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4/29/08

**AGREEMENT
CITY OF FRESNO, CALIFORNIA
FACILITATOR SERVICES**

THIS AGREEMENT is made and entered into effective the 15 day of April, 2008 ("Effective Date"), by and between the CITY OF FRESNO, a municipal corporation (hereinafter referred to as "CITY"), and California State University, Sacramento; Center for Collaborative Policy, an educational institution (hereinafter referred to as "CCP").

RECITALS

WHEREAS, CITY desires to obtain professional facilitator services for City's Utility Advisory Committee and other Committees or Commissions established for the Department of Public Utilities hereafter referred to as the "Project", and desires CCP to provide the services described herein; and

WHEREAS, CCP is engaged in the business of furnishing technical and expert services as a mediator/facilitator and hereby represents that it is professionally capable of performing the services called for by this Agreement; and

WHEREAS, CCP acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code section 4-107 and Administrative Order No. 6-19; and

WHEREAS, this Agreement will be administered for CITY by its Public Utilities Director (hereinafter referred to as "Administrator") or his/her designee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained, to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Scope of Services. CCP shall perform to the satisfaction of CITY, the services described in **Exhibit A**, attached hereto and incorporated herein by reference.

2. Effective Date and Time for Performance. It is the intent of the parties that this Agreement be effective as of the Effective Date as to all terms and conditions of the Agreement and end on December 31, 2013. The services of CCP as described in **Exhibit A** are to commence on the Effective Date and shall be completed no later than December 31, 2013.

3. Compensation.

(a) CCP's compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed \$330,256.28, paid on the basis of the fully burdened hourly labor rate and mileage and other conditions set forth in the Cost Breakdown in **Exhibit A**. Costs will be paid in arrears on a monthly basis.

(b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of CITY business.

(c) The parties may modify this Agreement to increase the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an agreed upon increase in CCP's compensation. Any increase or change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. CCP shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies and Force Majeure.

(a) This Agreement shall terminate without any liability of CITY to CCP upon the earlier of : (i) CCP's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against CCP; (ii) 7 calendar days prior written notice with or without cause by CITY to CCP; (iii) CITY's non-appropriation of funds sufficient to meet its obligations hereunder during any CITY fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.

(b) Immediately upon any termination or expiration of this Agreement, CCP shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to CITY any and all unearned payments and all properties and materials in the possession of CCP that are owned by CITY. Subject to the terms of this Agreement, CCP shall be paid compensation for services satisfactorily performed prior to the effective date of termination. CCP shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(c) In the event of termination due to failure of CCP to satisfactorily perform in accordance with the terms of this Agreement, CITY may withhold an amount that would otherwise be payable as an offset to, but not in excess of, CITY's damages caused by such failure. In no event shall any payment by CITY pursuant to this Agreement constitute a waiver by CITY of any breach of this Agreement which may then exist on the part of CCP, nor shall such payment impair or prejudice any remedy available to CITY with respect to the breach.

(d) Upon any termination or expiration of the Agreement, CITY may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that CITY improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(e) CCP shall provide CITY with adequate written assurances of future performance, upon Administrator's request, in the event CCP fails to comply with any terms or conditions of this Agreement.

(f) CCP shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of CCP and without its fault or negligence such as, acts of God or the public enemy, acts of CITY in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. CCP shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

(a) Any reports, information, or other data prepared or assembled by CCP pursuant to this Agreement shall not be made available to any individual or organization by CCP without the prior written approval of the City Manager. During the term of this Agreement, and thereafter, CCP shall not, without the prior written consent of CITY, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of CITY, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in CITY.

(b) Any and all writings and documents prepared or provided by CCP pursuant to this Agreement are the property of CITY at the time of preparation and shall be turned over to CITY upon expiration or termination of the Agreement. CCP shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.

6. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as CCP represents to CITY that CCP is skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, CITY relies upon the skill of CCP to do and perform the services in a skillful manner and CCP agrees to thus perform the services. Acceptance of the services by CITY shall not operate as a release of CCP from said standards of said profession.

7. Indemnification.

(a) CCP shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the CITY, CCP or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising directly or indirectly from the negligent or intentional acts or omissions of CSU or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement.

(b) CITY shall indemnify, hold harmless and defend CCP and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, CCP or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising directly or indirectly from the negligent or intentional acts or omissions of CITY or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement.

