

CITY OF HUNTINGTON PARK

City Council

Regular Meeting Agenda

Tuesday, November 21, 2017

6:00 p.m.
City Hall Council Chambers
6550 Miles Avenue, Huntington Park, CA 90255

Marilyn Sanabria
Mayor

Jhonny Pineda
Vice Mayor

Karina Macias
Council Member



Graciela Ortiz
Council Member

Manuel "Manny" Avila
Council Member

All agenda items and reports are available for review in the City Clerk's Office and www.hpca.gov. Any writings or documents provided to a majority of the City Council regarding any item on this agenda (other than writings legally exempt from public disclosure) will be made available for public inspection in the Office of the City Clerk located at 6550 Miles Avenue, Huntington Park, California 90255 during regular business hours, 7:00 a.m. to 5:30 p.m., Monday – Thursday, and at the City Hall Council Chambers during the meeting.

Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the City Clerk's Office either in person at 6550 Miles Avenue, Huntington Park, California or by telephone at (323) 584-6230. Notification in advance of the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

PLEASE SILENCE ALL CELL PHONES AND OTHER ELECTRONIC EQUIPMENT WHILE COUNCIL IS IN SESSION. Thank you.

PLEASE NOTE--The numerical order of items on this agenda is for convenience of reference. Items may be taken out of order upon request of the Mayor or Members of the City Council. Members of the City Council and the public are reminded that they must preserve order and decorum throughout the Meeting. In that regard, Members of the City Council and the public are advised that any delay or disruption in the proceedings or a refusal to obey the orders of the City Council or the presiding officer constitutes a violation of these rules.

- The conduct of City Council meetings is governed by the portion of the California Government Code commonly known as the "Brown Act" and by the Huntington Park City Council Meeting Rules of Procedure.
- The City Council meeting is for conducting the City's business, and members of the audience must obey the rules of decorum set forth by law. This means that each speaker will be permitted to speak for three minutes to address items that are listed on the City Council agenda or topics which are within the jurisdictional authority of the City.
- No profanity, personal attacks, booing, cheering, applauding or other conduct disruptive to the meeting will be permitted. Any person not adhering to the Rules of Procedure or conduct authorized by the Brown Act may be asked to leave the Council Chambers.
- All comments directed to the City Council or to any member of the City Council must be directed to the Mayor (or Chairperson if Mayor is absent).

We ask that you please respect the business nature of this meeting and the order required for the proceedings conducted in the Council Chambers.

Public Comment

The Council encourages all residents of the City and interested people to attend and participate in the meetings of the City Council.

If you wish to address the Council, please complete the speaker card that is provided at the entrance to the Council Chambers and give to City Clerk prior to the start of Public Comment.

For both open and closed session each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another. **This is the only opportunity for public input except for scheduled public hearing items.**

All comments or queries shall be addressed to the Council as a body and not to any specific member thereof. Pursuant to Government Code Section 54954.2(a)(2), the Ralph M. Brown Act, no action or discussion by the City Council shall be undertaken on any item not appearing on the posted agenda, except to briefly provide information, ask for clarification, provide direction to staff, or schedule a matter for a future meeting.

Additions/Deletions to Agenda

Items of business may be added to the agenda upon a motion adopted by a minimum two-thirds vote finding that there is a need to take immediate action and that the need for action came to the attention of the City or Agency subsequent to the agenda being posted. Items may be deleted from the agenda upon the request of staff or Council.

Important Notice

The City of Huntington Park shows replays of City Council Meetings on Local Access Channel 3 and over the Internet at www.hpca.gov. NOTE: Your attendance at this public meeting may result in the recording and broadcast of your image and/or voice.

CALL TO ORDER

ROLL CALL

Mayor Marilyn Sanabria
Vice Mayor Jhonny Pineda
Council Member Karina Macias
Council Member Graciela Ortiz
Council Member Manuel "Manny" Avila

INVOCATION

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

Pursuant to Government Code Section 54954.3(a) Members of the public will have an opportunity to address the City Council on items listed on this agenda. For items on this agenda each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another.

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – Existing Litigation
Government Code Section 54956.9 (d)(1) – [Three Matters]
 - a. Alicia Arias
 - b. John Navarrette
 - c. Isabel Magallanes
2. CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation
Government Code Section 54956.9 (d)(2) and (e)(1)

RECONVENE TO OPEN SESSION

CLOSED SESSION ANNOUNCEMENT

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items prior to the time the Council votes on the motion unless members of the Council, staff, or the public request specific items to be discussed and/or removed from the Consent Calendar for separate action.

OFFICE OF THE CITY CLERK

1. Approve Minute(s) of the following City Council Meeting(s):

1-1 Regular City Council Meeting held November 7, 2017.

FINANCE

2. Approve Accounts Payable and Payroll Warrants dated November 21, 2017

HUMAN RESOURCES

3. Consideration and Approval of a Resolution Adopting the City's New Policy Prohibiting Discrimination, Harassment, Abusive Conduct and Retaliation

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2017-38, Repealing Resolution No's 85-80 and 92-49 and Adopting the City of Huntington Park's new Policy Prohibiting Discrimination, Harassment, Abusive Conduct and Retaliation.

END OF CONSENT CALENDAR

REGULAR AGENDA

CITY COUNCIL

4. Consideration and Discussion of Revoking City Staff Credit Cards and Creation of Comprehensive Credit Card Policy

- DISCUSSION AND/OR ACTION -

5. Consideration and Discussion of Setting Spending Limit Authority for City Manager, Department Heads and City Staff

- DISCUSSION AND/OR ACTION -

REGULAR AGENDA (CONTINUED)

CITY MANAGER

6. Consideration and Approval of A Memorandum of Understanding (MOU) Opt-In Program for the 2018 Greater Los Angeles Homeless Street Count

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the Memorandum of Understanding (MOU) with the Los Angeles Homeless Services Authority (LAHSA) for the 2018 Greater Los Angeles Homeless Street Count;
2. Choose a level of participation and responsibility;
3. Choose to sponsor the event and waive all related fees; and
4. Authorize Mayor to execute the MOU.

CITY ATTORNEY

7. Consideration and Approval of Appointment of Interim City Manager and Approval of an Amended Employment Agreement for Interim City Manager

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve appointment of Ricardo Reyes for Interim City Manager;
2. Approve amended employment agreement; and
3. Authorize Mayor to execute the agreement.

COMMUNITY DEVELOPMENT

8. Consideration and Approval of an Amendment to a Parking Easement Agreement with Huntington Park 607, L.P.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve amendment to Parking Easement Agreement to permit Huntington Park 607, L.P. access to 60 parking spaces in the City Public Parking Structure located at 6330 Rugby Avenue; and
2. Authorize Acting City Manager to execute the amendment and related documents.

REGULAR AGENDA (CONTINUED)

FINANCE

9. Consideration and Approval of Award of a Professional Services Agreement (PSA) for Government Consulting and Advocacy Services

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve a Professional Service Agreement (PSA) with Prime Strategies, LLC for an amount not to exceed \$120,000 for Government Consulting and Advocacy Services; and
2. Authorize Acting City Manager to execute the agreement.

PUBLIC WORKS

10. Consideration and Approval of Award of a Professional Services Agreement (PSA) for Preparation of a Pavement Management Program

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve professional services agreement with NCE Engineering and Environmental Services for the preparation of a Pavement Management Program; and
2. Authorize Acting City Manager to execute contract.

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Manuel “Manny” Avila

Council Member Graciela Ortiz

Council Member Karina Macias

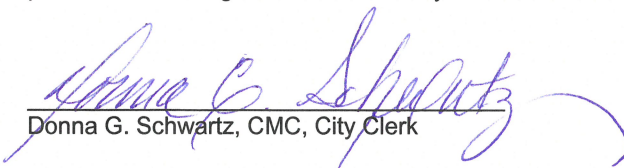
Vice Mayor Jhonny Pineda

Mayor Marilyn Sanabria

ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, December 5, 2017, at 6:00 P.M

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at www.hpca.gov not less than 24 hours prior to the meeting. Dated this 16th day of November 2017.


Donna G. Schwartz, CMC, City Clerk

MINUTES

Regular Meeting of the City of Huntington Park City Council Tuesday, November 7, 2017

Sergeant at Arms read the Rules of Decorum before the start of the meeting.

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:02 p.m. on Tuesday, November 7, 2017, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Marilyn Sanabria presiding.

PRESENT: Council Member(s): Manuel "Manny" Avila, Karina Macias, Graciela Ortiz, Vice Mayor Jhonny Pineda and Mayor Marilyn Sanabria.

CITY OFFICIALS/STAFF: Ricardo Reyes, Assistant City Manager; Cosme Lozano, Chief of Police; Arnold Alvarez-Glasman, City Attorney; Sergio Infanzon, Director of Community Development; Daniel Hernandez, Director of Public Works; Cynthia Norzagaray, Director of Parks and Recreation, Manuel Acosta, Economic Development Manager; Carlos Luis, Senior Planner; Fernanda Palacios, Project Manager; Kristen Haining, Code Enforcement Officer and Donna G. Schwartz, City Clerk. ABSENT: John Ornelas, Interim Finance Director and Martha Castillo, Director of Human Resources.

INVOCATION

Invocation was led by Mayor Sanabria.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Martin Delgado, Kiwanis Club Member.

PRESENTATIONS

Council presented proclamations to Clyde Putnam, Kiwanis President, of Huntington Park Kiwanis Club; Nelly Perez, Key Club President of Huntington Park High School Key Club; Angel De Santiago, Key Club President of Linda Esperanza Marquez High School Key Club and Miguel Carias, Key Club President of South Gate High School Key Club, proclaiming November 6-10, 2017, as "National Key Club Week."

Cynthia Norzagaray, Director of Parks and Recreation, gave a PowerPoint presentation on the City of Huntington Park's Halloween "Haunt'ington Park Festival" that took place on October 31, 2017.

Council presented "Certificates of Appreciation" to volunteers and organizations for their time and donations to the Huntington Park's Halloween "Haunt'ington Park Festival."

PUBLIC COMMENT

1. Robert Lauten, commented on prior elections and party registration preference.

Mayor Sanabria reminded the public, any speaking out loud, will be called out of order.

2. John Willie, addressed crime in the city, people drinking in the parks and asked if drinking in the park was ok.

Mayor Sanabria asked City Attorney Alvarez-Glasman to explain why Council cannot address questions during public comment. City Attorney Alvarez-Glasman explained the time is used for public comment Council does not respond so that there is no interruption in the time the public have to speak.

3. Mike McCoy, commented on securing borders, not being racist, enforcing laws, not against immigration but against illegal immigration.

4. Robin Hvidston, acknowledged the key club presentations, encouraged city council to do the right thing and uphold the federal law and reappoint two citizens to the commissions.

Mayor Sanabria reminded the public, no clapping or will be called out of order.

5. Von Beck, stated he received a response from the White House regarding DACA and read the response.

Mayor Sanabria reminded the public, no clapping or will be called out of order.

Mayor Sanabria called Naui Huitzilopochtli twice there was no response.

Mayor Sanabria called Debi Jones, there was no response.

6. Abel Martinez, commented on a parking citation he received and feels that tickets aren't being given fairly and asked council to revoke his citation.

Mayor Sanabria asked staff to provide Mr. Martinez with a business card.

7. Rick Anne Morty, commented on Senate Bill SB 54.
8. Rema Hope, spoke in opposition to those against DACA.
9. Reinalda Contreras, ask Council to allow parking after the street sweeping goes through.

Mayor Sanabria stated Council is not able to answer during public comment.

10. Sergio Alvarado, spoke on Public Hearing Item 16 and in support of adopting the resolution to approve denying appeal.

Mayor Sanabria called Laura Perez twice, there was no response.

11. Arthur Schaper, acknowledged Veterans and would like to see them sit on commissions, commented on two illegals sitting on commissions, his arrest and no paper work being filed, spoke in opposition to staff, previous speakers comment regarding parking ticket, lack of code enforcement and laws.

Mayor Sanabria announced she gave a first warning to the person in the front row with a trump hat on and reminded them to keep signs down which is part of the municipal code.

12. Nora Lopez, spoke in support of Public Hearing Item 16 and adopting resolution to approve denying appeal.
13. Fernando Garcia, spoke in opposition to sanctuary cities.
14. Alex Carrillo, opposed to illegal immigration and sanctuary cities, commented on trash, graffiti and gang violence in the city, rule of law, why the racism and obey the laws.
15. Betty Retama, commented on decorum for council, remarked complaints need to be fixed, and spoke in opposition to Council. [Mayor Sanabria had to stop the clock due to Ms. Retama becoming very disruptive. City Attorney Alvarez-Glasman advised Ms. Retama to follow rules and address the Chair. Mayor Sanabria started the clock again.]

Mayor Sanabria reminded the public, no clapping or will be called out of order.

16. Rodolfo Cruz, commented on business license requirements, vendors allowed to sell on sidewalks, accident that occurred on Passaic Street, speeding on Passaic Street and doesn't want speed bumps and asked to have trees cut down on this street.

Mayor Sanabria reminded the public, no clapping or will be called out of order.

Mayor Sanabria called a card with no name but with the address of 6365 Passaic Street, there was no response.

17. No name, spoke in regards to cars that park in front of her house and leaving trash and an accident involving a child who was hit by a vehicle near an establishment.
18. Nauí Huitzilopochtli, spoke in regards to indigenous people, and commented on previous speaker's comments.

Mayor Sanabria again called for Debi Jones, there was no response.

19. No name, spoke in opposition to We the People Rising.

Mayor Sanabria again called for Laura Perez, there was no response.

STAFF RESPONSE

Acting City Manager Ricardo Reyes requested Regular Agenda Item 12 be pulled. Mayor Sanabria approved.

CLOSED SESSION

At 7:30 p.m. Arnold Alvarez-Glasman, City Attorney, recessed to closed session.

1. PUBLIC EMPLOYEE RELEASE
Government Code Section 54957(b)(1)
2. CONFERENCE WITH LEGAL COUNSEL – Existing Litigation
Government Code Section 54956.9(d)(1) – [Two Matters]
Rita Salgado, et al. v. City of Huntington Park, et al.
MKay v. City of Huntington Park
3. CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation
Government Code Section 54956.9(d)(2) – [One Matter]
BKK Landfill Tolling Agreement

At 8:19 p.m. Mayor Sanabria reconvened to open session with all Council Members present.

CLOSED SESSION ANNOUNCEMENT

City Attorney Arnold Alvarez-Glasman announced all Council Members were present and discussed closed session items 1-3. Mr. Alvarez-Glasman stated for Item 1). No final action was taken, nothing to report. Item 2) No final action was taken on both matters, nothing to report. Item 3.) Council approved and authorized for Mayor or City Manager to execute the BKK Landfill Tolling Agreement as presented.

Acting City Manager Ricardo Reyes requested Public Hearing Item 16 be heard during this portion of the meeting. **Motion:** Council Member Ortiz motioned to approve request, seconded by Vice Mayor Pineda. Motion passed 5-0 by one motion.

PUBLIC HEARING

COMMUNITY DEVELOPMENT

16. **Consideration and Approval of a Resolution Upholding the Planning Commission's Determination Revoking Conditional Use Permit (CUP) Case No. 1459 in Connection with Real Property located at 3256 Gage Avenue, Huntington Park, California**

City Attorney Alvarez-Glasman presented the item and explained the process of the public hearing.

Senior Planner Carlos Luis provided a PowerPoint and noted the applicant was in attendance and had left and left no reason for his leaving.

Mayor Sanabria opened the item up for public comment.

Public Comment

City Attorney Alvarez-Glasman announced the applicant was in attendance and then left and that translation is available for the public. Mr. Alvarez-Glasman also noted that no one stepped forward supporting the appeal.

1-2. Sergio Alvarado and Nora Lopez, spoke in support of the denial.

3-5. Esperanza Perez, Angel Arandia?? and Louis Martinez, all spoke in support of the denial and mentioned various issues that have occurred near their home in the area of the establishment and asked to please do something.

Mayor Sanabria closed public comment.

Motion: Council Member Ortiz motioned to adopt Resolution No. 2017-39, Upholding the Planning Commission's Determination to Revoke Conditional Use Permit (CUP) Case No, 1459 in connection with Real Property Located at 3256 Gage Avenue, Huntington Park, California, seconded by Mayor Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Avila, Macias, Ortiz, Vice Mayor Pineda and Mayor Sanabria

NOES: Council Member(s): None

CONSENT CALENDAR

Motion: Council Member Ortiz motioned to approve consent calendar and noted she had emailed the City Clerk with clarification of changes to the Minutes, seconded by Mayor Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Avila, Macias, Ortiz, Vice Mayor Pineda and Mayor Sanabria

NOES: Council Member(s): None

Council Member Ortiz requested staff look into Express Transportation Services regarding the two fuel reimbursement funds noting there are discrepancies on the total amounts and asked that staff provide Council with the information regarding the findings.

OFFICE OF THE CITY CLERK

1. Approved Minute(s) of the following City Council Meeting(s):

1-1 Regular City Council Meeting held October 3, 2017;

1-2 Special City Council Meeting held October 5, 2017; and

1-3 Regular City Council Meeting held October 17, 2017.

FINANCE

2. Approved Accounts Payable and Payroll Warrants dated November 7, 2017.

COMMUNITY DEVELOPMENT

3. Approved contract with De La Torre Construction Services, for an amount not to exceed \$7,950 to remediate lead-based paint hazards on a single-family unit located at 7323 Randolph Street and authorized City Manager to execute contract and approve change orders in an amount not to exceed 10% of the total contract amount.

4. Approved contract with Sarahang Construction, for an amount not to exceed \$6,800 to remediate lead-based paint hazards on a single-family unit located at 6312 Arbutus Avenue and authorized City Manager to execute contract and approve change orders in an amount not to exceed 10% of the total contract amount.
5. Approved contract with Vizion's West, for an amount not to exceed \$10,265 to remediate lead-based paint hazards on a single-family unit located at 3612 Cudahy Street and authorized City Manager to execute the contracts and approve change orders in an amount not to exceed 10% of the total contract amount.

CITY MANAGER

6. Approved entering into a subcontract agreement with South Bay Workforce Investment Board for subsidized employment opportunities for CalWORKs recipients and authorized City Manager to execute agreement.

END OF CONSENT CALENDAR

REGULAR AGENDA

CITY ATTORNEY

7. **Consideration and Approval of a Resolution Supporting the Maintenance of an Indoor Pool at Huntington Park High School**

City Attorney Arnold Alvarez-Glasman presented item.

Motion: Vice Mayor Pineda motioned to adopt Resolution No. 2017-35, Supporting the Maintenance of an Indoor Pool at Huntington Park High School and direct staff to send a certified copy of said resolution to the Los Angeles Unified School District ("LAUSD") Board, seconded by Mayor Sanabria. Motioned passed 5-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Avila, Macias, Ortiz, Vice Mayor Pineda and Mayor Sanabria

NOES: Council Member(s): None

8. **Consideration of Action Amending Ordinance Amending the City of Huntington Park's Municipal Code Related to Elections and Resolution Adopting Plans Pertaining to the Future Consolidation of Elections with a Statewide Election No Later than the November 8, 2022, Statewide Election to Comply with California Senate Bill SB 415 "California Voter Participation Rights Act:**

City Attorney Arnold Alvarez-Glasman presented item.

Motion: Mayor Sanabria motioned to waive first reading and introduce Ordinance No. 2017-961, Amending Ordinance No. 2017-960, Amending the City of Huntington Park's Municipal Code, Title 2 "Administration," Chapter 9 "Municipal Elections," Section 2-9.01 "Elections" and Section 2-9.03(c) "Limitation of Terms" to Comply with California Senate Bill SB 415 "California Voter Participation Rights Act," schedule the second reading and adoption of said ordinance on Tuesday, November 21, 2017 and adopt Resolution No. 2017-36, Amending Resolution No. 2017-26, Adopting Plans Pertaining to the Future Consolidation of Elections with a Statewide Election no later than the November 8, 2022, Statewide General Election, seconded by Vice Mayor Pineda. Motion passed 5-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Avila, Macias, Ortiz, Vice Mayor Pineda and Mayor Sanabria

NOES: Council Member(s): None

OFFICE OF THE CITY CLERK

9. Consideration and Approval of a Resolution Approving a Destruction of Business Records of the Various Departments of the City

Acting City Manager Ricardo Reyes announced the item and introduced City Clerk Donna Schwartz who presented the item.

Motion: Vice Mayor Pineda motioned to adopt resolution. Motion failed due to substitute motion.

Substitute Motion: Council Member Ortiz motioned to deny adoption of resolution to give time to further review documents, seconded by Mayor Sanabria. Motion passed 4-1, by the following vote:

ROLL CALL:

AYES: Council Member(s): Avila, Macias, Ortiz and Mayor Sanabria

NOES: Council Member(s): Vice Mayor Pineda

COMMUNITY DEVELOPMENT

10. Consideration and Approval to Adopt a Three-Year Strategy for the Enhanced Code Enforcement Program

Acting City Manager Ricardo Reyes announced the item and introduced Director of Community Development Sergio Infanzon who presented the item. Mr. Infanzon then introduced Code Enforcement Officer Kristen Haining and Project Manager Fernanda Palacios who provided a PowerPoint presentation.

Council Member Ortiz requested to focus on apartments and businesses making them a priority and suggested consistency in particular areas with code enforcement.

Motion: Council Member Ortiz motioned to adopt a Three-Year Strategy for an Enhanced Code Enforcement Program to comply with Community Development Block Grant (CDBG) funding requirements, seconded by Mayor Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Avila, Macias, Ortiz, Vice Mayor Pineda and Mayor Sanabria

NOES: Council Member(s): None

FINANCE

11. Consideration and Approval of a First Amendment to a Professional Services Agreement (PSA) with Lan Wan Enterprise, Inc. to Provide Cabling Installation for the City's Network System

Acting City Manager Ricardo Reyes presented the item.

Motion: Council Member Macias motioned to make changes to agreement: page 1, section C, for final terms to be approved by Acting City Manager, page 2 to correct amount from \$80,000 to \$85,000. Approve First Amendment to the Professional Services Agreement with Lan Wan Enterprise, Inc. (Lan Wan) approving an expansion of existing services for the purpose of having Lan Wan or a subcontractor, subject to the City's approval, to enhance and install new Ethernet cable for the City's network system for an amount not to exceed \$85,000, make a finding to waive formal bidding requirements pursuant to Huntington Park Municipal Code, Section 2-5.12 and further find that due to Lan Wan's special knowledge and expertise in the City's network system that Lan Wan can provide this service and installation in the most efficient and economical manner and

authorize Mayor to execute the first amendment to agreement, seconded by Council Member Avila. Motion passed 5-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Avila, Macias, Ortiz, Vice Mayor Pineda and Mayor Sanabria
NOES: Council Member(s): None

HUMAN RESOURCES

Previously requested to be pulled.

12. Consideration and Approval of a Resolution Adopting the City's New Policy Prohibiting Discrimination, Harassment, Abusive Conduct and Retaliation

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2017-38, Repealing Resolution No's 85-80 and 92-49 and Adopting the City of Huntington Park's new Policy Prohibiting Discrimination, Harassment, Abusive Conduct and Retaliation.

POLICE

13. Consideration and Approval of a Request for Additional Budget Appropriation for Service Level Request Agreement with the County of Los Angeles Department of Animal Care and Control

Acting City Manager Ricardo Reyes announced the item and introduced Chief of Police Cosme Lozano who presented the item.

Vice Mayor Pineda requested finance put something together showing what has been collected this year.

Motion: Mayor Sanabria motioned to approve additional budget appropriation of \$ 28,557 for the increase to Animal Care and Control Services Agreement with the County of Los Angeles, Department of Animal Care and Control, seconded by Council Member Macias. Motion passed 5-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Avila, Macias, Ortiz, Vice Mayor Pineda and Mayor Sanabria
NOES: Council Member(s): None

PUBLIC WORKS

14. Consideration and Approval for Acceptance of Work Completed for the Salt Lake Park Splash Pad Project

Acting City Manager Ricardo Reyes announced the item and introduced Director of Public Works Daniel Hernandez who presented the item.

Motion: Mayor Sanabria motioned to approve acceptance of work performed by Micon Construction, Inc. for the construction of the Salt Lake Park Splash Pad Project with a total final amount of \$727,632; including \$8,192 staff authorized additional work to improve the future operational efficiency and reduce maintenance costs authorize Director of Public Works to sign the "Notice of Completion" (NOC), direct City Clerk to file the NOC with the Los Angeles County Recorder's Office and release the 5% retention being withheld from the payment to Contractor after 35 days of the effective date of the recordation of the Notice of Completion, if no Stop Notices are filed within the 35-day period, seconded by Council Member Ortiz. Motion passed 5-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Avila, Macias, Ortiz, Vice Mayor Pineda and Mayor Sanabria
NOES: Council Member(s): None

PARKS AND RECREATION

15. Consideration and Approval for Additional Budget Appropriation for the Installation, Storage, and Removal of Holiday Decorations on Pacific Boulevard and Holiday Tree Decorations at City Hall

Acting City Manager Ricardo Reyes announced the item and introduced Director of Parks and Recreation Cynthia Norzagaray who presented the item.

Motion: Council Member Ortiz motioned to see if it's possible to get funding from the Arts and Public Places account and if not, to go with recommendations to approve authorization of Dekra-Lite as a sole source for the purchase of additional holiday decoration lights, approve reallocation of funds for \$16,806 into account number 111-6020-451.56-41 and authorize Finance Director to make necessary adjustments to City Budget, seconded by Mayor Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Avila, Macias, Ortiz, Vice Mayor Pineda and Mayor Sanabria
NOES: Council Member(s): None

END OF REGULAR AGENDA

PUBLIC HEARING

COMMUNITY DEVELOPMENT

Previously heard.

16. Consideration and Approval of a Resolution Upholding the Planning Commission's Determination Revoking Conditional Use Permit (CUP) Case No. 1459 in Connection with Real Property located at 3256 Gage Avenue, Huntington Park, California

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing;
2. Take public testimony; and
3. Adopt Resolution No. 2017-39, Upholding the Planning Commission's Determination to Revoke Conditional Use Permit (CUP) Case No, 1459 in connection with Real Property Located at 3256 Gage Avenue, Huntington Park, California.

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS – None.

COUNCIL COMMUNICATIONS

Council Member Manuel "Manny" Avila, thanked all the volunteers and staff who participated in the Huntington Park Halloween Haunt'ington Festival, thanked Parks and Recreation Director Cynthia Norzagaray and wished all a good night.

Council Member Graciela Ortiz, thanked everyone and wished all a good night.

Council Member Karina Macias, thanked staff for all their support and for a wonderful event, thanked Ms. Norzagaray for her leadership and staff for a great job and wished all a good night.

Vice Mayor Jhonny Pineda, nothing to report.

Mayor Marilyn Sanabria, thanked staff for a wonderful Halloween event, thanked Parks and Recreation, invited everyone to the Veteran's event on Saturday, November 11, 2017, 2-4 p.m. at Huntington Park Community Center and wished all a good night.

