

**CITY OF SANTA BARBARA
CITY COUNCIL**

Helene Schneider
Mayor
Frank Hotchkiss
Mayor Pro Tempore
Grant House
Ordinance Committee Chair
Dale Francisco
Finance Committee Chair
Cathy Murillo
Randy Rowse
Bendy White



James L. Armstrong
City Administrator

Stephen P. Wiley
City Attorney

City Hall
735 Anacapa Street
<http://www.SantaBarbaraCA.gov>

**MARCH 13, 2012
AGENDA**

ORDER OF BUSINESS: Regular meetings of the Finance Committee and the Ordinance Committee begin at 12:30 p.m. The regular City Council meeting begins at 2:00 p.m. in the Council Chamber at City Hall.

REPORTS: Copies of the reports relating to agenda items are available for review in the City Clerk's Office, at the Central Library, and <http://www.SantaBarbaraCA.gov>. In accordance with state law requirements, this agenda generally contains only a brief general description of each item of business to be transacted or discussed at the meeting. Should you wish more detailed information regarding any particular agenda item, you are encouraged to obtain a copy of the Council Agenda Report (a "CAR") for that item from either the Clerk's Office, the Reference Desk at the City's Main Library, or online at the City's website (<http://www.SantaBarbaraCA.gov>). Materials related to an item on this agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office located at City Hall, 735 Anacapa Street, Santa Barbara, CA 93101, during normal business hours.

PUBLIC COMMENT: At the beginning of the 2:00 p.m. session of each regular City Council meeting, and at the beginning of each special City Council meeting, any member of the public may address the City Council concerning any item not on the Council's agenda. Any person wishing to make such address should first complete and deliver a "Request to Speak" form prior to the time that public comment is taken up by the City Council. Should City Council business continue into the evening session of a regular City Council meeting at 6:00 p.m., the City Council will allow any member of the public who did not address them during the 2:00 p.m. session to do so. The total amount of time for public comments will be 15 minutes, and no individual speaker may speak for more than 1 minute. The City Council, upon majority vote, may decline to hear a speaker on the grounds that the subject matter is beyond their jurisdiction.

REQUEST TO SPEAK: A member of the public may address the Finance or Ordinance Committee or City Council regarding any scheduled agenda item. Any person wishing to make such address should first complete and deliver a "Request to Speak" form prior to the time that the item is taken up by the Finance or Ordinance Committee or City Council.

CONSENT CALENDAR: The Consent Calendar is comprised of items that will not usually require discussion by the City Council. A Consent Calendar item is open for discussion by the City Council upon request of a Councilmember, City staff, or member of the public. Items on the Consent Calendar may be approved by a single motion. Should you wish to comment on an item listed on the Consent Agenda, after turning in your "Request to Speak" form, you should come forward to speak at the time the Council considers the Consent Calendar.

AMERICANS WITH DISABILITIES ACT: In compliance with the Americans with Disabilities Act, if you need special assistance to gain access to, comment at, or participate in this meeting, please contact the City Administrator's Office at 564-5305 or inquire at the City Clerk's Office on the day of the meeting. If possible, notification at least 48 hours prior to the meeting will enable the City to make reasonable arrangements in most cases.

TELEVISION COVERAGE: Each regular City Council meeting is broadcast live in English and Spanish on City TV Channel 18 and rebroadcast in English on Wednesdays and Thursdays at 7:00 p.m. and Saturdays at 9:00 a.m., and in Spanish on Sundays at 4:00 p.m. Each televised Council meeting is closed captioned for the hearing impaired. Check the City TV program guide at www.citytv18.com for rebroadcasts of Finance and Ordinance Committee meetings, and for any changes to the replay schedule.

ORDER OF BUSINESS

2:00 p.m. - City Council Meeting

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CHANGES TO THE AGENDA

PUBLIC COMMENT

CONSENT CALENDAR

CITY COUNCIL

1. Subject: Minutes

Recommendation: That Council waive the reading and approve the minutes of the regular meeting of February 7, 2012.

2. Subject: Professional Services Agreement For Business License Audit Services (220.03)

Recommendation: That Council authorize the Finance Director to enter into a professional services agreement with MuniServices, LLC, in a form approved by the City Attorney, for business license tax audit services.

CONSENT CALENDAR (CONT'D)

CITY COUNCIL (CONT'D)

3. Subject: Sole Source Purchase Order For Enterprise Energy Management Information System (630.06)

Recommendation: That Council:

- A. Authorize the receipt of the Southern California Edison Flight 5.6 Award of \$360,000;
- B. Increase appropriations and estimated revenues in the Intra-City Services Fund by \$360,000, to be used for the procurement and implementation of an Enterprise Energy Management Information System; and
- C. Approve and authorize the General Services Manager to issue a Purchase Order to McKinstry Essention, Inc., pursuant to Santa Barbara Municipal Code section 4.52.070(L), for \$340,000 for the purchase of the Enterprise Energy Management Information System.

4. Subject: Fiscal Year 2012 Interim Financial Statements For The Seven Months Ended January 31, 2012 (250.02)

Recommendation: That Council accept the Fiscal Year 2012 Interim Financial Statements for the Seven Months Ended January 31, 2012.

5. Subject: Adoption Of An Ordinance For Construction Prohibited In The Vicinity Of The Conejo Landslide And Homes Destroyed In The Tea Fire (640.04)

Recommendation: That Council adopt, by reading of title only, An Ordinance of the Council of the City of Santa Barbara Amending Chapter 22.90 of Title 22 of the Municipal Code in Order to Define "New Construction" to Allow Those Homes Which Existed on November 12, 2008, to be Rebuilt When They Have Been Destroyed by Fire or Other Casualty.

6. Subject: Adoption Of An Ordinance For The Lease Of City Attorney Office Space At 740 State Street (160.01)

Recommendation: That Council adopt, by reading of title only, An Ordinance of the Council of the City of Santa Barbara Authorizing the City Attorney to Execute Amendment No. 3 to Agreement No. 16,332 with BDC Management, as Agents for the Owners, to Extend the Term of the Lease for the City Attorney's Office at 740 State Street, Suite 201, from February 1, 2012, to July 31, 2017.

CONSENT CALENDAR (CONT'D)

CITY COUNCIL (CONT'D)

7. Subject: Contract For Final Design Of Conejo Road Repairs (530.04)

Recommendation: That Council authorize the Public Works Director to execute a City Professional Services contract with Penfield & Smith in the amount of \$39,765 for final design services for short-term repair of Conejo Road, and authorize the Public Works Director to approve expenditures of up to \$3,977 for extra services of Penfield & Smith that may result from necessary changes in the scope of work.

8. Subject: Contract For Construction Of Santa Barbara Airport Short-Term Parking Lot Kiosk (550.08)

Recommendation: That Council:

- A. Award a contract with Vernon and Associates, Inc., in their low bid amount of \$103,900 for construction of the Santa Barbara Airport Short-Term Parking Lot Kiosk, Bid No. 3658; and
- B. Authorize the Public Works Director to execute the contract and approve expenditures up to \$15,585 to cover any cost increases that may result from contract change orders for extra work and differences between estimated bid quantities and actual quantities measured for payment.

9. Subject: Increase In Change Order Authority For Headworks Screening Replacement Project At El Estero Wastewater Treatment Plant (540.13)

Recommendation: That Council:

- A. Authorize an increase in the Public Works Director's Change Order Authority to approve expenditures for extra work for the Headworks Screening Replacement Project at El Estero Wastewater Treatment Plant, Contract No. 23,881, in the amount of \$223,440, for a total contract expenditure authority of \$4,524,440;
- B. Authorize extra services amount with Carollo Engineering for construction support services for the Headworks Screening Replacement Project at El Estero Wastewater Treatment Plant, Contract No. 23,882, in the amount of \$4,192, for a total contract expenditure authority of \$224,192; and
- C. Authorize an increase in the extra services amount with Brown & Caldwell for design and construction support services for the Influent Pump Replacement Project, Contract No. 23,247, in the amount of \$40,522, for a total contract expenditure authority of \$380,394.

CONSENT CALENDAR (CONT'D)

SUCCESSOR AGENCY

10. Subject: Minutes

Recommendation: That Council, acting as the Successor Agency to the City of Santa Barbara Redevelopment Agency, waive the reading and approve the minutes of the regular meeting of January 10, 2012.

11. Subject: Redevelopment Agency Fiscal Year 2012 Interim Financial Statements For The Seven Months Ended January 31, 2012

Recommendation: That Council, acting as the Successor Agency to the City of Santa Barbara Redevelopment Agency, accept the Redevelopment Agency Fiscal Year 2012 Interim Financial Statements for the Seven Months Ended January 31, 2012.

NOTICES

12. The City Clerk has on Thursday, March 8, 2012, posted this agenda in the Office of the City Clerk, on the City Hall Public Notice Board on the outside balcony of City Hall, and on the Internet.

This concludes the Consent Calendar.

CITY COUNCIL ADMINISTRATIVE AND ATTORNEY REPORTS

CITY ADMINISTRATOR

13. Subject: Council Liaison To The Housing Authority Commission (140.07)

Recommendation: That Council consider a change to the appointment of the Liaison to the Housing Authority Commission.

FINANCE DEPARTMENT

14. Subject: Presentation From The Santa Barbara Conference And Visitors Bureau And Film Commission (180.02)

Recommendation: That Council receive a presentation from the Santa Barbara Conference and Visitors Bureau and Film Commission.

MAYOR AND COUNCIL REPORTS

15. Subject: Request From Mayor Schneider And Councilmember House Regarding Single-Use Bag Ordinance (630.01)

Recommendation: That Council consider a request from Mayor Schneider and Councilmember House regarding a single-use bag ordinance.

CITY COUNCIL ADMINISTRATIVE AND ATTORNEY REPORTS (CONT'D)

PARKS AND RECREATION DEPARTMENT

16. Subject: Interview And Appointment Of Youth Intern Applicants To Community Development and Human Services Committee and Library Board (610.03)

Recommendation: That Council:

- A. Interview applicant Elizabeth Linn for appointment as a Youth Intern to the Community Development and Human Services Committee; and
- B. Interview applicant Eileen Saltman for appointment as a Youth Intern to the Library Board.

17. Subject: Santa Barbara Youth Council's 2011 Youth Impact Award (570.08)

Recommendation: That Council recognize the Santa Barbara Youth Council for being one of the recipients of the 2011 Youth Impact Award.

18. Subject: Proposal To Formally Establish The Santa Barbara Youth Council As A City Advisory Committee (570.08)

Recommendation: That Council:

- A. Formally establish the Santa Barbara Youth Council as a City Advisory Committee; and
- B. Adopt, by reading of title only, A Resolution of the Council of the City of Santa Barbara Establishing the Santa Barbara Youth Council.

COUNCIL AND STAFF COMMUNICATIONS

COUNCILMEMBER COMMITTEE ASSIGNMENT REPORTS

CLOSED SESSIONS

19. Subject: Conference With Legal Counsel - Pending Litigation (160.03)

Recommendation: That Council hold a closed session to consider pending litigation pursuant to subsection (a) of section 54956.9 of the Government Code and take appropriate action as needed. Pending litigation considered is: Mark Wiehpahl v. City of Santa Barbara, City of Santa Barbara Liability Case Number 10-130.

Scheduling: Duration, 10 minutes; anytime

Report: None anticipated

20. Subject: Conference With Legal Counsel - Pending Litigation (160.03)

Recommendation: That Council hold a closed session to consider pending litigation pursuant to subsection (a) of section 54956.9 of the Government Code and take appropriate action as needed. The pending litigation is: Rolland Jacks, et al., v. City Of Santa Barbara, SBSC Case No. 1383959.

Scheduling: Duration, 15 minutes; anytime

Report: None anticipated

21. Subject: Conference With Legal Counsel - Pending Litigation (160.03)

Recommendation: That Council hold a closed session to consider pending litigation pursuant to subsection (a) of section 54956.9 of the Government Code and take appropriate action as needed. The pending litigation is: People of the State of California, City of Santa Barbara v. Eastside, Westside, et al., SBSC Case No. 1379826.

Scheduling: Duration, 15 minutes; anytime

Report: None anticipated

ADJOURNMENT



CITY OF SANTA BARBARA CITY COUNCIL MINUTES

REGULAR MEETING February 7, 2012 COUNCIL CHAMBER, 735 ANACAPA STREET

CALL TO ORDER

Mayor Helene Schneider called the meeting to order at 2:00 p.m. (The Finance and Ordinance Committees, which ordinarily meet at 12:30 p.m., did not meet on this date.)

PLEDGE OF ALLEGIANCE

Mayor Schneider.

ROLL CALL

Councilmembers present: Dale Francisco, Frank Hotchkiss, Grant House, Cathy Murillo, Randy Rowse, Bendy White, Mayor Schneider.

Councilmembers absent: None.

Staff present: City Administrator James L. Armstrong, City Attorney Stephen P. Wiley, City Clerk Services Manager Cynthia M. Rodriguez.

CEREMONIAL ITEMS

1. Subject: Employee Recognition - Service Award Pins (410.01)

Recommendation: That Council authorize the City Administrator to express the City's appreciation to employees who are eligible to receive service award pins for their years of service through February 29, 2012.

Documents:

February 7, 2012, report from the Assistant City Administrator.

Speakers:

Speakers: City Administrator James Armstrong, Award Recipients Olga Herrera, Lee Waldron, Joe Poiré, Debra Southgate, Francisco Tejada.

(Cont'd)

1. (Cont'd)

By consensus, the Council approved the recommendation. The following employees were recognized:

5-Year Pin

Bill Hornung, General Services Manager, Finance
Jeff Smith, Recreation Supervisor I, Parks and Recreation
Jose Ibarra, Grounds Maintenance Worker II, Parks and Recreation
Wendy Cummings, Harbor Patrol Officer, Waterfront

10-Year Pin

Adam Nares, GIS Technician, Community Development

15-Year Pin

George Estrella, Chief Building Official, Community Development

20-Year Pin

Greg Metcalf, Waterfront Maintenance Worker I, Waterfront

25-Year Pin

David Ward, Fire Engineer, Fire
Olga Herrera, Fire Engineer, Fire
Lee Waldron, Fire Battalion Chief, Fire

30-Year Pin

Joe Poiré, Fire Prevention Division Chief, Fire
Debra Southgate, Office Specialist II, Fire
Francisco Tejada, Maintenance Worker II, Public Works

PUBLIC COMMENT

Speakers: Patricia Rosen; Judith Evered; Nico Constantinides, Occupy; Justin; Pat Love; Richard Robinson, Republican Party; Bryan Rosen; Matthew Margulies, M.D.; Kenneth Loch; Je Goolsby.

ITEM REMOVED FROM CONSENT CALENDAR

Councilmember Murillo stated that she would abstain from voting on the following item since she was not a member of the City Council at the time the meetings were held.

2. Subject: Minutes

Recommendation: That Council waive the reading and approve the minutes of the regular meeting of August 2, 2011, the regular meeting of August 16, 2011, the regular meeting of September 13, 2011, the regular meeting of September 27, 2011, the regular meeting of October 11, 2011, the special meeting of December 1, 2011, and the regular meeting of December 13, 2011.

Councilmember House requested that the minutes for August 16, 2011, be removed from consideration for approval pending his discussion with Staff and the Councilmember who made the motion related to an item on that meeting's agenda.

Motion:

Councilmembers House/Francisco to approve the recommendation, with the exception of the minutes for August 16, 2011.

Vote:

Unanimous voice vote (Abstention: Councilmember Murillo).

CONSENT CALENDAR (Item Nos. 3 – 13)

The titles of the ordinance and resolutions related to the Consent Calendar were read.

Motion:

Councilmembers Hotchkiss/House to approve the Consent Calendar as recommended.

Vote:

Unanimous roll call vote.

3. Subject: Resolution Approving Application For Water Smart Grant Program (540.05)

Recommendation: That Council adopt, by reading of title only, A Resolution of the Council of the City of Santa Barbara Authorizing the Public Works Director to Submit an Application, Execute a Grant Agreement in a Form Approved By the City Attorney, and Take Other Actions as May Be Necessary for City Participation in the United States Bureau of Reclamation Water Smart Grant Program, With a City Matching Contribution Not to Exceed \$55,000.

Action: Approved the recommendation; Resolution No. 12-005; Agreement No. 23,985 (February 7, 2012, report from the Public Works Director; proposed resolution).

4. Subject: Lease Agreement With Barbara Sonia Adams, Doing Business As Madame Rosinka (330.04)

Recommendation: That Council approve a five-year lease agreement with Barbara Sonia Adams, doing business as Madame Rosinka at 221-B Stearns Wharf, at a rent of \$750 per month.

Action: Approved the recommendation; Agreement No. 23,986 (February 7, 2012, report from the Waterfront Director).

5. Subject: Lease Agreement With Ty Warner Sea Center For Office Space On Stearns Wharf (330.04)

Recommendation: That Council approve a five-year lease agreement with the Santa Barbara Museum of Natural History's Ty Warner Sea Center, for second floor office space at 219-E Stearns Wharf, at an initial rent of \$610 per month.

Action: Approved the recommendation; Agreement No. 23,987 (February 7, 2012, report from the Waterfront Director).

6. Subject: Contract For Preliminary Design For The Las Positas Road/Cliff Drive Intersection Improvements Project (530.04)

Recommendation: That Council authorize the Public Works Director to execute a standard City Professional Services contract with Penfield & Smith in the amount of \$63,332 for preliminary design services for the Las Positas Road/Cliff Drive Intersection Improvements Project, and authorize the Public Works Director to approve expenditures of up to \$6,333 for extra services of Penfield & Smith that may result from necessary changes in the scope of work.

Speakers:

Staff: Principal Engineer John Ewasiuk, City Administrator James Armstrong.

Action: Approved the recommendation; Contract No. 23,988 (February 7, 2012, report from the Public Works Director).

7. Subject: Resolution Authorizing Submission Of An Urban Forestry Grant Application In The Amount Of \$73,600 For The Development Of A Santa Barbara Urban Forest Management Plan (570.05)

Recommendation: That Council adopt, by reading of title only, A Resolution of the Council of the City of Santa Barbara for Funding From the Urban Forestry Grant Program Entitled, "An Urban Forest For Every City", as Provided Through Proposition 40 and/or Proposition 84.

(Cont'd)

7. (Cont'd)

Action: Approved the recommendation; Resolution No. 12-006 (February 7, 2012, report from the Parks and Recreation Director; proposed resolution).

8. Subject: Increase In Emergency Purchase Order For Conejo Road Storm Drain Installation Project (530.04)

Recommendation: That Council retroactively approve an increase in Emergency Purchase Order No. 77843 with MGE Underground, Inc. for the Conejo Road Storm Drain Installation Project in the amount of \$28,740.66 for extra work, for a total expenditure authority of \$115,144.75, pursuant to Municipal Code Section 4.52.080, pertaining to emergency purchases.

Action: Approved the recommendation (February 7, 2012, report from the Public Works Director).

9. Subject: Extension Of MOU With Hourly Bargaining Unit (440.02)

Recommendation: That Council introduce and subsequently adopt, by reading of title only, An Ordinance of the Council of the City of Santa Barbara Extending the Term of the Existing Memorandum of Understanding Between the City of Santa Barbara and the Hourly Employees' Bargaining Unit to December 31, 2012.

Action: Approved the recommendation (February 7, 2012, report from the Assistant City Administrator; proposed ordinance).

SUCCESSOR AGENCY

10. Subject: Minutes

Recommendation: That Council, acting as the Successor Agency to the City of Santa Barbara Redevelopment Agency, waive the reading and approve the minutes of the regular meeting of September 13, 2011, the regular meeting of October 11, 2011, and the regular meeting of December 13, 2011.

Action: Approved the recommendation.

11. Subject: Authorization To Invest Redevelopment Successor Agency Funds In The State Of California's Local Agency Investment Fund (LAIF) (260.04)

Recommendation: That Council, acting as the Successor Agency to the City of Santa Barbara Redevelopment Agency, adopt, by reading of title only, A Resolution of the Council of the City of Santa Barbara, Acting as Successor Agency to the City of Santa Barbara Redevelopment Agency, Authorizing the Investment of Monies of the Successor Agency of the City of Santa Barbara Redevelopment Agency in the State of California's Local Agency Investment Fund.

(Cont'd)

11. (Cont'd)

Action: Approved the recommendation; Resolution No. 12-007 (February 7, 2012, report from the Finance Director; proposed resolution).

NOTICES

12. The City Clerk has on Thursday, February 2, 2012, posted this agenda in the Office of the City Clerk, on the City Hall Public Notice Board on the outside balcony of City Hall, and on the Internet.
13. Received a letter of resignation from Transportation and Circulation Committee Member David Pritchett; the vacancy will be part of the next City Advisory Group recruitment.

This concluded the Consent Calendar.

CITY COUNCIL ADMINISTRATIVE AND ATTORNEY REPORTS

PUBLIC WORKS DEPARTMENT

Agenda Item Nos. 14 and 15 were considered by the Council simultaneously.

14. Subject: Authorize Sale Of Excess City Property At 20 South Milpas Street (330.03)

Recommendation: That Council authorize the Public Works Director to offer the property at 20 South Milpas Street for sale in a public auction, and negotiate final sale terms as provided for and as required by the City Charter and Chapter 4.28 of the Santa Barbara Municipal Code.

Documents:

- February 7, 2012, report from the Public Works Director.
- PowerPoint presentation prepared and made by Staff.

15. Subject: Declare Real Property At 309 West Ortega Street As Excess And Subject To Disposal By Public Auction (330.03)

Recommendation: That Council declare the real property located at 309 West Ortega Street in excess to the City's needs, and authorize disposition of said property according to state and local guidelines. All actions will be subject to review and approval by the City Attorney to dispose of said property by public auction in accordance with Santa Barbara Municipal Code (SBMC) Chapter 4.28 and Section 520 of the Santa Barbara City Charter.

(Cont'd)

15. (Cont'd)

Documents:

- February 7, 2012, report from the Public Works Director.
- PowerPoint presentation prepared and made by Staff.

Speakers:

Staff: Assistant Public Works Director/City Engineer Pat Kelly, City Administrator James Armstrong, Public Works Director Christine Andersen, Assistant City Administrator Paul Casey, City Attorney Stephen Wiley.

Motion:

Councilmembers House/Rowse to approve the recommendations for Item Nos. 14 and 15.

Vote:

Unanimous voice vote.

COUNCILMEMBER COMMITTEE ASSIGNMENT REPORTS

Information:

Councilmember Murillo reported that she attended the Library Adult Literacy Annual Luncheon this past weekend. She also reported on the most recent Youth Council and Metropolitan Transit District Board meetings.

RECESS

Mayor Schneider recessed the meeting at 3:40 p.m. in order for the Council to reconvene in closed session for Agenda Item Nos. 16 and 17, and she stated that no reportable action is anticipated.

CLOSED SESSIONS

16. Subject: Conference With Legal Counsel - Pending Litigation (160.03)

Recommendation: That Council hold a closed session to consider pending litigation pursuant to subsection (a) of section 54956.9 of the Government Code and take appropriate action as needed. The pending litigation is Drew Josfan vs. Indochine, et al., USDC Case No. CV 09-07904 AHM (PLAx).

Scheduling: Duration, 30 minutes; anytime

Report: None anticipated

Documents:

February 7, 2012, report from the City Attorney.

(Cont'd)

16. (Cont'd)

Time:

3:42 p.m. - 4:05 p.m.

No report made.

17. Subject: Closed Session Regarding Real Property (330.03)

Recommendation: That Council hold a closed session, pursuant to Section 54956.8 of the Government Code, to consider real property negotiations between the staff of the City Administrator's Office for the City of Santa Barbara and the staff of the Santa Barbara County Executive Officer, concerning a possible lease of parking spaces to the County. The subject real property is known as Granada Parking Garage, 1221 Anacapa Street, Santa Barbara, CA 93101, APNs 039-183-046 and -054.

Scheduling: Duration, 30 minutes; anytime

Report: None anticipated

Documents:

February 7, 2012, report from the City Administrator.

Time:

4:06 p.m. - 4:50 p.m.

No report made.

ADJOURNMENT

Mayor Schneider adjourned the meeting at 4:51 p.m. in memory of Mike deGruy, who was killed in a helicopter crash in Australia on February 3, 2012.

SANTA BARBARA CITY COUNCIL

SANTA BARBARA
CITY CLERK'S OFFICE

ATTEST:

HELENE SCHNEIDER
MAYOR

CYNTHIA M. RODRIGUEZ, CMC
CITY CLERK SERVICES MANAGER



Agenda Item No. _____

File Code No. 220.03

CITY OF SANTA BARBARA

CITY COUNCIL AGENDA REPORT

AGENDA DATE: March 13, 2012

TO: Mayor and Councilmembers

FROM: Treasury Division, Finance Department

SUBJECT: Professional Services Agreement for Business License Audit Services

RECOMMENDATION: That Council authorize the Finance Director to enter into a professional services agreement with MuniServices, LLC, in a form approved by the City Attorney, for business license tax audit services.

DISCUSSION:

The City's revenue audit program consists of auditing businesses operating within the City to ensure the City receives all taxes and permit fees due under Titles 4 and 5 of the Santa Barbara Municipal Code (SBMC). As part of the adopted budget for Fiscal Year 2012, Council authorized the reinstatement of funding for audits of business license taxes, miscellaneous business permits, transient occupancy taxes, and tourism business improvement district fees. Funding for these types of audits was previously eliminated from the Finance Department budget due to budget reductions in recent years.

The professional services agreement with MuniServices, LLC would begin a comprehensive program to identify unlicensed businesses operating in the City and bring them into compliance with both the business license tax and business permit requirements. MuniServices, LLC currently provides both sales tax and utility users' tax auditing services to the City.

The fees associated with the proposed agreement with MuniServices will be on a contingency basis, which means the City will only pay fees to the extent MuniServices is successful in identifying and generating new revenues. The contingency fee under the proposed agreement is 40% of the additional revenue collected for deficiencies identified by MuniServices for current and prior periods. This type of fee arrangement is similar to the existing agreement between the City and MuniServices for sales tax audits.

The Fiscal Year 2012 Finance Department budget includes sufficient appropriations for this purpose. No additional budget appropriations are necessary.

PREPARED BY: Jill Taura, Treasury Manager

SUBMITTED BY: Robert Samario, Finance Director

APPROVED BY: City Administrator's Office



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: March 13, 2012

TO: Mayor and Councilmembers

FROM: Facilities Division, Public Works Department

SUBJECT: Sole Source Purchase Order For Enterprise Energy Management Information System

RECOMMENDATION: That Council:

- A. Authorize the receipt of the Southern California Edison Flight 5.6 Award of \$360,000;
- B. Increase appropriations and estimated revenues in the Intra-City Services Fund by \$360,000, to be used for the procurement and implementation of an Enterprise Energy Management Information System; and
- C. Approve and authorize the General Services Manager to issue a Purchase Order to McKinstry Essention, Inc., pursuant to Santa Barbara Municipal Code section 4.52.070(L), for \$340,500 for the purchase of the Enterprise Energy Management Information System.

DISCUSSION:

Following Decision 09-09-047, the California Public Utilities Commission (CPUC) authorized Southern California Edison (SCE) to conduct strategic plan activities centered on energy efficiency and addressing the "Big, Bold" strategies and related local government goals found in the CPUC's California's Long-Term Energy Efficiency Strategic Plan (CEESP). Based on this authorization, SCE conducted a solicitation for proposals for projects supporting the CEESP, titled Flight 5.6.

As a result of this solicitation, SCE awarded the City \$360,000 to fund the Energy Management System Activity ("Activity"), one of the City's CEESP Strategic Plan Strategies. This Activity will allow the City to purchase an Enterprise Energy Management Information System (EEMIS) that will give access to facility energy consumption, archive billing data, and reports to analyze energy demand and usage.

The many benefits of an EEMIS include bill analysis, energy use analysis, electricity rate analysis, demand point management, greenhouse gas reporting, and energy efficiency and conservation opportunity identification. By creating a database of facility and energy data, the City will be able to identify the best and worst performing sites and

will be able to prioritize energy management activities. The collection of real-time interval data from large electricity accounts will allow the City to better manage daily energy demand and usage. It will also enable the City to identify cost savings measures that will allow shifting power usage to non-peak hours.

Other cities in the SCE service territory have been awarded funds for the same activity. The City of Huntington Beach conducted an extensive and thorough study comparing many of the energy management systems available and resulting in the Assessment and Planning Report for Utility Manager System Implementation. The study found that McKinstry Essention, Inc.'s ("McKinstry") system allows for the greatest amount of customization to Huntington Beach's energy activities, resulting in the most robust energy management capabilities and was most closely aligned with the Huntington Beach's desired scope. Furthermore, McKinstry's system does not require any additional hardware, such as servers, or the complete shutdown of City facilities in order to install. City Staff would like to use the findings of the Huntington Beach study in order to sole source the McKinstry EEMIS. The Cities of Costa Mesa, Fountain Valley, Huntington Beach, Newport Beach and Westminster, as well as Los Angeles County have all selected the McKinstry EEMIS through same or similar studies.

Municipal Code, Section 4.52.070 (L), authorizes Council to purchase supplies, equipment, and services without complying with the formal bid procedure when, in the opinion of Council, it is in the best interest of the City. Based on the analysis described above, it is in the best interest of the City to waive formal bid procedure and award the contract to McKinstry.

Staff has negotiated an acceptable proposal with McKinstry to perform certain contract services. The SCE award described above provides sufficient funds to cover the cost of these services for the next five years.

ESTIMATED TOTAL PHASE I PROJECT COST

Software License (one-time fee)	\$25,000
Software support, upgrades, maintenance (5 year term)	\$25,000
Software configuration and training	\$80,000
Software hosting (5 year term)	\$85,500
Site survey, meter/device installation (25 meters)	\$125,000
Administration/Project Management (by City Staff)	\$19,500
TOTAL PROJECT COST	\$360,000

BUDGET/FINANCIAL INFORMATION:

The SCE Flight 5.6 Award, 511-4511-53210-007881, provides enough funds to cover the cost of procuring and implementing the system.