(c) In the event of concurrent negligence on the part of CCP or any of its officers, officials, employees, agents or volunteers, and CITY or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

(d) This section shall survive termination or expiration of this Agreement.

8. Insurance. It is understood and agreed that CCP and CITY maintain insurance policies or self-insurance programs to fund their respective liabilities. The parties agree that such respective programs or policy coverage for Workers' Compensation shall contain a waiver of subrogation as to the other party and each of its officers, officials, agents, employees and volunteers. Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required of either party under this Agreement.

9. General Terms.

(a) Except as otherwise provided by law, all notices expressly required of CITY within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or his/her designee.

(b) In performing the work or services to be provided hereunder, CCP shall not employ or retain the services of any person while such person either is employed by CITY or is a member of any CITY council, commission, board, committee, or similar CITY body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(c) Records of CCP's expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to CITY or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of CCP pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. This Section 9(c) shall survive expiration or termination of this Agreement.

10. Conflict of Interest and Non-Solicitation.

(a) Prior to CITY's execution of this Agreement, CCP shall complete a City of Fresno conflict of interest disclosure statement. Said statement is attached hereto as **Exhibit B** and incorporated herein by reference. During the term of this Agreement, CCP shall have the obligation and duty to immediately notify CITY in writing of any change to the information provided by CCP on **Exhibit B**.

(b) CCP shall comply, and require any of its subcontractors to comply, with all laws and regulations including, without limitation, conflict of interest laws, such as Government Code 1090 et. seq., the California Political Reform Act (Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of CITY, CCP shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, CCP and the respective subcontractor(s) are in full compliance with all laws and regulations. CCP shall take, and require any subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, CCP shall immediately notify CITY of these facts in writing.

(c) CCP represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(d) Neither CCP, nor any of CCP's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project. CCP and any of its subcontractors shall have no interest, direct or indirect, in any other contract in connection with this Project unless such interest is fully disclosed to and approved by CITY, in advance and in writing.

11. Nondiscrimination. CCP shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. During the performance of this Agreement, CCP agrees as follows:

(a) CCP will comply with all laws and regulations, as applicable, providing that no person in the United States shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) CCP will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical

disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. CCP shall take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CCP agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) CCP will, in all solicitations or advertisements for employees placed by or on behalf of CCP, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) CCP will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of CCP's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

12. Independent Contractor.

(a) In the furnishing of the services provided for herein, CCP is acting solely as an independent contractor. Neither CCP, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of CITY for any purpose. CITY shall have no right to control or supervise or direct the manner or method by which CCP shall perform its work and functions. However, CITY shall retain the right to administer this Agreement so as to verify that CCP is performing its obligations in accordance with the terms and conditions thereof.

(b) This Agreement does not evidence a partnership or joint venture between CCP and CITY. CCP shall have no authority to bind CITY absent CITY's express written consent. Except to the extent otherwise provided in this Agreement, CCP shall bear its own costs and expenses in pursuit thereof.

(c) Because of its status as an independent contractor, CCP and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to CITY employees. CCP shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, CCP shall be solely responsible, indemnify, defend and save CITY harmless from all matters relating to employment and tax withholding for and payment of CCP's employees, including, without limitation, (i) compliance with Social

Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in CITY employment benefits, entitlements, programs and/or funds offered employees of CITY whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, CCP may be providing services to others unrelated to CITY or to this Agreement.

13. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

14. Binding. Once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

15. Assignment.

(a) This Agreement is personal to CCP and there shall be no assignment by CCP of its rights or obligations under this Agreement without the prior written approval of CITY. Any attempted assignment by CCP, its successors or assigns, shall be null and void unless approved in writing by CITY.

(b) CCP hereby agrees not to assign the payment of any monies due CCP from CITY under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). CITY retains the right to pay any and all monies due CCP directly to CCP.

16. Compliance With Law. In providing the services required under this Agreement, CCP shall at all times comply with all applicable laws of the United States, the State of California and CITY, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

17. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.

No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

18. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding,

however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

19. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

20. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.

21. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

22. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

23. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

24. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

25. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both CITY and CCP.