ADJOURNMENT

At 9:28 p.m. Mayor Sanabria adjourned the City of Huntington Park City to a Regular Meeting on Tuesday, November 21, 2017, at 6:00 P.M

Respectfully submitted,

Donna G. Schwartz, CMC, City Clerk

DRAFT

City of Huntington Park

List of Funds

Fund	Description	Fund	Description
111	General Fund	234	Congressional Earmark
114	Spec Events Contrib Rec	235	Federal Street Improvmnt
120	Special Revenue DNA ID	237	Community Planning
121	Special Revnu Welfare Inm	239	Federal CDBG Fund
122	Prevention Intervention	240	HUD EZ/EC Soc Sec Block
123	Board of Corrections - LEAD	242	HUD Home Program
124	Auto Theft	243	HUD 108 B03MC060566
150	Emergency Preparedness	245	EPA Brownfield
151	Economic Development	246	LBPHCP-Lead Base
201	Environmental Justice	247	Neighborhood Stabilization
202	CFP Crosswalks	248	Homelessness Prevention
204	SR2S Middleton Safe Route	252	ABC
205	CFP Pacific Blvd	275	Successor Agency
206	CFP iPark Pay Station	283	Sewer Maintenance Fund
207	CFP Signal Synchronization	285	Solid Waste Mgmt Fund
208	CMAQ Metro Rapid	286	Illegal Disposal Abatemnt
209	CFP City Street Resurfacing	287	Solid Waste Recycle Grant
216	Employees Retirement Fund	288	COMPBC
217	OPEB	334	Ped/Bike Path Fund
219	Sales Tax-Transit Fund A	349	Capital Improvement Fund
220	Sales Tax-Transit C	475	Public Financng Authority
221	State Gasoline Tax Fund	533	Business Improv Dist Fund
222	Measure R	535	Strt Lght & Lndscp Assess
223	Local Origin Program Fund	681	Water Department Fund
224	Office of Traffic & Safety	741	Fleet Maintenance
225	Cal Cops Fund	745	Worker's Compensation Fnd
226	Air Quality Improv Trust	746	Employee Benefit Fund
227	Offc of Criminal Justice	748	Veh & Equip Replacement
228	Bureau of Justice Fund	779	Deferred Comp. Trust Fund
229	Police Forfeiture Fund	800	Pooled Cash
231	Parking System Fund	801	Pooled Cash Fund
232	Art in Public Places Fund	802	Pooled Interest
233	Bullet Proof Vest Grant		

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ADLERHORST INTERNATIONAL LLC	11/16-11/17/17	111-7010-421.59-15	Professional Development	300.00
				\$300.00
ADMIN SURE	10453	745-9030-413.33-70	Contractual Srv 3rd Party	7,080.40
				\$7,080.40
AFSCME COUNCIL 36	PPE 11/5/2017	802-0000-217.60-10	Association Dues	743.85
				\$743.85
AK & COMPANY	H PARK-18-1	111-9010-419.56-41	Contractual Srv - Other	3,400.00
				\$3,400.00
ALVAREZ-GLASMAN & COLVIN	2016-11-15656	745-9031-413.32-70	Contractual Srv Legal	967.50
	2016-12-15732	745-9031-413.32-70	Contractual Srv Legal	1,559.59
	2017-08-16489	745-9031-413.32-70	Contractual Srv Legal	3,467.50
	2017-08-16490	745-9031-413.32-70	Contractual Srv Legal	1,838.60
	2017-08-16491	745-9031-413.32-70	Contractual Srv Legal	636.50
	2017-08-16492	745-9031-413.32-70	Contractual Srv Legal	562.50
	2017-08-16493	745-9031-413.32-70	Contractual Srv Legal	1,838.30
	2017-08-16494	745-9031-413.32-70	Contractual Srv Legal	967.50
	2017-08-16495	745-9031-413.32-70	Contractual Srv Legal	6,727.60
				\$18,565.59
AMERICAN EXPRESS	0708	111-0110-411.58-19	Karina Macias	350.00
	10000666869	111-0110-411.58-22	Jhonny Pineda	500.00
	5265559821913	111-0110-411.58-22	Jhonny Pineda	15.00
	5265559821915	111-0110-411.58-22	Jhonny Pineda	15.00
	5268763056521	111-0110-411.58-22	Jhonny Pineda	354.95
	SFUQDYFTS	111-0110-411.58-22	Jhonny Pineda	-905.74
	0708	111-0110-411.58-24	Manuel Avila	350.00
	000044572	111-0110-411.61-20	Dept Supplies & Expense	10.99
	00010088095	111-0110-411.61-20	Dept Supplies & Expense	48.94
	11791404	111-0110-411.61-20	Dept Supplies & Expense	74.81
	KUS3B8EY3NE	111-0110-411.61-20	Dept Supplies & Expense	-60.05
	31099537262	111-0110-411.66-05	Council Meeting Expenses	111.11
	27921828882644	111-0120-413.59-15	Professional Development	126.40
	10000588819	111-0210-413.59-15	Professional Development	1,280.00
	77889413	111-0210-413.59-15	Professional Development	400.00
	000044572	111-0210-413.61-20	Dept Supplies & Expense	10.99
	00010088095	111-0210-413.61-20	Dept Supplies & Expense	48.95
	11791404	111-0210-413.61-20	Dept Supplies & Expense	74.81
	10000589517	111-0230-413.54-00	Advertising & Publication	100.00
	85175307241	111-0240-466.61-20	Dept Supplies & Expense	155.00
	49439379	111-5010-419.59-15	Professional Development	456.55
	0708	111-5030-465.59-15	Professional Development	350.00

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AMERICAN EXPRESS	UFE7DF8FB	111-5030-465.59-15	Professional Development	115.60
	242IAJ0YYNORMPI	111-7010-421.59-15	Professional Development	99.00
	00003299	111-7010-421.59-20	Professional Develop Post	559.41
	46560042	111-7010-421.59-20	Professional Develop Post	-156.97
	59920225	111-7010-421.59-20	Professional Develop Post	28.16
	I7ENMC	111-7010-421.59-20	Professional Develop Post	90.00
	10000623304	111-7010-421.59-30	Prof Dev - STC & Training	65.00
	10000623328	111-7010-421.59-30	Prof Dev - STC & Training	165.00
	00008380	111-7010-421.61-20	Dept Supplies & Expense	353.92
	0000964992	111-7010-421.61-20	Dept Supplies & Expense	651.64
	0231761	111-7010-421.61-20	Dept Supplies & Expense	16.66
	0661298	111-7010-421.61-20	Dept Supplies & Expense	15.01
	1190185542	111-7010-421.61-20	Dept Supplies & Expense	299.99
	5629466049	111-7010-421.61-20	Dept Supplies & Expense	33.01
	74130018	111-7010-421.61-20	Dept Supplies & Expense	1.75
	75590018	111-7010-421.61-20	Dept Supplies & Expense	24.00
	851333172	111-7010-421.61-20	Dept Supplies & Expense	85.89
	99999997241	111-7010-421.61-20	Dept Supplies & Expense	30.25
	VIV6CN	111-7010-421.61-20	Dept Supplies & Expense	154.64
	14EPTD08M3Q	111-7022-421.61-24	Patrol Admin Volunteers	236.08
	1MBH7RN1K3Y	111-7022-421.61-24	Patrol Admin Volunteers	96.52
	86197034U7U	111-7022-421.61-24	Patrol Admin Volunteers	2,198.46
	00090679	111-7030-421.61-20	Dept Supplies & Expense	69.67
	00210408	111-7030-421.61-20	Dept Supplies & Expense	75.56
	00402581	111-7030-421.61-20	Dept Supplies & Expense	67.48
	00420948	111-7030-421.61-20	Dept Supplies & Expense	39.12
	0199208	111-7030-421.61-20	Dept Supplies & Expense	26.00
	5629459786	111-7030-421.61-20	Dept Supplies & Expense	50.50
	5629466034	111-7030-421.61-20	Dept Supplies & Expense	25.00
	99999997248	111-7030-421.61-20	Dept Supplies & Expense	46.71
	23330010	111-8020-431.61-20	Dept Supplies & Expense	43.50
	31099537254	111-8020-431.61-20	Dept Supplies & Expense	10.35
	63055000	111-8020-431.61-20	Dept Supplies & Expense	22.00
	KAJXFGG2	111-8020-431.61-20	Dept Supplies & Expense	450.00
	MQT5OWM0780	111-8020-431.61-20	Dept Supplies & Expense	0.99
				\$9,957.61
AMERICAN FAMILY LIFE ASSURANCE	PPE 11/5/2017	802-0000-217.50-40	Life-Cancer Insurance	106.58
				\$106.58

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AMERIFACTORS	19840	111-8024-421.43-10	Buildings - O S & M	681.95
				\$681.95
APPLIANCE PARTS SPECIALIST	10-24-17	111-8024-421.43-10	Buildings - O S & M	750.00
				\$750.00
AQUINO, STEPHANIE	21347-8514	681-0000-228.70-00	Deposit Refund	41.85
				\$41.85
ARAMARK UNIFORM & CAREER APPAREL	532684591	741-8060-431.61-20	Dept Supplies & Expense	116.13
	532837373	741-8060-431.61-20	Dept Supplies & Expense	101.45
	532858992	741-8060-431.61-20	Dept Supplies & Expense	99.65
				\$317.23
ARROYO BACKGROUND INVESTIGATIONS	1416	111-7010-421.56-41	Contractual Srvc - Other	1,600.00
				\$1,600.00
AT&T MOBILITY	X10142017	111-5055-419.53-10	Telephone & Wireless	145.76
	X10142017	239-5055-419.53-10	Telephone & Wireless	145.76
				\$291.52
AT&T PAYMENT CENTER	10/20-11/19/17	111-7010-421.53-10	Telephone & Wireless	55.36
				\$55.36
B AND H SIGNS	16841	741-8060-431.43-20	Fleet Maintenance	1,650.00
				\$1,650.00
BENEFIT ADMINISTRATION CORPORATION	6027423-IN	111-0230-413.56-41	Contractual Srvc - Other	80.00
				\$80.00
BENNETT LANDSCAPE	164195	231-8010-415.56-41	Contractual Srvc - Other	2,583.33
	164195	535-8090-452.56-60	Contract Landscape Labor	18,083.34
				\$20,666.67
BLANCA CORDERO	65870/66096	111-0000-347.20-00	Deposit Refund	60.00
				\$60.00
BLUE STAR DOOR REPAIR INC	3157	111-8023-451.43-10	Buildings - O S & M	1,989.13
	3164	111-8023-451.43-10	Buildings - O S & M	1,989.13
				\$3,978.26
BOB BARKER COMPANY INC.	WEB000507341	111-7022-421.61-27	Dept Supplies Jail	16.89
	WEB000507420	111-7022-421.61-27	Dept Supplies Jail	852.59
				\$869.48
BPS TACTICAL INC	17041860	123-7010-421.61-20	Dept Supplies & Expense	509.18
				\$509.18
CALIF PUBLIC EMPLOYEES RETIREMENT	PPE 8/14/2017	802-0000-217.30-10	PERS	418.09
	PPE 8/14/2017	802-0000-218.10-10	PERS Employer	532.64
				\$950.73
CALPERS	100000015096634	217-0230-413.28-00	Regular Salaries	149,741.77
	100000015096634	217-0230-413.56-41	Contractual Srvc - Other	537.55
	100000015096634	746-0213-413.56-41	Contractual Srvc - Other	504.16
	100000015096634	802-0000-217.50-10	Health Insurance	152,774.35
				\$303,557.83

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CARL WARREN & CO.	1825028	745-9031-413.33-70	Contractual Srv 3rd Party	375.00
	1825029	745-9031-413.33-70	Contractual Srv 3rd Party	375.00
	1825030	745-9031-413.33-70	Contractual Srv 3rd Party	375.00
				\$1,125.00
CARPENTER ROTHANS & DUMONT LLP	29702	745-9031-413.32-70	Contractual Srv Legal	679.50
	29840	745-9031-413.32-70	Contractual Srv Legal	2,764.19
	29841	745-9031-413.32-70	Contractual Srv Legal	11,210.45
	29924	745-9031-413.32-70	Contractual Srv Legal	2,796.30
				\$17,450.44
CENTRAL FORD	305260	219-0250-431.43-21	Metro Transit O S & M	51.00
				\$51.00
CHARTER COMMUNICATIONS	0467069102717	111-7010-421.53-10	Telephone & Wireless	1,250.00
	0019175102217	111-9010-419.53-10	Telephone & Wireless	22.22
	0444795102217	111-9010-419.53-10	Telephone & Wireless	680.00
				\$1,952.22
CHICAGO TITLE COMPANY	FCPF-0911710116	242-5050-463.57-30	HCDA Grant/Rebate	31.00
				\$31.00
CINTAS CORPORATION	5009122966	111-7010-421.61-20	Dept Supplies & Expense	525.30
				\$525.30
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 11/5/2017	802-0000-217.30-30	Med Reimb 125	380.84
				\$380.84
CITY OF HUNTINGTON PARK GEA	PPE 11/5/2017	802-0000-217.60-10	Association Dues	129.40
				\$129.40
COLONIAL SUPPLEMENTAL INSURANCE	PPE 11/5/2017	802-0000-217.50-40	Life-Cancer Insurance	1,051.59
				\$1,051.59
COMMUNITY VETERINARY HOSPITAL	333509	111-7030-421.61-20	Dept Supplies & Expense	786.25
				\$786.25
COUNTY OF L.A. DEPT OF PUBLIC WORKS	RE-PW-171010026	221-8014-429.56-41	Contractual Srv - Other	316.72
				\$316.72
DAILY JOURNAL CORPORATION	B3065387	111-5010-419.54-00	Advertising & Publication	201.60
	B3065074	111-8030-461.56-42	Storm Water WMP	50.40
				\$252.00
DARRYL INOUE	8/16/2017	111-7010-421.59-20	Professional Develop Post	44.00
	8/17/2017	111-7010-421.59-20	Professional Develop Post	28.00
	8/18/2017	111-7010-421.59-20	Professional Develop Post	28.00
	8/19/2017	111-7010-421.59-20	Professional Develop Post	16.00
				\$116.00
DATA TICKET INC.	82631	111-5055-419.56-41	Contractual Srv - Other	35.67
				\$35.67
DATAPROSE, INC.	DP1703277	681-3022-415.53-20	Postage	1,418.11
	DP1703277	681-3022-415.56-41	Contractual Srv - Other	1,032.91
				\$2,451.02

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
DE LAGE LANDEN	56590628	111-9010-419.44-10	Rent (Incl Equip Rental)	2,303.38
				\$2,303.38
DELTA DENTAL	BE002488182	802-0000-217.50-20	Dental Insurance	8,182.19
				\$8,182.19
DELTA DENTAL INSURANCE COMPANY	BE002484877	802-0000-217.50-20	Dental Insurance	2,882.75
				\$2,882.75
DF POLYGRAPH	2017/10	111-7010-421.56-41	Contractual Srvc - Other	175.00
				\$175.00
DISH NETWORK	11/12-12/11/17	111-7010-421.56-41	Contractual Srvc - Other	70.72
				\$70.72
E.J. WARD, INC.	0061367-IN	741-8060-431.43-20	Fleet Maintenance	285.00
				\$285.00
EMERGENCY RESPONSE CRIME SCENE	T2016-820	111-7030-421.56-41	Contractual Srvc - Other	750.00
				\$750.00
ESHCO INVESTMENTS, LLC	21083-10090	681-0000-228.70-00	Deposit Refund	189.94
				\$189.94
EVENT CONTROL TEAM	0012271	111-0000-228.70-00	Deposit Refund	60.00
				\$60.00
EWING IRRIGATION PRODUCTS, INC.	4297919	535-8090-452.61-20	Dept Supplies & Expense	76.79
				\$76.79
EXPERT ROOTER	94870	111-8020-431.43-10	Buildings - O S & M	140.53
	94951	111-8020-431.43-10	Buildings - O S & M	201.07
	94780	111-8024-421.43-10	Buildings - O S & M	220.00
	94828	111-8024-421.43-10	Buildings - O S & M	197.80
	94830	111-8024-421.43-10	Buildings - O S & M	289.00
	94884	111-8024-421.43-10	Buildings - O S & M	264.00
				\$1,312.40
F&A FEDERAL CREDIT UNION	PPE 11/5/2017	802-0000-217.60-40	Credit Union	12,254.00
				\$12,254.00
FATIMA MORALES	1971073	745-9031-413.52-30	Ins - Benefits Active EEs	2,657.98
				\$2,657.98
FEDEX	5-974-54314	111-1010-411.61-20	Dept Supplies & Expense	27.40
				\$27.40
FERGUSON ENTERPRISES INC	5322463	111-8023-451.61-20	Dept Supplies & Expense	744.01
	5131693	475-6010-415.73-10	Improvements	12,913.42
				\$13,657.43
GARDA CL WEST, INC.	10344898	111-9010-419.33-10	Bank Services	686.31
				\$686.31
GARY M. ROGERS	11/7/2017	111-6030-451.33-90	Referee Services	60.00
				\$60.00

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
GLOBALSTAR USA	100000000881705	111-7010-421.53-10	Telephone & Wireless	69.48
				\$69.48
GRAINGER	9584085725	111-8020-431.43-10	Buildings - O S & M	514.87
	9595787772	111-8022-419.43-10	Buildings - O S & M	1,220.92
	9596273962	111-8022-419.43-10	Buildings - O S & M	315.57
	9570169970	111-8023-451.61-20	Dept Supplies & Expense	816.70
	9595613069	535-8090-452.61-20	Dept Supplies & Expense	34.06
	9593502561	741-8060-431.43-20	Fleet Maintenance	48.69
	9594872815	741-8060-431.43-20	Fleet Maintenance	52.69
				\$3,003.50
HARD COPY	Y6265.07-A	745-9031-413.32-70	Contractual Srv Legal	87.14
	Y6265.11-A	745-9031-413.32-70	Contractual Srv Legal	98.79
				\$185.93
HDL COREN & CONE	0024588-IN	111-9010-419.56-41	Contractual Srv - Other	1,871.51
				\$1,871.51
HERNANDEZ SIGNS, INC.	3040	111-8022-419.43-10	Buildings - O S & M	333.00
				\$333.00
HOME DEPOT - PD	2083614	111-7010-421.61-20	Dept Supplies & Expense	35.05
	3010482	111-7010-421.61-20	Dept Supplies & Expense	226.44
	4083218	111-7010-421.61-20	Dept Supplies & Expense	25.69
	4592420	111-7010-421.61-20	Dept Supplies & Expense	8.23
	5583553	111-7010-421.61-20	Dept Supplies & Expense	37.05
	6241189	111-7010-421.61-20	Dept Supplies & Expense	-20.50
	6585028	111-7010-421.61-20	Dept Supplies & Expense	10.93
	6585050	111-7010-421.61-20	Dept Supplies & Expense	14.20
	7050255	111-7010-421.61-20	Dept Supplies & Expense	37.99
				\$375.08
HUB CITIES CONSORTIUM	10/19/2017	239-5035-465.56-41	Contractual Srv - Other	5,677.54
	10/25/2017	239-5210-463.57-89	HUB Cities	26,884.00
				\$32,561.54
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 11/5/2017	802-0000-217.60-10	Association Dues	150.00
				\$150.00
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 11/5/2017	802-0000-217.60-10	Association Dues	5,483.17
				\$5,483.17
INDUSTRIAL PLUMBING SUPPLY, LLC	65052	111-8024-421.43-10	Buildings - O S & M	296.36
	65116	111-8024-421.43-10	Buildings - O S & M	26.12
	65209	111-8024-421.43-10	Buildings - O S & M	502.02
				\$824.50
INTER VALLEY POOL SUPPLY, INC	101772	681-8030-461.41-00	Water Purchase	117.01
	101773	681-8030-461.41-00	Water Purchase	217.30
	101774	681-8030-461.41-00	Water Purchase	192.23
				\$526.54

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
IRMA COBIAN	65965/66274	111-0000-347.20-00	Deposit Refund	60.00
				\$60.00
JANNETTE PEREZ	66037/66277	111-0000-228.20-00	Deposit Refund	487.75
				\$487.75
JAVIER CARRILLO	11/7/2017	111-6030-451.33-90	Referee Services	120.00
				\$120.00
JAZMIN MALDONADO	65122/66270	111-0000-228.20-00	Deposit Refund	250.00
				\$250.00
JDS TANK TESTING & REPAIR INC	10975	741-8060-431.43-20	Fleet Maintenance	175.00
				\$175.00
JK CONSTRUCTION	1248	239-5070-463.56-52	Contract Home Repairs	369.75
				\$369.75
KONICA MINOLTA BUSINESS SOLUTIONS	248357554	111-0110-411.43-05	Office Equip - O S & M	104.51
	248357554	111-0210-413.43-05	Office Equip - O S & M	104.51
	248357292	111-7010-421.44-10	Rent (Incl Equip Rental)	209.02
	248357486	111-7010-421.44-10	Rent (Incl Equip Rental)	66.17
	248357635	111-7010-421.44-10	Rent (Incl Equip Rental)	209.02
	248357825	111-7010-421.44-10	Rent (Incl Equip Rental)	138.40
	248357896	111-7030-421.44-10	Rent (Incl Equip Rental)	296.88
	248357484	111-7040-421.44-10	Rent (Incl Equip Rental)	377.06
	248357905	111-7040-421.44-10	Rent (Incl Equip Rental)	296.88
	248357898	111-9010-419.43-15	Financial Systems	278.76
	248357907	111-9010-419.43-15	Financial Systems	357.56
				\$2,438.77
LAN WAN ENTERPRISE, INC	59475	111-9010-419.43-15	Financial Systems	23,500.00
				\$23,500.00
LEGAL SHIELD	10/15/2017	802-0000-217.60-50	Legal Shield Plan	106.60
				\$106.60
LEONARD GARCIA	0293	111-6020-451.61-35	Recreation Supplies	29.16
	041632	111-6020-451.61-35	Recreation Supplies	80.00
	10/09/2017	111-6020-451.61-35	Recreation Supplies	750.00
	64	111-6020-451.61-35	Recreation Supplies	184.00
	7L2HD213FQN9	111-6020-451.61-35	Recreation Supplies	42.63
	7L2HLQ1ST5P1	111-6020-451.61-35	Recreation Supplies	8.21
	8-9895-6041-594	111-6020-451.61-35	Recreation Supplies	14.31
	5117	239-6065-466.61-20	Dept Supplies & Expense	14.98
				\$1,123.29
LIRA BROS, INC.	HP-11	111-6020-451.61-35	Recreation Supplies	169.00
				\$169.00
LORRAINE MENDEZ & ASSOCIATES, LLC	0301	239-5060-463.56-41	Contractual Srv - Other	8,140.92
	0301	242-5060-463.56-41	Contractual Srv - Other	1,700.00
				\$9,840.92

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
LOS ANGELES COUNTY FIRE DEPARTMENT	IN0265800	741-8060-431.43-20	Fleet Maintenance	4,294.00
	IN0266278	741-8060-431.43-20	Fleet Maintenance	440.00
	IN0266720	741-8060-431.43-20	Fleet Maintenance	440.00
	IN0267770	741-8060-431.43-20	Fleet Maintenance	440.00
	IN0268550	741-8060-431.43-20	Fleet Maintenance	440.00
	IN0272096	741-8060-431.43-20	Fleet Maintenance	319.00
				\$6,373.00
LYNBERG & WATKINS APC	46821	745-9031-413.32-70	Contractual Srv Legal	594.88
				\$594.88
MANAGED HEALTH NETWORK	PRM-015044	802-0000-217.50-60	Employee Mental Wellness	1,332.80
				\$1,332.80
MANUEL ACOSTA	298061	111-5030-465.59-15	Professional Development	8.00
	467311746391391	111-5030-465.59-15	Professional Development	20.00
				\$28.00
MAYWOOD MUTUAL WATER COMPANY, NO. 1	8/21-10/25/17	681-8030-461.62-20	Power Gas & Lubricants	1,310.40
				\$1,310.40
MC GENERAL CONTRACTORS, INC.	1	239-5070-463.56-52	Contract Home Repairs	7,125.00
				\$7,125.00
MIGUEL JESUS GUERRERO	3	681-8030-461.56-41	Contractual Srv - Other	4,500.00
				\$4,500.00
MONICA MACIAS	65127/66271	111-0000-228.20-00	Deposit Refund	500.00
				\$500.00
MOTOROLA INC	SOCAL10276	741-8060-431.56-41	Contractual Srv - Other	91.00
				\$91.00
NACHO'S LOCK & KEY SERVICE	13557	111-5055-419.61-20	Dept Supplies & Expense	140.00
				\$140.00
NATION WIDE RETIREMENT SOLUTIONS	PPE 11/5/2017	802-0000-217.40-10	Deferred Compensation	14,767.00
				\$14,767.00
NATIONWIDE ENVIRONMENTAL SERVICES	28729	220-8070-431.56-41	Contractual Srv - Other	16,128.50
	28728	221-8010-431.56-41	Contractual Srv - Other	17,018.77
	28728	222-8010-431.56-41	Contractual Srv - Other	16,325.00
	28728	231-8010-415.56-41	Contractual Srv - Other	7,368.47
				\$56,840.74
OK PRINTING DESIGN & DIGITAL PRINT	620	535-8090-452.61-20	Dept Supplies & Expense	282.67
				\$282.67
ORIENTAL TRADING COMPANY, INC.	686166528-01	111-6020-451.61-35	Recreation Supplies	82.08
				\$82.08
PAUL WEINRICH	8/16/2017	111-7010-421.59-20	Professional Develop Post	44.00
	8/17/2017	111-7010-421.59-20	Professional Develop Post	28.00
	8/18/2017	111-7010-421.59-20	Professional Develop Post	28.00
	8/19/2017	111-7010-421.59-20	Professional Develop Post	16.00
				\$116.00

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
11-21-2017**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
PERFORMANCE NURSERY	0000195843	535-8090-452.61-20	Dept Supplies & Expense	657.66
	0000196189	535-8090-452.61-20	Dept Supplies & Expense	696.42
				\$1,354.08
PRUDENTIAL OVERALL SUPPLY	52042529	111-6010-451.56-41	Contractual Srvc - Other	122.91
	52053234	111-7010-421.61-20	Dept Supplies & Expense	20.07
	52063821	111-7010-421.61-20	Dept Supplies & Expense	20.07
				\$163.05
PSYCHOLOGICAL CONSULTING ASSOC, INC	523115	111-7010-421.56-41	Contractual Srvc - Other	400.00
				\$400.00
R&P WOOD PRODUCTS INC	1088	535-8090-452.61-20	Dept Supplies & Expense	1,917.34
				\$1,917.34
RIO HONDO COLLEGE	11/8/2017	111-7010-421.59-20	Professional Develop Post	9.20
				\$9.20
RODRIGUEZ, MARGARITA	6397-4828	681-0000-228.70-00	Deposit Refund	595.82
				\$595.82
ROSANA SCHULTZ	17977-10168	681-0000-228.70-00	Deposit Refund	300.00
				\$300.00
SANTA FE BUILDING MAINTENANCE	16461	111-8020-431.56-41	Contractual Srvc - Other	1,049.72
	16461	111-8022-419.56-41	Contractual Srvc - Other	3,888.48
	16461	111-8023-451.56-41	Contractual Srvc - Other	8,294.03
	16461	111-8024-421.56-41	Contractual Srvc - Other	5,278.61
				\$18,510.84
SARAHANG CONSTRUCTION INC	423	246-5098-463.73-10	Improvements	300.00
				\$300.00
SCHAEFFER MANUFACTURING COMPANY	LP1628-INV1	741-8060-431.62-30	Metro Transit Fuel & Oil	1,051.90
				\$1,051.90
SEVERN TRENT ENVIRONMENTAL SERVICES	24500	283-8040-432.56-41	Contractual Srvc - Other	4,613.05
				\$4,613.05
SMART & FINAL	041342	111-0230-413.61-20	Dept Supplies & Expense	77.82
	049839	111-6020-451.61-35	Recreation Supplies	229.74
	57476	239-6065-466.61-20	Dept Supplies & Expense	51.17
				\$358.73
SOUTHERN CALIFORNIA EDISON	9/18-10/17/2017	111-8020-431.62-10	Heat Light Water & Power	1,317.88
	8/29-10/2/2017	111-8022-419.62-10	Heat Light Water & Power	1,131.07
	9/21-10/20/2017	111-8022-419.62-10	Heat Light Water & Power	312.77
	8/29-10/2/2017	111-8023-451.62-10	Heat Light Water & Power	25,970.85
	9/6-10/5/17	111-8024-421.62-10	Heat Light Water & Power	7,485.08
	8/7-9/6/17	221-8014-429.62-10	Heat Light Water & Power	2,951.62
	9/6-10/5/2017	221-8014-429.62-10	Heat Light Water & Power	42.08