SUSTAINABILITY IMPACT:

The EEMIS will enable the City to forecast energy usage on a day-ahead basis and execute load control commands to help the City reach its demand-reduction goals in response to California grid conditions, as indicated by the California Independent System Operator. The City may achieve additional permanent load reductions using the analytic capabilities of EEMIS to identify inefficient end uses and prioritize energy conservation measures related to plug load, mechanical, and lighting systems.

By reducing peak demand of electricity, the City will reduce the burden on California's peak power plants and will help negate the need to build additional power plants in the future. An EEMIS is the first step toward achieving this goal because it will help end users to manage and reduce their energy use.

THE CITY OF HUNTINGTON BEACH ASSESSMENT AND PLANNING REPORT FOR UTILITY MANAGER SYSTEM IMPLEMENTATION (SECTION 2) IS AVAILABLE FOR VIEWING IN THE CITY CLERK'S OFFICE.

PREPARED BY: Jim Dewey, Facilities and Energy Manager/AP/mh

SUBMITTED BY: Christine F. Andersen, Public Works Director

APPROVED BY: City Administrator's Office

Assessment and Planning Report for Utility Manager System Implementation

Draft Report

Deliverable 2.2

Strategic Plan Task 3.1.2

Funded by
Southern California Edison Company
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1. Introduction

This task will create a sustainable utility bill manager system for four participating local governments providing Enterprise Energy Management Information System (EEMIS) to inform their budgeting (capital and operating) process and develop projects/improvements that reduce energy and administrative waste per the submitted proposals and subsequent, derivative scope of work.

The team will establish EEMIS with utility bill information, geographic location information, and load information, such as hours and equipment for all utility accounts, to enable streamlined energy project development and ongoing measurement and verification (M&V).

The team will also track and benchmark municipal facilities. This will allow for identification of energy efficiency (EE) opportunities to reduce energy consumption within five (5) Orange County participating local governments: Costa Mesa, Fountain Valley, Huntington Beach, Newport Beach and Westminster. This will result in long-term, sustainable changes through utility bill manager system creation and establishment of EEMIS.

In order to better ensure the cost-effective success of the utility manager system implementation task, the City of Huntington Beach (HB) reviewed and assessed utility bill manager systems and enterprise energy management information systems, and related resources of peer municipalities and organizations. Knowledge gained from this exercise was to inform task planning. The results of this assessment and planning process are presented in this report.

1.1 California Long-term Energy Efficiency Strategic Plan (CEESP) Alignment

1.1.1 Strategic Plan Goal

Strategic Plan Goal 3: “Local governments lead by example with their own facilities and energy usage practices.”

1.1.2 Strategic Plan Task

Strategic Plan Task 3.1.2: “Set up a ‘utility manager’ computer program to track municipal usage. Identify need for sub-metering to plan, budget and manage bills.”

1.2 Utility Manager System Task Purpose, Goals and Objectives

1.2.1 Policy Statement

Costa Mesa, Fountain Valley, Huntington Beach, Newport Beach and Westminster all have policies concerning appropriate and fiscally responsible use of taxpayer funds. Historically, the cost for EEMIS has been prohibitive and limited the amount of fiscal management that could be applied to utility expenditures. This project will provide tools to local governments to ensure that they are using taxpayer and ratepayer funds appropriately.

1.2.2 Goals and Expected Outcomes

Provide timely and credible usage and budget information and EE project M&V reporting to financial decision-makers at the four participating cities in support of ongoing energy management programs.

1.2.3 Energy Efficiency Impact

Provide accessible and timely information to speed energy efficiency project development, incentive applications, retro-commissioning capabilities, and improve persistence through affordable ongoing M&V capabilities.

1.2.4 Utility Manager System Selection Criteria

- Required functionality to track municipal energy usage from electronic utility data
- Required capability to integrate sub-metering and commissioning
- Real-time and month-end automated utility bill data collecting and collation
- Standard reports, customized reporting and benchmarking
- Integration with Demand Response (DR) programs/capabilities
- Online data transfer with utility companies
- Affordable one-time capital and annual maintenance charge
- Ongoing service levels

2. Review of Existing Utility Manager Systems

2.1 Description of Reviewed Utility Manager Systems

2.1.1 Los Angeles County - McKinstry – EEMIS

Los Angeles County (LA County) has been utilizing McKinstry EEM Suite™ for EEMIS based on a network of facility systems with hardware and data streams accessible via centralized database using visual and analytical tools for operational and management functions in real time through Ethernet LAN/WAN based communications. Key plan elements include: web-based application, unlimited seats, scalability, data processing of existing building automation systems (BAS), send commands in real-time to BAS, data collection and storage, generating usage and demand profiles, providing utility bill data, energy cost analysis with user-defined parameters, and integration with existing facility system.

To achieve the development and adoption of EEMIS, LA County prepared a Request for Proposal (RFP), then identified and compared utility bill manager software and hardware options with project requirements. Energy monitoring and reporting needs to identify energy efficiency opportunities while building an infrastructure with expansion capability allowing integration across government-owned facilities served as an important concept for managing energy throughout LA County.

2.1.2 McKinstry

The McKinstry EEM Suite™ is used by LA County, Sacramento County, Clark County (Nevada) and Region of Peel (Canada). This EEMIS combines their Bill Analyst and Meter Data Analyst allowing users to automate utility cost allocation, bill validation, budget creation and tracking via a web-based interface in real-time. Key utility manager system elements include: providing utility usage and costs with reporting and analysis tools to monitor facilities, meters and utility accounts; and real-time web-based application allowing interval data from utility meter, sub-meters, building management systems and SCADA systems to monitor performance, benchmark, aggregate loads, and manage demand and M&V strategies.

2.1.3 HP/Hara

HP/Hara energy management system is used in such cities as Palo Alto, Las Vegas, San Jose, and Philadelphia. HP installs and manages the Hara software. HP/Hara was found to be a strong competitor in HB partner cities' RFP, however more expensive than LA County/McKinstry system and required server configuration by HP and HB IS staff, which LA County did not have similar requirements. In addition, HB IS staff would be

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required for firewall access to partner cities, which would be time consuming and expensive for HB.

2.1.4 Enernoc/EnergyCAP

Enernoc utilizes EnergyCAP's software system for month end features for utility management, and is used in the State of Massachusetts. Key utility manager system elements include: cloud-based technology through SaaS, meter integration, and commissioning. The utility manager system required a large capital expense and maintenance was also several orders of magnitude larger than budgets could accommodate.

2.1.5 EnergyCAP

The existing utility manager system only performs month-end accounting with no DR integration, commissioning support, or M&V tools. The County of Orange uses EnergyCAP.

2.1.6 Schneider Electric

Existing utility manager system is an energy management system (EMS) based control system with significant hardware required for sub-metering, and installation difficulties which would be time consuming and expensive compared to LA County.

2.1.7 Vykon/Controlco

Existing utility manager system is an EMS based system with Tridium JACE panel hardware. The hardware, EMS focus, and installation difficulties which would be time consuming and expensive compared to LA County.

2.1.8 Village Green Global - SmartWEB

Significant portions of the proposal activities were out of scope based on SCE's Statement of Work (SOW) with HB partner cities' RFP. As a result, proposal was not cost-effective.

2.1.9 NGO Utility Manager System Resources (e.g., ICLEI, ILG, LGC)

NGOs do not offer competitive utility manager resources or services like this.

2.1.10 Other Utility Manager Systems and Resources

See above discussion, included all utility manager systems proposed during HB's OC partner cities' RFP.

2.2 Assessment of Existing Utility Manager Systems and Resources

2.2.1 Existing Utility Manager System and Resource “Pros”

See above discussion.

2.2.2 Existing Utility Manager System and Resource “Cons”

See above discussion.

3. Utility Manager System Selection

3.1 Selected Utility Manager System

LA County/McKinstry was selected on the basis of meeting the criteria of the attached RFP per scoring sheets completed by each participating city. The costs were significantly lower, ongoing support was expected to be more responsive, and their experience with low-cost online data transfer with SCE was a significant factor. Selecting this option reduced hardware and hardware setup costs to incremental costs rather than setting up a new duplicative system inside another local government IS department.

3.2 Resource Identification

3.2.1 Resource Requirements

- LA County Staff (IS, Energy Division and Accounting)
- HB Energy project manager
- Luna Energy Corporation for hired student interns for large scale data entry and setup under guidance and supervision of HB city staff
- Participating city staff to provide access to facilities
- GIS enabled GPS receivers to document geographic locations of meters which are unknown
- SCE staff – MFT, BCD, CP&S
- City-qualified electrician for terminations, conduit of pulse generators to EEMIS

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3.2.1.1 Metering/Sub-metering Needs

SCE pulse generators and interface devices for all TOU-8 accounts will be installed, if not already installed from DR programs.

Pulses will be counted through iLon or JACE panel to interface with the LA County/McKinstry system.*

**Some pulses are available through DR technical assistance*

3.2.1.2 Hardware Needs

The OC Cities will not need to purchase any large-scale IT hardware. Access is provided via a web portal by LA County. All server capacity will be on LA County's side. Some small hardware purchases might be necessary to connect pulse generators to the LA County/McKinstry EEMIS.

3.2.1.3 Networking Software Needs

None anticipated

4. Utility Manager System Implementation Plan

4.1 Overview

The city of Huntington Beach has already conducted the procurement process consisting of a publicly advertised RFP and received nine (9) responses. Evaluations and awards were made prior to SCE's Notice to Proceed (NTP). See the appendix for the RFP.

4.2 Roles and Responsibilities

- LA County will provide a database structure and setup billing data file conversion and transfer, and technical assistance for the four participating OC Cities.
- LA County will provide training to Costa Mesa, Fountain Valley, Huntington Beach, Newport Beach and Westminster.
- LA County and the four participating OC cities will setup and configure billing data file transfer as a collaborative effort with SCE.
- HB will provide staff and interns to provide data entry and basic energy management such as load balance calculations (i.e. hours of operation, square footage, connected loads and other background information to be entered into EEMIS). Load balance calculations are used to calculate projected energy consumption based on nameplate information, load quantities and operating time to determine if estimated energy usage is consistent with metered usage in order to ensure electrical systems operating properly for the purposes of

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automating regression analysis to uncover energy waste. Interns will also support reporting to Costa Mesa, Fountain Valley, Huntington Beach, Newport Beach, Westminster, and to the utility.

- HB will provide reporting as required by SCE.

4.3 Utility Manager System Procurement Plan

The City of Huntington Beach has already conducted the procurement process consisting of a publicly advertised RFP and received nine responses. Evaluations and awards were made prior to SCE's NTP. See the appendix for the RFP.

4.4 Installation Plan

HB:

- Kickoff meeting (general) and/or Kickoff meeting (individual)
- Gather required data for Phase I (facilities, meters, accounts, corp view reports)
- Build Hierarchy within EEMIS
- Configure System
- Load Historic Data based on SCE policy which limits customers to 36 months; customer prefers five (5) years of historic data
- Process ongoing electronic billing data or manual bill entry
- Staff training
- Data mining and benchmarking
- Follow-up customer sessions

LA County:

- Provide EEMIS Data Entry Form to HB
- Build EEMIS database structure
- Staff training
- Configure System
- Setup billing data file conversion and transfer

4.5 Data Acquisition and Data Transfer Plan

LA County will lead this effort with SCE's MFT teams.

4.6 Report Generation and Analysis

HB staff and interns will after data is entered/loaded run reports (benchmarking major facilities, M&V reports for any recent EE projects, etc) for the participating cities during contract period. Participating city staff will be trained on how to use and review ongoing reports as per Section 4.7.1. A final report once SCE's MFT is operational will describe the project, including any EE or utility bill savings to support the long-term value and sustainability of EEMIS. Reports will be analyzed for EE project development opportunities or Integrated Demand Side Management (IDSM) audits from SCE.

4.7 Staff Training and Communications Plan

4.7.1 Utility Manager System Staff Training

Training will be conducted in regional workshops describing the EEMIS benefits, and demonstrating both the reporting and analysis capabilities and also the specific functionality related to retro-commissioning and monitoring-based commissioning. Sessions will provide practical hands-on use, tailored for each City and include copies of all workshop materials.

4.7.2 Utility Manager System Communications

Limited to stakeholders, will provide tailored system staff training communicating and promoting the utility manager system via workshops with workshop materials copied and distributed for each city.

4.8 Utility Manager System Maintenance and Sustainability Plan

Provided in Final Report and documented in HB's proposal to SCE

4.8.1 Utility Manager System Maintenance Plan

Provided in Final Report

4.8.2 Utility Manager System Sustainability Plan

Due to nature of utility manager system being 100% web native, requiring no plug-ins or middleware on users' desktop/laptop, and the ongoing support provided, the system requires minimal effort to sustain system as LA County is responsible for maintaining data feeds. This demonstrates value as to not requiring burdensome plug-ins or middleware, and the ability to receive electronic feed billing determinants and monitor meters in real-time to track energy usage in government-owned facilities.

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Ongoing maintenance is approximately \$6,500 annually. LA County is responsible for maintaining data feeds separate from ongoing maintenance budget. Future years support budget will be sought from the savings documented by EEMIS.

5. Schedule

5.1 Utility Manager System Procurement and Implementation Schedule

To Be Completed By:	Tasks:
December 2011	<ul style="list-style-type: none">• Compile Corp view reports• Create proposed directory structure• Facilities research• Compile CISR forms
January 2012	<ul style="list-style-type: none">• Facilities research• Access to LA County EEMIS• Input• MFT
February 2012	<ul style="list-style-type: none">• MFT• Quality assurance• Quality control
March 2012	<ul style="list-style-type: none">• MFT operational• Data streaming• Analysis and reporting
April 2012	<ul style="list-style-type: none">• Contingency• Training
May 2012	<ul style="list-style-type: none">• Task Closeout• Final Reports

5.2 Monthly Activity Tracking Schedule

Will use LA County's methodology for implementing LA County/McKinstry EEMIS as guideline for monthly activity tracking schedule and system to ensure all activities are on schedule.

6. Budget

Refer to SOW located in Appendix A

7. Assessment of Utility Manager System Effectiveness

Provided in Final Reports as indicated in SOW located in Appendix A

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7.1 Energy Efficiency Impact

Provided in Final Reports as indicated in SOW located in Appendix A

7.2 Energy Use Impact

Provided in Final Reports as indicated in SOW located in Appendix A

7.3 Budget Forecasting

Provided in Final Reports as indicated in SOW located in Appendix A. Budget forecasts will be based on SOW Appendix C Billing Table and Table 2 Implementer's Budget Breakdown.

Appendix C - Billing Table					
Instructions: Please fill in items in yellow.					
Sub-Task	Implementer Costs		Subcontractor Costs ²	Total Program Cost	
	Labor ¹	Expenses ²	Labor & Expenses		
Task 1 - Program Ramp-up		Included in Task 2 through Task 3			
Task 1 (Not-to-Exceed Budget)					
Task 2 - Strategic Plan Goal 3					
A. Establish Enterprise Energy Efficiency Management Information Systems (EEMIS)					
3.1.2					
A.1. Kickoff meeting with Los Angeles County and an understanding of the timeline	\$2,500	\$500		\$3,000	
A.2. EEMIS/Utility Manager Assessment and Planning Report completed (including evaluation of Los Angeles County EEMIS system) for review and comment by SCE; if Los Angeles County EEMIS system is not adopted, provide rationale.	\$3,500	\$500		\$4,000	
A.3. If Los Angeles County EEMIS is not adopted, develop, issue RFP; procure Utility Manager/EEMIS System	\$12,000	\$1,000		\$13,000	
A.4. Create Program Management Plan (PMP) template	\$12,000	\$1,000		\$13,000	
A.5. Begin implementation of PMP for each Participating Municipality			\$400,000	\$400,000	
A.6. Recruit and enroll participants in Utility Manager EEMIS from Participating Municipalities; customize PMP for each Participating Municipality	\$10,000	\$1,000		\$11,000	
A.7. Test network connectivity and functionality for facilities of each Participating Municipality			\$20,000	\$20,000	
A.8. Prepare Utility Manager/EEMIS Installation Report	\$15,000	\$2,000		\$17,000	
A.9. Hire interns to provide EEMIS software support	\$23,500	\$4,000		\$27,500	
A.10. Establish tool lending library	\$7,500	\$5,000		\$12,500	
A.11. Assess the value and benefits of the Program and report list of identified needs as they occur.	\$5,000	\$2,000		\$7,000	
A.12. Deliver Monthly reports from EEMIS system	\$15,000	\$2,000		\$17,000	
Task 2 (Not-to-Exceed Budget)		\$106,000	\$19,000	\$420,000	\$545,000

Table 2: Implementer's Budget Breakdown

Allowable Cost Item ¹	%	\$
1) Administration	7.00%	\$43,750
2) Marketing/Outreach Costs	0.00%	\$0
3) Direct Program Costs	93.00%	\$581,250
Total Implementer Budget: 1) + 2) + 3)	100%	\$625,000

7.4 Metric

100% of utility accounts in system

7.5 Metric

100% of utility accounts in system

Appendix A: Task Scope of Work

Statement of Work

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Statement of Work

PROGRAM IMPLEMENTER: ORANGE COUNTY CITIES

PROGRAM NAME: ORANGE COUNTY CITIES STRATEGIC PLAN STRATEGIES

PROGRAM BUDGET: \$625,000

SECTION 1: PROGRAM DESCRIPTION

A. Program Background: Pursuant to Decision 09-09-047, the CPUC authorized Southern California Edison (“SCE”) to conduct strategic plan activities centered on energy efficiency and addressing the “Big, Bold” strategies and related local government goals found in the CPUC’s California’s Long-Term Energy Efficiency Strategic Plan (“CEESP”)². Based on this authorization, SCE conducted a solicitation seeking to fund activities that would lead to long-term, sustainable changes as opposed to supporting staffing resources or short-term initiatives that would cease to exist once the funding had ended.

One of the selected programs in this solicitation is the Orange County Cities Strategic Plan Strategies (the “Program”). The Program will be implemented by the City of Huntington Beach (“Implementer”).

Through the Program, the Implementer will enroll Participating Municipalities in the use of an Utility Manager software system to track and benchmark facilities operated by the Participating Municipalities to identify opportunities to improve the energy efficiency of these facilities. In addition, the Implementer will develop model energy efficiency policies and codes, energy efficiency chapter of the climate action plan, and sustainability policies for presentation to city councils and executives for their consideration for adoption by Participating Municipalities.

The Implementer will perform the tasks required in order to meet the objectives of the CEESP while utilizing the following CEESP Goals:

- **Strategic Plan Goal 1:** Local governments lead adoption and implementation of

² Please go to www.californiaenergyefficiency.com for a copy of the CEESP.

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“reach” codes stronger than Title 24 on both mandatory and voluntary basis; and

- **Strategic Plan Goal 3:** Local governments lead by example with their own facilities and energy usage practices.

B. Defined Terms: Capitalized terms not otherwise defined in this Statement of Work (“SOW”) will have the meaning ascribed to them in the Contract, which is attached to the SOW and incorporated herein by reference.

1. **Business Day:** The period from one midnight to the following midnight, excluding Saturdays, Sundays, and holidays.
2. **Calendar Day:** The period from one midnight to the following midnight, including Saturdays, Sundays, and holidays.
3. **Change Order:** Document SCE issues to Implementer and, unless otherwise provided in the Contract, Implementer accepts, and which changes or modifies the terms of the Contract.
4. **Contract:** Document issued by SCE to Implementer, as may be amended in writing as provided therein, which authorizes the Work, states the terms and conditions and incorporates by reference the Statement of Work and any other referenced documents, if applicable, all of which form the agreement (Contract) between SCE and the Implementer, with the following priority in the event of conflicting provisions: Change Orders, from the most recent to the earliest; the Statement of Work; the Contract; and any other referenced documents, and which facilitates payment to the Implementer for the Work described herein.
5. **Contract Program Manager or CPM:** The SCE Representative who will manage the Program.
6. **Core Functioning Facility:** Any municipal facility larger than 2,000 square feet with uses by the municipal government office buildings (e.g., city hall, fire department, police department, libraries, etc.), but does not include parks and other recreational facilities.
7. **CPUC:** The California Public Utilities Commission.
8. **Implementer:** The City of Huntington Beach
9. **Month or Monthly:** A term ending on the last Calendar Day of each Month.

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- 10. Other Municipal Facilities:** Other facilities operated by a Participating Municipality with an SCE electric service account not included as a Core Functioning Facility, e.g., traffic control facilities, outdoor recreational facilities, potable water distribution plants and equipment, sewage accounts, storm water pumps, etc.
- 11. Participating Municipalities:** The Orange County cities of Costa Mesa, Huntington Beach, Fountain Valley, Westminster, and Irvine.
- 12. Performance Indicators:** Specific, measureable, actionable, realistic and time-specific requirements that will directly and measurably contribute to SCE's business goals for the Contract.
- 13. SCE Representative:** The CPM or such other representative authorized by SCE to manage this Program.
- 14. Subcontractor:** An entity contracting directly or indirectly with Implementer to furnish services or materials as part of or directly related to Implementer's Work.
- 15. Title 24:** California Code of Regulations (CCR), Title 24, also known as the California Building Standards Code (composed of 12 parts). Title 24, Part 6 sets forth California's energy efficiency standards for residential and nonresidential buildings and was established in 1978 in response to a legislative mandate to reduce California's energy consumption. The standards are updated periodically to allow consideration and possible incorporation of new energy efficiency technologies and methods. Title 24, Part 6 is the focus of the Work under this Purchase Order.
- 16. Work:** Any and all obligations of Implementer to be performed for the Partnership pursuant to and during the term of the Contract, any revision to the Contract, or a subsequent Contract or Contract Addendum incorporating this Statement of Work. The Work will include, but may not be limited to, the tasks described in Section 5 of this Statement of Work.

SECTION 2: OBJECTIVES

Through the Program, the Implementer will build a strong case for local government energy efficiency policies that result in a healthier, cleaner environment for the Participating Municipalities. These policies will serve as a link between the California Energy Efficiency Strategic Plan (CEESP) and Orange County local governments. Through the Program, the Implementer will deliver an integrated package of policies and systems for County facilities and the Participating Municipalities that includes the following elements:

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1. Tracking municipal energy usage of facilities operated by the Participating Municipalities through Utility Manager software; and
2. Developing model comprehensive energy policies that encompass capital projects, operations and maintenance and capital and operating budgets.

SECTION 3: GENERAL REQUIREMENTS

A. Notice to Proceed (“NTP”): Implementer may start Work only upon the occurrence of each of the following:

1. Implementer receives the Contract;
2. Implementer provides to the CPM a signed acknowledgement form of the Contract; and
3. CPM provides to Implementer written approval to proceed.

B. Goals: The primary goal of the Program is to achieve the Objectives and Performance Indicators set forth herein, in the time frame herein. SCE will regularly review the implementation schedule (milestones, delivery dates, etc.) contained herein against actual Work performed by Implementer to assess the Program’s progress.

SECTION 4: SCHEDULE OR TASKS DELAYS

If the schedule or a task (including achievement of goals as outlined herein) is delayed for any reason, Implementer has the responsibility to notify the CPM in writing within thirty (30) Business Days. SCE may accept the delay, allow time for the remedy of the delay, reduce both the budget and the Work, or terminate the Contract within thirty (30) Business Days following receipt of any written notice of delay from Implementer.

SECTION 5: STATEMENT OF WORK

The Work for each of the CEESP Goals and associated tasks are described herein:

Task 1 - Program Ramp-up

A. Attend Program Kick-off Meeting: Implementer’s representative(s) will attend a half-day Program kick-off meeting with the CPM to discuss Program logistics, marketing coordination, evaluation, monitoring and verification coordination, invoicing requirements, scope of Work, and any remaining Contract issues at an SCE -designated location.

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Implementer’s representative will attend the Program kick-off meeting at a time and place to be determined by SCE after the issuance of the NTP.

To avoid duplication and unnecessary expenditures, CPM will provide information and guidance regarding currently available resources (e.g., available training programs, reach building codes, templates, Utility Manager resource guide, etc.) that will be used by the Implementer in assessing pre-existing resources. This will enable the Implementer to focus efforts on the areas in each Task on any gaps that exist.

- B. Program Data, Invoicing, and Reporting Tool Training:** The Implementer will attend a half-day workshop (Webcast) that provides training on the use of SCE invoicing and reporting tool (“IR Tool”). The Implementer will attend IR Tool training at a time and place to be determined by SCE after the issuance of the NTP.

Deliverable(s)	Due Date(s)
1. Attend a half-day Program Kick-off Meeting	Determined by SCE after the issuance of the NTP.
2. Attend a half-day IR Tool training session and ongoing IR Tool update training.	Determined by SCE after the issuance of the NTP or notification of IR Tool program changes.
3. Delivery flat files (first draft) to CPM for review and approval.	IR Tool training plus 5 Calendar Days.
4. Delivery of flat files (final draft) to CPM for review and approval.	IR Tool training plus 10 Calendar Days.

Task 2- Strategic Plan Goal 3

Strategic Plan Goal 3: Local governments lead by example with their own facilities and energy usage practices.

- Task 2 (Strategic Plan Task 3.1.2) – Set up a ‘utility manager’ computer program to track municipal usage. Identify need for sub-metering to plan, budget and manage bills.

7.5.1 Task 2 – Establish Enterprise Utility Manager System

Implementer will establish a network using an enterprise Utility Manager system for monitoring the energy usage of facilities operated by Participating Municipalities. As a first step, Implementer will evaluate the feasibility of using existing Utility Manager network software operated by Los Angeles County (Energy Management Information System (EEMIS)). If the Los Angeles EEMIS will meet the needs of the Implementer

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and the Participating Municipalities, The Implementer will facilitate the procurement of the right to its use, and all required software purchases and activities to make EEMIS functional for tracking municipal energy usage.

If the Los Angeles County EEMIS is determined to be unsatisfactory for the needs of the Implementer and Participating Municipalities, Implementer will develop a competitive solicitation for an enterprise Utility Manager system and award a contract based on fully defined and mutually agreeable terms and conditions for the Implementer and the selected provider. Participating Municipalities selected to participate in the enterprise Utility Manager network must connect and monitor, at a minimum, all Core Functioning Facilities.

To complete this task, the Implementer will deliver to the CPM the following:

- A. EEMIS/Utility Manager Assessment and Planning Report:** Implementer will assess the capabilities of the EEMIS and prepare a planning report that describes plans for successfully completing this task as well as it plans for ensuring the sustainability of the networks functionality for the longer term. Implementer will submit this report to the CPM for review and comment.
- B. Procure Utility Manager/EEMIS System:** Implementer will prepare and execute a Memorandum of Understanding with Los Angeles County for the necessary EEMIS software and networking capability, if the Los Angeles County EEMIS is chosen for the Program, or procure an alternate Utility Manager system and support services. The Utility Manager/EEMIS will enable Participating Municipalities to access facility energy consumption, archive billing data, and report and analyze energy consumption data.
- C. Program Management Plan (PMP):** To facilitate the successful implementation of the Work, the CPM will provide the Implementer a Program Management Plan (“PMP”) template, upon Contract execution. The Implementer will develop a PMP, tailored to the specific needs of each Participating Municipality. For each Participating Municipality, the PMP will contain sufficient information to guide the Utility Manager/EEMIS installation, including documentation of the existing hardware capability, a determination of whether each Participating Municipality has the existing capability to run Utility Manager/EEMIS, and recommendations of any necessary hardware purchases. For Participating Municipalities installing Utility Manager/EEMIS, the PMP will also include the following sections:
 - An EEMIS procurement plan, including the procurement of the required networking software capability;
 - A data acquisition and data transfer plan into Utility Manager/EEMIS;

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- Identification of the sub-metering data requirements;
- A training plan for the Participating Municipality;
- An Utility Manager/EEMIS maintenance plan; and
- A detailed description of the roles and responsibilities for the Implementer, each Participating Municipality and the County of Los Angeles or selected enterprise Utility Manager provider.
- An EEMIS Access Agreement(s) “EEMIS Access Agreement”) to be executed by the Implementer and each Participating Municipality. The EEMIS Access Agreement will specify the pricing terms and other conditions for purchasing the rights to use EEMIS, transferring data into EEMIS, storing EEMIS data, and maintaining EEMIS. The EEMIS Access Agreement will also include a complete description of the rights and responsibilities for all parties.

The Implementer will work with all Participating Municipalities to develop the PMP, and will incorporate PMP comments from each Participating Municipality and the County of Los Angeles or selected enterprise Utility Manager provider, before submitting the PMP to the CPM for review.

Based on the final PMP, Implementer will work with the County of Los Angeles or other selected provider to obtain detailed cost specifications for the procurement of the right to use EEMIS for each Participating Municipality, and to develop Utility Manager/EEMIS Procurement Agreement(s) (“Utility Manager/EEMIS Agreements”) to be executed by the County of Los Angeles (or the selected provider) and each Participating Municipality. The Utility Manager/EEMIS Agreement(s) will specify the terms and conditions for purchasing the rights to use Utility Manager/EEMIS, transferring data into Utility Manager/EEMIS, and maintaining the system. The Utility Manager/EEMIS Agreement(s) will also include a complete description of the responsibilities for all parties to each Utility Manager/EEMIS Agreement(s).

Implementer will facilitate the execution of the Utility Manager/EEMIS Agreements by the County of Los Angeles or other provider and each Participating Municipality. Each Participating Municipality must also sign the Utility Manager/EEMIS Agreement(s) before receiving any additional Program services. The Utility Manager/EEMIS Agreement(s) may be executed at any time prior to May 1, 2012.

