenda this evening. You will be permitted a single visit to the podium to state your comments & concerns. Please be brief, to the point, and limit your comments to three (3) minutes. No action or discussion shall be taken on any item not appearing on the agenda, except that Council members may briefly respond to statements made, or questions posed, by members of the public, if they so desire. Concerns, questions, or complaints will be referred to the City Manager's office.

PRESENTATION

- 2014 Farmers Market update

CONSENT CALENDAR

Items listed on the calendar are considered routine and are acted upon by one motion unless any Council member requests separate action. Typical items include minutes, claims, adoption of ordinances previously introduced and discussed, execution of agreements and other similar items.

1. APPROVAL OF MINUTES – The City Council meeting on March 17, 2014.
2. WARRANT REGISTER – Period starting March 1, and ending on March 31, 2014.

March, 2014	General Warrants	#30282- #30368	\$ 164,799.09
	Payroll Warrants	#63954 - #64055	\$ 243,070.60
TOTAL			\$ 407,869.69

NEW BUSINESS

3. RESOLUTION NO. 14-11 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH DIRECTING THE FILING OF THE ANNUAL ASSESSMENTS FOR LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1 IN THE CITY OF FIREBAUGH.

Recommended Action: Council receives public comment & approves Res. No. 14-11.

4. REQUEST FOR PROPOSALS FOR INFORMATION TECHNOLOGY (IT) SERVICES.

Recommended Action: Council receives public comment & approves agreement.

5. REQUEST FOR MEMBER AGENCY FEEDBACK – FRESNO COG POLICY BOARD CONSIDERATION OF PROPOSAL BY CITY OF FRESNO TO AMEND MEASURE “C” EXPENDITURE PLAN.

Recommended Action: Council receives public comment & gives direction to COG representative.

6. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO APPROVE RENTAL AGREEMENT FOR 1468 11TH STREET.

Recommended Action: Council receives public comment & gives staff direction.

SUCCESSOR AGENCY MATTERS:

7. RESOLUTION NO. 14-13 - A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FIREBAUGH REDEVELOPMENT AGENCY APPROVING THE PRELIMINARY TERMS FROM WESTERN ALLIANCE BANCORP IN CONNECTION WITH THE REFUNDING OF CERTAIN OUTSTANDING OBLIGATIONS OF THE FIREBAUGH REDEVELOPMENT AGENCY AND AUTHORIZING CERTAIN ACTIONS WITH RESPECT THERETO.

Recommended Action: Successor Agency receives comments and & approves Res. No. 14-13.

8. RESOLUTION NO. 14-14 - A RESOLUTION OF THE SUCCESSOR AGENCY TO CITY OF FIREBAUGH REDEVELOPMENT AGENCY APPROVING PROPERTY DISPOSITION PROCEDURES FOR FORMER REDEVELOPMENT AGENCY REAL PROPERTY ASSETS.

Recommended Action: Successor Agency receives comments and approves Res. No. 14-14.

9. RESOLUTION NO. 14-15 - A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FIREBAUGH REDEVELOPMENT AGENCY APPROVING A LOAN AGREEMENT BETWEEN THE CITY OF FIREBAUGH AND THE SUCCESSOR AGENCY TO THE FIREBAUGH REDEVELOPMENT AGENCY.

Recommended Action: Successor Agency receives comments and approves Res. No. 14-15.

STAFF REPORTS

COUNCIL ITEMS

CLOSED SESSION

10. Government Code Section 54957.6

CONFERENCE WITH LABOR NEGOTIATORS: ALL REPRESENTED AND UNREPRESENTED
EMPLOYEES: City Negotiator: City Manager
Employee Organizations: Fire, Police & Public Works bargaining units and all unrepresented positions

ANNOUNCEMENT AFTER CLOSED SESSION

ADJOURNMENT

Certification of posting the Agenda

I declare under penalty of perjury that I am employed by the City of Firebaugh and that I posted this agenda on the bulletin boards at City Hall, April 17, 2014 at 5:00 p.m. by Rita Lozano, Deputy City Clerk.

**CITY OF FIREBAUGH**1133 P Street, Firebaugh, California 93622
(559) 659-2043, fax (559) 659-3412

Office Use – Initial & Date	
P.W.	
P.D.	
CM.	
ADDM.	

FACILITIES RENTAL AGREEMENT

In order to pursue with your request, it is important that you read and fill out this form completely.
Failure to do so may result in a delay on your request.

NAME OF APPLICANT (nombre): <u>Firebaugh Business Association</u>		ADDRESS (dirección): <u>603 Thomas Lombay ave</u>	
HOME PHONE (teléfono):	WORK PHONE (trabajo): <u>(559) 790-1087</u>	RENTAL PURPOSE? (actividad): <u>Outdoor Market</u>	
DATE OF RENTAL (fecha): <u>Every Thursday April 24 - 30 2014</u>		HOURS THAT FACILITY WILL BE RENTED? (horas de renta): From: <u>5</u> <input type="checkbox"/> am / <input checked="" type="checkbox"/> pm To: <u>9</u> <input type="checkbox"/> am / <input checked="" type="checkbox"/> pm	
HOW MANY PEOPLE WILL BE ATTENDING? (cantidad de gente): <u>300-400</u>		PERSON IN CHARGE, INCLUDE TELEPHONE: <u>FELIPE PEREZ</u>	
WILL ALCOHOL BE SERVED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		TIMES THAT ALCOHOL WILL BE SERVED (horas de alcohol): <input type="checkbox"/> N/a	
IS AN "ABC" LICENSE REQUIRED? <input type="checkbox"/> YES <input type="checkbox"/> NO		From: <input type="checkbox"/> am / <input type="checkbox"/> pm To: <input type="checkbox"/> am / <input type="checkbox"/> pm	
NUMBER OF OFFICERS TO BE DETERMINED BY POLICE DEPARTMENT (\$32.60 PER HOUR/PER OFFICER)			

a. AREA REQUESTED, PLEASE CHECK WHICH FACILITY REQUESTED: *EXTRA RESTROOMS NOT PROVIDED!**b. (\$1,000,000.00 INSURANCE REQUIRED FOR CITY FACILITIES!)**

- ☐ ENCLOSED AREA AT DUNKLE PARK \$75.00/DAILY ☐ DUNKLE BASEBALL FIELD \$25.00/LIGHTS ☐ DUNKLE CANOPY AREA \$100/DAILY
☐ A.F. COMMUNITY BLD *\$600.00/DAILY \$80.00/HOURLY \$350.00/NONPROFIT \$50.00/HOURLY \$225.00/LOCAL NONPROFIT \$25.00/HOURLY
☐ MALDONADO PARK BASEBALL FIELD ☐ MALDONADO PARK CANOPY AREA \$50.00/DAILY ☐ A ☐ B
☐ RODEO GROUNDS \$1000.00/PROFIT \$500.00/NON PROFIT \$250.00/LOCAL NON PROFIT \$200.00/DEPOSIT
 WILL YOU NEED LIGHTS ON AT THE BALL FIELD? ☐ YES ☐ NO

c. WILL YOU USE A P.A. SYSTEM?☒ YES ☐ NO**d. WILL YOU HAVE MUSIC?**☒ YES☐ NO----->IF **YES**, CONTINUE TO SECTION "e"**e. SPECIFY TYPE OF MUSIC:**☐ N/A☐ HOME STEREO OR PORTABLE STEREO***ONLY COMMUNITY GROUPS ARE ALLOWED THE FOLLOWING:**☒ DEE-JAY (DJ) / DISC JOCKEY☐ LIVE BAND (check if amplified or non-amplified)☐ AMPLIFIED ☐ NON-AMPLIFIED

ALL CITY PARKS CLOSE AT 10:00 P.M.
UNLESS PRIOR ARRANGEMENTS ARE MADE

Applicant agrees and understands that the City is not an insurer and that the insurance concerning personal injury (including death,) and real or personal property loss or damage in, about or on the premises shall be obtained by the applicant. That the amounts charged by the City are not sufficient to warrant or guarantee that no loss, damage, claim or liability will occur or that increased loss, damage, claims or liability will not occur. Applicant does hereby for him/her/itself and all parties claiming under him/her/it release and discharge the City of Firebaugh from and against all said losses, damages, claims or liability.

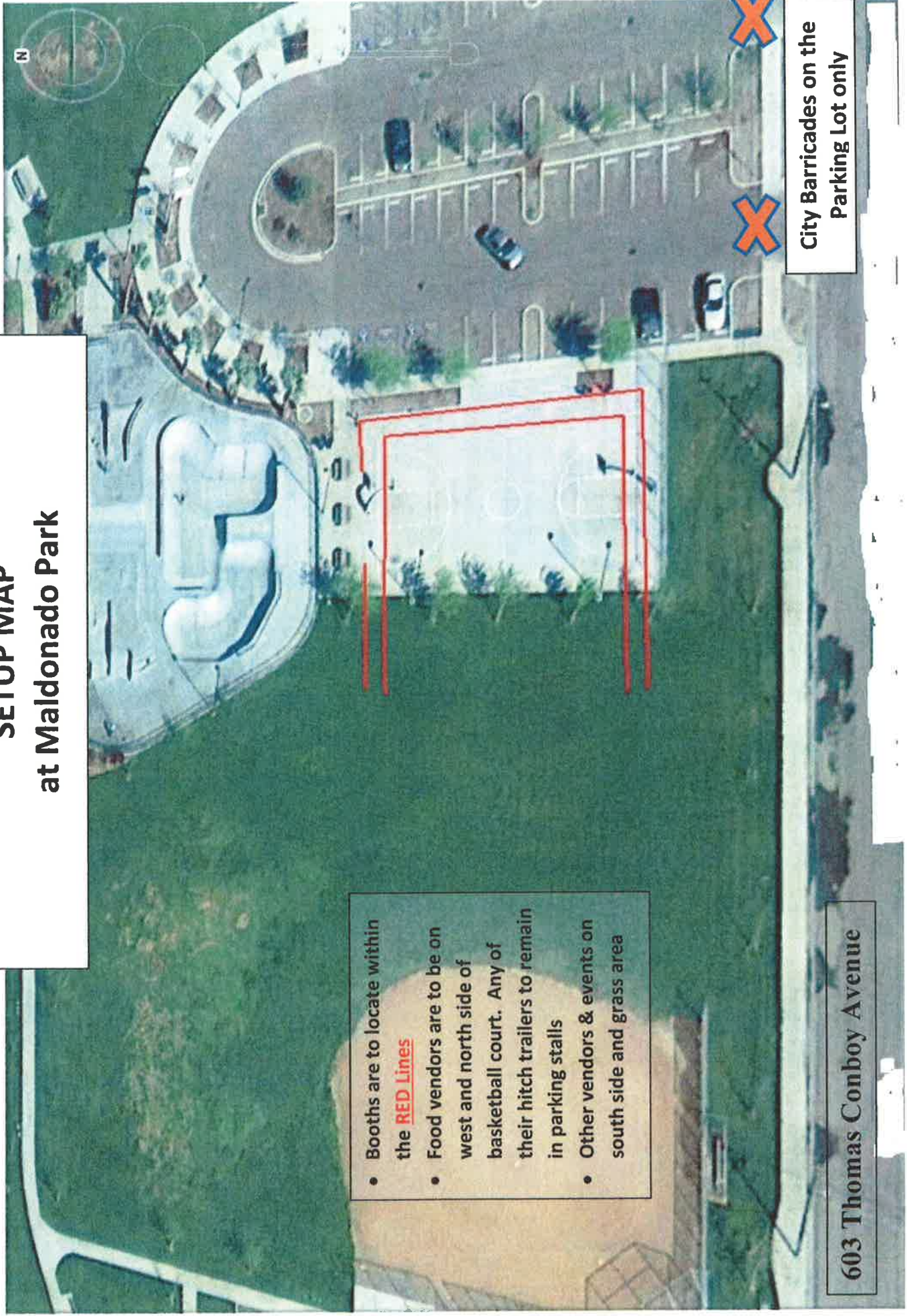
1. Agreed upon Rental and deposits Fee as listed above in accordance with Regulations.
2. Due to insurance requirements. NO City Employee will be allowed to donate time to supervise Activities.
3. City Manager/Staff will inspect facilities after clean-up and deposits will be returned with the next scheduled Bills Payable approval (30-45 days.)
4. Smoking is NOT permitted inside any City of Firebaugh building.
5. All activities must shut down one half (1/2) hour early, as per the time listed above in hours of rental. Please initial _____

APPLICATION PROCESSING FEE NON REFUNDABLE \$ 25.00
 RENTAL FEE IS NON REFUNDABLE \$ _____
 RENTAL FEE TABLE/CHAIRS (200.00) \$ _____
 CLEANING DEPOSIT – REFUNDABLE \$ _____
 INSURANCE (125.98) \$ _____
 SECURITY REQUIRED _____ X \$32.60 per hour \$ _____
 TOTAL DUE: \$ _____
 TOTAL PAID: \$ _____

APPLICANT'S SIGNATURE: Felipe PerezDATE: 4-14-14

Promotores Outdoor Market 2014 SETUP MAP at Maldonado Park

Item 1



- Booths are to locate within the **RED Lines**
- Food vendors are to be on west and north side of basketball court. Any of their hitch trailers to remain in parking stalls
- Other vendors & events on south side and grass area

City Barricades on the
Parking Lot only

603 Thomas Conboy Avenue



COMMERCIAL INSURANCE APPLICATION

APPLICANT INFORMATION SECTION

DATE (MM/DD/YYYY)
3/28/2014

AGENCY McClatchy Insurance Agency License #0724020 2410 Fair Oaks Blvd, Suite 140 Sacramento CA 95825 CONTACT Dawn "Diane" Law NAME: PHONE (A/C, No, Ext): (916) 488-4702 FAX (A/C, No): (916) 488-2336 E-MAIL ADDRESS: diane@mcclatchyins.com CODE: SUB CODE:	CARRIER Atain Insurance Company UNDERWRITER: POLICIES OR PROGRAM REQUESTED UNDERWRITER OFFICE: POLICY NUMBER TBD INDICATE SECTIONS ATTACHED <table border="1"><tr><td><input type="checkbox"/> ACCOUNTS RECEIVABLE/ VALUABLE PAPERS</td><td><input type="checkbox"/> ELECTRONIC DATA PROC</td><td><input type="checkbox"/> TRUCKERS/MOTOR CARRIER</td></tr><tr><td><input type="checkbox"/> BOILER & MACHINERY</td><td><input type="checkbox"/> EQUIPMENT FLOATER</td><td><input type="checkbox"/> UMBRELLA</td></tr><tr><td><input type="checkbox"/> BUSINESS AUTO</td><td><input type="checkbox"/> GARAGE AND DEALERS</td><td><input type="checkbox"/> VEHICLE SCHEDULE</td></tr><tr><td><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY</td><td><input type="checkbox"/> GLASS AND SIGN</td><td><input type="checkbox"/> WORKERS COMPENSATION</td></tr><tr><td><input type="checkbox"/> CRIME/MISCELLANEOUS CRIME</td><td><input type="checkbox"/> INSTALLATION/BUILDERS RISK</td><td><input type="checkbox"/> YACHT</td></tr><tr><td><input type="checkbox"/> DEALERS</td><td><input type="checkbox"/> OPEN CARGO</td><td></td></tr><tr><td><input type="checkbox"/> DRIVER INFO SCHEDULE</td><td><input type="checkbox"/> PROPERTY</td><td></td></tr><tr><td></td><td><input type="checkbox"/> TRANSPORTATION/ MOTOR TRUCK CARGO</td><td></td></tr></table>	<input type="checkbox"/> ACCOUNTS RECEIVABLE/ VALUABLE PAPERS	<input type="checkbox"/> ELECTRONIC DATA PROC	<input type="checkbox"/> TRUCKERS/MOTOR CARRIER	<input type="checkbox"/> BOILER & MACHINERY	<input type="checkbox"/> EQUIPMENT FLOATER	<input type="checkbox"/> UMBRELLA	<input type="checkbox"/> BUSINESS AUTO	<input type="checkbox"/> GARAGE AND DEALERS	<input type="checkbox"/> VEHICLE SCHEDULE	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input type="checkbox"/> GLASS AND SIGN	<input type="checkbox"/> WORKERS COMPENSATION	<input type="checkbox"/> CRIME/MISCELLANEOUS CRIME	<input type="checkbox"/> INSTALLATION/BUILDERS RISK	<input type="checkbox"/> YACHT	<input type="checkbox"/> DEALERS	<input type="checkbox"/> OPEN CARGO		<input type="checkbox"/> DRIVER INFO SCHEDULE	<input type="checkbox"/> PROPERTY			<input type="checkbox"/> TRANSPORTATION/ MOTOR TRUCK CARGO	
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<input type="checkbox"/> DRIVER INFO SCHEDULE	<input type="checkbox"/> PROPERTY																								
	<input type="checkbox"/> TRANSPORTATION/ MOTOR TRUCK CARGO																								

STATUS OF TRANSACTION

PACKAGE POLICY INFORMATION

<input type="checkbox"/> QUOTE <input type="checkbox"/> BOUND (Give Date and/or Attach Copy): CHANGE DATE TIME CANCEL 4/8/2014 12:01	<input type="checkbox"/> ISSUE POLICY <input checked="" type="checkbox"/> RENEW <input type="checkbox"/> AM <input type="checkbox"/> PM	ENTER THIS INFORMATION WHEN COMMON DATES AND TERMS APPLY TO SEVERAL LINES, OR FOR MONOLINE POLICIES.				
		PROPOSED EFF DATE	PROPOSED EXP DATE	BILLING PLAN	PAYMENT PLAN	AUDIT
		4/8/2014	4/8/2015	<input type="checkbox"/> DIRECT BILL <input checked="" type="checkbox"/> AGENCY BILL	PACKAGE POLICY PREMIUM: \$	0.00

APPLICANT INFORMATION

NAME (First Named Insured & Other Named Insureds) Firebaugh Business Association		MAILING ADDRESS INCL ZIP+4 (of First Named Insured) 1599 Q Street PO Box 537 Firebaugh CA 93622	
FEIN OR SOC SEC # (of First Named Insured): 364683101 E-MAIL ADDRESS(ES): anzav8@yahoo.com		PHONE (A/C, No, Ext): WEBSITE ADDRESS(ES):	
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> CORPORATION <input type="checkbox"/> JOINT VENTURE	<input checked="" type="checkbox"/> SUBCHAPTER "S" CORPORATION NOT FOR PROFIT ORG	<input type="checkbox"/> LLC NO. OF MEMBERS AND MANAGERS
		CR BUREAU NAME: ID NUMBER:	
INSPECTION CONTACT: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		ACCOUNTING RECORDS CONTACT: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	

PREMISES INFORMATION

ACORD 823 attached for additional premises

LOC #	BLD #	STREET, CITY, COUNTY, STATE, ZIP+4	CITY LIMITS	INTEREST	YR BUILT	# EMPLOYEES	ANNUAL REVENUES	% OCCUPIED
1		Firebaugh CA 93622	INSIDE	OWNER				
			OUTSIDE	TENANT				
2		1599 Q Street Firebaugh CA 93622	INSIDE	OWNER				
			OUTSIDE	TENANT				
			INSIDE	OWNER				
			OUTSIDE	TENANT				
			INSIDE	OWNER				
			OUTSIDE	TENANT				

NATURE OF BUSINESS/DESCRIPTION OF OPERATIONS BY PREMISE(S)

Local community service and business non profit.
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MEETING MINUTES

The City Council/Successor Agency of the City of Firebaugh Vol. No. 14/03-17

Location of Meeting: Andrew Firebaugh Community Center
1655 13th Street, Firebaugh, CA 93622

Date/Time: March 17, 2014/ 7:00 p.m.

CALL TO ORDER Meeting called to order by Mayor Pro Tem Chris DeFrancesco at 7:00 p.m.

ROLL CALL

PRESENT: Mayor Chris DeFrancesco
Mayor Pro Tem Craig Knight
Council Member Brady Jenkins
Council Member Freddy Valdez
Council Member Marcia Sablan

ABSENT:

OTHERS: City Attorney Laurie Avedisian; City Manager, Kenneth McDonald; Finance Director, Pio Martin; Police Chief Elsa Lopez; Public Works Director, Ben Gallegos; Fire Chief, John Borboa; Deputy City Clerk, Rita Lozano; Sadie Navarro, Gilbert Coelho and others.

PLEDGE OF ALLEGIANCE: Council Member Valdez led pledge of Allegiance.

APPROVAL OF AGENDA: *Motion to approve agenda by Council Member Knight, seconded by Council Member Jenkins, motion passes by 5-0 vote.*

PUBLIC COMMENT: Mayor DeFrancesco reported on the upcoming Water Rally to be held March 18, 2014 at 11:00 a.m., everyone will be meeting the Andrew Firebaugh Community Center.

CONSENT CALENDAR

1. **APPROVAL OF MINUTES – The City Council meeting on February 24, 2014.**

2. **APPROVAL OF MINUTES – The City Council meeting on February 26, 2014.**

Motion to approve February 24th & 26th minutes by Council Member Knight, seconded by Council Member Jenkins; motion passes by 5-0 vote.

3. **WARRANT REGISTER – Period starting February 1, and ending on February 28, 2014.**

February, 2014	General Warrants	#30153- #30281	\$ 236,913.54
	Payroll Warrants	#63849- #63953	\$ 241,143.24
TOTAL			\$ 478,056.78

Motion to approve warrants by Council Member Knight, seconded by Council Member Sablan; motion passes by 5-0 vote.

NEW BUSINESS

4. **REQUEST FOR PROPOSALS FOR INFORMATION TECHNOLOGY SERVICES.**

Motion to approve the IT RFP by Council Member Knight, seconded by Council Member Jenkins; motion passes by 5-0 vote.

5. CITY BUILDING RENTAL REQUEST AT 1468 11TH STREET

Motion to approve a month to month agreement and directed staff to provide a copy of the agreement for Council's review and approval by Council Member Knight, seconded by Council Member Jenkins; motion passes by 5-0 vote.

6. PROPERTY LEASE DISCUSSION FOR A PROPOSED SOLAR PROJECT.

City Manager McDonald stated he received a request from a company that develops small scale solar fields (under 5MW) and the city owns the 30 acre parcel south of Davis Dryer and on the north side of the Poso Canal which is a portion of a Storm detention basin serving the airport. It is zone 8 in the storm drainage system, since they are looking to develop a small system and would only need a small portion of the 30 acre site, it will allow the continued use of the airport storm basin. Mr. McDonald requested Council's direction before continuing the discussion to the proposed solar project.

Informational Item only.

STAFF REPORTS

- Elsa Lopez, Police Chief – Will be out of the office until Friday for training.
- Ben Gallegos, Public Works Director – Wells are low, dropped to 40 ft., so a new staff report was presented to Council today inquiring on the actions to be taken during the drought, staff recommends enforcing the water conservation schedule and may consider reducing watering days to twice a week instead of three days if needed. Odd addresses water Tues-Thurs-Sat, even addresses water Mon-Wed-Friday, no water on Sundays.
- John Borboa, Fire Chief – We've been assisting in Mendota with an arsonist, who set a police car on fire at the Police Dept. parking lot. Pyro Spectacular agreed to set fireworks off the water tower for the centennial.
- Pio Martin, Finance Director – Bond payments was made, currently working on the budget for next FY.

COUNCIL ITEMS

- Marcia Sablan - Inquired on the disposal of the RDA properties. City Manager reported that RSG is preparing the process and it should be in front of Council for review at the April 21st Council Meeting.