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
11-21-2017**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
SOUTHERN CALIFORNIA EDISON	9/1-10/4/2017	231-8010-415.62-10	Heat Light Water & Power	484.88
	10/4-11/2/2017	535-8016-431.62-10	Heat Light Water & Power	52.29
	9/26-10/25/2017	535-8016-431.62-10	Heat Light Water & Power	36.20
	8/29-10/2/2017	681-8030-461.62-20	Power Gas & Lubricants	19,162.80
				\$58,947.52
SPARKLETTS	15142085 101217	111-0210-413.61-20	Dept Supplies & Expense	57.88
	15142085 101217	111-1010-411.61-20	Dept Supplies & Expense	11.33
	15142085 101217	111-3010-415.61-20	Dept Supplies & Expense	56.76
	15142085 101217	111-5010-419.61-20	Dept Supplies & Expense	24.75
	15142085 101217	111-8020-431.61-20	Dept Supplies & Expense	24.75
	15142085 101217	239-5060-463.61-20	Dept Supplies & Expense	24.75
	15142085 101217	741-8060-431.43-20	Fleet Maintenance	70.10
				\$270.32
STANDARD INSURANCE COMPANY	10/19/2017	802-0000-217.50-70	Life, ADD, LT Disability	1,678.76
	11/01/2017	802-0000-217.50-70	Life, ADD, LT Disability	7,168.59
				\$8,847.35
STAPLES ADVANTAGE	8047156657	111-0230-413.61-20	Dept Supplies & Expense	169.80
	8047156657	111-3010-415.61-20	Dept Supplies & Expense	195.36
	8047156657	111-4010-431.61-20	Dept Supplies & Expense	437.99
	8047156657	111-6010-451.61-20	Dept Supplies & Expense	575.14
	8047156657	111-7010-421.61-20	Dept Supplies & Expense	134.90
	8047156657	111-7022-421.61-24	Patrol Admin Volunteers	949.45
	8047156657	111-7022-421.61-27	Dept Supplies Jail	955.87
	8047156657	111-7030-421.61-20	Dept Supplies & Expense	98.40
	8047156657	111-7040-421.61-31	Dept Supplies Records	159.62
	8047156657	111-7040-421.61-32	Dept Supplies Comm Center	-98.98
	8047156657	111-8020-431.61-20	Dept Supplies & Expense	314.75
	8047156657	111-9010-419.61-20	Dept Supplies & Expense	43.60
				\$3,935.90
STEAMX, LLC	46399	741-8060-431.43-20	Fleet Maintenance	1,440.38
				\$1,440.38
SUPERION, LLC	145855	111-9010-419.43-15	Financial Systems	11,076.69
				\$11,076.69
SUSAN CRUM	128540	111-6020-451.61-35	Recreation Supplies	5.42
	128555	111-6020-451.61-35	Recreation Supplies	5.42
	1902	111-6020-451.61-35	Recreation Supplies	17.48
				\$28.32
TELEWORKS	15770	111-9010-419.53-10	Telephone & Wireless	103.83
				\$103.83

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
11-21-2017**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
THE GAS COMPANY	9/01-10/03/2017	111-8020-431.62-10	Heat Light Water & Power	22.74
	9/01-10/03/2017	111-8022-419.62-10	Heat Light Water & Power	481.70
	9/01-10/03/2017	111-8023-451.62-10	Heat Light Water & Power	177.14
				\$681.58
TITAN LEGAL SERVICES, INC	SU290663-02-01	745-9031-413.32-70	Contractual Srv Legal	102.18
	SU290663-04-01	745-9031-413.32-70	Contractual Srv Legal	80.47
				\$182.65
TRIMMING LAND CO INC	10102	535-8090-452.56-60	Contract Landscape Labor	1,400.00
				\$1,400.00
U.S. BANK	PPE 11/5/2017	802-0000-217.30-20	PARS	4,126.22
	PPE 11/5/2017	802-0000-218.10-05	PARS EMPLOYER	17,864.17
				\$21,990.39
U.S. HEALTH WORKS	3204310-CA	111-0230-413.56-41	Contractual Srv - Other	786.00
	3210708-CA	111-0230-413.56-41	Contractual Srv - Other	130.00
	3214372-CA	111-0230-413.56-41	Contractual Srv - Other	426.00
				\$1,342.00
ULINE	91601360	111-8022-419.43-10	Buildings - O S & M	157.33
	91732636	111-8022-419.43-10	Buildings - O S & M	74.95
	91292357	111-8023-451.61-20	Dept Supplies & Expense	498.68
				\$730.96
UNITED PACIFIC WASTE & RECYCLING	1907208	111-8027-431.56-59	Contract-Trash Collection	16,680.00
				\$16,680.00
UNITED PUMPING SERVICE INC	INV146415	111-8023-451.61-20	Dept Supplies & Expense	1,400.00
				\$1,400.00
VALLEY BUSINESS PRINTERS, INC	49827	111-0210-413.56-41	Contractual Srv - Other	1,161.00
				\$1,161.00
VARELA, SOCORRO	22403-7140	681-0000-228.70-00	Deposit Refund	67.86
				\$67.86
VERMILLION INVESTIGATIONS	HP 1006	745-9031-413.32-70	Contractual Srv Legal	262.50
				\$262.50
VICTOR SMOG TEST CENTER	37960	741-8060-431.43-20	Fleet Maintenance	33.00
				\$33.00
VISION SERVICE PLAN-CA	NOV2017	802-0000-217.50-30	Vision Insurance	4,342.31
				\$4,342.31
WELLS FARGO	24164079	111-0110-411.66-05	Council Meeting Expenses	52.78
	24492158	111-0110-411.66-05	Council Meeting Expenses	750.00
	244921599	111-0110-411.66-05	Council Meeting Expenses	130.56
	24492159A	111-0110-411.66-05	Council Meeting Expenses	21.80
	2422443992	111-0210-413.56-41	Contractual Srv - Other	2,653.57
	24164079	111-0210-413.61-20	Dept Supplies & Expense	30.49
	24610439	111-0210-413.61-20	Dept Supplies & Expense	6.60

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
11-21-2017**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
WELLS FARGO	244921594	111-6020-451.61-35	Recreation Supplies	633.15
	2469216922	111-6020-451.61-35	Recreation Supplies	122.89
	246921693	111-6020-451.61-35	Recreation Supplies	23.27
	2469216932X	111-6020-451.61-35	Recreation Supplies	63.48
	2469216952	111-6020-451.61-35	Recreation Supplies	59.98
				\$4,548.57
WELLS FARGO BANK-FIT	PPE 11/5/2017	802-0000-217.20-10	Federal W/Holding	46,385.65
				\$46,385.65
WELLS FARGO BANK-MEDICARE	PPE 11/5/2017	802-0000-217.10-10	Medicare	7,449.88
				\$7,449.88
WELLS FARGO BANK-SIT	PPE 11/5/2017	802-0000-217.20-20	State W/Holding	14,239.63
				\$14,239.63
				\$863,731.03



CITY OF HUNTINGTON PARK

Administration
City Council Agenda Report

November 21, 2017

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF A RESOLUTION ADOPTING THE CITY'S NEW POLICY PROHIBITING DISCRIMINATION, HARASSMENT, ABUSIVE CONDUCT AND RETALIATION

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2017-38, Repealing Resolution No's 85-80 and 92-49 and Adopting the City of Huntington Park's new Policy Prohibiting Discrimination, Harassment, Abusive Conduct and Retaliation.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On July 1, 2015, Assembly Bill 1825 provided the requirement for all supervisory staff to receive two (2) hours of sexual harassment training. The City complies with all sections of this law as required. In January 2015, AB 2053 passed which updated language from the original bill. City staff, in conjunction with the City Attorney's office, reviewed the existing City Policy, which was last adopted in 1992, and is suggesting updates to our existing policy to be consistent with the state requirements.

FISCAL IMPACT/FINANCING

No fiscal impact to the City for the recommended update to the policy.

CONCLUSION

Upon adoption of the resolution, the new policy will be distributed to all City employees and will also be used during the AB1825 Mandatory Sexual Harassment Prevention Training which will be scheduled after the adoption of the resolution.

**CONSIDERATION AND APPROVAL OF A RESOLUTION ADOPTING THE CITY'S
NEW POLICY PROHIBITING DISCRIMINATION, HARASSMENT, ABUSIVE
CONDUCT AND RETALIATION**

November 21, 2017

Page 2 of 2

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Ricardo Reyes', with a stylized flourish at the end.

RICARDO REYES
Acting City Manager

A handwritten signature in blue ink, appearing to read 'Martha V. Castillo', with a stylized flourish at the end.

MARTHA V. CASTILLO
Director of Human Resources

ATTACHMENT(S)

- A. Adopt Resolution No. 2017-38, Repealing Resolution Nos 85-80 and 92-49 and Adopting the City of Huntington Park's new Policy Prohibiting Discrimination, Harassment, Abusive Conduct and Retaliation (Exhibit A attached).
- B. Resolution No. 85-80.
- C. Resolution No. 92-49.

ATTACHMENT “A”

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK REPEALING RESOLUTION NO. 85-80 AND 92-49 AND ADOPTING A NEW CITY'S POLICY PROHIBITING DISCRIMINATION, HARASSMENT, ABUSIVE CONDUCT AND RETALIATION AND REPEALING

WHEREAS, the City of Huntington Park Policy Prohibiting Discrimination or Harassment of City Employees, adopted by Resolution 85-80 and amended by Resolution 92-49 is hereby repealed;

WHEREAS, a new form of policy has been prepared and presented to the City Council prohibiting discrimination, harassment, abusive conduct and retaliation of City employees;

WHEREAS, the City Council wishes to adopt that policy, as presented;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON
PARK DOES RESOLVE AS FOLLOWS:**

SECTION 1: Resolution Number 85-80 and 92-49 are hereby repealed.

SECTION 2. The City Council of the City of Huntington Park hereby adopts and approves the Policy Prohibiting Discrimination, Harassment, Abusive Conduct and Retaliation, a copy of which is attached hereto as Exhibit A.

SECTION 3: The City Clerk shall certify to the adoption of this Resolution

PASSED, APPROVED AND ADOPTED this 21st day of November, 2017.

Marilyn Sanabria, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

EXHIBIT “A”

CITY OF HUNTINGTON PARK
POLICY PROHIBITING DISCRIMINATION, HARASSMENT,
ABUSIVE CONDUCT AND RETALIATION

I. PURPOSE STATEMENT

The City of Huntington Park ("City") is committed to providing a workplace in which all individuals are treated professionally and with respect; free from harassment, discrimination, abusive conduct and retaliation in the workplace. The City prohibits and does not tolerate the harassment of its employees. Consistent with this commitment, the City's zero-tolerance Policy Prohibiting Discrimination, Harassment, Abusive Conduct and Retaliation ("Policy") complies with all state and federal laws prohibiting such conduct.

The City prohibits workplace discrimination and harassment based on protected characteristics listed below pursuant to the Fair Employment and Housing Act ("FEHA") (Government Code §12900 *et seq.*), Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e *et seq.*) and other state and federal laws:

- Age (40 or older)
- Ancestry
- Color
- Religion
- Disability (physical or mental and including HIV and AIDS)
- Marital Status
- Medical Condition (genetic characteristics, cancer or history of cancer)
- Genetic information
- Military and Veteran Status
- National Origin
- Race
- Sex (includes pregnancy, childbirth, breastfeeding, medical conditions relating to pregnancy, childbirth or breastfeeding)
- Gender, Gender Identity, and Gender Expression
- Sexual Orientation

The policy applies to all phases of the employment relationship, including recruitment, testing, hiring, upgrading, promotion/demotion, transfer, layoff, termination, rates of pay, benefits and selection for training.

This policy applies to all employees of the City, including but not limited to, full-time and part-time employees, temporary employees, and persons working under contract for the city. Unpaid interns and volunteers are also protected under this policy.

II. RIGHTS OF THE EMPLOYEE

Each employee of the City has the right to a work environment free from discrimination, harassment, abusive conduct or retaliation, as defined by law. No, City employee has the right or authority to annoy, vex, harass, discriminate, retaliate or engage in abusive conduct against any other employee of the City. Any employee of the City who believes he or she is

the victim or target of discrimination, harassment, abusive conduct, or retaliation has the right to seek corrective action.

III. GROUND FOR DISCIPLINE

The City has zero tolerance for harassment or any other form of unlawful discrimination. The City considers violations of this Policy to be serious matters. Any department head, supervisor or employee who engages in discrimination, harassment, abusive conduct, or retaliation will be subject to discipline calculated to end the harassment, up to and including immediate termination from employment. Disciplinary action shall be consistent with the nature and severity of the offense and any other factors relating to the fair and efficient administration of the City's operation.

IV. COMPLAINTS AND GRIEVANCE PROCEDURE

City employees shall report incidents of discrimination, harassment, abusive conduct, or retaliation they experience or witness without fear of reprisal. Complaints should be in writing and should include a detailed description of the alleged violation and the names of the individuals and witnesses involved. Written complaints should be submitted to the Director of Human Resources.

Any City employee who feels he or she has been the target or victim of discrimination or harassment has the right to grieve that treatment and shall follow the grievance procedure established by Civil Service Rules & Regulations Section 12.

However, if the employee feels that he or she cannot follow the grievance procedure due to some reasonable circumstance, such as his or her supervisor or manager through whom he or she would have to proceed under the grievance procedure may be a perpetrator, then he or she may proceed directly to the department head, the City's Human Resources Director, the City Manager, or the City Attorney.

The City will take immediate and appropriate corrective action to end the conduct and to investigate the alleged violations. Any complaint of discrimination, harassment, abusive conduct, or retaliation will be thoroughly and competently investigated with the objectives of insuring that the complaint of conduct does not recur in the future, and determining what has already occurred so that appropriate corrective action, if any, can be taken.

The City will proceed with concern for confidentiality and an effort will be made to protect the privacy of parties and witnesses involved in the complaint. Notwithstanding, disciplinary action, hearing, legal action, or disclosure of public records under state law may result in broader information dissemination.

V. INVESTIGATION

The City will conduct prompt, objective, and thorough investigations of alleged violations of this Policy.

Upon the filing of a complaint with the City, the complainant will be provided with a copy of this policy. The Human Resources Department is the department designated by the City to investigate complaints of alleged violations of this Policy. However, the Human Resources Director may delegate the investigation to an outside agency upon his/her discretion. In the event the complaint is against the Human Resources Director, an outside investigator shall be appointed by the City Manager and/or City Attorney.

Based upon the investigation and any other relevant information, the investigator shall, within a reasonable period of time, determine whether the conduct of the person against whom a complaint has been made constitutes conduct prohibited by this Policy. In making that determination, the investigator shall look at the record as a whole and at the totality of circumstances, including the nature of the conduct in question; the context in which the conduct, if any occurred; and the conduct of the person complaining of harassment, discrimination, abusive conduct or retaliation. The determination of whether a violation occurred will be made on a case-by-case basis by the investigator.

If, after the investigation, the City determines that harassment, discrimination, abusive conduct, or retaliation occurred, the perpetrator will be subject to discipline calculated to end the harassment, up to and including immediate termination from employment. The City will advise the complainant that it has taken appropriate action.

VI. RETALIATION PROHIBITED

Retaliating against an employee because he or she made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, hearing, or litigation related to prohibitions against violations of this Policy is strictly prohibited.

The initiation of a grievance for discrimination, harassment, abusive conduct or retaliation shall not cause any reflection on the employee, nor shall it affect such persons' future employment with the City. Acts or threats of retaliation are in and of themselves violations of this Policy, and are likewise prohibited.

It is also unlawful under state law and this policy prohibits the retaliation against employees and applicants who exercise certain rights afforded by the Labor Code, including, but not limited to the following: a wage claim pursuant to Section 98.6 of the Labor Code, a whistleblower claim pursuant to Section 1102.5 of the Labor Code, a health or safety claim pursuant to Section 6310 of the Labor Code, victims of domestic violence, sexual assault, or stalking pursuant to Sections 230 and 230.1 of the Labor Code. It is also prohibited to retaliate against a person for requesting a reasonable accommodation based on a religious beliefs or disability, pursuant to Section 12940 of the Government Code.

VII. ADMINISTRATIVE AGENCIES

Employees may also contact the California Department of Fair Employment and Housing ("DFEH"), and/or the United States Equal Employment Opportunity Commission ("EEOC") and seek remedies through these agencies.

DFEH

The DFEH complaint process starts with filling out and filing a form titled “pre-complaint inquiry.” In general complainants must submit this form within one year of the last incident of discrimination, harassment, or retaliation. The DFEH’s Los Angeles Office is located at 320 West 4th Street, 10th Floor, Los Angeles, California 90013. More information about the DFEH is available at www.dfeh.ca.gov.

EEOC

The EEOC complaint process begins with filing a “charge of discrimination.” There are time limits for filing a charge depending on the type of employment discrimination. The EEOC’s Los Angeles Office is located in the Roybal Federal Building, 255 East Temple St., 4th Floor, Los Angeles, California 90012. More information about the EEOC is available at www.eeoc.gov.

VIII. DISTRIBUTION AND MANDATORY TRAINING

This Policy shall be distributed to all current City employees within thirty (30) days of adoption of this Policy by the City. All future City employees shall receive a copy of this Policy at the time they assume employment with the City.

The City shall provide at least two (2) hours of training on sexual harassment and prevention of abusive conduct to all supervisory employees who have not received such training every two (2) years, pursuant to Section 12950.1 of the Government Code. Additionally, all newly hired supervisors are required to attend two (2) hours of training on sexual harassment and prevention of abusive conduct within six (6) months of their hiring or promotion.

DISCRIMINATION DEFINED**A. DISCRIMINATION AND HARASSMENT**

The City of Huntington Park strictly prohibits employment discrimination and harassment. The City prohibits workplace discrimination and harassment based on protected characteristics pursuant FEHA (Government Code §12900 *et seq.*), Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e *et seq.*) and other state and federal laws, including: Age (40 or older), Ancestry, Color, Religion, Disability (physical or mental and including HIV and AIDS), Marital Status, Medical Condition (genetic characteristics, cancer or history of cancer), Genetic information, Military and Veteran Status, National Origin, Race, Sex (includes pregnancy, childbirth, breastfeeding, medical conditions relating to pregnancy, childbirth or breastfeeding), Gender, Gender Identity, and Gender Expression, and Sexual Orientation. The City prohibits unlawful discrimination based on the perception that an individual has protected characteristics, or that an individual is perceived to associate with another having protected characteristics.

Any City employee shall report incidents of discrimination they experience or witness without fear of reprisal, pursuant to Section IV of this Policy. The City will conduct prompt, objective, and thorough investigations of alleged discrimination, pursuant to Section V of this Policy. If, after the investigation, the City determines that harassment occurred, the perpetrator will be subject to discipline calculated to end the harassment, up to and including immediate termination from employment.

B. SEXUAL HARASSMENT

Sexual harassment is a form of sex discrimination.

Sexual harassment of an applicant, employee, intern or volunteer by a supervisor, management employee, co-worker or non-employee at the City, will not be tolerated.

Sexual harassment involves unwelcome sexual advances; requests for sexual favors; or other verbal or physical conduct of a sexual nature when submission to sexual advances or behavior is made either explicitly or implicitly a term or condition of an individual's employment, submission or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment is unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature, including, but not limited to the following:

- **Verbal Conduct** such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitation, or comments.
- **Visual Displays** such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings, or gestures.
- **Physical conduct** including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of gender, race, or any other protected basis.
- **Threats and demands** to submit to sexual requests as a condition of continued employment, or avoid some other loss, and offers of employment benefits in return for sexual favors.

Additionally, prohibited sexual harassment may include sexual flirtation, advances, propositions; verbal abuse of a sexual nature; graphic verbal commentaries about an individual's physical attributes or body, sexually degrading word uses to describe an individual; and the display in the workplace of sexually suggestive objects, cartoons, or pictures.

Sexual harassment can occur in a variety of circumstances, including but not limited to the following:

- The victim as well as the harasser can be a woman or a man. The victim does not have to be of the opposite sex.

- The harasser can be the victim's supervisor, an agent of the employer, a supervisor in another area of the City, a co-worker, or a non-employee.
- The victim does not have to be the person harassed but could be anyone affected by the offensive conduct.
- Unlawful sexual harassment may occur without economic injury or discharge of the victim.
- The harasser's conduct must be unwelcome.

Sexual Harassment is prohibited and can include the following:

- Sexual propositions.
- Sexual innuendo.
- Sexually suggestive comments, epithets or slurs.
- Sexually oriented teasing or kidding.
- Sexually oriented jokes.
- Obscene gestures of language.
- Obscene or sexually suggestive pictures or drawing.
- Physical contact, such as patting, pinching or touching.
- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct such as leering, making sexual gestures, displaying of sexual suggestive objects or pictures, cartoons or posters.
- Verbal conduct such as making or using derogatory comments, epithets, slurs, and jokes.
- Verbal sexual advances or propositions.
- Verbal abuse of a sexual nature such as graphic verbal commentaries about an individual's body, sexually degrading words to describe and individual, suggestive or obscene letters, notes or invitations.
- Offensive gestures (including attempts to look inside an employee's clothing).
- Questioning an employee about his or her sexual history or sexual practices.
- Any offensive touching (i.e., touching that would be found offensive under the circumstances by a reasonable person of the harassed employee's sex).
- Physical conduct such as touching, assault, impeding or blocking movements.

Any City employee shall report incidents of sexual harassment they experience or witness without fear of reprisal, pursuant to Section IV of this Policy. The City will conduct prompt, objective, and thorough investigations of alleged sexual harassment, pursuant to Section V of this Policy. If, after the investigation, the City determines that harassment occurred, the perpetrator will be subject to discipline calculated to end the sexual harassment, up to and including immediate termination from employment. City employees may also file complaints with state and federal agencies listed in Section VII of this Policy.

C. ABUSIVE CONDUCT

Abusive conduct means conduct of an employer in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interest. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or gratuitous sabotage or undermining of a person's work performance. A single act will generally not constitute abusive conduct, unless especially severe and egregious.

ATTACHMENT “B”

1 RESOLUTION NO. 85- 80

2 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK
3 APPROVING POLICY PROHIBITING DISCRIMINATION OR HARASSMENT OF CITY
4 EMPLOYEES.

5 WHEREAS, a form of policy has been prepared and presented to
6 the City Council prohibiting discrimination or harassment of City
7 employees; and

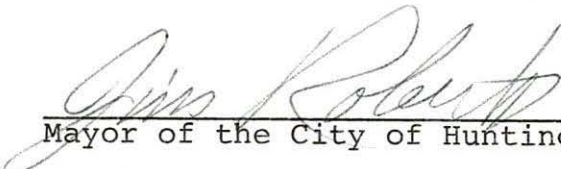
8 WHEREAS, the City Council wishes to adopt that policy, as
9 presented;

10 NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON
11 PARK DOES RESOLVE AS FOLLOWS:


12 SECTION 1: The attached form of Policy Prohibiting
13 Discrimination or Harassment of City Employees is hereby approved.

14 SECTION 2: The City Clerk shall certify to the adoption
15 of this Resolution.

16 PASSED, APPROVED AND ADOPTED this 5th day of August, 1985.

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18 
Mayor of the City of Huntington Park

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20 ATTEST:

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22 City Clerk
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CITY OF HUNTINGTON PARK POLICY PROHIBITING
DISCRIMINATION OR HARASSMENT OF CITY EMPLOYEES

1. STATEMENT OF POLICY.

The City of Huntington Park strongly and unequivocally opposes discrimination and harassment in the City workforce. The City expects Department Heads and Supervisors to convey strong disapproval of such behavior to their employees by their example.

2. REASON FOR POLICY.

Discrimination and harassment undermine the integrity of the employment relationship. Discrimination and harassment can result in economic loss to both the City and the employee, cause reduced productivity, excessive employee absenteeism and turnover, loss of morale, polarization of staff, and decrease in management credibility.

3. RIGHTS OF THE EMPLOYEE.

Each employee of the City has the right to a discrimination-free and harassment-free work environment. No Department Head, Supervisor or co-employee has the right or authority to annoy, vex, harass or discriminate against any employee of the City. Any employee of the City who believes he or she is the victim or target of discrimination or harassment has the right to seek and insist upon corrective action.

4. DISCRIMINATION DEFINED.

Discrimination is defined as the biased or prejudiced treatment of an employee because of his or her race, ancestry, national origin, religious creed, color, marital status, or handicap.

5. HARASSMENT DEFINED.

Harassment is defined as unsolicited and unwelcome sexual advances, requests for sexual favors, and other verbal, physical, written or visual conduct of a sexual nature which occurs under any one of three circumstances: (1) submission is made either explicitly or implicitly as a term or condition of employment; (2) submission or rejection of an employee is used as a basis for employment decisions affecting the employee; (3) such conduct has the potential to affect an employee's work performance negatively and/or create an intimidating, hostile or otherwise offensive working environment.

All sexual harassment is prohibited and examples include sexual flirtations, advances, propositions; verbal abuse of a sexual nature; graphic verbal commentaries about an individual's physical attributes or body, sexually degrading words used to describe an individual; and the display in the work place of sexually suggestive objects, cartoons or pictures.

6. GROUND FOR DISCIPLINE.

Participation in or encouragement of discrimination or harassment is grounds for discipline as set forth in Civil Service Rule 9.1(i).

7. GRIEVANCE PROCEDURE.

Any City employee who feels he or she has been the target or victim of discrimination or harassment has the right to grieve that treatment and shall follow the grievance procedure established by Civil Service Rule 12.3(f).

8. RETALIATION PROHIBITED.

The initiation of a grievance for discrimination or harassment shall not cause any reflection on the employee, nor shall it affect such persons' future employment with the City. Acts or threats of retaliation are in and of themselves violations of this Policy, and are likewise prohibited.

9. CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING

Any City employee who files a grievance for discrimination or harassment pursuant to Civil Service Rule 12 and is dissatisfied with the results of the investigation and outcome of the grievance procedure, may contact the California Department of Fair Employment and Housing, 322 West First Street, Los Angeles, California 90012, telephone number: (213) 620-2610.

10. DISTRIBUTION.

This Policy shall be distributed to all current City employees within thirty (30) days of adoption of this Policy by the City. All future City employees shall receive a copy of this Policy at the time they assume employment with the City.

1 STATE OF CALIFORNIA)
2 COUNTY OF LOS ANGELES) ss.

3 I, MARILYN A. BOYETTE, City Clerk of the City of Huntington
4 Park, do hereby certify that the foregoing resolution, being
5 Resolution No. 85- 80 , was passed and adopted by the City
6 Council of the City of Huntington Park, signed by the Mayor of
7 said City, and attested by the City Clerk, all at a regular
8 meeting of the City Council held on the 5th day of August, 1985,
9 and that the same was passed and adopted by the following vote,
10 to wit:

11 AYES: Councilmen- Hennes, Cunningham, Parks, Jackson, Roberts

12 NOES: Councilmen- None

13 ABSENT: Councilmen- None

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16 City Clerk
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ATTACHMENT “C”

1 RESOLUTION NO. 92- 49

2 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON
3 PARK AMENDING THE CITY OF HUNTINGTON PARK POLICY PROHIBITING
4 DISCRIMINATION OR HARASSMENT OF CITY EMPLOYEES.

5 THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK DOES
6 RESOLVE AS FOLLOWS:

7 SECTION 1: Section 3 of the City of Huntington Park
8 Policy Prohibiting Discrimination or Harassment of City
9 Employees, adopted by Resolution No. 85-80 ("the Policy"), is
10 hereby amended to read as follows:

11 Each employee of the City has the right to a
12 discrimination-free and harassment-free work environment.
13 No elected official, department head, supervisor or co-
14 employee has the right or authority to annoy, vex,
15 harass or discriminate against any employee of the City.
16 Any employee of the City who believes he or she is the
17 victim or target of discrimination or harassment has the
18 right to seek and insist upon corrective action.

19 SECTION 2: Section 4 of the Policy is hereby amended
20 to read as follows:

21 Discrimination is defined as the biased or prejudiced
22 treatment of an employee because of his or her race,
23 ancestry, national origin, religious creed, political
24 beliefs, color, marital status or handicap.

