

**CITY COUNCIL MEETING
OF THE
CITY OF PARLIER**

"SPECIAL MEETING AGENDA"

DATE: Monday, June 06, 2016
TIME: 5:00 P.M.
PLACE: Parlier City Council Chambers
1100 E. Parlier Avenue
Parlier, CA. 93648

I. CALL TO ORDER/WELCOME:

Roll Call: Mayor Alma M. Beltran, Mayor Pro-Tem Raul Villanueva, Councilwoman Diane Maldonado, Councilwoman Yolanda Padilla, Councilman Juan Montaño, City Clerk Dorothy Garza.

Flag Salute: Mayor Alma M. Beltran

Invocation: Council member Yolanda Padilla

II. PUBLIC COMMENTS ON CLOSED SESSION:

(THIS PORTION OF THE MEETING IS RESERVED FOR PERSONS DESIRING TO ADDRESS THE COUNCIL ON AN ITEM WHICH IS TO BE CONSIDERED DURING CLOSED SESSION. SPEAKERS SHOULD LIMIT THEIR COMMENTS TO FIVE (5) MINUTES.)

III. CLOSED SESSION:

1. Government Code Section 54957.6 CONFERENCE WITH LABOR NEGOTIATORS
Agency representative: Israel Lara, City Manager and Jenell Van Bindsbergen, City Attorney
Employee Organization: Parlier Peace Officers Association.

IV. ADDITIONS/DELETIONS TO THE AGENDA:

V. PRESENTATIONS/INFORMATIONAL:

A. Tony Boren, Fresno COG to make a presentation on Transportation Funds.

VI. CONSENT CALENDAR: These matters are routine in nature and will be enacted with one vote. There will be no separate discussion for these items unless requested; in which case, the item will be removed from the Consent Calendar for separate action. Prior to

action on the Consent Calendar, the public will be given the opportunity to comment on any consent calendar item.

B. Adopt and approve Minutes dated April 12, 2016.

C. City Council approve the selection of the Mayor as the Director, the City Manager as the Alternate Director and the City Engineer as an Alternate Director to represent the City of Parlier at the Upper Kings Basin IRWM Authority Board Meetings.

VII. DEPARTMENT REPORTS:

A. ADMINISTRATION DEPARTMENT:

1. **SUBJECT:** Professional Services related to Measure S Parcel Tax analysis and Public Opinion Research.

RECOMMENDATION: The City Staff recommends the City Council accept the proposals received and authorize staff to enter into a professional services agreement with A.M. Peche & Associates and a professional services agreement with Gene Bregman & Associates for Measure S Parcel Tax analysis and Public Opinion Research with Attorney approval.

VIII. ADJOURNMENT:

ADA Notice: In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (559) 646-3545 ext. 227. Notification 48 hours prior to the meeting will enable the City to make arrangements to ensure accessibility to this meeting.

Documents: Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the front counter at City Hall located at 1100 E. Parlier Avenue, Parlier, CA. during normal business hours. In addition, most documents are posted on the City's website at parlier.ca.us

STATEMENT ON RULES OF DECORUM AND ENFORCEMENT

The Brown Act provides that members of the public have a right to attend public meetings, to provide public comment on action items and under the public forum section of the agenda, and to criticize the policies, procedures, or services of the city or of the acts or omissions of the city council. The Brown Act also provides that the City Council has the right to exclude all persons who willfully cause a disruption of a meeting so that it cannot be conducted in an orderly fashion.

During a meeting of the Parlier City Council, there is a need for civility and expedition in the carrying out of public business in order to ensure that the public has a full opportunity to be heard and that the Council has an opportunity to conduct business in an orderly manner. The following is provided to place everyone on notice of the rules of decorum and enforcement.

GENERAL RULES OF DECORUM

While any meeting of the City Council is in session, the following rules of decorum shall be observed:

1. All remarks shall be addressed to the City Council as a whole and not to any single member, unless in response to a question from a member of the City Council.
2. A person who addresses the City Council under public comment for a specific agenda item or under the Public Forum section of the agenda may not engage in speech or conduct (i) which is likely to provoke others to violent or riotous behavior, (ii) which disturbs the peace of the meeting by loud and unreasonable noise, (iii) which is irrelevant or repetitive, or (iv) which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.
3. A person, other than members of the Council and the person, who has the floor, shall not be permitted to enter into the discussion unless requested by the Mayor to speak.
4. Members of the City Council may not interrupt a person who has the floor and is making public comments. Members of the City Council shall wait until a person completes his or her public comments before asking questions or commenting. The Mayor shall then ask Council members if they have comments or questions.
5. No person in the audience at a Council meeting shall engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, whistling, stamping of feet or other acts which disturb, disrupt or otherwise impeded the orderly conduct of any Council meeting.

