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DATE: September 8, 2010

TO: Honorable Mayor and City Council Members

FROM: Economic and Community Development Department

SUBJECT: **AMENDMENT 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR MAILING EXPENSES ASSOCIATED WITH CITYWIDE LIGHTING DISTRICT 2010-1; AND APPROVAL TO APPROPRIATE \$30,000 FROM THE UNASSIGNED FUND BALANCE OF LIGHTING DISTRICT 2-1991**

**SYNOPSIS**

Staff recommends that the City Council approve Amendment 1 to the Professional Services Agreement with Willdan Financial Services in the amount of \$48,998 for the mailing costs associated with the proposed formation of Citywide Lighting District 2010-1, in addition to the costs for mapping, database, public outreach, and analysis services; approval to appropriate \$30,000 from the unassigned fund balance of Lighting District 2-1991; and authorize the City Manager to execute the Amendment.

**BACKGROUND**

On December 31, 2009, a Professional Services Agreement in the amount of \$49,990 was entered into with Willdan Financial Services for mapping, database, public outreach, and analysis services in preparation for the proposed formation of Citywide Lighting District 2010-1 ("Agreement"). The cost of mailing approximately 57,000 ballots, letters and informational flyers was not included as part of the Agreement.

On May 5, 2010, the City Council adopted resolutions initiating the proceedings for the formation of the Citywide Lighting District 2010-1, conducting a property owner balloting, and setting a public hearing for June 30, 2010. Willdan provided the mapping, database, and analysis services. As part of the need to immediately conduct a public outreach and to mail the ballots on a timely basis, Willdan incurred the mailing costs, which should have been done independently per a separate agreement with a mailing house.

**ANALYSIS**

Approximate 57,000 ballots, letters, and informational fliers were mailed in two separate mailings to the affected property owners by Willdan on behalf of the City. The City was planning to contract directly with a mailing house. Instead, the mailing cost was borne directly by Willdan. In order to reimburse Willdan for the cost of mailing the ballots, letters and informational flyer, the Agreement needs to be amended in order to provide payment of the mailings costs directly to Willdan. The original cost of the Agreement, together with the mailing costs, increases the total compensation to Willdan to \$98,988, which amount requires City Council approval.

**FISCAL IMPACT**

For Fiscal Year 2009-10 the City Council approved a budget for Lighting District 2-1991, which budget also allocated the amount of \$80,000 to help fund the costs associated with the proposed formation of a new Citywide Lighting District 2010-1 for the Fiscal Year 2010-11. Additionally, for Fiscal Year 2010-11 the City Council approved a budget for Lighting District 2-1991, which budget allocated another \$46,720 to help fund the costs associated with the new lighting district for a total of \$126,720 (Account No. 221.320317221.5305).

In Fiscal Year 2009-10, \$48,266 was expended on the Willdan Agreement. The appropriation in the amount of \$30,000 into the operating account for Fiscal Year 2010-11, together with the amount previously allocated provides the funding needed to pay the costs associated with Amendment 1. The unassigned fund balance in Lighting District 2-1991 is \$239,779, therefore, sufficient funds are available.

**COMMISSION OR COMMITTEE REPORT**

Does not apply.

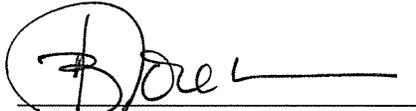
**CITY ATTORNEY'S ANALYSIS**

The referenced document has been reviewed by the City Attorney and approved as to form.

**RECOMMENDATION**

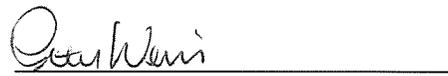
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PREPARED BY:



Rosa A. Jones  
Contract Administrator

SUBMITTED BY:



Peter A. Weiss  
City Manager

REVIEWED BY:

Michelle Skaggs-Lawrence, Deputy City Manager

Jane McVey, Economic & Community Development Director

Teri Ferro, Financial Services Director

Douglas Eddow, Real Estate Manager



Attachments:           Amendment No. 1  
                                  Professional Services Agreement

## CITY OF OCEANSIDE

### AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF OCEANSIDE AND WILLDAN FINANCIAL SERVICES

THIS AMENDMENT NUMBER ONE (1) TO THE PROFESSIONAL SERVICES AGREEMENT dated December 15, 2009 for identification purposes ("Amendment"), is made by and between the CITY OF OCEANSIDE, a municipal corporation ("CITY") and WILLDAN FINANCIAL SERVICES, hereinafter designated as "CONSULTANT."