26. Recycling Program. In the event CCP maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, CCP at its sole cost and expense shall:

- (i) Immediately establish and maintain a viable and ongoing recycling program, approved by CITY's Solid Waste Management Division, for each office and facility. Literature describing CITY recycling programs is available from CITY's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.
- (ii) Immediately contact CITY's Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.
- (iii) Cooperate with and demonstrate to the satisfaction of CITY's Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

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IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a municipal corporation

By: 
Rena Ramirez, Director
Department of Public Utilities

ATTEST:
REBECCA E. KLISCH
City Clerk

By: 
Cindy Bruer 5/8/08
Deputy

APPROVED AS TO FORM:
JAMES C. SANCHEZ
City Attorney

By: 
Senior Deputy

CALIFORNIA STATE UNIVERSITY,
SACRAMENTO; Center for Collaborative
Policy, an educational institution

By: 

Name: David Shannon

Title: Director, Procurement & Contract
Services
CSUS#CP070271

Addresses:

CITY:

City of Fresno
Attention: Lon Martin,
Assistant Director,
Department of Public Utilities
2600 Fresno Street, Rm. 3065
Fresno, CA 93721-3624
Phone: (559) 621-5383
FAX: (559) 488-1024

CCP:

Center for Collaborative Policy
Attention: Susan Sherry, Executive
Director
1303 J. Street, Suite 250
Sacramento, CA 95814
Phone: (916) 445-2079
FAX: (916) 445-2087

Attachments:

1. Exhibit A - Scope of Services
2. Exhibit B - Conflict of Interest Disclosure Form

**EXHIBIT A
SCOPE OF WORK
CCP and City of Fresno Public Utilities Department
Multi-Year Contract for Professional Services**

I. Background

The City of Fresno's Department of Public Utilities (DPU) provides essential utility services to the community including drinking water supply, wastewater treatment, sewer maintenance, refuse and recycling collection and community sanitation services. Like many public utility agencies, DPU is facing a number of challenges such as increasing state and federal regulations, inflationary pressures from energy and other costs, the need to rehabilitate and maintain its aging infrastructure, and meeting the growing needs of the community

To assure that any future rate increases and fiscal policies adequately address the long-term needs of the utility department and the City, the Mayor directed the City Manager to establish a Utility Commission (UC) in 2006. The UC was asked to develop a recommended five-year utility rate structure plan, develop recommendations on financial policies pertaining to rate-making, and to consider and seek consensus on a plan and timeline for formation of a special utility district to include all the City's public utilities.

City staff contacted the Center for Collaborative Policy for assistance in facilitating the Commission meetings and helping the Commission to reach consensus in its recommendations. The Center was also asked to consult with the Commission and assist with developing a public outreach program in anticipation of rate increases in most or all divisions of the DPU. The CCP team successfully facilitated a consensus process resulting in the Commission's final recommendations to the City Council, presented to the Council and the Mayor in November 2006.

Through the first half of 2007, CCP facilitators assisted the DPU in establishing the framework for creation of a new, ongoing Utility Advisory Committee. The principal purpose of this Committee was to continue to provide ongoing Fresno citizen input into the rate decisions of the City by advising the City Council on proposed rates for all of the divisions in the DPU.

In early 2008, the Center was asked to submit a scope for a multi-year contract with the City for a variety of facilitation and mediation services, including ongoing facilitation of the Utility advisory Committee.

The following scope describes the tasks the CCP team will provide to the DPU over the next five years.

II. Scope

Task 1. Prepare for, Facilitate and De-brief Utility Advisory Committee

The CCP team will work closely with the DPU staff to develop and carry out the workplan for the Advisory Committee. This will include regular conference calls, regular de-briefing of each Committee tour and meeting, and ongoing clarification of desired outcomes and actions from the Committee. It may also include additional teleconferences as needed. The team will also work closely with the Committee Chair, who will be an active part of the planning process for each policy issue and each Committee meeting. In addition, the CCP facilitator will be available to all Committee members and actively seek their input and involvement on key discussions. Committee meetings are typically held in Fresno's City Hall and can be as infrequent as once a month increasing in frequency to once a week.

The CCP facilitator will carry out the Charter and Operating Protocols of the Committee at each meeting. The CCP facilitator will work closely with the staff and Committee to ensure the Committee develops a clear shared understanding of all of the policy matters and rate issues before them. The CCP facilitator will assist the Committee in the recordation of outcomes or decisions, identify data gaps and early areas of agreement, and will facilitate a consensus-building decision-making process that will ensure that the resulting recommendations from the Committee reflect broad agreement among the members.

The CCP facilitator will produce detailed facilitation plans for each meeting, and assist in review of all meeting summaries. The CCP facilitator will also help edit any and all reports provided to the Council, including the final report, to ensure accuracy.