MINUTES

CITY OF PARLIER CITY COUNCIL MEETING

“SPECIAL MEETING AGENDA”

DATE: **TUESDAY, APRIL 12, 2016**
TIME: **3:00 P.M.**
PLACE: **Parlier City Council Chambers**
1100 E. Parlier Avenue
Parlier, CA 93648

I. CALL TO ORDER/WELCOME:

The City Council Special Meeting of the City of Parlier in the Parlier City Council Chambers located at 1100 E. Parlier Avenue, Parlier, California 93648.

Cancelled due to lack of quorum.

II. PUBLIC COMMENTS: PERSONS WISHING TO ADDRESS THE COUNCIL ON ITEMS WITHIN ITS JURISDICTION, BUT NOT ON THIS AGENDA MAY DO SO NOW

Note: State law allows the Council to briefly respond to questions on items raised by the public, which are not on the agenda. Government Code Section 54954.2(a). Alternatively, the Council may choose to direct staff to provide information at a following meeting. Any member of the public may comment on any matter within the jurisdiction of the City that is not on the agenda. Those wishing to comment should be recognized by the Mayor and approach the podium. Comments are limited to five (5) minutes.

III. BUDGET WORKSHOP

A. FINANCE DEPARTMENT:

1. **SUBJECT:** Fiscal Year 2016/2017 – Budget Discussion

RECOMMENDATION: Staff recommends that the Council accept the information on the Budget discussion and direct staff accordingly.

IV. ADJOURNMENT:



AGENDA ITEM: VI - B

MEETING DATE: 06-06-16

DEPARTMENT: Consent

REPORT TO CITY COUNCIL

SUBJECT:

Upper Kings Basin Integrated Regional Water Management (IRWM) Authority Representatives.

RECOMMENDATION:

City Council approve the selection of the Mayor as the Director, the City Manager as an Alternate Director and the City Engineer as an Alternate Director to represent the City of Parlier at the Upper Kings Basin IRWM Authority Board Meetings.

BACKGROUND:

The City of Parlier is a member of the Upper Kings Basin IRWM Authority per Resolution 2009-15 and pays Annual Member Dues. Said Resolution assigned two representatives from the City of Parlier, the Director and an Alternate Director, that was to represent the City of Parlier at the Upper Kings Basin Board Meetings. Said Resolution assigned the former Mayor, Armando Lopez, and former City Manager, Lou Martinez, that are no longer employed nor hold an elected position on the City Council. To avoid having to reassign representatives in the future, the Upper Kings Basin IRWM Authority requested the City to assign the representatives for the City of Parlier to be specific titles (i.e. Mayor, City Manager, City Engineer, etc.) with no specific names attached. In summary, the Director will continue to be the Mayor, an Alternate Director will continue to be the City Manager and the City will add another Alternate Director to be the City Engineer to assure that a representative from the City of Parlier will be in attendance for said Board Meetings.

FISCAL IMPACT:

There will be no new fiscal impact to the City to reassign the representatives.

Prepared By:

Philip Romero, City Engineer
Yamabe & Horn Engineering, Inc.

Approved By:

Israel Lara, Jr
City Manager

Attachments: Resolution 2009-15

_____ Finance Director _____ Attorney _____ City Manager

**CITY OF PARLIER
RESOLUTION NO. 2016-17**

**APPROVING UPPER KINGS BASIN INTEGRATED
REGIONAL WATER MANAGEMENT
JOINT POWERS AGREEMENT**

WHEREAS, the City of Parlier is vitally interested in the management of water supplies available or delivered within its boundaries; and

WHEREAS, one of the water supplies of great importance to the City of Parlier is the Kings River; and

WHEREAS, in order to maximize the beneficial use of Kings River water, the City of Parlier has been pursuing integrated regional water management planning strategies for the Upper Kings Basin with other interested parties through an informal coalition sometimes referred to as the Upper Kings Basin Water Forum; and

WHEREAS, through the Upper Kings Basin Water Forum, the parties thereto developed and adopted an integrated regional water management plan for the Upper Kings Basin (the "Upper Kings Basin IRWMP") and have undertaken various activities in furtherance of that plan; and

WHEREAS, the City of Parlier and other members of the Upper Kings Basin Water Forum wish to facilitate continued integrated water resource management on the Upper Kings Basin by forming a joint powers authority to replace the informal Upper Kings Basin Water Forum and to pursue appropriate water resource planning opportunities in accordance with the applicable provisions of California law and the Upper Kings Basin IRWMP.