#### RECITALS

WHEREAS, CITY and CONTRACTOR are parties to that certain AGREEMENT dated December 15, 2009, hereinafter referred to as the "AGREEMENT", for the provision of Assessment Engineering Services

WHEREAS, the parties wish to amend the compensation amount described in the AGREEMENT.

#### AMENDMENT

NOW, THEREFORE, in consideration of which, and for other valuable consideration set forth herein, the parties hereto do mutually agree that the AGREEMENT be amended as follows:

1. Section 7. COMPENSATION is hereby amended by adding subsection 7.1, Additional Compensation, as follows:

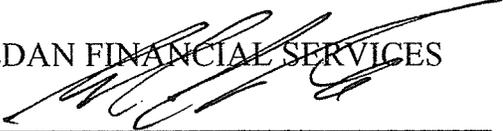
7.1. Additional Compensation. CONTRACTOR'S compensation for all work performed in accordance with the AGREEMENT is increased by \$48,998 for a total contract price of \$98,988

2. Except as expressly set forth in this AMENDMENT, the AGREEMENT shall remain in full force and effect and is hereby ratified and reaffirmed.

SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors,

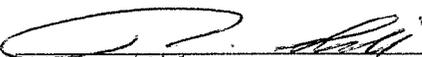
administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on the dates set forth below.

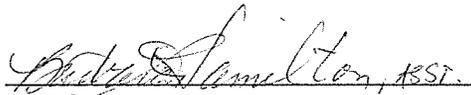
WILLDAN FINANCIAL SERVICES  
By:   
Name/Title Mark J. Risco,  
Senior Vice President

CITY OF OCEANSIDE  
By: \_\_\_\_\_  
City Manager

Date: August 18, 2010

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

By:   
Name/Title Roy Gill,  
Corporate Secretary

APPROVED AS TO FORM:  
  
Betty Hamilton, BSI

Date: August 19, 2010

City Attorney

33-0302345  
Employer ID No.

**NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.**

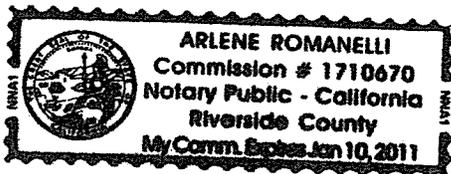
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Riverside }

On August 18, 2010, before me, Arlene Romanelli, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared MARK J. Risco  
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Arlene Romanelli  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

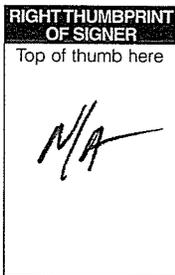
Title or Type of Document: Amendment No. 1 to the Professional Services Agreement by and between City ofceanside and Willdan Financial Service

Document Date: August 18, 2010 Number of Pages: TWO (2)

Signer(s) Other Than Named Above: Roy Gill, City Manager, and City Attorney

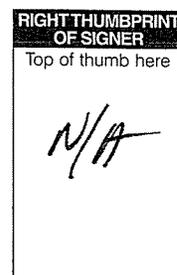
**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Mark J. Risco  
 Individual  
 Corporate Officer — Title(s): senior Vice President  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: AR



Signer Is Representing: Willdan Financial Services

Signer's Name: AR  
 Individual  
 Corporate Officer — Title(s):  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

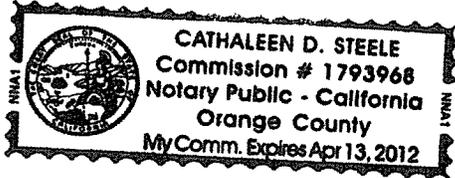
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
 County of Orange

On August 23, 2010 before me, Cathaleen D. Steele, notary public,  
Date Here Insert Name and Title of the Officer

personally appeared Roy L. Gill-----  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.  
 Signature Cathaleen Steele  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

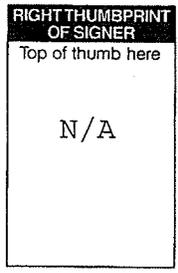
**Description of Attached Document**

Amendment No. 1 to the Professional Services Agreement by and between City of Oceanside

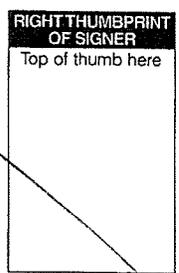
Title or Type of Document: and Willdan Financial Services  
 Document Date: August 18, 2010 Number of Pages: two (2)  
 Signer(s) Other Than Named Above: Mark Risco, City Attorney, City Attorney

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Roy L Gill  
 Individual  
 Corporate Officer — Title(s): VP, Secretary  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_  
 Signer Is Representing: Willdan Financial Services



~~Signer's Name: \_\_\_\_\_  
 Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_~~



**CITY OF OCEANSIDE**

**PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: ASSESSMENT ENGINEERING SERVICES**

THIS AGREEMENT, dated December 15, 2009 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and WILLDAN FINANCIAL SERVICES, hereinafter designated as "CONSULTANT."

**NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

1. **SCOPE OF WORK.** CONSULTANT will perform the services described in Exhibit A, attached hereto and incorporated herein.
2. **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the City Engineer. The CONSULTANT shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the City. CONSULTANT shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONSULTANT shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.
3. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions, and provide certification of such compliance as a part of this Agreement.
4. **LIABILITY INSURANCE.**
  - 4.1. CONSULTANT shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including but not limited

to premises and automobile.

4.2 CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance  
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000*

Commercial General Liability Insurance  
(bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
General limit project specific aggregate	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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\*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

4.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.

4.4 All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

4.5 All insurance companies affording coverage to the CONSULTANT pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.

- 4.6 All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY should the policy be cancelled before the expiration date, ten (10) days notice if cancellation is due to nonpayment of premium. CONSULTANT shall provide CITY with thirty (30) days prior written notice of any material change in coverage.
- 4.7 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 4.8 CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.
- 4.9 Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.
5. **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this Agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of One Million Dollars (\$1,000,000.00).

CONSULTANT shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

6. **CONSULTANT'S INDEMNIFICATION OF CITY.** CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of CONSULTANT'S work, including the negligent acts, errors or omissions or wrongful acts or conduct of the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense

shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees founded upon, resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

CONSULTANT'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

7. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$49,990.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the City. CONSULTANT shall obtain approval by the City prior to performing any work, which results in incidental expenses to CITY.

8. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the City according to the schedule set forth in Exhibit A.

9. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.

10. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONSULTANT shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

11. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

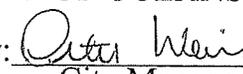
12. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the

CONSULTANT and the CITY.

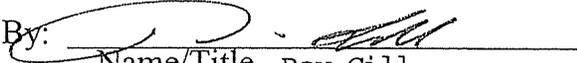
IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on the dates set forth below.

WILLDAN FINANCIAL SERVICES  
By:   
Name/Title Mark J. Risco,  
Vice President

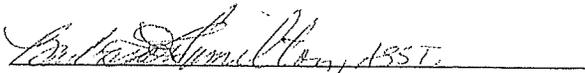
Date: December 15, 2009

CITY OF OCEANSIDE  
By:   
City Manager

Date: 12-31-09

By:   
Name/Title Roy Gill,  
Corporate Secretary

Date: 12/16/09

APPROVED AS TO FORM:  
  
City Attorney

33-0302345  
Employer ID No.

**NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Riverside }

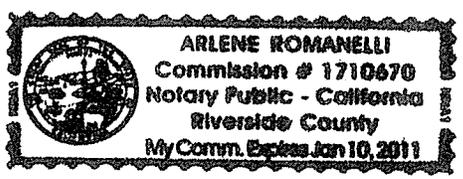
On December 15, 2009, before me, Arlene Romanelli,  
Date Here Insert Name and Title of the Officer

personally appeared Mark J. Risco  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.  
 Signature [Signature]  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

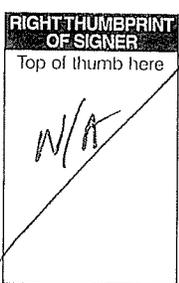
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**Description of Attached Document**

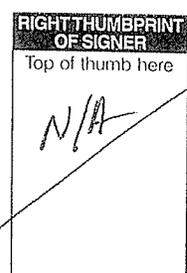
Title or Type of Document: City of Oceanside Professional Services Agreement  
 Document Date: December 15, 2009, Number of Pages: Five (5), plus exhibits  
 Signer(s) Other Than Named Above: Roy Gill, City Manager, and City Attorney

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Mark J. Risco  
 Individual  
 Corporate Officer — Title(s): Vice President  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: [Signature]  
 Signer Is Representing: Willdan Financial Services



Signer's Name: [Signature]  
 Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