After the Utility Manager/EEMIS Agreement(s) has (have) been executed, all activities required to make the EEMIS database functional for the Participating Municipality can proceed. Activities include but are not limited to the following:

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- Procure Utility Manager/EEMIS and the required networking software capability;³
 - Modifying software technology so that individual municipal buildings and the Participating Municipality staff have appropriate on-line access; and
 - Training Participating Municipality staff on all aspects of data-base operations including: set-up, data transfer, data storage and Utility Manager/EEMIS maintenance. Additionally, Implementer will work with Los Angeles County or selected provider to ensure the Utility Manager/EEMIS program documentation is available for reference by all users.
1. Implementer will work with the Participating Municipality and County of Los Angeles or selected provider to populate the data base and generate reports of energy consumption. Activities will include but are not limited to the following:
 - Obtaining and transferring to the data base, all relevant facility information;
 - Acquiring from SCE billing data and consumption data from existing sources;
 - Testing the database through the submission of initial data and implementing any required modifications; and
 - Generating periodic reports on energy usage.
 2. **Training Program Plan:** Implementer will prepare a training program plan (“Training Program Plan”) for training personnel from each Participating Municipality on the functionality and operation of the Utility Manager/EEMIS system. The Training Program Plan will include the following:
 - Scope of the training to be conducted;
 - A description of the training curriculum to be used; and
 - Training schedule for Participating Municipalities.
 3. **Training Delivery:** Implementer will train staff from each Participating Municipality on energy analyses techniques and develop an implementation plan for Utility Manager/EEMIS monitoring and maintenance. Activities will include but are not limited to the following:

³ Cost of networking the software is allowed if the expense has demonstrated value in meeting the CEESP strategic menu objectives and the expense is attributed to establishing the Utility Manager/EEMIS software.

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- Implementer will train staff from each Participating Municipality on using Utility Manager/EEMIS to analyze energy consumption data, identify energy savings opportunities, benchmark facility usage and operations, and sustain project savings; and
 - Implementer will also develop a Utility Manager/EEMIS maintenance plan.
- D.** Implementer will document each Participating Municipality’s policy on implementing energy efficiency upgrades after the benchmarking analysis has been completed. Implementer will also document the energy efficiency actions taken by each Participating Municipality that can be attributed to the benchmarking
- E.** During the Program period, the Implementer will ensure that all Participating Municipalities are offered Utility Manager/EEMIS integration for at least one facility in each Participating Municipality.
- Participation will be offered in two tiers:
1. Utility bill monitoring and reporting; and
 2. Using utility meters to report real-time use.
- F. Tool Lending Library:** As part of the deployment Utility Manager system, Implementer will create a regional energy auditing tool lending library, consisting of two (2) complete energy auditing toolkits for local government use. These tools will facilitate the local government’s ability to conduct the data collection necessary for populating the Utility Manager system. At a minimum the tool lending library will make available for loan the following tools:
1. Tape measures;
 2. Light meters;
 3. IR/laser thermometers;
 4. IR cameras;
 5. Electrical multi-meters;
 6. “Kill-a-Watt” electric usage monitors;
 7. Test and balance airflow hoods; and
 8. Data loggers and analysis software.

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G. Implementer will provide internships for students, such as those in energy auditing certificate programs for energy auditing at Goldenwest College, to complete the clerical tasks in setting up the software supporting the Utility Manager/EEMIS System.

H. Utility Manager/EEMIS Reporting: The Implementer will, at a minimum, track the following information through the IR Tool:

1. Participating Municipality bills and their facilities enrolled in Utility Manager; and
2. Type and sq. ft. of facility.

I. Utility Manager/EEMIS Assessment: The Implementer will quantitatively assess the value and benefits of the Program through:

1. Voluntary surveys for facility managers;
2. Usefulness of energy usage information in managing operations budgets and costs; and
3. Willingness to implement energy efficiency projects identified at facility.

Task 2 - Deliverable(s)	Due Date(s)
1. Kickoff meeting with Los Angeles County and an understanding of the timeline	NTP + 30 Calendar Days
2. EEMIS/Utility Manager Assessment and Planning Report completed (including evaluation of Los Angeles County EEMIS system) for review and comment by SCE; if Los Angeles County EEMIS system is not adopted, provide rationale.	NTP + 45 Calendars
3. If Los Angeles County EEMIS is not adopted, develop, issue RFP; procure Utility Manager/EEMIS System	NTP plus 90 Calendar Days
4. Create Program Management Plan (PMP) template	NTP + 90 Calendar Days
5. Begin implementation of PMP for each Participating Municipality	NTP plus 120 Calendar Days
6. Signed agreement(s) between the Implementer	NTP plus 120 Calendar days, and

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and Utility Manager provider and the Utility Manager provider	ongoing as Participating Municipalities enroll in the program
7. Recruit and enroll participants in Utility Manager/EEMIS from Participating Municipalities; customize PMP for each Participating Municipality	Enroll first participant within NTP plus 150 Calendar Days
8. Signed agreement(s) between the Participating Municipalities and the Utility Manager provider	NTP plus 150 Calendar days, and ongoing as Participating Municipalities enroll in the program
9. Test network connectivity and functionality for facilities of each Participating Municipality	NTP + 6 Months
10. Prepare Utility Manager/EEMIS Installation Report	NTP + 6 Months; ongoing as new facilities are connected
11. Hire interns to provide Utility Manager/EEMIS software support	NTP + 6 Months
12. Establish tool lending library	NTP + 6 Months
13. Assess the value and benefits of the Program and report list of identified needs as they occur.	Ongoing throughout the Program
14. Deliver Monthly reports from Utility Manager/EEMIS system	Monthly with Invoicing Requirements (see Task 8)

Task 3 - Strategic Plan Goal 1

Strategic Plan Goal 1: Local governments lead adoption and implementation of “reach” codes stronger than Title 24 on both mandatory and voluntary basis.

- Task 3 (Strategic Plan Task 1.1.1): Adopt building energy codes more stringent than Title 24’s requirements, using cost-effectiveness studies by Climate Zone done by the utilities; adopt one or two additional tiers of increasing stringency.

7.5.2 Task 3 – Develop model comprehensive local government facilities policies and programs

A. Implementer will develop model comprehensive appropriate local government energy policies for Participating Municipalities that encompass capital improvement projects for facilities in their respective jurisdictions. The model energy policies will address, at a minimum, the following areas:

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1. Building commissioning requirements;
2. Green Building standards;
3. Minimum “reach” performance-based building energy efficiency codes and standards;
4. Equipment/product specifications (prescriptive and performance standards) to assist municipal procurement staff in the selection of high-efficiency equipment;
5. Plans for re-investing energy efficiency savings into each Participating Municipality’s budget for future energy efficiency activities.
6. Service level agreements between departments; and
7. Operations and maintenance protocols and software.

B. Local Government Facilities Policies and Programs Assessment and Planning

Report: In preparation for the development of appropriate “reach” policies and programs for local government facilities, Implementer will review appropriate available climate studies and assess sufficiency for policy and program development, conduct assessment of existing reach policies and programs and resources and prepare a plan for developing reach policies and programs for local government facilities based on the information gained from this assessment.

C. Model Energy, Maintenance and Service Level Policies: To facilitate adoption of these policies by Participating Municipalities, the Implementer will develop and adopt model energy, maintenance and service level policies covering facilities under their management control. The policies will be designed to help Participating Municipalities **exceed** Title 24 code requirements in the construction of new government controlled facilities and the management of existing government controlled facilities. In addition, these policies will fully describe processes for commissioning of new facilities and building energy systems, energy savings re-investment policies, Green Building practices, equipment and comfort standards, etc. Finally, the Implementer will customize policies for at least four (4) Participating Municipality’s needs for presentation to their city council and/or city executives for consideration to adopt comprehensive energy policies for local government facilities.

D. Submit Policies and Programs for Local Government Facilities to City Councils for adoption: Implementer will submit energy efficiency policies and programs developed

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for local government facilities to each Participating Municipality city council for adoption. If a policy is adopted, Implementer will submit the date the policy becomes effective, and submit to the California Energy Commission (CEC) for approval under Section 10-106⁴. If the policies and programs are not adopted, Implementer will submit a memorandum to SCE that lists reasons for rejection and alternate plans to be undertaken to assure adoption at a later date.

Task 3 - Deliverable(s)	Due Date(s)
1. Develop, issue, and award RFP for professional services for “reach” policy development; report on status of consultant or Subcontractor to support the task.	NTP 90 Calendar Days
2. Submit Reach Code Assessment and Planning Report to SCE for review and comment	NTP plus 90 Calendar Days
3. Develop draft model comprehensive local government code and ordinance amendments for Participating Municipalities for SCE review and comment using information from Utility Manager/EEMIS Task 2.	NTP plus 6 Months
4. Submit final model comprehensive local government policies for Participating Municipalities for SCE review and comment	NTP plus 7 Months
5. Submit draft model energy, maintenance and service level policies covering facilities under management control for SCE review and comment	NTP plus 7 Months
6. Deliver final model energy, maintenance and service level policies covering facilities under management control for SCE review and comment	NTP plus 9 Months
7. Customize policies for a minimum of four (4)	NTP plus 10 Months

⁴ California Energy Efficiency publication “2008 Building Energy Efficiency Standards for Residential and Nonresidential Buildings”, November 2007.

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Participating Municipalities' member city's needs for presentation to city council and/or city executives for consideration to adopt comprehensive energy policies for local government facilities	
8. Present customized policies to city councils and other city executives; provide effective date of new policies, or reasons for rejection and alternative plans.	First presentation NTP plus 12 Months; ongoing thereafter
9. Submit code to CEC for approval under Section 10-106	NTP plus 12 Months
10. Deliver Monthly reports from tracking system	Monthly with Invoicing Requirements (see Task 8)

Task 4 – Invoicing and Reporting

A. IR Tool: After SCE provides Implementer training on the IR Tool, the Implementer will utilize the IR Tool, which serves three primary purposes:

- Enables Implementer to provide SCE with required Program information;
- Provides CPM the capability to access Implementer's Program information and create reports; and
- Provides miscellaneous reporting support for SCE's internal and CPUC reporting requirements.

B. Submission of Information into IR Tool: Implementer will update the IR Tool on a Monthly basis in accordance with requirements delineated in Appendix A (Monthly Invoicing and Reporting Requirements). Implementer will work collaboratively with the CPM in tailoring the flat files for the Program.

C. Monthly Invoicing and Reporting: All required Monthly invoice reports can be generated via the IR Tool. Implementer will be responsible for implementing, adhering to, and the submission of, the items as described in Appendix A (Monthly Invoicing and Regulatory Reporting Requirements) of this Statement of Work. The invoice reporting requirements may be amended from time to time, at which time SCE will notify Implementer of the changes and issue a new Appendix A. Implementer will implement

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these modifications in a timely manner and future invoice documentation will reflect them.

- D. SCE’s Regulatory Reporting:** Implementer will implement, adhere to, and submit the items as described in Appendix B (Regulatory Reporting Requirements), as SCE requests. The CPUC reporting requirements may be amended from time to time, at which time SCE will notify Implementer of the changes and issue a new Appendix B. Implementer will implement these modifications in a timely manner and future invoice documentation will reflect them.

Implementer acknowledges that SCE may, in its sole discretion, require Implementer to provide such other reports or documentation that SCE deems appropriate or necessary (“Ad Hoc Reports”). Implementer will comply with any request for such Ad Hoc Report(s) within a reasonable time or, if applicable, within the time requested by SCE.

Deliverable(s)	Due Date(s)
Prepare and submit Monthly invoices and supporting documentation to SCE.	Monthly, by the 15th Calendar Day for Work completed the preceding Month
Prepare and submit Monthly regulatory report, including flat files and Monthly deliverable work sheet.	Monthly, by the 15th Calendar Day for Work completed the preceding Month
Prepare and submit Quarterly regulatory reports (Appendix B) to SCE	Quarterly, by the 30 th Calendar Day for Work completed the preceding quarter, through October 31, 2012
Prepare and submit Ad Hoc Reports	As SCE requests and/or requires
Prepare and submit final invoice and Program Report to SCE	By November 15, 2012 for final invoice and by October 31, 2012 for final Program Report

Task 5 - Ramp-Down and Shut-Down Program

- A. Program Ramp-Down:** The Implementer will provide SCE with a ramp-down plan for the Program. To ensure complete Program shut-down, the Program ramp-down period will commence no later than September 1, 2012. Implementer’s plan for Program ramp-down will take into consideration that all services must be completed by October 15, 2012.

Implementer will resolve all outstanding Program issues and begin preparation of the Final Report beginning September 1, 2012.

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B. Program Shut-Down: Implementer will provide to the CPM a plan with procedures on shutting down the Program.

All Program operations will be completely shut down after the last day of the Contract effective period.

Deliverable(s)	Due Date(s)
1. Submit detailed ramp-down and shut-down plans and schedules to CPM for review and approval	No later than September 1, 2012
2. Resolve outstanding Program issues and begin preparation of Final Report	No later than September 1, 2012
3. Begin Program ramp-down	No later than September 1, 2012
4. Complete all services	No later than October 15, 2012

Task 6 - Submit Final Program Report

After Program shut-down and follow-up issues have been completed and resolved, the Implementer will submit a final report that reviews the Program's progress and accomplishment (the "Final Report"). At a minimum, the Final Report will cover:

- A. Goal Attainment:** Documentation that substantiates the Implementer's achievement of the objectives, Program Performance Indicators, and deliverables for the Contract.
- B. Program Achievement Discussion:** Were the goals/objectives met? Were the Program Performance Indicators achieved? Complete Program achievement for each Program Performance Indicator and deliverable indicating the measureable Program accomplishments.
- C. Program Challenges:** What were the significant obstacles that were overcome?
- D. Lessons Learned:** Could a Program of this scale have accomplished more?
- E. Program Improvement Recommendations:** What improvements could have been made to help the Program be even more successful?
- F. Program Next Step:** Should the Program a) be mainstreamed, b) continued to be developed or, c) ended.

Deliverable(s)	Due Date(s)
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1. Submit draft Final Report for SCE review and approval	No later than October 15, 2013
2. Submit revised Final Report for SCE review and approval	The earlier of October 15, 2012 or within 2 weeks of SCE comments

SECTION 6: PAYMENT

A. Payment Terms: The Implementer Budget will utilize 100% time and material based payments (“T&M payments”). Payment of the Implementer’s budget will be based on receipt by SCE of the deliverables set forth herein. T&M payments will be in accordance with the Billing Rates set forth in Table 1, below and Appendix C (Billing Schedule). All payments will be subject to the Contract and consistent with the budget breakdown set forth herein. Payment will be based on meeting deliverables and due dates set forth in Section 5 of this Statement of Work.

B. Implementer Budget Limit: Under no event will Implementer exceed the total amount budgeted by SCE for this Contract of **\$625,000**.

Table 1: Implementer T&M Fully Burdened Hourly Billing Rate

Implementer Job Function	Fully Burdened Hourly Rate for years 2010-2012 ¹	% of Total Hours
	(\$/Hour)	
Senior Consultant	\$200.00	N/A
FV: Asst. to City Manager	85.12	3%
FV: Environmental Services Mgr	104.73	20%
FV: Management Aide	73.66	15%
FV: Planning Director	168.91	3%
FV: Planner	115.8	5%
FV: Asst. Planner	75.41	5%
FV: General Services Mgr	\$113.33	3%
FV: Foreman	\$70.66	5%
HB: Energy Project Mgr	66.45	25%
HB: Planning Mgr	77.5	7%
HB: General Services Mgr	80.68	3%
HB: Public Works Director	113.43	3%
HB: Planning & Bldg Director	108.29	3%
Weighted Average Hourly Rate	\$87.22	100%

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Table 2: Implementer's Budget Breakdown

Allowable Cost Item ⁵	%	\$
1) Administration	7.00%	\$43,750
2) Marketing/Outreach Costs	0.00%	\$0
3) Direct Program Costs	93.00%	\$581,250
Total Implementer Budget: 1) + 2) + 3)	100%	\$625,000

SECTION 7: PERFORMANCE INDICATORS

SCE will, at a minimum, monitor the Work based on the following Program Performance Indicators:

- A. Progress made against the goals, deliverables, and due dates above; and
- B. Actual performance versus predicted performance as outlined herein.

⁵ See Appendix B for more information regarding Allowable Costs

Appendix A: Monthly Invoicing and Reporting Requirements

A. Requirements

Monthly hard copy invoices are required at the 15th Calendar Day of each Month for Work completed the preceding Month with invoicing supporting files described herein. These invoices and supporting documents are for Work performed by the Implementer and all Subcontractors.

On November 15, 2012 or sooner, Implementer will submit a final invoice associated with Program services that are tied directly to delivery of the Program deliverables. No Work except that associated with preparing the Final Report (Task 8) and final invoice will be performed after October 15, 2012. Subsequent invoices will only contain expenses associated with closing out the Program (i.e., administration expenses, etc.) that are not directly tied to delivery of the Program goals.

B. Procedures

1. Implementer uploads their Customer flat files into the IR Tool. The IR Tool creates a draft invoice for Implementer's review.
2. CPM reviews the draft invoice and advises the Implementer to re-submit their invoice if requested. Implementer is required to submit the following files to SCE by the 15th Calendar Day of each Month with each of their invoice submission:
 - Invoice – Hard Copy and electronic copy uploaded into the IR Tool;
 - Program Tracking Flat File – Uploaded electronically into the IR Tool;
 - Financial Flat File – Uploaded electronically into the IR Tool;
 - Monthly Narrative - Hard Copy with invoice submission;
 - Deliverable Table – Uploaded electronically.
 - Allowable Cost Table (see Appendix B) – Hard Copy with invoice submission; and
 - Supporting documentation – Uploaded electronically into the IR Tool.
3. Upon approval by CPM, the invoice is paid.

C. Monthly Narrative

The Monthly narrative will include a discussion on the following Program activities occurring during the Month:

- Administrative activities;

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- Marketing activities;
- Direct Implementation activities;
- Implementer's assessment of Program performance and Program status (is the Program on target, exceeding expectations, or falling short of expectations, etc.);
- Discussion of changes in Program emphasis (new Program elements, less or more emphasis on a particular delivery strategy, Program elements discontinued, Measure discontinued, etc.);
- Discussion of near term plans for Program over the coming Months (i.e., marketing and outreach efforts that are expected to significantly increase Program participation, etc.);
- Changes to staffing and staff responsibilities, if any;
- Changes to contacts, if any;
- Changes to Subcontractors and Subcontractor responsibilities, if any; and
- Number of Program complaints received.

Appendix B: Regulatory Reporting Requirements

1. Program Reporting

Implementer will provide SCE with the requisite information on the prior Month's activities, accomplishments and expenditures related to its respective Work obligations, for purposes of preparing any reports required of SCE by the CPUC including Quarterly and Annual Reports. Requirements for these reports may change per the direction of the CPUC or the CPUC's Energy Division. The current reporting requirements are as follows:

2. Quarterly Report

Implementer will provide SCE with the requisite information to be compiled for the quarterly portfolio reporting.

2.1. Expenditures for the Program per cost; Section 4, below contains a list of allowable costs.

- a. CPUC authorized budget
- b. Operating Budget
- c. Total Expenditures
 - Administrative Cost
 - Marketing/Advertising/Outreach Costs
 - Direct Implementation Cost

2.2. Program Narratives – For the Program, a description of the Program activities occurring during the quarter.

- a. Administrative activities
- b. Marketing activities
- c. Direct Implementation activities
- d. Implementer's assessment of Program performance and Program status (is the Program on target, exceeding expectations, or falling short of expectations, etc.)
- e. Discussion of changes in Program emphasis (new Program elements, less or more emphasis on a particular delivery strategy, Program elements discontinued, Measure discontinued, etc.)
- f. Discussion of near term plans for Program over the coming Months (i.e., marketing and outreach efforts that are expected to significantly increase Program participation, etc.)
- g. Changes to staffing and staff responsibilities, if any

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- h. Changes to contacts, if any
- i. Changes to Subcontractors and Subcontractor responsibilities, if any
- j. Number of Program complaints received

2.3. Implementer will provide additional data or information as required by the CPUC.

3. Annual Reports

Implementer will provide SCE with the requisite information to be compiled for the annually portfolio reporting.

3.1. Expenditures for the Program per cost; Section 4, below contains a list of allowable costs.

- a. CPUC authorized budget
- b. Operating Budget
- c. Total Expenditures
 - Administrative Cost
 - Marketing/Advertising/Outreach Costs
 - Direct Implementation Cost

3.2. Program Narratives – For the Program, a description of the Program activities occurring during the year.

- a. Administrative activities
- b. Marketing activities
- c. Direct Implementation activities
- d. Implementer's assessment of Program performance and Program status (is the Program on target, exceeding expectations, or falling short of expectations, etc.)
- e. Discussion of changes in Program emphasis (new Program elements, less or more emphasis on a particular delivery strategy, Program elements discontinued, etc.)
- f. Discussion of near term plans for Program over the coming Months (i.e., marketing and outreach efforts that are expected to significantly increase Program participation, etc.)
- g. Changes to staffing and staff responsibilities, if any
- h. Changes to contacts, if any
- i. Changes to Subcontractors and Subcontractor responsibilities, if any
- j. Number of Program complaints received

3.3. Implementer will provide additional data or information as required by the CPUC.

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4. Allowable Costs

Allowable Costs Table	
<p>The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer- funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the CPM. If there is a desire to include additional Allowable Cost elements, the CPM should be contacted in order to seek approval from the CPUC.</p>	
	3/30/2006
Cost Categories	Allowable Costs
Administrative Cost Category	
	Managerial and Clerical Labor
	Implementer Labor - Clerical
	Implementer Labor - Program Design
	Implementer Labor - Program Development
	Implementer Labor - Program Planning
	Implementer Labor - Program/Project Management
	Implementer Labor - Staff Management
	Implementer Labor - Staff Supervision
	Human Resource Support and Development
	Implementer Labor- Human Resources
	Implementer Labor - Staff Development and Training
	Implementer Benefits - Administrative Labor
	Implementer Benefits - Direct Implementation Labor
	Implementer Benefits - Marketing/Advertising/Outreach Labor
	Implementer Payroll Tax - Administrative Labor
	Implementer Payroll Tax - Direct Implementation Labor
	Implementer Payroll Tax - Marketing/Advertising/Outreach Labor
	Implementer Pension - Administrative Labor
	Implementer Pension - Direct Implementation Labor
	Implementer Pension - Marketing/Advertising/Outreach Labor
	Travel and Conference Fees

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Allowable Costs Table	
<p>The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer- funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the CPM. If there is a desire to include additional Allowable Cost elements, the CPM should be contacted in order to seek approval from the CPUC.</p>	
	3/30/2006
Cost Categories	Allowable Costs
	Implementer - Conference Fees
	Implementer Labor - Conference Attendance
	Implementer - Travel - Airfare
	Implementer - Travel - Lodging
	Implementer - Travel - Meals
	Implementer - Travel - Mileage
	Implementer - Travel - Parking
	Implementer - Travel - Per Diem for Misc. Expenses
	Overhead (General and Administrative) - Labor and Materials
	Implementer Equipment Communications
	Implementer Equipment Computing
	Implementer Equipment Document Reproduction
	Implementer Equipment General Office
	Implementer Equipment Transportation
	Implementer Food Service
	Implementer Office Supplies
	Implementer Postage
	Implementer Labor - Accounting Support
	Implementer Labor - Accounts Payable
	Implementer Labor - Accounts Receivable
	Implementer Labor - Facilities Maintenance
	Implementer Labor - Materials Management
	Implementer Labor - Procurement
	Implementer Labor - Shop Services
	Implementer Labor - Administrative

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Allowable Costs Table	
<p>The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer- funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the CPM. If there is a desire to include additional Allowable Cost elements, the CPM should be contacted in order to seek approval from the CPUC.</p>	
	3/30/2006
Cost Categories	Allowable Costs
	Implementer Labor - Transportation Services
	Implementer Labor - Automated Systems
	Implementer Labor - Communications
	Implementer Labor - Information Technology
	Implementer Labor - Telecommunications
Marketing/Advertising/Outreach Cost Category	
	Implementer - Bill Inserts
	Implementer - Brochures
	Implementer - Door Hangers
	Implementer - Print Advertisements
	Implementer - Radio Spots
	Implementer - Television Spots
	Implementer - Website Development
	Implementer Labor - Marketing
	Implementer Labor - Media Production
	Implementer Labor - Business Outreach
	Implementer Labor - Customer Outreach
	Implementer Labor - Customer Relations
Direct Implementation Cost Category	
	Financial Incentives to Customers
	Activity - Direct Labor
	Implementer Labor - Facilities Audits
	Implementer Labor - Curriculum Development
	Implementer Labor - Customer Education and Training
	Implementer Labor - Customer Equipment Testing and Diagnostics

Assessment and Planning Report for Utility Manager System

Allowable Costs Table	
<p>The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer- funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the CPM. If there is a desire to include additional Allowable Cost elements, the CPM should be contacted in order to seek approval from the CPUC.</p>	
	3/30/2006
Cost Categories	Allowable Costs
	Installation and Service - Labor
	Implementer Labor - Customer Equipment Repair and Servicing
	Implementer Labor - Customer Equipment Repair and Servicing
	Direct Implementation Hardware and Materials
	Implementer - Direct Implementation Literature
	Implementer - Education Materials
	Implementer - Energy Measurement Tools
	Implementer - Installation Hardware
	Implementer -Audit Applications and Forms
	Rebate Processing and Inspection - Labor and Materials
	Implementer Labor - Field Verification
	Implementer Labor - Rebate Processing
	Implementer - Rebate Applications

Appendices

Appendix C: Billing Schedule

Appendix C - Billing Table						
Instructions: Please fill in items in yellow.						
	Sub-Task	Implementer Costs		Subcontractor Costs ²	Total Program Cost	
		Labor ¹	Expenses ²	Labor & Expenses		
Task 1 - Program Ramp-up		Included in Task 2 through Task 3				
Task 1 (Not-to-Exceed Budget)						
Task 2 - Strategic Plan Goal 3						
A. Establish Enterprise Energy Efficiency Management Information Systems (EEMIS)		3.1.2				
A.1. Kickoff meeting with Los Angeles County and an understanding of the timeline		\$2,500	\$500		\$3,000	
A.2. EEMIS/Utility Manager Assessment and Planning Report completed (including evaluation of Los Angeles County EEMIS system) for review and comment by SCE; if Los Angeles County EEMIS system is not adopted, provide rationale.		\$3,500	\$500		\$4,000	
A.3. If Los Angeles County EEMIS is not adopted, develop, issue RFP; procure Utility Manager/EEMIS System		\$12,000	\$1,000		\$13,000	
A.4. Create Program Management Plan (PMP) template		\$12,000	\$1,000		\$13,000	
A.5. Begin implementation of PMP for each Participating Municipality				\$400,000	\$400,000	
A.6. Recruit and enroll participants in Utility Manager EEMIS from Participating Municipalities; customize PMP for each Participating Municipality		\$10,000	\$1,000		\$11,000	
A.7. Test network connectivity and functionality for facilities of each Participating Municipality				\$20,000	\$20,000	
A.8. Prepare Utility Manager/EEMIS Installation Report		\$15,000	\$2,000		\$17,000	
A.9. Hire interns to provide EEMIS software support		\$23,500	\$4,000		\$27,500	
A.10. Establish tool lending library		\$7,500	\$5,000		\$12,500	
A.11. Assess the value and benefits of the Program and report list of identified needs as they occur.		\$5,000	\$2,000		\$7,000	
A.12. Deliver Monthly reports from EEMIS system		\$15,000	\$2,000		\$17,000	
Task 2 (Not-to-Exceed Budget)		\$106,000	\$19,000	\$420,000	\$545,000	
Task 3 - Strategic Plan Goal 1						
A. Develop model Orange County comprehensive local government facilities policies and programs		1.1.1				
A.1. Develop, issue and award RFP for professional services for "reach" code development; report on Status of Consultant or Subcontractor to Support the Task.		\$2,000	\$1,000		\$3,000	
A.2. Submit Reach Code Assessment and Planning Report to SCE for review and comment		\$2,000	\$1,000	\$8,000	\$11,000	
A.3. Develop draft model comprehensive Orange County local government code and ordinance amendments for SCE review and comment using information from EEMIS Task 2.		\$3,000	\$1,000	\$8,000	\$12,000	
A.4. Submit final model comprehensive Orange County local government code and ordinance amendments for SCE review and comment		\$3,000	\$1,000	\$1,000	\$5,000	
A.5. Submit draft model energy, maintenance and service level policies covering facilities under management control for SCE review and comment		\$3,000	\$1,000	\$8,000	\$12,000	
A.6. Deliver final model energy, maintenance and service level policies covering facilities under management control for SCE review and comment		\$3,000	\$1,000	\$5,000	\$9,000	
A.7. Customize policies for a minimum of four (4) member city's needs for presentation to Council and/or city executives for consideration to adopt comprehensive energy policies for local government facilities		\$3,000	\$1,000	\$8,000	\$12,000	
A.8. Present customized policies to City Councils and other city executives; provide effective date of new codes and ordinance, or reasons for rejection and alternative plans.		\$10,000	\$1,000	\$2,000	\$13,000	
A.9. Submit code to CEC for approval Under Section 10-106 (N/A under government facilities)		\$0	\$0	\$0	\$0	
A.10. Deliver Monthly reports from tracking system		\$3,000			\$3,000	
Task 3 (Not-to-Exceed Budget)		\$32,000	\$8,000	\$40,000	\$80,000	
Task 4 - Invoicing and Reporting						
Task 4 (Not-to-Exceed Budget)		Included in Task 2 through Task 3				
Task 5 - Ramp-Down and Shut-Down Program						
Task 5 (Not-to-Exceed Budget)		Included in Task 2 through Task 3				
Task 6 - Submit Final Program Report						
Task 6 (Not-to-Exceed Budget)		Included in Task 2 through Task 3				
Grand Total (All Tasks)		All	\$138,000	\$27,000	\$460,000	\$625,000
Notes:						
1) Labor: Consultant shall invoice SCE at the fixed hourly rates for the applicable labor categories stated in the Purchase Order for time spent directly engaged in performance of the Work by Consultant's employees. Such fixed hourly rates shall be inclusive of all of Consultant's overhead costs (including all taxes and insurance), administrative and general fees, and profit.						
2) Expenses: All reimbursable expenses shall be authorized by SCE in writing prior to the expenditure. Any expenses not so approved by SCE shall not be reimbursed. All expenses shall be charged at cost, without mark-up, and shall be necessary, reasonable and ordinary.						
a) Material Costs: Material costs shall be substantiated with an invoice stating the unit price, quantity, and other information as required to identify the Work.						
b) Subcontract Labor Costs: Subcontracted Work shall be charged at the hourly rates actually paid by Consultant, not to exceed the hourly rates set forth in the Purchase Order for Work by the Consultant. Consultant shall provide Subcontractor invoices for any Consultant invoice that includes Subcontractor costs.						
c) Out-of-Pocket expenses: Miscellaneous costs such as telephone communications, routine copying, electronic mail, facsimiles, computer time and in-house technical software						
d) Travel Costs: Approved air travel costs shall in no case exceed economy or coach fare, whichever is reasonably available. Automobile travel from Consultant's office to the Jobsite and to SCE's general offices shall be paid at the fixed mileage rate stated in the Purchase Order, or if not stated, at SCE's rate for SCE employees.						
3) Budget Changes: Changes in the Not-to-Exceed Budgets (highlighted in grey) require a Contract change order. All other changes in the Budget require written authorization from the CPM						
4) Budget Changes: Changes in the Budget for all other Tasks require written authorization from the CPM.						