The CCP facilitator will work closely with Staff clarifying the final recommendations, aid in the preparation of the final report and the presentation to Council.

In addition, the CCP team will work closely with the DPU public affairs staff to ensure that the broader public is informed regarding all policy recommendations being developed by the Committee.

Finally, the CCP team will facilitate any additional meetings as requested that may involve other City staff, Advisory Committee subcommittees, and/or other members of the Fresno community concerned about a specific Utility policy issue.

Task Description

Includes Conference calls with City staff and Committee Chair on a regular basis to de-brief each Committee meeting and prepare an annotated agenda for the following week's meeting. Calls to other Committee members as requested or as necessary. Review draft meeting notes and action requests with the staff. Prepare and distribute annotated agenda.

Convene subcommittees of the Committee, as needed, between weekly meetings. For budgeting purposes, this scope assumes up to four subcommittee meetings per year..

Assumptions:

Three hour UAC meetings, plus 6 hours travel per meeting.

Two meetings per month, no meetings in July or August. 20 meetings per year

*City of Fresno PUD multi-year contract
Scope of Work,
CCP*

Up to 4 subcommittee meetings of 2 hours each, as needed, to be conducted by phone or on same day as a Committee meeting.

Meeting preparation and debrief: Average of 4 hours preparation/week for 10 months per year (43 weeks). City Staff will provide all meeting logistics, support services and outreach. City Staff will maintain the Committee workplan calendar

Hours per year:

CCP Staff:

Lead II: 240

Managing Senior: 68

Travel: 120 hours

Task 2. Provide strategic consultation, facilitation and mediation, collaborative public involvement and outreach as requested by the Department.

Collaborative public involvement goes beyond the basic requirement of public participation by creating opportunities for the public and agency staff to exchange information and influence one another's thinking. When done well, this approach can effectively address the most challenging public policy issues in a constructive way.

Over the next several years the DPU anticipates the need for CCP assistance on a number of new projects or initiatives. An example of a possible project is suggested below, to illustrate estimated cost for each of these types of services, as may be requested by DPU.

Task 2a. Collaborative public involvement and outreach for a Special Project such as the Water Meter transition process, water re-use or recycling program, San Joaquin River Settlement and/or other special projects, subject to written request by DPU Director.

Services would include the following as an example:

Upon written request of the DPU Director or his/her designee, develop and implement a public outreach strategy for a Special Project, including process design for an advisory committee or sub-committee if requested by the Council.

Work closely with DPU staff to develop a public involvement and outreach plan for the Special Project. This plan could include development a communications plan, preparation for and facilitation of at least two public workshops or community meetings per year in affected areas of the city. This task would also include coordination with the Department's public affairs firm as well as DPU staff. A CCP Associate mediator would work with the DPU staff, under the direction of CCP Lead, who would facilitate one of the community workshops. The associate Mediator would facilitate two of the meetings/workshops.

Assumptions:

16 hours each for up to 3 community meetings or workshops. 6 hours travel for each workshop.

35 hours for development of outreach strategy and communications plan.

CCP Staff:

*City of Fresno PUD multi-year contract
Scope of Work,
CCP*

Associate Mediator: 62 hours (outreach strategy development, prepare for an facilitate up to two meetings/workshops)

Lead Mediator: 21 (supervision on plan development, preparation and facilitation of one workshop, supervision)

Travel: 18 hours

Task 2b. Prepare for and facilitate citizen advisory committee for the Water Meter transition process and/or special projects

The current UAC could expand its mission to include serving as an advisory committee to the Council on the Water Meter transition process or other special DPU projects.

If the Council requests creation of a separate advisory committee or input on the Water Meter transition process or other special projects, CCP will provide facilitation services, as described above for the Utility Advisory Committee.

A CCP Associate Mediator, under supervision of Lead Mediator, would facilitate each advisory committee with periodic consultation from Managing Senior Mediator.

Assumption per advisory committee:

Quarterly meetings. DPU staff will provide all necessary meeting logistics support.

8 hours preparation per meeting, 3-hour meetings. 6 hours travel per meeting. 2 hours consult of lead mediator for each meeting.