**Motion to enter into closed session by Council Member Knight, seconded by Council Member Jenkins; motion passes by 5-0 vote at 7:32 p.m.*

CLOSED SESSION**7. Government Code Section 54957.6**

CONFERENCE WITH LABOR NEGOTIATORS: ALL REPRESENTED AND UNREPRESENTED EMPLOYEES:
City Negotiator: City Manager
Employee Organizations: Fire, Police & Public Works bargaining units and all unrepresented positions

**Motion to enter into open session, motion passes by 5-0 vote at 8:23 p.m.*

ANNOUNCEMENT AFTER CLOSED SESSION

ADJOURNMENT - Motion to adjourn, passes by 5-0 vote, meeting adjourned at 8:24 p.m.



REPORT TO CITY COUNCIL — **MEMORANDUM** —

AGENDA ITEM NO: _____

COUNCIL MEETING DATE: APRIL 21, 2014

SUBJECT: Warrant Register Dated: APRIL 21, 2014

RECOMMENDATION:

In accordance with Section 37202 of the Government Code of the State of California there is presented herewith a summary of the demands against the City of Firebaugh covering obligations to be paid during the period of:

MARCH 01, 2014 - MARCH 31, 2014

Each demand has been audited and I hereby certify to their accuracy and that there are sufficient funds for their payment as of this date.

IT IS HEREBY RECOMMENDED THE CITY COUNCIL
APPROVE THE REGISTER OF DEMANDS AS FOLLOWS:

GENERAL WARRANTS	# 30282 – # 30368	\$ 164,799.09
PAYROLL WARRANTS	# 63954 - #64055	<u>\$ 243,070.60</u>
TOTAL WARRANTS.....		\$ 407,869.69

WARRANTS FOR MARCH 2014

CK#	CK DATE	Vendor Name	AMOUNT	INVOICE DESCRIPTION
30282	3/4/2014	JOHN BORBOA	\$ 769.20	FIRE DEP. -STEIPEND -2/15/14 - 2/28/14 -40 X 19.23
30283	3/4/2014	CITY OF FIREBAUGH	\$ 134,015.04	UNITED SEC BANK P/R ACCT. - PAYROLL & ME - MEDICAL, DENTAL, VISION INS.
30284	3/4/2014	RODDY A. LAKE	\$ 248.67	POLICE DEPT. - HEALTH INS. REIMBURSEMENT
30285	3/4/2014	MORA, JOSE	\$ 70.39	MQ CUSTOMER REFUND FOR MOR0034
30286	3/5/2014	MID-VALLEY DISPOSAL	\$ 24,891.25	REFUSE - FOR THE MONTH OF FEBRUARY 2014
30287	3/5/2014	U.S. POSTMASTER	\$ 814.56	POSTAGE - UTILITY BILLING FOR MARCH 2014
30288	3/11/2014	AG & INDUSTRIAL SUPPLY	\$ 123.24	PW - PARTS FOR WATER LINE, STORM DRAIN, & EQUIPMENT REPAIRS
30289	3/11/2014	AGRI-VALLEY IRRIGATION	\$ 138.39	PW - MISC PARTS FOR WATER LINE & STORM DRAIN REPAIR
30290	3/11/2014	ALERT-O-LITE, INC.	\$ 237.50	PW - STREETS & ROAD REPAIR
30291	3/11/2014	ARTCO AR TECHNOLOGIES CO.	\$ 50.00	MONTHLY WEB HOSTING AND MAINT. FOR MARCH 2014
30292	3/11/2014	AT&T	\$ 1,640.38	C607393102777 - ALL DEPTS
30293	3/11/2014	AUTOZONE COMMERCIAL	\$ 224.26	ALL DEPTS. - PARTS & SUPPLIES FOR VEHICLE REPAIRS & MAINTENANCE
30294	3/11/2014	CITY OF FRESNO - POLICE DEPART	\$ 329.00	FIREARMS INSTRUCTOR UPDATE COURSE - BRETT MILLER
30295	3/11/2014	COLLINS & SCHOETTLER	\$ 1,740.00	PLANNING CONSULTING SERVICES
30296	3/11/2014	COMMUNITY MEDICAL CENTER	\$ 175.00	POLICE DEPT. - LEGAL BLOOD DRAWS
30297	3/11/2014	CORELOGIC SOLUTIONS, LLC.	\$ 150.00	REALQUEST FEES

30298	3/11/2014	DALMATIAN FIRE EQUIPMENT, INC.	\$ 875.22	FIRE DEPT. - REFURBISHED SCBA CYLINDERS FIRE EQUIP
30299	3/11/2014	DEPARTMENT OF PUBLIC HEALTH O	\$ 110.00	WTR. TREATMENT OP CERT. RENEWAL - B.GALLEGOS T-2
30300	3/11/2014	FERGUSON ENTERPRISES, INC. 142	\$ 189.43	PW - METER FLANGE/RAPTOR FOR WATER LINE REPAIR
30301	3/11/2014	FIREBAUGH SUPER MARKET	\$ 46.56	PD & SENIOR CENTER OPERATING SUPPLIES, AND DOG FOOD FOR KENNEL
30302	3/11/2014	CITY OF FIREBAUGH	\$ 12,893.72	UNITED SEC BANK -PAYROLL A/C -RETRO SPECIAL P/R
30303	3/11/2014	FIREBAUGH HARDWARE COMPANY	\$ 58.72	FIRE & POLICE DEPT. - PARTS FOR FACILITY REPAIR
30304	3/11/2014	FRESNO COUNTY TREASURER	\$ 155.54	POLICE - ACCESS FEES
30305	3/11/2014	FRESNO COUNTY AUDITOR'S OFFICE	\$ 112.50	POLICE PARKING FEES -FOR JAN. 2014
30306	3/11/2014	FRESNO OXYGEN	\$ 41.44	SHOP SUPPLIES - CYLINDERS
30307	3/11/2014	FRESNO NETWORKS	\$ 522.50	WEBSITE SERVICE
30308	3/11/2014	MARIA GARCIA	\$ 150.00	REFUND CLEANING DEPOSIT - A.F. COMM CENTER -15 B-D
30309	3/11/2014	GUTHRIE PETROLEUM, INC.	\$ 5,230.72	BULK UNLEADED GASOLINE
30310	3/11/2014	HCL MACHINE WORKS	\$ 22.15	MALDONADO PARK SOFTBALL FIELD - TUBE
30311	3/11/2014	HUB INTERNATIONAL/ CA INSURANC	\$ 377.94	SPECIAL EVENTS INSURANCE REIMBURSEMENT
30312	3/11/2014	JORGENSEN & COMPANY	\$ 314.93	WTR/SWR FIRE EXT ANNUAL MAINT.
30313	3/11/2014	RONALD J. MANFREDI	\$ 2,160.00	CONTRACT BILLING - 18/HRS X \$120/HR
30314	3/11/2014	MID-VALLEY DISPOSAL	\$ 124.16	SERVICE FOR 1238 P STREET -MARCH 2014
30315	3/11/2014	BRETT M. MILLER	\$ 30.00	PER DIUM/FOR FIREARMS INSTRUCTOR UPDATE COURSE

30316	3/11/2014	MOORE TWINING ASSOCIATES, INC.	\$ 1,245.00	47TH QTR 2013 GROUNDWTR MONITORING REPORT
30317	3/11/2014	SIMMONS HEATING and AIR CONDIT	\$ 504.00	SYSTEM REPAIR - INSTALLED DEFECTIVE BLOWER MOTOR
30318	3/11/2014	SPARKLETTS	\$ 61.05	CITY HALL - DRINKING WATER
30319	3/11/2014	TELSTAR	\$ 4,410.48	PW - LABOR/INSTALL ABB VFD @ THE MAIN LIFT STATION
30320	3/11/2014	THARP'S FARM SUPPLY	\$ 1,255.72	ALL DEPTS. - PARTS, SHOP SUPPLIES & SMALL TOOLS FOR EQUIPMENT & FACILITIES REPAIRS/MAINT.
30321	3/11/2014	THOMASON TRACTOR COMPANY	\$ 172.16	PW - FOR SEWER PLANT LAWN MOWER SAFETY BOOTS & CHAIN SAW TO CUT TREES
30322	3/11/2014	TM CONCEPTS	\$ 52.06	SENIOR CTR. COPIER SERVICE AGREEMENT - FOR FEB. 2014
30323	3/11/2014	U.S. BANK EQUIPMENT FINANCE, I	\$ 450.33	CANON COPIER RENTAL & OVERAGE
30324	3/11/2014	WEST SIDE DRUG STORE	\$ 32.07	FIRE DEPT. - POLICE DEPT - OFFICE & OPERATING SUPPLIES
30325	3/14/2014	ADAMS ASHBY GROUP, LLC	\$ 1,950.00	12-CDBG-8387 - ENGINEERING SERVICE
30326	3/14/2014	AT&T MOBILITY	\$ 270.85	POLICE DEPT. - LAPTOPS DATA TRANSFER INTERNET ACCESS
30327	3/14/2014	AT&T	\$ 1,218.04	ALL DEPTS. - VARIOUS STATEMENTS FOR SERVICE & INTERNET DSL ACCESS.
30328	3/14/2014	CALIFORNIA SOCIETY OF	\$ 110.00	2014 CSMFO MEMBERSHIP RENEWAL
30329	3/14/2014	CENTRAL VALLEY TOXICOLOGY, INC	\$ 36.00	POLICE DEPT. - TOXICOLOGY ANALYSIS
30330	3/14/2014	DEPARTMENT OF JUSTICE	\$ 89.00	POLICE DEPT - FINGERPRINT APPS
30331	3/14/2014	FIRST BANKCARD	\$ 503.61	CITY MANAGER, POLICE & PUBLIC WORKS CREDIT CARD
30332	3/14/2014	GOUVEIA ENGINEERING, INC.	\$ 29,111.51	VARIOUS INVOICES - PROFESSIONAL ENGINEERING SERVICE
30333	3/14/2014	KENNEDY / JENKS	\$ 14,790.40	PROFESSIONAL SERVICES FOR COMPLETION OF WELL NO. 7

30334	3/14/2014	LEAGUE OF CALIF. CITIES	\$ 150.00	LOCAL ROADS AND STREETS NEEDS ASSESSMENT
30336	3/14/2014	LOZANO SMITH, LLP	\$ 4,726.26	PROFESSIONAL LEGAL SERVICES
30337	3/14/2014	MID-VALLEY DISPOSAL	\$ 62.08	1800 HELM CANAL ROAD - TRASH
30338	3/14/2014	NEC FINANCIAL SERVICES, LLC	\$ 690.04	SHORETEL PHONE SYSTEM RENTAL
30339	3/14/2014	PACIFIC GAS & ELECTRIC	\$ 96.44	FIRE DEPT. - 1080 P STREET - "P" STREET APT.
30340	3/14/2014	JORGE ROJAS	\$ 150.00	REFUND CLEANING DEPOSIT - A.F. COMM CENTER -B-D
30341	3/14/2014	ROSENOW SPEVACEK GROUP, INC.	\$ 3,136.25	SA CONSULT SERVICES 13/14 - FEBRUARY 2014
30342	3/18/2014	JOHN BORBOA	\$ 769.20	FIRE DEPT.-STIPEND -03/01/14- 03/14/14 40hr X 19.23
30343	3/18/2014	CITY OF FIREBAUGH	\$ 96,161.84	UNITED SEC BANK -PAYROLL ACCT. - P/E 03/14/2014
30344	3/18/2014	RALPH OROSCO	\$ 240.00	FINAL UNIFORM ALLOWANCE PAYOUT -THRU 03/14/2014
30345	3/28/2014	IRVIN ALVAREZ	\$ 130.40	POLICE SERVICE REIMBURSEMT./CUSTOMER CANCELLED
30346	3/28/2014	AT&T	\$ 203.79	559659-3227 296 4 -WATER TREATMENT PLANT PHONE SERVICE
30347	3/28/2014	BIG G'S AUTOMOTIVE CENTER	\$ 564.93	PW - POLICE - VEHICLE REPAIR SUPPLIES
30348	3/28/2014	BSK & ASSOCIATES, INC.	\$ 1,950.04	WATER & SEWER LAB ANALYSIS
30349	3/28/2014	CA-NV SECTION, AWWA	\$ 180.00	PW- CROSS CONECTION RENEWAL- CERT#10681-A.CHAVARRIA
30350	3/28/2014	CALIF WATER ENVIRONMENT ASSOCI	\$ 296.00	CWEA ASSOCIATION MEMBERSHIP DUES
30351	3/28/2014	CHEVRON & TEXCO CARD SERVICES	\$ 14.19	FIRE DEPT. - FUEL
30352	3/28/2014	COOK'S COMMUNICATIONS	\$ 74.55	FIRE DEPT. - FLEXI-SHIP ANTENNA

30353	3/28/2014	CSJVRMA	\$ 43,651.00	2013/2014 4TH QTR. DEPOSITS -LIAB & WORKERS' COMP
30354	3/28/2014	DEPARTMENT OF JUSTICE	\$ 140.00	POLICE - BLOOD ALCOHOL ANALYSIS
30355	3/28/2014	DEPARTMENT OF PUBLIC HEALTH	\$ 1,049.60	WATER SYSTEM FEES: JUL 12,2013 THRU DEC 31, 2013
30356	3/28/2014	FIRST BANKCARD	\$ 2,023.23	#7329 - FIRE DEPT. CREDIT CARD
30357	3/28/2014	FRESNO COUNTY TREASURER	\$ 24.00	Police - COUNTY ACCESS
30358	3/28/2014	FRESNO NETWORKS	\$ 192.50	POLICE - NEW AIR CARD SETUP
30359	3/28/2014	JUDICIAL DATA SYS. CORP.	\$ 100.00	POLICE PARKING FEES -FOR JAN. 2014
30360	3/28/2014	L.N.CURTIS & SONS	\$ 320.14	FIRE DEP - SAFETY SUPPLIES
30361	3/28/2014	OCCUPATIONAL HEALTH CNTER	\$ 65.50	DOT PHYSICAL RECERTIFICATION - A. CHAVARRIA
30362	3/28/2014	PACIFIC GAS & ELECTRIC	\$ 1,000.00	N#107912609 :EP RIVERUN NEAR VASQUEZ FIREBAUGH
30363	3/28/2014	PITNEY BOWES GLOBAL FINANCL SE	\$ 405.85	POSTAGE MACHINE LEASE PAYMT.- 12/30/13 TO 03/30/14
30364	3/28/2014	SERGIO'S UPHOLSTERY	\$ 100.00	PW - UPHOLSTERING- REPAIR SEATS -PW#37
30365	3/28/2014	THARP'S FARM SUPPLY	\$ 912.44	PARKS - PW - PARTS, SUPPLIES & MATERIAL FOR EQUIP & FACILITY REPAIRS/MAINT.
30366	3/28/2014	TULARE REGIONAL MEDICAL CENTER	\$ 125.00	LAB ANALYSIS - 02/01/11 -
30367	3/28/2014	VERIZON WIRELESS	\$ 341.04	ALL DEPTS. - CELL PHONES
30368	3/28/2014	SANTOS FORD	\$ 2,528.69	WESTSIDE FORD - UTILITY USERS TAX REFUND - 11/24/11 THRU 12/23/12
		TOTAL	\$ 407,869.69	

GOUVEIA ENGINEERING

MEMORANDUM

TO: Firebaugh City Council

FROM: Mario B. Gouveia, City Engineer

DATE: April 15, 2014

RE: Resolution for the Initiation of Proceedings for the Annual Levy of Assessments for Landscaping and Lighting Maintenance District No. 1

BACKGROUND

The Assessment District was formed for the purpose of financing maintenance and improvement costs for street lighting, streets, public landscaping and park improvements in the District. The levy of assessments to property owners in the District occur on an annual basis.

In order to meet the timelines required by the Landscaping and Lighting Act of 1972 (herin the "Act") and the Government Code, it is now necessary to initiate proceedings for the annual levy of assessments against all properties in the District. The City Engineer will need to prepare and file a report regarding the annual levy in accordance with Article 4 (commencing with Section 22565) of Chapter 1 of the Act.

No annexations of property have occurred to the District over the past year therefore there will be no new properties to levy.

RECOMMENDATION

Staff recommends that Council approve the attached Resolution Initiating Proceedings for the Annual Levy of Assessments for the Landscaping and Lighting Maintenance District No. 1 and to direct the City Engineer to prepare and file his annual report on the levy.

ATTACHMENT

Resolution

RESOLUTION NO. 14-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH DIRECTING THE FILING OF THE ANNUAL ASSESSMENTS FOR LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1 IN THE CITY OF FIREBAUGH

WHEREAS, the Firebaugh City Council wishes to designate and direct its City Engineer to comply with the assessment/reporting requirements related to the City of Firebaugh Landscaping and Lighting Maintenance District No. 1 (the "District".)

THEREFORE, BE IT RESOLVED that Mario Gouveia be designated by this Firebaugh City Council as its Engineer of work to prepare and file "Engineer's Report of the City of Firebaugh Landscaping and Lighting Maintenance District No. 1, 2014 - 2015, (the "Annual Levy Report"), and that he be designated as the person directed to file annual reports in accordance with the provisions of the Landscaping and Lighting Act of 1972 (the "LLMD Act"), California Streets & Highways Code §§ 22500 *et seq.*, for the District in the City.

The foregoing resolution was duly adopted by the Firebaugh City Council adopted at a regular meeting of the City Council of the City held on April 21, 2014.

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED

ATTEST

Chris DeFrancesco
Mayor

Rita Lozano
Deputy City Clerk



STAFF REPORT

TO: City Council
FROM: Kenneth McDonald, City Manager *km*
DATE: April 21, 2014
SUBJECT: Approve Service Agreement from received Request for Proposals (RFP) for Information Technology Service provider

RECOMMENDATION:

Approve staff recommendation to select Valley Network Solutions as the City's Information Technology Service Provider through an annual agreement for services.

HISTORY:

The current computer system that is handling all accounting, utility billing, email etc. has become very outdated. The server we are using is from over ten years ago and as such is coming to the end of its serviceable life. The current hardware for workstations and servers needs to be updated and replaced. In order for the city to get the best and most economical system and advice we have proposed having our IT maintenance service provider also offer advice for hardware replacements.

DISCUSSION:

Due to the small nature of our work force we are unable to make informed decisions for such a critical function of the city. Larger cities will have a full time IT Administrative staff. The proposed consultant would serve in that capacity. The current IT maintenance contract the city has in place, is outdated at an hourly rate based on failures rather than a monthly fixed rate which has become the standard.

FISCAL IMPACT:

The annual contract is estimated to be approximately \$21,567. Although the most important factor will be the hardware and any potential software changes that will be recommended. These items are planned to be addressed in the FY 14/15 budget with actions taken after July 1, 2014.



RFQ: IT Technical Support Services A Proposal For



Contact: Kenneth McDonald, City Manager

Presented by:

Tim McLain

(559) 650-2600, Ext. 321

tim.mclain@vns.net

April 10, 2014

364 West Fallbrook Avenue

Suite 101

Fresno, CA 93711

www.vns.net

Proprietary Notice

The information contained in this proposal is confidential and proprietary to Valley Network Solutions, and is to be used for the sole purpose of evaluating VNS's service offerings. No information contained in this document may be disclosed to any third party without the prior express written permission of Valley Network Solutions.

Prices quoted in this document are valid for 30 days from the date of submission. A Service Agreement or a contract between Valley Network Solutions and Customer, will define all service terms and conditions.

**PLEASE DO NOT REDISTRIBUTE OR SHARE THIS INFORMATION WITHOUT
OUR WRITTEN PERMISSION.**

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GENERAL INFORMATION AND BACKGROUND

Administrative

Valley Network Solutions, Inc., is pleased to provide this response to the City of Firebaugh to their Request For Proposal for Information Technology Services, dated March 20, 2014.

For ease of evaluation we have structured our proposal to coincide with Paragraph I. REQUESTED INFORMATION, items 1-8. Each item within this section will be in italicized, 11pt Bold Veranda font. The information requested for each item will be in 10pt Veranda font directly below the restated item.

Requirements listed and discussed in both the D. BACKGROUND AND E. SCOPE OF TECHNICAL SERVICES are addressed in the body of this document as the specific solutions to the requirements are discussed. These requirements are met in two ways either by our **NetCare™** Managed Services Offering or by initiating a project due to a recognized need identified by either the **NetCare™** team or the customer.

Background

The background provided presents the City's network as an outdated network consisting of a total of 15 mostly Windows 7 workstations in two locations, the City Hall and the Police Station. They are supported by 2 servers running Windows Server 2003, Microsoft Exchange and two software packages: Corbin Willits Municipal Operating Management (MOM) software (an accounting and utility billing package), and Sensus Auto Read software for water meters. The server is backed up daily to a USB drive. There is one large networked multifunction printer/copier/scanner which prints approximately 3,000 pages per month. Employees remotely check their email and need the capability for secure access and the ability to wipe a lost phone. The network is connected to the internet through an AT&T service that the customer would like to upgrade. There is a T-1 line between the Police Department and the Fresno County Sheriff Office.

Our approach to assuming responsibility for the network lies within our **NetCare™** Managed Services Program. To begin with we have what we @ VNS call our "four feet in the door" approach. You will have an assigned SE (System Engineer) and an assigned AE (Account Manager). This team (with 4 feet) will be directly accountable to the City's designated IT supervisor. Our Account Executives help to

bridge the gap between the functional and the technical, and work with you to find the right solution that will not only meet your needs, but also work within your budget and the long term business objectives. Although VNS hires technical staff that can speak in plain English, the engineers are focused on finding and implementing solutions as cost-effectively as possible, and generally are not available for free technology discussions. On the other hand, the VNS AE can find solutions that require back end research that we normally provide our clients with without charge, as part of our overall solutions approach (AE time is not billable). Should an SE become unavailable we have a team of engineers to select from and will propose a replacement. If it is just to cover for a vacationing employee we will match a correct fit based upon the technology Firebaugh has in place.

Once hired, we would quickly set up our network monitoring service, **NetCare™** Managed Workplace, so we can begin to monitor your network and log any equipment glitches or failures, and more effectively implement our professional services with the benefit of more detailed insight into the network.

Our System Engineer would then begin to assess and document your network and make any immediate recommendations where there is risk of imminent failure. These we will either fix remotely, or on-site, depending on the severity of the issue, and the technology that is involved. After the transition we would begin to plan the requested upgrades and propose upgrades based on our evaluation of your network. For telecommunications upgrades, we work closely with our telecommunications specialist to provide you with a complete set of carrier choices and service options, to provide you with the best service and pricing, ensuring that your requirements are met or exceeded.

VNS **NetCare™** is about cost-effectively helping our clients maximize the uptime of their networks. We do this by leveraging technology while cost-effectively maximizing a physical presence on-site at your network. As the oldest and most experienced MSP in this region, we have learned how to help our customers focus on their businesses, while we deliver the combined service of a *team* of people through a combination of *proactive* on-site services, remote monitoring and professional account management.

VNS **NetCare™** monitoring will include all specified servers, desktops, laptops, routers, firewalls, switches, battery backups, network storage devices, network printers, IP video, VOIP, etc,. The **NetCare™** service will include systems administration for the City of Firebaugh's network, as well as comprehensive security protocol reviews, disaster recovery recommendation, and coordination with Fresno COG technical initiatives.

Valley Network Solutions recommends periodic on-site visits by our assigned Systems Engineer to perform industry best practice maintenance services. In addition we recommend 3 hours per week of available helpdesk ST time. In the event of a serious problem (eg. server down) VNS will provide the first available Engineer to address and resolve your issue. This is normally scheduled within a 2-hour timeframe.

Helpdesk / Remote services, (also provided for in your proposal), are defined as desktop support services that VNS Systems Engineers or Systems Technicians provide remotely.

Helpdesk / Remote support services will be provided by the first available VNS systems engineer or technician. If you only wish to speak with your primary Systems Engineer, the call will need to be scheduled and they will provide assistance on a best-effort basis.

Paragraph I. REQUESTED INFORMATION

1. Letter of Transmittal:

"Signed by an authorized representative of the company/firm, including a brief introduction and history of the company/firm, number of employees, proven work history and a statement as to why you believe that your company/firm is best qualified to perform the services requested."