THEREFORE, BE IT RESOLVED, that the foregoing recitals are true and correct;

RESOLVED FURTHER, that the City of Parlier hereby reaffirms its support for and adoption of the Upper Kings Basin IRWMP and shall continue to support its implementation;

RESOLVED FURTHER, that the City of Parlier has determined that it wishes to become a member of the Upper Kings Basin Integrated Regional Water Management Authority in order to further pursue cooperative planning opportunities for Kings River water in accordance with the Upper Kings Basin IRWMP;

RESOLVED FURTHER, that the Mayor and City Manager of the City of Parlier are hereby authorized and directed to execute and deliver the referenced joint powers agreement on behalf of the City of Parlier so that the City of Parlier shall become a member of the Upper Kings Basin Integrated Regional Water Management Authority; provided, that the City of Parlier's signature on such joint powers agreement shall not be deemed effective, and it shall not

become a member of the Upper Kings Basin Integrated Regional Water Management Authority, unless and until all other public agencies and/or mutual water companies have approved the joint powers agreement and agreed to become members];

RESOLVED FURTHER, that Mayor is hereby designated as the City of Parlier's director on the new joint powers authority's board of directors, City Manager and the City Engineer are designated as the alternates;

RESOVLED FURTHER, that City of Parlier staff is authorized and directed to take such further actions as they deem necessary or appropriate to implement the foregoing resolutions.

I hereby certify that the foregoing is full, true and correct Resolution duly and regularly adopted and passed by the City Council of the City of Parlier at a meeting thereof held on the 6th day of June, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

City Clerk



AGENDA ITEM: VII-A1
MEETING DATE: 6/06/16
DEPARTMENT: Administration

REPORT TO CITY COUNCIL

SUBJECT:

Professional Services related to Measure S Parcel Tax analysis and Public Opinion Research

RECOMMENDATION:

Staff recommends the City Council accept the proposals received and authorize staff to enter into a professional services agreement with A.M. Peche & Associates and a professional services agreement with Gene Bregman & Associates for Measure S Parcel Tax analysis and Public Opinion Research.

BACKGROUND:

During the past years the City has experienced significant revenue decreases in the General Fund, therefore reducing the City's capacity to fund public safety. In the past years, the City has placed Measure S on the voting ballot but has been unsuccessful in passage. A.M. Peche & Associates has been involved in the successful passage of five parcel tax elections. Most recently, they have assisted the City of Orange Cove with parcel tax analysis that led to the passage of Measure O on November 4, 2014. Gene Bregman & Associates has prepared surveys and polled voters for various public sector clients including many California cities. Mr. Bregman has provided a proposal to the City on the services that would be provided in the survey process. The survey can be conducted in English and Spanish.

FISCAL IMPACT:

The fiscal impact of the services to be provided by A.M. Peche & Associates will be up to \$7,500 to be funded by the General Fund. The fiscal impact of the services to be provided by Gene Bregman & Associates will be \$15,000 also to be funded by the General Fund. In addition to the professional services agreements mentioned above the City will need to order data from California Municipal Statistics, Inc. ("Cal Muni") which will cost \$500 to \$600.

Prepared By:

Israel Lara, Jr.
City Manager

Attachments:

1. A.M. Peche & Associates Proposal for Hourly Parcel Tax Analysis
2. Gene Bregman & Associates Proposal to provide Public Opinion Research

_____ Finance Director

_____ Attorney

 City Manager

A. M. Peché & Associates LLC

1025 Morton Street
Alameda, CA 94501-3904
Phone (510) 521-2077
Fax (510) 521-2078
apeche@PechéAssociates.com

April 19, 2016

Mr. Israel Lara Jr.
City Manager
Ms. Jasmine Bains
Finance Director
City of Parlier
1100 E. Parlier Avenue
Parlier, CA 93648

RE: Proposal for Hourly Parcel Tax Analysis

Dear Israel and Jasmine:

It is my pleasure to provide this Proposal for Hourly Parcel Tax Analysis to the City of Parlier. A. M. Peché & Associates LLC ("Peché & Associates LLC") has been involved in the successful passage of five parcel taxes elections. Most recently, we assisted the City of Orange Cove with parcel tax analysis that led to the passage of Measure O on November 4, 2014. Measure O was for Police and Fire services.

For the successful Measure O initiative, I worked with Gene Bregman, of Gene Bregman & Associates. I provided various potential tax rates for Orange Cove single family parcels that were used in the survey by Gene Bregman. Gene Bregman is providing a separate proposal for his firm. The analysis and survey were critical to passage on the first attempt with a 67.45 percent approval. Similar to the Orange Cove assignment, I will analyze various tax rates and potential revenue from these taxes for Parlier. The single family tax rate will then be used in the survey that is designed specifically for Parlier.