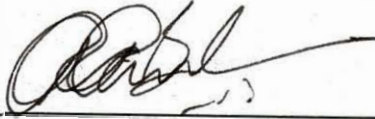
25 SECTION 3: Except as amended herein, the Policy
26 remains in full force and effect.

27 SECTION 4: The City Clerk shall certify to the
28 adoption of this Resolution.

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PASSED, APPROVED AND ADOPTED this 15th day of June
1992.



Mayor of the City of Huntington Park

ATTEST:


city clerk

1 STATE OF CALIFORNIA)
2) ss.
3 COUNTY OF LOS ANGELES)
4

5 I, MARILYN A. BOYETTE, CITY CLERK OF THE CITY OF HUNTINGTON
6 PARK, DO HEREBY CERTIFY that the foregoing Resolution, being
7 Resolution No. 92-49, was passed and adopted by the City Council of
8 the City of Huntington Park, signed by the Mayor of said City, and
9 attested by the City Clerk, all at a regular meeting of the City
10 Council held on the 15th day of June, 1992, and that the same was
11 passed and adopted by the following vote, to wit:

12 AYES: Councilmen - Loya, Cunningham, Jackson, Hernandez, Perez
13 NOES: Councilmen - None
14 ABSENT: Councilmen - None
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City Clerk

CITY OF HUNTINGTON PARK

City Council Meeting Agenda Tuesday, November 21, 2014

REGULAR AGENDA

CITY COUNCIL

- 4. Consideration and Discussion of Revoking City Staff Credit Cards and Creation of Comprehensive Credit Card Policy**
 - DISCUSSION AND/OR ACTION -**

CITY OF HUNTINGTON PARK

City Council Meeting Agenda Tuesday, November 21, 2014

REGULAR AGENDA

CITY COUNCIL

- 5. Consideration and Discussion of Setting Spending Limit Authority for City Manager, Department Heads and City Staff**
 - DISCUSSION AND/OR ACTION -



CITY OF HUNTINGTON PARK

City Manager's Office
City Council Agenda Report

November 21, 2017

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF A MEMORANDUM OF UNDERSTANDING (MOU) OPT-IN PROGRAM FOR THE 2018 GREATER LOS ANGELES HOMELESS STREET COUNT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the Memorandum of Understanding (MOU) with the Los Angeles Homeless Services Authority (LAHSA) for the 2018 Greater Los Angeles Homeless Street Count;
2. Choose a level of participation and responsibility;
3. Choose to sponsor the event and waive all related fees; and
4. Authorize Mayor to execute the MOU.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Los Angeles Homeless Services Authority (LAHSA) is conducting the 2018 Greater Los Angeles Homeless Street Count from January 23 – 25, 2018. Approval of the MOU is required in order for the City to participate in the homeless count.

Huntington Park participated in the 2017 Homeless Count. Data gathered from the homeless count is used to provide reliable estimates of the homeless population in the City and county. Participating cities obtain locally-specific data that can be used by various government agencies in addressing homelessness.

As part of the MOU, Salt Lake Park will be designated as the deployment site for the homeless count, which is scheduled from January 23-25, 2018, (exact date forthcoming). The deployment site is the location where volunteers will gather before deploying to their assigned areas within Huntington Park to conduct the census of homeless individuals within our jurisdiction. Upon Council approval, the Parks and

CONSIDERATION AND APPROVAL OF A MEMORANDUM OF UNDERSTANDING (MOU) OPT-IN PROGRAM FOR THE 2018 GREATER LOS ANGELES HOMELESS STREET COUNT

November 21, 2017

Page 2 of 3

Recreation Department will ensure that the Salt Lake Park facility is available for use by LAHSA to serve as the deployment center for the homeless count.

New for the Opt-In program this year is the option to choose the level of participation and responsibility. The Opt-In partner may choose a one year or three (3) year agreement and choose to either accept partial or full responsibility for the count.

- Single-year Opt-In Option:
Partners may opt in as a Homeless Count Partner for a single year.
- Three-year Opt-In Option:
Partners may opt-in as a Homeless Count Partner for three years. This will allow Opt-In Partners to sign one agreement to become an Opt-In Partner for Homeless Counts 2018 through 2020. If any Opt-In responsibilities change after the date an agreement is finalized, LAHSA will send an addendum to the Opt-In Partner to review and sign.
- Level of Responsibility:
Partners may choose the level of responsibilities and choose to provide one or all of the following:
 - Deployment Site
 - Deployment Site Coordinator
 - Volunteer Recruitment
 - Food

In past years, the city has provided assistance with securing the location, providing the deployment site coordinator, recruiting for volunteers and providing snacks and refreshments for the volunteers the night of the count, with a minimal cost to the City.

FISCAL IMPACT/FINANCING

The financial impact to the city in electing to Opt-In and accept full responsibility to participate in the homeless count is noted in the chart below (see page 3).

Accepting full responsibility, the city would provide the deployment site, deployment site coordinator, food/snacks/beverages, assisting with volunteer recruitment and the overall coordination of the event. It would entail participation from Parks & Recreation, Police and Administration Departments at no cost to LAHSA.

If the City chooses to sponsor the event, then we would ask that City Council waive all fees for this event. The application filed by LAHSA was just a formality to determine what will be needed for the event.

CONSIDERATION AND APPROVAL OF A MEMORANDUM OF UNDERSTANDING (MOU) OPT-IN PROGRAM FOR THE 2018 GREATER LOS ANGELES HOMELESS STREET COUNT

November 21, 2017

Page 3 of 3

2018 Homeless Count Fees

Department:	Account No:	Fees:
Parks & Recreation		
Facility Fees	111-0000-347.70-00	105.00
Personnel Fees (2 P/T – 7p.m. to 12a.m.)	111-0000-347.30-00	190.00
Deposit (Refundable)	111-0000-228.20-00	500.00
	Total	\$795.00
Police		
2 P/T Cadets (4 hrs. each)	111-7040-421.12-00	117.00
	Total	\$117.00
Administration		
Food/Snacks/Beverages	111-0240-466.55-42	300.00
	Total	\$300.00
	Grand Total	\$1,212.00

CONCLUSION

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



RICARDO REYES
Acting City Manager

ATTACHMENT(S)

A. Memorandum of Understanding (MOU)

ATTACHMENT “A”

GREATER LOS ANGELES HOMELESS STREET COUNT OPT-IN PROGRAM AGREEMENT

This Opt-In Program Agreement for Partners (Agreement) sets forth roles and responsibilities between The Los Angeles Homeless Services Authority (LAHSA) and the Opt-In Partner during the annual Greater Los Angeles Homeless Count.

BACKGROUND

LAHSA is a joint powers authority, formed by the City and County of Los Angeles in 1993, to address the problems of homelessness in Los Angeles. LAHSA is the lead agency of the Los Angeles Continuum of Care (LA CoC). The LA CoC includes 85 cities and the unincorporated areas of Los Angeles County, excluding only the cities of Glendale, Long Beach and Pasadena, as each of those three cities operate their own independent Continuums.

The Homeless Count occurs on a yearly basis and consists of four components: 1) the street count; 2) the demographic survey; 3) the shelter count; and 4) the youth count. The street count refers to the process of counting homeless persons residing in shelters or living on the street, in parks, cars or other places not meant for human habitation; as well as conducting the Housing Inventory Count (HIC), an enumeration of the number of shelters, beds and units dedicated to housing homeless persons.

The 2017 Homeless Count was the largest in the country, benefitting from the support of more than 7,800 volunteers. In 2017 the Homeless Count discovered that at any given point-in-time approximately 57,794 individuals experience homelessness in Los Angeles County. The data gathered from the 2017 Homeless Count is extremely valuable to our mission of ending homelessness. It supplies government agencies, service providers and housing providers with a reliable estimate of the homeless population in the City and County of Los Angeles, including sub-regions such as Service Planning Areas (SPAs), Supervisorial Districts (SDs), and Council Districts (CDs) within the City of Los Angeles. It also provides an array of demographic information.

The Opt-In Program gives cities, communities and other jurisdictions the opportunity to obtain locally-specific data at a high confidence level. Full enumeration of every agreed-upon census tract within each City/Community Area will provide more granular data and can substantially aid efforts to evaluate existing homeless services and plan for future measures to address local homelessness in your community.

WHAT'S NEW FOR THE OPT-IN PROGRAM

To enhance the Opt-In process for Homeless Count partners, we have made the following improvements:

- Multi-year Opt-In option (1 or 3 years)
- Less Opt-in responsibilities than prior years
- A digital Opt-In Agreement Form
- Security provided by LAHSA upon request

A. OPT-IN PARTNER RESPONSIBILITIES

An Opt-In Partner is a city incorporated under the laws of the State of California; another form of local jurisdiction authorized by State law, city or county ordinance; or a faith-based or community organization that has committed to participate in the Opt-In Program. Opt-In Partners are responsible for completing or participating in activities that contribute to completing the full enumeration (a complete count) of all unsheltered homeless persons in the agreed-upon census tracts in their city/community area. (EXHIBIT A)

To achieve continuous, reliable counts of unsheltered homeless persons, it is strongly encouraged that at least 30 days prior to the Homeless Count, your city/community area does not target homeless persons in order to conduct sweeps, as doing so would move homeless persons outside of the boundaries of your area and impact the accuracy of the Homeless Count.

The Opt-In Partner will choose the level of participation and responsibility in the Opt-In Program for the city/community area description indicated in EXHIBIT A, by checking the box(es) below:

☐ **1. Deployment Site** - Opt-In Partner agrees to complete the Deployment Site Worksheet - EXHIBIT B, to provide the name, address, telephone number, and capacity of each Deployment Site; provide the name, office number, cellular number and email address of the Deployment Site Access Provider. In order to assist with directing volunteers with disabilities on the days of the homeless account, opt-in partner further agrees to complete the Americans with Disabilities Act (ADA) Facilities Checklist provided in EXHIBIT G.

A Deployment Site is a location within your area, on the day of the street count, from which volunteers will be deployed to perform the Homeless Count, which meets the following requirements:

1. Is NOT currently a site where services are provided to homeless people at night;
2. Has the capacity and sufficient space, tables, and chairs for the specified number of volunteers for your area;
3. Can maintain sufficient cellular phone service coverage and/or has Wi-Fi access points, landline telephone lines, or another comparable means of communication in the absence of a sufficient mobile service signal;
4. Has ample audio and video capacity to show all Homeless Count volunteer training videos;
5. Is located within the Opt-In boundaries approved by LAHSA and includes, or is adjacent to, ample free parking;
6. Has a confirmed Deployment Site Access Provider to assist with logistics and coordinating access during the Homeless Count, either by providing all necessary keys or being present to grant access during the Homeless Count. A Deployment Site Access Provider is the contact person or persons who will be responsible for providing access to each of the designated Deployment Sites in your area on the day of the training and on the day of the Homeless Count.

☐ **2. Deployment Site Coordinator** - Opt-In Partner agrees to complete the Deployment Site Coordinator worksheet - EXHIBIT C, to designate and provide the name, office number, cellular number and email address of the Deployment Site Coordinator, who has the following responsibilities/duties:

1. Directing the operations at a volunteer Deployment Site for the day of the Homeless Count including but not limited to the set-up of the site;
2. Ensuring that volunteers are deployed in teams to the proper locations;



3. Recruiting one Deployment Site Coordinator Assistant to assist with Deployment Site Coordinator tasks and responsibilities;
4. Tracking all volunteer teams to ensure that they return in a timely manner;
5. Assisting with volunteer questions;
6. Reviewing all incoming tally sheets for accuracy;
7. Ensuring all tally sheets, signed waiver forms, and completed team forms are filed correctly and returned to LAHSA on the same day as the Homeless Count;
8. Coordinating the pick-up and drop-off of all Homeless Count materials with LAHSA;
9. Communicating and coordinating with the LAHSA Regional Coordinator;
10. Participating in training and ensuring other appropriate volunteer-staff attend trainings to support the successful implementation of the Homeless Count;
11. Ensuring that each adult volunteer signs a release and waiver (EXHIBIT D), and a parent or legal guardian of each minor volunteer (under 18 years of age) completes and signs a release and waiver (EXHIBIT E), indemnifying LAHSA and your city/community area from any liability during their participation on the day of the Homeless Count. Minors must be at least 14 years of age;
12. Supervise Deployment Site volunteers ages 14 and older;
13. Coordinating with the LAHSA Regional Coordinator and providing regular communication regarding progress and issues;
14. Coordinating with LAHSA Regional Coordinators regarding ADA requests from volunteers;

☐ **3. Volunteer Recruitment** - Opt-In Partner agrees to complete the Volunteer Recruitment Contact portion of- EXHIBIT D. Responsibilities for this position include:

1. Recruiting for the city/community area listed in EXHIBIT A;
2. Communicating that, depending upon deployment needs on the day of the Homeless Count, volunteers may be asked to be deployed to conduct Homeless Count activities outside of or adjacent to the city/community Area.

☐ **4. Food** - Opt-In Partner agrees to complete the Food Contact portion of- EXHIBIT D. Responsibilities include:

1. Providing refreshments and/or a light snack to volunteers on the day of the Homeless Count.

B. LAHSA RESPONSIBILITIES

In order to ensure a successful enumeration of homeless persons across the LA CoC, LAHSA will be responsible for providing the following:

1. A Planning Manager, who shall be responsible for managing the LAHSA Regional Coordinators and overseeing their execution of Homeless Count activities within each Service Planning Area (SPA);
2. A LAHSA Regional Coordinator, who will be the designated lead within the SPA and is responsible for managing, directing and overseeing the planning, logistics, coordination and execution of Homeless Count activities;
3. A consultant, who will analyze the data and provide the point-in-time Count results for the LA CoC, including homeless subpopulations and totals by geography, as well as a Homeless Count report;
4. Training the Deployment Site Coordinators and Homeless Count volunteers. Deployment Site Coordinators will receive training on Homeless Count preparation, data collection, safety



procedures and other relevant training, as needed. Volunteers will receive training on standard enumeration and safety procedures;

5. Materials necessary for a successful Homeless Count, including, but not limited to, scanned copies (PDFs) of all the documentation needed to conduct the unsheltered and sheltered Homeless Count, as well as the demographic surveys;
6. A determination of the specific census tracts that need to be counted, in order to achieve a full enumeration of unsheltered homeless persons in your area. LAHSA and the Opt-In Partner must be in agreement regarding the census tracts to be counted (EXHIBIT A) prior to the execution of this AGREEMENT;
7. An estimate of the minimum number of volunteers needed to successfully complete the Homeless Count based upon the number of census tracts to be enumerated in each specified Opt-In area (EXHIBIT A);
8. A determination of the specific number of Deployment Sites that will be needed for a successful Homeless Count based upon the number of census tracts to be counted and the geographic characteristics of each specified Opt-In area (EXHIBIT A);
9. An Opt-In Summary Report produced by LAHSA, based on the successful enumeration of 100% of all census tracts in the Opt-In Partner's area (Exhibit A);
10. Coordinating the requests for ADA accommodations and associated expenses.

C. REGIONAL COORDINATOR RESPONSIBILITIES

In order to ensure a successful enumeration of homeless persons within each participating city/community Area, a designated Regional Coordinator is responsible for assisting with the following:

1. Maintaining general oversight and management support in conducting the street count, youth count, shelter count and demographic survey;
2. Outreaching and recruiting of Opt-In Partners;
3. Collaborating with SPA stakeholders to leverage resources and coordinate logistical support prior to and during the Homeless Count, including, but not limited to, identifying potential Deployment Sites, obtaining security personnel and other relevant Homeless Count duties;
4. Providing support with volunteer outreach, recruitment and tracking;
5. Providing support by obtaining SPA-level sponsorships;
6. Supplying materials necessary for a successful Homeless Count;
7. Providing ongoing guidance, tools, and assistance to Site Coordinators and other relevant volunteers.

D. RELEASE, INDEMNITY, AND WAIVER OF LIABILITY

Each of the parties to this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason that such entities are parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it, or any of its officers, agents or employees, by law, for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of said Section 895.2. In the event of third-party loss caused by

negligence, wrongful act or omission of either party, each party shall bear financial responsibility in proportion to its percentage of fault, as may be mutually agreed or judicially determined. The provisions of Section 2778 of the California Civil Code regarding interpretation of indemnity agreements are hereby incorporated. The provisions of this paragraph survive expiration or termination of this Agreement.

E. OPT-IN COMMITMENT

The Greater Los Angeles Homeless Count is conducted within the last 10 days of January each year. The execution of this agreement by an authorized official of your city or community organization signifies a commitment to participate in the Opt-In Program and to fulfill all of the responsibilities expected of Opt-In Partners as specified in this agreement.

SINGLE & MULTI-YEAR OPT-IN OPTIONS:

Single-year Opt-In Option

Partners may opt in as a Homeless Count Partner for a single year.

Three-year Opt-In Option

Partners may opt-in as a Homeless Count Partner for three years. This will allow Opt-In Partners to sign one agreement to become an Opt-In Partner for Homeless Counts 2018 through 2020. If any Opt-In responsibilities change after the date an agreement is finalized, LAHSA will send an addendum to the Opt-In Partner to review and sign.

HOMELESS COUNT DATES:

- 2018: **January 23, 24, 25**
- 2019 (tentative): **January 22, 23, 24**
- 2020 (tentative): **January 28, 29, 30**

TERMINATION OF OPT-IN AGREEMENT FORMS:

Should either LAHSA or the Opt-In Partner choose to opt-out for any reason, the party opting out agrees to submit a written notice. For Opt-In Partners, the written notice to opt-out must be sent to the LAHSA Planning Manager six months prior to the date of the Homeless Count that the Partner wishes to opt out of.

F. DATA

RELEASE OF DATA:

Homeless Count data gathered on the day of the Count shall not be duplicated or released (including but not limited to tally sheets, photocopies, photographs, scanned documents, emails, texts, and any other documentation) until LAHSA concludes its analysis of the data. LAHSA will submit its analysis to the U.S. Department of Housing and Urban Development and will publicly release the results in June.

Data related to the Homeless Count results must be taken from the final results published by LAHSA. Only these finalized results give the accurate picture of people experiencing homelessness in the region.

Any and all data releases **MUST** give recognition to LAHSA.

IN WITNESS WHEREOF, the Opt-In Partner and the Los Angeles Homeless Services Authority have caused this Agreement to be executed by their duly authorized representatives.

Responsibility	Name of Opt-In Partner	Name of Authorized Official, Title	Authorized Signature	Date	Opt-in for 2018	Opt-in for 3 years (2018-2020)
Opt-In for all four responsibilities						
1. Deployment Site						
2. Deployment Site Coordinator						
3. Volunteer Recruitment						
4. Food						

For: LOS ANGELES HOMELESS SERVICES AUTHORITY (LAHSA)

By: _____
 Peter Lynn, Executive Director

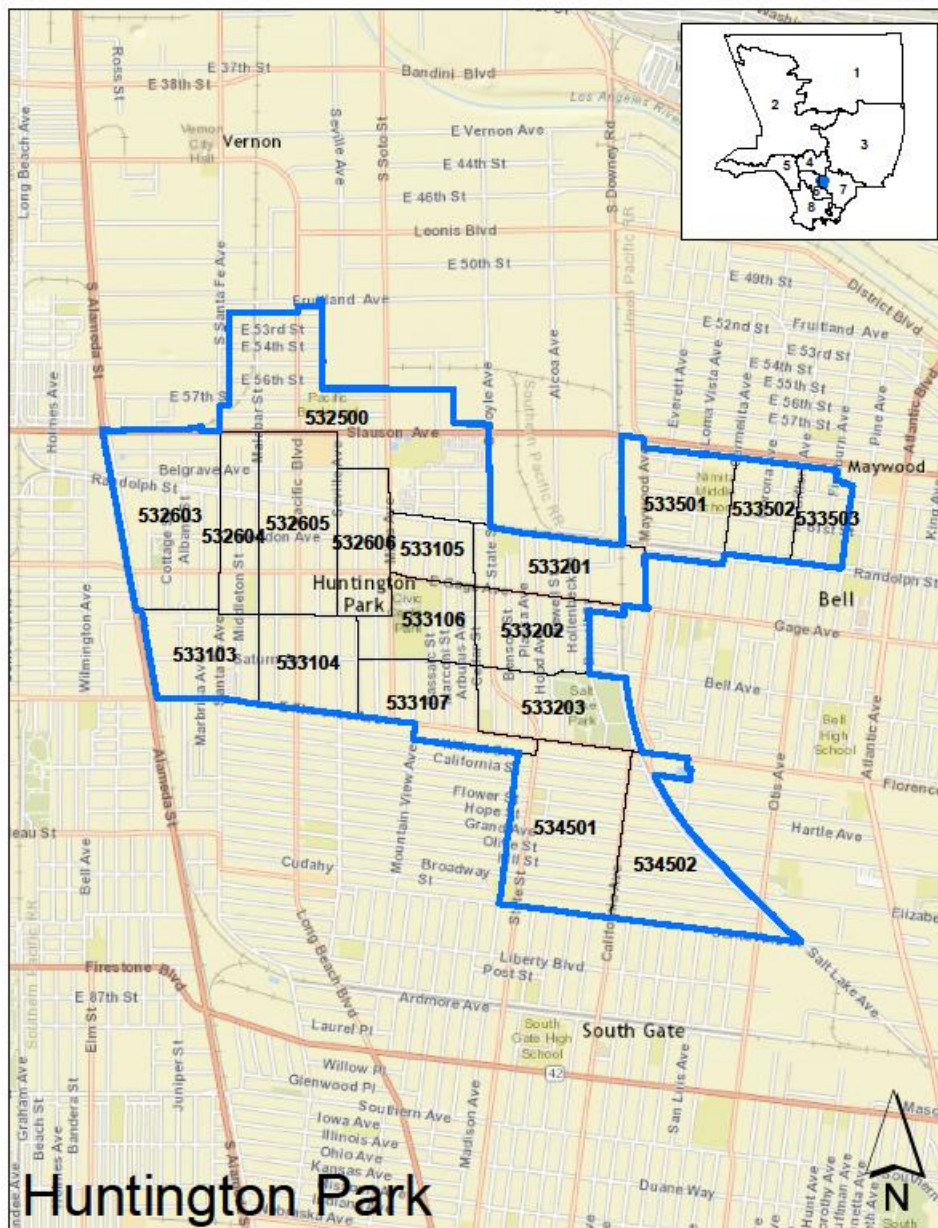
Day: _____

LIST OF EXHIBITS

- EXHIBIT A Approved Census Tracts and Maps of City/Community Area
- EXHIBIT B Deployment Site Worksheet
- EXHIBIT C Deployment Site Coordinator Contact Sheet
- EXHIBIT D Volunteer Recruitment and Food Contact Sheet
- EXHIBIT E Release, Indemnity and Waiver of Liability Agreement for Adult Volunteers
- EXHIBIT F Release, Indemnity and Waiver of Liability Agreement for Youth Volunteers
- EXHIBIT G ADA Facilities checklist

EXHIBIT A
APPROVED CENSUS TRACTS
&
MINIMUM REQUIREMENTS

The below table lists the census tracts that have been approved for enumeration as part of the Opt-In Program:





City / LA Neighborhood ▾	Community Name	City	SPA	Census Tract ▾	2018 Volunteers Required (Est.) ▾	Walking/Driving ▾	Road Miles ▾	Area Sq Mil ▾
Huntington Park	Huntington Park	7		532500	2	Driving	17.83	0.39
Huntington Park	Huntington Park	7		532603	2	Driving	14.44	0.25
Huntington Park	Huntington Park	7		532604	4	Driving	8.57	0.10
Huntington Park	Huntington Park	7		532605	2	Driving	12.41	0.20
Huntington Park	Huntington Park	7		532606	4	Driving	9.64	0.11
Huntington Park	Huntington Park	7		533103	4	Walking	7.99	0.13
Huntington Park	Huntington Park	7		533104	4	Driving	8.37	0.13
Huntington Park	Huntington Park	7		533105	4	Walking	5.45	0.07
Huntington Park	Huntington Park	7		533106	4	Driving	8.82	0.12
Huntington Park	Huntington Park	7		533107	4	Driving	9.09	0.13
Huntington Park	Huntington Park	7		533201	4	Walking	7.21	0.14
Huntington Park	Huntington Park	7		533202	4	Walking	7.76	0.13
Huntington Park	Huntington Park	7		533203	4	Driving	8.77	0.15
Huntington Park	Huntington Park	7		533501	4	Walking	6.47	0.16
Huntington Park	Huntington Park	7		533502	2	Driving	4.93	0.09
Huntington Park	Huntington Park	7		533503	2	Walking	3.57	0.07
Huntington Park	Huntington Park	7		534501	2	Driving	15.79	0.26
Huntington Park	Huntington Park	7		534502	2	Driving	16.12	0.22
2018 Total Tracts and Volunteers				18	58	Total	173.23	2.87

**All specific City/Area Census tract information can be obtained
from your Homeless Count Regional Coordinator at Opt-in@lahsa.org**



EXHIBIT B

DEPLOYMENT SITE WORKSHEET

Please complete this worksheet for each Homeless Count Deployment Site.

City/Community Area: _____

Count Day: _____

Deployment Site	Location	Site Name	
		Address	
		SPA	
	Capacities	Volunteer Capacity	
		Parking Address (if different from location)	
		Special Parking Instructions	
		# Tables	# Chairs
		# Tracts	Internet or Wifi Available? _____ Y _____ N
		Security from LAHSA needed? _____ Y _____ N	
Deployment Site Access Provider	Name		
	Email		
	Work #	Mobile #	



EXHIBIT C

DEPLOYMENT SITE COORDINATOR CONTACT SHEET

Designated Contacts	Deployment Site Coordinator	Name	
		Email	
		Work	Mobile
	Assistant Deployment Site Coordinator	Name	
		Email	
		Work	Mobile
	Other Deployment Site Volunteer Staff	Name	
		Email	
		Work	Mobile



EXHIBIT D

VOLUNTEER RECRUITMENT AND FOOD CONTACT SHEET

Volunteer Recruitment & Food Contacts	Volunteer Recruitment	Name	
		Email	
		Work	Mobile
	Food Provider	Name	
		Email	
		Work	Mobile



EXHIBIT E

RELEASE, INDEMNITY AND WAIVER OF LIABILITY AGREEMENT FOR ADULT VOLUNTEERS

I. TERMS OF PARTICIPATION IN 2018 GREATER LOS ANGELES HOMELESS COUNT

- I. I understand and agree that the Los Angeles Homeless Services Authority (LAHSA) will be conducting the 2018 Greater Los Angeles Homeless Count (2018 Homeless Count), and that I may volunteer to assist in this important community effort as set forth in this Agreement. As a 2018 Homeless Count volunteer, I also understand that my behavior and actions will be expected to be morally responsible and ethical.
- II. I understand and agree that my services are temporary, and therefore I will only be participating on the day(s) of January 23, 24, and/or 25 2018 from 8:00 p.m., (unless another time has been specified) until my Street Count shift is finished (approximately between 12:00 a.m. and 2:00 a.m., unless another time is specified). I further understand that I am eligible to participate on all three consecutive days.
- III. I understand that my involvement in the 2018 Homeless Count may be terminated at any time due to inappropriate behavior, reckless endangerment, or lack of sufficient work productivity, and that I may withdraw from the 2018 Homeless Count at any time without any cause or justification.
- IV. I understand and agree that I must complete a 30-minute training session either prior to or on the day of the Street Count as a requirement to participate in the 2018 Homeless Count.
- V. I understand and agree that I will not receive any monetary compensation for attending the 30-minute training session, nor will I receive monetary compensation for any day that I volunteer for the 2018 Homeless Count, unless I am a registered Homeless Stipend Volunteer.
- VI. I understand and agree that I am responsible for transportation to and from the training session and deployment sites on the specified days and times of such events.