Estimated 3 meetings per year

CCP Staff:

Associate Mediator: 33 hours

Lead Mediator: 4 hours

Managing Senior: 2 hours

CCP administrative staff: 12 hours

Task 2c. Facilitation assistance on other DPU special projects

For projects for which the DPU does not anticipate a more comprehensive public outreach or public involvement process, the CCP team would provide periodic, one-time or ongoing strategic consultation and facilitation assistance to DPU and City staff, upon prior written request of the DPU Director or his/her designee. This could include Facilitation of meetings in the Southeast Growth Area (SEGA) pertaining to the transition from groundwater to surface water service, or facilitation of collaborative problem solving on other special projects or DPU contracts.

Either a CCP Senior or Managing Senior Mediator would provide services.

Assumption:

40 hours per year (20 hours Managing Senior Mediator, Total of 20 hours for Senior and/or Lead – budget estimate uses 10 hours for each)

Task 3. Project Management

Overall management of CCP tasks; budget, contract management, administrative details. Communicate with City staff, as necessary.

Hours per year:

*City of Fresno PUD multi-year contract
Scope of Work,
CCP*

CCP Staff:

Managing Senior: 8 hours

III. Cost Breakdown

Not to exceed \$75,000 without obtaining advance written confirmation from the DPU Director or his/her designee that monies have been appropriated. CCP will immediately notify City in writing when they have incurred costs totaling \$60,000.

Hours will be billed on a monthly basis only as incurred.

Billing rates are as follows in the attached spreadsheet, including projected rate a standard escalator 3.5% increase for Labor at each new fiscal year.

CCP charges 15% overhead fee on all direct costs.

Other direct costs will include mileage for travel, other travel costs including hotel and meals for two meetings per month. Travel expenses will be based on current amounts allowed by the California Department of Personnel Administration. Postage rates are based on current USPS rates in effect at the time.

Mileage assumptions: 340 miles round trip

Hotel assumptions: \$90/night (including tax)(or state allowable based on CA DPA allowance))

Meal assumptions while traveling: (based on CA DPA allowance)

Billing rates: See Attached Spreadsheet

EXHIBIT " A" BUDGET
City of Fresno - Master Contract

SUMMARY

Task Descriptions	Manag'g Sr Mediator/ Selkirk \$175	Sr Mediator/ Facilitator Staff \$165	Lead Mediator/ Rubin \$145	Lead Mediator/ Staff \$135	Associate Mediator Staff \$125	Admin Staff \$60	Total Hours by Task	Hrs x rate	Summary	Five Year Plan
Travel Labor Rates	\$88	\$83	\$73	\$68	\$63					
Task 1: Facilitate Utility Advisory Committee	68.00	0.00	360.00	0.00	0.00	0.00	428.00	\$ 55,400		\$ 277,000
Task 2: Provide Strategic Consultation, Facilitation and M	22.00	10.00	37.00	4.00	125.00	12.00	210.00	\$24,720		\$ 24,720
Task 3: Project Management	8.00	0.00	0.00	0.00	0.00	0.00	8.00	\$ 1,400.00		\$ 7,000
Total Professional Services	98.00	10.00	397.00	4.00	125.00	12.00	646.00		\$ 81,520	\$ 308,720
Other Direct Costs (ODC)	Assumptions	Qty	UOM	Unit Rate	Extended Value					
Photocopying b/w	As required	200	page	\$ 0.06	\$ 12.00					
Photocopying color	As required	50	page	\$ 0.09	\$ 4.50					
Printing b/w	As required	0	page	\$ 0.06	\$ -					
Printing color	As required	0	page	\$ 0.09	\$ -					
Long Distance/FAX	As required	250	minute	\$ 0.06	\$ 15.00					
Postage	As required	20	ounce	\$ 0.41	\$ 8.20					
Supplies/Materials	For meetings	20	ea	\$ 35.00	\$ 700.00					
Publications/purchases	For meetings	5	ea	\$ 25.00	\$ 125.00					
Equipment rental	For meetings	2	ea	\$ 25.00	\$ 50.00					
Facility Charges/Catering	For meetings	10	ea	\$ 350.00	\$ 3,500.00					
Travel:										
Air Fare	0	0	Rd Trip	\$ -	\$ -					
Car Rental	0	0	0	\$ -	\$ -					
Lodging	\$84 per nite + tax	12	night	\$ 90.00	\$ 1,080.00					
Meals & Incidentals	based on state rates for travel	12	lot	\$ 40.00	\$ 480.00					
Mileage	12 trips to/firm meetings/ 340 mi per rd trip	340	mile	\$ 0.505	\$ 171.70					
Parking, Tolls, etc.	bridges & parking	12	lot	\$ 8.00	\$ 96.00					
Subtotal Other Direct Costs										\$ 6,242.40
Administrative Fee (15%) applied to ODCs										\$ 936.36
ESTIMATED NOT-TO-EXCEED BUDGET										\$ 88,698.76
										\$ 330,256.28