The following can be called upon as references: Sam Escobar, City Manager, City of Orange Cove, (559) 626-4488 ext. 7; Lan Bui, former Finance Director during the parcel tax analysis and passage of Measure O, (559) 281-9342.

For this engagement, I propose my standard hourly fee of \$175 per hour, plus expenses. The Contract amount would be for up to \$7,500. This would not include data that will be necessary to prepare the analysis that can be ordered from California Municipal Statistics, Inc. ("Cal Muni"). The estimated cost of this data is \$500 to \$600 and the City will be required to pay Cal Muni directly for this. This data is the Land Use, Per Family Single-Family Assessed Valuation, and Citywide Secured and Unsecured Assessed Valuations that will be necessary to prepare the parcel tax analysis.

I have attached a Contract for Peché & Associates LLC with the Hourly Fee and Expenses, Scope of Services, Additional Disclosures and other information. Should you wish to proceed, this Contract can be signed once it is approved by the City Council.

I look forward to working with you and please feel free to call me with any questions.

Sincerely yours,



Albert M. Peché
Manager

CONSULTING SERVICES CONTRACT

This **CONSULTING SERVICES CONTRACT** (the "Contract") is made and entered into as of the ____ day of ____, 2016, ("Effective Date"), by and between the **City of Parlier** ("City" or "Parlier") and **A. M. Peché & Associates LLC** ("Consultant" or "Peché & Associates LLC").

Upon the following terms and conditions of this Contract, Parlier desires to retain Consultant to perform the following:

1. PROFESSIONAL SERVICES.

Consultant will provide services under the terms and conditions of this Contract. The services will consist of performing analysis, as shown in the Scope of Services section at the end of this Contract, which can be used in a parcel tax public opinion survey that could lead to a parcel tax election for Parlier.

2. COMPENSATION, INVOICING AND PAYMENT.

As sole compensation for the performance of the services, Parlier will pay Consultant a fee of \$175.00 per hour plus approved costs and expenses. Expenses will include photocopying, conference call charges, meals and travel costs for travel to Parlier. Telephone, phone and miscellaneous expenses will be billed at a flat fee of \$50 per month for months for which work is provided. Total compensation shall not exceed \$7,500. This excludes any information required from outside sources like California Municipal Statistics Inc. that shall be paid for directly by Parlier. In no event shall Consultant undertake work without Parlier's prior approval. Consultant will invoice Parlier on a monthly basis. Parlier will pay each such invoice no later than thirty (30) days after its receipt. Consultant will receive no royalty or other remuneration for the production or distribution of any products developed by Parlier or by Consultant in connection with or based upon the services. Consultant will not be entitled to receive any vacation or illness payments, or to participate in any plans, arrangements, insurance or other similar benefits that Parlier makes to Parlier's employees.

3. OWNERSHIP OF WORK PRODUCT.

Consultant agrees that any and all ideas, designs, documents, information, materials, improvements conceived, developed, created in the performance of the services under this Contract shall be the sole and exclusive property of Parlier (the "Work Product"). Consultant further agrees that Parlier is, and shall be, vested with all right, title and interest in the Work Product. The provisions of this Section 3 shall survive the termination of this Contract for any reason.

4. TERM.

Either party may terminate this Contract upon 14-days notice to the other party for any reason or no reason. In the event Parlier terminates this Contract, Consultant shall cease all work immediately after receiving notice from Parlier unless otherwise advised by Parlier and shall invoice Parlier for all time, costs and expenses incurred up to such termination date. The timing

of such invoice and payment shall be made without regard to the monthly invoice scheduling set forth in Section 2 of this Contract. If neither party terminates this Contract, this Contract shall continue in effect until time mutually agreed upon by the parties.

5. INDEPENDENT CONTRACTOR.

Consultant is an independent contractor and is not an agent or employee of Parlier. Consultant has no authority to bind Parlier by contract or otherwise, or make governmental decisions. Consultant will perform the professional services under the general direction of Parlier City Manager, or Finance Director or their designee, subject to the requirement that Consultant shall at all times comply with applicable law. Consultant can utilize a subcontractor as necessary to perform services under this Contract.

6. WARRANTY.

Parties recognize the fact that the services require specialized skills and experience on the part of the Consultant. Consultant warrants that the services hereunder will be of a professional quality conforming to generally accepted industry standards and practices and that Consultant shall maintain all required licenses and certification necessary for performance of the services under this Contract.

Parlier acknowledges that Consultant is not an attorney and cannot give legal advice, including but not limited to, the structure of any parcel taxes that Parlier can legally put before voters of the City.