II. ASSUMPTION OF RISK

I understand and agree that my participation in the 2018 homeless count as a volunteer holds inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. I understand that these risks vary from minor to severe, and I hereby agree to accept all risks of injury, of any nature whatsoever.

III. RELEASE, INDEMNITY, AND WAIVER OF LIABILITY

- A. I understand that my participation is voluntary, and as such, I hereby agree to waive, discharge, and release LAHSA and any of its employees, agents, officers, stakeholders and Opt-In Partners from and against all lawsuits and causes of action, or liability for any loss or claim for damages of any nature whatsoever, including injury to person or property.
- B. I further agree to indemnify and hold LAHSA and any of its employees, agents, officers, stakeholders and Opt-In Partners harmless from liability for any loss or claim for damages of any nature whatsoever, including injury to person or property, arising from or in any way related to my participation in the 2018 Homeless Count.

I have carefully read and fully understand the meaning and effect of the foregoing statements, and without reservations I would like to participate in the 2018 Greater Los Angeles Homeless Count.

Volunteer Name: _____

Print Name

Volunteer Signature: _____

Signature

Day of Signature: _____ / _____ / _____

Month

Day

Year

EXHIBIT F

RELEASE, INDEMNITY AND WAIVER OF LIABILITY AGREEMENT FOR YOUTH VOLUNTEERS

I. TERMS OF PARTICIPATION IN 2018 GREATER LOS ANGELES HOMELESS COUNT

- A. I understand and agree that the Los Angeles Homeless Services Authority (LAHSA) will be conducting the 2018 Greater Los Angeles Homeless Count (2018 Homeless Count), and that my son, daughter or other minor dependent age 14 and up, may volunteer to assist in this important community effort as set forth in this Agreement. As a 2018 Homeless Count volunteer, I also understand and agree that my son's, daughter's or other dependent's behavior and actions will be expected to be morally responsible and ethical.
- B. I understand and agree that my son's, daughter's or other minor dependent's volunteer service will be limited to assisting with various activities within a specified Deployment site, under the supervision of the Deployment Site Coordinator, and that he or she will not participate in Street Count activities outside of the Deployment site.
- C. I understand that my son's, daughter's or other minor dependent's services are temporary, and therefore he or she will only be participating on one or more the day(s) of January 23, 24, and/or 25, 2018 from 8:00 p.m. (unless another time has been specified) until such time that may be considered "curfew" by applicable city ordinance(s).
- D. I understand and agree that my son's, daughter's or other minor dependent's involvement in the 2018 Homeless Count may be terminated at any time due to inappropriate behavior, reckless endangerment, or lack of sufficient work productivity, and that my son, daughter or other minor dependent may withdraw from the 2018 Homeless Count at any time without any cause or justification.
- E. I understand and agree that my son, daughter or other minor dependent will not receive any monetary compensation for attending the 30-minute training session, nor will he or she receive monetary compensation for any day that he or she volunteers for the 2018 Homeless Count.
- F. I understand and agree that I am responsible for the transportation of my son, daughter or other minor dependent to and from the training session and deployment sites on the specified days and times of such events.

II. ASSUMPTION OF RISK

I understand and agree that my son's, daughter's or other minor dependent's participation in the 2018 homeless count as a volunteer in the deployment site holds certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. I understand that these risks vary from minor to severe, and I hereby agree to accept all risks of injury, of any nature whatsoever.

III. RELEASE, INDEMNITY, AND WAIVER OF LIABILITY

- A. I understand that my son's, daughter's or other minor dependent's participation is voluntary, and as such I hereby agree to waive, discharge, and release LAHSA and any of its employees, agents, officers, stakeholders and Opt-In Partners from and against all lawsuits and causes of action, or liability for any loss or claim for damages of any nature whatsoever, including injury to person or property.
- B. I further agree to indemnify and hold LAHSA and any of its employees, agents, officers, stakeholders and Opt-In Partners harmless from liability for any loss or claims for damages of any nature whatsoever, including injury to person or property, arising from or in any way related to my participation in the 2018 Homeless Count.

I, the undersigned, hereby represent that I am the parent/legal guardian of the below-named youth volunteer, a person under the age of 18 years, and that I have the legal authority to execute this Release. I have carefully read and fully understand the meaning and effect of the foregoing statements, and without reservations I give permission to my son, daughter or other minor dependent to participate in the 2018 Homeless Count.

Youth Volunteer Name: _____
Print Name

Parent/Guardian Name: _____
Print Name

Parent/Guardian Signature: _____
Signature

Day of Signature: _____ / _____ / _____



EXHIBIT G

ADA Facilities Checklist

All Deployment Site Opt-In Partners must complete this ADA Facilities Checklist. Deployment Sites are not required to be ADA compliant to participate in the Homeless Count. This checklist will assist LAHSA and communities in identifying Deployment Sites suitable for volunteers with disabilities. The site should consider barriers to those with a wide range of disabilities in the following areas:

- Availability of accessible parking, shuttles, and public transportation;
- Entrances and interior doorways – width, ramps, automatic door openers, etc.;
- Signage – location of accessible bathrooms, entrances, etc.;
- Corridors, doorways, and aisles – width for wheelchair access, etc.;
- Elevators – easy access and adequate braille signage;
- Meeting rooms – allow for extra room capacity & table space to accommodate wheelchairs & service animals, including banquet/reception/meal areas. Ensure there is space allocated for a clear line of sight to a sign language interpreter or to where a screen may be utilized for showing real-time captions;
- Accessible restrooms and; Relief area for service animals.



ADA Quick Check Survey			
A. Parking Spaces	YES	NO	N/A
1. Is the minimum number of accessible parking spaces provided, based on the total number of available parking spaces? (See Diagram A)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Is each accessible parking space clearly marked with the symbol of accessibility? (See Diagram B)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. Does each accessible parking space have an adjacent access aisle (blue striping)? (Diagram G)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. Are the accessible parking spaces along the shortest accessible route to the accessible entrance?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. Does each access aisle connect (i.e., no curb or other obstacle) to an accessible route from the parking area to the accessible entrance?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. Is there at least one van-accessible space provided? (Diagram C)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. Is there a sign indicating the vertical clearance dimensions for van access in garage or parking structure? (Diagram H)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>



Los Angeles
HOMELESS SERVICES AUTHORITY
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B. Sidewalks and Walkways	YES	NO	N/A
1. Is there a sidewalk connecting the parking area and any drop off/public transportation area to the walkway leading to the building?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Is an accessible route provided from public sidewalks to the accessible entrance?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. Where an accessible route crosses a curb, is a curb ramp provided?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. Are all sidewalks and walkways to the entrance free of any objects or obstructions, not interrupted by steps or by abrupt changes in level exceeding 1/2"? (i.e. damaged sidewalk, debris, etc.)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. Are the undersides of exterior stairs enclosed or protected with a cane- detectable barrier so that people who are blind or have low vision will not hit their heads on the underside? (See Diagram D)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. Are there any protruding objects that hang over the pedestrian routes low enough for a person to run into? (i.e. low hanging tree branch, 80" minimum height)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>



7. Are handrails provided on both sides of the ramp that are mounted between 34 and 38 inches above the ramp surface, if it is longer than 6 feet? (Diagram I)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
C. Sidewalks and Walkways	YES	NO	N/A
1. Can the door to the entrance be opened with one hand without tight grasping, pinching, or twisting of the wrist? (See Diagram E)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. If the door is not automatic or power-operated, is there clearance provided on the latch, pull side of the door, so that a person using a wheelchair could maneuver?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. If a main entrance is not accessible, is there directional signage indicating the location of	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>



the accessible
entrance? (Diagram L)

4. Is space available for
a wheelchair user to
approach, maneuver,
and open the door?
(Diagram J)

O

O

O



D. Accessible Routes To All Service/Activity Areas	YES	NO	N/A
1. Is there a route without steps from the accessible entrance to the following locations? a. Meeting Area b. Eating Area (i.e, outdoor events or banquets) c. Accessible Restrooms	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Is there an accessible route that connects the entrance to all programs, services or activities areas?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. If an elevator or lift provides the only accessible route, is there a source of backup power to operate the device for an extended period of time?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3a. Are the hall call buttons for the elevator no higher than 48 inches from the floor? (Diagram K)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4a. Is the accessible route free of steps and abrupt level changes?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4b. If the accessible route changes levels, does it do so using a ramp, lift or elevator?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. Is an elevator provided to each of the levels on which each program, service or activity is located?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>



5a. Does the floor area of the elevator car have enough space to enter and reach the controls for a person using a wheelchair?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5b. Are raised letters and Braille characters used to identify each control?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5c. Can the elevator or wheelchair lift be called and operated automatically without using a special key or having to turn on the elevator from a remote location?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5d. Is the elevator equipped with audible tones, bells or verbal annunciators to announce each floor?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. If the accessible route requires passing through a doorway, is it at least 36" wide, opened easily, and equipped with a lever handle)?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6a. If not easy to open, can it be propped open?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
E. Restrooms	YES	NO	N/A
1. Does the restroom entrance sign have a universal access symbol on the door?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
1a. Is there a raised and brailed sign located on latch side of the door?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>



2. Is the door 36" minimum width when door is at 90 degrees?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. If there is a raised threshold, is it no higher than ¾ inch at the door and beveled on both sides?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. Can the sinks and toilet flushing mechanisms, and other hardware be used with one hand without tight grasping, pinching, or twisting of the wrist?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4a. Is there enough space (19") under at least one of the bathroom sinks so that a person using a wheelchair can fit close enough to use it?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4b. Are all built-in dispensers, receptacles, or equipment mounted so the front does not extend more than 4 inches from the wall or below 27 inches above the floor?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4c. Is the toilet paper dispenser mounted below the side grab bar with the centerline of the toilet paper dispenser between 7 inches and 9 inches' in front of the toilet, and at least 15 inches high?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>



5. Are the drain and hot water pipes for the sinks insulated or configured to protect against contact? (Diagram M)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. If mirrors are provided, are the bottom edges of the mirror no higher than 40"?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. Is at least one restroom stall designated with appropriate signage as wheelchair accessible?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7a. Are there at least 42" long horizontal grab bars mounted on the side wall, 33-36" above and parallel to floor?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7b. Is a second horizontal grab bar mounted on the back wall above the floor?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7c. Is the accessible stall located at the end of the row of toilet stalls? If not, does the door open out?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
8. If a coat hook is provided, is it mounted at a 48" maximum height?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>



F. Drinking Fountain (If applicable)	YES	NO	N/A
1. If the drinking fountain is a wall-mounted unit, is there clear floor space in front and under the fountain so that a person using a wheelchair can get close to the spout and controls?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. If the drinking fountain is a floor-mounted unit, is there clear floor space for a side approach so that a person using a wheelchair can get close to the spout and controls even though the fountain has no space under it?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. Is the top of the spout no higher than 36 inches above the floor and at the front of the fountain?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. Does the water rise at least 4 inches high when force is applied to the controls of the fountain?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. Are the controls on or near the front of the unit and do they operate with one hand without tight grasping, pinching, or twisting of the wrist?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>



6. Is the bottom of the apron of the fountain above the floor so that it provides the space needed for a wheelchair to pull up under it, but does not protrude more than 4" from the wall, so it is not a hazard to people who are blind or have low vision and use a cane to detect hazards?			
---	--	--	--

Diagram A

Number of Accessible Parking Spaces			
Total Parking Lot (Lot or Garage)	Total Minimum Number of Accessible Spaces (includes accessible & van)	Accessible Spaces	Van Parking Spaces
1 to 25	1	0	1
26 to 50	2	1	1
51 to 75	3	2	1
76 to 100	4	3	1
101 to 150	5	4	1
151 to 200	6	5	1
201 to 300	7	6	1
301 to 400	8	7	1
401 to 500	9	7	2
501 to 999	2 percent of total spaces		1 of 6
Over 1,000	20 spaces plus 1 space for every 100 spaces, or fraction thereof, over 1,000		1 of 6

Diagram B



Diagram C



Diagram D



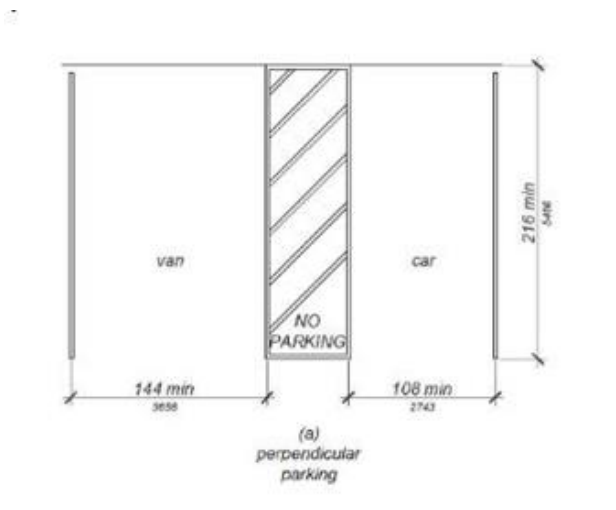
Diagram E



Diagram F



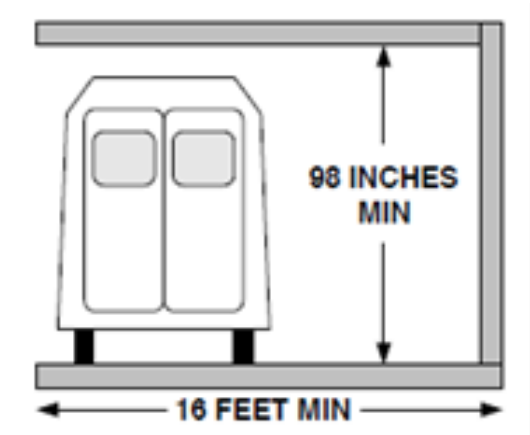
Diagram G – Van Accessible Stall



Van parking stall can be 9' + 8' or 12' + 5' (CBC 11B-502.2)

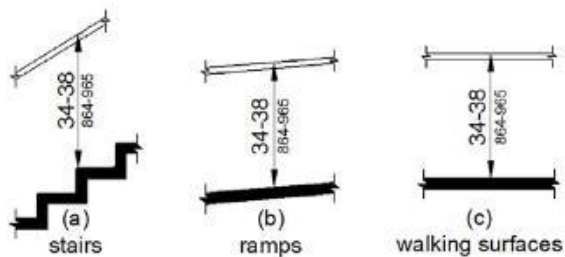
Exception: Van parking spaces shall be permitted to be 108 inches (2743 mm) wide minimum where the access aisle is 96 inches (2438mm) wide minimum.

Diagram H
Vertical Clearance



Vehicle pull-up spaces, access aisles serving them, and a vehicular route from an entrance to the passenger loading zone and from the passenger loading zone to a vehicular exit shall provide a vertical clearance of 114 inches (2896 mm) minimum. (CBC 11B - 503.5)

Diagram I – Handrails



**FIGURE 11B-505.4
 HANDRAIL HEIGHT**



Top of gripping surfaces of handrails shall be 34 inches (864 mm) minimum and 38 inches (965 mm) maximum vertically above walking surfaces, stair nosings, and ramp surfaces. Handrails shall be at a consistent height above walking surfaces, stair nosings, and ramp surfaces. (CBC 11B- 505.4)

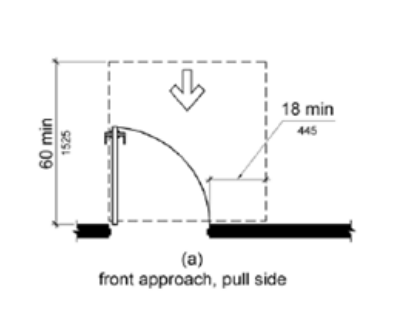


Diagram J – Door Entry Approach
Appropriate space perpendicular and parallel to a doorway permits a wheelchair user, people using walkers and other mobility devices to open the door safely and independently. Following are two common examples of required minimum maneuvering clearances:

1. Approaching the door and pulling it toward you to open requires 60 inches of clear space perpendicular to the doorway and 18 inches' parallel to the doorway.

2. Approaching the door and pushing it away from you to open requires 48 inches of clear space perpendicular to the doorway.

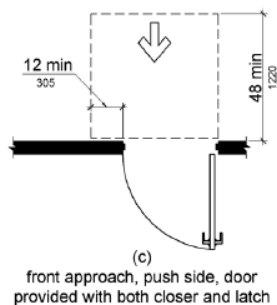


Diagram K – Elevator Call Button

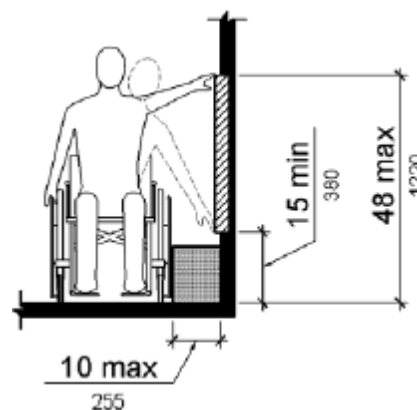
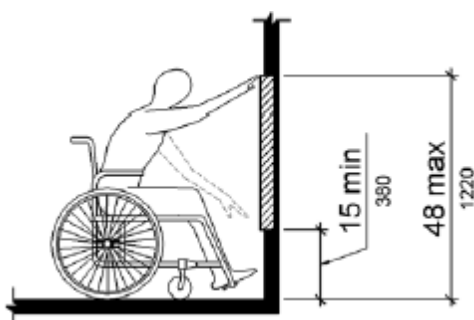


Diagram L – Accessible Entrance Signage



Diagram M – Pipe Insulation



Links to detailed checklists are provided in the resource section.

U.S. Department of Justice Civil Rights Division Disability Rights Section
Evaluating the Accessibility of a Meeting Site
<http://www.ada.gov/business/accessiblemtg.htm#evalaccess>

City of Los Angeles Department on Disability
Guide to Accessible Event Planning
http://ens.lacity.org/dod/indexpage/dodindexpage169433612_11152005.pdf

Planning Accessible Meetings
AXIS Center for Public Awareness of People with Disabilities
<http://www.merrillassociates.com/topic/2000/11/planning-accessible-meetings/>

Checklist for Planning Accessible Meetings and Events
U.S. Department of Transportation, Disability Resource Center
<http://www.connectoncampus.ca/resources/access.pdf>

A Guide to Making Documents Accessible to People Who Are Blind or Visually Impaired
by Jennifer Sutton
<http://www.acb.org/accessible-formats.html#ag14>

Section 504 Programs and Activities Accessibility Handbook
Federal Communications Commission (FCC)
http://www.fcc.gov/cgb/dro/504/504_handbook.pdf

CA Building Code – 2013, Chapter 11B
Accessibility to Public Buildings, Public Accommodations, Commercial Buildings and Public Housing
http://www.ecodes.biz/ecodes_support/free_resources/2013California/13Building/PDFs/Chapter%2011B%20-%20Accessibility%20to%20Public%20Buildings.pdf



CITY OF HUNTINGTON PARK

City Manager's Office
City Council Agenda Report

November 21, 2017

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF APPOINTMENT OF INTERIM CITY MANAGER AND APPROVAL OF AN AMENDED EMPLOYMENT AGREEMENT FOR INTERIM CITY MANAGER

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve appointment of Ricardo Reyes for Interim City Manager;
2. Approve amended employment agreement; and
3. Authorize Mayor to execute the agreement.

BACKGROUND

Mr. Ricardo Reyes was hired by the City to serve as Assistant City Manager on August 28, 2017. Mr. Reyes was serving as the Acting City Manager during periods of time that the former City Manager was off from work and currently continues to serve as Acting City Manager. Former City Manager Edgar Cisneros has resigned from the position of City Manager. The City is needing to appoint an individual to serve as interim City Manager with full authority granted pursuant to the Huntington Park Municipal Code.

FISCAL IMPACT/FINANCING

Mr. Reyes will be paid a monthly salary of \$14,583.33, commencing November 21, 2017. As Acting City Manager, Mr. Reyes was earning a monthly salary of \$13,333.33.

**CONSIDERATION AND APPROVAL OF APPOINTMENT OF INTERIM CITY
MANAGER AND APPROVAL OF AN AMENDED EMPLOYMENT AGREEMENT FOR
INTERIM CITY MANAGER**

November 21, 2017

Page 2 of 2

CONCLUSION

If approved, the Mayor will be authorized to sign the amendment to the Employment Agreement and Mr. Reyes will assume all duties and responsibilities of the position of City Manager but is serving in the capacity as Interim City Manager. If in the future, Mr. Reyes is not appointed as permanent City Manager, he will retain his position as Assistant City Manager.

Respectfully submitted,



Arnold M. Alvarez-Glasman
City Attorney

ATTACHMENT(S)

- A. Employment agreement with Ricardo Reyes as Assistant City Manager
- B. Draft First Amendment to Employment Agreement

ATTACHMENT “A”

**AGREEMENT FOR EMPLOYMENT FOR ASSISTANT CITY MANAGER
CITY OF HUNTINGTON PARK**

This agreement ("Agreement") is made and entered into, by and between the City of Huntington Park, a Municipal Corporation of the State of California ("City") and **Ricardo Reyes** ("Employee") both of whom understand as follows:

Recitals

WHEREAS, the City Manager desires to appoint Employee as the Assistant City Manager pursuant to Huntington Park Municipal Code section 2-3.405 and consistent with his duty to report such hiring to the City Council, the City desires to enter into a contract to employ Employee as Assistant City Manager of the City of Huntington Park; and

WHEREAS, Employee desires to serve as Assistant City Manager of the City of Huntington Park; and

WHEREAS the City has determined that the public interest, convenience and necessity require the approval of and execution of this Agreement; and

WHEREAS it is the desire of the parties hereto to provide the terms and conditions by which the City shall receive and retain the services of Employee and to provide for him to remain in such employment; to encourage the highest standards of fidelity and public service on the part of Employee; to ensure that Employee shall do his utmost to promote the City's interests, and shall devote such time and efforts as necessary to properly perform his full-time duties; and to provide for terminating his services at such time as he may be unable to fully discharge his duties or when the City may otherwise desire to terminate his employment.

NOW, THEREFORE, in consideration of the mutual covenants, herein contained, the parties agree as follows:

- 1. SERVICES TO BE PROVIDED.** The services to be provided by Employee to City are as follows: performs highly responsible managerial, analytical, administrative, and coordinative work for the City Manager in a variety of City program areas; assist the City Manager in coordinating and directing city-wide departmental activities; performs the duties of the City Manager during his absence and performs related work as required. Provide executive oversight, management control, direction and leadership to the City of Huntington Park as its Assistant City Manager, subject to such direction and guidance as may properly be provided by the City Manager and/or the City Council. Employee shall work at least forty (40) hours or more per week for the City, or account for forty (40) hours per week through the approved use of accumulated leave time, and will devote his sole attention to the job performance of these duties and shall not otherwise undertake other employment, with the exception of occasional work in lecturing or consulting with the prior approval of the City Manager. The Employee, in addition to above duties, shall perform such other responsibilities as set forth in the job description of the Assistant City Administrator previously approved by the City Council.
- 2. TERM.**
 - a. Subject to an earlier termination as set forth in Section 4 below, the term of this

agreement shall commence August 28, 2017 and end on July 31, 2020. In the event that the City determines that the Employee is not to be reemployed upon expiration of this Agreement, he shall be given written notice thereof by the City at least thirty (30) days in advance of the expiration of the term of this Agreement. Should the City fail to re-employ the Employee and the written notice provided for in this Section 2 has not been given at least thirty (30) days prior to the end of the initial term of this Agreement, it shall be extended on the same terms for an additional period of six (6) months.

- b. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of City to terminate the services of Employee at any time subject only to the provisions set forth in section 4 below. Employee will be an "at will" City employee, exempt from the City's Civil Service regulations, as set forth in Title 2, Chapter 3 of the City's Municipal Code. It is expressly understood that Employee, in his capacity as Assistant City Manager, is a contracted employee serving "at will" and at the pleasure of the City Manager, subject to termination pursuant to the terms of this Agreement, and with no right to any hearing or appeal, including any so-called *Skelly* conference, other than the rights expressly provided in this Agreement. To the extent any City rule, regulation, or policy purports to provide rights to the Employee beyond what is articulated within this Agreement, Employee expressly waives said rights.
 - c. This Agreement shall automatically terminate upon Employee's death, retirement, or permanent incapacity.
 - d. An annual performance evaluation shall be conducted of the Employee by the City Manager.
3. **COMPENSATION.** Effective for the duration the time periods covered by this agreement, City agrees to compensate Employee at an annual salary of \$160,000.00 (\$13,333.33 per month). Employee will not be entitled to any additional compensation including overtime compensation. However, Employee shall receive all benefits afforded to Department Heads in current City service; including without limitation any post employment benefits. Furthermore, Employee shall receive annual increases in benefits and salary to the same rate/amount as received by other Department Heads. (Or as stated in the Non-Represented Employees Compensation and Benefit Plan).
- a. The City shall provide a cellular telephone for official use only during Employee's tenure under this Agreement.
 - b. The City shall provide the Employee with his choice of medical, dental, vision, long term disability and life insurance plans as provided to all other City employees. The City is to provide the Employee with the Public Employees Retirement System (CalPERS) benefit to the corresponding formula designated by CalPERS.
 - c. The Employee shall be entitled to receive forty (40) hours per year of administrative leave. If this Agreement is extended to an additional year(s), any remaining administrative leave shall not carry forward to the following year(s).
 - d. The Employee shall be entitled to eight (8) hours of sick leave for every month of

employment. In the last pay period of each fiscal year, one-half (50%) of the employee's unused accrued sick leave from that fiscal year (48 hours maximum), shall be cashed out by the City at the employee's regular rate of pay in effect on June 30th.

4. TAXES.

Employee shall be responsible for his federal, state, local or other taxes resulting from any compensation or benefits provided to him by the City under this Agreement. The City may withhold all federal, state, local or other taxes as may be required pursuant to law or governmental regulation or ruling from any compensation or benefits provided under this Agreement. The City shall not be liable (except in cases of City's errors or omissions) for any state or federal tax consequences to Employee, to any designated beneficiary hereunder, and/or to the heirs, administrators, executors, successors, and assigns of Employee. Employee shall assume sole liability for any state or federal tax consequences of this Agreement or any related agreement and agrees to indemnify and hold the City harmless from such tax consequences.

5. DISCHARGE OF EMPLOYEE.

- a. In the event the Employee desires to voluntarily terminate this Agreement, Employee will provide the City with thirty (30) days written notice of said resignation. Employee will not be entitled to any severance under this provision. It is understood and agreed that any notice of resignation should be given as soon as practicable and in the best interest of the City.
- b. City may, without assignment of reason or cause, discharge Employee, pursuant to state law, on thirty (30) days written notice effective when received by Employee. Employee shall continue to receive his full compensation as set forth above until the effective date of his discharge.
 - i. Upon the Employee's termination from office for other than cause, the Employee shall receive a severance pay for the amount of which will be determined by multiplying employee's monthly salary times a number of months of not less than three (3) months. Said multiplier will consist of the number of months from the date of termination until the end of term, except that if such termination occurs more than three (3) months prior to the end of the term, the multiplier will be three (3) except as set forth herein, City will have no further obligation to employee.
 - ii. The City may terminate the Employee from his position for just cause. The definition of "just cause" shall be the willful breach of duty or habitual neglect of duty by Employee; Employee's conviction of a crime involving moral turpitude; conduct unbecoming the position of Assistant City Manager or likely to bring discredit or embarrassment to city or under any of the applicable terms and provisions of the Huntington Park Personnel Rules, the City's Municipal Code, the City's Resolutions or any other applicable state or federal law as they exist on the date of agreement or any modification of which they expressly refer to.

The written notice shall specifically set forth the cause for termination.