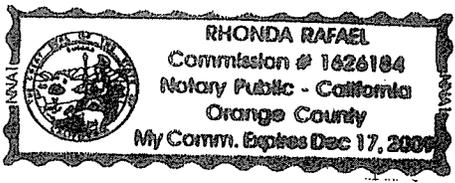
State of California

County of Orange }

On 12-16-09 before me, Rhonda Rafael, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Roy Gill  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Rhonda Rafael  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: City of Oceanside Prof. Services Agreement

Document Date: 12-15-09 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Roy Gill Signer's Name: \_\_\_\_\_

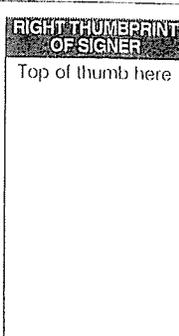
Corporate Officer — Title(s): Secretary  Corporate Officer — Title(s): \_\_\_\_\_

- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

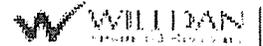


Signer Is Representing: \_\_\_\_\_



EXHIBIT A

SCOPE OF WORK



# Scope of Services

## Work Plans

Willdan Financial Services ("Willdan") is pleased to present this scope of services to develop an electronic inventory and mapping of the City's street lights. The electronic mapping of the City's street lights will allow for the development of an appropriate special benefit nexus and cost allocation to properties within the City's proposed Street Light Maintenance District that will be conducted under a separate agreement. This improvement inventory and electronic mapping of the street lights would ultimately allow for an in-depth review of the relationship between street light improvements, parcels, and associated special benefit assessments to ensure that those assessments are fair, equitable and consistent with the legislative authority to provide such improvements and the provisions of the California Constitution.

We want to ensure the following work plans are responsive to the City's needs and specific issues. We will work in concert with City staff to adjust our scope of services as needed before the projects commence. However, it is important to recognize that the recent California Supreme Court decision regarding special benefit assessments (Silicon Valley Taxpayers Association, Inc. versus the Santa Clara County Open Space Authority) will have a profound impact on how assessments are structured going forward, and will need to be carefully considered for any new or increased assessments being presented to property owners. Even a simple increase in assessments for local improvements will require a more extensive evaluation and support of the special benefits findings than may have been necessary in the past.

We anticipate that you will find the following proposed options to be fully responsive to your needs. The following contains our proposed scope of services and fee to provide these services:

## Work Plan for Locating and Plotting Streetlight Improvements

*Task 1: Establish an Electronic Mapping Matrix of the City's Street Light Improvements*

Task 1: Locate Street Lights using SDG&E Electric Facility Maps and Account Inventory Detail

Objective: Develop an overall matrix of street light improvements within the City.

Description: Willdan will develop a comprehensive list and mapping of street lights within the City. For this task, Willdan intends to utilize a combination of CAD and GIS mapping to plot the location and extent of the street lights within the City that are currently shown on the SDG&E Electric Facility Maps and Account Inventory Detail (the "Source Documents"). It should be noted that for purposes of determining an appropriate special benefit nexus between street light improvements and parcels within the City, it is important to identify the approximate locations where street lights are provided, but not necessarily the specific location of each street light. As such, Willdan will use the Source Documents to visually identify street light locations, and then manually plot the approximate

location of the street lights using CAD and/or GIS electronic mapping tools. In this Task, the accuracy of the plotted street light locations will be solely dependent on the depiction of street lights within the Source Documents.

Ultimately, this mapping of the improvements will establish the approximate location and extent of the street lighting in various parts of the City and provide the necessary direct correlation to surrounding properties and potential differences in the special benefits associated with each parcel, neighborhood, and development based on differences in local proximity and extent of those improvements. This electronic mapping of the street lights will provide the visual documentation and resources necessary to identify and quantify possible special benefit zones as well as potential general benefits that will impact the proportional allocation of costs and assessments.

*Meetings:* None. It is anticipated that the City's assistance and input for this task will be provided through conference calls and e-mails.

*Deliverables:* Electronic Inventory and Diagram(s) that provide an overview of the location and extent of street lights in relation to parcels within the City.

## **Task 2: Field Survey / Quality Control Audit**

*Objective:* Conduct a field survey to audit the accuracy of street light locations as depicted in the Source Documents.

*Description:* This task will take place after the completion of Task 1 in order to identify any additional approximate street light locations within the City that were not depicted on the Source Documents. Willdan will utilize the plotted map completed in Task 1 and identify any potential areas within the City where the Source Documents do not depict any street lights. Willdan will conduct a field survey of the areas within the City that currently do not include streetlights per the Source Documents, and we will confirm whether or not those areas have existing street lights. Upon the completion of the field survey, we will add as necessary, street light data to the map using CAD and GIS mapping tools.