Parlier acknowledges that the Consultant will not independently verify any of the data or information provided to the Consultant, nor will the Consultant conduct a detailed investigation of the affairs of Parlier to determine the accuracy or completeness of the information gathered and given to the Consultant.

7. GOVERNMENT CODE.

Consultant and its representatives are not public officials or participating in governmental decisions, as those terms are used in Section 87100 of the California Government Code. No actions or opinions necessary for the performance of Consultant's duties under this Contract will cause Consultant to be a "public official" or "participating in a governmental decision," as those terms are used in Section 87100 of the California Government Code.

8. GOVERNING LAW.

This Contract will be governed by and construed in accordance with the laws of the State of California excluding that body of law pertaining to conflict of laws.

9. NOTICE.

All notices, including notices of address changes, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed to the addresses listed below:

(a) **Parlier:** Israel Lara, City Manager, City of Parlier, 1100 E. Parlier Avenue, Parlier, CA 93648.

(b) **Consultant:** Albert M. Peché, Manager, A. M. Peché & Associates LLC, 1025 Morton Street, Alameda CA 94501-3904.

11. SEVERABILITY.

In the event any provision of this Contract is held to be invalid or unenforceable, the remaining provisions of this Contract will remain in full force and effect.

12. ASSIGNMENT.

Peché & Associates LLC may assign this Contract to a successor firm upon the consent of Parlier. Parlier agrees to make all payments to the assignee designated in the assignment.

13. WAIVER.

The waiver by either party of any default or breach of this Contract shall not constitute a waiver of any other or subsequent default or breach.

14. ADDITIONAL DISCLOSURES

Additional Disclosures required by Municipal Advisors are listed after the Scope of Services at the end of this Contract and that are part of this Contract.

15. ENTIRE CONTRACT.

This Contract constitutes the complete Contract between the parties and supersedes all previous Contracts or representations, whether written or oral, with respect to the subject matter described herein. This Contract may not be modified or amended except in writing signed by a duly authorized representative of each party. It is expressly agreed that any terms and conditions of Consultant's invoices shall be superseded by the terms and conditions of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed the **CONSULTING SERVICES CONTRACT** as of the date set forth in the first paragraph hereof.

CITY OF PARLIER

CONSULTANT

Israel Lara
City Manager
City of Parlier

Albert M. Peché
Manager
A. M. Peché & Associates LLC

City of Parlier/A. M. Peché & Associates LLC
CONTRACT FOR SERVICES
SCOPE OF SERVICES

In performing under this Contract, Peché & Associates LLC shall, as and when requested by Parlier, perform the following services:

Phase I

When requested, Peché & Associates LLC will provide research and analyses that will lead to answering the following:

- How many parcels are in the City?
- What parcels are residential, nonresidential or vacant unimproved parcels?
- How many parcels are governmental land that is exempt from taxation?
- What is the assessed value of the City?
- What is the single family assessed value breakdown?
- What are the assessed values and land use of the parcels?
- What would be the effect on potential parcel tax revenue from different parcel taxes on single family, multifamily, commercial, industrial and other land use codes?
- If legal what would be the effect of exempting, or charging a lower rate, for undeveloped parcels?
- If legal what would be the effect of estimating senior ownership and then exempting senior citizens (including a realistic estimate of how many seniors would take advantage of the exemption)?

The estimate of hours for Phase I will be between 20 and 25 hours.

Phase II

If the survey shows a successful outcome and Parlier desires to move forward with a parcel tax election, Peché & Associates LLC will assist in developing the 75-word ballot argument. If necessary, we will also prepare a tax rate statement.

The estimate of hours for Phase II will be between 10 and 15 hours.

ADDITIONAL DISCLOSURES

Fiduciary Duty

Consultant is registered as a Municipal Advisor with the SEC and Municipal Securities Rulemaking Board (MSRB). As such, Consultant has a Fiduciary duty to the City and must provide both a Duty of Care and Loyalty that entail the following:

Duty of Care

- a) exercise due care in performing its municipal advisory activities;
- b) possess the degree of knowledge and expertise needed to provide the City with informed advice;
- c) make a reasonable inquiry as to the facts that are relevant to City's determination as to whether to proceed with a course of action or that form the basis for any advice provided to City; and
- d) undertake a reasonable investigation to determine that Consultant are not forming any recommendation on materially inaccurate or incomplete information; Consultant must have a reasonable basis for:
 - i. any advice provided to or on behalf of City;
 - ii. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by City, any other party involved in the municipal securities transaction or municipal financial product, or investors in the City securities; and
 - iii. any information provided to the City or other parties involved in the municipal securities transaction when participating in the preparation of an official statement.