- iii. If the Employee's employment is terminated for just cause, then the City and Council shall pay the Employee the compensation payable to the Employee for the month in which such termination occurs prorated to the date of termination.
 - iv. The provisions of California Government Code sections 53243 through 53243.4, as those sections now or hereafter exist are hereby incorporated by reference into this Agreement. Thus, if Employee is convicted of a crime involving an abuse of his office or position, whether before or after release from employment, Employee shall fully reimburse the City for any severance pay, paid leave, salary disbursed pending an investigation related to the crime, or legal criminal defense funds relevant to the crime.
- 6. ENTIRE AGREEMENT.** This agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this agreement will be binding on the parties. This agreement represents the mutual accord of the parties, and no provision thereof shall be construed against a party solely by virtue of the language having been drafted by that party.
- 7. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.
- 8. MODIFICATION BY SUBSEQUENT AGREEMENT.** This agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement to the extent that the parties carry it out.
- 9. INDEMNIFICATION.** The City shall defend, hold harmless and indemnify the Employee against any tort, professional liability claim or demand or other legal action, arising out of alleged acts occurring in the performance of the Employee's duties so long as the acts occurred within the course and scope of employment as articulated in the Agreement, the Huntington Park Municipal Code, the City Personnel Rules and Regulations. The City will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon subject to limitations herein. Nothing in this section shall be deemed to require the City to indemnify Employee from any award of damages for intentional negligence or punitive damages.
- 10. OTHER TERMS AND CONDITIONS.**
- a. Employee acknowledges that Employment under this agreement is not governed by any Memorandum of Understanding ("MOU") between the City and any organized employees of the City. Employee further acknowledges that Employee is not entitled to any protections or provisions of any represented or non-represented groups or their agreements with the City.
 - b. The City agrees to budget and to pay for the professional dues and subscriptions

as is reasonable and necessary for the Employee's participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional growth and advancement, and for the benefit of the City.

11. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California and any action in connection with or arising out of this Agreement or any dispute between the parties shall be commenced and maintained in the Superior Court of the State of California for the County of Los Angeles or the United States District Court for the Central District of California..

12. NOTICE. Whenever it shall be necessary for either party to serve notice on the other regarding this Agreement, such notice may be furnished in writing by either party to the other and shall be served by personal service as required in judicial proceedings or any certified mail, postage prepaid, return receipt required, addressed to the parties as follows:

City:

Edgar P. Cisneros
City Manager
City of Huntington Park
6550 Miles Ave.
Huntington Park, CA 90255

Employee:

Ricardo Reyes
Address on file with Personnel Department

13. WAIVER. Waiver by any party hereto of any term, condition, or covenant of this Agreement shall not constitute the waiver of any other term, condition, or covenant hereof.

14. AMENDMENT. This Agreement may be amended from time to time, as mutually agreed by the parties in writing. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Employee and approved by the Board.

15. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee, but nothing herein shall be construed as an authorization or right of any party to assign his/its rights or obligations hereunder. Any assignment of the rights or obligations of Employee hereunder without the express written approval of City shall be void.

16. PARTIAL INVALIDITY. If any provision or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof, shall not be affected, and shall remain in full force and effect.

17. LEGAL CONSULTATION. Employee acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

18. OTHER TERMS AND CONDITIONS OF EMPLOYMENT. The City reserves the right, but does not undertake the obligation, to fix other terms and conditions of employment consistent with the purpose of this Agreement and California law.

19. EFFECTIVE DATE. The Parties agree that this Agreement, if signed by all Parties, will take effect on the last date on which it or a counterpart hereto is signed by any Party.

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND AND AGREE TO ITS TERMS.

28th **IN WITNESS WHEREOF,** the parties hereto have executed this Agreement on the day of August, 2017.

City:

By: 

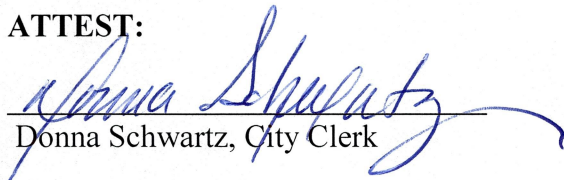
Marilyn Sanabria, Mayor

Employee:

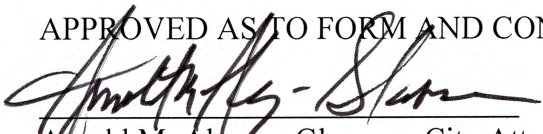
By: 

RICARDO REYES

ATTEST:


Donna Schwartz, City Clerk

APPROVED AS TO FORM AND CONTENT:


Arnold M. Alvarez-Glasman, City Attorney

ATTACHMENT “B”

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN
RICARDO REYES AND THE CITY OF HUNTINGTON PARK**

This FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN RICARDO REYES AND THE CITY OF HUNTINGTON PARK ("First Amendment") is entered into on the 21st day of November, 2017, by and between the CITY OF HUNTINGTON PARK, a Municipal Corporation, hereinafter referred to as "City" and RICARDO REYES, hereinafter referred to as "Employee," amending certain terms of employment as provided in the AGREEMENT FOR ASSISTANT CITY MANAGER - CITY OF HUNTINGTON PARK ("Agreement") effective August 28, 2017 This First Amendment becomes effective November 21, 2017.

I. RECITALS

- A. Effective August 28, 2017, City and Employee entered into an Employment Agreement whereby Employee was appointed to the position of Assistant City Manager.
- B. The City wishes to appoint Employee as Interim City Manager with all powers, duties and responsibilities of the position of City Manager, and subject to the terms of the Agreement not herein changed or amended.
- C. All terms and conditions of employment contained in the Agreement not specifically amended by this First Amendment shall remain in full force and effect.

NOW, THEREFORE, City and Employee agree as follows:

II. AMENDMENTS TO AGREEMENT

The following Sections to the Agreement are amended to read as follows:

- (a) Section 1 of the Agreement is amended as follows:

- I. Services to be Provided

Employee shall be appointed as Interim City Manager with all duties, powers and responsibilities as set forth in Title 2, Article 4 "City Manager" of the Huntington Park Municipal Code. These duties, powers and responsibilities shall be in addition to the "Services to be Provided" as set forth in the Agreement.

(b) Section 2 of the Agreement is amended to add subsection e as follows:

e. In the event that Employee is not appointed as permanent City Manager he shall remain employed pursuant to this Agreement.

(c) Section 3 of the Agreement is amended as follows:

3. Compensation

City agrees to compensate Employee at a monthly salary of \$14,583.33. All other terms of section 3 of the Agreement shall remain unchanged.

III. ALL OTHER TERMS AS SET FORTH IN THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

This First Amendment integrates all terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous understandings between the parties. Except as specifically set forth herein, all other terms of the Employment Agreement shall remain in full force and effect. In the event of a conflict between the terms of this First Amendment and the Employment Agreement, the terms of this First Amendments shall control.

IN WITNESS WHEREOF, the City of Huntington Park (CITY) has caused this First Amendment to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, and Ricardo Reyes (EMPLOYEE) has signed and executed this FIRST AMENDMENT TO AGREEMENT FOR EMPLOYMENT FOR ASSISTANT CITY MANAGER - THE CITY OF HUNTINGTON PARK, in triplicate, the day and year first written above.

RICARDO REYES:

CITY OF HUNTINGTON PARK:

Ricardo Reyes

Marilyn Sanabria, Mayor

ATTEST:

APPROVED AS TO FORM:

Donna Schwartz, City Clerk

Arnold M. Alvarez-Glasman, City Attorney



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

November 21, 2017

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF AN AMENDMENT TO A PARKING EASEMENT AGREEMENT WITH HUNTINGTON PARK 607, L.P.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve amendment to Parking Easement Agreement to permit Huntington Park 607, L.P. access to 60 parking spaces in the City Public Parking Structure located at 6330 Rugby Avenue; and
2. Authorize Acting City Manager to execute the amendment and related documents.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On April 30, 2013 the City and Huntington Park 607, L.P. (successor of City Housing-Rugby Associates, L.P.) entered into an Agreement Regarding Parking Easement to grant a perpetual and exclusive easement to the City for access to the parking structure for public parking, at 6330 Rugby Avenue also known as the Huntington Plaza Senior Apartments.

Huntington Park 607, L.P. (Owner) property located at 6330 Rugby Avenue consist of 184-unit age-restricted low-income rental facility, a two-level parking structure (first level 130 spaces are owned by the City), as well as 11,900 square feet of commercial/office space (located on the second level of the parking structure) that was previously sublet to AltaMed for its Adult Day Care facility. The commercial space has been vacant for several months and the Owner is in negotiations with Los Angeles County Department of Mental Health and DaVita to lease the 11,900 square feet space for office use. In order to secure one of these tenants, they need to have access to 60 parking spaces for staff and clients. The owner will pay for the use of these parking spaces at current monthly rate of \$25 per space, an annual fee of \$18,000. Current zoning will not trigger additional parking requirements for office use in this zone, then what is required for

CONSIDERATION AND APPROVAL OF AN AMENDMENT TO A PARKING EASEMENT AGREEMENT WITH HUNTINGTON PARK 607, L.P.

November 21, 2017

Page 2 of 2

retail uses. The additional 60 parking spaces being requested is to ensure that the proposed tenant has access to parking for their staff.

The Amendment would be for a term of not less than 10 years and the City will have the right to approve the tenant occupying the office space. The parking fees paid to the City or designee will adjust based on current market rates.

Under the proposed transaction the amendment would serve as security for the Owner that 60 parking spaces for a tenant that would potentially bring new employees to the City that may shop and eat in our local businesses in the City. The remaining 70 parking spaces will be available to the public Monday through Friday. The entire parking lot (130 spaces) will be available to the public on the weekends.

FISCAL IMPACT/FINANCING

Currently, the City has a Parking Facility Lease Agreement with Parking Company of America that manages and operates the City owned parking structures including 6330 Rugby Avenue. Under this agreement the City receives an annual rent of 15% of net profits or \$6,000, whichever is greater. The agreement with Parking Company of America is due to expire on September 30, 2019. The annual payments for the 60 parking space would be paid to Parking Company of America. This agreement would not have a negative fiscal impact to the current agreement with Parking Company of America or the City.

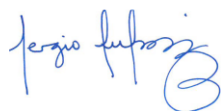
CONCLUSION

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,



RICHARDO REYES
Acting City Manager



SERGIO INFANZON
Director of Community Development

ATTACHMENT(S)

A. Draft Amendment to Agreement for Parking Easement.

ATTACHMENT “A”

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Huntington Park 607, L.P.
c/o Riverside Charitable Corporation
14131 Yorba Street
Tustin, California 92780

(Space Above for Recorder's Use Only)

AMENDMENT TO AGREEMENT REGARDING PARKING EASEMENT

This Amendment to Agreement Regarding Parking Easement (this "Amendment") dated as of October 31, 2017 is entered into by and between Huntington Park 607, L.P., a California limited partnership, as grantor (the "Owner"), and the City of Huntington Park, a municipal corporation (the "City"), with respect to the following recitals of facts:

RECITALS

A. Owner is the successor in interest to City Housing-Rugby Associates, L.P., a California limited partnership ("Rugby"). Rugby and the City previously entered into that certain Agreement Regarding Parking Easement dated April 30, 2013 (the "Easement Agreement"), which Easement Agreement was recorded in the Official Records of the Los Angeles County Recorder's Office, Los Angeles County, California on May 8, 2013 as Instrument No. 20130691999, pursuant to which Rugby granted a perpetual and exclusive easement to the City for parking over the property as legally described herein and attached hereto as Exhibit A.

B. Owner and City hereby agree to amend that certain Easement Agreement to permit Owner to have the exclusive right to use sixty (60) contiguous parking spaces for a period of not less than ten (10) years, plus any lease extension or renewal by the commercial tenants of Owner pursuant to the terms and conditions of this Amendment (the "Parking Area").

NOW, THEREFORE, for and in consideration of valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Amendment of Easement. Owner and City do hereby amend the easement granted under the Easement Agreement for the exclusive use by the Owner of the Parking Area of sixty (60) parking spaces (which parking spaces shall be contiguous) for a period not less than ten (10) years plus any additional term of lease extension or renewal by the commercial tenants of Owner commencing upon the date hereof. Owner's exclusive use of the sixty (60) contiguous parking spaces shall be effective at all times. For after-hours access to Parking Area, keys to the Parking Area gate shall be provided to Owner. Owner shall make regular payments to the City, its designee or any contractor hired by the City to manage the off-street parking structure at 6330 Rugby Avenue at the rate of \$1,500 per month (\$18,000 per year) ("Parking Fee"). The City and Owner agree to meet and confer every twelve months to assess the market rate of the Parking Fee. In the event the City demonstrates the Parking Fee is below the market rate, the City and Owner

agree to adjust the Parking Fee to be consistent with the market rate. Any and all future parking lease agreements for the management of the off street parking structure shall provide for equivalent scope of services and requirements as identified in the City's October 6, 2014 correspondence referencing: "Approve Agreement With Parking Company Of America To Manage Off Street Parking Lots And Overnight Parking Permit Program For The City Of Huntington Park"; Attachment B: "Parking Facility Lease" (Parking lease agreement to manage the parking structure at 6330 Rugby Avenue) (aka "City Approved Parking Agreement"). Owner shall make a payment to City, its designee or any contractor hired by the City on the first (1st) calendar day of each month in which payment is due, or such other date as agreed upon by the Owner and the City, its designee or any contractor hired by the City. Notwithstanding the foregoing, Owner may withhold payment of any amount then if the services and requirements set forth in the City Approved Parking Agreement are not rendered in a commercially reasonable manner.

2. City Written Consent Regarding Commercial Tenant(s). City must provide Owner with prior written consent for commercial tenant(s) for the commercial office space located on the second level of the parking structure located at 6330 Rugby Avenue ("Subject Property"). City consent shall be timely and not unreasonably withheld. The City shall provide their written consent within thirty (30) calendar days from written notice of a proposed commercial tenant for the office space. Upon thirty (30) days written notice by the City, the Easement Agreement and this Amendment shall be null and void in the event a tenant occupies the Subject Property without the City's prior written consent.

3. Ratification. Owner and City hereby ratify and confirm all of the terms and conditions of the Easement Agreement as amended hereby. All references in the Easement Agreement and in this Amendment to "Agreement" shall be deemed references to the Agreement as amended by this Amendment.

4. No Conflicts. In the event of any conflict or inconsistency between any provision of this Amendment and any provision of the Easement Agreement, this Amendment shall govern and control.

5. Notices. Any notice and other communication hereunder shall be in writing and shall be deemed to have been duly given upon receipt if (i) hand delivered personally, (ii) mailed by certified mail, postage prepaid, return receipt requested, (iii) sent by Federal Express or other express carrier, fee prepaid, (iv) sent via facsimile with receipt confirmed, or (v) sent via electronic email with receipt confirmed, provided that such notice or communication is addressed to the parties at their respective addresses below:

City:

City of Huntington Park, a municipal corporation
Attn: City Manager
6550 Miles Avenue
Huntington Park, California 90255

Owner:

Huntington Park 607, L.P.

c/o Riverside Charitable Corporation
Attn: Executive Director
14131 Yorba Street
Tustin, California 92780

USA Huntington Park 607, Inc.
c/o USA Properties Fund, Inc.
Attn: Geoffrey C. Brown
3200 Douglas Blvd., Suite 200
Roseville, California 95661

Any party may change the person and address to which notices or other communications to it hereunder are to be sent by giving written notice of any such change to the other party in the manner provided in this Section.

5. Headings. Headings in this Amendment are for convenience only and shall not be used to interpret or construe its provisions.

6. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

7. Incorporation of Agreement. Except as expressly amended herein, the remainder of the Easement Agreement shall remain in full force and effect, and is deemed incorporated into this First Amendment in its entirety by this reference. The First Amendment and the Easement Agreement contain the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. If any portion of this First Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of this 31st day of October, 2017.

CITY:

CITY OF HUNTINGTON PARK,
a municipal corporation

By: _____
Name: _____
Its: _____

OWNER:

HUNTINGTON PARK 607, L.P.,
a California limited partnership

By: Riverside Charitable Corporation, a California nonprofit public benefit corporation
Its: Managing General Partner

By: _____
Name: Kenneth S. Robertson
Its: President

By: USA Huntington Park 607, Inc., a California corporation
Its: Administrative General Partner

By: _____
Name: Geoffrey C. Brown
Its: President and Chief Executive Officer

By: Oldtimers Housing Development Corporation IV, a California nonprofit public benefit corporation
Its: Supervising General Partner

By: _____
Name: Martin Nava
Its: Chief Operating Officer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____
County of _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____
County of _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____
County of _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____
County of _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)



CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report

November 21, 2017

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICE AGREEMENT (PSA) FOR GOVERNMENT CONSULTING AND ADVOCACY SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve a Professional Service Agreement with Prime Strategies, LLC for an amount not to exceed \$120,000 for Government Consulting and Advocacy Services; and
2. Authorize Acting City Manager to execute the agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City is in need of a consultant with specialized expertise in Finance and State and County advocacy services. In early October, the City issued a Request for Qualifications (RFQ) for these services. Four firms responded by the submittal deadline of November 6, 2017. Staff reviewed all submittals and selected Prime Strategies LLC. as the most qualified for the City of Huntington Park.

Prime Strategies LLC. will consult with the City on a number of issues but more particularly on financial issues related to the Successor Agency and City debt. Consultant will develop and coordinate alternatives and initiatives for discussions with State and County officials on key financial issues. The consultant will also provide guidance and political advice on pending options on legislation that affects the City.

CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICE AGREEMENT (PSA) FOR GOVERNMENT CONSULTING AND ADVOCACY SERVICES

November 21, 2017

Page 2 of 2

Prime Strategies LLC. will also set up meetings with key individuals within State and County Agencies to promote the City's agenda including all financial public financing options.


FISCAL IMPACT

The contract will be funded from the Adopted Budget Fiscal 2017-18, Contractual Services Account Number 111-9010-419-56-41.

CONCLUSION

Upon City Council's approval staff will proceed with recommended actions.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Ricardo Reyes', with a stylized flourish at the end.

RICARDO REYES
Acting City Manager

A handwritten signature in blue ink, appearing to read 'John A. Ornelas', with a stylized flourish at the end.

JOHN A. ORNELAS
Interim Finance Director

ATTACHMENT(S)

- A. Request for Qualifications
- B. RFQs submitted
- C. Draft Professional Services Agreement

ATTACHMENT “A”



October 2017

REQUEST FOR QUALIFICATIONS

FOR

GOVERNMENT CONSULTING AND

ADVOCACY SERVICES

REQUEST FOR QUALIFICATIONS FOR GOVERNMENT CONSULTING AND ADVOCACY SERVICES

The City of Huntington Park (hereinafter referred to as the “City”) is requesting qualifications to enter into a contract for Government and Advocacy Consulting Services.

Qualifications must be submitted to the City of Huntington Park City Clerk’s Office no later than Monday, November 6, 2017 at 2:00 p.m. Submissions shall be reviewed and rated on the basis of qualifications, specific experience, references, familiarity with the services, and compensation. The City will determine which submissions best meet the City’s requirements.

LATE QUALIFICATIONS WILL NOT BE ACCEPTED

The City reserves the right to reject any or all submissions and to select the submission that best meets the City’s needs.

QUALIFICATIONS

This Request for Qualifications (RFQ) is for Government and Advocacy Consulting Services to seek redressing issues directly affecting the City as a result of the dissolution of its Redevelopment Agency, and as set forth in Attachment I, Scope of Services.

Experience providing Advocacy Services to a public agency is required. Additionally, Consultant must have thorough knowledge of state and county legislative mandates and regulations affecting the City of Huntington Park and local government, in general.

TERMS AND CONDITIONS

If a contract is offered, it will be for a one-year renewable term, with a 30-day termination clause for the convenience of the City and without cause for termination upon written notification of the City. Invoices are to be submitted monthly. Successful awardees will be expected to comply with applicable advocacy requirements relating to state and county advocacy services.

ORGANIZATION

The submission shall include resumes of the individuals participating in this role for the City. The submissions will be evaluated by the City and shall include, at a minimum, the following information:

1. PERSONNEL

Describe the experience of the key personnel assigned to provide the services requested, including the primary contact with the City during the contract period.

2. EXPERIENCE

Provide an overview of your firm’s experience, and in particular, how it relates to the Scope of Services as set forth in this RFQ.

3. REFERENCES

Provide references for similar work that the proposed personnel has completed within the last two (2) years. Include a detailed description of the services and the agency or firm receiving the services.

4. AUTHORIZATION

The submission shall be signed by an official authorized to bind the firm, and shall contain a statement to the effect that the submission is valid for ninety (90) days.

5. ADDENDA

In the event that any portion of this RFQ is changed, the City will provide an addenda by e-mail to all firms who have received an RFQ. The signed addenda must be included within the RFQ submittal. Submittals received without the applicable addenda may be rejected as incomplete.

6. RESPONSIVENESS

All submittals will be reviewed by the City to determine compliance with all requirements and instructions as specified in the RFQ. Firms are notified that failure to comply with any part of the RFQ may result in the rejection of the submittal as non-responsive. The City also reserves the right, at its sole and absolute discretion, to waive minor administrative irregularities or errors.

7. REJECTION OF SUBMITTALS

The City reserves the right at its sole discretion to reject any and all submittals received without penalty as a result of this RFQ.

A submittal may be immediately rejected if:

- It contains misrepresentative or misleading information;
- It is received at any time after the exact date and time set for receipt of submittals;
- It does not meet the required specifications or terms and conditions as prescribed;
- It is signed by an individual not authorized to represent the RFQ
- Candidate is involved in outstanding litigation that could impinge on its ability to complete the responsibilities and obligations of the submittal; or
- Any other reason at the City's sole and absolute discretion.

8. SUB-CONSULTANTS

Submittals shall identify any sub-consultants and describe the responsibilities that will be assigned to them. The same level of references and background information required for submitters shall be required of sub-consultants.

9. ACCEPTANCE OF CONDITIONS

Submittals shall include a statement offering the acceptance of all conditions listed in the RFQ document, which shall be submitted with the proposal.

10. CONFLICT OF INTEREST

By signing the Agreement, the successful proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with the award of the Agreement or any work for the proposed project. For the term of the Agreement, no elected or appointed official, officer or employee of the City, during the term of his/her service with the City and for two (2) years following his/her termination of office or employment with the City, shall have any direct interest in the Agreement, or obtain any present, anticipated or future material benefit arising therefrom.

11. CONFIDENTIAL INFORMATION

City reserves the right to make copies of a proposer's proposal available for inspection and copying by members of the public (including proposals which may contain information the proposer regards and proprietary in nature), unless the City's legal counsel determines that the information which the proposer regards as proprietary may be withheld pursuant to applicable provisions of the California Public Records Act (Gov. Code section 6250 et seq.) or other applicable state or federal law. In the event the City proposes to disclose records containing information the proposer has specifically identified as being proprietary and confidential, the City shall notify the proposer in writing of its intent to release such information and the proposer shall have five (5) working days after City's issuance of its notices to give the City written notice of candidate's objection to the City's release of proprietary information. The City will not release the proprietary information after receipt of the rejection notice from the proposer unless: (i) the objection notice is not received by the City until the close of business on the 5th day following the City's issuance of the notice of intent to disclose; (ii) the City is ordered to release the information by a court of competent jurisdiction; or (iii) the candidate's objection notice fails to include a fully executed indemnification agreement wherein the candidate agrees to indemnify, defend and hold harmless the City, and its elected and appointed officials, officers, directors, employees and agents from and against all liability, loss, cost, or expense (including attorney's fees) arising out of any legal action brought to compel the release of records containing the proprietary information which the candidate wishes to withhold. Again, the candidate must specifically identify the information it deems proprietary.

12. DISCRIMINATION

The candidate and all subcontractors must not discriminate nor permit discrimination against any person on the grounds of race, national origin, sex, handicap, sexual orientation, or veteran status in their employment practices, in any of their contractual arrangements, in all services and accommodations they offer the public or in their business operations.

13. GRATUITY PROHIBITION

Candidate shall not offer any gratuities, favors or anything of monetary value to any official, employee or agent of the City for the purpose of influencing the consideration of this proposal.

SELECTION PROCESS

The selection of Consultant shall be made from among all submittals. The RFQ does not bind a commitment by the City to award a contract to any submittal. Award of contract shall be made within twenty (20) calendar days upon receipt of RFQ proposals. The City intends to evaluate the proposed services based upon the data presented in response to the RFQ.

The submissions will then be reviewed based on qualifications, specific experience, references, familiarity with the services, and compensation. The submittals will be rated according to which Consultant best meets the City's requirements.

SUBMITTAL INSTRUCTIONS

Qualifications must be submitted in a sealed envelope via mail or hand-delivery to the City of Huntington Park Office of the City Clerk on or before **Monday, November 6, 2017 at 2:00 p.m.** **USE OF CITY SEAL IS PROHIBITED.** Late submissions will not be accepted. Please provide two (2) copies of your submission.

The envelope containing your qualification(s) must be labeled "**Advocacy Services Qualification**" and marked to the attention of:

**City of Huntington Park
Office of the City Clerk
6550 Miles Avenue
Huntington Park, CA 90255**

GENERAL INFORMATION

Any costs incurred in the preparation of the qualifications, presentation to the City, travel in conjunction with such presentations, or samples of items shall be solely the responsibility of the submitter. The City assumes no responsibility and no liability for costs incurred by submitters prior to issuance of a contract or purchase order.

The submitter shall furnish the City with such additional information as the City may reasonably require. The City reserves the right to conduct pre-contract negotiations with any or all potential submitters.

Any questions or requests for clarification must be submitted in writing or sent via email to:

Ricardo Reyes, Assistant City Manager
RReyes@hpca.gov

All data, documents, and other products used or developed during performance of the services will be and remain the property of the City upon completion of the services.

ATTACHMENT I

SCOPE OF SERVICES

- Consultation with the City on potential implications of financial issues related to the Successor Agency's and overall City debt.
- Analysis of proposed state and county legislative actions affecting the City of Huntington Park and its Successor Agency's financial status.
- Propose options, alternatives and initiatives for discussions with state and county officials on key issues related to the dissolution of the Redevelopment Agency and previous encumbrances on Successor Agency.
- Develop, coordinate and execute on behalf of the City and/or Successor Agency advocacy efforts, including communications with legislative officials and other government officials for the purpose of influencing government legislation, options or administrative action.
- Provide guidance and political advice on pending options on legislation that affects the City.
- Set up meetings with key individuals within state and county agencies to promote the City's agenda and the resolution of the Successor Agency's debt, including all financial public financing options.

ATTACHMENT “B”



Government Affairs

State and Local Advocacy
Services

RFQ RESPONSE FOR "ADVOCACY
SERVICES QUALIFICATION".
CITY OF HUNTINGTON PARK

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November 6, 2017

Rick Reyes
Asst. City Manager
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mr. Reyes,

The purpose of this letter is to introduce you to Prime Strategies of California. Prime Strategies is a full-service lobbying, public relations, media relations and government affairs firm that is able to offer you a full range of services to meet and exceed the objectives of the City of Huntington Park.

We are confident Prime Strategies of California can augment the City of Huntington Park's current capacity. As part of our portfolio, you will have at your disposal a team that can assist you with research, strategy, public affairs and government relations. We are prepared to use the full extent of our expertise to execute any task on the City's behalf, including but not limited to:

STATE AND LOCAL LOBBYING

We are confident in our ability to advocate on behalf of the City and its interests. We can provide lobbying, key testimony in committee and public hearings and clear messaging specific to your needs. This can include but is not limited to:

- Implementing a strategic legislative agenda
- Building coalitions and partnerships with key stakeholders
- Strategically coordinating lobbying efforts at the State Capitol, and/or in key legislative districts with members and/or staff
- Preparing testimony and informative briefings for one-on-one meetings, legislative hearings, press conferences and other public speaking opportunities
- Drafting written reports on all legislative activities

LEGISLATIVE AND REGULATORY TRACKING

We can monitor current legislative and local policy efforts on behalf of the City including but not limited to bills, executive orders, ballot measures and/or resolutions. Bills can be continuously monitored for committee action, hearing alerts and updates. We can also monitor local and federal regulations, both proposed and adopted for compliance purposes, such as:

- Economic Development
- Public Safety
- Parks and Recreation
- Affordable Housing
- Transportation
- Industry and Small Business

By providing these services, we can anticipate and mold public policy and legislation that may impact the City's revenue streams, tax incentives, and economic growth opportunities.