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Appendix B: Request for Proposal



REQUEST FOR PROPOSAL

FOR

***ORANGE COUNTY CITIES SOUTHERN CALIFORNIA EDISON (SCE) ENERGY
EFFICIENCY STRATEGIC PLAN: Develop Enterprise Energy Management Information
System ("EEMIS") Request for Proposal ("RFP")***

Administration Department
CITY OF HUNTINGTON BEACH

Released on 04/22/2011

Appendices

**ORANGE COUNTY CITIES SOUTHERN CALIFORNIA EDISON (SCE) ENERGY
EFFICIENCY STRATEGIC PLAN: Develop Enterprise Energy Management Information
System (“EEMIS”)
REQUEST FOR PROPOSAL (“RFP”)**

1. PURPOSE

The scope of work described in this RFP is funded by Southern California Edison (“SCE”) Public Goods Charge (“PGC”) funds. The purpose of this RFP is to solicit proposals for fully operational Enterprise Energy Management Information System (“EEMIS”) including acquisition, implementation, training and support for the four cities (“Partner Cities”): Costa Mesa, Fountain Valley, Huntington Beach, Irvine and Westminster. This will serve as the Partner Cities’ utility billing software for measurement and verification of energy usage and quantifying carbon emissions.

7.5.2.1.1.1

2. BACKGROUND

Following Decision 09-09-047, the California Public Utilities Commission (“CPUC”) authorized Southern California Edison to conduct strategic plan activities centered on energy efficiency and addressing the “Big, Bold” strategies and related local government goals found in the CPUC’s California’s Long-Term Energy Efficiency Strategic Plan (“CEESP”)⁶. Based on this authorization, SCE conducted a solicitation.

One of the funded activities is for the Orange County Cities Strategic Plan Strategies (the “EEMIS Activity”). The EEMIS Activity will be implemented by the City of Huntington Beach and under a Memorandum of Understanding (“MOU”) between Huntington Beach and the Partner Cities. This activity will allow the Partner Cities to access facility energy consumption, archive billing data, and report and analyze energy consumption data.

⁶ Please go to <http://www.cpuc.ca.gov/PUC/energy/Energy+Efficiency/eesp/> for a copy of the CEESP.

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The overall goal of this EEMIS Activity is to: 1) establish EEMIS computer program to track municipal energy usage with utility data feeds as Required Functionality and; 2) integrate sub-metering with EEMIS for parallel metering and commissioning for future expansion as Required Capability. Through the EEMIS Activity, the selected Firm will develop fully operational EEMIS including acquisition, implementation, training and support for the Partner Cities. In addition, firm will

3. SCHEDULE OF EVENTS

This request for proposal will be governed by the following schedule:

Release of RFP	04/22/2011
Deadline for Written Questions	05/02/2011
Responses to Questions Posted on Web	05/09/2011
Proposal Due Date	05/23/2011
Proposal Evaluation Completed	06/14/2011
Approval of Contract	TBD

4. SCOPE OF WORK

Firm will provide goods and services with limited city staff support to: This will be deployed by developing a fully operational EEMIS including acquisition, implementation, training and support for end-users. The utility billing software will measure and verify energy usage and quantify carbon emissions. The vendor will provide a completely operational system whether or not tasks are included in criteria. This project is time sensitive and the scope of work must be complete by 09/30/2012.

A. Phases

- RFP
- Grant and contract approval by Council
- Kick-off meeting
- Create Program Management Plan (PMP)
- Customize PMP for each Partner City
- Test network connectivity and functionality for each Partner City
- EEMIS implementation with internal support
- Deploy and configure load with 12 months historical data

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B. System Design

EEMIS shall be designed to allow authorized users access via standard web browser, such as Microsoft® Internet Explorer 7.0 or above. EEMIS shall be 100% web native, requiring no plug-ins or middleware on the users' desktop/laptop.

C. Requirements

- **Required Functionality shall be provided**
EEMIS will track municipal energy usage from electronic feed billing determinants from utility data.
- **Required Capability to be upgraded in future**
EEMIS will integrate sub-metering for parallel metering and commissioning for future expansion. (for consideration as required functionality, include as Additive Alternate ("Add/Alt"). This shall be capable of being enabled at no additional licensing cost.

D. Criteria

Each phase is to address each of the criteria:

1) Criteria One: Energy Procurement

At a minimum, EEMIS shall provide the following:

- a. Historical Use Profile**
EEMIS will generate usage and demand profiles for energy procurement and energy risk management. Each Partner City will have the ability to identify time periods and data frequency (i.e. hourly, daily, monthly) for individual or multiple facilities. Additionally, EEMIS shall develop average weekday and weekend profiles for user-defined monthly periods, meters, sites or aggregate points.
- b. Flexible Profile Aggregation**
EEMIS will allow Partner Cities to define and analyze flexible profile aggregation bundles to optimize energy pricing and risks in energy procurement. EEMIS will allow Partner Cities to identify and save alternative utility metering groups by building type, size, geographic location and so forth for analysis, reporting, general fund, enterprise fund, and procurement purposes
- c. Energy RFP Information**
EEMIS will provide necessary data to produce procurement RFP's for energy efficiency and sustainability projects. Provided data will include forecasted energy profile and volume data for actual and typical day types, throughout selected accounts and account categories.

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d. Rate and Bid Option Evaluation

EEMIS will provide alternative rate plan comparisons, ranging from simple to complex, and conduct bid sensitivity analyses around volume forecast variances. Partner Cities will be able to model alternative rate and pricing plan proposals for decision making purposes. Partner Cities' analysts will be able to compare energy use forecast sensitivities against the proposed rate plan to establish the optimal risk adjusted proposal. Billing grade rates accuracy (+/- 0.05%) will be offered and maintained on an ongoing basis for five (5) years.

2) Criteria Two: Maintenance and Operations

At a minimum, EEMIS shall provide the following:

a. Facility ENERGY STAR® Benchmarking with Indexing

EEMIS will allow for comparison of analogous facilities for benchmarking and index usage data by size, activity, occupancy, and weather variances. Benchmarking will include both comparisons of total energy cost and use for Partner Cities' defined periods covering multiple years.

b. Capital Project Analysis and Verification

EEMIS will provide ability to confirm proper equipment sizing, marginal energy cost impacts, and verify projected avoided costs. Partner Cities will be capable of correlating independent variables such as weather and internal temperature with equipment sizing and loading profiles to establish optimal economic sizing and efficiency ratings. EEMIS will allow Partner Cities to establish the energy cost implications of alternative equipment using facilities' actual rate structure.

c. Demand Management and Price Response

EEMIS will provide demand response programs participation by allowing Partner Cities to reduce energy use in response to short notice pricing incentives. Demand response shall cover multiple facilities and include capability of balancing load reductions throughout facilities.

d. Peak Demand Limiting Strategies

EEMIS will provide monthly peak demand monitoring. Demand monitoring will cover multiple facilities and consist of aggregate demand levels monitoring for all facilities under a specified energy contract.

e. Alarm Management, Notification and Archiving

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EEMIS will provide generation, prioritization, notification, and analysis of alarm events. Alarm events will be stored in the EEMIS to permit trend analysis for maintenance purposes.

f. Equipment Diagnostics and Health Monitoring

EEMIS will provide facility equipment monitoring, identifying anomalies, and assisting in diagnostics to resolve the situation. Analysis will include quantifying the correlation of energy use to operational variables to improve productivity of maintenance management personnel. Partner Cities will be able to graphically examine current and historical values for key equipment parameters. Historical data will be available online for two years to perform trend analysis. EEMIS will track equipment run-time hours for predictive maintenance purposes.

3) Criteria Three: Finance and Accounting

At a minimum, EEMIS shall provide the following:

a. Bill Audit and Error Checking

EEMIS will provide automatic bill auditing to identify and report use and pricing errors in monthly utility bills.

b. Cost Allocation

EEMIS will allocate costs to different departments or product lines sharing a facility. Partner Cities will allocate monthly utility bills through a percentage/fixed fee allocation method and calculation of cost based on-metered usage and internal transfer prices.

c. Energy Use Allocation

EEMIS will allocate energy use (kWh/therms) to different departments by meter or facility.

d. Bill Verification with Complex Pricing

EEMIS will recalculate and verify utility bills for complex rates, including real-time pricing, time-of-use, demand ratchets, reactive power, power factor penalties, and unbundled pricing structures for commodity, transmission, and distribution charges. Bill recalculation will incorporate standard rate plans and negotiated customer specific pricing arrangements. Bill recalculations will be performed utilizing interval data collected from the field and not utilizing bill determinants taken from utility provider's bill. This ensures all energy use and demand is calculated with correct TOU parsing and associated seasonality.

e. Baseline Tracking and Normalization

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EEMIS will monitor and report actual energy use and cost versus baselines figures and normalize information for weather and other energy drivers. EEMIS will store actual baseline usage and cost values for analysis and reporting purposes.

f. Budget and Baseline Variance

EEMIS will support energy budget development and energy expenditures against monthly budgets tracking. Partner Cities will be notified of budget variances. Monthly budget data will be stored in EEMIS for energy use and cost.

g. Carbon Finance

EEMIS shall comply with carbon protocols suitable for credit sale. Firm should demonstrate ability to create new sustainable fund sources for local government energy efficiency projects through carbon finance.

4) Criteria Four: Utility Billing

At a minimum, EEMIS shall provide the following:

a. Bill Data Input

All utility billing determinants will automatically import and download from utility into EEMIS. Firms without demonstrated experience in electronic billing data management with SCE are not qualified. EEMIS will provide automated electronic import of bills, direct from utility providers.

b. Online Repository for Incoming Bills

EEMIS will download and store bills from utility providers electronically in an online database for reporting and analysis through browser-based user interface.

c. Error Checking for Bill Data

EEMIS will perform reliability checks on incoming bills from utility providers. Checks will include evaluating current month energy use, demand, price, and cost to prior months and years. EEMIS will check for billing cycle continuity to detect possible billing errors.

d. Interval Data Input

EEMIS will automate import of interval data from various data sources. EEMIS will include AMR interfaces, meter data databases, building control systems, IP meters, meter serial interfaces, meter pulse options, and batch data import (i.e. flat files).

e. Error Checking for Interval Data

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EEMIS will include interval data validation to detect gaps and/or spikes.

EEMIS will allow option to automatically fill and/or correct data.

f. Multiple Methods of Bill Calculation

EEMIS will utilize various methods to calculate bills for utilities produced on-site and purchased. Bill calculation methods will include:

- Apply multi-component rate structures to metered usage
- Apply rates to estimated usage
- Create usage estimates based on square footage and usage indices
- Split incoming utility bills between multiple recipients

g. Rate Modeling

Partner Cities will model and apply rates with the following:

- Separate rates for commodity, transmission, and distribution
- Unlimited channels per meter
- Maintain rate change and adjustment histories
- Index to real-time price feeds from price exchanges
- Load factor, power factor, and price blocks
- Demand ratchets and demand charges
- Multiple calendar definitions such as different definitions of winter and summer, break periods that can be defined once and referenced various times
- Multiple TOU definitions that can be defined once and referenced various times
- Referenced charges such as fuel adjustments or surcharges that can be defined once and referenced various times

h. Cost Allocation Reporting

EEMIS will calculate facilities departments' energy usage for purposes of behavioral energy management.

5) Criteria Five: Technology

At a minimum, EEMIS shall provide the following:

a. Licensing

Partner Cities **require a perpetual software license with unlimited usage** to manage energy use, cost, and risk. EEMIS will have flexibility to allow Partner Cities, Supplier, or third-party to host EEMIS in their respective data centers. The license will not limit the total number of users or concurrent users

b. Warranty

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Provide warranty that shall commence after successful EEMIS implementation and acceptance of work by the Partner Cities. Warranty period shall be one year from the acceptance date. During the warranty period, all of the services listed, but not limited to the following, shall be provided to the Partner Cities on a no-charge basis:

- Bug patches and fixes within 12 months of release
- Updates and upgrades within 12 months of release
- Firmware within 12 months of release
- Technical support to include telephone helpdesk service with guaranteed response time of no more than four (4) hours
- Remote diagnostic support
- On-site support for error resolution events

c. Support and Maintenance

Provide a post warranty itemized yearly cost for an ongoing maintenance agreement as defined in the warranty section. The Firm will identify a fixed cost for a period of not less than ten (10) years and certify that it will support offered system for no less than ten (10) years.

d. Hardware: Servers and Backup

Firm will include, as an option, all required server(s) with backup system, media, and tape backup software for EEMIS. The Firm will include in its proposal the required server(s) specifications and projected itemized cost for recommended equipment.

e. Web Based Applications

EEMIS will support access to Partner Cities' reporting functions through the Internet and/or Internet utilizing browser-based technology.

f. Internet Based Communications

EEMIS will support Internet use for data communication between facilities and central software application to minimize communication costs. The technology will be able to transmit data through firewalls and contain local data storage capabilities to avoid lost data due to Internet communications failure. All utility readings will be capable of being displayed in *real-time*.

g. Scalable Across Various Sites

EEMIS will scale to include hundreds of thousands of monitoring points within thousands of buildings all supported by single instance of the database and application. System performance will comply with commercial standards. The database will support scalability to grow as needs expand.

h. Industry Standards, Commercially Available Off the Shelf ("COTS") Software

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Firm's solution will be based on COTS software and not a costly to maintain customized solution. The primary database will be commercially supported and accessible by analysis and reporting software applications. The primary platform technology will be based on industry standard technologies.

i. Field Hardware Neutral

As a future capability, EEMIS will process data from various building automation and sub-metering systems for analysis and reporting. EEMIS will support a variety of hardware data collection devices without requiring hardware device replacement and upgrades (for consideration as required functionality, include as an Add/Alt).

j. Graphical User Interface

EEMIS will make available graphical user interface where Partner Cities may define and build their own screens to navigate EEMIS, view real-time meter reading values and/or operating variables, extract standard reports, or perform control activities for additional systems in the field.

k. Two-Way Communication

EEMIS will control devices or systems to shed load when particular parameters met. Secure, two-way communications must be permitted using the Internet and Intranet to minimize communication costs.

l. Integration with External Data Source

EEMIS will support accessing and pushing data to and from external sources. Examples of data include: weather from weather content service; real-time prices and market settlement data from local market operator; accounting data to Accounts Payable system; and electronic bill data from utility providers.

m. Multiple Data Type Support

EEMIS will support multiple data types for analysis and reporting purposes such as instance energy, temperature, occupancy, financial, and other facility related data.

n. Remote System Administration

EEMIS will permit system administration to be performed in-house and not require vendor services. System administrators will remotely access EEMIS for facility, equipment, and Partner Cities' access configuration. System administrators will login to EEMIS from their office locations to administer and maintain most aspects of EEMIS.

o. Workflow Management

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EEMIS will contain flexibility to perform data point calculations, comparisons, and any user-defined data manipulation. EEMIS will represent business logic encompassing any energy or non-energy related data points to generate alerts or send controls signals to building automation systems.

p. Reporting – Dashboards

EEMIS will contain comprehensive library of standard, energy, and water specific reports types delivered *out of the box* without requiring system administrators to setup and define reports. All reports will be easy export MS Excel.

q. Custom Reporting

EEMIS will allow Partner Cities to create custom reports utilizing third party reporting tools such as MS Excel, MS Access, and Crystal Reports.

r. Push Information

EEMIS will send notifications to Partner Cities on both an exception basis and scheduled basis.

s. Online Help

EEMIS must include an Online Help Facility.

t. Unit Conversions

EEMIS will store multiple units of measure for the same commodity and automatically execute unit conversion for reporting in common units. EEMIS will manage several currency units in a single instance of the database and allow automatic conversion into a single currency unit for reporting purposes.

u. Greenhouse Gas Emissions and Pollution Reporting

EEMIS will automate calculating and reporting processes for greenhouse gas emissions and pollution reporting that is tightly linked to measurement and verification features to support carbon finance.

v. ENERGY STAR® Interface

EEMIS will include interface to ENERGY STAR® for automating data transmission and facilities' certification.

6) Criteria Six: Business

At a minimum, EEMIS shall provide the following:

a. Certified Integration Partners

Firm will have network of independent, certified integration partners. EEMIS will be supported by Integration Partners able to provide design, installation, training, and support services.

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b. Deep Energy Expertise

Firm will have solid experience in demand and supply-side energy expertise in company's services and development areas. The Firm will have deep energy experience and expertise.

c. Enterprise Energy Demonstrated Competence

Firm will have dedicated resources to maintain EEMIS.

d. Strong Customer References

Firm will have proven track record of delivering value to their clients and being on time and on budget.

5. PROPOSAL FORMAT GUIDELINES

Interested contractors are to provide the City of Huntington Beach with a thorough proposal using the following guidelines:

Proposal should be typed and should contain no more than 25 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, and graphic exhibits. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals, which appear unrealistic in the terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected. The following proposal sections are to be included in the bidder's response:

A. Vendor Application Form and Cover Letter

Complete Appendix A, "Request for Proposal-Vendor Application Form" and attach this form to the cover letter. A cover letter, not to exceed three pages in length, should summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the address and telephone number of the contractor's office located nearest to Huntington Beach, California and the office from which the project will be managed.

B. Background and Project Summary Section

The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to Scope of Work of this RFP.

C. Methodology Section

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

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- 1) An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
- 2) Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
- 3) Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
- 4) Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
- 5) Detailed description of scope of work performed in-house, followed by list of preferred subcontractors to perform out of house work.

D. Staffing

Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform. Include a resume for each designated individual.

Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the City for approval before they begin work.

E. Prime Contractor and Subcontractors

Funding is provided pursuant to the Public Goods Charge collected from gas and electric utility customers pursuant to state law.

F. Qualifications

The information requested in this section should describe the qualifications of the firm, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

- 1) Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.
- 2) A summary of the your firm's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal.
- 3) Provide at least five local references that received similar services from your firm. The City of Huntington Beach reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

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- Client Name
- Project Description
- Project start and end dates
- Client project manager name, telephone number, and e-mail address

G. Fee Proposal

Lump sum not to exceed price including a list of hourly rates by title is required. Submit base proposal and Add/Alts. In addition, submit three price proposals for 1) Hosted Solution, 2) Cloud, and 3) City Owned Hardware in a second sealed envelope labeled with Firm's name and contact information.

6. PROCESS FOR SUBMITTING PROPOSALS

- **Content of Proposal**
The proposal must be submitted using the format as indicated in the proposal format guidelines.
- **Preparation of Proposal**
Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- **Number of Proposals**
Submit five (5) copies and one (1) PDF formatted digital copy on a CD-Rom of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis.
- **Submission of Proposals**
Complete written proposals must be submitted in sealed envelopes to:

Jim Slobojan, Fiscal Services Manager
City of Huntington Beach
Finance Department
2000 Main Street
Huntington Beach, CA 92648-2702
RE: Orange County Cities EEMIS

and received no later than 4:00 p.m. (P.S.T) on 05/23/2011. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.

- **Inquiries**
Questions about this RFP must be directed in writing, via e-mail to:
Jim Slobojan, Fiscal Services Manager
jslobojan@surfcity-hb.org

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From the date that this RFP is issued until a firm is selected and the selection is announced, firms are not allowed to communicate for any reason with any City employee other than the contracting officer listed above regarding this RFP, except during the pre-proposal conference. Refer to the Schedule of Events of this RFP or the City webpage to determine if a pre-proposal conference has been scheduled. The City reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance**

This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source, or to cancel this RFP in part or in its entirety. All proposals will become the property of the City of Huntington Beach, USA. If any proprietary information is contained in the proposal, it should be clearly identified.

7. EVALUATION CRITERIA

The City's consultant evaluation and selection process is based upon Qualifications Based Selection (QBS) for professional services. The City of Huntington Beach may use some or all of the following criteria in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance:

- A. Compliance with RFP requirements
- B. Understanding of EEMIS requirements
- C. Methodology and Approach including schedule
- D. Knowledge and experience with EEMIS projects including recent experience, educational background, work experience, and directly related consulting experiences
- E. Fee Proposal
- F. References

The City may also contact and evaluate the bidder's and subcontractor's references; contact any bidder to clarify any response; contact any current users of a bidder's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City.

After written proposals have been reviewed, discussions with prospective firms may or may not be required. If scheduled, the oral interview will be a question/answer format for the purpose of clarifying the intent of any portions of the proposal. The individual from your firm that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview.

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A Notification of Intent to Award may be sent to the vendor selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing vendors unless an agreement is reached. If contract negotiations cannot be concluded successfully, the City may negotiate a contract with the next highest scoring vendor or withdraw the RFP.

8. STANDARD TERMS AND CONDITIONS

- Amendments
The City reserves the right to amend this RFP prior to the proposal due date. All amendments and additional information will be posted to the Huntington Beach Procurement Registry, [Huntington Beach - Official City Web Site - Business - Bids & RFP's](#); bidders should check this web page daily for new information.
- Cost for Preparing Proposal
The cost for developing the proposal is the sole responsibility of the bidder. All proposals submitted become the property of the City.
- Contract Discussions
All contractual exceptions must be noted by firm. Prior to award, the apparent successful firm may be required to enter into discussions with the City to resolve any contractual differences. These discussions are to be finalized and all exceptions resolved within one (1) week from notification. If no resolution is reached, the proposal may be rejected and discussions will be initiated with the second highest scoring firm. A sample agreement is attached to this Request for Proposal.
- Confidentiality Requirements
The staff members assigned to this project may be required to sign a departmental non-disclosure statement. Proposals are subject to the Freedom of Information Act. The City cannot protect proprietary data submitted in proposals.
- Financial Information
The City is concerned about bidders' financial capability to perform, therefore, may ask you to provide sufficient data to allow for an evaluation of your firm's financial capabilities.
- ◆ Insurance Requirements
City Resolution 2007-3 requires that licensees, lessees, and vendors have an **approved** Certificate of Insurance (not a declaration or policy) on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful bidder must furnish the City with the Certificates of Insurance proving coverage as specified in Appendix B. Failure to furnish the

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required certificates within the time allowed will result in forfeiture of the Proposal Security.

Please carefully review the Sample Agreement and Insurance Requirements before responding to the Request for Proposal enclosed herein. The terms of the agreement, including insurance requirements have been mandated by City Council and can be modified only if extraordinary circumstances exist. Your response to the Request for Proposal must indicate if you are unwilling or unable to execute the agreement as drafted as well as providing the insurance requirements. The City will consider this in determining responsiveness to the Request for Proposal.

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**ORANGE COUNTY CITIES SOUTHERN CALIFORNIA EDISON (SCE) and SOUTHERN CALIFORNIA GAS COMPANY (SoCalGas) ENERGY EFFICIENCY STRATEGIC PLAN:
Develop Model Orange County Comprehensive Local Government Facilities Policies and Educational Outreach**

SAMPLE AGREEMENT AND INSURANCE REQUIREMENTS

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND

FOR

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY, and _____, a _____ hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to _____; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in **Exhibit "A,"** which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates _____ who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

2. CITY STAFF ASSISTANCE

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CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

3. TERM: TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence on _____, 20____ (the "Commencement Date"). This Agreement shall automatically terminate three (3) years from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than _____ from the Commencement Date. The time for performance of the tasks identified in **Exhibit "A"** are generally to be shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

In the event the Commencement Date precedes the Effective Date, CONSULTANT shall be bound by all terms and conditions as provided herein.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in **Exhibit "B,"** which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed _____ Dollars (\$_____).

5. EXTRA WORK

In the event CITY requires additional services not included in **Exhibit "A"** or changes in the scope of services described in **Exhibit "A,"** CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of **Exhibit "B."**

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to

Appendices

CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8. HOLD HARMLESS

CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT's professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention without the express written consent of CITY; however an insurance policy "deductible" of Ten Thousand Dollars (\$10,000.00) or less is permitted. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).
- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting

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provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

If CONSULTANT fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the CITY with required proof that insurance has been procured and is in force and paid for, the CITY shall have the right, at the CITY's election, to forthwith terminate this Agreement. Such termination shall not effect Consultant's right to be paid for its time and materials expended prior to notification of termination. CONSULTANT waives the right to receive compensation and agrees to indemnify the CITY for any work performed prior to approval of insurance by the CITY.

10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. state that the policy is currently in force; and
- C. shall promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment

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compensation and other payroll deductions for CONSULTANT and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

15. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the

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other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

**ORANGE COUNTY CITIES SOUTHERN CALIFORNIA EDISON (SCE) ENERGY
EFFICIENCY STRATEGIC PLAN: Develop Enterprise Energy Management Information
System ("EEMIS")**

SAMPLE AGREEMENT AND INSURANCE REQUIREMENTS

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND

FOR

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY, and _____, a _____ hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to _____; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in **Exhibit "A,"** which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT."

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CONSULTANT hereby designates _____ who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

2. CITY STAFF ASSISTANCE

CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

3. TERM: TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence on _____, 20____ (the "Commencement Date"). This Agreement shall automatically terminate three (3) years from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than _____ from the Commencement Date. The time for performance of the tasks identified in **Exhibit "A"** are generally to be shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

In the event the Commencement Date precedes the Effective Date, CONSULTANT shall be bound by all terms and conditions as provided herein.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in **Exhibit "B,"** which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed _____ Dollars (\$_____).

5. EXTRA WORK

In the event CITY requires additional services not included in **Exhibit "A"** or changes in the scope of services described in **Exhibit "A,"** CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of **Exhibit "B."**

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including,

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without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8. HOLD HARMLESS

CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT's professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention without the express written consent of CITY; however an insurance policy "deductible" of Ten Thousand Dollars (\$10,000.00) or less is permitted. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).
- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

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CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

If CONSULTANT fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the CITY with required proof that insurance has been procured and is in force and paid for, the CITY shall have the right, at the CITY's election, to forthwith terminate this Agreement. Such termination shall not effect Consultant's right to be paid for its time and materials expended prior to notification of termination. CONSULTANT waives the right to receive compensation and agrees to indemnify the CITY for any work performed prior to approval of insurance by the CITY.

10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. state that the policy is currently in force; and
- C. shall promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this

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Agreement as an independent contractor herein and not as an employee of CITY.

CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

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16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed

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envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

City of Huntington Beach

ATTN: _____

2000 Main Street

Huntington Beach, CA 92648

TO CONSULTANT:

17. CONSENT

When CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

18. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

19. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a

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whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

22. IMMIGRATION

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party

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shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the nonprevailing party.

25. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

26. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

27. SIGNATORIES

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

CONSULTANT's initials _____

28. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

29. EFFECTIVE DATE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers. This Agreement shall be effective on the date of its approval by the City Council. This Agreement shall expire when terminated as provided herein.

CONSULTANT,

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EXHIBIT "A"

A. STATEMENT OF WORK: (Narrative of work to be performed)

B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

1.

2.

C. CITY'S DUTIES AND RESPONSIBILITIES:

1.

2.

D. WORK PROGRAM/PROJECT SCHEDULE:

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EXHIBIT A EXHIBIT "B"

Payment Schedule (Hourly Payment)

A. Hourly Rate

CONSULTANT'S fees for such services shall be based upon the following hourly rate and cost schedule:

B. Travel Charges for time during travel are not reimbursable.

C. Billing

1. All billing shall be done monthly in fifteen (15) minute increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.

2. Each month's bill should include a total to date. That total should provide, at a glance, the total fees and costs incurred to date for the project.

3. A copy of memoranda, letters, reports, calculations and other documentation prepared by CONSULTANT may be required to be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.

4. CONSULTANT shall submit to CITY an invoice for each monthly payment due. Such invoice shall:

- A) Reference this Agreement;
- B) Describe the services performed;
- C) Show the total amount of the payment due;
- D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
- E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the

Appendices

reasons for non-approval and the schedule of performance set forth in Exhibit "A" may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or

EXHIBIT B

has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

5. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

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EXHIBIT B

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EXHIBIT "B"

Payment Schedule (Fixed Fee Payment)

1. CONSULTANT shall be entitled to monthly progress payments toward the fixed fee set forth herein in accordance with the following progress and payment schedules.
2. Delivery of work product: A copy of every memorandum, letter, report, calculation and other documentation prepared by CONSULTANT shall be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.
3. CONSULTANT shall submit to CITY an invoice for each monthly progress payment due.