The requested Letter of Transmittal (our cover letter) contains the brief introduction requested in the order requested.

2. Company/Firm Qualification:

"Provide professional experience and qualifications for you and/or the company/firm. Include other clients, systems and scope of service(s) provided."

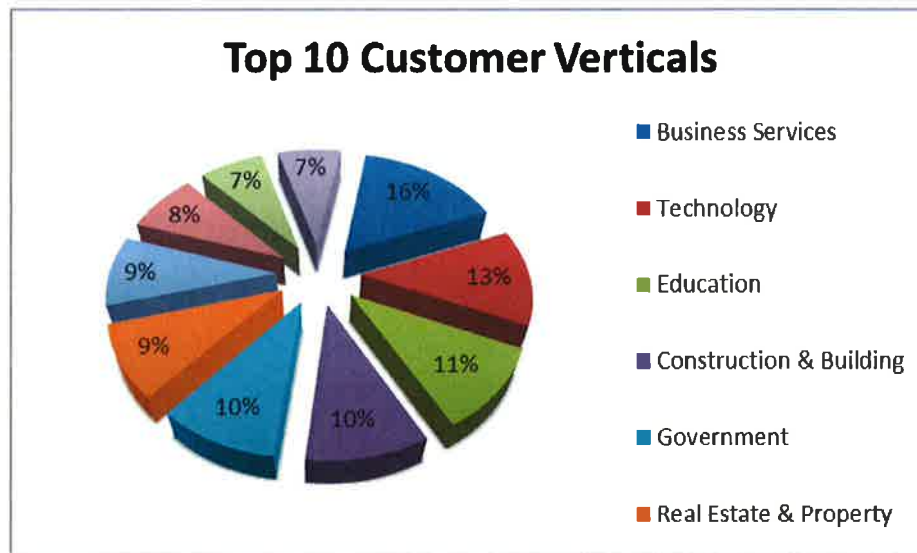
Qualification

Professional Experience:

Established in 1996, and based in Fresno, Valley Network Solutions (VNS) provides Central California businesses with a highly-trained, experienced, and certified local resource for computer network design, procurement, installation, service, support and integration. Our Systems Engineers build and maintain high-availability networks and infrastructure to support the needs of our client's critical business functions, so that they can focus on their business. Our client base consists primarily of small/medium businesses, educational organizations, and government entities in the central San Joaquin Valley. Last year alone VNS provided services to over 425 clients, processing over 2,400 purchase orders. We run and/or monitor over 65 networks throughout the valley utilizing our **NetCare™** service.

VNS designs, furnishes, support s and services our client's network infrastructure, so that they can focus on their business. Our competencies include, (but are not limited to): Networking technologies (All OSI Layers), Operating Systems (Microsoft, VMware, Apple/Linux, etc.), Microsoft business applications, virtualization, unified communications (VoIP phone systems), backup, storage, power and cooling solutions, cloud services, Internet security (firewall, anti-virus, spam filtering, etc.), disaster recovery, hardware (desktops, servers, printers, mobility solutions, etc.).

As an 18 year-old business, VNS has been fortunate to earn the trust of over 2,500 local customers, and we have built a large base of customers, covering a wide range of vertical industries, which helps insulate us from any gyrations in the economy and it's affect on our customers.



Among our customer base, several of our key accounts are state and local government customers, of which VNS was considered a primary supplier, including:

- **Fresno County Sheriff's Department** - 2200 Fresno St. Fresno, CA 93721
- **County of Fresno** - 2200 Fresno Street, Fresno, CA 93721
- **Central Unified School District** - 4605 N. Polk Ave. Fresno, CA 93722
- **City of Selma** - 1710 Tucker St. Selma, CA 93662
- **City of Orange Cove** – 633 Sixth Street, Orange Cove, CA 93646
- **Kingsburg Charter Elementary School District** - 1310 Stroud Ave, Kingsburg, CA 93631

Other Clients:

Following is a sampling list of clients we have served. We have done everything from procure products to design, field and manage their business IT assets. VNS currently provides solutions to over 2,500 valley businesses, running the gamut from small business, to large state and local government agencies.

State of California	Fresno County Sheriff's Dept.	City of Selma	County of Fresno	Superior Court of Fresno County
CSU Fresno	Central Unified School District	Madera County	USDA Parlier Ag Center	Alta Irrigation District
San Joaquin Valley Library	Madera Valley Water	San Joaquin Valley Air Pollution Control	City of Fresno	Fowler Unified School District
Fresno County Fire	UC Kearney Ag Center	UC Merced	Coalinga State Hospital	Fresno County Office of Education
IRS	Tulare County	US District Court, Eastern District	Court of Appeal, Fifth District	County of Madera
State Center Community College				
American Grape Harvesters	Aweta-Autoline	B&D Quality Water	BBB	Derrel's Mini Storage
Weir Floway	Wilson Homes	Olam Americas	Fresno Surgery Center	Vie-Del Company
Booth Ranches	Borba Farms	Buckingham Property Management	Central Valley Business Forms	Coldwell Banker Shaver Lake
Daniel, Towel & Warkentine, CPA	Fresno Veterinary Specialty	Four Points Sheraton	Fresno Dental Surgery	Fresno Valves & Castings
Fortune-Ratliff	Innovative Ag Services	Kasparian's Paint Center	Kings Mortgage Services	Law Offices of Lusk & Rodriguez
Market Express Transportation	Silver Oak Land Company	Weco Supply	Paul Mitchell the School	Piccadilly Inn
Ranchers Cotton Oil	McCrometer	Sierra Pacific Orthopedic	Sun Valley Packing	Terra Linda Farms
Plan Financial	California Water Services	Saladino's	Western Trade Publishing	YMCA
California Industrial Rubber	Camfil Farr	Central Valley Trailer Repair	Van Beurden Insurance	San Joaquin College of Law
Guardian Industries	Saint Gobain Containers	Fresno Chrysler Jeep	Catalyst Marketing / Astone	Silver Oak Land Company
Potential Design	Redfern Ranches	Tenaya Lodge at Yosemite	Golden State Utility	Automated Office Systems
California Track & Engineering	West Air	Ag Water Chemical	KFTV Univision Channel 21	KFSN ABC Channel 30
KGPE CBS Channel 47	Laddenheim Dialysis Centers	Sierra Sky Ranch	Agape Corporation	Harris Construction
Helados La Tapatia	Valley Fig Growers	Panoche Energy Center	Selma Auto Mall	Unwired Broadband
Netafim USA	Lyons Magnus	Wood Group	JoAnn Fabrics	San Joaquin River Parkway

Company Qualifications:

Following are lists of Certifications that VNS has attained as a company and collectively:

Individual Certs	Company Certs
Cisco CCNA (Cisco Certified Network Associate) Cisco CCDA (Cisco Certified Design Associate) Citrix CCA (Citrix Certified Administrator) Citrix CCEA (Citrix Certified Enterprise Administrator) Citrix CCSP (Citrix Certified Sales Sales Professional) HP ASE (Accredited Systems Engineer) HP AIS (Accredited Integration Specialist) Compaq APS (Accredited Platform Specialist) CompTIA A+ Microsoft MCSE (Microsoft Certified Systems Engineer) Microsoft MCSE+I (Microsoft Certified Systems Engineer + Internet) Microsoft MCDBA (Microsoft Certified Database Administrator) Microsoft MCT (Microsoft Certified Trainer) Microsoft MCP (Microsoft Certified Professional) Microsoft MCP+I (Microsoft Certified Professional + Internet) Novell MCNE (Master Certified Novell Engineer) Novell CNA (Certified Novell Administrator) Novell CNE (Certified Novell Engineer) Cisco CCSE (Cisco Certified Sales Expert) Altiris Deployment Server and Notification Server trained HP and Compaq Notebook, Desktop, Server and Enterprise Server Certified IBM Portable, Desktop and Server Certified HP Printer, Portable, Desktop, and Server Certified	Adobe Academic Authorized Reseller Altiris Gold Business Partner Cisco Premier Certified Partner Cisco Wireless Specialized Partner Citrix Silver Partner Computer Associates Premier Partner GFI Gold Authorized Reseller GoBeam Certified Sales and Service Provider HP Gold PartnerONE Business Partner HP-Compaq Authorized Service Provider (ASP) HP-Compaq Government-Education-Medical (GEM) Authorized Partner HP-Compaq Certified Education Partner (CEP) HP-Compaq Small-Medium Business Partner (SMB) HP SMB Executive Advisory Council Member IBM Business Partner IBM Authorized Service Provider Itronix Business Partner Microsoft Top VAR Microsoft Academic Authorized Reseller (AER) Microsoft Authorized Reseller Microsoft Gold Certified Solution Provider (MCP/MCSP) Mitel Gold Solution Provider NetIQ Select Reseller Okidata Authorized Service Provider SonicWALL Gold Medallion Partner State of California Contractor Licensed Symantec Gold Partner WatchGuard Secure Partner Program member (WSPP) Xerox Authorized Service Provider Xerox Peak Reseller

Systems and Scope of Services provided:

VNS™ provides the following 7 key solutions to our customers:

- **NetCare™ Managed services.** See Below
- **Professional services / projects.** Scope, Design, Execute and Manage IT Projects.
- **IT Product sales.** Over 1.25 million products available.
- **Infrastructure services.** Voice & data cabling/fiber with a lifetime warranty on our work.
- **IP voice (ie: phones) & IP video.** Business phone systems and video surveillance, on your LAN.
- **Telecommunications (voice and data) sales.** MPLS, SIP, T1, PRI, Cable, DSL or wireless
- **Warranty and Repair services.** Manufacturer warranty and post warranty service for computers, printers, peripherals.

Paragraph E. SCOPE OF TECHNICAL SERVICES items 1-6, 8 & 10

*These items will be fulfilled by **NetCare™** Managed Service explained below.*

NetCare™ Managed services

Our cornerstone service offering, **NetCare™** Managed Service Program, has provided our clients' superior network managed services since 1999. In 2008, Valley Network Solutions was distinguished by being ranked 13th globally, out of the top 100 Managed Services Provider's (MSP), according to MSPmentor. Our experience has allowed us to perfect what we believe is the very best managed services program in this region. **NetCare™** includes a remote monitoring and management tool which we call the **NetCare™** Managed Workplace, delivered in conjunction with our professional on and off site network management and support services. The services we deliver within and the benefits of our **NetCare™** Managed Service Program are listed below. At each onsite visit your assigned SE will perform a series of "Industry Best Practice" procedures designed to proactively identify and address potential problem areas within your network.

Services Provided with NetCare™

- Scheduled service visits by a VNS engineer for server, PC, printer, application and network device support issues.

- Testing and monitoring of backups.
- Microsoft systems patch management services.
- Microsoft Baseline Security Advisor (MBSA) scanning and reporting.
- Minor software upgrades.
- Minor network moves such as relocating a workstation.
- Hardware and software asset management services, (also aids in insuring software licensing compliance).
- Proactive, automated reporting, including weekly and monthly reports provided via e-mail.
- Mail server monitoring and reporting.
- Spam control systems management.
- Database server monitoring and reporting.
- Web site and systems uptime monitoring and reporting.
- Terminal server monitoring and reporting.
- Internet connectivity monitoring.
- Anti-virus monitoring services.
- Managed security, managed backups, and managed VOIP phone systems.
- Printer, PC/server repairs, and access to VNS's HP/Compaq, Xerox, and IBM warranty support services.
- Monitoring and insuring all systems are running and operational.
- Checking event logs and identifying potential problems.
- Security and password management.
- Education and correction of user-created errors.
- Cleaning and maintenance of an efficient Active Directory structure.
- Review of router and firewall logs.
- Server performance monitoring.
- Monitoring of routers, switches and connectivity.
- Creation and management of directories, accounts and security groups.
- Setting up new users.
- Exchange user mailbox management.
- Monitoring for unusual activities.
- Disk space management.

- VOIP phone systems support and management.
- Phone and email support for daily problems and user support issues (M-F, 8am-5pm).
- Remote systems monitoring (requires client Internet connection, and manageable systems). Any devices to be excluded from active monitoring shall be defined in the Excluded Devices section at the end of the agreement.
- On-Call VNS engineers available (requires 1 business day notice).
- Annual high level review of your service, pricing and overall network performance.

Comments contained in every **NetCare™** Agreement:

"This agreement will provide a primary assigned VNS Systems Engineer to visit a single customer site on a regular basis and perform proactive system maintenance, in order to maximize system uptime, by delivering a prescribed series of maintenance tasks on the systems specified below. Remote services shall also be provided as needed to augment the on-site visits, and to provide a more timely response.

Items to be reviewed include: patch management, backups, anti-virus, power protection/UPSs, disk space utilization, disk drive fragmentation, printer toner levels, network traffic, and Internet connectivity. Additional customer-requested support services can also be provided in the scheduled service visits.

Weekly Executive Summary reports, and monthly Network Summary reports shall also be emailed to customer provided contact(s)."

Paragraph E. SCOPE OF TECHNICAL SERVICES item 7. Remote Email Connectivity

"Connectivity between the City's e-mail server and smart phones utilized by staff and city officials to conduct City business. Along with the ability to protect and remove City data from these devices."

Connectivity

Connectivity can be provided via the internet by correctly configuring the Exchange Server with ActiveSync and user smartphones for a user to access corporate email, or via Outlook Web Access (OWA). To protect the data, should a phone be lost, Exchange Server 2010 and 2013 provides a remote wipe capability. Following is from the Microsoft support web site:

Protect and Remove City Data from Phones

Perform a Remote Wipe on a Mobile Phone

Applies to: Exchange Server 2013, Exchange Online

Your users carry sensitive corporate information in their pockets every day. If one of them loses their mobile phone, your data can end up in the hands of another person. If one of your users loses their mobile phone, you can use the Exchange Administration Center (EAC) or the Exchange Management Shell to wipe their phone clean of all corporate and user information.

Perform a Remote Wipe on a Mobile Phone

Applies to: Exchange Server 2010 SP3, Exchange Server 2010 SP2

Microsoft Exchange Server 2010 lets you send a command to a mobile phone to perform a remote device wipe of that phone. This process removes all the information that's stored on the phone. This includes Exchange information. This process then completes a full reset of the device. You can use the EMC or the Exchange Management Shell to perform a remote wipe on a mobile phone.

Paragraph E. SCOPE OF TECHNICAL SERVICES item 9. Special Projects

"Special projects as needed, such as the purchase and installation of new desktop units, servers, network switches, printers, warranties. New software and software licenses"

The above technical service is provided through our Professional Services and Projects offering.

As part of our **NetCare™** Managed Service Program support for our customers we are continually assessing overall network health to include asset tracking to recommend upgrades as products approach end of life or recommend solutions as customers expand requirements. These upgrades are proposed as discrete projects. VNS proposes a recommended solution for approval to the client and once approved, procures, installs, integrates the solution to the customers' satisfaction. Based on the information provided in your RFP we have provided a short summary of like projects we have performed for other key customers.

Other NetCare™ Client Projects:

City of Selma

- **Hardware Refresh Project – City of Selma**

Valley Network Solutions, Inc. planned and executed the City of Selma third year hardware refresh detailed in the Five Year Hardware Refresh Plan. The project included procurement and replacement of 53 desktops and laptop computers and monitors; the addition of a receptionist phone and expansion modules; expanding the current storage array; performing an Exchange Server upgrade from Exchange Server 2007 to Exchange Server 2010; replacement of existing projector and backup tape cartridges.

Selma Police Department

- **Infrastructure Installation Project**

Valley Network Solutions, Inc., installed 20 Cat5E data lines from new Intermediate Distribution Frame rack in police department. Project includes all Panduit Cat5E RJ45 data modules with Panduit Cat5E 110 style patch panel. Data outlets at user locations will use telephone outlets with wall plate and phone jack to be replaced. Data outlets will be colored blue and phone outlets will match existing colors. Installation was during normal business hours and accomplished with minimal disruption of office workflow.

Work provided client with a cable infrastructure, utilizing TIA/EIA-568-B Commercial Building Telecommunications Cabling Standard. All cabling was non-plenum rated. All cabling was installed in-wall, and routed above-ceiling.

City of Orange Cove

- **Domain Conversion Project – City of Orange Cove**

The City of Orange Cove's networks, including City Hall and the Police Dept, are in a workgroup configuration that makes it difficult for centralized management, control, security and support. Valley Network Solutions proposes converting the City of Orange Cove's networks from a workgroup to a centrally managed Active Directory domain environment to reduce support cost in the long term. By converting from a workgroup to a domain, many network administrative tasks can be automated and take place from one central locations, as opposed to having to go to each computer and set up individual configurations and maintain each computer as a sole entity. Network Security will be enhanced, and over time administrative overhead will be reduced.

Automated Office Systems

- **Virtualize AOS servers and set up remote access**

One New Server Installed in Rack with VmWare hypervisor and 3 Virtual Machines. Virtual Exchange Server and Send and Receive Emails. Virtual domain controller authenticates all users and active directory Logs without critical errors. Karen and Tom can connect using Outlook Anywhere. SSL VPN connection configured and Working.

3. Brief resume of proposed key staff and approach to scope of services

VNS is unique in that we assign a *team* to our **NetCare™** customers. We believe this is one of the many things that makes the VNS **NetCare™** managed service program unique, and better. The people are the focus of our service program – not *just* the technology. With VNS **NetCare™**, you'll never be asking why you haven't seen someone for several weeks because we believe that we need 'facetime' with our customers *as well as* superior remote management and monitoring technology. Most of our technical staff have also completed the Homeland Security review process to provide services in Police Departments and government locations, and several are former military personnel, with federal security clearances. Following is the team that is assigned to every VNS **NetCare™** customer account:

- A highly certified primary Systems Engineer (SE), watchful and attentive to your daily IT needs, will be assigned to your account. The name of the SE that is assigned as your primary SE will be dependent on when the agreement is executed, SE availability and matching the SE with the right skill sets, experience and personality with your account. Because VNS always staffs several SE's, we constantly have several options as to which SE is the best fit for a customer, and this also provides our customers with a layer of redundancy in staffing.
- A dedicated Account Executive (AE), will be teamed up with your primary SE to bring business-focused value, and proactively consultant with you and your staff on an as needed basis, acting as your virtual CIO. Because our approach to managed services is unique in that we pair up a technical and business MSP contact to manage your account, we are able to bridge the gap that is often left when other MSPs only assign their clients to a primary technician. This also creates a single point of failure which does not exist in our model.
- A primary **NetCare™** Operations Center Systems Technician (ST) will also be assigned to your account to monitor operations when your primary SE is not on site. This individual watches for the "things that go bump in the night" and will work with your primary SE (and you if you desire) to address issues that occur between on-site visits. This also provides another layer of staffing redundancy for our **NetCare™** customers.

- A service dispatcher / service coordinator, and customer care unit: your command center, communication central and resource dispatch will be available during normal business hours. (Mon.– Fri., 8:00 AM to 5:00 PM)
- A talented pool of backup Systems Engineers are available as needed. This allows us to pull in the right resource for specific solutions that require expertise in specialty areas such as: Citrix, VoIP, Linux, Apple, printer repair, copper and fiber optic cabling, etc.

Following are profiles on two of our proposed SE's which would be assigned to your account.

Christopher T. Gilmore

Professional Profile

Senior Systems Administrator. Expert at designing, building, and administering systems, networks, and applications for the public and private sectors. Strategist accomplished at developing long-term infrastructure development plans. Troubleshooter talented at quickly resolving major production issues. Project manager with a well-earned reputation for on-time product delivery. Process and policy innovator experienced at creating and maintaining the technical body of knowledge. Solid experience developing standard operating procedures (SOPs) with accompanying user and technical documentation. Experienced staff trainer and mentor.

Technical Skills :

OS/Platforms: FreeBSD, Linux, MS Windows XP/2000/2003/Vista/7/8/2008/2012

Applications/Tools: Active Directory, Various Backup, Deduplication and Replication Technologies, MS Office Enterprise, MS Project, MS Visio, MS Visual Studio, Sharepoint, VMWare, Xenapp

Databases: MySQL, Oracle 8i/9i/10i, SQL Server, MS Access

Languages: Bash, HTML, JavaScript, PowerShell, VBScript

IDS/Network Monitoring and security: PIX, Blackice, HP OpenView, Sonicwall., Websense

Virtual Server Administration: Vmware, Dell, Nimble, Vranger

Professional Experience:

VALLEY NETWORK SOLUTIONS	05.01 2013- Present
BRITZ FERTILIZERS – Fresno, CA.	08.01.2002 – 05.01.2013
ALORICA NETWORKS – Fresno, CA.	10.30.2001 – 8.01.2002
FIRSTWORLD – Fresno, CA	8.15.1999 – 10.30.2001

Professional Certifications : MCP, MCSA (Microsoft Server 2003/2012), MCITP (Windows Server 2012), MCITP (Microsoft Dynamics GP 9.0/10.0), MCTS (SQL 2005, Microsoft Windows Vista, Windows 7 and Office 2010 Deployment, Cisco CCNA & CCDA, VMware VCP, WatchGuard WCSP, Symantec STS, Nimble NTSP

Steven Madara

Professional Profile:

Analytical and results-focused system administrator with several years of experience managing a wide range of systems and technology. Proven ability to lead teams in time-sensitive situations to provide the highest degree of availability for client services and systems. Specializing in new network and system infrastructure design and deploy with sensitivity to resource availability and minimal downtime for existing production environments. Assume complete ownership of client projects and support requests with excellent communication with management and affected parties. Passionate about developing solutions that are cost-effective for the client and their business model. Core competencies include: System/Network Administration; Infrastructure design and implementation; Managing assets and technology; Developing unique, client-focused solutions; Training and end-user education; Project design and management

Technical Skills:

Systems: Linux (Backtrack/Redhat/Slackware/Ubuntu), OS X, Windows 9x – 8 / Server NT4 - 2012, iOS, Android

Virtualization: MS Hyper-V, VMware ESXi 4.x/5.x, VMware Fusion, Oracle VirtualBox, Parallels

Hardware: PCs, Macs, Servers, Routers, Firewalls, Managed Switches, NAS, SAN

Networking: TCP/IP, LAN/WAN Management, WAPs, VPN, FSO Bridges (Lightpointe)

Professional Experience:

Senior Field Technician, PM Computing, Inc.	(2011 – Pres.)
Field Technician, PM Computing, Inc.	(2011)
Senior Teacher/Counselor, Pressley Ridge Home Places	(2007 – 2011)
Therapeutic Staff Support, Youth Advocate Programs, Inc.	(2007 – 2009)
MIS / Export Operations, D.T. Gruelle Company	(2000,2001,2004)
Programming Intern, Four Rivers Software Systems	(2002)

Education/Certifications:

Master of Science in Information Science, University of Pittsburgh	(2012)
Bachelor of Arts in Psychology, Duquesne University	(2006)
Computer Science, Georgia Institute of Technology	(1999-2003)
Microsoft MCSE/MCSA/MCP, Symantec STS, WatchGuard WCSP, CompTIA A+/Network+	

Approach to Scope of Services

In a word our approach to providing services: **PROACTIVE**. Networks are complex, living systems, with many moving parts, that require someone to maintain them. Industry experts, countless studies and common sense tells us that failure to do so *proactively*, rather than *reactively* will always cost us more than it would to take a proactive approach to things. Being **proactive** yields less downtime, more predictability, flatter spending patterns, better ability to plan and budget for IT needs, and allows you to focus on your business, not your network.

Instead of paying premium rates to fight fires reactively, *after* something goes wrong, or employing a full time consultant/IT rep, our solution at VNS is a **NetCare™ Managed Service Plan** – delivering **proactive** industry best practice network maintenance by highly trained system engineers on a recurring basis. The engineers are backed up by our full time network operations and monitoring center (NOC) and a corporate structure geared specifically to provide our customers with cost effective IT support.