*Meetings:* None. It is anticipated that the City's participation and input for this task will be provided through conference calls and e-mails.

*Deliverables:* None. As this Task will be conducted in connection with Task 1, the deliverable for this Task will be provided via the Task 1 deliverable.

## Work Plan for Establishing Street Light Overlay

The following outlines our proposed work plan for assisting the City with establishing a new (overlay) assessment for street lighting.

### *Task A: Development and Analysis of Potential New Street Lighting Assessment*

#### **Task A1: Project Kick-off Meeting**

*Objective:* The primary objective of this meeting is to identify key personnel that will be involved in the overall project, establish effective lines of communication and identify documents or information that the City will need to provide regarding the project.

*Description:* We propose to kick-off the project by holding an “all hands meeting” at City offices to discuss the various elements of the project and develop an initial strategy and course of action to address the City’s needs. This meeting should include all City staff members that will be directly involved in the project, as well as all key Willdan Team members. This meeting will likely include specific discussions of the City’s goals and priorities; legal and political considerations; project timelines; budget information; and availability and access to pertinent documentation and data. This meeting will also serve to identify any specific issues or special circumstances associated with the existing lighting district and the establishment of an overlay district. Proposed timelines will also be discussed and critical events identified.

*Meetings:* One (1) project kick-off meeting at City Hall.

*Deliverables:* Based on discussions at this meeting a preliminary timeline (schedule of events) will be prepared and provided to the City.

#### **Task A2: Develop Parcel Database**

*Objective:* Establish an electronic parcel database for the proposed new assessments utilizing the existing electronic parcel and assessment database provided by the City.

*Description:* Review the City’s electronic parcel database, as provided by the City. Compare the database to the latest County records for completeness. Develop an updated assessment database that reflects an appropriate assessment methodology and related assessment information for the proposed new street lighting assessments.

Parcel database will include:

- Assessor parcel number;
- Current and planned land use designations (land use);
- Acreage/parcel size;
- Owner name(s), mailing address, and property situs information;
- Number of residential units for residential properties not considered to be single-family residential dwellings;
- Identified development restrictions;

- Land and improvement values (used to determine if a parcel is vacant or developed). **Note:** Land value cannot be used as a basis for the assessment rate;
- Assignment of weighted special benefit; and
- Existing and proposed assessment amounts.

The database that will be developed for the new district will be structured to ensure that the property data assembled matches the benefit methodology and district structure that is ultimately developed. The database will be reviewed and amended as necessary to address any elements of parcel information necessary to apply the proposed methodology, rates and assessments appropriately. This database will also be used as the source data for mailing of any informational pieces and the required notices and ballots, as well as development of related district maps utilizing the City's GIS data and mapping.

*Meetings:* None.

*Deliverables:* Completed electronic parcel database.

### **Task A3: Review of Benefits/Improvements and Assessment Analysis**

*Objective:* Review the existing assessment documentation, improvement plans and specifications for the City street light system that has been prepared and provided by the City. Utilizing these documents, we will evaluate various factors that must be considered for compliance and application of special/general benefit. As warranted, develop an expanded discussion of benefit findings (general versus special), an appropriate and defensible assessment methodology and district structure (benefit zones), based on the provisions of the California Constitution and current case law.

*Description:* Utilizing the City provided parcel data; budget information; improvement plans; related diagrams and maps; and other supporting documentation and information, we will evaluate and develop an appropriate and defensible benefit nexus that is consistent with the California Constitution, specifically focusing on the identification of special and general benefits as it relates to the recent Supreme Court decision. The relationship between specific improvements and the properties within the District will be closely evaluated as well as any benefits that may be attributable to other properties or the public at large.

*Meetings:* None.

*Deliverables:* Summary of our findings, recommendations and conclusions from our review and analysis will be incorporated into the summary technical memorandum prepared as part of Task A5. This document will identify the proposed new district structure, methodology, cost distribution and documentation that may be required to comply with current case law.

#### **Task A4: Prepare Proposed Budget and Assessments**

*Objective:* To prepare a comprehensive annual budget and corresponding assessment rates for the new street lighting district to achieve maximum cost-to-benefit equity for each of the properties within the district, as well as ensure the long-term financial stability of the improvements.