Such invoice shall:

- A) Reference this Agreement;
- B) Describe the services performed;
- C) Show the total amount of the payment due;
- D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
- E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in Exhibit "A" may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

1. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services

Appendices

requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

EXHIBIT B



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: March 13, 2012

TO: Mayor and Councilmembers

FROM: Accounting Division, Finance Department

SUBJECT: Fiscal Year 2012 Interim Financial Statements For The Seven Months Ended January 31, 2012

RECOMMENDATION:

That Council accept the Fiscal Year 2012 Interim Financial Statements for the Seven Months Ended January 31, 2012.

DISCUSSION:

The interim financial statements for the seven months ended January 31, 2012 (58.3% of the fiscal year) are attached. The interim financial statements include budgetary activity in comparison to actual activity for the General Fund, Enterprise Funds, Internal Service Funds, and select Special Revenue Funds.

ATTACHMENT: Interim Financial Statements for the Seven Months Ended January 31, 2012

PREPARED BY: Ruby Carrillo, Accounting Manager

SUBMITTED BY: Robert Samario, Finance Director

APPROVED BY: City Administrator's Office

CITY OF SANTA BARBARA
Interim Statement of Revenues and Expenditures
Summary by Fund
For the Seven Months Ended January 31, 2012 (58.3% of Fiscal Year)

	Annual Budget	YTD Actual	Encum- brances	Remaining Balance	Percent of Budget
GENERAL FUND					
Revenue	103,261,921	59,383,041	-	43,878,880	57.5%
Expenditures	103,588,586	58,237,844	1,496,749	43,853,993	57.7%
<i>Addition to / (use of) reserves</i>	<u>(326,665)</u>	<u>1,145,197</u>	<u>(1,496,749)</u>		
WATER OPERATING FUND					
Revenue	35,671,185	21,132,494	-	14,538,691	59.2%
Expenditures	43,447,024	21,930,101	2,401,133	19,115,790	56.0%
<i>Addition to / (use of) reserves</i>	<u>(7,775,839)</u>	<u>(797,608)</u>	<u>(2,401,133)</u>		
WASTEWATER OPERATING FUND					
Revenue	16,395,810	9,724,351	-	6,671,459	59.3%
Expenditures	17,517,788	9,078,610	1,504,147	6,935,031	60.4%
<i>Addition to / (use of) reserves</i>	<u>(1,121,978)</u>	<u>645,741</u>	<u>(1,504,147)</u>		
DOWNTOWN PARKING					
Revenue	7,036,049	4,470,366	-	2,565,683	63.5%
Expenditures	7,582,431	4,246,860	252,418	3,083,154	59.3%
<i>Addition to / (use of) reserves</i>	<u>(546,382)</u>	<u>223,507</u>	<u>(252,418)</u>		
AIRPORT OPERATING FUND					
Revenue	15,030,488	8,337,024	-	6,693,464	55.5%
Expenditures	15,553,623	7,784,411	509,414	7,259,798	53.3%
<i>Addition to / (use of) reserves</i>	<u>(523,135)</u>	<u>552,614</u>	<u>(509,414)</u>		
GOLF COURSE FUND					
Revenue	2,060,146	1,088,411	-	971,735	52.8%
Expenditures	2,065,870	1,120,521	107,851	837,499	59.5%
<i>Addition to / (use of) reserves</i>	<u>(5,724)</u>	<u>(32,110)</u>	<u>(107,851)</u>		
INTRA-CITY SERVICE FUND					
Revenue	6,119,971	3,623,148	-	2,496,823	59.2%
Expenditures	6,122,735	3,634,553	575,592	1,912,590	68.8%
<i>Addition to / (use of) reserves</i>	<u>(2,764)</u>	<u>(11,405)</u>	<u>(575,592)</u>		

CITY OF SANTA BARBARA
Interim Statement of Revenues and Expenditures
Summary by Fund
For the Seven Months Ended January 31, 2012 (58.3% of Fiscal Year)

	Annual Budget	YTD Actual	Encum- brances	Remaining Balance	Percent of Budget
FLEET REPLACEMENT FUND					
Revenue	2,230,083	1,328,890	-	901,193	59.6%
Expenditures	1,502,646	354,560	168,935	979,151	34.8%
<i>Addition to / (use of) reserves</i>	<u>727,437</u>	<u>974,331</u>	<u>(168,935)</u>		
FLEET MAINTENANCE FUND					
Revenue	2,530,723	1,458,904	-	1,071,819	57.6%
Expenditures	2,482,012	1,211,036	169,409	1,101,568	55.6%
<i>Addition to / (use of) reserves</i>	<u>48,711</u>	<u>247,868</u>	<u>(169,409)</u>		
SELF INSURANCE TRUST FUND					
Revenue	5,391,678	3,018,279	-	2,373,399	56.0%
Expenditures	9,055,327	5,115,820	183,972	3,755,535	58.5%
<i>Addition to / (use of) reserves</i>	<u>(3,663,649)</u>	<u>(2,097,542)</u>	<u>(183,972)</u>		
INFORMATION SYSTEMS ICS FUND					
Revenue	2,306,135	1,346,453	-	959,682	58.4%
Expenditures	2,347,350	1,331,660	157,172	858,518	63.4%
<i>Addition to / (use of) reserves</i>	<u>(41,215)</u>	<u>14,793</u>	<u>(157,172)</u>		
WATERFRONT FUND					
Revenue	12,203,518	7,664,520	-	4,538,998	62.8%
Expenditures	11,981,963	6,730,208	693,919	4,557,836	62.0%
<i>Addition to / (use of) reserves</i>	<u>221,555</u>	<u>934,313</u>	<u>(693,919)</u>		
TOTAL FOR ALL FUNDS					
Revenue	210,237,707	122,575,881	-	87,661,826	58.3%
Expenditures	223,247,358	120,776,184	8,220,711	94,250,463	57.8%
<i>Addition to / (use of) reserves</i>	<u>(13,009,651)</u>	<u>1,799,698</u>	<u>(8,220,711)</u>		

*** It is City policy to adopt a balanced budget. In most cases, encumbrance balances exist at year-end. These encumbrance balances are obligations of each fund and must be reported at the beginning of each fiscal year. In addition, a corresponding appropriations entry must be made in order to accommodate the 'carried-over' encumbrance amount. Most differences between budgeted annual revenues and expenses are due to these encumbrance carryovers.*

CITY OF SANTA BARBARA
General Fund
Interim Statement of Budgeted and Actual Revenues
For the Seven Months Ended January 31, 2012 (58.3% of Fiscal Year)

	Annual Budget	YTD Actual	Remaining Balance	Percent Received	Previous YTD
TAXES					
Sales and Use	17,949,013	10,464,337	7,484,676	58.3%	9,905,463
Property Taxes	23,063,000	12,804,564	10,258,436	55.5%	12,726,570
Utility Users Tax	7,144,500	4,182,538	2,961,962	58.5%	4,092,077
Transient Occupancy Tax	13,011,452	8,663,137	4,348,315	66.6%	7,913,357
Franchise Fees	3,593,200	2,090,541	1,502,659	58.2%	1,900,342
Business License	2,229,800	1,400,140	829,660	62.8%	1,413,480
Real Property Transfer Tax	410,000	220,586	189,414	53.8%	237,271
<i>Total</i>	<u>67,400,965</u>	<u>39,825,842</u>	<u>27,575,123</u>	59.1%	<u>38,188,559</u>
LICENSES & PERMITS					
Licenses & Permits	182,900	127,882	55,018	69.9%	94,332
<i>Total</i>	<u>182,900</u>	<u>127,882</u>	<u>55,018</u>	69.9%	<u>94,332</u>
FINES & FORFEITURES					
Parking Violations	2,403,500	1,395,297	1,008,203	58.1%	1,498,983
Library Fines	133,516	64,329	69,187	48.2%	62,725
Municipal Court Fines	180,000	66,154	113,846	36.8%	105,561
Other Fines & Forfeitures	210,000	127,915	82,085	60.9%	136,689
<i>Total</i>	<u>2,927,016</u>	<u>1,653,695</u>	<u>1,273,321</u>	56.5%	<u>1,803,958</u>
USE OF MONEY & PROPERTY					
Investment Income	740,827	425,396	315,431	57.4%	453,285
Rents & Concessions	397,952	168,440	229,512	42.3%	259,952
<i>Total</i>	<u>1,138,779</u>	<u>593,836</u>	<u>544,943</u>	52.1%	<u>713,236</u>
INTERGOVERNMENTAL					
Grants	488,610	119,491	369,119	24.5%	334,690
Vehicle License Fees	200,000	-	200,000	0.0%	185,390
Reimbursements	14,040	1,323	12,717	9.4%	6,667
<i>Total</i>	<u>702,650</u>	<u>120,815</u>	<u>581,835</u>	17.2%	<u>526,746</u>
FEES & SERVICE CHARGES					
Finance	860,000	486,850	373,150	56.6%	494,621
Community Development	4,525,570	2,464,935	2,060,635	54.5%	2,428,643
Recreation	2,274,257	1,271,550	1,002,707	55.9%	1,152,019
Public Safety	499,673	335,490	164,183	67.1%	202,811
Public Works	5,286,083	2,910,194	2,375,889	55.1%	2,858,140
Library	675,575	619,141	56,435	91.6%	723,719
Reimbursements	6,227,567	3,392,037	2,835,530	54.5%	3,193,597
<i>Total</i>	<u>20,348,725</u>	<u>11,480,197</u>	<u>8,868,529</u>	56.4%	<u>11,053,550</u>
OTHER MISCELLANEOUS REVENUES					
Miscellaneous	1,398,491	964,109	434,382	68.9%	1,121,866
Indirect Allocations	6,111,818	3,565,227	2,546,591	58.3%	3,803,631
Operating Transfers-In	3,050,577	1,051,438	1,999,139	34.5%	628,871
<i>Total</i>	<u>10,560,886</u>	<u>5,580,774</u>	<u>4,980,112</u>	52.8%	<u>5,554,368</u>
TOTAL REVENUES	<u>103,261,921</u>	<u>59,383,041</u>	<u>43,878,880</u>	57.5%	<u>57,934,749</u>

CITY OF SANTA BARBARA
General Fund
Interim Statement of Appropriations, Expenditures and Encumbrances
For the Seven Months Ended January 31, 2012 (58.3% of Fiscal Year)

	Annual Budget	YTD Actual	Encum- brances	** Remaining Balance	YTD Expended and Encumbered	Previous YTD
GENERAL GOVERNMENT						
<u>Mayor & City Council</u>						
MAYOR	725,196	399,596	831	324,768	55.2%	
<i>Total</i>	725,196	399,596	831	324,768	55.2%	394,825
<u>City Attorney</u>						
CITY ATTORNEY	1,930,640	1,121,035	-	809,605	58.1%	
<i>Total</i>	1,930,640	1,121,035	-	809,605	58.1%	1,123,187
<u>Administration</u>						
CITY ADMINISTRATOR	1,468,399	816,524	1,321	650,554	55.7%	
CITY TV	455,110	232,689	35,146	187,275	58.9%	
<i>Total</i>	1,923,509	1,049,214	36,468	837,828	56.4%	1,020,252
<u>Administrative Services</u>						
CITY CLERK	435,245	270,812	12,740	151,694	65.1%	
ADMIN SVCS-ELECTIONS	300,000	80,721	177,360	41,919	86.0%	
HUMAN RESOURCES	1,197,982	638,582	21,502	537,898	55.1%	
ADMIN SVCS-EMPLOYEE DEVELOPMENT	14,447	1,600	-	12,847	11.1%	
<i>Total</i>	1,947,674	991,715	211,602	744,357	61.8%	854,667
<u>Finance</u>						
ADMINISTRATION	219,098	138,054	6,571	74,473	66.0%	
TREASURY	482,061	236,210	-	245,851	49.0%	
CASHIERING & COLLECTION	417,180	240,408	-	176,772	57.6%	
LICENSES & PERMITS	417,558	225,199	-	192,359	53.9%	
BUDGET MANAGEMENT	396,344	222,225	-	174,119	56.1%	
ACCOUNTING	478,913	272,052	26,030	180,831	62.2%	
PAYROLL	268,474	147,333	-	121,141	54.9%	
ACCOUNTS PAYABLE	207,832	119,042	-	88,790	57.3%	
CITY BILLING & CUSTOMER SERVICE	583,635	317,221	1,831	264,583	54.7%	
PURCHASING	659,344	376,376	1,839	281,129	57.4%	
CENTRAL STORES	160,010	95,772	414	63,824	60.1%	
MAIL SERVICES	102,301	57,030	414	44,857	56.2%	
<i>Total</i>	4,392,750	2,446,922	37,099	1,908,730	56.5%	2,433,555
TOTAL GENERAL GOVERNMENT	10,919,769	6,008,482	285,999	4,625,288	57.6%	5,826,485
PUBLIC SAFETY						
<u>Police</u>						
CHIEF'S STAFF	979,104	580,671	517	397,917	59.4%	
SUPPORT SERVICES	574,199	307,962	673	265,563	53.8%	
RECORDS	1,172,517	629,696	4,060	538,761	54.1%	
COMMUNITY SVCS	729,721	409,960	1,409	318,353	56.4%	
PROPERTY ROOM	165,159	74,064	-	91,095	44.8%	
TRNG/RECRUITMENT	405,269	302,146	13,502	89,621	77.9%	

CITY OF SANTA BARBARA
General Fund
Interim Statement of Appropriations, Expenditures and Encumbrances
For the Seven Months Ended January 31, 2012 (58.3% of Fiscal Year)

	Annual Budget	YTD Actual	Encum- brances	** Remaining Balance	YTD Expended and Encumbered	Previous YTD
PUBLIC SAFETY						
<u>Police</u>						
RANGE	1,184,348	666,302	41,092	476,954	59.7%	
BEAT COORDINATORS	784,859	378,558	-	406,301	48.2%	
INFORMATION TECHNOLOGY	1,275,768	735,211	43,893	496,664	61.1%	
INVESTIGATIVE DIVISION	4,582,903	2,525,135	3,257	2,054,511	55.2%	
CRIME LAB	130,163	77,117	-	53,046	59.2%	
PATROL DIVISION	14,663,551	8,438,388	98,431	6,126,732	58.2%	
TRAFFIC	1,288,412	752,953	1,100	534,359	58.5%	
SPECIAL EVENTS	772,599	779,180	-	(6,581)	100.9%	
TACTICAL PATROL FORCE	1,324,561	664,996	-	659,565	50.2%	
STREET SWEEPING ENFORCEMENT	294,783	171,426	-	123,357	58.2%	
NIGHT LIFE ENFORCEMENT	297,965	155,334	-	142,631	52.1%	
PARKING ENFORCEMENT	931,552	468,051	27,800	435,701	53.2%	
CCC	2,361,140	1,239,848	1,854	1,119,438	52.6%	
ANIMAL CONTROL	613,570	298,875	-	314,695	48.7%	
<i>Total</i>	<u>34,532,143</u>	<u>19,657,099</u>	<u>237,588</u>	<u>14,637,457</u>	57.6%	<u>19,007,069</u>
<u>Fire</u>						
ADMINISTRATION	740,779	437,134	4,102	299,542	59.6%	
EMERGENCY SERVICES AND PUBLIC ED	246,838	134,850	-	111,988	54.6%	
PREVENTION	1,109,296	609,855	653	498,788	55.0%	
WILDLAND FIRE MITIGATION PROGRAM	172,505	92,380	15,518	64,607	62.5%	
OPERATIONS	17,119,140	9,563,869	70,836	7,484,435	56.3%	
ARFF	1,698,433	982,973	-	715,460	57.9%	
<i>Total</i>	<u>21,086,991</u>	<u>11,821,062</u>	<u>91,109</u>	<u>9,174,820</u>	56.5%	<u>12,197,209</u>
TOTAL PUBLIC SAFETY	<u>55,619,134</u>	<u>31,478,160</u>	<u>328,697</u>	<u>23,812,277</u>	57.2%	<u>31,204,277</u>
PUBLIC WORKS						
<u>Public Works</u>						
ADMINISTRATION	868,519	460,768	11,967	395,784	54.4%	
ENGINEERING SVCS	4,357,704	2,357,127	18,455	1,982,121	54.5%	
PUBLIC RT OF WAY MGMT	1,176,628	699,440	1,878	475,311	59.6%	
ENVIRONMENTAL PROGRAMS	421,105	169,036	96,822	155,247	63.1%	
<i>Total</i>	<u>6,823,956</u>	<u>3,686,372</u>	<u>129,122</u>	<u>3,008,462</u>	55.9%	<u>3,594,452</u>
TOTAL PUBLIC WORKS	<u>6,823,956</u>	<u>3,686,372</u>	<u>129,122</u>	<u>3,008,462</u>	55.9%	<u>3,594,452</u>
COMMUNITY SERVICES						
<u>Parks & Recreation</u>						
PRGM MGMT & BUS SVCS	370,912	244,194	36	126,682	65.8%	
FACILITIES	731,720	415,928	12,087	303,705	58.5%	
YOUTH ACTIVITIES	743,003	453,069	3,860	286,075	61.5%	
SR CITIZENS	717,260	433,111	698	283,452	60.5%	

CITY OF SANTA BARBARA
General Fund
Interim Statement of Appropriations, Expenditures and Encumbrances
For the Seven Months Ended January 31, 2012 (58.3% of Fiscal Year)

	Annual Budget	YTD Actual	Encum- brances	** Remaining Balance	YTD Expended and Encumbered	Previous YTD
COMMUNITY SERVICES						
<u>Parks & Recreation</u>						
AQUATICS	1,040,683	697,406	32,220	311,058	70.1%	
SPORTS	423,214	238,105	10,531	174,578	58.7%	
TENNIS	224,714	124,252	-	100,462	55.3%	
NEIGHBORHOOD & OUTREACH SERV	980,833	566,957	3,746	410,130	58.2%	
ADMINISTRATION	522,889	303,305	-	219,584	58.0%	
PROJECT MANAGEMENT TEAM	222,476	133,615	-	88,861	60.1%	
BUSINESS SERVICES	299,201	141,242	4,496	153,463	48.7%	
FACILITY & PROJECT MGT	992,450	624,759	1,277	366,415	63.1%	
GROUPS MANAGEMENT	4,119,025	2,214,634	68,665	1,835,725	55.4%	
FORESTRY	1,160,228	639,017	87,421	433,790	62.6%	
BEACH MAINTENANCE	146,160	60,691	15,754	69,716	52.3%	
<i>Total</i>	<u>12,694,768</u>	<u>7,290,285</u>	<u>240,790</u>	<u>5,163,693</u>	59.3%	<u>7,067,035</u>
<u>Library</u>						
ADMINISTRATION	420,294	232,025	-	188,269	55.2%	
PUBLIC SERVICES	1,822,641	1,060,797	700	761,144	58.2%	
SUPPORT SERVICES	1,782,752	854,731	106,387	821,635	53.9%	
<i>Total</i>	<u>4,025,687</u>	<u>2,147,553</u>	<u>107,087</u>	<u>1,771,047</u>	56.0%	<u>2,100,943</u>
TOTAL COMMUNITY SERVICES	<u>16,720,455</u>	<u>9,437,839</u>	<u>347,876</u>	<u>6,934,740</u>	58.5%	<u>9,167,978</u>
COMMUNITY DEVELOPMENT						
<u>Community Development</u>						
ADMINISTRATION	456,182	251,135	745	204,303	55.2%	
ECON DEV	52,667	25,002	-	27,665	47.5%	
CITY ARTS ADVISORY PROGRAM	427,260	394,248	-	33,012	92.3%	
HUMAN SVCS	855,862	433,862	344,785	77,215	91.0%	
RDA	715,653	351,569	-	364,084	49.1%	
RDA HSG DEV	611,074	305,772	-	305,302	50.0%	
LR PLANNING/STUDIES	826,558	402,795	15,417	408,346	50.6%	
DEV & DESIGN REVIEW	1,075,206	585,301	16,188	473,717	55.9%	
ZONING	1,245,146	629,829	3,494	611,822	50.9%	
DESIGN REV & HIST PRESERVATN	975,603	519,894	6,188	449,521	53.9%	
BLDG PERMITS	1,048,775	576,254	7,262	465,260	55.6%	
RECORDS & ARCHIVES	529,868	265,097	10,547	254,223	52.0%	
PLAN CK & COUNTER SRV	1,271,905	676,867	430	594,609	53.3%	
<i>Total</i>	<u>10,091,759</u>	<u>5,417,629</u>	<u>405,055</u>	<u>4,269,075</u>	57.7%	<u>5,499,580</u>
TOTAL COMMUNITY DEVELOPMENT	<u>10,091,759</u>	<u>5,417,629</u>	<u>405,055</u>	<u>4,269,075</u>	57.7%	<u>5,499,580</u>
NON-DEPARTMENTAL						
<u>Non-Departmental</u>						
DUES, MEMBERSHIPS, & LICENSES	22,272	21,933	-	339	98.5%	

CITY OF SANTA BARBARA
General Fund
Interim Statement of Appropriations, Expenditures and Encumbrances
For the Seven Months Ended January 31, 2012 (58.3% of Fiscal Year)

	<u>Annual Budget</u>	<u>YTD Actual</u>	<u>Encum- brances</u>	<u>** Remaining Balance</u>	<u>YTD Expended and Encumbered</u>	<u>Previous YTD</u>
NON-DEPARTMENTAL						
<u>Non-Departmental</u>						
COMMUNITY PROMOTIONS	1,536,799	1,250,866	-	285,933	81.4%	
SPECIAL PROJECTS	381,073	149,369	-	231,704	39.2%	
TRANSFERS OUT	43,500	25,375	-	18,125	58.3%	
DEBT SERVICE TRANSFERS	349,983	312,615	-	37,368	89.3%	
CAPITAL OUTLAY TRANSFER	665,457	449,205	-	216,252	67.5%	
APPROP. RESERVE	414,429	-	-	414,429	0.0%	
<i>Total</i>	<u>3,413,513</u>	<u>2,209,363</u>	<u>-</u>	<u>1,204,150</u>	<u>64.7%</u>	<u>2,012,492</u>
TOTAL NON-DEPARTMENTAL	<u>3,413,513</u>	<u>2,209,363</u>	<u>-</u>	<u>1,204,150</u>	<u>64.7%</u>	<u>2,012,492</u>
TOTAL EXPENDITURES	<u>103,588,586</u>	<u>58,237,844</u>	<u>1,496,749</u>	<u>43,853,993</u>	<u>57.7%</u>	<u>57,305,263</u>

*** The legal level of budgetary control is at the department level for the General Fund. Therefore, as long as the department as a whole is within budget, budgetary compliance has been achieved. The City actively monitors the budget status of each department and takes measures to address potential over budget situations before they occur.*

For Enterprise and Internal Service Funds, the legal level of budgetary control is at the fund level. The City also monitors and addresses these fund types for potential over budget situations.

CITY OF SANTA BARBARA
Special Revenue Funds
Interim Statement of Revenues and Expenditures
For the Seven Months Ended January 31, 2012 (58.3% of Fiscal Year)

	<u>Annual Budget</u>	<u>YTD Actual</u>	<u>Encum- brances</u>	<u>Remaining Balance</u>	<u>Percent of Budget</u>
TRAFFIC SAFETY FUND					
Revenue	515,000	268,280	-	246,720	52.1%
Expenditures	515,000	268,280	-	246,720	52.1%
<i>Revenue Less Expenditures</i>	-	-	-	-	
CREEK RESTORATION/WATER QUALITY IMPRVMT					
Revenue	2,800,800	1,831,879	-	968,921	65.4%
Expenditures	3,545,725	1,610,360	442,203	1,493,163	57.9%
<i>Revenue Less Expenditures</i>	(744,925)	221,519	(442,203)	(524,242)	
SOLID WASTE PROGRAM					
Revenue	18,331,232	10,482,588	-	7,848,644	57.2%
Expenditures	19,129,869	10,406,066	421,204	8,302,600	56.6%
<i>Revenue Less Expenditures</i>	(798,637)	76,522	(421,204)	(453,955)	
COMM.DEVELOPMENT BLOCK GRANT					
Revenue	2,730,423	793,773	-	1,936,650	29.1%
Expenditures	2,730,423	1,163,297	366,410	1,200,716	56.0%
<i>Revenue Less Expenditures</i>	-	(369,524)	(366,410)	735,934	
COUNTY LIBRARY					
Revenue	1,858,999	1,038,999	-	820,000	55.9%
Expenditures	1,972,766	1,023,794	87,129	861,843	56.3%
<i>Revenue Less Expenditures</i>	(113,767)	15,205	(87,129)	(41,843)	
STREETS FUND					
Revenue	10,598,577	6,321,807	-	4,276,770	59.6%
Expenditures	14,646,871	6,464,573	1,471,566	6,710,732	54.2%
<i>Revenue Less Expenditures</i>	(4,048,294)	(142,766)	(1,471,566)	(2,433,962)	
MEASURE A					
Revenue	2,774,034	1,765,614	-	1,008,420	63.6%
Expenditures	3,335,145	1,440,844	1,016,836	877,466	73.7%
<i>Revenue Less Expenditures</i>	(561,111)	324,770	(1,016,836)	130,954	

CITY OF SANTA BARBARA
Interim Statement of Revenues and Expenses
For the Seven Months Ended January 31, 2012 (58.3% of Fiscal Year)

WATER OPERATING FUND

	<u>Annual Budget</u>	<u>YTD Actual</u>	<u>Encum- brances</u>	<u>Remaining Balance</u>	<u>Percent of Budget</u>	<u>Previous YTD</u>
REVENUES						
Water Sales - Metered	30,700,000	18,442,039	-	12,257,961	60.1%	17,163,529
Service Charges	450,192	550,452	-	(100,260)	122.3%	525,875
Cater JPA Treatment Charges	2,619,000	1,157,140	-	1,461,860	44.2%	1,813,198
Investment Income	791,800	408,287	-	383,513	51.6%	599,069
Miscellaneous	604,691	279,700	-	324,991	46.3%	497,378
Operating Transfers-In	505,502	294,876	-	210,626	58.3%	-
TOTAL REVENUES	<u>35,671,185</u>	<u>21,132,494</u>	<u>-</u>	<u>14,538,691</u>	<u>59.2%</u>	<u>20,599,049</u>
EXPENSES						
Salaries & Benefits	7,649,148	4,138,243	-	3,510,905	54.1%	4,041,849
Materials, Supplies & Services	9,996,116	3,907,434	2,032,656	4,056,025	59.4%	4,225,862
Special Projects	1,438,061	219,906	133,810	1,084,345	24.6%	142,228
Water Purchases	7,723,468	4,198,745	208,885	3,315,838	57.1%	3,586,036
Debt Service	4,831,189	2,797,204	-	2,033,985	57.9%	2,714,285
Capital Outlay Transfers	11,284,416	6,582,576	-	4,701,840	58.3%	1,953,993
Equipment	195,427	51,612	3,052	140,762	28.0%	51,005
Capitalized Fixed Assets	124,200	8,190	22,729	93,281	24.9%	6,285
Other	55,000	26,190	-	28,810	47.6%	26,343
Appropriated Reserve	150,000	-	-	150,000	0.0%	-
TOTAL EXPENSES	<u>43,447,024</u>	<u>21,930,101</u>	<u>2,401,133</u>	<u>19,115,790</u>	<u>56.0%</u>	<u>16,747,888</u>

NOTE - These figures reflect the operating fund only. Though the capital fund is excluded, the current year contribution from the operating fund is shown in the Capital Transfers.

CITY OF SANTA BARBARA
Interim Statement of Revenues and Expenses
For the Seven Months Ended January 31, 2012 (58.3% of Fiscal Year)

WASTEWATER OPERATING FUND

	<u>Annual Budget</u>	<u>YTD Actual</u>	<u>Encum- brances</u>	<u>Remaining Balance</u>	<u>Percent of Budget</u>	<u>Previous YTD</u>
REVENUES						
Service Charges	14,926,192	8,770,935	-	6,155,257	58.8%	8,211,664
Fees	493,222	384,397	-	108,825	77.9%	478,556
Investment Income	267,300	131,038	-	136,262	49.0%	175,956
Public Works	10,000	24,790	-	(14,790)	247.9%	23,968
Miscellaneous	25,000	19,967	-	5,033	79.9%	70,087
Operating Transfers-In	674,096	393,223	-	280,873	58.3%	-
TOTAL REVENUES	<u>16,395,810</u>	<u>9,724,351</u>	<u>-</u>	<u>6,671,459</u>	<u>59.3%</u>	<u>8,960,231</u>
EXPENSES						
Salaries & Benefits	5,148,257	2,753,819	-	2,394,438	53.5%	2,800,863
Materials, Supplies & Services	6,045,715	3,289,425	1,501,167	1,255,123	79.2%	3,139,864
Special Projects	100,000	2,104	-	97,896	2.1%	152,102
Debt Service	1,352,213	324,512	-	1,027,701	24.0%	334,388
Capital Outlay Transfers	4,592,559	2,678,993	-	1,913,566	58.3%	3,672,375
Equipment	98,044	27,889	44	70,111	28.5%	17,448
Capitalized Fixed Assets	26,000	868	2,936	22,195	14.6%	54,070
Other	5,000	1,000	-	4,000	20.0%	1,000
Appropriated Reserve	150,000	-	-	150,000	0.0%	-
TOTAL EXPENSES	<u>17,517,788</u>	<u>9,078,610</u>	<u>1,504,147</u>	<u>6,935,031</u>	<u>60.4%</u>	<u>10,172,110</u>

NOTE - These figures reflect the operating fund only. Though the capital fund is excluded, the current year contribution from the operating fund is shown in the Capital Transfers.