An Account Executive will be assigned to your account to coordinate any special projects with our internal IT support and management teams. They will be your coordination arm and your direct line to corporate management to address any issues that arise.

4. Proposed Hourly Rate, Weekend or Emergency Rate, Travel Reimbursement Rate

Quote and Rate Methodology

With a **NetCare™** managed service contract, savings are realized right from the start. Our regular on-site rate for service is \$125 per hour. Your **NetCare™** managed services contract entitles you to a pre-scheduled number of hours each month at a discounted rate, based on your calculated annual hour requirements, (see attached quote Appendix C). The net effect is that you enjoy annualized volume pricing discounts, without an annual payment. Because we sit down with our customers and determine the quantity of onsite visits per month to and then adjust according to their needs we cannot optimize our quote to fit specific needs. So we provided 3 quotes based on the differing numbers of scheduled SE visits to cover the range our customers might request of us. Our assumptions are based on statements in *Paragraph D. which states "Among the Critical areas which need to be addressed on a weekly basis are:" and in Paragraph E. items 1,4,6 & 8*, that weekly onsite support was required.

Summaries of our quotes follow and all three quotes are contained in Appendix C:

Quote 1: Total \$1,797.26 per month

- 4 on site visits per month
- Approx. 3.87 Hours/week of SE time on-site discounted from \$125 to **\$98.75 per hour**
- 1 Hours per month of Help Desk Time discounted from \$60 to **\$58.20 per hour**
- 24x7 Network monitoring, and weekly/monthly reporting, discounted from \$125 to **\$65 per month**

Quote 2: Total \$1,169.80 per month (Recommended)

- 2 on site visits per month
- Approx. 2.2 Hours/week of SE time on-site discounted from \$125 to **\$105.00 per hour**
- 1.5 Hours per month of Help Desk Time discounted from \$60 to **\$58.20 per hour**
- 24x7 Network monitoring, and weekly/monthly reporting, discounted from \$125 to **\$65 per month**

Quote 3: Total \$870.95 per month

- 1 on site visit per month
- Approx. 2.65 Hours bi-weekly of SE time on-site discounted from \$125 to **\$110.00 per hour**
- 2.75 Hours per month of Help Desk Time discounted from \$60 to **\$55.80 per hour**
- 24x7 Network monitoring, and weekly/monthly reporting, discounted from \$125 to **\$65 per month**

These quotes are based on exact count of equipment provided. If the actual quantities change or are incorrect then this quote is subject to the changes specified.

Other Requested Rates

Overtime

- Our overtime and weekend rate is 1.5x your **NetCare™** discounted rate.

NetCare™ Emergency Services

- Charged per-incident on an hourly basis with a 2-hour minimum at twice customer's prevailing hourly **NetCare™** rate (normally \$125/hour, but this rate will be lower for our **NetCare™** clients). Fifteen minute response time, billed in 15-minute increments.
- It is important to note that because our entire process is designed to be proactive, rather than reactive, we rarely *have* to provide emergency services. VNS gets approximately 2 of these calls per year, among our account base of 65 **NetCare™** customers.

Travel & Mileage

- Our Travel Reimbursement Rate for **NetCare™** customers is our discounted hourly rate applied to travel time per round trip minus the first 30 minutes.

Warranty and Post-Warranty Repair Services

- On-site hardware service (warranty and non-warranty) is billed at \$90 per hour, plus applicable travel.
- Off-site in shop hardware service is billed at \$85 per hour.
- Both of these rates are discounted 5% more per increment if bought in increments of 10, 25, 50, 100, 150, 200 or 250 hours.

5. Service Related Warranty Statement

The following Paragraphs appear in every Service Contract.

Manufacturer's Warranty Coverage and Third-Party Products

- Customer is responsible for all replacements needed for product failures. VNS can assist in this process, but customer understands that VNS does not manufacture the products that we integrate, and that any labor that we expend to integrate a solution is billable to the customer, and that product DOA issues are between the customer and the manufacturer. Customer understands that VNS does not provide any hardware or software warranties directly. However, whenever possible we will endeavor to pursue manufacturer warranty payments for warranty services which VNS provides when a device requires service under manufacturer's warranty. This is only possible through our existing warranty certifications and in no case will a customer's responsibility to pay for our services be negated unless the service that VNS has provided customer is explicitly covered by a manufacturer's warranty, which VNS is contracted for (ie: HP or Xerox).
- Customer understands that VNS assumes no responsibility or liability for third-party products that customer has acquired from other vendors, but we will support them.

Infrastructure Exclusion

- This proposal assumes that minimal (CAT5 or better) cabling and patch panel(s) is/are in place (or will be in place before work commences) and functioning properly. VNS assumes no responsibility or liability for that infrastructure, unless we have installed and certified it. We can however, correct any pre-existing deficiencies that we identify.

ISP Exclusion

- This proposal assumes that customer's ISP/LEC will provide timely and accurate information to VNS personnel, and that client will be able to provide VNS personnel with appropriate contact information for ISP/LEC. VNS cannot and does not assume responsibility for errors or delays on the part of the ISP/LEC, or incorrect or incomplete information provided to them by ISP/LEC. Any additional labor charges incurred as a result of ISP/LEC errors, delays or inaccuracies will be the responsibility of the client.

End User Responsibilities

- Upon acceptance of this proposal, customer agrees to provide VNS full access to all areas requiring service(s), during the agreed upon project hours (normally 8-5, M-F). Any additional labor incurred as a result of delays due to lack of access to facilities during the agreed upon hours in this agreement will be billed to the client at the contracted rates.
- Customer agrees to provide notification of any unique requirements, hazardous locations, security precautions, access restrictions or other extraordinary conditions that may exist and which may affect the execution of the project.
- Provide clear and accessible working space for installation of all equipment, with sufficient power and cooling.
- Customer will be available for services to be delivered at the scheduled date and time. In the event that you need to reschedule your scheduled NetCare™ service visits, we will make every effort to accommodate your schedule, but please understand that the monthly service rate is due each month, so please make your facilities available to our staff to deliver services at the scheduled times. Because there is a high demand for our services, we book our service visits in advance, and frequent scheduling changes can, in some cases result in a customer's scheduled visit(s) not taking place. By accepting this agreement, you acknowledge that you are still responsible for that month's payment and cancellation of a service visit does not negate that amount.
- This proposal assumes that client has an Internet connection available at their location. Should client not have an Internet connection, or should client have a low-speed Internet connection, it is understood that this can increase the amount of time that many normal tasks may take, and may limit the functionality of some applications that require Internet connectivity.
- Customer is responsible for providing a backup system and anti-virus software, and implementing a consistent backup plan, or requesting that VNS provide these in order to protect customer data. VNS assumes no responsibility for lost or corrupted customer data due to failed or missed backups, or the absence of fully functional anti-virus systems.
- Customer agrees not to remove, disable or tamper with the NetCare™ Onsite Manager software, once installed. Any actions the customer takes to do so may require re-installation and re-activation of the software, which will be charged to the customer at the contracted NetCare™ service rate stated above.

Failure to Perform and Default

- Should customer wish to terminate this contract due to a demonstrable and documented failure to perform on the part of VNS, customer shall be entitled to do so upon a thirty (30) day written notification delivered to VNS via Registered U.S. Mail with no further obligation owed to VNS, as long as

any outstanding balances for services and products delivered by VNS prior to cancellation date are paid in full. This clause, should it be invoked, shall be effective following the completion of said thirty (30) day period, and assuming that the conditions stated above have been invoked, and that customer has given VNS at least 3 'D' or 'F' graded CSAT scores prior to service cancellation. 'Failure to perform' shall be defined and documented as the customer giving VNS three (3) or more Customer Satisfaction (CSAT) ratings in a row with a 'D' or 'F' on the VNS case grading scale. Unless you request that we not call, VNS will always call within a few days after a service visit to see if you are satisfied with our work, and you will have the opportunity to give us a score, using a traditional A-F grading scale. These scores are to be provided to us by the Service Requestor, Owner/Principal or other primary business decision maker at customer's location.

Early Termination

- This agreement has no provision for early cancellation or for a customer to put the agreement "on hold". NetCare™ is an annual contract between Valley Network Solutions, Inc. and the customer, in which VNS is extending highly discounted pricing to the customer based on the estimated annualized hours required to support your network. VNS absorbs all costs and discounting up front on behalf of the customer. Therefore, should customer desire to cancel this contract prior to completion of the duration of the contract without cause and failure to perform by VNS (as defined above in 'Failure to Perform and Default'), they agree to either pay off the balance of the contract, or pay the difference between the service rate they were billed at, and our standard hourly rates, as specified above, for all hours incurred up to the cancellation date, including the free installation of the NetCare™ Onsite Manager. Should customer desire to terminate this contract due to perceived lack of performance on the part of VNS, we will make every effort to meet with you to resolve the matter amicably and to remedy any dissatisfaction, as it is in our mutual best interest to insure that you are 100% delighted with the service you receive from us. However, if you believe that we are at fault or negligent in our duties to serve you, we have provided a specific procedure above that will allow you to cancel your NetCare™ service agreement without penalty.

Limitation of Liability

- In the event of any controversy, claim, or dispute between the parties hereto, arising out of or relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs. However, all efforts will be made prior to litigation to resolve the issues through arbitration.

6. Description of peripheral equipment integration knowledge and skills.

Our company and personal certifications noted on page xxx along with our extensive experience with client networks put us head and shoulders above our competition in the area of peripheral equipment integration. Our SEs and Service Technicians are thoroughly familiar with HP/Compaq, Xerox, Brother, Konica-Minolta, Canon, Okidata, Lexmark, Samsung, and Dell peripherals. Additionally, we have experience working with items manufactured Acer, Apple, Epson, E-Machines, Gateway, IBM, Intermec, Lenovo, Printronix, Sony and Zebra products. If we happen upon a peripheral from an unfamiliar vendor we quickly research our options and provide a solution.

See Appendix A: Products Sold and Supported and Repair Services

7. A list of three (3) clients or jurisdictions

"which presently or previously contracted or utilized the consultant's services within the last three (3) years."

- **City of Selma** - 1710 Tucker St. Selma, CA 93662
POC: Jerry Howell (559) 891-2208
- **City of Orange Cove** – 633 Sixth Street, Orange Cove, CA 93646
POC: Samuel Escobar (559) 626-5100, Ext. 215
- **Terra Linda Farms** – 17625 South Marks, Riverdale, CA 93656
POC: Hilda Urbano (559) 867-3400

8. E-mail contact for Section C

Timothy McLain, Account Executive

tim.mclain@vns.net

(559) 650-2600, Ext. 321

Appendix A - Acknowledgement of Compliance

Submission of this proposal with a Signed Letter of Transmittal attests to our Compliance with the Terms and Conditions stated in Paragraph H. TERMS AND CONDITIONS of the Request For Proposals for Information Technology Services, released by the City of Firebaugh, March 20, 2014.

The following items listed in H. Terms and Conditions will be provided in accordance with this RFQ:

- Proof of Business License for City of Firebaugh
- Proof of Commercial General Liability Insurance
- Proof of Professional Liability Insurance
- Proof of Automobile Insurance
- Proof of Professional and Worker's Compensation Insurance
- Proof of Professional Errors and Omissions Insurance

Appendix B - Products Sold and Supported

Products Sold and Supported

VNS™ is focused on providing total services solutions to our clients. To that end, we are an authorized reseller for industry-leading product lines and can provide our customers with products at highly competitive pricing (on par with CDW, Dell, etc because of our volume). However, we are not a "computer store" in the traditional sense, nor do we sell "clone" or "white box" computers. Our focus is on providing high-quality, best-of-breed products with solid, single-source warranty support, from partners that we see being around in 5, or 10 years to continue supporting you. Our product policy has always been to provide our customers with what we feel is the best product in every category. This means products that are technically superior, affordable and integrate well with other products. Sometimes these products may cost a bit more than competing solutions but experience has taught most of us that you get what you pay for, and we believe in the adage of "buy once, buy right". Following is a summary of some of our key vendor partnerships, which VNS sells and maintains advanced level support for, and although we can provide one-stop shopping, we are always happy to work with our customers if they prefer to purchase elsewhere:



Repair Services

We believe that we must service what we sell. To that end, VNS has worked hard to become the leading warranty service provider for our customers here in the Central San Joaquin Valley. VNS provides in-house and on-site service for printers and plotters throughout Central California. We offer quality service and quick turn-around times to keep your business up and running. We also offer support contracts to give you peace of mind knowing that if you ever encounter a problem, help is just a phone call away. VNS offers our customers the kind of full-service solution that we would want if we were a customer that we have made, and continue to make the investments in training and certification to maintain our warranty service provider status with several of our largest partners.

Our ability to complement our **NetCare™** program by also offering comprehensive repair services for printer, laptop, PC and server repairs as well as many other warranty related issues, provides a superior, more comprehensive solution for our clients.

VNS is a fully authorized sales and warranty service center for HP, Xerox, Brother, Konica-Minolta, and Okidata. Out of warranty service is provided for Apple, Epson, IBM, and Lexmark products.

business partner



HP Gold Reseller and Authorized Service Provider (ASP)



Xerox
Reseller

Xerox Gold Peak Partner and Authorized Service Provider



Okidata Business Partner and Authorized Service Provider



Brother Authorized Service Provider (ASP)



KONICA MINOLTA

Konica-Minolta Authorized Service Provider (ASP)



Compaq Authorized Service Provider (ASP)

Additional details on our Warranty and Repair Services is available at: www.vns.net/repairs

Infrastructure Services



One of the biggest advantages of working with VNS is that we are a one-stop solution - our expertise doesn't end at the wall jack. We can handle small MACs to large projects, and we won't leave you hanging when you ask us about power, cooling, networking or telephony issues.

Why? Because VNS is the only locally-owned APC Certified InfraStruXure partner in Central California, and we are experts in the design, integration, installation and support of highly scalable power and cooling solutions. We are a Cisco Premier Certified Partner specializing in Unified Communications (VoIP), wireless, routing, switching, and security. Additionally, we are the only Panduit Certified Systems Integrator in this region. What this all means to you is that this consolidated training and expertise allows us to bring a complete solution to the table because we understand the data center from the copper and fiber, to the metals, racks and cable raceway, to the power and cooling needs, to the final integration with your voice and data systems, wireless infrastructure and VoIP systems.



We test and certify all twisted-pair cabling for Category 5/5E/6 compliance (where applicable), including continuity, proper polarity, crossed-pairs, NEXT, and shorts with an industry-standard Fluke DTX Level IV cable certifier, or equivalent. We also test and certify all our fiber optic cabling installations. Once VNS completes an infrastructure installation, you can be assured that your physical infrastructure meets the specs that you paid for. We also maintain an archive copy of your cable/fiber scans on site, so that they can be provided in the future if you've lost your copy.

Our voice and data cabling technicians are certified too. We do not hire the lowest cost personnel that we can find or subcontract our work out to someone else. We look for high quality, professional, trained and certified full-time employees, and then continue to train them to stay abreast of the latest industry standards and performance requirements from BICSI, EIA/TIA, CompTIA, etc. We take great pride in the high quality of the workmanship that we provide and we back it up with a Lifetime Workmanship Warranty. VNS is a State of California C7 Licensed Contractor.

Additional details on our Infrastructure Services is available at: www.vns.net/cabling

Appendix C – NetCare™ Quotes (3ea) for City of Firebaugh IT Services

Prepared For: Plo Martin
Organization: City of Firebaugh
Phone: (559) 659-2043
From: Tim McLain
Date: Tuesday, April 08, 2014
Subject: NetCare Support Services Agreement - Plan: 5C
Comments: This agreement will provide a primary assigned VNS Systems Engineer to visit a single customer site on a regular basis and perform proactive system maintenance, in order to maximize system uptime, by delivering a prescribed series of maintenance tasks on the systems specified below. Remote services shall also be provided as needed to augment the on-site visits, and to provide a more timely response.

Email: financedirector@ci.firebaugh.ca.us
Fax: (559) 659-3412
Primary Engineer: TBD
Contract Start Date: TBD

Items to be reviewed include: patch management, backups, anti-virus, power protection/UPSs, disk space utilization, disk drive fragmentation, printer toner levels, network traffic, and Internet connectivity. Additional customer-requested support services can also be provided in the scheduled service visits.

Weekly Executive Summary reports, and monthly Network Summary reports shall also be emailed to customer provided contact(s).

For additional details on the NetCare™ program, please see: www.vns.net/netcare

NetCare™ Service Plan

NetCare™ On-Site Utilization Requirements and Managed Devices		Hours Per Month	Hours Per Quarter	Annual Hours	
2	Servers to be managed	6.07	18.20	72.80	
15	Clients to be supported (ie: desktops, notebooks, workstations, thin clients, etc)	5.60	16.80	67.20	
1	Printers to be supported (includes B/W, color, MFPs, plotters, etc)	0.33	0.98	3.92	
4	Other network accessible devices (ie: switches, routers, firewalls, wireless, VOIP, IP surveillance cameras, SANs, UPSs, tape drives, etc.)	2.61	7.84	31.36	
22	Total Devices	Total Support Hours (rounded to quarter-hour)	14.75	50.25	201.00

NetCare™ Visit Frequency

4	Pre-scheduled service visits per month -	3.69 hours per visit
38	One-way mileage to customer site per visit (mileage charges only applicable after 30 miles from VNS offices)	

NetCare™ Managed Workplace Remote Monitoring Services

	List Price	NetCare™ Cost
1 NetCare™ Onsite Manager Installation - MBS (254 nodes or less)	\$250.00	FREE (up to 2 hours)
1 NetCare™ Onsite Manager License - MBS (254 nodes or less, including up to 20 servers), Monthly	\$125.00	\$65.00

NetCare™ Hosted Offsite Service Options (SaaS)

	Each	Monthly Cost
Managed Core Defense and Security Services		
0 Email Defense - number of clients to be protected from spam, email viruses and malware	\$0.00	\$0.00
0 Web Defense - number of clients to be protected	\$0.00	\$0.00
Managed Storage and Data Backup Services		
0 NetCare™ Online Backup and Data Storage - GB per month	\$0.75	\$0.00
0 Email Archiving - GB per month	\$0.00	\$0.00
Managed Messaging Services		
0 Microsoft Exchange Online Server - number of clients	\$4.00	\$0.00
0 Microsoft Office Communications Server - number of clients	\$0.00	\$0.00
0 Blackberry Enterprise Online Server - number of clients	\$0.00	\$0.00
Managed Application Services		
0 Microsoft Dynamics CRM Online Server - number of clients	\$0.00	\$0.00
0 Microsoft SharePoint Online Server - number of clients	\$0.00	\$0.00
0 Microsoft Office Live Small Business - number of clients	\$0.00	\$0.00
Managed Collaboration & Communications Services		
0 Web Collaboration and Conferencing (Citrix Online) - number of clients	\$0.00	\$0.00
0 Collaborative Storage (FTP) - GB per month	\$0.00	\$0.00
0 Phone service, voicemail and unified communications - number of clients	\$0.00	\$0.00
0 Online fax service - number of fax numbers	\$0.00	\$0.00

NetCare™ Managed Print Services

	Pages Per Month	Monthly Base
0 Managed print services, with spare toner, unlimited monthly output, maintenance kit replacements and annual service - per MFP or printer	0	\$0.00

NOTE Regarding All Hosted Service Options Listed Above: all items listed above are estimates, based on the counts, and amounts provided by customer. Actual amount invoiced per month will be based on actual amounts used, based on price per unit that is listed.

NetCare™ Services Provided

- Phone and email support for daily problems and user support issues (8x5x5: M-F, 8am-5pm).
- *Proactive*, scheduled service visits by a VNS engineer for server, PC, printer, application and network device support issues.
- On-Call VNS engineers available (requires 1 business day notice).
- Emergency after-hours (5pm-8am M-F, weekends & holidays) response services at 2X your standard rates below, when requested.
- Pre-scheduled, non-emergency services, delivered after normal business hours will be billed at 1.5X your standard hourly rate, shown below.
- Annual high level review of your service, pricing and overall network performance.
- Microsoft systems patch management services.
- Hardware and software inventory services.
- Automatic weekly and monthly reports sent via email as PDFs (can be generated upon request as well).
- Preferred product pricing offered at our best discount levels (offered only to high volume, or NetCare™ accounts).
- 24x7x365 remote systems monitoring (requires client Internet connection, and manageable systems).
- Any devices to be excluded from active monitoring shall be defined in the Excluded Devices section at the end of this agreement.

	Helpdesk	On-Site
Estimated Monthly On-site and Remote Support Services	1.00 Hours	14.75 Hours
Monthly Travel Costs to/from Customer Location	.00 Hours	2.00 Hours
Total Annualized Hours	12.00 Hours	201.00 Hours
Standard Hourly Rate	\$ 60.00	\$ 125.00
Annualized Cost, Paying Per Hour		\$ 25,845.00
NetCare™ Contracted Hourly Service Rate	\$ 58.20	\$ 98.75
Less NetCare™ Contract Pricing Discount (20.50%)	\$ (5,297.85)	\$ 20,547.15
Monthly Support Services		\$1,732.26
(includes 24x7 on-call response capability, plus travel costs, if applicable)		
Hosted Offsite & Managed Print Services		\$0.00
Monthly NetCare™ Monitoring and Reporting Cost		\$65.00
Monthly Investment		\$1,797.26

Payment Terms:

- Balance due monthly, in advance of that month's services.
- 1% cash discount available for annual pre-payment on either monthly service, and/or NetCare™ Managed Workplace.
- This is an annual contract, paid monthly, based on actual service utilization.

Agreement acceptance date.
Date

To accept this agreement, please sign and date here.
For Customer

By signing above, you agree that you understand, and agree to the terms of this agreement and the Terms and Conditions below, and consent that you are duly authorized to enter into a contract on behalf of your company.

NetCare™ is an annual contract between Valley Network Solutions, Inc. and the customer, in which VNS is extending highly discounted pricing to the customer based on the estimated annualized hours required to support your network. Therefore, should customer desire to cancel the contract prior to completion of the duration of the contract without cause and failure to perform by VNS (as defined in Terms and Conditions below), they agree to either pay off the balance of the contract, or pay the difference between the service rate they were billed at, and our standard hourly rates, as specified above, for all hours incurred up to the cancellation date, including the free installation of the NetCare™ Onsite Manager.

Should customer desire to terminate this contract due to perceived lack of performance on the part of VNS, we will make every effort to meet with you to resolve the matter amicably and to remedy any dissatisfaction, as it is in our mutual best interest to insure that you are 100% delighted with the service you receive from us. This quote will remain valid for 15 days. All prices and specifications are subject to change.

Terms and Conditions

Definitions

- "Primary Engineer" is defined as the VNS Systems Engineer that will be assigned as the primary engineer for the account. This engineer is subject to change, based on current VNS staffing, and employee availability, and VNS reserves the discretion to dispatch the most qualified, or most accessible engineer for each NetCare visit, however, we will always endeavor to dispatch the same, primary engineer for all service.
- "Server" is defined as any system that is running a server operating system, regardless of hardware platform. Server operating systems include: Windows Server/Advanced Server, Novell Server, Linux, SCO, etc.
- "Client" is defined as any non-server client station, such as a PC/notebook/workstation/handheld running Windows (any version), Linux, a Macintosh or thin client.
- "Printer" is defined as any imaging output device that produces printed output and uses a consumable media to print.
- "Other Devices" is defined as any other type of IP-enabled network device that does not qualify as a Server, Client or a Printer.