Attached for your review is our statement of qualifications, a brief overview of our firm and bios of key team members. I look forward to discussing our qualifications with you and answering any questions you may have. Thank you for your consideration.

Sincerely,



PEDRO CARRILLO

Managing Partner, California



ORGANIZATION

PRIME STRATEGIES, LLC

Prime Strategies of California maintains two fully staffed offices in California, located in the City of Commerce and Sacramento. The physical address of each office is listed below. Prime Strategies of California is the result of the recent merger between Urban Associates, the Floridian Partners, and Prime Strategies LLC, a Limited Liability Corporation. The combined years of existence of these firms is well over 30 years and the combined years of legislative and advocacy affairs experience is over 60 years.

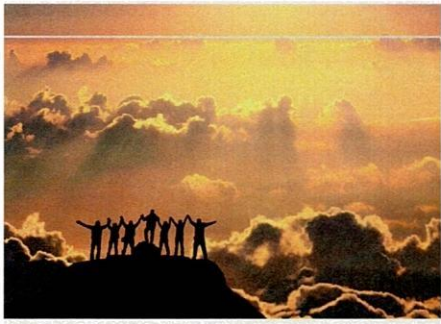
The Sacramento office is located approximately three blocks from the Capitol Building. The office has 2 full-time employees primarily engaged in providing lobbying and consulting services to clients with interests before the Executive and Legislative branches of State Government.

Prime Strategies of California is a full-service, corporate and government affairs firm operating at all levels of government throughout the State. The firm's services include strategic communications, government advocacy, issue management, political consulting, and development of stakeholder relationships within state and local government. Our client base is varied and ranges from Fortune 500 companies to non-profit agencies, local governments and sole proprietorships.

Locations:

Prime Strategies of California
1020 12th Street Suite #227
Sacramento, CA 95814
Office: (916) 409-7223
Fax: (866) 498-7226

Prime Strategies of California
5400 E. Olympic Blvd. Suite #208
Commerce, CA 90022
Office: (213) 608-0774
Fax: (866) 498-7226

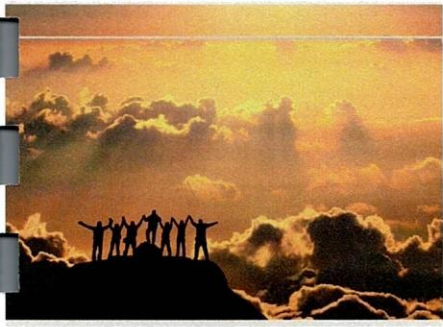


PERSONNEL

TEAM EXPERIENCE: The Prime Strategies team has well over 30 years of combined legislative affairs and advocacy experience. Pedro Carrillo, the managing partner of Prime Strategies of California, he will be the primary person responsible for providing services to the City of Huntington Park under this proposal. Mr. Carrillo is a government affairs professional with over two decades of experience working in California politics. In his capacity as a consultant, he has led a number of high profile legislative and crisis engagements. Mr. Carrillo's bio is attached. Mr. Carrillo will be assisted by members of the firm's Sacramento and City of Commerce offices.

Frank Aguirre Jr. is a community and government affairs professional with over 15 years of experience working in both the private and public sectors. Mr. Aguirre has served for a California State Senator, California State Assemblymember and a Los Angeles City Councilmember. Mr. Aguirre's bio is attached.

Kimberly Caceres is a local government and public affairs professional with over 7 years of experience. Ms. Caceres expertise includes coalition building, community outreach, media relations, and grassroots and grassroots campaigning. Ms. Caceres bio is attached.



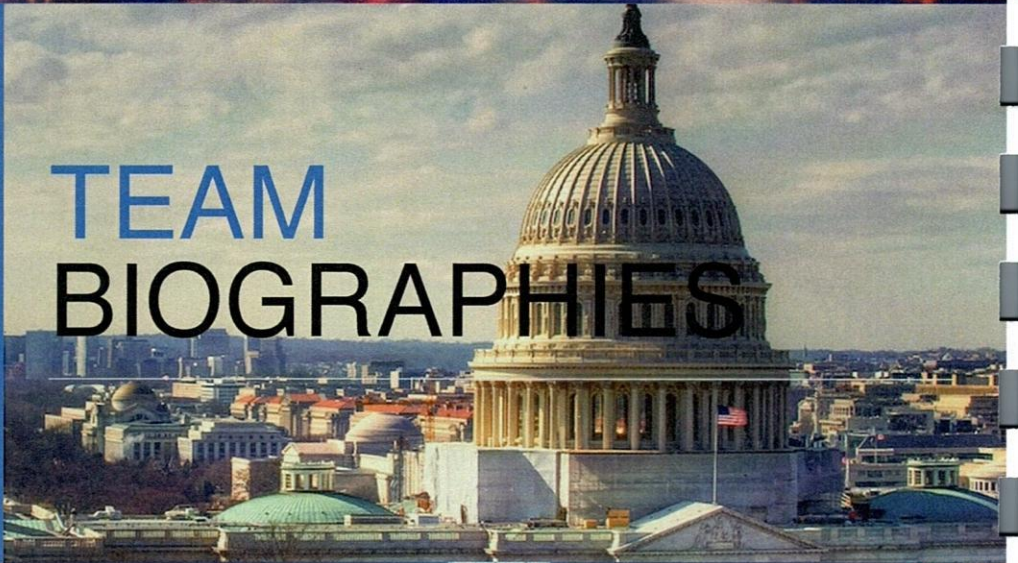
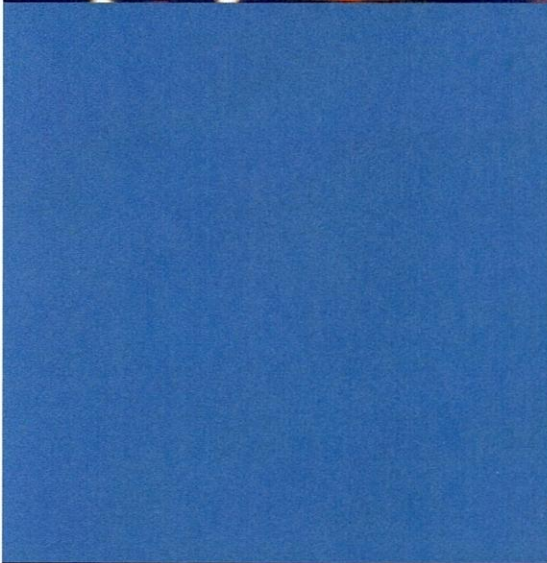
PERSONNEL CONT.

Enrique Vega is a government and public affairs professional with over 13 years of experience. Mr. Vega emphasizes his skills in coalition building, community outreach, and community organizing. He spent 7 years working as a Field Representative for members of the California State Assembly. Mr. Vega's bio is attached.

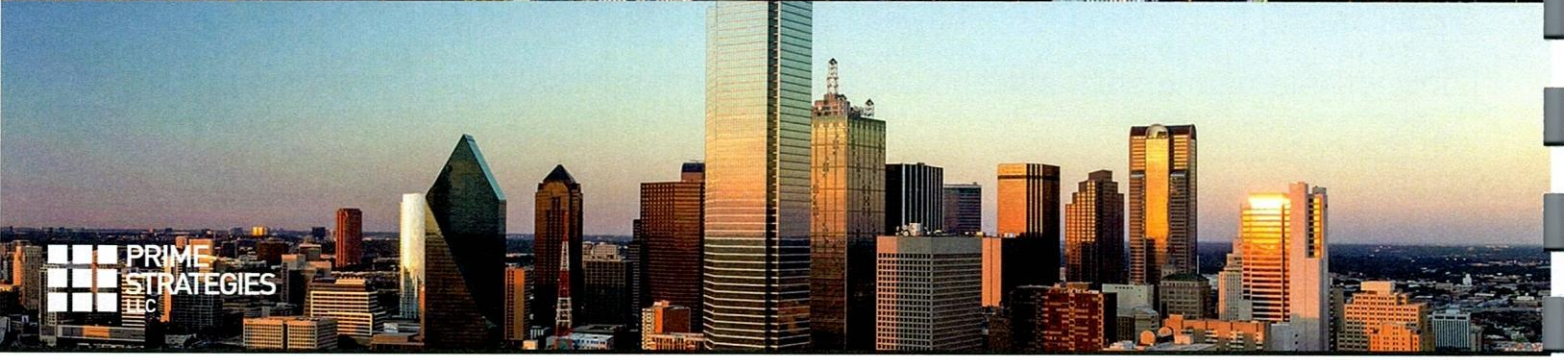
James Thuerwachter is a legislative advocate and government affairs professional. Mr. Thuerwachter brings years of advocacy experience from both the public and private sector. Mr. Thuerwachter worked for the California State Assembly, where he staffed issues ranging from banking and finance to utilities and commerce and helped draft key legislation benefiting small businesses. Mr. Thuerwachter's bio is attached.

Erika Ramirez has extensive experience in land use and entitlement permitting and regulatory matters involving state and local governments. Ms. Ramirez also has executive management experience within the public, private, and nonprofit sectors. Ms. Ramirez' bio is attached.

The strength of our firm lies in the dedicated professionals who form our team. With decades of collective experience, each individual in our firm brings unique experiences, qualifications and relationships to achieve the goals of our clients. We recognize that our clients are not just looking for "lobbying," but need a firm that understands politics, policy, public-private partnership, stakeholder engagement, public opinion, corporate reputation and business strategy.



TEAM BIOGRAPHIES





Team Biography | CALIFORNIA

PEDRO CARRILLO

Pedro is a local government and legislative affairs professional with over two decades of experience working in California politics. In his capacity as a consultant, Pedro has led a number of high profile legislative and crisis engagements. Pedro served as the principal consultant to the California Assembly Select Committee on Housing in the Silicon Valley, the principal consultant to the California Commission for Economic Development, and to the Speaker of the California Assembly. Additionally, he was twice appointed by California's Governor to commissions. Pedro has also served as Deputy Chief of Staff to a member of Congress, Chief of Staff to a member of the California State Assembly, City Manager, Assistant City Manager and Director of Community Development and Planning in various Los Angeles County jurisdictions.

Pedro has been recognized for his work during the City of Bell Municipal Crisis by the California League of Cities, Latino Caucus and received a resolution from the City of Los Angeles for helping restore Trust, Ethics and Fiscal Sustainability as Interim City Administrator for the City of Bell. Pedro holds a degree from California State University, Los Angeles.



Team Biography | CALIFORNIA

FRANK AGUIRRE JR.

Frank is a local and state government affairs professional with over 15 years of experience working both in the private and public sectors. Frank has demonstrated expertise in strategic planning, event management, communications, community outreach, public relations and planning and land use. Frank spent the last 7 years with the largest Hispanic focused retail grocer in the nation, developing their corporate and social responsibility strategy along with developing and managing their government affairs program.

Additionally, Frank worked for a California State Senator, California State Assembly member and a Los Angeles City Councilmember. Frank has worked and managed several political campaigns across Southern CA for current and former legislatures. Frank holds a degree from California State University, Northridge.



Team Biography | CALIFORNIA

KIMBERLY CACERES

Kimberly is a local government and public affairs professional with over 7 years of experience. Kimberly's expertise includes coalition building, community outreach, media relations, and grassroots and grass tops campaigning.

Kimberly has managed and worked on local campaigns throughout the San Gabriel Valley and the Inland Empire for numerous local, state and federal candidates. Kimberly was currently appointed to serve as a Board Member on the Mt San Antonio Community College Community Facility Plan Advisory Committee. Kimberly holds a degree from California State University, Los Angeles.

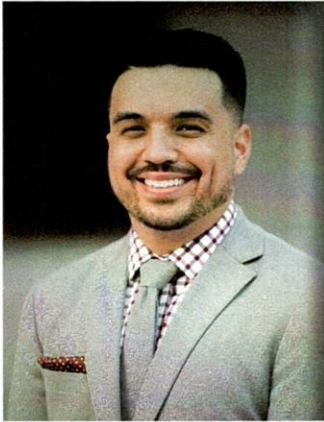


Team Biography | CALIFORNIA

ENRIQUE VEGA

Enrique is a local government and public affairs professional with over 13 years of experience. Enrique's expertise and emphasis in coalition building, community outreach, and community organizing. He spent 7 years working as a Field Representative for members of the California State Assembly, specifically in the Southeast Los Angeles communities.

Additionally, Enrique was contracted by the Chief Executive Office of Los Angeles County to provide community outreach and community organizing services for residents of unincorporated communities in South Los Angeles. Enrique has worked on various local, statewide and national campaigns and currently serves on the Board of Directors of the South Gate Chamber of Commerce and serves as the Chair of the Government Affairs Committee for the Regional Hispanic Chamber of Commerce, Long Beach. Enrique holds a degree from the California State University, Long Beach.



Team Biography | CALIFORNIA

JAMES THUERWACHTER

James is a legislative advocate and government affairs professional. James brings years of advocacy experience from both the public and private sectors. James worked for the California State Assembly, where he staffed issues ranging from banking and finance to utilities and commerce and helped draft key legislation benefitting small businesses. While working with a leading telecommunications corporation and later a prominent nonprofit organization, James was instrumental in analyzing, interpreting, and drafting legal and policy analyses relating to First Amendment challenges and privacy regulations at both the state and federal levels. James has helped prepare several amicus briefs, which have been filed in a variety of courts, including the United States Court of Appeals for the Fourth Circuit, federal district courts in California and Arizona, and California and Washington state courts.

A Sacramento native, James received his B.A. in Government at California State University, Sacramento. James received his J.D. from Seattle University School of Law and was a visiting student at the University of California, Hastings College of the Law in 2017.

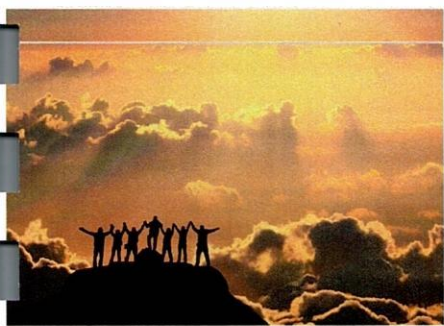


Team Biography | CALIFORNIA

ERIKA RAMIREZ

Erika is a local government, planning and land use professional with over 16 years of experience. Erika has expanded her expertise to include management from the level of Program Manager to that of Director or CEO and within the public, private, and nonprofit sectors.

Erika's functions have included working with elected officials and top executives to assess organizations or departments, reduce or maximize budgets, establish employee accountability and implement policy and procedures to improve the efficiency and effectiveness of operations and ensure compliance. Erika is also well versed in public policy, public administration and coalition building. Erika received her undergraduate degree from the University of California, Riverside and her Master's Degree in Urban Planning from New York University.



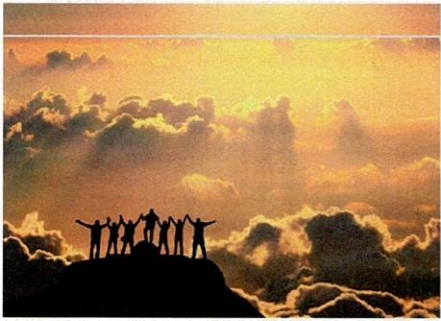
EXPERIENCE

RELATED EXPERIENCE

Prime Strategies of California has extensive experience providing consulting in the areas of executive management, city management, non-profit management, planning and land use, government affairs, public affairs, crisis management, and strategic counseling to name a few.

Prime Strategies of California has also been contracted by municipalities, quasi-governmental jurisdictions and nonprofits to fill a variety of positions including but not limited to City Manager, Assistant City Manager, Executive Director, Director, Chief Executive Officer and Project Manager. Prime Strategies fulfills the vacancies with precision and with the intention of meeting the goals of the hiring body. The goals have ranged from crisis management, such as ensuring all aspects of the municipality are carried out leaving no gap in service for residents, to complete department oversight including assessment, policy, procedure and budget recommendations as well as the implementation of those recommendations. In the role of Project Manager, we have managed the RFP process, selection processes for key city staff, or managed specific development projects on behalf of the City.

Some of the City departments and services that Prime Strategies of California has overseen include Community Development, Development Services, Housing, CDGB Funding, Enforcement, and various constituent services.



EXPERIENCE CONT.

Cities in which high level positions have been held include:

City of Maywood

City of Bell

City of Lynwood

City of South Gate

City of Cudahy

Joint Powers Authority (CEO)

The strength of our firm lies in the dedicated professionals who form our team. With decades of collective experience, each individual in our firm brings unique experiences, qualifications and relationships to achieve the goals of our clients. We recognize that our clients are not just looking for “lobbying,” but need a firm that understands politics, policy, public-private partnership, stakeholder engagement, public opinion, corporate reputation and business strategy.



REFERENCES

City of Lynwood

As of May 2015, we serve as the Interim Director of Development, Compliance and Enforcement Services in the City of Lynwood. We oversee Planning, Housing & Community Development, Building & Safety, Code Enforcement, Animal & Parking Enforcement, and Business Licensing.

At the onset the Department was named Development Services and included Planning, Building & Safety and Code Enforcement. The Department went through a transformation. Some divisions were added while others were eliminated, reduced or morphed into new ones. The divisions of CDBG, Housing & Community Development; Business License, and Animal & Parking Control were added to Development Services which became Development, Compliance & Enforcement Services. This newly formed department maintained three divisions but altered their names and increased their areas of responsibility.

In addition to managing the growing employees, budget and developing long range plans, we make recommendations and implement changes to policies to keep costs down while fulfilling services for residents and businesses.

Prime Strategies has also been instrumental in improving opportunities for the City of Lynwood through public policy and budget funding proposals. We have been a liaison to the California Legislature in addressing the City's key legislative and budget priorities. Furthermore, Prime Strategies has monitored legislation on behalf of the City including but not limited to bills, executive orders and budget procurement opportunities.

Currently, the Department has a \$3.3M budget and over 20 employees. We continue to move the City's agenda of promoting and enhancing the quality of life for the residents and businesses while creating an inviting physical environment for visitors. We will continue to serve in our current capacity until the Council selects a permanent city employee for the position.



REFERENCES CONT.

Mi Pueblo Food Center

Recently, a California retailer with over 40 locations across the state hired Prime Strategies to secure WIC licenses after some of their initial applications had previously been denied.

Mi Pueblo reached out to Prime in the midst of the holiday season, with just two weeks left to appeal and reverse these decisions (this process generally takes 60-90 days making it essential to tackle the issue head on). Our effort began by approaching the Department of Public Health who is responsible for approving or denying licenses. After contacting the necessary public officials, and advising them of the impact this could have on the store's ability to operate, Prime Strategies was able to successfully appeal and reverse the original decision that prevented several of Mi Pueblo's locations from obtaining licenses.

By leveraging existing relationships, Prime Strategies was able to contact all of the officials despite being a holiday schedule. After contact was made, Prime Strategies facilitated communication between the client and the Department of Public Health so that the decision could be reversed before the New Year. Subsequently, Prime Strategies was successful in accomplishing the client's goal despite the limited timeframe, which can be attributed to the firm's creative techniques and relationships.



REFERENCES CONT.

McCormick Barron Salazar

In recent years, the state of California has made a large effort to expand its urban renewal efforts. Much of the work is actually done by private companies, who often partner with the government in order to achieve the desired result at a lower price. In order for this relationship to work, local governments often subsidize the work done by these private companies. This however, requires a bevy of licenses that must be obtained before a specific deadline.

In order for McCormick, Barron, Salazar to begin redevelopment efforts, they must obtain approvals from the local energy department and the Grant Assistance Program (GAP). These approvals would allow for the client to obtain a Certificate of Occupancy which is needed for the Commercial Redevelopment Agency to sign off on the project.

Prime Strategies is proud to have been able to help the client and the city of Los Angeles in their efforts to increase access to affordable housing. In under 15 days, Prime Strategies was able to successfully secure all necessary approvals from a number of different local agencies which allowed for the company to receive its certificate of occupancy on a number of affordable housing projects. Allowing the projects to go on served a multitude of individuals who were in desperate need of such opportunities.



REFERENCE CONTACT INFORMATION

City of Lynwood

Aide Castro
Councilmember
11330 Bullis Rd.
Lynwood, CA 90262
Phone: 310.603.0220 EXT. 200

Mi Pueblo Food Centers

Jose Aguayo
V.P. of Human Resources
2501 E Guasti Rd,
Ontario, CA 91761
(909) 923-7426

McCormick Barron Salazar

Dan Falcon
Vice President
801 West Ave. 41
Los Angeles, CA 90017
(213) 236-2680



AUTHORIZATION

Authorization form for RFQ "Advocacy Services Qualification"

This authorization form references the above RFQ for the City of Huntington Park's request for "Advocacy Services Qualification".

Mr. Pedro Carrillo is hereby authorized to respond and sign the RFQ response for "Advocacy Services Qualification" for the City of Huntington Park.

This authorization and scope of services is valid for (90) days from date of signature.

Name: Pedro Carrillo
(Name of Representative)

Signature: Pedro Carrillo
(Signature of Representative)

Date: 11/6/17



ACCEPTANCE OF CONDITIONS

ACKNOWLEDGEMENT OF RFQ TERMS AND CONDITIONS

ACCEPTANCE: This submission indicates acceptance of the conditions contained in this RFQ response to the City of Huntington Park's request for "Advocacy Services Qualification".

Acknowledged and Agreed:

Agent Signature Pedro Carrillo

Printed Name: Pedro Carrillo

Title: Managing Partner, CA

Firm Name: Prime Strategies of CA, LLC

City, State: Commerce, CA

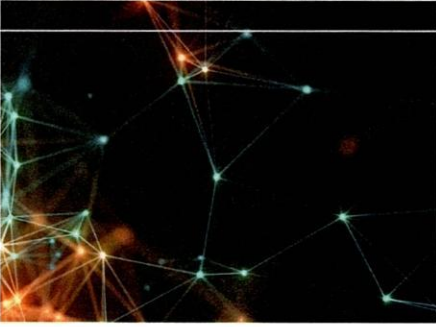
Phone Number: 213-608-0774



SCOPE OF SERVICES

Successor Agency: Pursuant to State legislation Abx1 26 the “Dissolution Act”, the Redevelopment Agency (RDA) of the City of Huntington Park was dissolved effective February 1, 2012. The City has a responsibility to repay the City’s debts, disposing of the former Redevelopment Agency’s properties and assets to help pay off debts, returning revenues to the local government entities that receive property taxes and winding down the affairs of the former Redevelopment Agency.

The City of Huntington Park’s Successor Agency is responsible for preparing a Recognized Obligation Payment Schedule (ROPS) in a manner provided by the State Department of Finance, listing the enforceable obligation of the former RDA and their source of payment. Prime Strategies will review the City’s ROPS, current status of repayment as well as RDA activities and properties to provided an assessment on potential implications of financial issues and options as it relates to the Successor Agency and the overall City debt.



SCOPE OF SERVICES

With decades of collective experience, each individual in our firm brings unique skills, perspective, qualifications and relationships to achieve your goals. We recognize that you are not just looking for “lobbying,” but need a firm that understands politics, policy, public-private partnership, stakeholder engagement, public opinion, corporate reputation and business strategy.

County Budget Consulting: Throughout the county budget process we will advise, navigate the process and execute the necessary paperwork to request specific funding for the City’s current ongoing projects (i.e. street improvements, parks and rec, etc.). Such tasks will include advising on deadlines, providing testimony at budget hearings, meeting with elected officials and/or key staff in preparation for budget meetings. We will provide the “boots on the ground” working on a constant basis on your behalf at the County Hall and State Legislature. We will leverage the City of Huntington Park’s political relationships to maximize results.

Communications & Messaging: The government relations and public relations strategies must be tied together to tell a clear and compelling story of the City of Huntington Park. This may require us to tell your story more publicly, not just in the government halls, to elevate the work of your allies and push a message to the community.



SCOPE OF SERVICES

There are a number of significant opportunities for the City of Huntington Park to ensure optimal positioning in the County, State and the 115th Congress. Prime Strategies will support and expand these relationships and provide a constant presence at all three levels of government. In the initial months of the engagement, Prime will work with staff to identify your most important objectives for the coming year, for example, new program funding, CDBG funding, CSBG grants, additional Housing Authority funding, expanding federal, state and county support for business development, and/or advancing specific policy objectives.

Once established, we will harness our expertise and relationships to advance these priorities on your behalf. We can reasonably expect a new Administration to pursue several policy initiatives, via State or County funding, that have natural synergies with the mission and activities of the City. Our team at Prime Strategies can identify those areas and effectively advocate for the City of Huntington Park.

Below are just a few examples:

- Edward Byrne Memorial Justice Assistance Grant: This grant helps states and localities pay for a range of criminal justice needs.
- U.S. Economic Development Administration Grant: This grant assists economically distressed communities with job creation and public works projects.
- CDBG (Community Development Block Grant - FEDS): This program helps fund a range of housing, infrastructure and business development projects.



SCOPE OF SERVICES

- The Regional Park and Open Space District (RPOD): This grant administrates funds from Prop A for such park and open space related activities from tree planting to creating walking and hiking trails.
- The California Department of Parks and Recreation- Recreational Trails Program (RTP): This funds motorize and non-motorized recreational trails.
- Los Angeles County Arts Commission- Community Impact Arts Grant Program: This funding is open to Municipal departments whose primary mission is to provide services other than arts programming.
- Cal Trans- Active Transportation Program (ATP): Funding for biking, walking, recreational trails and Safe Routes to Schools.
- Los Angeles County Metropolitan Transportation Authority (Metro): Metro distributes funding to improve all modes of surface transportation.
- Office of Community Oriented Policing Services: This program provides money for law enforcement agencies to hire additional community policing officers.

Another potential area to search for funding is with in the bridging of the digital divide for residents of Huntington Park. While cities have large networks of free access to internet connected computers in City Hall and most school children have access at various after school programs there is still a need for quality connections at home. Increasing access to Broadband for households and making 5G wireless available to more families can be a program for consideration.



SCOPE OF SERVICES

We believe that federal dollars can be secured and directed to the City for the purpose of expanding existing programs and would be the best manner to upgrade and increase broadband accessibility in Huntington Park.

Workforce training programs and resources are essential to the City of Huntington Park. These programs may be expanded by showcasing existing centers and the diverse population that utilize them. These sites and programs are ready and able to become even more robust with additional federal dollars.

Finally, targeting funding opportunities dedicated to services for new immigrants would be of great benefit to the City. We can expect an arduous debate about comprehensive immigration reform to continue. At the Federal level, there was an effort led by the Obama Administration to create a path to citizenship for undocumented immigrants which required language and civics classes which included a funding source. If this policy is revisited, the Prime team can work extensively to ensure that public libraries and other city institutions are included in any plans or discussions for funding eligibility in that they serve as a critical community resource for the delivery of such educational initiatives for adults, many of whom are not engaged in any formal institutional learning.



SCOPE OF SERVICES

Prime Strategies will work to educate the Department of Homeland Security and the United States Citizenship and Immigration Services on the ability of public libraries to implement such plan.

Given the current position of the Administration and the response from the State of California and the County of L.A. we may anticipate funding opportunities at the State and County levels to fund programs that will help the City's immigrant population in as well. Prime will monitor State and County legislation for such opportunities.

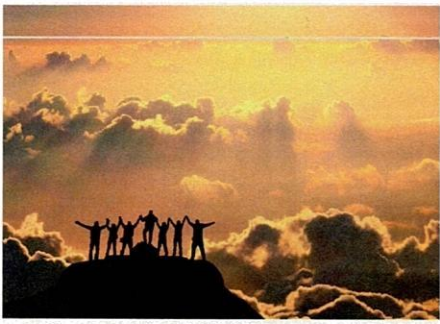
Our work would include tracking and identifying both existing opportunities and those that may emerge. Having Prime's eyes and ears on the ground as debates occur with regard to existing programs and new initiatives that may emerge will be critical in directing resources to the City. It is important to note that in an era without access to discretionary budget items from state elected officials and members of congress, we have learned to take a creative approach in identifying funding sources.