CITY OF SANTA BARBARA
Interim Statement of Revenues and Expenses
For the Seven Months Ended January 31, 2012 (58.3% of Fiscal Year)
DOWNTOWN PARKING

	<u>Annual Budget</u>	<u>YTD Actual</u>	<u>Encum- brances</u>	<u>Remaining Balance</u>	<u>Percent of Budget</u>	<u>Previous YTD</u>
REVENUES						
Improvement Tax	840,000	604,567	-	235,433	72.0%	618,661
Parking Fees	5,662,166	3,549,445	-	2,112,721	62.7%	3,273,559
Investment Income	137,600	68,957	-	68,643	50.1%	90,656
Rents & Concessions	40,925	40,925	-	-	100.0%	23,740
Reimbursements	-	-	-	-	100.0%	4,598
Miscellaneous	1,500	55	-	1,445	3.6%	(37,602)
Operating Transfers-In	353,858	206,417	-	147,441	58.3%	25,375
TOTAL REVENUES	<u>7,036,049</u>	<u>4,470,366</u>	<u>-</u>	<u>2,565,683</u>	<u>63.5%</u>	<u>3,998,987</u>
EXPENSES						
Salaries & Benefits	3,799,707	2,136,344	-	1,663,363	56.2%	2,067,696
Materials, Supplies & Services	1,842,052	941,114	197,453	703,485	61.8%	832,215
Special Projects	574,522	385,140	48,565	140,817	75.5%	96,015
Transfers-Out	297,121	173,321	-	123,800	58.3%	164,279
Capital Outlay Transfers	1,043,270	608,574	-	434,696	58.3%	385,000
Equipment	25,760	2,367	6,400	16,993	34.0%	6,730
TOTAL EXPENSES	<u>7,582,431</u>	<u>4,246,860</u>	<u>252,418</u>	<u>3,083,154</u>	<u>59.3%</u>	<u>3,551,936</u>

CITY OF SANTA BARBARA
Interim Statement of Revenues and Expenses
For the Seven Months Ended January 31, 2012 (58.3% of Fiscal Year)
AIRPORT OPERATING FUND

	<u>Annual Budget</u>	<u>YTD Actual</u>	<u>Encum- brances</u>	<u>Remaining Balance</u>	<u>Percent of Budget</u>	<u>Previous YTD</u>
REVENUES						
Leases - Commercial / Industrial	4,171,000	2,522,826	-	1,648,174	60.5%	2,482,912
Leases - Terminal	5,183,033	2,823,661	-	2,359,372	54.5%	3,065,859
Leases - Non-Commerical Aviation	1,361,600	838,172	-	523,428	61.6%	895,640
Leases - Commerical Aviation	3,465,000	1,641,241	-	1,823,759	47.4%	1,339,881
Investment Income	214,300	105,165	-	109,135	49.1%	142,202
Miscellaneous	185,052	230,863	-	(45,811)	124.8%	85,238
Operating Transfers-In	450,503	175,097	-	275,406	38.9%	-
TOTAL REVENUES	<u>15,030,488</u>	<u>8,337,024</u>	<u>-</u>	<u>6,693,464</u>	<u>55.5%</u>	<u>8,011,732</u>
EXPENSES						
Salaries & Benefits	5,001,631	2,807,576	-	2,194,055	56.1%	2,655,878
Materials, Supplies & Services	6,646,161	3,517,172	493,790	2,635,198	60.4%	3,394,531
Special Projects	941,298	443,375	13,465	484,458	48.5%	355,935
Transfers-Out	44,212	25,790	-	18,422	58.3%	18,112
Debt Service	1,113,099	-	-	1,113,099	0.0%	-
Capital Outlay Transfers	1,496,334	935,006	-	561,328	62.5%	320,833
Equipment	129,276	55,492	2,159	71,625	44.6%	14,420
Appropriated Reserve	181,613	-	-	181,613	0.0%	-
TOTAL EXPENSES	<u>15,553,623</u>	<u>7,784,411</u>	<u>509,414</u>	<u>7,259,798</u>	<u>53.3%</u>	<u>6,759,710</u>

NOTE - These figures reflect the operating fund only. Though the capital fund is excluded, the current year contribution from the operating fund is shown in the Capital Transfers.

CITY OF SANTA BARBARA
Interim Statement of Revenues and Expenses
For the Seven Months Ended January 31, 2012 (58.3% of Fiscal Year)

GOLF COURSE FUND

	<u>Annual Budget</u>	<u>YTD Actual</u>	<u>Encum- brances</u>	<u>Remaining Balance</u>	<u>Percent of Budget</u>	<u>Previous YTD</u>
REVENUES						
Fees & Card Sales	1,640,801	855,664	-	785,137	52.1%	892,841
Investment Income	9,900	5,824	-	4,076	58.8%	8,074
Rents & Concessions	302,322	166,328	-	135,994	55.0%	161,252
Miscellaneous	3,500	149	-	3,351	4.2%	3,870
Operating Transfers-In	103,623	60,447	-	43,176	58.3%	-
TOTAL REVENUES	<u>2,060,146</u>	<u>1,088,411</u>	<u>-</u>	<u>971,735</u>	<u>52.8%</u>	<u>1,066,038</u>
EXPENSES						
Salaries & Benefits	1,111,449	621,663	-	489,786	55.9%	624,089
Materials, Supplies & Services	547,478	283,803	103,327	160,348	70.7%	312,038
Special Projects	10,724	-	4,524	6,200	42.2%	300
Debt Service	230,294	159,507	-	70,787	69.3%	157,025
Capital Outlay Transfers	92,036	53,688	-	38,348	58.3%	40,833
Equipment	27,500	1,013	-	26,487	3.7%	2,597
Other	1,014	847	-	167	83.5%	847
Appropriated Reserve	45,375	-	-	45,375	0.0%	-
TOTAL EXPENSES	<u>2,065,870</u>	<u>1,120,521</u>	<u>107,851</u>	<u>837,499</u>	<u>59.5%</u>	<u>1,137,728</u>

CITY OF SANTA BARBARA
Interim Statement of Revenues and Expenses
For the Seven Months Ended January 31, 2012 (58.3% of Fiscal Year)

INTRA-CITY SERVICE FUND

	<u>Annual Budget</u>	<u>YTD Actual</u>	<u>Encum- brances</u>	<u>Remaining Balance</u>	<u>Percent of Budget</u>	<u>Previous YTD</u>
REVENUES						
Service charges	99,584	58,091	-	41,493	58.3%	-
Work Orders - Bldg Maint.	3,035,446	1,817,592	-	1,217,854	59.9%	1,835,187
Grants	617,472	363,000	-	254,472	58.8%	-
Service Charges	2,032,567	1,185,665	-	846,902	58.3%	1,010,663
Miscellaneous	-	3,441	-	(3,441)	100.0%	147
Operating Transfers-In	334,902	195,360	-	139,543	58.3%	-
TOTAL REVENUES	<u>6,119,971</u>	<u>3,623,148</u>	<u>-</u>	<u>2,496,823</u>	<u>59.2%</u>	<u>2,845,997</u>
EXPENSES						
Salaries & Benefits	3,107,626	1,691,112	-	1,416,514	54.4%	1,605,465
Materials, Supplies & Services	1,104,526	628,478	91,472	384,577	65.2%	542,694
Special Projects	1,320,989	876,496	440,324	4,169	99.7%	455,139
Equipment	15,000	1,105	345	13,551	9.7%	10,290
Capitalized Fixed Assets	574,595	437,362	43,452	93,780	83.7%	95,248
TOTAL EXPENSES	<u>6,122,735</u>	<u>3,634,553</u>	<u>575,592</u>	<u>1,912,590</u>	<u>68.8%</u>	<u>2,708,836</u>

CITY OF SANTA BARBARA
Interim Statement of Revenues and Expenses
For the Seven Months Ended January 31, 2012 (58.3% of Fiscal Year)

FLEET REPLACEMENT FUND

	<u>Annual Budget</u>	<u>YTD Actual</u>	<u>Encum- brances</u>	<u>Remaining Balance</u>	<u>Percent of Budget</u>	<u>Previous YTD</u>
REVENUES						
Vehicle Rental Charges	1,805,982	1,050,697	-	755,286	58.2%	1,044,999
Investment Income	149,700	78,451	-	71,249	52.4%	99,758
Rents & Concessions	224,401	130,901	-	93,500	58.3%	135,532
Miscellaneous	50,000	68,843	-	(18,843)	137.7%	32,734
TOTAL REVENUES	<u>2,230,083</u>	<u>1,328,890</u>	<u>-</u>	<u>901,193</u>	<u>59.6%</u>	<u>1,313,023</u>
EXPENSES						
Salaries & Benefits	158,537	92,181	-	66,356	58.1%	86,474
Materials, Supplies & Services	2,452	1,318	-	1,134	53.7%	1,254
Special Projects	300,000	-	-	300,000	0.0%	-
Capitalized Fixed Assets	1,041,657	261,061	168,935	611,661	41.3%	1,338,833
TOTAL EXPENSES	<u>1,502,646</u>	<u>354,560</u>	<u>168,935</u>	<u>979,151</u>	<u>34.8%</u>	<u>1,426,562</u>

CITY OF SANTA BARBARA
Interim Statement of Revenues and Expenses
For the Seven Months Ended January 31, 2012 (58.3% of Fiscal Year)

FLEET MAINTENANCE FUND

	<u>Annual Budget</u>	<u>YTD Actual</u>	<u>Encum- brances</u>	<u>Remaining Balance</u>	<u>Percent of Budget</u>	<u>Previous YTD</u>
REVENUES						
Vehicle Maintenance Charges	2,371,918	1,383,618	-	988,300	58.3%	1,382,160
Miscellaneous	60,000	17,649	-	42,351	29.4%	7,520
Operating Transfers-In	98,805	57,636	-	41,169	58.3%	-
TOTAL REVENUES	<u>2,530,723</u>	<u>1,458,904</u>	<u>-</u>	<u>1,071,819</u>	57.6%	<u>1,389,681</u>
EXPENSES						
Salaries & Benefits	1,147,349	658,224	-	489,125	57.4%	649,242
Materials, Supplies & Services	1,269,663	538,947	163,266	567,451	55.3%	584,059
Special Projects	60,000	13,865	6,143	39,992	33.3%	15,862
Equipment	5,000	-	-	5,000	0.0%	1,653
TOTAL EXPENSES	<u>2,482,012</u>	<u>1,211,036</u>	<u>169,409</u>	<u>1,101,568</u>	55.6%	<u>1,250,816</u>

CITY OF SANTA BARBARA
Interim Statement of Revenues and Expenses
For the Seven Months Ended January 31, 2012 (58.3% of Fiscal Year)

SELF INSURANCE TRUST FUND

	** Annual Budget	YTD Actual	Encum- brances	Remaining Balance	Percent of Budget	Previous YTD
REVENUES						
Insurance Premiums	2,547,084	1,485,799	-	1,061,285	58.3%	1,508,046
Workers' Compensation Premiums	2,500,000	1,458,333	-	1,041,667	58.3%	1,542,089
OSH Charges	182,894	-	-	182,894	0.0%	-
Investment Income	161,700	71,069	-	90,631	44.0%	105,942
Reimbursements	-	967	-	(967)	100.0%	316
Miscellaneous	-	2,110	-	(2,110)	100.0%	13,060
TOTAL REVENUES	5,391,678	3,018,279	-	2,373,399	56.0%	3,169,454
EXPENSES						
Salaries & Benefits	500,761	247,268	-	253,493	49.4%	221,463
Materials, Supplies & Services	4,860,238	2,713,748	183,972	1,962,518	59.6%	2,814,815
Special Projects	-	-	-	-	100.0%	100
Transfers-Out	3,694,328	2,154,804	-	1,539,524	58.3%	717,988
TOTAL EXPENSES	9,055,327	5,115,820	183,972	3,755,535	58.5%	3,754,366

*** The Self Insurance Trust Fund is an internal service fund of the City, which accounts for the cost of providing workers' compensation, property and liability insurance as well as unemployment insurance and certain self-insured employee benefits on a city-wide basis. Internal Service Funds charge other funds for the cost of providing their specific services.*

CITY OF SANTA BARBARA
Interim Statement of Revenues and Expenses
For the Seven Months Ended January 31, 2012 (58.3% of Fiscal Year)

INFORMATION SYSTEMS ICS FUND

	<u>Annual Budget</u>	<u>YTD Actual</u>	<u>Encum- brances</u>	<u>Remaining Balance</u>	<u>Percent of Budget</u>	<u>Previous YTD</u>
REVENUES						
Service charges	2,286,395	1,333,729	-	952,666	58.3%	1,336,757
Miscellaneous	-	1,209	-	(1,209)	100.0%	-
Operating Transfers-In	19,740	11,515	-	8,225	58.3%	-
TOTAL REVENUES	<u>2,306,135</u>	<u>1,346,453</u>	<u>-</u>	<u>959,682</u>	<u>58.4%</u>	<u>1,336,757</u>
EXPENSES						
Salaries & Benefits	1,502,407	859,048	-	643,359	57.2%	848,683
Materials, Supplies & Services	553,174	400,279	99,409	53,487	90.3%	364,914
Special Projects	3,700	3,686	1,315	(1,301)	135.2%	4,043
Equipment	276,637	68,647	56,449	151,541	45.2%	176,994
Appropriated Reserve	11,432	-	-	11,432	0.0%	-
TOTAL EXPENSES	<u>2,347,350</u>	<u>1,331,660</u>	<u>157,172</u>	<u>858,518</u>	<u>63.4%</u>	<u>1,394,634</u>

CITY OF SANTA BARBARA
Interim Statement of Revenues and Expenses
For the Seven Months Ended January 31, 2012 (58.3% of Fiscal Year)

WATERFRONT FUND

	<u>Annual Budget</u>	<u>YTD Actual</u>	<u>Encum- brances</u>	<u>Remaining Balance</u>	<u>Percent of Budget</u>	<u>Previous YTD</u>
REVENUES						
Leases - Commercial	1,332,869	898,212	-	434,657	67.4%	831,803
Leases - Food Service	2,352,254	1,536,278	-	815,976	65.3%	1,475,642
Slip Rental Fees	3,998,521	2,315,107	-	1,683,414	57.9%	2,245,257
Visitors Fees	463,000	250,319	-	212,682	54.1%	289,084
Slip Transfer Fees	425,000	360,650	-	64,350	84.9%	269,875
Parking Revenue	1,911,450	1,283,746	-	627,704	67.2%	1,147,821
Wharf Parking	244,000	146,224	-	97,776	59.9%	129,580
Other Fees & Charges	380,911	221,680	-	159,231	58.2%	225,865
Investment Income	185,859	88,414	-	97,445	47.6%	110,249
Rents & Concessions	301,173	201,619	-	99,554	66.9%	207,378
Grants	-	-	-	-	100.0%	4,256
Miscellaneous	155,000	97,741	-	57,259	63.1%	53,624
Operating Transfers-In	453,481	264,531	-	188,950	58.3%	-
TOTAL REVENUES	<u>12,203,518</u>	<u>7,664,520</u>	<u>-</u>	<u>4,538,998</u>	<u>62.8%</u>	<u>6,990,434</u>
EXPENSES						
Salaries & Benefits	5,461,051	3,173,560	-	2,287,491	58.1%	3,108,783
Materials, Supplies & Services	3,455,120	1,859,329	648,348	947,444	72.6%	1,782,878
Special Projects	137,020	45,022	45,000	46,998	65.7%	45,142
Debt Service	1,776,789	1,051,353	-	725,436	59.2%	1,042,388
Capital Outlay Transfers	934,483	545,115	-	389,368	58.3%	565,461
Equipment	117,500	53,289	571	63,640	45.8%	14,652
Other	-	2,540	-	(2,540)	100.0%	2,540
Appropriated Reserve	100,000	-	-	100,000	0.0%	-
TOTAL EXPENSES	<u>11,981,963</u>	<u>6,730,208</u>	<u>693,919</u>	<u>4,557,836</u>	<u>62.0%</u>	<u>6,561,843</u>

NOTE - These figures reflect the operating fund only. Though the capital fund is excluded, the current year contribution from the operating fund is shown in the Capital Transfers.

ORDINANCE NO.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SANTA BARBARA AMENDING CHAPTER 22.90 OF TITLE 22 OF THE SANTA BARBARA MUNICIPAL CODE IN ORDER TO DEFINE "NEW CONSTRUCTION" TO ALLOW THOSE HOMES WHICH EXISTED ON NOVEMBER 12, 2008, TO BE REBUILT WHEN THEY HAVE BEEN DESTROYED BY FIRE OR OTHER CASUALTY.

THE COUNCIL OF THE CITY OF SANTA BARBARA DOES ORDAIN AS FOLLOWS:

SECTION ONE: Section 22.90.030 of Chapter 22.90 of Title 22 of the Santa Barbara Municipal Code is amended to add a new subparagraph D which subparagraph reads as follows:

22.90.030 New Construction Prohibited; Exceptions.

A. All new construction is prohibited on the parcels which are located entirely or partially within the boundary of Slide Mass C, except as provided in this Chapter 22.90. The existing parcels located entirely or partially within Slide Mass C are identified in Section 22.90.050, Parcels Within Slide Mass C.

B. It shall be unlawful to erect, produce, permit, maintain or keep any new construction on a parcel which is located entirely or partially within the boundary of Slide Mass C, in violation of the provisions of this Chapter.

C. The following new construction is excepted from the prohibitions of this section:

(i) routine repairs and maintenance to residential structures and to road, drive, and utilities improvements,

(ii) remodeling of the interior of an existing residential structure, and;

(iii) additions to an existing building which do not exceed one hundred and fifty (150) square feet of enclosed area during any twenty four (24) month period.

D. As used in this section, the term "new construction" shall not include the construction of a home on any legal parcel located entirely within Slide Mass C where the parcel contained a home which was destroyed by fire or other casualty after November 12, 2008.

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SANTA BARBARA AUTHORIZING THE CITY ATTORNEY TO EXECUTE AMENDMENT NO. 3 TO AGREEMENT NO. 16,332 WITH BDC MANAGEMENT, AS AGENTS FOR THE OWNERS, TO EXTEND THE TERM OF THE LEASE FOR THE CITY ATTORNEY'S OFFICE AT 740 STATE STREET, SUITE 201, FROM FEBRUARY 1, 2012, TO JULY 31, 2017

THE COUNCIL OF THE CITY OF SANTA BARBARA DOES ORDAIN as follows:

SECTION 1. In accordance with the provisions of Section 521 of the Charter of the City of Santa Barbara, Amendment No. 3 to Agreement No. 16,332 between the City Attorney's office as tenant, and BDC Management, as Agents for the Owners, Atlantico, Inc., as landlord, is hereby approved in order to extend the term of the original 1991 lease for the City Attorney's offices located at 740 State Street, Suite 201, for a new term commencing in February 1, 2012, and ending in August, 2017. This Amendment provides office space for a period of five (5) years and five (5) months with an additional three (3) year option term which term is at the City's discretion.

SECTION 2. That the City Attorney is hereby authorized to execute the foregoing lease amendment agreement and any other documents necessary to give effect to such a lease extension for the City Attorney office space at 740 State Street.



Agenda Item No. _____

File Code No. 530.04

CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: March 13, 2012

TO: Mayor and Councilmembers

FROM: Engineering Division, Public Works Department

SUBJECT: Contract For Final Design For Conejo Road Repairs

RECOMMENDATION:

That Council authorize the Public Works Director to execute a City Professional Services contract with Penfield & Smith in the amount of \$39,765 for final design services for short-term repair of Conejo Road, and authorize the Public Works Director to approve expenditures of up to \$3,977 for extra services of Penfield & Smith that may result from necessary changes in the scope of work.

DISCUSSION:

BACKGROUND

As a result of continued movement of Slide Mass C in the Conejo Slide Area, the City hired Penfield & Smith (P&S) in October 2011 to prepare conceptual designs for potential short-term and long-term roadway improvements at two locations within the Conejo Slide Area. P&S was selected for the conceptual design work as part of the Request for Proposal (RFP) process. Consultants were rated based upon their qualifications, technical proposals, and understanding of the project. P&S was retained for this work through the City's standard Professional Services Agreement.

One of the locations for which P&S prepared a conceptual design for a short-term repair is on Conejo Road, a public road, at the intersection of Conejo Lane, a private road, and the hairpin turn immediately adjacent to the intersection (see Attachment). Due to the continued earth movement in the area, the connection from Conejo Road to Conejo Lane now exceeds the maximum slope of 16%, set by the Fire Department for emergency vehicle access. Similarly, the hairpin turn on Conejo Road, adjacent to the intersection with Conejo Lane, also exceeds a 16% slope (currently 20% slope), which limits accessibility by emergency vehicles. Furthermore, Conejo Road has moved outside of the City's right of way in this area as a result of the continual earth movement. The excessive road slope and the location of the road require it to be reconstructed.

On December 6, 2011, Council approved the contract with Cotton, Shires and Associates (CSA), geotechnical sub-consultants to P&S, in the amount of \$69,850 for the installation of inclinometers at three locations within the slide area. The instruments are being used to gather detailed data about the slide mass' characteristics, including the depth, rate, and direction of movement. CSA continues to monitor the inclinometers, and over the next several months P&S and CSA will begin developing conceptual designs for potential long-term repairs, based upon the results of the data.

PROJECT DESCRIPTION

P&S has developed a conceptual design for a short-term repair on Conejo Road in order to realign this portion of the road back within the City's right of way and to restore road slopes acceptable to the Fire Department. The repair consists of re-grading the roadway by importing lightweight fill material to raise the elevation of Conejo Road at its intersection with Conejo Lane, and at the adjacent Conejo Road hairpin turn in order to achieve slopes to meet emergency vehicle response. The design will incorporate considerations for drainage in an effort to divert storm water away from the slide area. The construction contract cost is estimated to be \$325,000 plus 10% for the change order allowance, which is customary for this type of work.

The proposed Conejo Road work will include a transition on Conejo Lane. As the final design is developed, staff will work with the homeowners to obtain construction easements as required. Staff will also determine whether or not a cost-sharing agreement with the Conejo Lane homeowners is necessary for the portion of the repairs on private property.

Staff acknowledges that this is a short-term repair that will require continued maintenance due to the ongoing movement of Slide Mass C in the Conejo Slide Area; however, this repair is necessary in order to maintain emergency vehicle access to the area

DESIGN PHASE CONSULTANT ENGINEERING SERVICES

Staff recommends that Council authorize the Public Works Director to execute a contract with P&S in the amount of \$39,765 for final design services. Because P&S has successfully completed the conceptual design process, staff recommends that P&S be retained to complete the final design for these repairs.

COMMUNITY OUTREACH

Over the past few months, staff has held several public meetings with the homeowners and residents in the Conejo Road area, regarding the ongoing earth movement in the area and potential upcoming repairs. On December 14, 2011 staff met with the Conejo Lane homeowners to review P&S's conceptual design plans for repairing Conejo Road at the intersection of Conejo Lane and the adjacent hairpin turn. The homeowners on Conejo Lane are directly impacted by the earth movement in the area because Conejo

Lane is accessed solely via Conejo Road. Staff will continue to meet with the Conejo Lane homeowners and residents throughout the design process and will ensure that adequate noticing to all homeowners and residents in the greater Conejo Road area is completed prior to award of the construction contract.

FUNDING

The following summarizes all estimated total Project costs:

ESTIMATED TOTAL PROJECT COST

Conceptual Design (P&S)	\$24,750
Installation of Inclinometers (CSA)	\$69,850
Final Design (P&S)	\$43,742
Other Design Costs - City staff, Environmental (Assessments, etc.)	\$75,000
Subtotal	\$213,342
Estimated Construction Contract w/Change Order Allowance	\$325,000
Estimated Construction Management/Inspection (by Contract or City)	\$32,500
Estimated Other Construction Costs (testing, etc.)	\$20,000
Subtotal	\$377,500
TOTAL PROJECT COST	\$590,842

There are sufficient appropriated funds in the Streets Fund to cover these costs. The money needed for this work will result in a corresponding reduction in pavement maintenance funding for a future Pavement Maintenance construction contract .

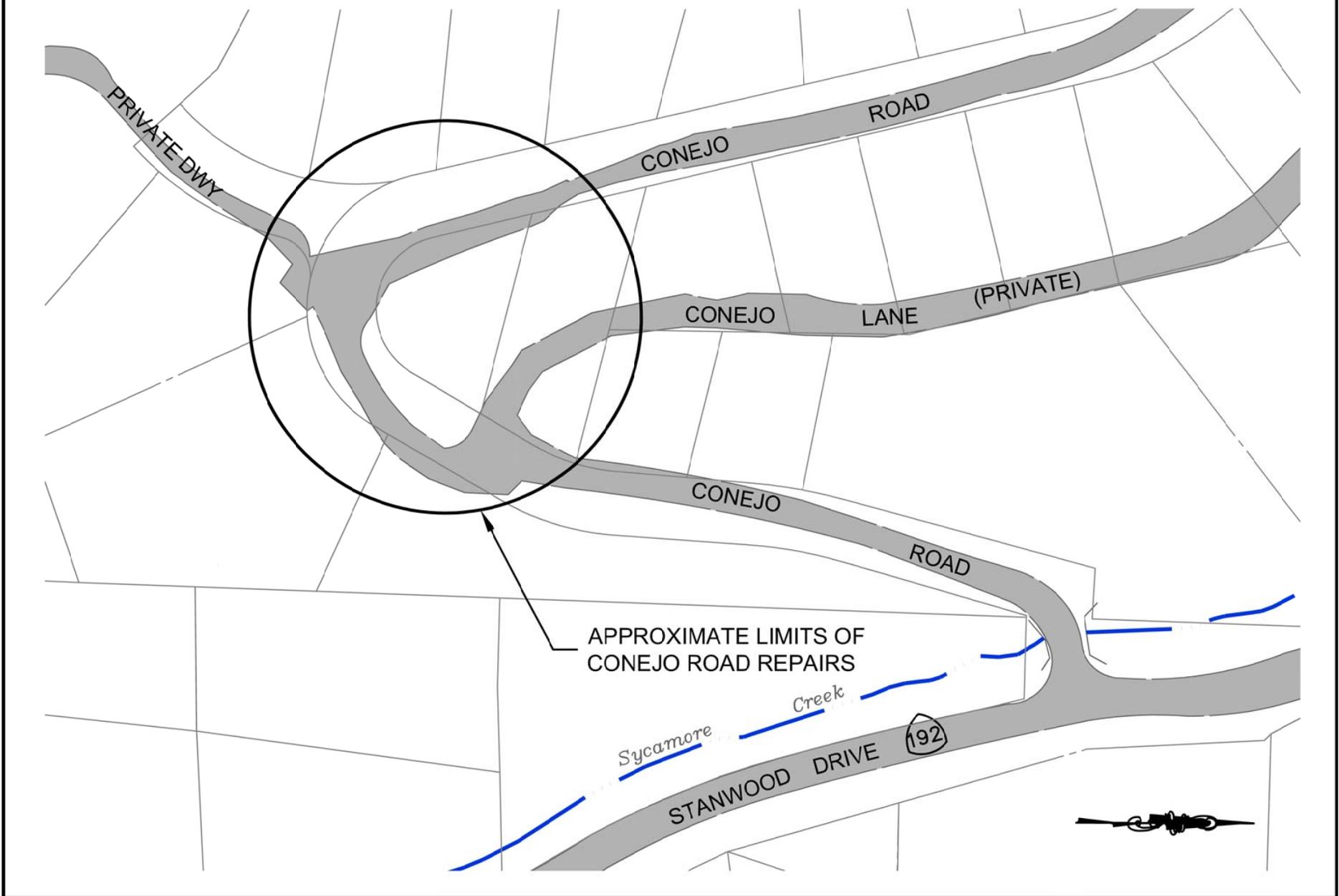
ATTACHMENT: Project Location Map

PREPARED BY: John Ewasiuk, Principal Civil Engineer/AS/sk

SUBMITTED BY: Christine F. Andersen, Public Works Director

APPROVED BY: City Administrator's Office

ATTACHMENT PROJECT LOCATION MAP





Agenda Item No. _____

File Code No. 550.08

CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: March 13, 2012

TO: Mayor and Councilmembers

FROM: Engineering Division, Public Works Department

SUBJECT: Contract For Construction For Santa Barbara Airport Short-Term Parking Lot Kiosk

RECOMMENDATION: That Council:

- A. Award a contract with Vernon and Associates, Inc., in their low bid amount of \$103,900 for construction of the Santa Barbara Airport Short-Term Parking Lot Kiosk, Bid No. 3658; and
- B. Authorize the Public Works Director to execute the contract and approve expenditures up to \$15,585 to cover any cost increases that may result from contract change orders for extra work and differences between estimated bid quantities and actual quantities measured for payment.

DISCUSSION:

PROJECT DESCRIPTION

The work consists of the installation of a parking kiosk in the new Santa Barbara Airport Airline Terminal Short-Term Parking Lot. Airport staff had originally planned for non-manned exits at the new short-term parking lot. However, since the short-term parking lots were temporarily reconfigured for the airline terminal project, it was discovered that the public is better served by a manned exit booth. Accordingly, this kiosk was designed to provide the public with the option of paying from an automatic checkout or through a manned kiosk.

CONTRACT BIDS

A total of three bids were received for the subject work, ranging as follows:

	BIDDER	BID AMOUNT
1.	Vernon and Associates, Inc. Santa Barbara	\$103,900
2.	EJS Construction, Inc. Carpinteria	\$113,000
3.	Newton Constriction San Luis Obispo	\$144,000

The low bid of \$103,900, submitted by Vernon and Associates, Inc., is an acceptable bid that is responsive to and meets the requirements of the bid specifications.

The change order funding recommendation of \$15,585, or 15%, is typical for this type of work and size of project.

FUNDING

This project is funded by the Airport. There are sufficient appropriated funds in the Airport Capital Fund to cover the cost of this Project.