Duty of Loyalty

Consultant must deal honestly and with the utmost good faith with City and act in City's best interests without regard to the financial or other interests of Consultant. Consultant will eliminate or provide full and fair disclosure (included herein) to City about each material conflict of interest (as applicable). Consultant will not engage in municipal advisory activities with City as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in City's best interests.

Conflicts of Interest and Other Matters Requiring Disclosures:

- As of the date of the Contract, there are no actual or potential conflicts of interest that Consultant is aware of that might impair its ability to render unbiased and competent advice or to fulfill its fiduciary duty. If Consultant becomes aware of any potential conflict of interest that arises after this disclosure, Consultant will disclose the detailed information in writing to City in a timely manner.
- The fee paid to Consultant increases the cost of investment to City. The increased cost occurs from compensating Consultant for municipal advisory services provided.

- Consultant does not act as principal in any of the transaction(s) related to this Contract.
- During the term of the municipal advisory relationship, this Contract will be promptly amended or supplemented to reflect any material changes in or additions to the terms or information within this Contract and the revised writing will be promptly delivered to City.
- Consultant does not have any affiliate that provides any advice, service, or product to or on behalf of the client that is directly or indirectly related to the municipal advisory activities to be performed by Consultant;
- Consultant has not made any payments directly or indirectly to obtain or retain City's municipal advisory business;
- Consultant has not received any payments from third parties to enlist Consultant's recommendation to City of its services, any municipal securities transaction or any municipal finance product;
- Consultant has not engaged in any fee-splitting arrangements involving Consultant and any provider of investments or services to City;
- Consultant has a conflict of interest from compensation for municipal advisory activities to be performed, that is contingent on the size or closing of any transactions as to which Consultant is providing advice;
- Consultant does not have any other engagements or relationships that might impair Consultant ability either to render unbiased and competent advice to or on behalf of City or to fulfill its fiduciary duty to City, as applicable; and
- Consultant does not have any legal or disciplinary events that are material to City's evaluation of the municipal advisory or the integrity of its management or advisory personnel.

Legal Events and Disciplinary History

Consultant does not have any legal events and disciplinary history on their Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. City may electronically access Consultant's most recent Forms MA and each most recent Forms MA-I filed with the Commission at the following website: www.sec.gov/edgar/searchedgar/companysearch.html.

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC.

Recommendations

If Consultant makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by City and is within the scope of the engagement, Consultant will determine, based on the information obtained through reasonable diligence of Consultant whether a municipal securities transaction or municipal financial product is suitable for City. In addition, Consultant will inform City of:

- the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;
- the basis upon which Consultant reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for City; and
- whether Consultant has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve City's objectives.

If City elects a course of action that is independent of or contrary to the advice provided by Consultant, Consultant is not required on that basis to disengage from City.

Record Retention

Effective July 1, 2014, pursuant to the Securities and Exchange Commission (SEC) record retention regulations, Consultant are required to maintain in writing, all communication and created documents between Consultant and City for five (5) years.



GENE BREGMAN & ASSOCIATES
Public Opinion & Marketing Research

***PROPOSAL TO PROVIDE
PUBLIC OPINION RESEARCH
FOR THE
CITY OF PARLIER, CALIFORNIA***

***PREPARED BY
GENE BREGMAN AND ASSOCIATES***

April 19, 2016



*P.O. Box 2799, Aptos, CA 95001
831.685.2700*

www.GeneBregmanAndAssociates.com



I. Introduction

Thank you for giving Gene Bregman & Associates (GBA) the opportunity to offer this proposal to conduct public opinion research on behalf of the City of Parlier. For more than three decades, Gene Bregman has designed and analyzed a multitude of public opinion research projects for municipalities, other governmental entities, school districts, public interest and community organizations, on issues concerning legislative and ballot issues, and for candidates for elective office at virtually every level of electoral politics. We have conducted public opinion research in every state in the nation. One of the many cities for whom we have conducted election-related research includes having conducted the polling that led the City of Orange Cove to its successful 2014 parcel tax measure. Some of our other cities and city agency clients throughout California have included the cities of Angels Camp, El Cajon, Marina, Oakland, Paso Robles, San Francisco, San Pablo, Santa Cruz, Vacaville, Watsonville and others.

We have helped pass numerous tax related measures, including parcel taxes, bond measures, sales tax initiations and renewals, water and sewer taxes, etc.. The billions of dollars raised by these measures have been used for many purposes, including public safety (police and fire), streets, roads and transportation, libraries, water quality improvements, health care, schools and others.