Service Utilization Rates and Scope of Services

- The service utilization rates shown above are based on industry averages to provide sufficient time to support the specified number and type of customer network devices, using industry-standard best practices. VNS has also taken into account the customer's overall network quality, redundancy and performance to determine the required amount of time to support the devices specified in this agreement. With the exception of network emergencies, or new projects, VNS will perform the services described above in the allotted time shown above.
- This agreement reflects standard network maintenance and support only. Any new projects and/or hardware and software may require additional time, above and beyond the normal monthly time allotment specified above. By accepting this agreement, customer acknowledges that any requests for new projects and/or additional services requiring additional time above and beyond the normal monthly time allotment specified above, will be invoiced for the actual time used, at the hourly rate specified above.
- All billing is done in quarter-hour increments.

Services Provided

- This agreement is for VNS professional systems engineering and support (remote helpdesk) support services. This agreement does not include our Infrastructure (ie: cabling, fiber) services, or our hardware break-fix services, which will be billed separately, unless otherwise requested. Although customers can elect to use their NetCare™ agreement for those types of services, it is not advisable since they are billed at a lower hourly rate than our Systems Engineering rate. However, if a customer requests that we provide these type of services and bill against their NetCare™ contracted service rate, we will do so. In some cases where a customer is large enough, the discount on the NetCare™ agreement can yield an hourly service rate that is lower than our published Infrastructure (IT) or Break-Fix (ST) service rates, and is at the customer's discretion to utilize in that manner.
- Helpdesk / Remote services are defined as desktop support services that VNS Systems Engineers or Systems Technicians provide remotely. Systems Engineering services include services provided on-site, as well as provided remotely for anything other than desktop support issues.
- Helpdesk / Remote support services will be provided by the first available VNS engineer or technician. If you only wish to speak with your primary Systems Engineer, the call will need to be scheduled and they will provide on a best-effort basis.

Application and Hardware Support

- VNS will directly provide support for all standard "off-the-shelf" applications on both the workstation(s) and server(s). VNS engineers have the skills, experience and vendor training to directly support the majority of commonly used business applications (ie: Microsoft Office, Windows, Microsoft BackOffice, backup software, anti-virus software, etc.) and hardware products. However, some software and hardware may require direct manufacturer support as the only means of resolving issues, with VNS acting as your on-site IT representative (ie: any proprietary, vertical, or non-standard applications, etc.). VNS will make every effort to interface, on your behalf, with the manufacturer(s) to insure optimal operation, without incurring additional support costs. However, by accepting this agreement, customer acknowledges that they are ultimately responsible for maintaining a valid support contract on their hardware and software, and acknowledges that if VNS is asked to support a piece of software or hardware that does not have an active support/maintenance agreement with the manufacturer, this can in some cases, significantly increase the amount of time required to resolve an issue.

Managed Devices

- This agreement is based on the devices that customer has asked that VNS manage at the time of signing. VNS will manage any IP-enabled network device that is discovered on the customer's LAN and these devices will be factored into the inventory count which determines the amount of time required to support these devices. If there is a discrepancy between the devices that customer has contracted VNS to support and what we discover, this will be brought to customer's attention once they have been identified, to determine if they would like these devices supported. Should customer wish for VNS not to support a specific device(s), please notify your Account Executive so that we can exclude these devices from the contract and our monitoring systems. Because VNS cannot control what devices customer elects to add to their network, customer has the ultimate responsibility to notify VNS of any exclusions, or the devices will be auto-discovered by our monitoring systems. By approving this agreement, customer acknowledges that any network devices which they add to their network after this contract is accepted, will be automatically added to our monitoring system and will increase the monthly support costs proportionately, effective with the next month's invoice, unless customer requests that we exclude them from monitoring and support. Customer will have complete access to the VNS NetCare™ Service Center to determine what devices are being monitored at any time they wish.

Remote Systems Monitoring and Management

- A full-time Internet connection is required to provide this service. This connection allows VNS to connect to your managed devices. Clients are advised to procure a full-time high-speed Internet connection (ie: DSL, T1, frame relay, etc) if they do not already have one, in order to utilize this service. VNS partners with several companies that provide these services, and we can help work with you to determine what services are appropriate for your needs and budget.
- Systems can only be managed remotely if they are network-enabled and are connected to the customer's IP LAN network. Some devices have significantly better support for management interfaces and yield substantially more data, which allows us to more effectively support you. We recommend that customer's always try to purchase network devices with SNMP support, and computers with Intel vPro support if possible.
- VNS sells and services systems that support this functionality, and can make recommendations if required.
- By accepting this agreement, customer acknowledges that Internet connections can and will go down, and that if the Customer's Internet connection or server fails, VNS can no longer receive reporting data from your site until connectivity is restored. Our systems will however indicate a "Site Down" status and we will take appropriate action to contact you. VNS will not be responsible for Internet carrier outages that may take place from time to time or the lack of data reporting during that outage.
- Acceptance of this agreement authorizes VNS to remotely access customer's network-connected devices, on an as-needed basis, to provide necessary support and diagnostic services to deliver NetCare, as we would when we are on site. This is done via a secure, compressed and encrypted connection.

Work Performed Outside of Normal Business Hours

- All work shall be performed during normal business hours (8-5, M-F) at the VNS Helpdesk and On-Site labor rates quoted above.
- When a client requests Emergency after-hours support (5-8, M-F, weekends, holidays), services will be delivered at twice the standard labor rates specified above, with a one-hour minimum. By accepting this agreement, client understands that all non-business hours services will be charged at twice the applicable hourly service rate. On-Site services will begin billing from the time the VNS SE leaves their location. After-hours support services will be billed in full-hour increments.
- Should client wish to re-allocate hours scheduled during normally scheduled visits for an after hours emergency, this can be done at their written request. Hours consumed will be re-allocated at the 2X premium and client understands that normally scheduled services will not be performed as a result, which may result in a reduced level of service.

Access Acknowledgement

- Customer understands that by accepting this agreement, they are allowing authorized VNS personnel with access to their network on an as-needed basis. This includes both on site and remote access. All remote connections to customer devices will be logged in the NetCare™ Service Center, and a weekly Executive Summary, including access logs will be emailed to the customer each week for audit purposes.

Documentation Acknowledgement

- Customer understands that by accepting this agreement, they are authorizing VNS personnel to document key and critical aspects of their data network, to provide the highest levels of service possible. This data includes, but is not limited to hardware and software inventory, serial numbers, software licenses and administrative passwords. VNS maintains all data on a secure internal database which cannot be "exported" en masse (ie: to an Excel spreadsheet, etc) by our staff and is backed up daily. The data is only accessible on a per-device basis and all access to this system is logged. For audit purposes, VNS will provide customer access to see the data that we are maintaining on their account upon request, at any time, however, this data cannot be exported - it is view only.

Terms and Conditions

No Solicitation or Hiring

• VNS is not a staffing agency. Our professional services are provided at significant expense to us and our employees are our "product". In consideration of this, by accepting this agreement, customer agrees not to solicit for employment any person employed by Valley Network Solutions, or its assignees, who has performed under this Agreement, for a period of one year after completion of this work. Should customer hire a VNS employee within one year of completion of this work, customer agrees to pay VNS an amount equal to one times the employees' annual salary.

Manufacturer's Warranty Coverage and Third-Party Products

- Customer is responsible for all replacements needed for product failures. VNS can assist in this process, but customer understands that VNS does not manufacture the products that we integrate, and that any labor that we expend to integrate a solution is billable to the customer, and that product DOA issues are between the customer and the manufacturer. Customer understands that VNS does not provide any hardware or software warranties directly. However, whenever possible we will endeavor to pursue manufacturer warranty payments for warranty services which VNS provides when a device requires service under manufacturer's warranty. This is only possible through our existing warranty certifications and in no case will a customer's responsibility to pay for our services be negated unless the service that VNS has provided customer is explicitly covered by a manufacturer's warranty, which VNS is contracted for (ie: HP or Xerox).
- Customer understands that VNS assumes no responsibility or liability for third-party products that customer has acquired from other vendors, but we will support them.

Infrastructure Exclusion

- This proposal assumes that minimal (CAT5 or better) cabling and patch panel(s) is/are in place (or will be in place before work commences) and functioning properly. VNS assumes no responsibility or liability for that infrastructure, unless we have installed and certified it. We can however, correct any pre-existing deficiencies that we identify.

ISP Exclusion

- This proposal assumes that customer's ISP/LEC will provide timely and accurate information to VNS personnel, and that client will be able to provide VNS personnel with appropriate contact information for ISP/LEC. VNS cannot and does not assume responsibility for errors or delays on the part of the ISP/LEC, or incorrect or incomplete information provided to them by ISP/LEC. Any additional labor charges incurred as a result of ISP/LEC errors, delays or inaccuracies will be the responsibility of the client.

End User Responsibilities

- Upon acceptance of this proposal, customer agrees to provide VNS full access to all areas requiring service(s), during the agreed upon project hours (normally 8-5, M-F). Any additional labor incurred as a result of delays due to lack of access to facilities during the agreed upon hours in this agreement will be billed to the client at the contracted rates.
- Customer agrees to provide notification of any unique requirements, hazardous locations, security precautions, access restrictions or other extraordinary conditions that may exist and which may affect the execution of the project.
- Provide clear and accessible working space for installation of all equipment, with sufficient power and cooling.
- Customer will be available for services to be delivered at the scheduled date and time. In the event that you need to reschedule your scheduled NetCare™ service visits, we will make every effort to accommodate your schedule, but please understand that the monthly service rate is due each month, so please make your facilities available to our staff to deliver services at the scheduled times. Because there is a high demand for our services, we book our service visits in advance, and frequent scheduling changes can, in some cases result in a customer's scheduled visit(s) not taking place. By accepting this agreement, you acknowledge that you are still responsible for that month's payment and cancellation of a service visit does not negate that amount.
- This proposal assumes that client has an Internet connection available at their location. Should client not have an Internet connection, or should client have a low-speed Internet connection, it is understood that this can increase the amount of time that many normal tasks may take, and may limit the functionality of some applications that require Internet connectivity.
- Customer is responsible for providing a backup system and anti-virus software, and implementing a consistent backup plan, or requesting that VNS provide these in order to protect customer data. VNS assumes no responsibility for lost or corrupted customer data due to failed or missed backups, or the absence of fully functional anti-virus systems.
- Customer agrees not to remove, disable or tamper with the NetCare™ Onsite Manager software, once installed. Any actions the customer takes to do so may require re-installation and re-activation of the software, which will be charged to the customer at the contracted NetCare™ service rate stated above.

Term of Agreement and Payment

- This agreement shall be in effect for a period of one (1) year from the date of the initial NetCare™ Onsite Manager installation. This is normally scheduled within 2-5 days after acceptance of this agreement, pending credit approval and pre-payment of first month's service. This insures that the customer receives the full benefit of 365 days of services.
- Prices reflect prepaid cash/check, or purchase order payments, with a cash discount. Please add 3% for credit card payments.
- Late fees and interest of 1.5% per month will be applied to any balances not paid within the payment terms offered in this proposal.
- Because NetCare™ pricing is based on aggressive up-front discounting of our professional services, NetCare™ will be billed monthly (unless pre-paid annually), in advance of that month's services, on your standard Net terms (except month one). Should customer become delinquent in their payments to VNS beyond 30 days, VNS reserves the right to increase customer's hourly service rate to our standard published pricing for all future services.

Delinquent Payment Policy

- Once a NetCare™ customer's outstanding balance has reached 30 days past due, VNS will place your site on HOLD in our NetCare™ service center. All scheduled service visits shall be cancelled until customer's balance is current, but prior to 60 days past due. Once customer has paid current, we will make every effort to reschedule these visits in a timely manner, in consideration of our other pre-booked customer commitments. If any services are required during this time, they must be paid for COD.
- Once a NetCare™ customer's outstanding balance has reached 60 days past due, VNS will delete the customer's site from the NetCare™ Service Center database, all future service visits will be cancelled, and the account balance (based on 'Early Termination' amount, as stated below) will be sent to collections. Should the customer later get current on this outstanding balance, they will be responsible for all costs associated with re-installing and re-activating their site in the NetCare™ Service Center and, if necessary, at their location.

Failure to Perform and Default

- Should customer wish to terminate this contract due to a demonstrable and documented failure to perform on the part of VNS, customer shall be entitled to do so upon a thirty (30) day written notification delivered to VNS via Registered U.S. Mail with no further obligation owed to VNS, as long as any outstanding balances for services and products delivered by VNS prior to cancellation date are paid in full. This clause, should it be invoked, shall be effective following the completion of said thirty (30) day period, and assuming that the conditions stated above have been invoked, and that customer has given VNS at least 3 'D' or 'F' graded CSAT scores prior to service cancellation. 'Failure to perform' shall be defined and documented as the customer giving VNS three (3) or more Customer Satisfaction (CSAT) ratings in a row with a 'D' or 'F' on the VNS case grading scale. Unless you request that we not call, VNS will always call within a few days after a service visit to see if you are satisfied with our work, and you will have the opportunity to give us a score, using a traditional A-F grading scale. These scores are to be provided to us by the Service Requestor, Owner/Principal or other primary business decision maker at customer's location.

Early Termination

- This agreement has no provision for early cancellation or for a customer to put the agreement "on hold". NetCare™ is an annual contract between Valley Network Solutions, Inc. and the customer, in which VNS is extending highly discounted pricing to the customer based on the estimated annualized hours required to support your network. VNS absorbs all costs and discounting up front on behalf of the customer. Therefore, should customer desire to cancel this contract prior to completion of the duration of the contract without cause and failure to perform by VNS (as defined above in 'Failure to Perform and Default'), they agree to either pay off the balance of the contract, or pay the difference between the service rate they were billed at, and our standard hourly rates, as specified above, for all hours incurred up to the cancellation date, including the free installation of the NetCare™ Onsite Manager. Should customer desire to terminate this contract due to perceived lack of performance on the part of VNS, we will make every effort to meet with you to resolve the matter amicably and to remedy any dissatisfaction, as it is in our mutual best interest to insure that you are 100% delighted with the service you receive from us. However, if you believe that we are at fault or negligent in our duties to serve you, we have provided a specific procedure above that will allow you to cancel your NetCare™ service agreement without penalty.

Limitation of Liability

- In the event of any controversy, claim, or dispute between the parties hereto, arising out of or relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs. However, all efforts will be made prior to litigation to resolve the issues through arbitration.



STAFF REPORT

TO: City Council
 FROM: Kenneth McDonald, City Manager *KM*
 DATE: April 21, 2014
 SUBJECT: Request for Member Agency Feedback-- Fresno COG Policy Board Consideration of Proposal by City of Fresno to Amend Measure "C" Expenditure Plan

RECOMMENDATION:

Provide direction to COG representative regarding proposal from City of Fresno to amend the Measure "C" Expenditure Plan.

HISTORY / DISCUSSION:

Fresno COG staff has received a request from the City of Fresno asking that the Fresno Council of Governments consider amending the existing Measure "C" Expenditure Plan. The purpose of the amendment would be to eliminate both the Rail Consolidation and New Technology program components of the current Expenditure Plan and redirect those monies to a Street Maintenance fund that would be allocated to our member agencies on a formula basis. The formula utilized would be the one that is currently used by the Fresno County Transportation Authority (FCTA) for its current allocation of Measure "C" local funds. The formula is (population + road miles + a guaranteed annual minimum of \$100,000 for each of our 16 member agencies.) Included as an attachment is a spreadsheet that summarizes the amount of funding that would go to each of Fresno COG's member agencies over the remaining life of the Measure (approximately 12 years).

In order to initially determine if there might be regional consensus on such an amendment, Fresno COG staff convened a meeting on February 26th with several of our member agency City Managers (Clovis, County of Fresno, City of Fresno, Coalinga (representing the west side cities) and Sanger (representing the east side cities). After lengthy discussion regarding the pros and cons of such an amendment, there was unanimous agreement that the idea had merit, and that a logical first step would be to conduct a public opinion survey throughout Fresno County to gauge the public's support for such an amendment.

Additional issues discussed included recognition that amending the Measure "C" Expenditure Plan runs the risk of breaching the trust established with Fresno County voters who included the New Technology and Rail Consolidation programs when they voted in support of the Measure in 2006; the importance of obtaining input from the Measure "C" Citizens Oversight Committee; the overwhelming unmet need for street maintenance funding to preserve the existing transportation infrastructure investment in all of our communities; the leveraging benefits of maintenance and rehabilitation projects (spend \$1 now to avoid spending \$5 later); and the fact that street maintenance was identified as the highest priority by Fresno County voters when approving Measure "C" in 2006 and in recent polling conducted for our 2014 Regional Transportation Plan.

Should the Fresno COG Policy Board find that the proposed amendment warrants public polling, the next step in our two-step amendment process would be for the FCTA Board to schedule the item for their consideration. In the event the FCTA concurred that there was value to polling the public on the proposed amendment, Fresno COG staff would bring on a pollster to conduct the survey. Once the survey is complete, Fresno COG staff would bring the results back to the Fresno COG TTC/PAC/Board and the FCTA for direction on moving forward with the actual Measure "C" amendment.

Rail Consolidation Account currently has \$20,863,828 & brings in \$3.6 million per year.
The commitment to High Speed Rail will take another year and a half before money is available for Repair
Therefore the \$100,000 annual guarantee can't start till 2015/16.
The New Technology Account currently has \$9,069,359 and brings in \$1.3 per year, all of which is currently available.
A one time payment could be made for the New Tech. \$8 million balance.
Then agencies would receive the annual \$1.3 million New Tech allocation until the HSR commitment was fulfilled.
Then agencies would receive the combined New Tech/Rail Consol. \$4.9 million. Annually.

	2013 Population	2011 Road Miles	25% Population	Pro Rata Population	Pro Rata Percent	Pro Rata Percent	Combined Percentage	1 Time Payout	Annual With Minimum				Estimated Remainder of Measure				Total Available Combined + One Time NT Balance	
									Annual Minimum		Annual		12 Years		Combined			
									Annual Minimum	New Tech Begin	Annual Begin	Rail Consol. Begin	Annual Minimum	New Tech Per Year	Rail Consol. Per Year	Total Annual Amount		
	***	***							2014/15	2015/16								
Clovis	99,983	348.7	7.88%	1.39%	7.88%	9.27%	747,997	100,000	120,505	185,392	405,897	1,200,000	2,128,479	3,838,126	7,166,605	7,914,602		
Coalinga	16,729	38.8	1.32%	0.16%	1.32%	1.47%	118,843	100,000	19,146	29,455	148,601	1,200,000	338,176	609,807	2,147,983	2,266,826		
Firebaugh	7,777	22.3	0.61%	0.09%	0.61%	0.70%	56,626	100,000	9,123	14,035	123,158	1,200,000	161,134	290,561	1,651,695	1,708,321		
Fowler	5,801	41.6	0.46%	0.07%	0.46%	0.62%	50,291	100,000	8,102	12,465	120,567	1,200,000	143,106	258,052	1,601,158	1,651,449		
Fresno	508,453	1,752.3	40.05%	7.01%	47.06%	47.06%	3,797,132	100,000	611,731	941,124	1,652,855	1,200,000	10,805,008	19,483,860	31,488,868	35,286,000		
Huron	6,790	14.0	0.53%	0.06%	0.53%	0.59%	47,681	100,000	7,682	11,818	119,500	1,200,000	135,680	244,662	1,580,342	1,628,023		
Kerman	14,225	26.5	1.12%	0.11%	1.12%	1.23%	98,962	100,000	15,943	24,528	140,471	1,200,000	281,603	507,794	1,989,397	2,088,359		
Kingsburg	11,590	45.9	0.91%	0.18%	0.91%	1.10%	88,486	100,000	14,255	21,931	136,186	1,200,000	251,794	454,041	1,905,835	1,994,321		
Mendota	11,178	54.6	0.88%	0.22%	0.88%	1.10%	88,678	100,000	14,286	21,979	136,265	1,200,000	252,339	455,024	1,907,363	1,996,041		
Orange Co	9,353	26.3	0.74%	0.11%	0.74%	0.84%	67,937	100,000	10,945	16,838	127,783	1,200,000	193,320	348,600	1,741,920	1,809,857		
Parlier	14,873	30.0	1.17%	0.12%	1.17%	1.29%	104,226	100,000	16,791	25,833	142,624	1,200,000	296,583	534,806	2,031,389	2,135,615		
Reedley	24,965	68.1	1.97%	0.27%	1.97%	2.24%	180,652	100,000	29,104	44,775	173,879	1,200,000	514,057	926,960	2,641,017	2,821,669		
San Joaql	4,029	14.3	0.32%	0.06%	0.32%	0.37%	30,213	100,000	4,867	7,488	112,355	1,200,000	85,973	155,028	1,441,001	1,471,214		
Sanger	24,703	69.9	1.95%	0.28%	1.95%	2.23%	179,577	100,000	28,930	44,508	173,438	1,200,000	510,999	921,445	2,632,444	2,812,021		
Selma	23,799	77.0	1.87%	0.31%	1.87%	2.18%	176,099	100,000	28,370	43,646	172,016	1,200,000	501,103	903,601	2,604,704	2,780,803		
County of	167,918	3,622.0	13.23%	14.48%	27.71%	27.71%	2,235,959	100,000	360,220	554,185	1,014,405	1,200,000	6,362,580	11,473,160	19,035,740	21,271,699		
TOTAL	952,166	6,252.3	75.00%	25.00%	100.00%	100.00%	8,069,359	1,600,000	1,300,000	2,000,000	4,900,000	19,200,000	22,961,934	41,405,527	83,567,461	91,636,820		
							8,069,359		1,300,000	2,000,000			22,961,935	41,405,527				

RENTAL AGREEMENT

This Rental Agreement ("Agreement") is entered into as of the Effective Date, between _____ ("Tenant"), and the City of Firebaugh ("Landlord") (each, a "Party," and collectively, the "Parties"), on the terms and conditions that follow.

RECITALS

WHEREAS, Landlord owns certain real property commonly known as **1468 11th Street**, including a commercial building and all improvements thereon ("Premises"), described and depicted in *Exhibit A*, being all of Fresno County Assessor's Parcel Number **008-074-02T**; and

WHEREAS, Landlord has agreed to rent the Premises to Tenant on a month-to-month basis in accordance with the terms and conditions of this Agreement.

TERMS AND COVENANTS

NOW, THEREFORE, the Parties agree as follows:

1. Term. The term of this Agreement begins on _____, 2014 (the "Effective Date"), and continues on a month-to-month basis thereafter. Either Party may terminate this Agreement at any time by giving 30 days' prior written notice to the other Party.
2. Rent. Tenant shall pay monthly rent in the amount of **\$300.00** payable on the **1st** day of each month for the use of the Premises under this Agreement. All such payments shall be made to Landlord on or before the due date and without demand.
3. Security Deposit. Upon the execution of this Agreement, Tenant shall deposit with Landlord the sum of **THREE HUNDRED DOLLARS (\$300.00)** receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Tenant, without interest, and less any set off for damages to the Premises upon the termination of this Agreement.
4. Permitted Use. The Premises are rented to Tenant to use for the current purposes only, as of the Effective Date. Neither Tenant, nor any persons on the Premises with their permission, will disturb, annoy, inconvenience, or endanger neighbors. Tenant will perform no alterations or redecorations of the Premises without Landlord's prior written consent.
5. Payment of Property Taxes and Utilities. Tenant shall be responsible to pay any possessory interest property taxes or other property assessments which may be assessed on the Premises during the term of this Agreement, and shall be responsible for payment of all utility services consumed during the tenancy.
6. Condition of Premises. Tenant accept the Premises "as-is," with no warranty, express or implied, by the Landlord as to the condition of the Premises. Tenant agrees that Landlord has made no promises to them about Landlord's intentions to make any improvements, alterations, decorations, or repairs to the Premises, except as may otherwise be noted in this Agreement.