The following summarizes the expenditures recommended in this report:

CONSTRUCTION CONTRACT FUNDING SUMMARY

	Basic Contract	Change Funds	Total
Vernon and Associates	\$103,900	\$15,585	\$119,485
TOTAL RECOMMENDED AUTHORIZATION			\$119,485

The following summarizes all Project design costs, construction contract funding, and other Project costs:

ESTIMATED TOTAL PROJECT COST

**Cents have been rounded to the nearest dollar in this table.*

Design by Contract	\$21,850
Design by City Staff	\$2,500
Subtotal	\$24,350
Construction Contract	\$103,900
Construction Change Order Allowance	\$15,585
Subtotal	\$119,485
Construction Management/Inspection (by City Staff)	\$2,500
Subtotal	\$2,500
TOTAL PROJECT COST	\$146,335

PREPARED BY: Owen Thomas, Supervising Engineer/LR/sk
SUBMITTED BY: Christine F. Andersen, Public Works Director
APPROVED BY: City Administrator's Office



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: March 13, 2012

TO: Mayor and Councilmembers

FROM: Engineering Division, Public Works Department

SUBJECT: Increase In Change Order Authority For Headworks Screening Replacement Project At El Estero Wastewater Treatment Plant

RECOMMENDATION: That Council:

- A. Authorize an increase in the Public Works Director's Change Order Authority to approve expenditures for extra work for the Headworks Screening Replacement Project at El Estero Wastewater Treatment Plant, Contract No. 23,881, in the amount of \$223,440, for a total contract expenditure authority of \$4,524,440;
- B. Authorize extra services amount with Carollo Engineering for construction support services for the Headworks Screening Replacement Project at El Estero Wastewater Treatment Plant, Contract No. 23,882, in the amount of \$4,192, for a total contract expenditure authority of \$224,192; and
- C. Authorize an increase in the extra services amount with Brown & Caldwell for design and construction support services for the Influent Pump Replacement Project, Contract No. 23,247, in the amount of \$40,522, for a total contract expenditure authority of \$380,394.

DISCUSSION:

BACKGROUND

Staff has identified an opportunity to avoid an estimated \$1.3 million in bypass pumping costs for the construction of the Influent Pump Replacement Project (IPS Project) by doing additional work as part of the already awarded Headworks Screening Replacement Project (Headworks Project).

Two major projects, Headworks and IPS, are currently underway for the El Estero Wastewater Treatment Plant (El Estero). The Headworks Project, currently in construction, will replace the existing screening system, whereas the IPS Project, currently in final design, will replace the four influent pumps that hydraulically convey screened wastewater approximately 70 feet in elevation from the headworks screening facility to the first of El Estero's treatment tanks.

Council Agenda Report

Increase In Change Order Authority For Headworks Screening Replacement Project At El Estero Wastewater Treatment Plant

March 13, 2012

Page 2

In reviewing the IPS Project's 90 percent construction cost estimate, staff noticed that approximately \$1.3 million would be spent in sewage bypass to facilitate installation of the new pumps. However, in late spring the Headworks Project contractor, Stanek, will be required to bypass pump sewage flows around both the headworks screening facility and IPS to facilitate installation of the new sluice gates. The installation of the IPS infrastructure, critical to the IPS bypass pumping (four suction valves, four discharge valves, four inlet suction hoods, and other minor work) can be installed during the headworks' planned bypass pumping. This will allow the future IPS contractor to install the four new pumps without any significant shutdowns, eliminate the need for bypass pumping as part of the IPS construction work, and reduce the IPS Project cost by an estimated \$1.3 million.

CURRENT STATUS

Currently, the Headworks Project is in the submittal and equipment procurement phase. Stanek is scheduled to start major construction in April 2012, and expected to substantially complete this project well ahead of schedule.

As a cost savings measure, staff recommends increasing Stanek's contract by \$223,440, so that the IPS infrastructure critical to the bypass pumping can be installed as part of the headworks planned bypass pumping.

In addition, staff recommends increasing the current Carollo Engineering (Carollo) contract by \$4,192. Carollo was the Headworks Project design engineer and is currently providing construction support services for the Headworks Project. The contract increase is to cover the out-of-scope work necessary for coordination with the IPS Project design engineer for the installation of the IPS infrastructure work added to the Headworks Project, cursory review of the associated shop drawing submittals, and incorporation of the affected work into the Headworks Project record drawing set.

Staff also recommends increasing the current Brown & Caldwell (B&C) design services contract for the IPS Project by \$40,522 to cover the out-of-scope work necessary to revise the IPS drawings and specifications, evaluate the reuse of two existing pump motors, provide odor control in the headworks' room, coordinate the motor control center, which will be installed as part of the Headworks Project, and provide additional project management support. The original extra services amount of \$25,500 has been reduced by \$16,519 for preparation of the headworks' Change Order package and to provide construction phase engineering support for the installation of the IPS infrastructure work. Staff recommends maintaining the remaining \$8,981 of original extra services to address any issues that may arise in the original design work.

BUDGET/FINANCIAL INFORMATION:

FUNDING

The following summarizes the expenditures recommended in this report:

HEADWORKS CONSTRUCTION CONTRACT FUNDING SUMMARY

	Base Contract	Change Order	Total
Initial Contract Amount (Stanek)	\$3,910,000	\$391,000	\$4,301,000
Proposed Increase (non-participating SRF work)	\$0	\$223,440	\$223,440
Totals	\$3,910,000	\$614,440	\$4,524,440

**HEADWORKS CONSTRUCTION SUPPORT SERVICES
 CONTRACT FUNDING SUMMARY**

	Base Contract	Extra Services	Total
Initial Contract Amount (Carollo)	\$200,000	\$20,000	\$220,000
Proposed Increase (non-participating SRF work)	\$0	\$4,192	\$4,192
Total	\$200,000	\$24,192	\$224,192

IPS DESIGN SERVICES CONTRACT FUNDING SUMMARY

	Base Contract	Extra Services	Total
Initial Contract Amount (B&C)	\$254,119	\$25,500	\$279,619
Previous Increase-March 15, 2011	\$0	\$60,253	\$60,253
Proposed Increase	\$0	\$40,522	\$40,522
Total	\$254,119	\$126,275	\$380,394

The following summarizes all Project design costs, construction contract funding, and other Project costs.

HEADWORKS ESTIMATED TOTAL PROJECT COST

Design	Subtotal	\$561,494
Construction Contract		\$3,910,000
Construction Change Order Allowance		\$614,440
Construction Management/Inspection (by City Staff)		\$91,157
Construction Management/Inspection (by Contract)		\$418,265
Design Support Services During Construction (by Contract)		\$224,192
Construction	Subtotal	\$5,258,054
	<i>Project Total</i>	\$5,819,548

There are sufficient appropriated funds in the Wastewater Fund to cover all remaining project costs.

PREPARED BY: Joshua Haggmark, Principal Civil Engineer/LA/sk

SUBMITTED BY: Christine F. Andersen, Public Works Director

APPROVED BY: City Administrator's Office

CITY OF SANTA BARBARA
REDEVELOPMENT AGENCY MINUTES

Regular Meeting
January 10, 2012
Council Chamber, 735 Anacapa Street

CALL TO ORDER

Chair Helene Schneider called the joint meeting of the Agency and the City Council to order at 2:00 p.m.

ROLL CALL

Agency members present: Dale Francisco, Frank Hotchkiss, Cathy Murillo, Randy Rowse, Bendy White, Chair Schneider.

Agency members absent: Grant House.

Staff present: Executive Director/Secretary James L. Armstrong, Agency Counsel Stephen P. Wiley, Deputy Director Paul Casey, Housing and Redevelopment Manager Brian Bosse, City Clerk Services Manager Cynthia M. Rodriguez.

PUBLIC COMMENT

No one wished to speak.

CONSENT CALENDAR (Item No. 1)

Motion:

Agency Members Francisco/White to approve the Consent Calendar as recommended.

Vote:

Unanimous voice vote.

1. Subject: Redevelopment Agency Fiscal Year 2012 Interim Financial Statements For The Five Months Ended November 30, 2011 (16)

Recommendation: That the Redevelopment Agency Board accept the Redevelopment Agency Fiscal Year 2012 Interim Financial Statements for the Five Months Ended November 30, 2011.

Action: Approved the recommendation (January 10, 2012, report from the Fiscal Officer).

ADJOURNMENT

Chair Schneider adjourned the meeting at 6:27 p.m.

SANTA BARBARA
REDEVELOPMENT AGENCY

SANTA BARBARA
CITY CLERK'S OFFICE

HELENE SCHNEIDER
CHAIR

CYNTHIA M. RODRIGUEZ, CMC
CITY CLERK SERVICES MANAGER



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: March 13, 2012

TO: Mayor and Councilmembers

FROM: Accounting Division, Finance Department

SUBJECT: Redevelopment Agency Fiscal Year 2012 Interim Financial Statements For The Seven Months Ended January 31, 2012

RECOMMENDATION:

That Council, acting as the successor agency to the City of Santa Barbara Redevelopment Agency, accept the Redevelopment Agency Fiscal Year 2012 Interim Financial Statements for the Seven Months Ended January 31, 2012.

DISCUSSION:

The interim financial statements for the seven months ended January 31, 2012 (58.3% of the fiscal year) are attached. The interim financial statements include budgetary activity in comparison to actual activity for the Redevelopment Agency's General, Housing, and Capital Projects Funds.

This will be the last interim financial report prepared for the Redevelopment Agency, as a result of its dissolution effective February 1, 2012.

ATTACHMENT: Redevelopment Agency Interim Financial Statements for the Seven Months Ended January 31, 2012

SUBMITTED BY: Robert Samario, Fiscal Officer

APPROVED BY: City Administrator's Office

REDEVELOPMENT AGENCY
OF THE
CITY OF SANTA BARBARA

INTERIM FINANCIAL STATEMENTS
FISCAL YEAR 2012
FOR THE SEVEN MONTHS
ENDED JANUARY 31, 2012

REDEVELOPMENT AGENCY OF THE CITY OF SANTA BARBARA
General Fund
Interim Statement of Revenues, Expenditures and Encumbrances
For the Seven Months Ended January 31, 2012 (58.3% of Fiscal Year)

	<u>Annual Budget</u>	<u>Year-to-date Actual</u>	<u>Encum- brances</u>	<u>Remaining Balance</u>	<u>Percent of Budget</u>
Revenues:					
Incremental Property Taxes	\$ 16,203,700	\$ 9,392,379	\$ -	\$ 6,811,321	57.96%
Investment Income	200,000	158,607	-	41,393	79.30%
Overnight Accommodation Mitigation Fee	1,500	770	-	730	0.00%
Rents	72,000	-	-	72,000	0.00%
Total Revenues	<u>16,477,200</u>	<u>9,551,756</u>	<u>-</u>	<u>6,925,444</u>	<u>57.97%</u>
Use of Fund Balance	1,339,020	781,068	-	-	58.33%
Total Sources	<u>\$ 17,816,220</u>	<u>\$ 10,332,824</u>	<u>\$ -</u>	<u>\$ 6,925,444</u>	<u>58.00%</u>
Expenditures:					
Material, Supplies & Services:					
Office Supplies & Expense	\$ 2,000	\$ 1,206	\$ -	\$ 794	60.30%
Mapping, Drafting & Presentation	250	-	-	250	0.00%
Janitorial & Hshld Supplies	100	-	-	100	0.00%
Minor Tools	100	-	-	100	0.00%
Special Supplies & Expenses	4,000	2,491	-	1,509	62.28%
Building Materials	100	-	-	100	0.00%
Equipment Repair	1,000	1,109	-	(109)	110.90%
Professional Services - Contract	787,354	363,299	2,560	421,495	46.47%
Legal Services	162,250	104,746	-	57,504	64.56%
Engineering Services	20,000	3,306	-	16,694	16.53%
Non-Contractual Services	12,000	870	-	11,130	7.25%
Meeting & Travel	7,500	502	-	6,998	6.69%
Mileage Reimbursement	300	-	-	300	0.00%
Dues, Memberships, & Licenses	16,000	13,262	-	2,738	82.89%
Publications	1,000	94	-	906	9.40%
Training	7,500	693	-	6,807	9.24%
Advertising	1,000	-	-	1,000	0.00%
Printing and Binding	1,000	102	-	898	10.20%
Postage/Delivery	1,000	827	-	173	82.70%
Duplicating	-	5	-	(5)	100.00%
Vehicle Fuel	1,300	391	-	909	30.08%
Total Supplies & Services	<u>1,025,754</u>	<u>492,903</u>	<u>2,560</u>	<u>530,291</u>	<u>48.30%</u>
Allocated Costs:					
Desktop Maint Replacement	20,435	11,920	-	8,515	58.33%
GIS Allocations	4,754	2,773	-	1,981	58.33%
Building Maintenance	1,650	963	-	687	58.36%
Planned Maintenance Program	3,984	2,324	-	1,660	58.33%
Vehicle Replacement	721	421	-	300	58.39%
Vehicle Maintenance	241	141	-	100	58.51%
Telephone	2,061	1,202	-	859	58.32%
Custodial	3,443	2,008	-	1,435	58.32%
Communications	2,878	1,679	-	1,199	58.34%
Property Insurance	5,095	2,972	-	2,123	58.33%
Allocated Facilities Rent	6,313	3,683	-	2,630	58.34%
Overhead Allocation	579,719	338,169	-	241,550	58.33%
Total Allocated Costs	<u>631,294</u>	<u>368,255</u>	<u>-</u>	<u>263,039</u>	<u>58.33%</u>
Special Projects	1,342,744	515,824	2,045	824,875	38.57%
Transfers	13,691,942	4,753,194	-	8,938,748	34.72%
Grants	1,036,986	3,509	24,502	1,008,975	2.70%
Equipment	6,000	211	-	5,789	3.52%
Fiscal Agent Charges	11,500	6,696	-	4,804	58.23%
Appropriated Reserve	70,000	-	-	70,000	0.00%
Total Expenditures	<u>\$ 17,816,220</u>	<u>\$ 6,140,592</u>	<u>\$ 29,107</u>	<u>\$ 11,646,521</u>	<u>34.63%</u>

REDEVELOPMENT AGENCY OF THE CITY OF SANTA BARBARA
Housing Fund
Interim Statement of Revenues, Expenditures and Encumbrances
For the Seven Months Ended January 31, 2012 (58.3% of Fiscal Year)

	<u>Annual Budget</u>	<u>Year-to-date Actual</u>	<u>Encum- brances</u>	<u>Remaining Balance</u>	<u>Percent of Budget</u>
Revenues:					
Incremental Property Taxes	\$ 4,050,900	\$ 2,348,095	\$ -	\$ 1,702,805	57.96%
Investment Income	60,000	61,828	-	(1,828)	103.05%
Interest Loans	200,000	383,928	-	(183,928)	191.96%
Miscellaneous	2,000	-	-	2,000	0.00%
Total Revenues	<u>4,312,900</u>	<u>2,793,851</u>	<u>-</u>	<u>1,519,049</u>	<u>64.78%</u>
Use of Fund Balance	<u>6,691,050</u>	<u>3,903,113</u>	<u>-</u>	<u>-</u>	<u>58.33%</u>
Total Sources	<u>\$ 11,003,950</u>	<u>\$ 6,696,964</u>	<u>\$ -</u>	<u>\$ 1,519,049</u>	<u>60.86%</u>
Expenditures:					
Material, Supplies & Services:					
Office Supplies & Expense	\$ 1,800	\$ 950	\$ -	\$ 850	52.78%
Special Supplies & Expenses	1,000	336	-	664	33.60%
Equipment Repair	500	1,109	-	(609)	221.80%
Professional Services - Contract	713,018	339,565	-	373,453	47.62%
Non-Contractual Services	2,000	1,520	-	480	76.00%
Meeting & Travel	1,000	1,745	-	(745)	174.50%
Dues, Memberships, & Licenses	1,500	900	-	600	60.00%
Training	2,000	-	-	2,000	0.00%
Printing and Binding	-	102	-	(102)	100.00%
Postage/Delivery	600	719	-	(119)	119.83%
Total Supplies & Services	<u>723,418</u>	<u>346,946</u>	<u>-</u>	<u>376,472</u>	<u>47.96%</u>
Allocated Costs:					
Desktop Maintenance Replacement	6,780	3,955	-	2,825	58.33%
GIS Allocations	3,170	1,849	-	1,321	58.33%
Building Maintenance	1,650	963	-	687	58.36%
Planned Maintenance Program	4,058	2,367	-	1,691	58.33%
Vehicle Replacement	482	281	-	201	58.30%
Vehicle Maintenance	96	56	-	40	58.33%
Telephone	1,030	601	-	429	58.35%
Custodial	3,507	2,046	-	1,461	58.34%
Communications	1,151	671	-	480	58.30%
Allocated Facilities Rent	6,432	3,752	-	2,680	58.33%
Overhead Allocation	111,359	64,959	-	46,400	58.33%
Total Allocated Costs	<u>139,715</u>	<u>81,500</u>	<u>-</u>	<u>58,215</u>	<u>58.33%</u>
Transfers	5,330	3,109	-	2,221	58.33%
Equipment	2,500	-	-	2,500	0.00%
Housing Activity	9,418,922	6,026,203	-	3,392,719	63.98%
Principal	490,000	490,000	-	-	100.00%
Interest	142,765	142,765	-	-	100.00%
Fiscal Agent Charges	1,300	1,265	-	35	97.31%
Appropriated Reserve	80,000	-	-	80,000	0.00%
Total Expenditures	<u>\$ 11,003,950</u>	<u>\$ 7,091,788</u>	<u>\$ -</u>	<u>\$ 3,912,162</u>	<u>64.45%</u>

REDEVELOPMENT AGENCY OF THE CITY OF SANTA BARBARA
Capital Projects Fund
Interim Statement of Revenues, Expenditures and Encumbrances
For the Seven Months Ended January 31, 2012 (58.3% of Fiscal Year)

	<u>Annual Budget</u>	<u>Year-to-date Actual</u>	<u>Encum- brances</u>	<u>Remaining Balance</u>	<u>Percent of Budget</u>
Revenues:					
Transfers-In	\$ 6,133,868	\$ 3,578,090	\$ -	\$ 2,555,778	58.33%
Total Revenues	6,133,868	3,578,090	-	2,555,778	58.33%
Use of Fund Balance	10,576,325	6,169,491	-	4,406,834	58.33%
Total Sources	\$ 16,710,193	\$ 9,747,581	\$ -	\$ 6,962,612	58.33%
Expenditures:					
Capital Outlay:					
Finished					
Phase II - E Cabrillo Sidewalks	\$ 54,688	\$ 26,156	\$ 3,584	\$ 24,948	54.38%
Panhandling Edu. & Alt. Giving	16,429	11,680	4,749	-	100.00%
Fire Station #1 EOC	1,721	-	-	1,721	0.00%
Fire Station #1 Remodel	7,179	7,147	-	32	99.55%
Soil Remediation - 125 State St	2,380	263	-	2,117	11.05%
Construction Phase					
Chase Palm Park Light/Electric	536,489	62,584	204,551	269,354	49.79%
Plaza Del Mar Restroom Renovation	204,046	14,095	150,000	39,951	80.42%
Pershing Park Restroom Renovation	115,041	10,168	120,461	(15,588)	113.55%
Chase Palm Park Playground Replcmt	200,000	-	-	200,000	0.00%
DP Structure (9,10) Const. Imprvmt	1,258,440	31,404	901,543	325,493	74.14%
Lower West Downtown Street Lighting	726,512	346,308	302,601	77,603	89.32%
Design Phase					
Parking Lot Capital Improvements	179,890	35,909	50,300	93,681	47.92%
Library Plaza Renovation	68,478	44,523	23,955	-	100.00%
Planning Phase					
PD Locker Room Upgrade	6,989,173	447,461	268,776	6,272,936	10.25%
PD Annex Lease Cost	152,580	160,895	-	(8,315)	105.45%
925 De La Vina Rental Costs	81,432	81,432	-	-	100.00%
RDA Project Contingency Account	5,821,247	-	-	5,821,247	0.00%
Cabrillo Pav Arts Ctr Assessment St	248,898	76,095	176,285	(3,482)	101.40%
On-Hold Status					
State St Pedestrian Amenities Pilot	45,570	-	2,060	43,510	4.52%
Total Expenditures	\$ 16,710,193	\$ 1,356,120	\$ 2,208,865	\$ 13,145,208	21.33%

REDEVELOPMENT AGENCY OF THE CITY OF SANTA BARBARA
RDA Bonds - Series 2001A
Interim Statement of Revenues, Expenditures and Encumbrances
For the Seven Months Ended January 31, 2012 (58.3% of Fiscal Year)

	<u>Annual Budget</u>	<u>Year-to-date Actual</u>	<u>Encum- brances</u>	<u>Remaining Balance</u>	<u>Percent of Budget</u>
Revenues:					
Investment Income	\$ -	\$ 139	\$ -	\$ (139)	100.00%
Transfers-In	-	703,093	-	(703,093)	100.00%
Total Revenues	-	703,232	-	(703,232)	100.00%
Use of Fund Balance	1,968,801	1,148,461	-	820,340	58.33%
Total Sources	<u>\$ 1,968,801</u>	<u>\$ 1,851,693</u>	<u>\$ -</u>	<u>\$ 117,108</u>	94.05%
Expenditures:					
Interest	\$ -	\$ 703,093	\$ -	(703,093)	100.00%
Principal	-	-	-	-	
Total Non-Capital Expenditures	-	703,093	-	(703,093)	100.00%
Capital Outlay:					
Finished					
East Cabrillo Blvd Sidewalks	\$ -	\$ 38	\$ -	\$ (38)	100.00%
Brinkerhoff Lighting	4,100	727	-	3,373	17.73%
Planning Phase					
Mission Creek Flood Control @ Depot	1,964,701	-	-	1,964,701	0.00%
Total Expenditures	<u>\$ 1,968,801</u>	<u>\$ 703,858</u>	<u>\$ -</u>	<u>\$ 1,264,943</u>	35.75%

REDEVELOPMENT AGENCY OF THE CITY OF SANTA BARBARA
RDA Bonds - Series 2003A
Interim Statement of Revenues, Expenditures and Encumbrances
For the Seven Months Ended January 31, 2012 (58.3% of Fiscal Year)

	<u>Annual Budget</u>	<u>Year-to-date Actual</u>	<u>Encum- brances</u>	<u>Remaining Balance</u>	<u>Percent of Budget</u>
Revenues:					
Investment Income	\$ -	\$ 640	\$ -	\$ (640)	100.00%
Transfers-In	-	447,040	-	(447,040)	100.00%
Total Revenues	-	447,680	-	(447,680)	100.00%
Use of Fund Balance	11,220,975	6,545,535	-	4,675,440	58.33%
Total Sources	<u>\$ 11,220,975</u>	<u>\$ 6,993,215</u>	<u>\$ -</u>	<u>\$ 4,227,760</u>	62.32%
Expenditures:					
Interest	\$ -	\$ 447,040	\$ -	\$ (447,040)	100.00%
Principal	-	-	-	-	
Total Non-Capital Expenditures	-	447,040	-	(447,040)	100.00%
Capital Outlay:					
Finished					
West Beach Pedestrian Improvements	\$ 221,331	\$ 7,625	\$ 128,653	\$ 85,053	61.57%
Westside Center Park Improvement	-	515	-	(515)	100.00%
West Downtown Improvement	288,259	-	-	288,259	0.00%
Carrillo Rec Ctr Restoration	1,562,008	97,570	34,704	1,429,734	8.47%
Construction Phase					
Helena Parking Lot Development	360,892	271,704	92,021	(2,833)	100.78%
Fire Department Administration	2,787,871	1,855,185	299,424	633,262	77.29%
DP Structure #2, 9, 10 Improvements	22,719	-	14,259	8,460	62.76%
Design Phase					
Plaza De La Guerra Infrastructure	2,158,039	37,637	57,297	2,063,105	4.40%
Chase Palm Park Restroom Renovation	185,687	2,862	-	182,825	1.54%
Library Plaza Renovation	97,244	36,550	51,514	9,180	90.56%
Artist Workspace	524,692	-	-	524,692	0.00%
Planning Phase					
Mission Creek Flood Control @ Depot	535,299	-	-	535,299	0.00%
Mission Creek Flood Control - Park Development	727,086	-	-	727,086	0.00%
Chase Palm Park Wisteria Arbor	835,000	-	-	835,000	0.00%
On-Hold Status					
Visitor Center Condo Purchase	500,000	-	-	500,000	0.00%
Lower State Street Sidewalks	335,000	-	-	335,000	0.00%
Downtown Sidewalks	79,848	120	-	79,728	0.15%
Total Expenditures	<u>\$ 11,220,975</u>	<u>\$ 2,756,808</u>	<u>\$ 677,872</u>	<u>\$ 7,786,295</u>	30.61%



Agenda Item No. _____

File Code No. 140.07

CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: March 13, 2012

TO: Mayor and Councilmembers

FROM: City Administrator's Office

SUBJECT: Council Liaison To The Housing Authority Commission

RECOMMENDATION:

That Council consider a change to the appointment of the Liaison to the Housing Authority Commission.

DISCUSSION:

On January 24, 2012, Council appointed Councilmember Randy Rowse as the Liaison to the Housing Authority Commission. Councilmember Rowse has since discovered that, due to scheduling conflicts, he is unable to attend the Housing Authority meetings on a regular basis, and he has asked that another Councilmember replace him in this role.

Councilmember Cathy Murillo has expressed an interest in the appointment and is available to attend the Housing Authority Commission meetings.

PREPARED BY: Jennifer Jennings, Administrator's Office Supervisor

SUBMITTED BY: Jim Armstrong, City Administrator

APPROVED BY: City Administrator's Office



Agenda Item No. _____

File Code No. 180.02

CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: March 13, 2012

TO: Mayor and Councilmembers

FROM: Administration Division, Finance Department

SUBJECT: Presentation From The Santa Barbara Conference And Visitors Bureau And Film Commission

RECOMMENDATION:

That Council receive a presentation from the Santa Barbara Conference and Visitors Bureau and Film Commission.

DISCUSSION:

For many years, the City has maintained an annual contract with the Santa Barbara Conference and Visitors Bureau and Film Commission (CVB) to promote tourism for the City of Santa Barbara. On June 28, 2012, the City Council approved Agreement Number 23,817 with CVB for the Fiscal Year 2012. The agreement provides funding in the amount of \$1,349,535 designed to help support administration, advertising, consumer and trade information services, public relations, sales, and the Film Commission expenses.

Kathy Janega-Dykes, President/CEO of the CVB, will give a presentation regarding the role of the Bureau, achievements over the past year, and their marketing strategy for the upcoming year.

PREPARED BY: Jill Taura, Treasury Manager

SUBMITTED BY: Robert Samario, Finance Director

APPROVED BY: City Administrator's Office



Agenda Item No. _____

File Code No. 630.01

CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: March 13, 2012

TO: Mayor and Councilmembers

FROM: City Administrator's Office

SUBJECT: Request From Mayor Schneider and Councilmember House Regarding Single-Use Bag Ordinance.

RECOMMENDATION:

That Council consider a request from Mayor Schneider and Councilmember House regarding a single-use bag ordinance.

DISCUSSION:

Attached is a memo from Mayor Schneider and Councilmember House regarding their request to have Council consider a single-use bag ordinance. Also attached, for your information, is a staff report from the Environmental Services Division of the Finance Department regarding the status of this subject.

ATTACHMENTS:

1. Memo From Mayor Schneider and Councilmember House
2. Staff Report from the Finance Department

PREPARED BY: Marcelo Lopez, Assistant City Administrator

SUBMITTED BY: James L. Armstrong, City Administrator

APPROVED BY: City Administrator's Office



CITY OF SANTA BARBARA

Memorandum

AGENDA DATE: March 13, 2012

TO: James L. Armstrong, City Administrator

FROM: Mayor Helene Schneider
Councilmember Grant House

SUBJECT: Request to Place an Item on a Council Agenda Regarding a Single-Use Bag Ordinance

Pursuant to Council Resolution No. 09-097 regarding the Conduct of City Council Meetings, we request that an item be placed on the Santa Barbara City Council Agenda regarding a Single-Use Bag Ordinance

Summary of information to be presented:

To receive a presentation from the Where's Your Bag Campaign, from the Community Environmental Council (CEC), B.E.A.C.O.N., and other single-use bag coalition members about changes in California legal rulings and new ordinances pertaining to single-use bags, including but not limited to:

- The City of Santa Barbara's actions to date including the Where's Your Bag educational campaign.
- The California Supreme Court decision upholding the Manhattan Beach plastic bag ordinance in July 2011.
- The nineteen ordinances in the State of California affecting 40 jurisdictions regulating single-use bags.
- Santa Clara County, Marin County, San Jose, and expansions of LA County and Long Beach ordinances that have been put into effect as recently as January 1, 2012.
- Millbrae City Council's adoption of a single-use bag ordinance on February 15 restricting the use of single-use plastic bags and letting single-use paper bags that meet specific requirements to be sold for 10 cents each.
- San Luis Obispo County's January 2012 ordinance regarding the use of plastic bags in the unincorporated areas of the county and all seven cities banning plastic check-out bags and placing a minimum 10-cent charge for paper check-out bags in supermarkets, pharmacies, large stores, and convenience stores.

Memorandum

Request to Place an Item on a Council Agenda Regarding a Single-Use Bag Ordinance

March 6, 2012

Page 2

- The California Grocers Association (CGA) support for an ordinance that models San Luis Obispo's recently passed ordinance.
- B.E.A.C.O.N.'s offer to be the lead agency for a shared-cost regional environmental impact report (E.I.R.) that would significantly reduce the cost of the City conducting its own E.I.R.

Statement of Specific Action:

The specific action to be taken by the City Council at this meeting will be to reconsider the current City Council direction regarding a mandatory Where's Your Bag ordinance and a ballot measure in 2013; to initiate the process to replace it with a single-use bag ordinance; and to direct the Ordinance Committee to review the current information available regarding the regulation of single use plastic and paper bags including but not limited to the recently passed San Luis Obispo County plastic bag ban and return with a recommended ordinance for Council approval.

Statement of the Reasons Why it is Appropriate and Within the Jurisdiction of the Council to Consider this Subject Matter and to Take the Requested Action:

A discussion of this subject is appropriate and within the jurisdiction of the City Council because it is consistent with existing policies and in the City's interest to reduce waste, promote the use of reusable shopping bags, and ensure our creeks, beaches, and the ocean are kept clean and free of ambient waste such as single-use plastic bags.