II. Scope of Services

Gene Bregman & Associates will conduct a survey among likely voters in the City of Parlier that will achieve the following objectives:

1. Explore the current image of the City of Parlier, voters' attitudes towards the City, and their assessments of the strengths and weaknesses of local government;
2. Determine voter perceptions of the needs of the City and the priorities that voters set for those needs;
3. Determine voter attitudes towards a possible parcel tax ballot measure for the City and the optimum amount to place before the voters;



4. Determine if November, 2016 is the best time to place a measure before the voters;
5. Evaluate voters' top priorities for money raised in order to design a measure that best addresses the desires of the community;
6. Determine the most effective and important reasons for your voters to support a parcel tax measure;
7. Develop a demographic profile of City voters, including how various demographic groups differ in their opinions and attitudes towards a possible ballot measure.

We will select the survey sample from highly sophisticated and up-to-date voter registration files. This information, when combined with the answers to our survey questions, is essential as we identify voters who are most likely to vote in general, primary, municipal, special or mail-only elections. It is critical to remember that any survey must interview only likely voters. Being a registered voter is not enough. Those likely to vote will have demonstrated their interest in voting through their history in previous elections.

The sample will be drawn from lists of registered voters which have been matched with telephone directories and other lists to maximize the quantity of available telephone numbers. Since this is a small city, we would expect that a sample of 120 to 150 voters will be adequate.

We believe that it is of the utmost importance to go beyond simple questions and simple answers. For example, you will never see us ask if a problem is serious or not serious. We require differentiation between those with strong opinions and those with weaker opinions, those who say the problem is "extremely serious," or "very serious" rather than those who say it is only "somewhat serious" or "not too serious." Therefore, virtually all questions in our polls will delve into the intensity of feeling that voters bring to an issue. Only in this way can we separate those voters with a general opinion on an issue from those who are moved to take action because of that same issue (even if the "action" is just voting "yes" or "no").

Interviews are conducted by a regularly employed staff of full-time professional interviewers who specialize in conducting interviews for public opinion surveys. We supervise the interviewing process and verify that interviews are conducted according to our specifications. Supervisory procedures include continuous on-site and telephone monitoring of interviews. GBA follows



established industry standards for call backs of busy or "not-at-home" numbers designed specifically to maintain the randomness of interviewee selection and the validity of the survey. A regularly employed staff of full-time professional interviewers conducts interviews in English, Spanish, Vietnamese, Cantonese, Mandarin and other languages, as well. In one project not long ago, our bilingual interviewers completed 85 percent of the interviews in Spanish.

III. Summary of Services

To summarize, we will provide to the City of Parlier:

- Random telephone survey of 120 to 150 likely voters;
- Consultation solely with principal of Gene Bregman & Associates;
- Assistance in developing topic areas to be investigated;
- Development of survey questionnaire;
- Scientific sample selection to assure our reaching an accurate representation of the voting population;
- Pre-testing of questionnaire;
- Conduct of field work from our central phone bank, including Spanish-speaking interviewers with a translated questionnaire;
- Editing, coding, and electronic data processing;
- A full computer printout of all cross-tabulated data;
- Analysis of survey results;
- In-person presentation of results;
- On-going strategy and consultation.

IV. Cost

All of our projects are billed as a flat rate. Therefore, all costs are included in our fee, including all services as outlined in this proposal and provided by Gene Bregman & Associates.

As noted earlier, we will complete 120 to 150 interviews with likely voters in the City of Parlier. We assume that the survey will average approximately 15 to 18 minutes per completed interview. We also assume that the District will provide the Spanish language translation of the questionnaire.

The total cost of this project is \$15,000. All travel expenses will be billed at cost.

Along with this proposal, as Attachment A, is our contract for the poll.



V. Recent Clients

As noted earlier, among our recent clients have been several cities and city agencies throughout California. Some of these have included the cities of Orange Cove, as well as Angels Camp, El Cajon, Marina, Oakland, Paso Robles, San Francisco, San Pablo, Santa Cruz, Vacaville, Watsonville and others.

Public Sector Clients

AC Transit
Alameda Hospital
City of Angels (Angels Camp), California
Bay Area Regional Water Recycling Program
Bend (Oregon) Chamber of Commerce
California Alliance for Jobs
California Consortium for the Prevention of Child Abuse
California Public Utilities Commission
California State Board of Funeral Directors and Embalmers
California State Senate
Central Coast Alliance for Health
Central Oregon Mobility Consortium
Cerrell Associates, Inc.
CirclePoint (formerly Public Affairs Management
El Camino Hospital
City of El Cajon, California
Former San Francisco Mayor Dianne Feinstein
Greater Vallejo Recreation District
Grossmont Healthcare District
Hi-Desert Health Care District
HMC Architects
Japantown Planning, Preservation and Development Task Force
Kimley-Horn & Associates
The City of Las Vegas, Nevada
Marin Healthcare District
City of Marina, California
Media and Associates
Monterey County District Attorney
Napa County Transportation and Planning Agency
Napa Police Officers Association
City of Oakland, California