*Description:* Work with City staff to prepare an appropriate annual budget for the maintenance and servicing of the improvements to be included in the district. The budgets will be developed utilizing standard per unit costs for calculating annual maintenance expenses associated with the street lighting improvements, specific cost estimates provided by the City, estimates of periodic maintenance expenditures; long-term repair and rehabilitation costs; applicable capital improvement expenditures, administration expenses; and any other funding deemed appropriate to provide the improvements. The proposed budget and assessments will also identify and include an appropriate inflationary adjustment (cost of living adjustment) applicable to future assessments.

*Meetings:* None.

*Deliverables:* Summary of the budgets and assessments which will be incorporated into the technical memorandum prepared as part of Task A5.

#### **Task A5: Technical Memorandum Summarizing Assessment Analysis**

*Objective:* To provide the City with a memorandum summarizing our analysis of the proposed district overlay to be used for discussion and development of a final strategy and approach for implementing such a new street lighting assessment overlay district.

*Description:* Prepare and provide the City with a memorandum summarizing specific recommendations associated with the method of apportionment, budgets, assessments and descriptions that are considered necessary or appropriate for the implementation of a new assessment. ***This document will focus on the key issues that have been considered necessary to ensure that the proposed new assessments comply with the special and general benefit provisions emphasized in the recent Supreme Court decision.*** When finalized with City staff, many of the sections of this document including the discussion of benefit; updated method of apportionment; budgets and proposed assessments; will be incorporated into the Engineer's Report to be prepared in Task B1.

*Meetings:* One (1) meeting with City staff at City Hall to discuss and finalize the findings, recommendations and proposed assessments outlined in the technical memorandum and one (1) meeting with the City Council or sub-committee to present those findings and recommendations for final approval prior to proceeding to the next phase of the project.

*Deliverables:* One (1) technical memorandum summarizing and identifying the various findings and recommendations that are deemed appropriate or necessary to implement the proposed new street lighting assessments.

### *Task B: Documentation and Procedural Requirements for Proposed New Assessment*

#### **Task B1: Prepare Engineer's Report**

*Objective:* Preparation of a comprehensive Engineer's Report based on findings, recommendations and assessments established with City staff in Task A, Development and Analysis of Potential New Street Lighting Assessments.

*Description:* Based on findings and results from Task A, prepare an Engineer's Report that addresses the goals and objectives of the City, while integrating the method of apportionment and benefit analysis established in Task A. This report, prepared under the Landscaping and Lighting Act of 1972 and the provisions of the California Constitution Article XIID (Proposition 218), will be the basis for developing the assessment ballots and notices to be mailed to the property owners.

The Engineer's Report will contain the following information.

- Plans and specifications that describe the area of special benefit, the proposed new assessment, and the improvements.
- Method of Apportionment that outlines the special benefit conferred on properties from the improvements, as well as calculations used to establish each parcel's proportional special benefit assessment; plus a description of the assessment range formula that establishes the maximum assessment rate in subsequent fiscal years.
- Budget that outlines the costs and expenses to provide, service, and maintain the improvements, including authorized incidental expenses.
- Assessment Diagram that identifies the boundaries of the Districts.
- Assessment Roll that contains each of the Assessor Parcel numbers that comprise the Districts and the proportional new maximum assessment.
- Affidavit stating that a professional engineer has prepared the report.

*Meetings:* None.

*Deliverables:* One (1) draft Engineer's Report for review by City staff prior to submittal to the City Council for approval.

#### **Task B2: Prepare Resolutions**

*Objective:* Prepare resolutions for the Intent Meeting and Public Hearing. We will forward all resolutions to the City for review prior to the City Council meeting agenda deadline. We anticipate that the following resolutions will be necessary.

- **Intent Meeting (two [2] resolutions):**
  - Resolution Initiating Proceeding, and

- Resolution of Intention (preliminarily approves the proposed assessment increases outlined in the Engineer's Report; sets the Public Hearing date; and calls for mailed ballots).
- **Public Hearing (three [3] resolutions):**
  - Resolution declaring results of the balloting;
  - Resolution approving the Engineer's Report; and
  - Resolution confirming the new assessment, and ordering the levy and collection of assessments.

*Meetings:* None.

*Deliverables:* A total of five (5) Resolutions will be required for City Council approval.

### **Task B3: Prepare Notices and Ballots**

*Objective:* To prepare the necessary notices for the Public Hearing and the assessment ballots in compliance with Proposition 218.

*Description:* Prepare the required notices for the Public Hearing and the assessment ballots to be mailed to each property owner. Draft copies will be sent to City staff and the City Attorney for review and comment prior to finalization of the documents.

Notices and ballots will be tailored so as to specifically address the assessments per individual property owner.

*Meetings:* None.