We are requesting that this be scheduled for an upcoming Council meeting, preferably March 13, 2012.

cc: Mayor and Council
City Attorney
Community Development Director



CITY OF SANTA BARBARA

STAFF REPORT

DATE: March 13, 2012

TO: Mayor and Councilmembers

FROM: Finance Department, Environmental Services Division

SUBJECT: Single-Use Bag Ordinance

DISCUSSION :

Mayor Schneider and Councilmember House have submitted a request to consider a single-use bag ordinance. The purpose of this Council Agenda Report (CAR) is to provide supplemental information regarding this issue. Detailed information on the single-use bag issue is included in the February 1, 2011 and July 12, 2011 Council Agenda Reports and is therefore not included in this report.

Where's Your Bag? Program

The goal of the voluntary *Where's Your Bag?* (WYB) education program is to encourage people to bring reusable bags whenever they shop. At its inception in 2009, WYB partners successfully recruited ten local grocery stores. Participating grocery stores were provided with educational materials, staff training, parking lot signs, and tabling events where free reusable bags were given away to store patrons. The campaign also produced media releases, public service announcements, and held "Prize Patrol" events to further educate the public on the environmental benefits of reusable bags. To date, 7,100 reusable bags have been distributed through the program free of charge.

The public education and outreach components of the WYB campaign were successful, as the reusable bag message has raised public awareness through numerous media outlets. However, education within the grocery stores has proved to be ineffective. Despite initial enthusiasm from participating stores at the onset of the program, most stores did not incorporate all of the program elements into their daily operations, and did not see the hoped for behavior change by store patrons. The exceptions were Tri-County Produce, Lazy Acres and Scolari's, where store managers worked closely with staff to implement all program elements. These stores have observed increases in reusable bag usage by customers. Los Angeles County, noting similar results, discontinued its voluntary program and eventually adopted an ordinance to ban single-use bags and to impose a fee on paper bags. However, the Los Angeles County Ordinance is currently being challenged in Los Angeles Superior Court in a writ of mandate action to have it declared unconstitutional in violation of Prop 218 (Article XIII (C) of the State Constitution) with a Superior Court ruling expected this month.

Council Direction

On July 12, 2011, Council received a presentation from staff outlining the options for reducing single-use bags. At this meeting, Council directed staff to: (1) work with the Ordinance Committee to develop an ordinance making elements of the voluntary Where's Your Bag? program mandatory; and, (2) prepare the documents needed for the City Council to place a ballot measure to assess a regulatory tax on plastic bags, paper bags, or both on the next regularly scheduled election (November 2013), As per Council direction, staff has been working on development of a mandatory education ordinance.

Staff has been advised that the City Attorney's office is preparing a summary of the current litigation pending against those cities and counties which have recently enacted bag ordinances and it will be provided separately to the Council.

PREPARED BY: Matt Fore, Environmental Services Manager

SUBMITTED BY: Bob Samario, Finance Director

APPROVED BY: City Administrator's Office



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: March 13, 2012

TO: Mayor and Councilmembers

FROM: Recreation Division, Parks and Recreation Department

SUBJECT: Interview And Appointment Of Youth Intern Applicants To Community Development and Human Services Committee and Library Board

RECOMMENDATION: That Council:

- A. Interview applicant Elizabeth Linn for appointment as a Youth Intern to the Community Development and Human Services Committee; and
- B. Interview applicant Eileen Saltman for appointment as a Youth Intern to the Library Board.

DISCUSSION:

On February 7, 1995, the City Council adopted Resolution No. 95-025 that established a Youth Intern Program for Charter Boards and Commissions. The Resolution was established to expand the opportunities for City youth residents to participate in the City's governmental and advisory role process.

On June 6, 2000, Council adopted Resolution 00-044 rescinding Resolution No. 95-025. The new resolution extended the Youth Intern Program to high school student volunteers who reside within the Santa Barbara High School District or attend other high schools within the City limits. Participating students learn about City government and how City departments function in providing public services.

Elizabeth Linn

Elizabeth Linn has applied to serve as a youth intern with the Community Development and Human Services Committee. Ms. Linn is a senior at Dos Pueblos High School with a strong commitment to and an interest in the community, and a desire to contribute her ideas.

Her letter of recommendation states that she is an excellent student both academically and as a contributor to the school campus. Ms. Linn has attended the Community Development and Human Services Committee meeting, and members have expressed their interest in having a Youth Intern.

Eileen Saltman

Eileen Saltman has applied to serve as a youth intern to the Library Board. Ms. Saltman is a junior at Dos Pueblos High School with a wide variety of interests and activities in the community.

Her letter of recommendation states that she, through her coursework and extra-curricular activity, shows a strong interest in civic affairs and that her Mock Trial involvement will serve her well in her participation in local government issues.

The Library Board has expressed an interest in having a Youth Intern.

Staff is confident that Elizabeth Linn and Eileen Saltman will be excellent additions to the Community Development and Human Services Committee and the Library Board, respectively.

- ATTACHMENTS:**
1. Elizabeth Linn Youth Intern Application and Letter of Recommendation
 2. Eileen Saltman Youth Intern Application and Letter of Recommendation

PREPARED BY: Susan C. Young, Neighborhood and Outreach Services Supervisor

SUBMITTED BY: Nancy L. Rapp, Parks and Recreation Director

APPROVED BY: City Administrator's Office

YOUTH INTERN APPLICATION FOR APPOINTMENT TO CITY ADVISORY GROUP

ATTACHMENT 1

Parks & Recreation Department
 TEEN PROGRAMS DIVISION
 P. O. Box 1990
 Santa Barbara, CA 93101
 (805) 897-2650

Name: <u>Elizabeth Y. Linn</u>		Grade: <u>Senior</u>	Age: <u>17</u>
Residence: <u>6231 Momouth Avenue</u>		City: <u>Goleta</u>	Zip: <u>93117</u>
Email Address: <u>elizabeth.y.linn@gmail.com</u>		High School: <u>Dos Pueblos High School</u>	
Parent/Guardian: <u>Leefen Linn</u>		Phone	
Number: <u>(805) 964 3819</u>			
Emergency Contact: <u>Richard Linn</u>		Phone	
Number: <u>(805) 284 2026</u>			
High School: <u>Dos Pueblos High School</u>		Recommender: <u>Mr. Jeff Sofro</u>	

I. Advisory Body/Commission Applied for (list them in order of preference)

1. Sister Cities Board
2. Community Development & Human Services Board
3. Planning Commission

Are you able to provide the two-hour commitment per month? Yes No

II. Are you active in any clubs on campus? Yes No If yes, please list:

President of Ballroom club (and instructor), President of
Good Food Club, Vice President of Chinese Culture Club.

III. Extracurricular activities (On & Off Campus)

Piano, Cafe volunteer work, Student Senate, office Assistant,
Mentor of The Academy.

IV. Reasons you believe you should be appointed to this group (Please use separate page.)

ATTACHMENT 1

Recommender's Signature MM - Jeff S. fro Date: 8-31-11

I have read Resolution No. 93-134 of the Council of the City of Santa Barbara and if appointed, will follow it in the conduct of my duties.

Applicant's Signature [Signature] Date: 8-31-11

Date Received: _____ Date distributed to Mayor /Council
offices: _____

Dates

Interviewed: _____

If appointed: Date: _____ Term Expires: _____

I grew up in a very strong Asian background and travel to Taiwan about every couple years. Both of my parents are immigrants from Taiwan and have brought me to understand Taiwanese and to speak fluently in Mandarin. Since I am the first generation from my family to grow up in America, I understand the many cultural differences, and my experiences and recollections can be used in the Sister Cities Board to avoid many misunderstandings Santa Barbara may have with other cities from around the world. I also have developed a strong interest in researching and reading about different cultures across the world, which has made me attracted to applying for the internship for the Sister Cities Board. If I am appointed to the Sister Cities Board, I can bring many new creative ideas to the table as well as my knowledge about the Asian culture. I also have experienced giving tours to new incoming students from Asia and other places in my school and found it exciting to develop new friendships with people with different and similar cultural backgrounds. Recently, I have also been appointed Vice President of our school's Chinese Culture Club; we teach club members about Chinese culture and integrate food and fun with the learning.

Helping other has always been a passion of mine since I enjoy seeing others happy and less burdened. I also find pleasure researching and analyzing food safety which makes me more eligible for this board since it involves with food safety. I am part of the Wellness Committee in the School District and the President of the Good Food Club which makes sure that our school is keeping their food to the right nutrition levels the government set. Serving others is also one of the many things I take delight in as well. I volunteer occasionally at a church cafe and often give food to those who have low income and cannot pay. When I work, I am very dedicated – some even call me a workaholic because I cannot put down what I have not finished. I am glad to live in such an area where strangers are nice and forgiving; and that is because our leaders have put their hearts into this community to make it pleasant to live in, and I will now like to contribute part of myself to keep on building our city to be an even better place for the next generation to live in. I know that I will have new ideas and many inputs for the Community Development and Human Services Board. And since I am a youth, I can represent what the youth wants and how the youth sees our city.

My parents raised me to respect and nurture the land I live on. We have a garden that we work on very often and it taught me that anything alive needs love. However, I also know the balance between overly protective of our environment, and the safety of trimming our natural surroundings. For awhile, I was very interested in architecture and interior design, which brought me to read and learn about building structures – but mostly designing and how to make rooms look more sophisticated. A few adults have told me that I had a gift for designing. If I am appointed to the Planning Commission, I can help input creative ideas for Santa Barbara's new buildings, design, and environmental layouts.



DOS PUEBLOS HIGH SCHOOL

ATTACHMENT 1

SANTA BARBARA HIGH SCHOOL DISTRICT
7266 ALAMEDA AVENUE, GOLETA, CALIFORNIA 93117
(805) 968-2541 • FAX: (805) 968-2891 • WWW.DPHS.ORG

NATIONAL BLUE RIBBON SCHOOL • CALIFORNIA DISTINGUISHED SCHOOL

September 9, 2011

To Whom It May Concern:

It is my pleasure to write to you on behalf of Elizabeth Linn. As her counselor at Dos Pueblos High School, I can attest to her excellent standing both academically and as a contributor to our campus. She is gracious, capable, motivated and respectful. I enthusiastically recommend her to be considered for a youth intern position. Please call me with any questions or concerns.

Sincerely,

Jeff Sofro,
Counselor
(805)968-2541 ext. 238

it in the conduct of my duties.

Applicant's Signature

Date:

Date Received:

Date distributed to Mayor /Council offices:

Dates Interviewed:

If appointed: Date:

Term Expires:



Dos Pueblos High School

National Blue Ribbon School | California Distinguished School

To the Selection Committee:

I am writing to recommend Eileen Saltman for an internship at the Planning Commission. Eileen is an outstanding student who has challenged herself with a rigorous course load and achieved a GPA of 3.96. Eileen's course history and extra-curricular involvement demonstrate her curiosity about the world around her and her interest in civic affairs. Specifically, Eileen's involvement in Marching Band and Mock Trial will serve her very well as an observer of and participant in the administration of local government.

I am fully supportive of Eileen's desire to work with the Planning Commission. I know it will be an invaluable experience for her growth and will help to develop her as a productive future citizen. Please feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Shawn Carey".

Shawn Carey

- HOME OF THE CHARGERS -

7266 Alameda Avenue | Goleta, CA 93117 | www.dpshs.org | 805.968.2541 | Fax 805.968.2891



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: March 13, 2012

TO: Mayor and Councilmembers

FROM: Recreation Division, Parks and Recreation Department

SUBJECT: Santa Barbara Youth Council's 2011 Youth Impact Award

RECOMMENDATION: That Council recognize the Santa Barbara Youth Council for being one of the recipients of the 2011 Youth Impact Award.

DISCUSSION:

The KIDS Network is a county-wide umbrella organization created by the Board of Supervisors in 1991. It is an advisory body on children and family issues formed to coordinate services and strategically determine priority needs and concerns in the areas of human services, health, education, and juvenile justice for children and families. As part of its annual mission, the KIDS Network recognizes young people who have contributed to and made a significant positive impact on their community. This year, the Santa Barbara Youth Council was one of the recipients of this noteworthy award. The awards were presented on February 29, 2012 at the County Education Office.

The Santa Barbara Youth Council was recognized for its long-standing volunteer services, resilience, and demonstration of transforming challenging situations into positive impacts for the community, such as their contributions to Skater's Point, the Teen Alley, and Twelve35 Teen Center. Among the accomplishments they were recognized for was dedicating over 2,000 hours annually in community service projects for the City as well as collaborations with other non-profit agencies such as Domestic Violence Solutions, Coalition Against Gun Control, Endowment for Youth Committee, Friday Night Live, CADA, and Future Leaders of America.

The Youth Council was also recognized for their participation in the creation of the City of Santa Barbara's Social Host Ordinance, and for their Youth Speak Outs on suicide, bullying, teen rights, and underage drinking. The contributions that they have made will outlive the term of any one Youth Council member, and what they do annually has a long range impact on the community at large.

Receiving an honorable mention at the Youth Impact awards ceremony was Michael Yi, Youth Intern for the Parks and Recreation Commission.

PREPARED BY: Susan C. Young, Supervisor, Neighborhood and Outreach Services

SUBMITTED BY: Nancy L. Rapp, Parks and Recreation Director

APPROVED BY: City Administrator's Office



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: March 13, 2012

TO: Mayor and Councilmembers

FROM: Recreation Division, Parks and Recreation Department

SUBJECT: Proposal To Formally Establish The Santa Barbara Youth Council As A City Advisory Committee

RECOMMENDATION: That Council:

- A. Formally establish the Santa Barbara Youth Council as a City Advisory Committee; and
- B. Adopt, by reading of title only, A Resolution of the Council of the City of Santa Barbara Establishing the Santa Barbara Youth Council.

DISCUSSION:

The Santa Barbara Youth Council has served in an advisory role to the Park and Recreation Commission and City Council for over 17 years. A review of City documents shows the Youth Council was never formally adopted by City Resolution as a City Advisory Committee as other advisory boards and commissions have been.

A group of stakeholders was convened to review the intent of the Youth Council and develop recommendations whereby the City Council would formally establish the Youth Council as a youth advisory board consistent with the City Charter.

The stakeholders included:

- Lesley Wiscomb, Chair, Parks and Recreation Commission
- Rocky Jacobson, Commissioner, Parks and Recreation Commission
- Cesar Trujillo, Member, Neighborhood Advisory Council
- Morgan Lunt, 2nd Vice Chair, Santa Barbara Youth Council (2011)
- Carole Green, Parliamentarian, Santa Barbara Youth Council (2011)
- Ivette Gil, Chair, Santa Barbara Youth Council (alternate) (2012)
- Sarah Hanna, Programs Manager, Parks and Recreation Department
- Susan Young, Neighborhood and Outreach Services Supervisor and Staff Advisor to the Santa Barbara Youth Council

The stakeholder group's draft Proposal to Formally Establish the Santa Barbara Youth Council as a City Advisory Committee was approved by the Youth Council and the Parks and Recreation Commission.

Youth Council Background

Over the last several years, Youth boards, commissions or councils have grown in popularity in cities across the nation. The National League of Cities lists over 140 local youth councils throughout the nation. Adult change makers have found these entities are an effective way to involve youth in shaping policy, improving services, and developing youth leaders. The City of Santa Barbara has also utilized youth leaders in such service.

In 1991, the City Council created a Youth Task Force in response to heightened concerns about the needs of youth. Out of the discussions from this Youth Task Force came a recommendation, among others, to provide a method for young people to have a voice in government through a Youth Council, town meetings, or youth representation on City boards and commissions. In 1994, the City created the United Youth Empowered (UYE), a youth leadership group, which functioned as a voice for teens by facilitating youth forums, publishing a youth magazine, and assisting with the planning of teen activities.

In 1997, UYE began to be identified as the Santa Barbara Youth Council, functioning as an advisory board for the Park and Recreation Department's Teen Programs and actively participating in the development of public policy by working with the City Council and other local officials. The Youth Council has continued to function as an advisory board to the City Council, the Parks and Recreation Commission and other boards and commissions in the City. The Youth Council was instrumental in helping draft policy for a social host ordinance adopted by local jurisdictions including the City of Santa Barbara, conducting youth forums on issues such as graffiti, teen rights, and bullying, and assisting in the development of the City's skate park and Twelve35 teen center.

Proposal to Formally Establish the Youth Council

Over six meetings the stakeholder group finalized the draft Proposal to Formally Establish the Santa Barbara Youth Council as a City Council Advisory Committee. The stakeholder group was charged with reviewing and establishing the purpose, duties, membership, appointments, organization, terms and format of the Youth Council which would be forwarded to the Youth Council, Parks and Recreation Commission and to the City Council for consideration.

Summary of Proposed Changes

The essential purpose and duties of the Youth Council are not proposed to change in any significant way. The key changes as proposed include the following:

Membership	Reduced from 17 to 15 members. To encourage diversity and expand leadership opportunities, member composition was expanded to include alternative, community and continuation high schools, and the requirement that 8 of the 15 be City residents.
Application, Interview, and Appointments	Application, interview and appointments of new Youth Council members shifted from Youth Council to City Council. See Youth Council Appointment Process below.
Meetings	Changed from holding at least two regular meetings per month to minimum of once per month, plus any additional meetings as determined by Youth Council action.
Term	Currently, Youth Council members serve from time of appointment until resignation, removal or graduation from 12 th grade. Proposed that members will serve a two-year term, and may be appointed to multiple terms.

Youth Council Appointment Process

During the stakeholder group meetings, the group spent considerable time on the membership and appointment process. Currently, the Youth Council conducts interview and appointment of potential members separate from any other City process. Under the City Council Advisory Committee recruitment and appointment process, potential candidates apply through the City Clerk's Office, and are interviewed by City Council prior to City Council appointment. The stakeholder group wanted to ensure that the makeup of the Youth Council reflected the diversity of the city's youth and to maintain the Youth Council's input as it relates to appointments. Under the draft proposal, Youth Council appointments would be incorporated into the semi-annual City Council Advisory Committee recruitment and appointment process. However, as part of the process, Youth Council candidates would first be interviewed by the Youth Council with the Youth Council forwarding their recommendations to the City Council. Youth Council candidates will also be interviewed by the City Council consistent with the process for other City boards and commissions.

Transition to New Membership and Staff Recommendation

The stakeholder group did not discuss the transition in membership between the current Youth Council members and the new proposed Santa Barbara Youth Council should the resolution be approved. Currently five of the appointed 17 Youth Council members are high school seniors whose terms will end in June. Of the remaining 12 members, five attend San Marcos High School, two attend Dos Pueblos High School, two attend Santa Barbara High School, and three attend private high schools. Of those 12, six members are City residents.

Given that the current make-up of the Youth Council does easily transition to the new membership representation and residency, staff proposes that current Youth Council be dissolved effective June 30, 2012, and an application and interview process for the 15 members be conducted by the City Clerk's office this spring, with terms beginning July 1, 2012. The process would follow the current City Council advisory group interview process guidelines, adding a recommendation from the current Youth Council as proposed in the draft resolution and a lottery to stagger member terms.

Youth Council and Park and Recreation Commission Recommendations

The Youth Council approved the proposal at their October 10, 2011 special meeting. At their October 26, 2011 meeting, the Parks and Recreation Commission approved the draft Proposal to Formally Establish the Santa Barbara Youth Council as a City Advisory Committee and recommended that the proposal be submitted to the City Council for consideration.

ATTACHMENT: Proposed Santa Barbara Youth Council Purpose and Duties

PREPARED BY: Susan Young, Neighborhood and Outreach Services
Supervisor

SUBMITTED BY: Sarah Hanna, Recreation Programs Manager

APPROVED BY: Nancy L. Rapp, Parks and Recreation Director

**City of Santa Barbara
Parks and Recreation Department**

PROPOSED SANTA BARBARA YOUTH COUNCIL PURPOSE & DUTIES

I. Purpose

The purpose of the Santa Barbara Youth Council is to advise, comment, and make recommendations to the Mayor and City Council, Parks and Recreation Commission, other City boards and commissions, and City staff on issues that primarily affect youth of Santa Barbara. The Santa Barbara Youth Council is to be the “voice” of the Santa Barbara youth community, identifying issues and other needs of Santa Barbara youth.

II. Duties

The Santa Barbara Youth Council shall perform a variety of guidance and support functions. The scope of such involvement will include, but not be limited to the following:

- A. Represent community youth to ensure their concerns, issues, and viewpoints are represented.
- B. Identify concerns, interests, and needs of Santa Barbara youth and make recommendations to the City Council, Parks and Recreation Commission, and Parks and Recreation Department staff regarding such concerns, interests, and needs.
- C. Promote and encourage youth interest and participation in community affairs.
- D. Gather youth and community input through civic engagement activities. Create and/or support opportunities for public discussion through forums, meetings, workshops, and conferences. Share information gathered and make recommendations as appropriate.
- E. Collaborate and/or engage with other community agencies, advisory bodies or youth groups in areas of mutual concern and benefit.
- F. Recommend to the City Council, various city departments and agencies, as appropriate, changes in procedures, policies and/or legislation pertinent to youth in Santa Barbara.

III. Membership

The Santa Barbara Youth Council shall be composed of fifteen (15) members between the ages of 13-19 years. The membership of the Santa Barbara Youth Council shall be further defined as follows:

- Nine members shall be representatives from the three Santa Barbara School District High schools (Santa Barbara High School, San Marcos High School and Dos Pueblos High School), three from each school
- Two members from local alternative, community, or continuation high schools
- Two members from local private high school or independent studies,
- Two members at large, which may or may not attend any high school
- Of the fifteen members, eight must be residents of the City of Santa Barbara

The Youth Council may create non-voting positions for up to five junior high school students to encourage and involve junior high school age students in Youth Council activities.

IV. Appointments

Youth Council members shall be appointed through an application and interview process. One interview will be conducted by the Youth Council. The Youth Council will develop recommendations to present to the City Council. The second interview will take place as part of the City Council Advisory Committee Interview Process. The Youth Council Chair, or a designee of the Youth Council, shall report to the City Council on the Youth Council recommendations. Appointments will be made by the City Council upon completion of the recruitment and interview process.

V. Organization

The Santa Barbara Youth Council shall meet at a minimum once of per month on a day and time established by Youth Council action. The Youth Council shall elect from their membership a Chair and Vice Chair, who shall serve in such capacity for terms of one year each. The Youth Council may adopt by-laws by Youth Council action. The Youth Council is required to follow all aspects of the Brown Act. Meetings shall be conducted in accordance with Robert's Rules of Order. Three(s) unexcused absences within a twelve (12) month period may result in recommendation that member be removed from the Youth Council.

VI. Terms

Members shall serve two-year terms. Each term of office shall begin on July 1st and expire on June 30th of the appropriate year. Members may be appointed to multiple terms. If a vacancy occurs prior to the expiration of a term, the City Council may appoint a successor for the remaining portion of the term.

VII. Administration

The Santa Barbara Youth Council shall provide an annual written report to the City Council and Parks and Recreation Commission in July. In addition, the Santa Barbara Youth Council shall prepare other written reports as requested by the City Council, the Parks and Recreation Commission, or other City boards and commissions.

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF
SANTA BARBARA ESTABLISHING THE SANTA
BARBARA YOUTH COUNCIL

WHEREAS, in 1991, the City Council created a Youth Task Force in response to heightened concerns about the needs of youth;

WHEREAS, the Youth Task Force presented their Final Report to City Council in 1993 which included findings and recommendations on a wide variety of youth issues, including recommendation that the City provide a voice for young people in government through a Youth Council, town meetings, and youth representation on City boards and commissions;

WHEREAS, in 1994, the City established a working partnership with the youth of Santa Barbara including the creation of the United Youth Empowered, which functioned as a voice for teens, by facilitating youth forums, a youth magazine and planning teen activities;

WHEREAS, in 1997, United Youth Empowered began to be identified as the City's Youth Council, functioning as an advisory board for the Park and Recreation Department's Teen Programs and actively participating in the development of public policy by working with City Council and other local officials;

WHEREAS, the Youth Council has continued to function as an advisory board to the City Council, the Parks and Recreation Commission and other boards and commission in the city, and as such for the past 14 years, has been instrumental in helping draft policy for a social host ordinance; conducted youth forums on issues such as graffiti, teen rights and bullying; assisted in the development and coordination of the city's skate park and teen center; and have served as Youth Interns on various city boards; and

WHEREAS, to preserve the intent of creating United Youth Empowered and to establish a youth advisory board consistent with the City Charter.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SANTA BARBARA AS FOLLOWS:

SECTION 1. Establishment.

The establishment of City of Santa Barbara Youth Council is hereby formalized.

SECTION 2. Purpose.

The purpose of the Santa Barbara Youth Council is to advise, comment and make recommendations to the Mayor and City Council, Parks and Recreation Commission, other City boards and commissions, and City staff on issues that primarily affect youth of Santa Barbara. The Santa Barbara Youth Council is to be the “voice” of the Santa Barbara youth community, identifying issues and other needs of Santa Barbara youth.

SECTION 3. Duties.

The Santa Barbara Youth Council shall perform a variety of guidance and support functions. The scope of such involvement will include, but not be limited to the following:

A. Represent community youth to ensure their concerns, issues and viewpoints are presented.

B. Identify concerns, interests, and needs of Santa Barbara youth and make recommendations to the City Council, Parks and Recreation Commission, and Parks and Recreation Department staff regarding such concerns, interests, and needs.

C. Promote and encourage youth interest and participation in community affairs.

D. Gather youth and community input through civic engagement activities. Create and/or support opportunities for public discussion through forums, meetings, workshops, and conferences. Share information gathered and make recommendations as appropriate.

E. Collaborate and/or engage with other community agencies, advisory bodies or youth groups in areas of mutual concern and benefit.

F. Recommend to the City Council, various city departments and agencies, as appropriate, changes in procedures, policies and/or legislation pertinent to youth in Santa Barbara.

SECTION 4. Membership.

The Santa Barbara Youth Council shall be composed of fifteen (15) members between the ages of 13-19 years. The membership of the Santa Barbara Youth Council shall be further defined as follows:

- Nine members shall be representatives from the three Santa Barbara School District High schools (Santa Barbara High School, San Marcos High School and Dos Pueblos High School), three from each school

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- Of the fifteen members, eight must be residents of the City of Santa Barbara

The Youth Council may create non-voting positions for up to five junior high school students to encourage and involve junior high school age students in Youth Council activities.

SECTION 5. Appointment.

Youth Council members shall be appointed through an application and interview process. One interview will be conducted by the Youth Council. The Youth Council will develop recommendations to present to the City Council. The second interview will take place as part of the City Council Advisory Committee Interview Process. The Youth Council Chair, or a designee of the Youth Council, shall report to the City Council on the Youth Council recommendations. Appointments will be made by the City Council upon completion of the recruitment and interview process.

SECTION 6. Terms.

Members shall serve two-year terms. Each term of office shall begin on July 1st and expire on June 30th of the appropriate year. Members may be appointed to multiple terms. If a vacancy occurs prior to the expiration of a term, the City Council may appoint a successor for the remaining portion of the term.

SECTION 7. Organization

The Santa Barbara Youth Council shall meet at least once a month on a day and time established by Youth Council action. The Youth Council shall elect from their membership a Chair and Vice Chair, who shall serve in such capacity for terms of one year each. The Youth Council may adopt by-laws by Youth Council action. The Youth Council is required to follow all aspects of the Brown Act. Meetings shall be conducted in accordance with Robert's Rules of Order. Three(s) unexcused absences within a twelve (12) month period may result in recommendation that member be removed from the Youth Council.

SECTION 8. Administration.

The Santa Barbara Youth Council shall provide an annual written report to the City Council and Parks and Recreation Commission in July. In addition, the Santa Barbara Youth Council shall prepare other written reports as requested by the City Council, the Parks and Recreation Commission, or other City boards and commissions.



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: March 13, 2012

TO: Mayor and Councilmembers

FROM: Risk Management Division, Finance Department

SUBJECT: Conference With Legal Counsel – Pending Litigation

RECOMMENDATION:

That Council hold a closed session to consider pending litigation pursuant to subsection (a) of section 54956.9 of the Government Code and take appropriate action as needed. Pending litigation considered is: *Mark Wiehpahl v. City of Santa Barbara, City of Santa Barbara Liability Case Number 10-130.*

Scheduling: Duration, 10 minutes; anytime
Report: None anticipated

PREPARED BY: Mark W. Howard, Risk Manager

SUBMITTED BY: Robert Samario, Finance Director

APPROVED BY: City Administrator's Office



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: March 13, 2012

TO: Mayor and Councilmembers

FROM: City Attorney's Office

SUBJECT: Conference with Legal Counsel – Pending Litigation

RECOMMENDATION:

That Council hold a closed session to consider pending litigation pursuant to subsection (a) of section 54956.9 of the Government Code and take appropriate action as needed.

The pending litigation is: *Rolland Jacks, et al., v. City Of Santa Barbara, SBSC Case No. 1383959.*

SCHEDULING: Duration, 15 minutes; anytime

REPORT: None anticipated

SUBMITTED BY: Stephen P. Wiley, City Attorney

APPROVED BY: City Administrator's Office



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: March 13, 2012

TO: Mayor and Councilmembers

FROM: City Attorney's Office

SUBJECT: Conference with Legal Counsel – Pending Litigation

RECOMMENDATION:

That Council hold a closed session to consider pending litigation pursuant to subsection (a) of section 54956.9 of the Government Code and take appropriate action as needed.

The pending litigation is: *People of the State of California, City of Santa Barbara v. Eastside, Westside, et al.*, SBSC Case No. 1379826.

SCHEDULING: Duration, 15 minutes; anytime

REPORT: None anticipated

SUBMITTED BY: Stephen P. Wiley, City Attorney

APPROVED BY: City Administrator's Office