7. Maintenance and Repair; No Waste or Nuisance upon Premises. During the term of this Agreement, Tenant will keep the Premises in clean and sanitary condition; dispose of all rubbish, garbage and waste promptly and in a clean and sanitary manner; properly use and operate all electrical, gas and plumbing fixtures and keep the same in clean condition; not permit any person in or about the Premises with Tenant's permission to deface, damage or remove any part of the structure of the Premises or the facilities, equipment or appurtenances thereto, nor personally do such things; and will occupy and use the Premises in accord with the purpose for which they were rented to them. Tenant will be responsible for all expenses in connection with any repairs caused by Tenant's failure to comply with the foregoing conditions. It is Tenant's obligation to maintain the Premises in a habitable condition. Landlord is not responsible for defective conditions caused by Tenant's wrongful or negligent actions or inactions or those of any person upon the Premises with Tenant's permission. Tenant shall ensure that their activities will not create waste to or a nuisance upon the Premises, or any other liability arising from their continued use of the Premises. If Tenant uses, or permits the deposit of, hazardous materials, as defined under State, Federal, or local law, or otherwise creates waste or a nuisance on or about the Premises, then Tenant shall bear the obligation to fully remediate the Premises to the condition existing at the Effective Date.
8. Personal Property. On or before the termination of this Agreement, Tenant may remove any items of their personal property from the Premises. Tenant shall not remove any fixtures or improvements from the Premises without prior written consent of the Landlord. After Tenant vacates the Premises, Landlord may store any personal property left behind for a period of 30 days. If Tenant fails to pick up said property within that time, during which time Landlord will surrender the same to Tenant cost free, such property, regardless of its value, will become the property of the Landlord and may be retained or disposed of as Landlord sees fit.
9. No liens or encumbrances. Tenant shall neither take nor permit any action that would allow for a lien or encumbrance to be placed upon the Premises, including, but not limited to, deeds of trust, financing statements, or mechanics liens.
10. Indemnification. Tenant covenants and agrees to indemnify and defend Landlord against any loss, cost, expense, damage, charge or liability, including attorneys' fees, connected with Tenant's use and possession of the Premises, or operations conducted thereon by Tenant, their agents, contractors, employees or invitees. Tenant further agrees to indemnify, and defend Landlord against all loss, cost, expense, damage, charge, and liability, including attorney's fees, for injury to or death of persons and damage to Premises occurring by reason of such use or possession of the Premises, except claims or demands adjudicated to be caused by the negligence or wrongdoing of Landlord. These indemnification provisions shall survive the termination date of the Agreement.
11. Insurance. During the term of this Agreement, Tenant shall maintain, at their expense, property and liability insurance in the same amounts and with the same policy or policies that Tenant maintained as of the Effective Date. During the term of this tenancy, Tenant shall name Landlord as an additional insured on said policy or policies.
12. Access. Tenant shall permit Landlord and its agents to enter the Premises at reasonable times for the purpose of inspection, and due diligence testing of the site, survey and other activities for development plans for the site for public school uses. The Landlord shall notify Tenant before any such entry occurs, which shall not unnecessarily disrupt the use of the Premises by Tenant.

Landlord agrees to indemnify, defend, and hold the Tenant harmless from any such activities conducted by the Landlord pursuant to this section.

13. Assignment. Tenant shall not assign or sublet any of their obligations, rights, or duties under this Agreement, nor sublet the Premises or any part thereof. Any such assignment or sublease shall be void, and at the option of Landlord, shall immediately result in termination of this Agreement.
14. Default and Remedies. If a Party breaches any of its obligations under this Agreement, the Party alleging a breach of the Agreement shall send a notice of default to the other Party pursuant to Section 18. The breaching Party shall have 10 calendar days to cure the breach and, if not cured within said period, or such extended period as the Parties may agree, the nonbreaching Party may pursue its remedies at law, or as permitted by this Agreement. If Tenant breach any of their obligations and do not cure the breach within the time permitted under this Agreement, then Landlord may terminate the Agreement and reclaim possession of the Premises without further notice or obligation to Tenant. The remedies given to each Party shall be cumulative. The exercise of any one remedy by either Party shall not waive that Party's right to any other remedy.
15. Modification. At any time during the term of this Agreement, the Parties may mutually agree in writing to amend, supplement, terminate, or otherwise modify this Agreement.
16. Waiver. No failure by Landlord or Tenant to insist upon the strict performance of any term hereof or to exercise any right, power, or remedy consequent upon a default thereof, shall constitute a waiver of any default or any term.
17. Compliance with Law. Tenant shall obey all local, state or federal laws, ordinances, rules, statutes and regulations now in effect or promulgated in the future with respect to the use of the Premises and activities conducted thereon.
18. Notice. Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served on, or given to either Party to this Agreement shall be in writing and shall be deemed properly delivered to such Party at the earliest of (i) the date actually received; (ii) 3 business days after deposit in the United States mail, postage prepaid, certified or registered, addressed to the respective Party at the address identified below; or (iii) 1 business day after deposit with a mail service, whether United States mail, or a private company, which guarantees next-business-day delivery. Either Party may change its address for purposes of notice by giving written notice of such change of address, which shall become effective 5 business days after giving notice thereof.

All notices given pursuant to this Agreement shall be delivered to:

Tenant:

Landlord:
City of Firebaugh
1133 "P" Street
Firebaugh, California 93622

19. Execution in Counterpart; Facsimile Signatures. The Parties may sign this Agreement in counterparts such that this document, when all signatures are appended together, will constitute a fully signed original or copy thereof. Facsimile signatures or copies of signatures shall be binding to the same extent as original signatures.
20. Binding Effect. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and permitted assigns of the Parties hereto.

* * * * *

Wherefore, the Parties hereto enter into this Agreement on the date set forth above.

“Landlord”

“Tenant”

CITY OF FIREBAUGH

By: _____
Kenneth McDonald
City Manager

Exhibit A

UNDIVIDED LAND IN POR. SEC'S. 28 & 29, T.12S., R.14E., M.D.B.&M.



NOTE - C.O.F. is City of Firebaugh

NOTE - Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.



STAFF REPORT

TO: City Council

FROM: Kenneth McDonald, City Manager *KM*

DATE: April 21, 2014

SUBJECT: Resolution of the Successor Agency of the City of Firebaugh Approving the Preliminary Terms from Western Alliance Public Finance in Connection with the Refinancing of the Successor Agency's Obligations with respect to the Firebaugh Redevelopment Agency Tax Allocation Bonds, 2005 Series A and Series B (Taxable) and Authorizing and Directing Certain Actions with Respect Thereto

RECOMMENDATION:

Adopt the resolution approving the preliminary terms from Western Alliance Public Finance in connection with the refunding of the Successor Agency's obligations with respect to the Firebaugh Redevelopment Agency Tax Allocation Bonds, 2005 Series A and Series B (Taxable) (combined the "2005 RDA Bonds") through a 2014 Direct Placement and authorizing and directing certain actions with respect thereto. The 2014 Direct Placement will consist of Series A and Series B (Taxable) issues, similar to the 2005 RDA Bonds.

HISTORY:

On January 16, 2014, the Council approved the Financing Team A. M. Peché & Associates LLC as Financial Advisor, Nossaman LLP as Bond Council, and Southwest Securities Inc. (formerly M.L. Stern & Co.) as Underwriter or Placement Agent, to refinance the 2005 RDA Bonds. These firms have a long history of serving the City and were involved in the original issuance of the 2005 RDA Bonds in November of 2005. More recently, this Team served the City in the Water Enterprise 2013 Direct Placement that refinanced the 2005 Water Bonds. The Financing Team was also approved by the Oversight Board on January 16, 2014.

On March 12, 2014 the State Department of Finance approved the Oversight Board action to proceed with the refinancing. Staff then directed Rosenow Spevacek Group Inc. to prepare a Fiscal Consultant Report ("FCR"). This Report was sent to potential bidders, along with a Bid Solicitation Request, by Southwest Securities on April 7th. On Monday, April 14th Southwest Securities received one bid proposal from Western Alliance Public Finance for the 2005 RDA Bonds.

DISCUSSION:

At the January Successor Agency meeting, Staff described a Uniform Savings Structure and Upfront Savings Structure. Staff has requested an Upfront Savings Structure to maximize the savings benefit to the City and the other taxing agencies in the first few years.

Using an Upfront Savings Structure based on the proposal submitted there is approximately \$774,000 in cash flow savings over the remaining life of the 2005 Series A Bonds when compared with the new debt service. This translates into approximately \$527,500 in present value savings and \$225,600 in net present value savings (today's dollars), which is a 5.98% net present value (NPV) percentage of the refunded 2005 Series A Bonds.

Based on the proposal submitted there is approximately \$381,00 in savings over the remaining life of the 2005 Series B (Taxable) Bonds when compared with the new debt service. This translates into approximately \$368,000 in present value savings and \$125,500 in net present value savings (today's dollars), which is a 4.65% net present value (NPV) percentage of the refunded 2005 Series B Bonds.

The savings numbers discussed in the previous two paragraphs are estimates and the exact fixed interest rates and final savings results will not be locked until after the bank has provided formal credit approval and the Successor Agency and Oversight Board have approved the financing documents. The financing schedule calls for the bank to provide formal credit approval by April 25th and the financing documents are scheduled to be considered by the Oversight Board on May 15th and by the Successor Agency on May 19th. Once the financing has been approved by the SA and OB the Rate Lock Agreement can be executed which sets the final interest rates. It will be at this time that the final savings results will be known.

An industry "rule of thumb" is that any savings in excess of 3 percent of net present value savings is considered a good economic refunding. It is also important to note that the 2014 Direct Placement will not extend the maturity of the 2005 RDA Bonds. RSG has estimated that the City will receive approximately 20 percent of the savings through additional property tax revenue, with the other savings going to the other taxing entities, including the school district.

In addition the new debt will be callable in 10 years if new lending or interest rates change and it becomes feasible to refinance again. The 2014 Direct Placement for the refinancing of the 2005 RDA Bonds will lower the overall costs of issuance since the Direct Placement will not require: 1) an Official Statement, 2) and a Debt Service Reserve Fund. Therefore the City will save money from the legal costs of preparation and printing of the Official Statement. Furthermore, the City will not be required to have a Debt Service Reserve Fund, which is usually 10 percent of the issue size in a Direct Placement (the 2005 RDA Bonds had a combined reserve funds of \$544,287). The costs for issuing the 2005 RDA Bonds were approximately \$244,000. The estimated costs of issuance for a 2014 Direct Placement is approximately \$217,000, excluding an additional \$10,000 that will be paid for City Staff time that will go to the General Fund.

Western Alliance will require ongoing Continuing Disclosure Reports, similar to those currently being prepared, and this cost will continue to be placed on the Recognized Obligation Payment Schedule ("ROPS") that will then be paid by tax increment revenues and not from the City's General Fund.

FISCAL IMPACT:

It is estimated the Successor Agency's Recognized Obligation Payment Schedule (ROPS) will receive a \$373,000 cash flow savings through the 2014 Direct Placement in the first year, \$153,000 in the second year and 31,000 in the remaining years. This will produce additional property tax revenues to the City's General Fund of approximately 20% of the Successor Agency ROPS savings after the refinancing. The other taxing entities will receive the balance of the savings previously described.

ATTACHMENTS:

Firebaugh Summary of Bank Bid Received Series A and B.

SOURCES AND USES OF FUNDS

\$3,676,645*

SUCCESSOR AGENCY TO THE FIREBAUGH RDA

Refunding TAB, Series 2014

Refunded Bonds: Series 2005A

WESTERN ALLIANCE SPOT RATE 4.52%

Preliminary Numbers: As of April 14, 2014

Dated Date 05/29/2014

Delivery Date 05/29/2014

Sources:

Bond Proceeds:	
Par Amount	3,676,645.00
Other Sources of Funds:	
Prior DSR	301,866.81
	3,978,511.81

Uses:

Refunding Escrow Deposits:	
Cash Deposit	3,869,460.00
Cost of Issuance:	
Nossaman LLP	30,000.00
A. M. Peche & Associates LLC	25,000.00
Southwest Securities Inc.	20,000.00
RSG (Estimated)	12,500.00
Del Rio Advisors, LLC	1,500.00
BNY Mellon (Estimated)	1,000.00
Barthe & Wahrman	1,000.00
Expenses	5,000.00
Bank Counsel	7,500.00
City Staff Charge	5,000.00
CDIAC	551.50
	109,051.50

Other Uses of Funds:	
Additional Proceeds	0.31
	3,978,511.81

Note: * Preliminary, subject to change.

SAVINGS

\$3,676,645*

SUCCESSOR AGENCY TO THE FIREBAUGH RDA

Refunding TAB, Series 2014

Refunded Bonds: Series 2005A

WESTERN ALLIANCE SPOT RATE 4.52%

Preliminary Numbers: As of April 14, 2014

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value to 05/29/2014 @ 4.5199761%
12/01/2014	198,920.00	84,015.42	114,904.58	114,534.80
12/01/2015	198,920.00	167,533.36	31,386.64	29,689.87
12/01/2016	198,920.00	167,533.38	31,386.62	28,392.65
12/01/2017	198,920.00	167,533.64	31,386.36	27,151.93
12/01/2018	198,920.00	167,533.02	31,386.98	25,966.18
12/01/2019	198,920.00	167,533.42	31,386.58	24,831.44
12/01/2020	198,920.00	167,532.64	31,387.36	23,747.19
12/01/2021	198,920.00	167,532.62	31,387.38	22,709.78
12/01/2022	198,920.00	167,533.16	31,386.84	21,717.32
12/01/2023	198,920.00	167,533.08	31,386.92	20,768.67
12/01/2024	198,920.00	167,533.24	31,386.76	19,861.34
12/01/2025	198,920.00	167,533.48	31,386.52	18,993.62
12/01/2026	413,920.00	382,532.62	31,387.38	18,164.47
12/01/2027	547,632.50	516,245.48	31,387.02	17,361.17
12/01/2028	553,732.50	522,345.80	31,386.70	16,586.77
12/01/2029	548,520.00	517,133.42	31,386.58	15,845.31
12/01/2030	547,520.00	516,132.90	31,387.10	15,135.98
12/01/2031	550,470.00	519,083.10	31,386.90	14,456.57
12/01/2032	556,885.00	525,498.04	31,386.96	13,804.98
12/01/2033	551,710.00	520,323.00	31,387.00	13,180.77
12/01/2034	550,475.00	519,087.72	31,387.28	12,583.25
12/01/2035	57,915.00	26,528.22	31,386.78	12,010.71
	7,265,820.00	6,491,790.76	774,029.24	527,494.75

Savings Summary

PV of savings from cash flow	527,494.75
Less: Prior funds on hand	(301,866.81)
Plus: Refunding funds on hand	0.31
Net PV Savings	225,628.25

Note: * Preliminary, subject to change.

SUMMARY OF REFUNDING RESULTS

\$3,676,645*
SUCCESSOR AGENCY TO THE FIREBAUGH RDA
Refunding TAB, Series 2014
Refunded Bonds: Series 2005A
WESTERN ALLIANCE SPOT RATE 4.52%
Preliminary Numbers: As of April 14, 2014

Dated Date	05/29/2014
Delivery Date	05/29/2014
Arbitrage yield	4.519976%
Escrow yield	
Value of Negative Arbitrage	
Bond Par Amount	3,676,645.00
True Interest Cost	4.519976%
Net Interest Cost	4.520000%
Average Coupon	4.520000%
Average Life	16.940
Par amount of refunded bonds	3,770,000.00
Average coupon of refunded bonds	5.279589%
Average life of refunded bonds	17.069
PV of prior debt to 05/29/2014 @ 4.519976%	4,204,139.75
Net PV Savings	225,628.25
Percentage savings of refunded bonds	5.984834%
Percentage savings of refunding bonds	6.136797%

Note: * Preliminary, subject to change.

SOURCES AND USES OF FUNDS

\$2,665,556*

SUCCESSOR AGENCY TO THE FIREBAUGH RDA

Taxable Refunding TAB, Series 2014

Refunded Bonds: Series 2005B

WESTERN ALLIANCE SPOT RATE 6.26%

Preliminary Numbers: As of April 14, 2014

Dated Date 05/29/2014

Delivery Date 05/29/2014

Sources:

Bond Proceeds:	
Par Amount	2,665,556.00
Other Sources of Funds:	
Prior DSR	242,432.28
	2,907,988.28

Uses:

Refunding Escrow Deposits:	
Cash Deposit	2,799,087.50
Cost of Issuance:	
Nossaman LLP	30,000.00
A. M. Peche & Associates LLC	25,000.00
Southwest Securities Inc.	20,000.00
RSG (Estimated)	12,500.00
Del Rio Advisors, LLC	1,500.00
BNY Mellon (Estimated)	1,000.00
Barthe & Wahrman	1,000.00
Expenses	5,000.00
Bank Counsel	7,500.00
City Staff Charge	5,000.00
CDIAC	399.83
	108,899.83

Other Uses of Funds:	
Additional Proceeds	0.95
	2,907,988.28

Note: * Preliminary, subject to change.

SAVINGS

\$2,665,556*

SUCCESSOR AGENCY TO THE FIREBAUGH RDA

Taxable Refunding TAB, Series 2014

Refunded Bonds: Series 2005B

WESTERN ALLIANCE SPOT RATE 6.26%

Preliminary Numbers: As of April 14, 2014

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value to 05/29/2014 @ 6.2599094%
12/01/2014	343,175.00	84,358.92	258,816.08	254,033.12
12/01/2015	343,725.00	221,582.80	122,142.20	111,771.70
12/01/2016	343,575.00	343,574.40	0.60	337.60
12/01/2017	346,950.00	346,949.88	0.12	312.64
12/01/2018	349,200.00	349,199.16	0.84	287.90
12/01/2019	350,325.00	350,324.30	0.70	261.93
12/01/2020	350,325.00	350,324.08	0.92	235.82
12/01/2021	349,200.00	349,199.20	0.80	209.22
12/01/2022	350,800.00	350,799.28	0.72	171.87
12/01/2023	350,800.00	350,799.86	0.14	133.47
12/01/2024	354,200.00	354,199.20	0.80	95.21
12/01/2025	355,600.00	355,599.68	0.32	55.34
12/01/2026	135,000.00	134,999.08	0.92	15.25
	4,322,875.00	3,941,909.84	380,965.16	367,921.06

Savings Summary

PV of savings from cash flow	367,921.06
Less: Prior funds on hand	(242,432.28)
Plus: Refunding funds on hand	0.95
Net PV Savings	125,489.73

Note: * Preliminary, subject to change.

SUMMARY OF REFUNDING RESULTS

\$2,665,556*

SUCCESSOR AGENCY TO THE FIREBAUGH RDA

Taxable Refunding TAB, Series 2014

Refunded Bonds: Series 2005B

WESTERN ALLIANCE SPOT RATE 6.26%

Preliminary Numbers: As of April 14, 2014

Dated Date	05/29/2014
Delivery Date	05/29/2014
Arbitrage yield	6.259909%
Escrow yield	
Value of Negative Arbitrage	
Bond Par Amount	2,665,556.00
True Interest Cost	6.259909%
Net Interest Cost	6.260000%
Average Coupon	6.260000%
Average Life	7.649
Par amount of refunded bonds	2,695,000.00
Average coupon of refunded bonds	7.873738%
Average life of refunded bonds	7.186
PV of prior debt to 05/29/2014 @ 6.259909%	3,033,477.06
Net PV Savings	125,489.73
Percentage savings of refunded bonds	4.656391%
Percentage savings of refunding bonds	4.707826%

Note: * Preliminary, subject to change.

RESOLUTION NO. 14-13

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FIREBAUGH REDEVELOPMENT AGENCY APPROVING THE PRELIMINARY TERMS FROM WESTERN ALLIANCE BANCORP IN CONNECTION WITH THE REFUNDING OF CERTAIN OUTSTANDING OBLIGATIONS OF THE FIREBAUGH REDEVELOPMENT AGENCY AND AUTHORIZING CERTAIN ACTIONS WITH RESPECT THERETO

WHEREAS, the Firebaugh Redevelopment Agency (the “Original Agency”) was a redevelopment agency in the City of Firebaugh (“City”), duly created pursuant to the California Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code), as amended (the “Redevelopment Law”); and

WHEREAS, pursuant to the Redevelopment Law the City Council of the City adopted a resolution pursuant to Part 1.85 of AB 26, electing for the City to serve as the successor agency to the Original Agency upon the dissolution of the Original Agency (the “Successor Agency”); and

WHEREAS, the Successor Agency has determined at this time, due to prevailing interest rates in the municipal bond market and for other reasons, to refinance the outstanding Firebaugh Redevelopment Project Tax Allocation Bonds, 2005 Series A, issued in the aggregate principal amount of \$3,770,000 (the “Series A Bonds”), and Firebaugh Redevelopment Project Taxable Tax Allocation Bonds, 2005 Series B, issued in the aggregate principal amount of \$3,450,000 (the “Series B Bonds” and, collectively with the Series A Bonds, the “Bonds”); and

WHEREAS, both the oversight board for the Successor Agency (the “Oversight Board”) and the California Department of Finance (the “Department of Finance”) have approved the refunding of the Bonds; and

WHEREAS, Western Alliance Public Finance, a subsidiary of Western Alliance Bancorporation (“Western Alliance”) has provided preliminary terms to the Successor Agency in the form attached hereto as Exhibit A (the “Preliminary Terms”) offering to provide moneys to refund the Bonds;

NOW, THEREFORE, the Successor Agency to the Firebaugh Redevelopment Agency resolves as follows:

Section 1. Approval of Refunding Process. The Successor Agency hereby approves staff moving forward with the refinancing of the Bonds, subject to the Successor Agency’s and Oversight Board’s final approval of documents and terms.

Section 2. Approval of Preliminary Terms. The Preliminary Terms, in the form attached hereto as Exhibit A, are hereby approved.

Section 3. Authorization of Actions. The Successor Agency hereby authorizes the officers and officials of the Successor Agency and the City to proceed with the preparation of the necessary documents in connection therewith, subject to the final approval thereof by the Successor Agency at a subsequent meeting.

Section 4. Official Actions. Any and all officers of the Successor Agency and the City are hereby authorized and directed, for and in the name and on behalf of the Successor Agency, to do any and all things and take any and all actions which they, or any of them, may deem necessary or advisable in order to consummate the transactions as described herein in connection with the refunding of the 2005 Bonds.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED at a regular meeting of the Successor Agency to the Firebaugh Redevelopment Agency held on the 21st day of April, 2014, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSEST:

APPROVED:

ATTEST:

Chris DeFrancesco, Chairperson

Rita Lozano, Deputy City Clerk

I hereby certify that the above Resolution No. 14-13 was duly introduced, read and adopted by the Successor Agency to the Firebaugh Redevelopment Agency at a regular meeting held on April 21, 2014.

Secretary

EXHIBIT A
PRELIMINARY TERMS



VIA EMAIL

April 14, 2014

Mr. Todd Smith
Senior Vice President
Southwest Securities, Inc.
2533 South Coast Hwy 101, Suite 250
Cardiff by the Sea, CA 92007

Western Alliance Public Finance and its affiliate WAB Investments, Inc. ("Purchaser") are pleased to submit the following preliminary terms, subject to formal credit review and approval and review of all relevant documentation, for the direct purchase of the Taxable and Tax Exempt Special Tax Revenue Refunding Bonds ("2014 Bonds") of the Successor Agency to the Firebaugh Redevelopment Agency ("Borrower"). This term sheet does not constitute a firm commitment by the Purchaser to purchase the 2014 Bonds. The following terms are preliminary and subject to change based on negotiations between the Purchaser and Borrower.

Principal amount:	\$3,700,000 (tax-exempt), \$2,700,000 (taxable)
Final Maturity:	12/1/2035 (tax-exempt), 12/1/2026 (taxable)
Interest:	Semi-annual beginning December 1, 2014
Amortization:	Annual principal payments beginning December 1, 2014
Interest rate:	Tax-exempt 65% of the sum of the 20 Year LIBOR swap rate plus 3.60% (tax-exempt fixed rate). Based on market rates as of April 14, 2014, the rate would be 4.52%.