*Deliverables:* Draft notices and ballots will be delivered to City staff for review and comment prior to final versions prepared for mailing.

### **Task B4: Attend City Council Intent Meeting**

*Objective:* Attend the initial City Council session.

*Description:* Attend the initial City Council session to be available to answer questions regarding the proposed new assessment.

*Meetings:* One (1) City Council meeting initiating the process and calling for the Public Hearing and balloting of property owners.

*Deliverables:* None.

### **Task B5: Print and Mail Notices and Ballots**

*Objective:* Print and mail notices and assessment ballots.

*Description:* Upon adoption of the Resolution of Intention, print and assemble notices and ballots for mailing. Notices and ballots will be printed double sided, so as to save postage costs. A return #9 envelope addressed to the City Clerk will be included for the convenience of the property owners to mail back the assessment ballot.

Actual printing and mailing of the documents may be performed by a mailing house that subcontracts to Willdan for mailings such as this. Ballots will be directed to be returned directly to the City Clerk and should not be opened until the close of the Public Hearing. Mailing of the ballots and notices will be done a minimum of 45-days prior to the Public Hearing date as required by law.

*Meetings:* None.

*Deliverables:* Notices and ballots mailed to the property owners of record within the districts.

### **Task B6: Public Hearing and Ballot Tabulation**

*Objective:* Attend the Public Hearing to answer questions and to assist in the tabulation of the returned ballots.

*Description:* Attend the Public Hearing in order to be available to answer any questions and to assist the City Clerk with the tabulation of the returned ballots.

Upon the close of the Public Hearing, the City Clerk will be directed to open the ballots received, and upon completion of the tally, announce the results either at the same Council session or the next regularly scheduled session (depending on the number of ballots to be tabulated).

Ballots may be opened and tallied by the City Clerk with the assistance of Willdan staff. Willdan has developed ballot tabulation software that uses barcode scanning to electronically tabulate the ballots. This software provides a summary of the weighted ballot results as well as a record of each ballot tabulated.

*Meetings:* One (1) City Council Public Hearing and an additional day for tabulating the ballot at City Hall if necessary.

*Deliverables:* Ballot tabulation results.

### **Task C: Community Outreach Efforts**

Community outreach and education efforts can involve a variety of mechanisms and tools. If the City wishes to implement a more concentrated outreach effort (that may include radio spots, newspaper releases or enhanced graphic designs for property owner mailings) to garner support for the proposed Citywide district, we suggest that a consulting firm specializing in public relations be retained by the City to conduct such an effort. Regardless of whether the City chooses to utilize the services of a public relations consultant or not, Willdan will assist the City with coordinating and scheduling of public outreach efforts based on our findings and recommendations.

### **Task C1: Develop and Mail Frequently Asked Question Guides**

*Objective:* Develop and mail a Frequently Asked Question (FAQ) Guide (informational piece).

*Description:* At the City's request, Willdan will perform the following as part of an overall education effort:

- Prepare and mail a FAQ Guide to each property owner as part of an overall education effort for the proposed assessments. Many of the questions and answers we use in this effort are issues typically raised by property owners.
- We propose a single straightforward information piece that will convey the significance and reasons for the new assessments in an easy-to-understand format. This mailing would be a tri-fold format, double-sided, in one (1) color.
- We propose the FAQ Guide be mailed to property owners preparatory to any community meetings or public workshops.

*Meetings:* A draft FAQ Guide will be delivered to City staff for review and comment prior to final versions prepared for mailing.

*Deliverables:* None.

## **Task C2: Public Outreach and Property Owner Workshops**

*Objective:* To assist the public with information to help them to make informed decisions regarding the new assessments.

*Description:* As needed, attend the prescheduled community meetings/workshops, acting as technical support to City staff to answer questions and provide information related to the calculation of the proposed assessment, the improvements and activities they fund, and to describe the balloting process. Generally, an effective communication tool is to conduct property owner workshops prior to the notices and ballots being mailed, but workshops may also be scheduled during the required 45-day period between the mailing of ballots and the Public Hearing.

*Meetings:* Two workshops are anticipated. As needed, additional workshops may be requested with prior City approval on a time and materials basis.

*Deliverables:* Printing, processing, and mailing the FAQ Guide/Invitation to a scheduled workshop.