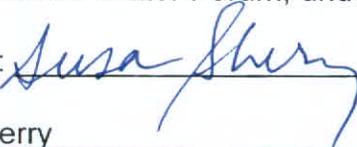
EXHIBIT B

DISCLOSURE OF CONFLICT OF INTEREST

Facilitator Services for Rate Commission
PROJECT TITLE

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	x
2	Do you represent any firm, organization or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	x
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	x	<input type="checkbox"/>
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	x
5	Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	x
* If the answer to any question is yes, please explain in full below.			

Explanation: #3: CCP currently facilitates the Upper Kings River Water Forum, under which a City representative participates.

Signature: 
 Susan Sherry
 (name)
 Center for Collaborative Policy
 (company)
 1303 J Street, Suite 250
 (address)
 Sacramento, CA 95814
 (city state zip)

Additional page(s) attached.

April 30, 2008

Council Adoption: 4/30/08
Mayor Approval:
Mayor Veto:
Override Request:

TO: MAYOR ALAN AUTRY

RECEIVED

FROM: REBECCA E. KLISCH, CMC
City Clerk

REC 2008 MAY -1 PM 1:37

CITY CLERK, FRESNO CA

SUBJECT: TRANSMITTAL OF COUNCIL ACTION FOR APPROVAL OR VETO

At the Council meeting of 4/29/08, Council took legislative action entitled **Appv multi-year professional svcs agrmnt, CSU Sacto., \$330,256.28, and encumber \$75,000, facilitation svcs for Utility Advisory Committee**, Item No. 1K, by the following vote:

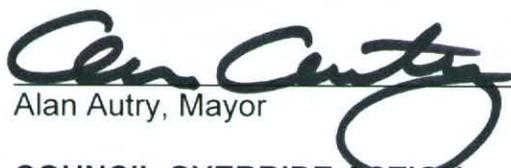
Ayes	:	Calhoun, Duncan, Perea, Sterling, Westerlund, Xiong
Noes	:	None
Absent	:	Dages
Abstain	:	None

Please indicate either your formal approval or veto by completing the following sections and executing and dating your action. Please file the completed memo with the Clerk's office on or before May 12, 2008. In computing the ten day period required by Charter, the first day has been excluded and the tenth day has been included unless the 10th day is a Saturday, Sunday, or holiday, in which case it has also been excluded. Failure to file this memo with the Clerk's office within the required time limit shall constitute approval of the ordinance, resolution or action, and it shall take effect without the Mayor's signed approval.

Thank you.

APPROVED:

VETOED for the following reasons: (Written objections are required by Charter; attach additional sheets if necessary.)


Alan Autry, Mayor

Date: 5/1/08

COUNCIL OVERRIDE ACTION:

Date: _____

Ayes	:
Noes	:
Absent	:
Abstain	:

City of
FRESNO  REPORT TO THE CITY COUNCIL

April 29, 2008

FROM: *for* RENE A. RAMIREZ, Director
Department of Public Utilities *FIDA*

BY: LON M. MARTIN, Assistant Director *L.M.*
Department of Public Utilities

SUBJECT: APPROVE A MULTI-YEAR PROFESSIONAL SERVICES AGREEMENT WITH CALIFORNIA STATE UNIVERSITY, SACRAMENTO CENTER FOR COLLABORATIVE POLICY TO CONDUCT FACILITATION SERVICES PRIMARILY FOR THE UTILITY ADVISORY COMMITTEE FOR \$330,256.28, AND ENCUMBER \$75,000 THIS FISCAL YEAR (FY2008)

AGENDA ITEM NO.	<i>1K</i>
COUNCIL MEETING	<i>4/29/08</i>
APPROVED BY	
DEPARTMENT DIRECTOR	
CITY MANAGER	

KEY RESULT AREA

Customer Service

Presented to City Council
Date *4/29/08*
Disposition *Approved*

RECOMMENDATION

1. Approve a multi-year Professional Services Agreement, expiring December 31, 2013, with California State University, Sacramento Center for Collaborative Policy for \$330,256.28 and encumber \$75,000 this fiscal year (FY2008).