Taxable: Sum of the 10 Year LIBOR swap rate plus 3.50% (tax-exempt fixed rate). Based on market rates as of April 14, 2014, the rate would be 6.26%.

Prepayment Option:	Bonds maturing on or after 12/01/2024 are subject to optional redemption at a price of 100% of the principal amount redeemed plus accrued interest.
Reserve Fund:	None required
Security:	Tax increment revenues from the Borrower
Other fees due at closing:	Legal fees not to exceed \$15,000

Lender's Counsel: Kutak Rock
Funding: On or before May 29, 2014
Reporting requirements: Annual distribution to Purchaser of Borrower's ongoing financial disclosure as undertaken for the publicly offered bonds of the Borrower. Notification to Purchaser of any material impact to the Borrower's financial position.
Assignment: Purchaser retains right to assign its interest in the 2014 Bonds and will give Borrower appropriate written notice of such assignment

Please feel free to contact me with any questions or if you require additional information.

Submitted on behalf of Western Alliance Public Finance and WAB Investments, Inc.:

A handwritten signature in blue ink that reads "James B. Sult, Jr." with a stylized flourish at the end.

James B. Sult, Jr.
Senior Vice President – Municipal Investment Manager
Western Alliance Bancorporation
One East Washington Street, 14th Floor
Phoenix, AZ 85004
(602) 797-3634 (O)
jsult@westernalliancebancorp.com



STAFF REPORT

TO: City Council
 FROM: Kenneth McDonald, City Manager *KM*
 DATE: April 21, 2014
 SUBJECT: Consideration of a Resolution of the Successor Agency to the Redevelopment Agency of the City of Firebaugh Adopting Disposition Procedures related to land assets transferred to the Successor Agency of the former Redevelopment Agency

RECOMMENDATION:

Review and Adopt the Property Disposition Procedures of the Former Firebaugh Redevelopment Agency and transmit to the Oversight Board for consideration.

HISTORY:

On June 29, 2011, the Governor signed into law Assembly Bill ("AB") x1 26. The California Supreme Court upheld the constitutionality of ABx1 26 on December 29th, 2011. These actions effectively eliminated all redevelopment agencies in the State of California as of February 1, 2012. In connection with the implementation of the Dissolution Act, the City of Firebaugh ("City") serves as the successor agency ("Successor Agency") to the Former Redevelopment Agency. The Successor Agency, as part of the wind down of former redevelopment activities, is responsible for the ongoing maintenance, marketing, and disposition of assets, including real and personal property, of the Former Redevelopment Agency other than housing assets.

DISCUSSION:

Assembly Bill ("AB") 1484, enacted in June of 2012, required all successor agencies to former redevelopment agencies to prepare a Long Range Property Management Plan ("PMP"). The PMP governs the disposition and use of property held by former redevelopment agencies at the time of dissolution in 2012. The Successor Agency's PMP was adopted by Oversight Board Resolution No.13-10 on September 19, 2013 and by the California Department of Finance ("DOF") on February 10, 2014. As detailed in the PMP, the Successor Agency is disposing of seven (7) properties that will be sold and proceeds will be either used to fulfill enforceable obligations or will be remitted to the Fresno County Auditor-Controller for distribution to the taxing entities in accordance with the law. Section 34191.3 of the Health & Safety Code states that the PMP "shall govern, and supersede all other provisions relating to, the disposition and use of the real property assets of the former redevelopment agency."

PMP Properties to be Sold **Firebaugh Successor Agency**

Address	APN	Acres	Current Zoning
1264 P Street	008-075-11	0.50	Residential
1238 P Street	008-075-03	0.33	Residential
1415 14 th Street	008-132-07	0.21	Commercial
1185 N Street	008-074-10	0.23	Commercial
1284 N Street	008-080-42	0.44	Commercial
1320 N Street	008-140-35	0.45	Commercial
1458 11 th Street	008-074-01	0.12	Commercial

However, the Dissolution Act does not define or otherwise include procedures or policies as to how properties will be disposed. Successor Agency staff has determined that the interests common to the affected taxing agencies ("Taxing Agencies") that receive property taxes from the Firebaugh Redevelopment Project Area subject to the Firebaugh Redevelopment Plan previously adopted by the City Council ("Project Area"), and the interests of the community, will be best served by adopting these Disposition Procedures.

It should be noted that the City maintains all land use controls, including General Plan and zoning designations, as well design standards or similar tools, which will continue to be enforced following disposition of any property.

In preparation for the disposal of assets, as well as the many other activities the Successor Agency must undertake with Oversight Board approval, staff has created the Property Disposition Procedures ("Procedures") for Successor Agency review and approval. These Procedures would subsequently be transmitted to the Oversight Board for approval at its next meeting. The purpose of the Procedures is to create an orderly process for property disposal, one that both maximizes the value of the assets and upholds the intent of the General Plan and other City goals. In general terms, the Procedures require:

1. The Successor Agency and/or Oversight Board will issue a Request for Proposals for properties to be sold.
2. Interested parties may submit a proposal for development within 60 days. The Procedures outline several key components that must be contained in a proposal, including an explanation of the economic benefits associated with the proposed project. Land banking will not be considered a maximization of value.
3. The Successor Agency will evaluate proposals to determine the best candidates. Costs, including staff time, consultants, and other real estate professionals associated with the disposal process shall be considered enforceable obligations for inclusion on the ROPS.
4. With Oversight Board approval, the Successor Agency may enter into a negotiating agreement with a selected project proponent, followed by a sales contract if negotiations are successful.

The Procedures offer room for discretion and flexibility, while preserving the intent of the law as well as the goals of the former Redevelopment Agency. Staff believes this is a framework that facilitates the best possible outcome for all involved parties, by ensuring implementation of ABx1 26 will not result in a "fire sale" of assets, but the thoughtful disposition of properties in a manner that benefits the community.

FISCAL IMPACT:

There are no fiscal impacts associated with adopting the Property Disposition Procedures.

RESOLUTION NO. 14-14

A RESOLUTION OF THE SUCCESSOR AGENCY TO CITY OF FIREBAUGH REDEVELOPMENT AGENCY APPROVING PROPERTY DISPOSITION PROCEDURES FOR FORMER REDEVELOPMENT AGENCY REAL PROPERTY ASSETS

WHEREAS, the City of Firebaugh as Successor Agency of the former Firebaugh Redevelopment Agency ("Successor Agency") has met and reviewed the Property Disposition Procedures in the form attached hereto as Exhibit "A" ("Disposition Procedures ");

WHEREAS, the Successor Agency has determined that the Disposition Procedures will promote the orderly offering of non-housing properties formerly held by the Firebaugh Redevelopment Agency ("Properties") and will promote favorable outcomes in connection with the sale, development and value of such Properties; and

WHEREAS, the Successor Agency desires to have the Oversight Board approve the Disposition Procedures and arrange for the disposition of the Properties in the manner set forth in the Disposition Procedures.

NOW, THEREFORE, THE SUCCESSOR AGENCY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Successor Agency finds and determines that the foregoing recitals are true and correct.

Section 2. Approval of Disposition Procedures. The Successor Agency approves the Disposition Procedures, authorizes, and directs the Successor Agency to forward to the Oversight Board for approval and implementation.

Section 3. Public Record. The Successor Agency shall maintain on file as a public record this Resolution and the Disposition Procedures as approved hereby.

PASSED AND ADOPTED at a regular meeting of the Successor Agency to the Firebaugh Redevelopment Agency held on the 21st day of April, 2014, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSEST:

APPROVED:

ATTEST:

Chris DeFrancesco, Chairperson

Rita Lozano, Deputy City Clerk

I Rita Lozano, hereby certify that the above Resolution No. 14-14 was duly introduced, read and adopted by the Successor Agency to the Firebaugh Redevelopment Agency at a regular meeting held on April 21, 2014.

Secretary

EXHIBIT A

PROPERTY DISPOSITION PROCEDURES

PROPERTY DISPOSITION PROCEDURES

The Successor Agency of the Redevelopment Agency of the City of Firebaugh and the Oversight Board to the Successor Agency of the Redevelopment Agency of the City of Firebaugh

(100) PURPOSE AND INTENT

On February 1, 2012, pursuant to the Assembly Bill 1x 26 (Blumenfield), Division 24, Parts 1.8 and 1.85 of the California Health & Safety Code ("Dissolution Act"), the Redevelopment Agency of the City of Firebaugh ("Former Redevelopment Agency") was dissolved. In connection with the implementation of the Dissolution Act, the City of Firebaugh ("City") serves as the successor agency ("Successor Agency") to the Former Redevelopment Agency. The Successor Agency, as part of the wind-down of former redevelopment activities, is responsible for the ongoing maintenance, marketing, and disposition of assets, including real and personal property, of the Former Redevelopment Agency other than housing assets.

Assembly Bill ("AB") 1484, enacted in June of 2012, required all successor agencies to former redevelopment agencies to prepare a Long Range Property Management Plan ("PMP"). The PMP governs the disposition and use of property held by former redevelopment agencies at the time of dissolution in 2012. The Successor Agency's PMP was adopted by Oversight Board Resolution No.13-10 on September 19, 2013 and by the California Department of Finance ("DOF") on February 10, 2014. As detailed in the PMP, the Successor Agency is disposing of seven (7) properties that will be sold and proceeds will be either used to fulfill enforceable obligations or will be remitted to the Fresno County Auditor-Controller for distribution to the taxing entities in accordance with the law. Section 34191.3 of the Health & Safety Code states that the PMP "shall govern, and supersede all other provisions relating to, the disposition and use of the real property assets of the former redevelopment agency."

PMP Properties to be Sold Firebaugh Successor Agency

Address	APN	Acres	Current Zoning
1264 P Street	008-075-11	0.50	Residential
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1284 N Street	008-080-42	0.44	Commercial
1320 N Street	008-140-35	0.45	Commercial
1458 11 th Street	008-074-01	0.12	Commercial

However, the Dissolution Act does not define or otherwise include procedures or policies as to how properties will be disposed. Successor Agency staff has determined that the interests common to the affected taxing agencies ("Taxing Agencies") that receive property taxes from the Firebaugh Redevelopment Project Area subject to the Firebaugh Redevelopment Plan previously adopted by the City Council ("Project Area"), and the

interests of the community, will be best served by adopting these Disposition Procedures. Purposes and objectives of these Disposition Procedures include:

- i. Establishing a process that shall generally be applicable to the solicitation and submittal of offers and for the disposition of PMP properties that will promote orderly planning, marketing, and disposition;
- ii. Establishing a process will tend to promote efficiency and avoid duplicative efforts; and
- iii. Establishing a process will promote the establishment of standards of the Successor Agency and Oversight Board with respect to remarketing of, and solicitation and receiving offers relating to PMP properties.

Successor Agency staff intends that these Disposition Procedures will provide an orderly process for disposition, and provide interested parties an opportunity to:

- i. Review and identify their interests, if any, in acquiring all or a part of the Former Redevelopment Agency property(ies);
- ii. Submit development proposals, to receive good faith evaluation and consideration by the Successor Agency and Oversight Board of complete development proposals; and,
- iii. Acquire PMP properties if a development proposal is selected by the Successor Agency and Oversight Board.

(200) DISPOSITION PROCEDURES FOR PMP PROPERTIES

A primary objective of these Disposition Procedures is that the Successor Agency and Oversight Board obtain clear information on the capability of bidders to not only acquire, but to develop expeditiously, for development(s) that maximize(s) the value of the property(ies) and benefits affected taxing agencies. The Successor Agency acknowledges an express policy hereunder is that land banking (acquisition with no plan for development in the foreseeable future) generally will not result in expeditiously maximizing the value of PMP properties under the Dissolution Act. Therefore, interested parties who desired to acquire one or more PMP properties must follow the procedures that are set forth in these Disposition Procedures.

(201) Request for Proposals

- A. The Successor Agency will actively advertise all PMP properties that it wishes to sell. Examples include but are not limited to posting descriptions of the properties on the City's website, posting advertisements in real estate publications or online forums, or enlisting the services of real estate professionals. This is intended to generate interest in the properties and publicize their availability.
- B. Working cooperatively with the Oversight Board, the Successor Agency may prepare a Request for Proposals ("RFP") for specific properties and post it to the City's website, mailed via first class mail to developers or parties that

have requested such proposal in writing prior to the date of issuance, and other developers or parties at the Successor Agency's discretion. For marketing purposes and in an effort to achieve an orderly process and avoid concurrent exposure of a number of PMP properties that may confuse the marketplace or degrade marketability, the number of properties requested in the RFP is subject to the sound discretion of the Successor Agency. Each RFP shall include the following information:

- i. A description of the property(ies), consisting of a map, references to applicable land use policies and development standards, and a description of the intended redevelopment purpose of the property(ies);
- ii. Contact information for questions pertaining to the property(ies) and underlying land use policies and development standards;
- iii. The terms and conditions of sale or other disposition;
- iv. A description of the form and content of complete responses to the RFP, including but not limited to:
- v. Other information as determined by the Successor Agency.

(202) Submitting a Proposal

- A. Parties interested in acquiring an identified asset or assets may submit a development proposal at any time until the property is sold and the sale is approved by the Oversight Board and DOF.
- B. Proposals shall include the following:
 - i. The proposed total consideration for the property(ies) and information supporting the offer price;
 - ii. Any proposed alterations to the terms and conditions of sale, including the timeframe for closing;
 - iii. The proposed uses must conform to the requirements, intent, goals, and objectives of the City General Plan, zoning, other applicable development standards, and other applicable federal, state and local laws, codes and regulations
 - iv. A development program of sufficient detail to assure the Successor Agency and Oversight Board as to how and when the bidder intends to fulfill the intended use of the property(ies) pursuant to Section 201(B)(i) above and the time line for completion of the project.
 - v. An explanation or analysis of the economic benefits of the proposed project to the City, other affected taxing agencies and the community.

- C. Interested parties shall provide such additional information as may be reasonably requested by the City Staff or the Successor Agency.
- D. Efforts to remarket PMP properties shall be conducted through the Successor Agency, as provided in these Disposition Procedures. In the event one or more affected taxing agencies has a potential prospect to submit a proposal for one or more of the properties, any such proposal shall be subject to the submittal and other components of these Disposition Procedures.
- E. All costs associated with submitting a proposal shall be borne solely by the applicant submitting such document(s).
- F. Costs incurred by the Successor Agency in the implementation of these Disposition Procedures shall be treated as Asset Disposition Costs (not part of the administrative cost allowance) for purposes of the Recognized Obligation Payments Schedule ("ROPS") of the Successor Agency; the ROPS includes a line item for these costs and may be amended from time to time to incorporate exact costs associated with these activities. Includable as costs are such items as: staff time in the performance of such duties; costs and fees of consultants, attorneys, appraisers, title insurers and escrow; costs and fees in connection with the Disposition of property(ies), such as unpaid and outstanding tax liens or judgments. Costs so incurred by the Successor Agency may be paid from either the Redevelopment Property Tax Trust Fund (Section 34170.5(b) of the Dissolution Act) or the first proceeds from the remarketing of property(ies) as an above-the-line item before proceeds are spread among affected taxing agencies.
- G. The Successor Agency, through its staff, consultant(s) and counsel(s), will review proposals upon receipt thereof, and shall notify applicants whether the development proposals submitted comply with the requirements of these Disposition Procedures and have been determined to be complete or incomplete. In the event the Successor Agency staff notifies an applicant submitting a proposal that the proposal is incomplete or that additional information is required, such applicant may be allowed fifteen (15) days from such notification to complete and resubmit its proposal, or such greater period as the Successor Agency may determine in its reasonable discretion as may be appropriate for the gathering of necessary information. The failure to provide such additional information and resubmit the revised proposal in a timely manner shall automatically disqualify such proposal from any further consideration and shall be deemed a rejection by the Successor Agency of such proposal. Notwithstanding the foregoing, initial proposal submissions that do not include or address all of the required items may, in the discretion of the Successor Agency staff, be rejected without an opportunity for resubmission.

(203) Successor Agency and Oversight Board Evaluation of Proposals

- A. The Successor Agency shall consider in good faith all proposals timely submitted by interested parties, and determined by Successor Agency staff to be complete. Proposals shall be evaluated by the Successor Agency with consideration of factors determined by the Successor Agency to maximize

the value of the asset in question as well as furthering the objectives of the City's General Plan.

- B. The Successor Agency will submit all complete proposals to the Oversight Board for review. The Successor Agency will provide the Oversight Board with proposal recommendations.
- C. The Oversight Board shall evaluate all proposals with consideration of factors which may include, but are not limited to, some or all of the following (the following factors are not listed in any particular order of ranking):
 - i. The economic benefits to the City, the taxing entities, and the community, if the proposal were to be approved and the proposed project is implemented;
 - ii. Conformity of the proposal, including proposed uses, with the requirements, intent, goals, and objectives of the City's General Plan, any specific plans, applicable redevelopment criteria specified by the Successor Agency in the RFP as provided in Section 201, zoning, other development standards, and other applicable federal, state and local laws, codes and regulations;
 - ii. Quality of design and project concept;
 - iii. The employment opportunities and economic benefits to the City that can be reasonably expected to result from the implementation of the proposal;
 - iv. The qualifications, experience and references of the applicant or its developer entity team proposed to develop the project described in the proposal, including financial capacity to undertake the project, specific prior experience with similar development, quality of prior development projects, degree of site control, ability to obtain financing both construction and permanent, ability to abide by City design and development standards and controls, and readiness to proceed;
 - v. The estimated cost, if any, of City financial involvement, including the provision of City public services, subsidies, or public improvements required if the proposal is accepted, and the availability of sufficient City funds to pay such costs;
 - vi. The probability of successful implementation of the proposal;
 - vii. The probability of realization of a substantial portion of the economic benefits attributable to a proposed project;
 - viii. The time schedule for completion of the proposed project;

- viii. The environmental benefits or impacts of the proposed development, and evaluation of the cost and method of mitigation of such impacts, if any;
 - x. Likelihood of closing the sale of the subject property(ies), including without limitation the scope of environmental review required, the cost to process such environmental review, the willingness (or not) of the proponent to pay for processing, and whether there are any further contingencies to closing contained in the proposal;
 - xi. The impact of the proposal on existing buildings and improvements; and
 - xii. The merits of the proposal relative to the merits of other proposals for the same proposed development property(ies) or for other sites within the City.
- D. The Oversight Board may choose to accept or reject the Successor Agency's recommendations.
- i. If the Oversight Board rejects the Successor Agency's recommendation, the proposals will be submitted to the Successor Agency again for reconsideration.
 - ii. If the Oversight Board accepts the Successor Agency's recommendation, the Oversight Board can take formal action to approve the proposal. Successor Agency staff will forward the Oversight Board action to the DOF for final approval.
- E. Upon approval from the DOF, Successor Agency staff is authorized to negotiate with the interested party. In the interest of time, the Successor Agency may submit various proposals and a Purchase and Sale Agreement with the recommended buyer to the Oversight Board for simultaneous consideration.

(204) Negotiating Agreements

Successor Agency staff shall use good faith efforts to 1) negotiate with a project proponent, 2) negotiate exclusively with a particular proponent at the discretion of the Successor Agency and Oversight Board, and 3) develop a sales contract with a selected applicant whose proposal has been selected or conditionally selected by the Successor Agency and Oversight Board. The purpose of any such Negotiating Agreement is to establish a time period during which the chosen applicant shall have the right to negotiate the terms and conditions of a sales contract.

(205) Final Oversight Board Approval

Once Successor Agency staff prepares a Purchase and Sale Agreement, the Successor Agency will seek final approval from the Oversight Board to confirm compliance with the PMP and that the sale of the property is in the best interest

of the taxing entities. Approval of a Purchase and Sale Agreement requires at least 10 days' notice to the public pursuant to Section 34181(f).

(300) PROCEDURE FOR AMENDING DISPOSITION PROCEDURES

The Oversight Board or Successor Agency may amend these Disposition Procedures at a regular or special meeting upon the giving of at least thirty (30) days prior notice to all of the members of the Oversight Board or Successor Agency. Both bodies must agree to concurrently amend these Disposition Procedures.

DRAFT



STAFF REPORT

TO: City Council

FROM: Kenneth McDonald, City Manager *KM*

DATE: April 21, 2014

SUBJECT: Consider a Loan Agreement and accompanying resolution approving a loan between the City of Firebaugh and the Successor Agency to the Firebaugh Redevelopment Agency to pay for fiscal consultant services associated with the 2005 Tax Allocation Bond Refunding

RECOMMENDATION:

Staff recommends that the Successor Agency:

1. Adopt a Resolution of the Successor Agency to the Firebaugh Redevelopment Agency Approving a Loan Agreement between the City of Firebaugh and the Successor Agency to the Firebaugh Redevelopment Agency.

HISTORY:

On June 29, 2011, the Governor signed into law Assembly Bill ("AB") x1 26. The California Supreme Court upheld the constitutionality of ABx1 26 on December 29th, 2011. These actions effectively eliminated all redevelopment agencies in the State of California as of February 1, 2012. The City of Firebaugh elected to become the Successor Agency for the Firebaugh Redevelopment Agency. The Successor Agency is responsible for winding down the affairs of the redevelopment agency, with oversight from its Oversight Board.

Health & Safety Code ("H&SC") Section 34177.5 allow the Successor Agency to refund existing debt obligation if the Successor Agency can demonstrate that the refunding would result in significant savings to the Successor Agency and taxing entities. Furthermore, H&SC Section 34177.5(b) allows the Successor Agency to recover its costs related to the refunding. On January 16, 2014, the Oversight Board approved the Successor Agency's interest in refunding their 2005 Tax Allocation Bonds Series A and B ("2005 Bonds") and determined that there are significant potential savings available to the Successor Agency and taxing entities. Then on March 13, 2014, the Department of Finance ("DOF") approved the Successor Agency's preliminary submission regarding the refunding of the 2005 Bonds, allowing the Successor Agency to move forward with the 2005 Bonds refunding.

DISCUSSION:

The Successor Agency entered into a contract with Rosenow Spevacek Group, Inc. ("RSG") on March 20, 2014 to provide fiscal consultant services in connection with refunding the 2005 Bonds. RSG prepared a Fiscal Consultant Report detailing anticipated and projected tax revenue generated in the Firebaugh Redevelopment Project Area to fund debt service payments for the 2005 Bonds. Fiscal consultant services for refunding the 2005 Bonds \$25,000.

The Successor Agency hopes to recoup the costs for these services in Redevelopment Property Tax Trust Fund money through the Recognized Obligation Payment Schedule ("ROPS") process. However, due to the timing of the ROPS cycles and when approval for the 2005 Bond refunding was received, the Successor Agency will not be able to place the fiscal consultant services costs on a ROPS until ROPS 14-15B, covering the period January 1, 2015 through June 31, 2015.

Refunding of the 2005 Bonds is a time sensitive process. If the Successor Agency waits until ROPS 14-15B, a year from now, to receive RPTTF funding for the fiscal consultant services before moving forward, the refunding may no longer be feasible. Interest rates can change, the bond buying market can change, and process of dissolving redevelopment agencies has already been extremely unpredictable and fluctuating. As such, the Successor Agency decided to proceed with the 2005 Bonds refunding and is seeking to enter into a loan agreement with the City of Firebaugh in the amount of \$25,000 to cover the costs of RSG's fiscal consultant services. Furthermore, pursuant to revenue and securities legal requirements fiscal consultant fees are not contingent upon the sale of the bonds. The Successor Agency will place the outstanding loan amount on ROPS 14-15B.

FISCAL IMPACT:

The City will loan the Successor Agency \$25,000 from general fund revenue to cover the Successor Agency's contract with RSG to provide fiscal consultant services related to refunding the 2005 Bonds. By formalizing this loan the Successor Agency can place the loan repayment on forthcoming ROPS and the City can be repaid with RPTTF money as it becomes available.