Oakland Community Organization
City of Orange Cove, California
City of Paso Robles, California
Public Affairs Management
Reno Gazette-Journal
Ripon Fire District
Riverside Police Department
San Bernardino County Board of Supervisors
San Francisco Health Department, AIDS Office
San Francisco Residential Builders Association
San Jose Redevelopment Agency
City of San Pablo, California
Santa Clara County Library
Santa Clara County Open Space Authority
City of Santa Cruz, California
Santa Cruz County
Santa Cruz County Fire
Santa Cruz County Libraries
Santa Cruz County Public Works Department
Santa Cruz County Regional Transportation Commission
City of Sausalito, California
Scotts Valley Fire Protection District
"Seacliff Needs a Park"
Senate Democratic Leadership Fund
Sheinkopf Ltd.
Solano County Economic Development Corporation
Soquel Creek Water District
University of California, San Francisco
City of Vacaville, California
Washington Hospital Health Care District (California)
Washington State Legislature
Washoe County Commission
City of Watsonville, California
West Contra Costa Healthcare District
More than 125 school and community college districts
(including districts in Central Valley areas such as Livingston, Merced,
Modesto, Planada, Ripon, and others)

Some Other Clients

Bank of America
Compaq Computer Corporation



Committee for Industrial Safety
Cyrix Corporation
Fehr & Peers Associates, Inc.
Hershey Foods
Huntington Hotel Associates
Lever Brothers, Inc.
Lucasfilm
Law Offices of Patrick J. Maloney
Orthopaedics Unlimited Medical Group
Orloff/Williams, Inc.
Pepsico
Porat Consulting
Priscaro & Hukari, Inc.
PSI Global
The Psychological Corporation
Public Affairs Management
Sears Point Raceway
Hugh Schwartz Associates, Trial Consulting
Sedway & Associates
Southern California Water Company
Syufy Enterprises
Tertiary, Inc.
Thrifty Corporation
Trend Micro Devices
Village Laguna
Warner Lambert Company
Waste Management, Inc.
Wilbur Smith Associates, Inc.
Wolfram Research, Inc.

Mr. Bregman is a member of the American Association for Public Opinion Research and the American Association of Political Consultants.



ATTACHMENT A



GENE BREGMAN & ASSOCIATES
Public Opinion & Marketing Research

LETTER OF AGREEMENT

April 19, 2016

It is agreed that Gene Bregman & Associates (GBA) will conduct a public opinion survey for the City of Parlier, California ("City"). The survey will average approximately 15 to 18 minutes in length and 120 to 150 likely voters who live in the City will be interviewed for the study.

Both parties hereto will consult with each other and reach a mutual agreement on the contents of the questionnaire and the survey format.

Interviewing will begin as soon as agreement on the questionnaire is reached. Upon completion of the survey, a statistical compilation of the cross-tabulated results will be delivered and findings and recommendations will be presented and discussed.

The cost of the survey will be \$15,000. An initial payment of \$7,500. will be due upon signature of this agreement. The balance will be due upon delivery of data resulting from the survey. All travel expenses will be billed at cost.

Overall, Gene Bregman & Associates will provide to the City:

- Random telephone survey of likely voters;
- Consultation solely with principal of Gene Bregman & Associates;
- Assistance in developing topic areas to be investigated;
- Development of survey questionnaire;
- Scientific sample selection to assure our reaching an accurate representation of the voting population;
- Questionnaire in English that can then be translated by the City into Spanish
- Bi-lingual interviewers available for respondents choosing to conduct the interview in Spanish;
- Pre-testing of questionnaire;
- Conduct of field work from our central phone bank;
- Editing, coding, and electronic data processing;
- A full computer printout of all cross-tabulated data;
- Analysis of survey results, including appropriate graphical presentation;
- In-person presentation of results;
- On-going strategy and consultation, including, but not limited to, assistance with ballot language and other pre-election related activities.



P.O. Box 2799, Aptos, CA 95001
831.685.2700

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All of the data obtained by GBA is the exclusive property of the City of Parlier. If requested, GBA will provide an electronic copy of the data to the client. GBA is entitled to retain the original interview forms used in the field and copies of all data and analysis for its own internal use.

This agreement shall be effective upon the date of signatures by both parties.

FOR CITY OF PARLIER

DATE

FOR GENE BREGMAN & ASSOCIATES

DATE