EXECUTIVE SUMMARY

If approved, the Department of Public Utilities (DPU) will encumber \$75,000, approximately one year of effort, for facilitation, report and presentation preparation for the Utility Advisory Committee (UAC). The contract is based on time and materials, therefore the City will only pay for services authorized. Each year, if Council approves continuation of funding, as a part of the annual budget, this contract can and will remain in effect until December 31, 2013, and is not to exceed \$330,256.28. The agreement has been approved as to form by the City Attorney's Office.

During the 2006 Utility Advisory Commission meeting sessions the use of a professional facilitator proved to be critical in keeping the Commission on track, focused on the issues at hand, and developing equal ground, enabling consensus-based recommendations. Therefore, the DPU conducted a formal recruitment process according to A.O. 6-19, and out of two respondents, California State University, Sacramento Center for Collaborative Policy was selected.

KEY OBJECTIVE BALANCE

The facilitation of a Utility Advisory Committee balances the three key objectives in that it seeks customer input and participation with regard to public utility matters affecting customer service, it allows for employee participation, and will make recommendations to the financial management of the utility enterprise funds.

BACKGROUND

On February 27, 2007, Council adopted Resolution 2007-79, which enacted a five-year rate plan for Solid Waste, Water and Wastewater and established an ongoing Citizen Advisory Committee. On May 15, 2007,

REPORT TO THE CITY COUNCIL

Authorization of CCP Agreement

April 29, 2008

Page 2

City Council authorized the formation of a Citizen Advisory Committee, now called the Utility Advisory Committee (UAC). This Committee can encompass eleven (11) members, four (4) appointed by the Mayor and seven (7) from Council (one each). The UAC acts as a fact finding body to review, analyze, and when appropriate, make recommendations to the Mayor, the City Council, the City Manager and the Department, regarding utility issues. During this process, DPU experienced immediate success by incorporating the use of a professional facilitator to stay on track and to overcome complex deadlocks.

The appointment of members for the ongoing UAC took longer than expected, over five months, resulting in the appointment of seven (7) out of the eleven (11) members. This delayed the first UAC meeting until mid-November 2007. In order to make utility rate recommendations to Council prior to the adoption of the FY 2009 budget, the UAC was required to commence without a full membership. This action was predicated around the fact that the UAC recommendations to the Mayor and Council had to be completed prior to the adoption of the FY 2009 budget.

Since November, the UAC has spent many hours investigating and developing recommendations for the September 1, 2008, utility rate adjustments. The UAC is in the process of finalizing the recommendations for the September 1, 2008, rate adjustments. The Mayor, City Manager and the DPU can expect to receive the UAC's final report early next month.

In October 2006, the DPU entered into an informal contract with California State University, Sacramento Center for Collaborative Policy (CCP) to conduct facilitation services for the Utility Advisory Commission. Since then, Council adopted Resolution 2007-79, forming the Utility Advisory Committee to review utility rates on an annual basis. The current contract with CCP will expire shortly. As a result of this action, staff initiated a formal recruitment process according to A.O. 6-19 to hire a professional facilitation firm to conduct facilitation services over the next five (5) plus years. On December 17, 2007, a Request for Qualifications was sent directly to three companies. On January 7, 2008, an advertisement was published in the Fresno Bee resulting in an inquiry from another company who was promptly mailed a Request for Qualifications. A total of four (4) firms received a Request for Qualifications, which were due by January 14, 2008. Two firms submitted Statements of Qualifications, each were reviewed and rated. CCP was found to be the most qualified firm to conduct facilitation services. In addition to facilitation services for the UAC, and if authorized, this contract allows for facilitation services that may be required for future commissions, large capital project planning sessions, public meetings or possibly meetings with developer groups.

FISCAL IMPACT

Each of the three Divisions, Water, Wastewater, and Solid Waste has funding for this contract in their FY 2008 budget. The funding program is as follows:

	UAC Facilitation	Water Meter Program
Water -	\$25,000	Future Project
Wastewater -	\$25,000	\$0
Solid Waste -	<u>\$25,000</u>	<u>\$0</u>
Sub-Total -	\$75,000	\$0

FY 2008 - Total to be encumbered - \$75,000

The DPU will seek City Council authorization for the remaining \$255,256.28 (\$330,256.28 - \$75,000) or portions of, annually during the budget approval process.