RESOLUTION NO. 14-15

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FIREBAUGH REDEVELOPMENT AGENCY APPROVING A LOAN AGREEMENT BETWEEN THE CITY OF FIREBAUGH AND THE SUCCESSOR AGENCY TO THE FIREBAUGH REDEVELOPMENT AGENCY

WHEREAS, the City of Firebaugh has elected to serve as the Successor Agency to the former Firebaugh Redevelopment Agency ("Successor Agency") pursuant to Assembly Bill x1 26 ("AB x1 26" or the "Dissolution Act") as codified in the California Health & Safety Code ("H&SC"); and

WHEREAS, pursuant to Health and Safety Code ("H&SC") Section 34177.5, the Successor Agency may refund former Redevelopment Agency bonds to provide savings to the Successor Agency; and

WHEREAS, pursuant to H&SC Section 34177.5(f), the Successor Agency is able to recover its costs related to refunding the former Redevelopment Agency bonds; and

WHEREAS, on January 16, 2014, the Oversight Board approved the Successor Agency's interest in refunding the 2005 Tax Allocation Bonds Series A and B ("2005 Bonds") and determined that there are significant potential savings available to the Successor Agency and taxing entities; and

WHEREAS, on March 13, 2014, Department of Finance ("DOF") approved the Successor Agency's preliminary submission regarding the refunding of the 2005 Bonds; and

WHEREAS, on March 20, 2014, the Successor Agency entered into a contract with Rosenow Spevacek Group, Inc. ("RSG") (included as Attachment 1), to provide fiscal consultant services in connection with refunding the 2005 Bonds, in an amount equal to \$25,000; and

WHEREAS, H&SC Section 34173(h) provides that the City may loan funds to the Successor Agency for administrative costs, enforceable obligations, or project-related expenses at the City's discretion, and that the loan must be reflected on the Successor Agency's Recognized Obligation Payment Schedule ("ROPS"), which is subject to the approval of the Oversight Board; and

WHEREAS, the Successor Agency desires to enter into a loan agreement with the City in an amount equal to \$25,000 to cover the costs associated with fiscal consultant services provided by RSG; and

WHEREAS the Successor Agency will place the outstanding loan amount on ROPS 14-15B covering the period January 1, 2015 to June 31, 2015; and

WHEREAS, the City and Agency desire to enter into a loan agreement in order to fully recoup City funds expended to cover the costs of fiscal consultant services provided by RSG.

NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE FIREBAUGH REDEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2. Approval of Loan Agreement. The Successor Agency hereby approves the Loan Agreement between the City of Firebaugh and the Successor Agency to the Firebaugh Redevelopment Agency, attached to this Resolution as Exhibit A.

Section 3. Execution of Loan Agreement. The City Manager is hereby authorized and directed to take such other and further action consistent with this resolution and sign any documents, as necessary, in order to implement this Resolution on behalf of the City.

PASSED AND ADOPTED at a regular meeting of the Successor Agency to the Firebaugh Redevelopment Agency held on the 21st day of April, 2014, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSEST:

APPROVED:

ATTEST:

Chris DeFrancesco, Chairperson

Rita Lozano, Deputy City Clerk

I hereby certify that the above Resolution No. 14-15 was duly introduced, read and adopted by the Successor Agency to the Firebaugh Redevelopment Agency at a regular meeting held on April 21, 2014.

Secretary

EXHIBIT A

LOAN AGREEMENT BETWEEN THE CITY OF FIREBAUGH AND THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF FIREBAUGH

This loan agreement ("Agreement") is entered into effective as of April 21, 2014 and is made by and between the City of Firebaugh, a municipal corporation ("City") and the Successor Agency to the Redevelopment Agency of the City of Firebaugh, a public body corporate and politic ("Agency").

RECITALS

- A. The City is a municipal corporation organized and operating under the laws of the State of California.
- B. The Agency is a public entity corporate and politic, organized and operating under Part 1.85 of Division 24 of the California Health and Safety Code ("H&SC").
- C. Health and Safety Code ("H&SC") Section 34177.5 permits the Agency to refund former Redevelopment Agency bonds to provide savings to the Successor.
- D. H&SC Section 34177.5(f) allows the Successor Agency to recover its costs related to refunding the former Redevelopment Agency bonds.
- E. On January 16, 2014, the Oversight Board approved the Successor Agency's interest in refunding the 2005 Tax Allocation Bonds Series A and B ("2005 Bonds") and determined that there are significant potential savings available to the Successor Agency and taxing entities.
- F. On March 13, 2014, Department of Finance ("DOF") approved the Successor Agency's preliminary submission regarding the refunding of the 2005 Bonds.
- G. On March 20, 2014, the Successor Agency entered into a contract with Rosenow Spevacek Group, Inc ("RSG"), to provide fiscal consultant services in connection with refunding the 2005 Bonds, in an amount equal to \$25,000.
- H. H&SC Section 34173(h) provides that the City may loan funds to the Successor Agency for administrative costs, enforceable obligations, or project-related expenses at the City's discretion, and that the loan must be reflected on the Successor Agency's Recognized Obligation Payment Schedule ("ROPS"), which is subject to the approval of the Oversight Board.
- I. The Successor Agency desires to enter into a loan agreement with the City in an amount equal to \$25,000 to cover the costs associated with fiscal consultant services provided by RSG.
- J. The Successor Agency will place the outstanding loan amount on ROPS 14-15B covering the period January 1, 2015 to June 31, 2015.

AGREEMENT

For and in consideration of the mutual covenants and agreements hereinafter set forth, the City and Agency agree as follows:

Section 1. *Recitals.* The City and Agency represent and warrant to each other that each of the respective recitals is true and correct and is hereby incorporated into this Agreement by reference as if fully set forth.

Section 2. *Loan.* The City will use City general funds to provide the Agency with the Loan in an amount equal to \$25,000

Section 3. *Use of Loan.* The Agency will utilize the Loan to cover the costs associated with fiscal consultant services provided by RSG in connection with refunding the 2005 Bonds.

Section 4. *Source of Repayment; Limited Subordination.*

(A) Except as provided in paragraph (B), the Loan shall be repaid on par with any enforceable obligations falling within H&SC Section 34183(a)(2)(C) (debts not qualifying as tax allocation bonds and certain revenue bonds).

(B) The City hereby agrees to defer payment on the Loan during a six month period covered by a ROPS to the extent that repayment in that period would leave insufficient funds to the Successor Agency to satisfy other contractual obligations covered by H&SC Section 34183(a)(2)(C) which: (1) are due in that six-month period; and (2) were in existence as of the date of this Agreement.

(C) Unless legally prohibited or waived by the City, any portion of the unpaid Loan shall also be repaid from other revenues available to the Successor Agency, such as the proceeds of asset sales and rents. These payments shall augment and supplement the required payments described in paragraph (A).

Section 5. *Placement of Loan Obligation on the Agency's ROPS 14-15B.* The Agency will place the loan on ROPS 14-15B as an enforceable obligation in an amount equal to the Loan Amount. The Agreement shall be included on each successive ROPS for the Agency until the City is repaid the full Loan Amount.

Section 6. *Term.* This Agreement shall be in full force and effect from the date hereof until such time as the entire amount of the Loan has been repaid in full.

Section 7. *Entire Agreement.* This Agreement constitutes the entire agreement by and between the parties with respect to the subject matter of this Agreement, and may be amended only in writing.

Section 8. *Remedies.* In the event of a default, the parties hereto shall be entitled to pursue any and all remedies available under California law for purposes of enforcing the terms and conditions of this Agreement.

SIGNATURE PAGE FOLLOWS

APPROVED AND EXECUTED by signature of the authorized representatives of each of the parties on _____, 2014.

CITY:

**CITY OF FIREBAUGH,
A municipal corporation**

By: _____
Kenneth McDonald, City Manager

ATTEST:

By: _____
Rita Lozano, Deputy City Clerk

AGENCY:

**SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY
OF THE CITY OF FIREBAUGH,
a public body, corporate and politic**

By: _____
Kenneth McDonald, City Manager

ATTEST:

By: _____
Rita Lozano, Deputy City Clerk

APPROVED AS TO FORM:

By: _____
Dale Bacigalupi, City Attorney

ATTACHMENT 1

CONTRACT WITH ROSENOW-SPEVACEK GROUP, INC.



BETTER COMMUNITIES. BOLDER FUTURES.

**ROSENOW SPEVACEK GROUP INC.
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March 20, 2014

Via Electronic Mail

Kenneth McDonald, Interim City Manager
CITY OF FIREBAUGH
1133 P Street
Firebaugh, CA 93622

PROPOSAL TO PROVIDE FISCAL CONSULTANT SERVICES

Dear Mr. McDonald:

Rosenow Spevacek Group, Inc. ("RSG") is pleased to present this Proposal to provide fiscal consultant services to the City of Firebaugh and the Successor Agency ("Successor Agency") to the Firebaugh Redevelopment Agency. It is our understanding that the Successor Agency desires the preparation of a fiscal consultant report ("Report") to enable the refunding of the former Redevelopment Agency's 2005 Tax Allocation Bonds Series A and B. The Report will detail anticipated and projected tax increment revenues generated by the Merged Firebaugh Redevelopment Project Area ("Project Area").

The Firm

For over 30 years, RSG has specialized in fiscal consulting services for cities, special districts and successor/redevelopment agencies throughout California. Specifically, RSG's financial services division specializes in projecting revenues and expenditures for many of our clients. Our clients' needs are diverse—from municipal sales, property tax projections, and cost/revenue models to taxing agency pass-through calculations to redevelopment project area revenue projections. What they have in common is the need for a consultant that understands public policy, forecasts that are thorough and reliable, and work completed in a timely and efficient manner.

RSG staff is comfortable working with key players on any financing team—city staff, underwriters, bond counsel, bond insurers, rating agencies, other financial consultants or credit institutions.

Prior Firm Experience:

To date, RSG has served as fiscal consultant for over 150 financings, involving the issuance of approximately \$3 billion in bonds. Additionally, RSG prepared the Fiscal Consultant Report for Firebaugh's 2005 Tax Allocation financing. Since dissolution, RSG has provided fiscal consultant services to a number of Successor Agencies who are pursuing the refinancing of their existing bonded debt, including the Successor Agency to the Firebaugh Redevelopment Agency. Our extensive experience covers a spectrum of financing sizes and structures including the following:

**FISCAL HEALTH
ECONOMIC DEVELOPMENT
REAL ESTATE, HOUSING
AND HEALTHY COMMUNITIES**

- Financings ranging from \$1 million to over \$150 million
- Initial offerings and refundings/refinancings
- Issues including escrow components
- Short-term notes and long-term take-out financings
- Tax increment pledges

Agency	Issue/ Date	Par Amount
Redevelopment Agency of the Town of Apple Valley	2007 Tax Allocation Bonds Project Area No. 2	\$37,230,000
Redevelopment Agency of the Town of Apple Valley	2007 Tax Allocation Bonds VVEDA Project Area	\$8,985,000
Atwater Redevelopment Agency	2007 Tax Allocation Bonds, Series A	\$8,475,000
Atwater Redevelopment Agency	2007 Tax Allocation Bonds, Series B	\$2,325,000
Redevelopment Agency of the City of Corona	2007 Tax Allocation Bonds Merged Downtown & Amended Project Area "A"	\$29,550,000
El Cajon Redevelopment Agency	2007 Tax Allocation Bonds	\$15,750,000
El Monte Redevelopment Agency	2007 Tax Allocation Bonds	\$26,305,000
El Monte Redevelopment Agency	2007 Subordinate Tax Allocation Bonds	\$3,205,000
El Monte Public Financing Authority	2010 Series A & B Lease Revenue Bonds, Recovery Zone and Build America	\$19,255,000
Firebaugh Redevelopment Agency	2005 Tax Allocation Bonds	\$7,220,000
Grand Terrace Redevelopment Agency	2011 Tax Allocation Bonds, Series A & B	\$20,825,000
Hollister Community Development Agency	2009 Tax Allocation Bonds	\$8,000,000
Huron Redevelopment Agency	2007 Tax Allocation Refunding Bonds	\$2,445,000
Inland Valley Development Agency	2009 Tax Allocation Bonds	\$27,685,000
Inland Valley Development Agency	2011 Tax Allocation Bonds, Series A-C	\$162,000,000
La Quinta Redevelopment Agency	2011 Tax Allocation Bonds	\$6,000,000
La Quinta Public Financing Authority	2011 Series A Revenue Bonds	\$28,850,000
Loma Linda Redevelopment Agency	2008 Taxable Housing Tax Allocation Bonds	\$8,900,000

Agency	Issue/ Date	Par Amount
Community Development Commission of Maywood	2007 Tax Allocation Bonds	\$21,650,000
Redevelopment Agency of the City of Mesquite (NV)	2009 Tax Increment Revenue Bonds	\$13,915,000
Palm Desert Redevelopment Agency	2007 Tax Allocation Housing Bonds All Project Areas	\$50,000,00
Porterville Redevelopment Agency	2009 Tax Allocation Bonds, Series A	\$4,565,000
Porterville Redevelopment Agency	2009 Tax Allocation Bonds, Series B	\$2,110,000
Ridgecrest Redevelopment Agency	2010 Tax Allocation Refunding Bonds	\$34,380,000
Rohnert Park Community Development Commission	2007 Tax Allocation Bonds	\$34,680,000
Rohnert Park Community Development Commission	2007 Housing Tax Allocation Bonds	\$26,760,000
San Bernardino Economics Development Agency	2010 Series B Tax Allocation Bonds, Northwest Project Area	\$3,220,000
San Marcos School Financing Authority	2010 Series A Lease Revenue Bonds	\$51,448,000
San Marcos Redevelopment Agency	2010 Housing Tax Allocation Bonds	\$52,805,000
Sparks (NV) Redevelopment Agency	2008 Tax Increment Revenue Bonds	\$12,700,000
Sparks (NV) Redevelopment Agency	Redevelopment Area No. 2 2009 Sub. Lien Tax Increment Revenue Bonds	\$7,230,000
Sparks (NV) Redevelopment Agency	Redevelopment Area No. 2 2010 Tax Increment Revenue Refunding Bonds	\$22,165,000
Twentynine Palms Redevelopment Agency	Town Center Redevelopment Area 2011 Series A & B Tax Allocation Bonds	\$11,575,000
Victor Valley Economic Development Authority	2007 Taxable Housing Revenue Parity Bonds	\$41,460,000
Victor Valley Economic Development Authority	2007 Subordinate Tax Allocation Revenue Bonds	\$42,000,000
Westminster Redevelopment Agency	2008 Tax Allocation Refunding Bonds	\$30,140,000
Westminster Redevelopment Agency	2009 Subordinate Tax Allocation Bonds	\$73,055,000
Westminster Redevelopment Agency	2011 Tax Allocation Bonds, Series A-T	\$40,265,000
Total Par Amount Issued (Since 2007)		\$999,128,000
Total Par Amount Issued (Since 2002)		\$2,284,353,828

The Report will be based upon the fiscal year 2013-14 property assessment roll as provided by the County of Fresno Assessor's Office. The following work and analysis will be conducted in preparation of the Fiscal Consultant's Report for the proposed financing:

1. Fresno County Auditor Controller's FY 2013-14 tax rate area ("TRA") reports of assessment and tax rate levies for the Project Area will be collected and tabulated.
2. Five year historical assessed valuation and tax increment receipts data for the Project Area will be collected, tabulated, and presented in table form. Review and verification of prior Fresno County Auditor RPTTF Distribution reports will be obtained to confirm the County's method of calculating pass through payments to taxing agencies and to confirm receipts of tax increment for the Project Area.
3. Property sales, which took place after January 1, 2013, will be researched and increased/decreased assessed value from such sales activity will be documented and projected as increases/decreases in assessment value for the appropriate roll year.
4. The effect of any Redevelopment Plan limitation or pass-through agreements on tax increment revenue will be ascertained and calculated. A summary of any such agreements will be included in the Reports.
5. The 2013-14 top ten secured and unsecured taxpayers in the Project Area will be documented for underwriting purposes.
6. The 2013-14 land use breakdown by secured and unsecured value will be tabulated and provided for inclusion in the Reports.
7. Up-to-date assessment appeals information will be researched through the Fresno County Clerk of the Board. Assessment appeals for top ten tax secured payers will also be researched and analyzed.
8. Based upon the information collected and noted above, tax increment revenue projections for the Project Area will be constructed. Projections will calculate gross revenue, and amounts to be allocated to certain taxing agencies pursuant to any pass through agreements.
9. Research and document delinquency rates utilizing information available from the Fresno County Auditor-Controller.
10. Draft and final Fiscal Consultant report will be prepared containing pertinent information from the research enumerated above for inclusion in the proposed refunding bond's Preliminary and Final Official Statement.

SCHEDULE

We understand that time is of the essence, once given the authorization to proceed; we believe that we can provide the requested draft Reports within three (3) weeks, provided that data provided by external sources (i.e., County departments) within a reasonable and timely manner. RSG staff will make every effort to follow up on requested deadlines from outside data sources.

PROJECT TEAM

Felise Acosta, Principal-in-Charge will oversee this engagement. Ms. Acosta is a shareholder in the firm, and has over 30 years experience in the field. Tara Matthews, Senior Associate, will serve as Project Manager for this engagement. Other key consulting staff for this engagement includes Jane Carlson, Senior Analyst, who will be involved with various research, data collection, and analysis duties. Other RSG staff will be assigned as needed.

FEE QUOTE

RSG proposes to conduct the work for a fixed fee of \$25,000 assuming the Report will be based upon the 2013-14 property assessment roll. The fixed fee is inclusive of all normal incidental expenses associated with preparation of the Reports. Such expenses include copying, mailing costs; fax charges, federal express, and normal travel within Southern California, etc. The fixed fee does not include any extraordinary expenses related to travel outside of Southern California to meet with insurers, rating agencies, or the State Department of Finance. Such expenses would be incurred only after receipt of authorization by the City/ Agency and would be billed as a direct reimbursable.

RSG will hold their billing until the final Report is delivered. Upon delivery of the final Report, RSG will bill the City/Agency 50% of the fixed fee and the amount will be due and payable immediately. The remaining 50% fee amount will be held until the time of bond closing. However, the fee for the Fiscal Report may not be contingent upon the sale of bonds. If the sale is abandoned, RSG will not require payment of the whole fixed fee but will request payment of charges accrued up to the date sale was abandoned. The fixed fee for these services may be placed on the Successor Agency's Recognized Obligation Payment Schedule 2014-15B as a direct expense, contingent upon DOF approval. In the interim, the City and Successor Agency can enter into a loan agreement to cover the cost of this engagement.

If the sale of the bonds extends beyond the date that the 2013-14 assessment roll is still valid, and the Report must be augmented to include information relative to the 2014-15 assessment roll, cost associated with the update of the Report will be outside and above the \$25,000 fixed fee amount. Work related to the update or augmentation will be billed on a time and materials basis utilizing our 2014 hourly rate structure.

RSG's 2014 hourly rate structure for consultant services is as follows:

Principal / Director	\$ 210
Senior Associate	\$ 165
Associate	\$ 150
Senior Analyst	\$ 125
Analyst	\$ 115
Research Assistant	\$ 100
Technician	\$ 75
Clerical	\$ 60

Reimbursable Expenses	Cost plus 10%
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Kenneth McDonald, City Manager
CITY OF FIREBAUGH
March 20, 2014
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We appreciate the opportunity to submit our proposal to the City of Firebaugh and Successor Agency to the Firebaugh Redevelopment Agency. We look forward working with the Financing Team and to continuing our working relationship with the City. Please sign and return a copy of this proposal acknowledging acceptance (see below) at your earliest convenience.

Sincerely,
ROSENOW SPEVACEK GROUP, INC.



Felise Acosta
Principal



Tara Matthews
Senior Associate

ACKNOWLEDGEMENT & ACCEPTANCE

By: _____

Date: 3/20/2014

Staff Report City of Firebaugh Public works Department

To: Mayor Chris DeFrancesco and City Council Member
From: Ben Gallegos, Public Works Director
Date: April 21, 2014 Council Meeting

Water/Waste Water

The operation department has been working on the following:

1. Day to day operations of water/sewer plants.
2. Conducting preventative maintenance in the collections system.
3. Responding to water/sewer issues.
4. Repairing sewer laterals, videoing sewer laterals and repairing service leaks.
5. Administering cross connection Program and completing state reports.
6. Started flushing hydrants.

Streets

The Street Department has been working on the following:

1. They continue performing street pothole repairs.
2. Sprayed Roundup on our City alley and Highway 33.
3. Repairing water leaks.

Parks

The Crew has been working on the following:


1. They continue to respond to dog call; eleven dogs were taken to Country Veterinary and two dogs got adopted.
2. They continue to remove dead plants in the City Parks.
3. They have been working on repairing irrigation leaks thought out the City landscape and parks areas.
4. Maldonado lights project started on 4/7/14.

City Projects:

1. Safe Routes to School cycle 3 is completed.
2. Bee Hive Drive and Helm canal Road water line improvements were put out to bid.
3. Sanitary sewer manhole replacement and main sewer lift station recoating was also put out to bid.



STAFF REPORT

TO: Mayor Chris DeFrancesco and Council Members
FROM: Pio Martin, Finance Director 
DATE: April 14, 2014
SUBJECT: Financial Report – July 2013 – March 2014

This report represents the City's General Fund (also known as Fund 004) revenues from July 2013 – March 2014. The chart below has three (3) columns the first one is the description of the revenue. The second column is the budgeted amount for the entire fiscal year. Column three (3) represents the current year revenue receipts for July 2013 – March 2014. The City's revenue is well over the budgeted amount mostly because the City's Building permits and Utility User Tax are well above budget. The increase in the Building Permit department is because of Toma Tek's expansion of their warehouse. The Utility User Tax revenue is also over budget because the election last July removed the cap of \$500 per utility user. The General Fund should be able to start paying back both the Water and Sewer Enterprise Funds, which loaned the General Fund to cover deficits caused from remodeling of City Hall and reimbursement of overpaid utility user taxes.

Description	Budgeted FY 2014	July 13 - Mar. 2014
Property Taxes	207,444.00	156,526.95
License	30,144.00	26,738.00
Building Permits	41,816.00	205,979.02
Fines & Fees	125,398.00	74,166.27
Motor Veh. & Sales Tax	1,057,497.00	877,862.31
Utility User Tax & Motel Tax	246,372.00	512,687.45
Police Services	152,124.00	145,010.39
Miscellaneous	21,638.00	16,705.44
Revenue Totals	1,882,433.00	2,015,675.83

The chart below represents the City's general fund expenses for July 2013 – March 2014. The City is currently over budget on expenses. The overage in the general fund expense is from under budgeting in salaries expenses. This will be examined and addressed in the next year's budget.

Description	Budgeted FY 2014	July 13 – Mar. 2014
Parks	64,126.00	42,637.29
Senior Citizens	22,265.00	24,574.17
Elected Officials	18,748.00	7,804.64
Administration	144,826.00	126,249.87
Police	1,185,974.00	1,292,077.39
Fire	106,966.00	60,303.80
CODE ENFORCEMNT	821.00	310.00
Bldg. & Inspect	42,922.00	54,784.53
Public Works	67,633.00	57,720.88
Plan & Zoning	38,073.00	34,482.34
Expense Totals	1,692,354.00	1,700,944.91

Overall, with the additional revenue from the Toma Tek building permits and Utility User Taxes the General Fund is moving positively towards eliminating the current deficit. That said we still need to be careful with our expenses and budgeting conservatively.

Description	Budgeted FY 2014	July 13 - Mar. 2014
General Fund Revenue	1,882,433.00	2,015,675.83
General Fund Expense	1,692,354.00	1,700,944.91
Revenue less Expense	190,079.00	314,730.92