## **City Responsibilities**

To assist the Willdan Team, the City of Oceanside will provide the following information and/or services:

- Information regarding current structure of the existing District(s) including current Engineer's Reports.
- Detailed listings and descriptions of the improvements included in the Districts or to be reviewed as part of our scope of work, and the budgets and associated expenditures or revenues associated with the improvements, services and/or facilities. We may also request a breakdown of any existing improvements versus proposed improvements that may be incorporated into the district. Provide (as needed) pertinent budget information, including estimated maintenance costs, replacement costs, other capital expenditures, City overhead, and available funding from other sources that can be used to offset costs.

- Various maps or diagrams (either electronically or in hardcopy) of the existing Districts and improvements.
- Prepare all internal memos, staff reports, and other supporting documents necessary for City Council agendas.
- Arrange for any required publication notices of Council meetings or Public Hearings in the local newspaper.
- Review the draft reports and resolutions before the final documents are prepared for the Council packets. This review is usually performed by department staff, but may include the City Attorney. Requested changes shall be submitted to Willdan in writing.
- Willdan will rely on the validity and accuracy of the agency's data and documentation to complete our analysis.

**Legal Opinions.** In preparing the resolutions, notices and ballots, Willdan will provide our professional expertise. Since we do not practice law, we ask that the City's Attorney, or other designated counsel, review the documents. We will assist your attorney in identifying any pertinent legal issues.

# Fees for Services

The Willdan Project Team will perform the services described in our proposal for the **fixed price fees** below (see Exhibit 1).

**Exhibit 1**

<b>City of Oceanside</b>		<b>Cost</b>
<b>Street Light Improvement CAD / GIS Plotting</b>		
<b>Task 1:</b>	Locate Street Lights using SDG&E Electric Facility Maps and Account Inventory Detail	\$ 14,460
<b>Task 2:</b>	Field Survey / Quality Control Audit	\$ 3,300
	<b>Estimated Labor Hours:</b>	<u>\$ 17,760</u>
	<b>Subtotal Street Light Improvement CAD / GIS Plotting:</b>	<u>\$ 17,760</u>
<b>Street Light Overlay Assessments</b>		
<b>Task A:</b>	Development and Analysis of Potential New Street Light Assessment	\$ 14,840
<b>Task B:</b>	Documentation and Procedural Requirements for Proposed New Assessment	\$ 9,560
<b>Task C:</b>	Community Outreach Efforts	\$ 7,080
	<b>Estimated Labor Hours:</b>	\$ 31,480
	<b>Total Project Expenses:</b>	\$ 750
	<i>(Expenses exclude Printing &amp; Mailing Costs for Informational Mailers, Notices and Ballots)</i>	
	<b>Subtotal Street Light Overlay Assessments:</b>	<u>\$ 32,230</u>
<b>Total Project Cost:</b>		<b>\$ 49,990</b>

**Note:**

- **Our fee will not be contingent on the outcome of the proposed assessments and/or the formation of the district.**
- The accuracy of the approximate plotted street light locations within Task 1 will be solely dependent on the depiction of street lights within Task 1 sources (*SDG&E Electric Facility Maps* and *Account Inventory Detail*), as well as the audit of additional street light areas per Task 2.
- The fees identified above *DO NOT* include direct expenses, such as printing, postage and processing associated with the mailing of the notices and ballots, or similar direct expenses associated with the mailing of FAQ Guides for public outreach. We will bill the City for these expenses at our cost, plus a ten percent (10%) markup. The actual cost to the City may be less than the estimate provided. The mailing costs, shown above, are estimated at \$1.00 per parcel.
- Telephone conference calls are not considered meetings and are not limited by our proposal.
- Additional services, including additional meetings, may be authorized by the City and will require an additional fee.
- We will bill the City monthly based on percent of the project completed by task.
- As part of the mailing process, related to notices, ballots and public outreach materials, postage must be paid in advance to the mailing house before they will proceed with the mailing. Willdan will provide a postage estimate to City staff in order to receive funds prior to the mailing. Any remaining unused postage will be applied toward payment against our next regular invoice for services.
- Return postage for the ballots will not be included. If the City desires for us to include return postage, this amount will also be invoiced to the City in advance of the mailing.

**Additional Services**

Additional services may be authorized by the City and will be billed at our then-current hourly overhead consulting rates. Our current hourly rates are:

<b>Willdan Financial Services Hourly Rate Schedule</b>	
Position	Hourly Rate
Group Manager	\$210
Principal Consultant	\$200
Senior Project Manager	\$165
Project Manager	\$145
Senior Project Analyst	\$130
Senior Analyst	\$120
Analyst	\$100
Analyst Assistant	\$75
Property Owner Services Representative	\$55
Support Staff	\$50