SCOPE OF SERVICES

Government Relations: Building on an excellent reputation and relationships, we will guide the continued engagement of the City Council, to appropriate County and State Government Officials. Prime Strategies aims to augment the City of Huntington Park's efforts with our team of experienced professionals and expand its advocacy capacity. Our strategic efforts will positively impact the City's legislative advocacy agenda and government relations in order to protect the interests of the City, its businesses and its residents.

How We Work: First and foremost, our goal is to fulfill objectives, not to extend a client retainer for as long as possible. Our focus is to advocate on behalf of the City of Huntington Park on a variety of issues including; economic development, community development, public safety, affordable housing, parks and recreation, transportation, small business and any other issues as assigned. We will be honest and forthright regarding the City's objectives and their likelihood of success. We will give candid counsel regardless of the impact it may make on the engagement.



WHY PRIME FOR HUNTINGTON PARK

Record of Success: Prime Strategies of California is well-suited to successfully represent the City of Huntington Park in creating and implementing its legislative agenda and advocacy efforts. The firm has a proven track record of helping to pass, stop or amend legislation to the benefit of its clients.

The first step towards a successful partnership with the City is to develop a thorough understanding of your legislative and public policy priorities (tracking, opportunities to support/kill bills, budget appropriations, message development, etc.). We will begin research and intelligence gathering to build a better and more accurate picture of the current political landscape and understand your needs in the County and State Legislature. During this time, Prime Strategies of California proposes to work closely with your executive team, to develop a legislative, regulatory and local government relations agenda.

Once we gather this information, we will be able to develop strategies and tactics for engaging key decision makers and move them towards taking positive action. Part of our legislative strategy will begin with meetings and briefings with key County officials, Assembly and Senate members on key legislative committees (i.e. appropriations, budget, labor, health, utilities and energy, jobs economic development and the economy, banking and finance, etc.). These initial meetings would allow us to introduce the City of Huntington Park's legislative priorities.





November 3, 2017

City of Huntington Park
Office of City Clerk
6550 Miles Avenue
Huntington Park, CA 90255

RE: RFQ – Government Consulting and Advocacy Services

Capitol Advocacy is pleased to have the opportunity to submit the attached response to the City of Huntington Park's Request for Qualification (RFQ) for Government Consulting and Advocacy Services. Consistently rated as one of California's best advocacy firms, Capitol Advocacy was recognized by legislators and senior staff as Sacramento's "Best Large Lobbying Firm" in the most recent survey of its kind by *Capitol Weekly* newspaper. Similarly, the *Los Angeles Times* described Capitol Advocacy as "one of Sacramento's top lobbying firms."

As a general services firm, Capitol Advocacy has worked in and around issue areas relevant to the City of Huntington Park for many years. We represent a diverse group of approximately 70 clients active in almost every area of state government relations. We are experts in the budget process and in a variety of issue areas including regulatory advocacy, redevelopment dissolution, taxation, transportation and infrastructure funding, air and water quality, waste management, land use, development, and goods movement – to name a few.

Capitol Advocacy has a strong team that brings decades of experience working with State Government - both as senior staff within the Legislature/Administration and as advocates for a variety of associations, companies and others. Our background and experience in budget and legislative advocacy, coupled with our strong ties to legislators on both sides of the aisle, and among those in the Administration, position us to engage on your behalf and provide input as decisions are made on issues affecting the City of Huntington Park.

We appreciate the chance to respond to your Request for Qualifications and duly note that the contents of our proposal are a reflection of the competence of Capitol Advocacy and that we commit to perform the elements laid out in its Proposal. To that end, we certify that the attached proposal shall remain valid for a period of not less than ninety (90) days from the date of submittal. We have included our contact information in this letter.

We sincerely hope we have the opportunity to partner with the City of Huntington Park and believe that Capitol Advocacy is uniquely qualified to represent your interests in Sacramento. Please contact us at (916) 444-0400, slavigne@capitoladvocacy.com, or via fax at (916) 444-0401 if you have any questions.

Sincerely,

Shane LaVigne
Capitol Advocacy
slavigne@capitoladvocacy.com

Kate Bell
Capitol Advocacy
kbell@capitoladvocacy.com



INTRODUCTION

Capitol Advocacy appreciates the opportunity to submit a proposal in response to the Request for Qualifications (RFQ) from the City of Huntington Park. We have over twelve years of experience advocating on issues of importance to local agencies, such as redevelopment, state budget, taxation, transportation and infrastructure funding, and land use – to name a few. Our background and experience in budget and legislative advocacy, coupled with our strong ties to legislators on both sides of the aisle, position us to engage on your behalf and provide input as decisions are made on issues affecting the City of Huntington Park and its Successor Agency.

The dissolution of redevelopment agencies (RDAs) in 2012 and continued winding down of RDAs has created a unique set of challenges for many California cities. Capitol Advocacy can provide the City of Huntington Park with a tailored advocacy approach to address these issues throughout all levels of state government. Upon engagement, Capitol Advocacy will set up extensive meetings with City staff to further identify and discuss the issues affecting the Successor Agency, exchange ideas about the City's priorities, and determine the related legislative and budgetary strategy. This includes assisting the City with relationship building, as well as identifying and establishing state funding and policy priorities to help speed resolution of the Successor Agency's debt.

QUALIFICATIONS & EXPERIENCE

Since its creation, Capitol Advocacy has provided comprehensive advocacy services for a number of local agency, association, and local government clients. Clients receive an individualized strategy to achieve their specific goals.

The Firm currently represents the City of Del Mar and the City of Coronado, providing legislative and budget tracking and political engagement. In our representation of the City of Coronado, we have advocated on issues ranging from transportation infrastructure and funding to city contracting and wireless cell tower siting. In our years representing Del Mar, we have advocated on issues related to local liability, Joint Powers Authorities (JPAs), fair funding, and other issues related to the Del Mar fairgrounds. Specifically, Capitol Advocacy provided input and achieved successful results on a number of measures that affected local government. Recently, Capitol Advocacy provided representation for the City of Del Mar on issues relating to local government oversight of massage therapy, district agricultural associations, county fairgrounds, medical cannabis, transportation, and housing.

Capitol Advocacy has represented The Metropolitan Water District of California (MWD) for the past twelve years. The Firm advocates on numerous issues for MWD, including water supply and reliability. Recently, we successfully engaged in a wide range of issues impacting MWD, including advancement of the Bay Delta Conservation Plan and a water bond package that provided important funding for the agency, as well as working to block harmful proposals that would have limited the agency's flexibility to achieve their mission.

In our representation of the California State University (CSU) since 2001, we provide high-level strategic consulting, legislative impact, and budget advocacy. For the past several years, we have advocated for educational access and quality issues on behalf of CSU.

We pride ourselves on being fully immersed in our clients' advocacy efforts, both opportunities and challenges, working collaboratively on strategy development and execution. The Firm has strong connections with City of Huntington Park legislators, including Assembly Member Miguel Santiago and Senator Ricardo Lara, having worked with them successfully on key issues in the State Capitol. Based on the diverse group of clients Capitol Advocacy represents and the relationships the Firms' professionals maintain, we have the breadth and depth that the City needs to ensure representation of its key policy issues surrounding the Successor Agency and to strategically position the City in Sacramento.

Noteworthy Accomplishments

Other examples of Capitol Advocacy's expertise include:

- ***Redevelopment:*** Capitol Advocacy has closely monitored and engaged in redevelopment related legislation and policy for a number of clients over the past several years, and has tracked the RDA dissolution process. In 2010, we successfully advocated for Infill Incentive Program and Transit-Oriented Development Program funds to be used at the Sacramento Railyards. If engaged by the City of Huntington Park, Capitol Advocacy will be able to hit the ground running in furtherance of your legislative agenda.
- ***State Budget:*** Capitol Advocacy has advocated successfully for dozens of its clients, each budget year, to ensure cuts are avoided and funding is secured, when applicable. In the 2014-15 fiscal year, Capitol Advocacy successfully obtained language for one of its health plan clients exempting a specific population of Medicare beneficiaries from the Coordinated Care Initiative (CCI). In the 2015-16 budget year, we successfully expanded a client's mental health program contract with the state by obtaining additional funding in the Governor's proposed budget and, ultimately, in the enacted budget. We also accomplished a multimillion-dollar tax incentive in the May Revise, working collaboratively with the Governor's Office, Administration, legislative leadership and key members of the Budget Committee and various subcommittees. On behalf of a large statewide law enforcement client, Capitol Advocacy also used the budget process last year as a venue to present and explain the need for the state to address recruitment and retention issues, as well as salary disparities within the bargaining unit. This resulted in the association receiving one of the most robust MOUs in last year's collective bargaining process.
- ***Land use:*** In Capitol Advocacy's representation of World Oil, we successfully advocated to secure funding for transportation projects, in addition to assisting in identifying funding for site acquisition and clean-up. The Firm was also successful in amending a housing density measure last year, which cleared the way for new urban housing development.
- ***Transportation & Goods Movement:*** Capitol Advocacy has a foundation of transportation experience, previously advocating for the Taxicab Paratransit Association of California and now representing the City of Del Mar, City of Coronado, American Airlines and the Association of Global Automakers. We also have gained experience on goods movement issues in our work for the California Retailers Association.
- ***Procurement:*** For Ashbritt, a Capitol Advocacy client that provides large-scale debris removal and disaster relief services in California, we have been instrumental in winning several pre-event disaster relief contracts with cities and counties throughout the State. In representing Liberty Healthcare, we have successfully won large contracts with state departments and worked collaboratively with the Department of General Services to successfully protest and overturn anti-competitive contracts to our client's benefit.

- **Public safety:** Capitol Advocacy represents a wide array of public safety clients including the Sacramento County Deputy Sheriffs Association (SCDSA), the Fraternal Order of Police (FOP), the California Statewide Law Enforcement Association (CSLEA), and CoreCivic, among others. Our experience in the public safety arena will allow us to seamlessly transition into an advocacy role for the City on issues relating to local policing policies (if applicable), and our relationships within the Brown Administration will allow us to work effectively in this area.
- **Public employee pensions:** The Firm's city and local law enforcement clients are significantly impacted by changes to public pensions, so we closely monitor this issue as it arises in the Legislature and as efforts are attempted through the initiative process.

References and Related Experience

City of Del Mar

Client Contact: Scott Huth, City of Del Mar, City Manager
858-755-9313
Email: shuth@delmar.ca.us

Metropolitan Water District of Southern California

Client Contact: Kathy Cole, Legislative Representative, Legal Affairs
916-650-2642
Email: kcole@mwdh2o.com

California Retailers Association

Client Contact: Bill Dombrowski, President
916-443-1975
Email: bdombrowski@calretailers.com

PERSONNEL & PROJECT ORGANIZATION

Capitol Advocacy, a limited liability company and partnership, was established in 1999 and has since become one of California's largest and most respected lobbying firms. The Firm has one office located in Sacramento, California. Our eight experienced lobbyists and two legislative analysts share a total commitment to all of the firm's clients and work together to provide each with the best possible representation. While the entire lobbying team at Capitol Advocacy would be available at any time to serve the needs of the City of Huntington Park, Shane LaVigne, Kate Bell and Lindsay Gullahorn would provide daily representation on your behalf in Sacramento. Complete bios for each of these professionals can be found attached (see Appendix A).

Shane LaVigne offers a blend of political and policy experience. Before joining the Capitol Advocacy team in 2013, Shane worked at a boutique lobbying firm in Sacramento and advocated for clients in the local government, insurance, healthcare and financial services areas, working with workers' compensation carriers and professional sports teams to reform California's workers' compensation system. Representing the City of Del Mar, Shane facilitated a number of meetings with the Governor's office, key administration agencies and legislators, in addition to directly lobbying for the City of Del Mar on issues related to the Del Mar Fairgrounds, fair funding and local liability issues. Prior to his advocacy work, Shane served as former Senator (now Congressman) Juan Vargas' legislative director. Before his time in the Capitol, Shane provided campaign and fundraising services to several Democratic candidates and elected officials, including city councilmembers.

Kate Bell has a solid record of government relations and legislative advocacy at the state and local levels. Prior to joining Capitol Advocacy in 2007, Kate worked with another top-rated lobbying firm, focusing on business, information technology, health, education and local government issues. Kate also served as Chief Operating Officer of a lobbying association representing the commercial, industrial and retail real estate industry in the

state. Her expertise in navigating the budget process has benefited many Capitol Advocacy clients over the years. Additionally, she has successfully helped clients identify state and local government contracting opportunities and provides strategic advice and exposure to key decision-makers throughout the procurement process. As Kate handles all procurement related issues for clients at Capitol Advocacy she has strong relationships throughout the Administration.

Lindsay Gullahorn is the senior legislative analyst who would be responsible for providing legislative support services to the City, including tracking all pertinent legislative activity and hearings, drafting legislative position letters, tracking press and media outlets for all relevant press releases, clips and social media posts, preparing and submitting budget updates, providing legislative updates, political analysis and updates, and monitoring regulatory activity. Lindsay is the firm's legislative analyst with primary knowledge of redevelopment dissolution policy and issues. **See Appendix B for a sample Capitol Advocacy Bulletin.**

Legislation

As part of the Firm's lobbying effort, we will review all bills introduced and amended throughout the Legislative Session to identify those that affect the City of Huntington Park's Successor Agency. Based on this review, and in collaboration with City staff, we will recommend whether to support, oppose, seek amendments or simply monitor bills of interest. Based on input from the City, a lobbying strategy/advocacy plan will be developed for each session year. In addition, a strategy will be created for every bill on which the City takes a position, including in the event the City wishes to sponsor a bill.

Likewise, we will directly engage the Legislature and Administration on the City's behalf on any legislation the City identifies as requiring advocacy.

Budget Opportunities

The Budget process in California is a cumbersome, but very useful process that requires continual monitoring and advocacy. Although the State's fiscal outlook has improved, the budget is still challenging due to the State's debt and unfunded liabilities. Capitol Advocacy is prepared to help mitigate future cuts, wherever possible, and ensure issues specific to the City are addressed as effectively as possible in the budget process. As such, we will monitor budget items as they surface, throughout the fiscal year, and keep the City informed of all relevant developments. We will engage when necessary to secure funding and ensure the interests of the City are protected. Capitol Advocacy is experienced in working with the Governor's Office, Administration, legislative leadership and key budget committees to expand programs, enhance contracts and establish tax incentives through the Governor's proposed budget in January, May Revise, as well as the budget and budget subcommittee process. **See Appendix C for a sample Capitol Advocacy Budget Bulletin.**

Administrative Advocacy

The City of Huntington Park is faced with many potential issues that involve various departments and agencies within state government. The Firm will include the Governor's office and state agencies in any advocacy strategy proposed, both on the regulatory and legislative fronts. Capitol Advocacy has very good working relationships with many of Governor Brown's senior staff. In addition, the Firm has extensive experience and maintains close contacts within almost every state Department that can be utilized to assist the City in dealing with regulatory and administrative issues of concern.

Organization and Communication

Capitol Advocacy will provide regular communication during the legislative session to the City, in addition to attendance at City and/or Successor Agency meetings, upon request, preparation of electronic legislative updates, both upon request and at the conclusion of the session, assistance with development, review and adoption of the City's legislative advocacy plan each fiscal year, and guidance on the preparation of relevant

FPPC lobbying registration forms. We will tailor a communication plan to meet the needs of the City, as maintaining client satisfaction is our utmost priority.

Desired Services

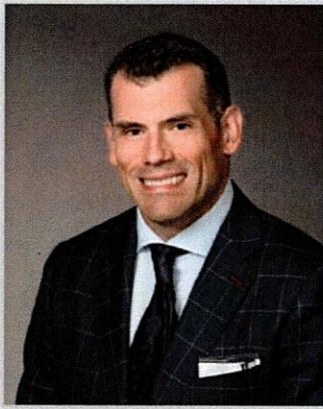
Capitol Advocacy can provide the City with the following services, in addition to high-level strategic counsel and direct and general advocacy:

- Preparation and transmittal of background information and position letters for high-priority legislation;
- Written and/or verbal synopses of legislative hearings, including testimony;
- Research, compilation and transmittal of information on existing laws and regulations, and proposed changes to laws and regulations;
- Regular communication during the legislative session with City staff, including regarding state issues that affect the City's interests;
- Identification and arrangement of meetings with state legislators, relevant policy and fiscal committees, the Administration, and state agencies, as needed;
- Attendance at City and Agency meetings, upon the City's request;
- Preparation of electronic legislative updates bi-monthly, at the conclusion of the session, or on an as needed basis;
- Assistance with development, review and adoption of the City's legislative agenda;
- Timely monitoring and summarization of available grant opportunities;
- Development of strategies to secure state funding for the City's priorities, including transportation infrastructure.
- Formulation of plans for engagement with relevant state regulatory agencies, in addition to the Legislature.

FEE SCHEDULE

Capitol Advocacy works on a monthly retainer basis. Based on the scope of activity we anticipate on behalf of the City of Huntington Park, we would require a fee of \$5,000 per month.

APPENDIX A



Shane LaVigne

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Phone: 916.444.0400 **Fax:** 916.444.0401

Shane LaVigne joined Capitol Advocacy's lobbying team in 2013, bringing nearly a decade of legal, political and public policy experience that has proven invaluable to the firm's clients. His extensive experience in every facet of California's political process - as a former political and fundraising consultant, Capitol staff member and as a legislative advocate - provides clients with an insightful and tailored communications strategy to frame issues effectively.

Shane regularly defends a variety of interests in the Legislature and state agencies. His portfolio of clients includes industries ranging from local government and Insurance to alcohol and gaming. No matter the issue, his background in law helps

him to easily articulate complex legal and statutory issues. Whether it be shielding business interests against costly new avenues of litigation, reforming California's workers' compensation system, crafting horseracing and internet poker legislation or navigating California's complex alcohol laws, Shane has a proven record of success because of his ability to craft individualized strategies and articulate his message for each issue.

Recognized on both sides of the aisle as one of Sacramento's rising lobbyists, Shane's ability to build connections with members of both caucuses and predominantly the Moderate Democrats, provides clients with an unabashed, relational advocacy approach, proven by his legislative accomplishments. His diverse background also extends to law enforcement and labor issues. Shane has played a significant role in crafting body worn camera legislation, stalling policies that put public safety officers at risk, and negotiating on behalf of one of the state's largest law enforcement collective bargaining units. He is also a regularly featured speaker on law enforcement issues throughout the state.

Prior to joining Capitol Advocacy, Shane worked for former State Senator and Insurance Committee Chairman, current Congressman Juan Vargas (D-San Diego), where he gained a deep understanding of insurance-related issues from all sides of the industry. After his tenure in Legislature, Shane became a legislative advocate for a boutique lobbying firm in Sacramento. There, he represented blue chip clients in the insurance, health care and financial services sectors.

Along with his expansive policy background, Shane previously owned a consulting business providing fundraising and campaign services to a number of Democratic candidates spanning every level of government, from City Council to President of the United States, including current elected officials in the California State Assembly and Senate.

Shane graduated from Syracuse University with a Bachelor's Degree in Political Philosophy, where he was also a member of the 1998 Big East Championship football team. He earned his Juris Doctorate from Western Michigan University, Thomas M. Cooley Law School, in Lansing, Michigan. He resides in Sacramento with his wife Sarah and son Beau.



Kate Bell

Email: kbell@capitoladvocacy.com

Phone: 916.444.0400

Kate Bell brings over 10 years of experience to Capitol Advocacy, and is recognized as one of Sacramento's most effective lobbyists on tax issues and procurement. She has won multi-million-dollar settlements, tax refund claims, and new business incentives on a number of high-profile cases before the State Board of Equalization, Franchise Tax Board and Go-Biz.

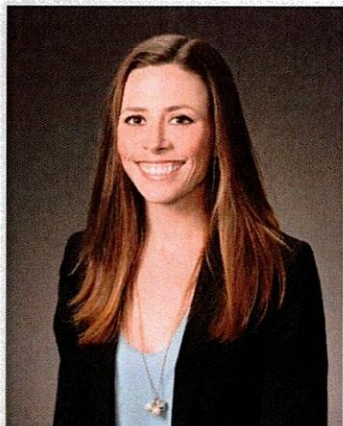
Her deep understanding of the procurement process has helped the firm's clients receive awards for large state contracts in the securities, healthcare, aerospace, and education sectors. In her procurement work, Kate assists clients in developing qualifications for bid opportunities and helps to ensure funding in the State Budget for these bids. In cases where a client received an unfavorable outcome, she has been successful in protesting anti-competitive contracts awarded by state agencies. Kate's ability to artfully articulate issues and her deep-seated knowledge of California's complicated bureaucracy gets results for the firm's clients.

In addition to her tax and procurement work, Kate lobbies on behalf of varied interests before the Legislature and Administration in a wide array of industries including retailers, restaurants, education and mental health. Kate's key relationships within Sacramento's political structure and ability to navigate the complex dynamics between the two have proven invaluable to clients.

Kate's expertise in fiscal issues extends to the budget process as well. She has worked to pass multi-year, multi-million-dollar tax credits, obtain funding for new programs and expand existing state contracts. Utilizing her expertise to benefit the community, Kate has also helped clients on a pro bono basis, recently securing Governor Brown's signature on legislation to make it harder to sell illegal/synthetic drugs in California.

Prior to joining Capitol Advocacy in 2007, Kate worked for another top lobbying firm in Sacramento and served as the Chief Operating Officer of California Business Properties Association, the state's leading commercial, industrial, retail real estate association.

A native of California, Kate attended the University of California at Santa Barbara where she played lacrosse, spent a year studying at the University of Granada in Spain, and graduated with high honors with BA and BS degrees. She received her MBA with an emphasis in public policy from California State University, Sacramento. Nominated to participate in the American Council of Young Political Leaders program, Kate traveled to Nicaragua and El Salvador to meet with the country's political leaders and continues to travel and engage in civic responsibilities to better the community at large. Kate resides in Sacramento with her husband and their two children.



Lindsay Gullahorn

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As Capitol Advocacy's senior legislative analyst, Lindsay Gullahorn brings over a decade of political, legislative and policy experience to the firm. Her expertise in a variety of policy issues, and her keen understanding of political fundraising and campaign finance, provides clients with a breadth of knowledge and the ability to respond quickly to client needs.

Beginning her career at Capitol Advocacy 12 years ago, Lindsay's longevity has proven invaluable for each client. She brings a deep understanding and historical background of policy issues pertinent to them. Her knowledge and experience provides clients with ongoing updates and analysis on their key issues and the politics that impact them.

Lindsay has become a policy specialist in healthcare, privacy, technology, transportation, energy and general business issues. In addition to screening all legislation and tracking pertinent bills for the firm's clients, Lindsay drafts position letters, analyzes budget proposals, monitors oversight and informational hearings, tracks all regulatory matters of interest, and provides an in-depth review to clients after each legislative deadline.

Along with her extensive policy work, Lindsay is pivotal in developing individualized political contribution plans for each of the firm's clients. Her understanding of California's complex political environment, and knowledge of the ever-changing leadership dynamics offers clients an unmatched insider perspective. Lindsay regularly provides clients with political updates, which have been published by global organizations and state associations.

Lindsay completed her Bachelor of Arts in Government at California State University, Sacramento in 2005. An avid runner, she lives in Carmichael with her husband, Daniel and their son, Charlie.



Issue 45

October 19, 2017

Capitol Advocacy Bulletin

Governor Brown Closes Out 2017 California Legislative Session

Focus Shifts to 2018

Early fall is bill signing season in Sacramento as the Governor deliberates over the hundreds of bills sent to his desk in the final weeks of session. Of the 1,307 bills passed by the Legislature this year, 977 were signed by Governor Brown and 118 were vetoed. Brown's 12 percent veto rate this year was lower than the 15 percent he vetoed last year, but of the legislation he did veto, a recurring theme was clear - bills that were unnecessary and/or sought to create duplicative policy did not receive the Governor's blessing.

Other bills Brown considered too restrictive were vetoed, such as measures prohibiting cigarette smoking at state parks and beaches and a bill that would have tightened limitations for new drivers between the ages of 18 and 22. In his veto message of the smoking ban, Brown pondered "If people can't smoke even on a deserted beach, where can they? There must be some limit to the coercive power of government." Further demonstrating his propensity for moderation, Brown denied a bill that would have required presidential candidates to release their tax returns in California, reasoning that it would create a dangerous precedent and institute an "ever-escalating set of different state requirements for presidential candidates."

Some labor-backed bills were among Brown's vetoes this year, including AB 1209 by Assemblywoman Lorena Gonzalez Fletcher (D-San Diego). It sought to require employers with 500 or more employees to collect and report information on gender pay differentials. Brown worried in his veto message that the bill's "ambiguous" wording would encourage more litigation than pay equity.

Other controversial labor bills won the Governor's signature, including AB 450 (Chiu), which will prohibit California employers from allowing federal immigration agents to access employee records and nonpublic areas of worksites without a warrant and/or subpoena; AB 168 (Eggman), which will prohibit employers from asking prospective employees about their salary histories; and AB 1008 (McCarty), which will "ban the box," prohibiting employers from inquiring about applicant's criminal histories.

In addition to the numerous worker protection bills he approved, the Legislature's anti-Trump sentiment was largely upheld by Brown. He signed immigration defense bills like the sanctuary state bill (SB 54 by pro Tem de Leon), as well as environmental protection measures like AB 262 (Holden), which requires the state to establish greenhouse gas emissions standards when certain construction materials are used in public contracting. And as we previously reported, Brown was instrumental in the passage of major

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stronghold against the Trump Administration in 2018, and Governor Brown will remain committed to leading key parts of this effort in his last year, particularly with respect to climate change, healthcare, and immigration.

Now that work in the first year of the session has concluded, the focus in Sacramento is on the coming year. Not only the second year of a two-year session, 2018 is also a gubernatorial election year and all other Constitutional offices are on the ballot, as well as every Assembly seat and twenty of the forty state Senate seats. In the Senate, there will be a fair amount of turnover with seven open seats. In the Assembly, however, there are only three open seats where members are termed out or seeking higher office. That number does not include the seat vacated by Democrat Jimmy Gomez, who left the Assembly in July after winning the congressional seat vacated by Attorney General Xavier Becerra. The special election run-off for Gomez's district will take place on December 5th between two Democrats - community activity Wendy Carillo and Nonprofit health director Luis Lopez.

Many open seats are in solid Democratic or Republican areas so they may not switch parties in November. However, there are a few targeted seats in play - four in the Senate and at least six in the Assembly. Josh Newman, who was narrowly elected in 2016 and the current target of a recall campaign, represents one of the targeted Senate districts. In April, he voted for the transportation package which included a \$0.12/gallon gas tax. This vote gave Republicans the impetus to initiate the recall. In response, the Democrats passed a law extending the recall timelines to ensure Newman's recall takes place concurrently with the June 2018 primary election. The law is being challenged in court, but if it is upheld, Newman's chances of defending his seat will be greater.

One of the open Democratic seats in the state Senate next fall is currently held by Senate pro Tem Kevin de Leon, who is termed out next year. He announced his candidacy this month for U.S. Senate, running against incumbent Diane Feinstein. In office since 1992, Feinstein's institutional status and financial backing make her a difficult target. De Leon will run as the next generation, more dynamic, progressive candidate, touting his recent successes on big issues like immigration and the environment, and his fight against the Trump Administration on virtually every front. Whether he can raise the money needed to run a competitive race is unknown, but it is clear that he faces a tough road to victory.

De Leon's pending departure will create a leadership vacancy, and some Democrats in the Senate are already rallying support within their caucus to become the next pro Tem. There is no timeline set for the vote or the transition but the most commonly mentioned contenders include Toni Atkins (D-San Diego), Bob Hertzberg (D-Van Nuys) and Connie Leyva (D-Chino).

The ballot will be crowded in 2018. Although only two initiatives have qualified for the ballot so far, dozens of others are pending in various stages of qualification, from awaiting title and summary at the Attorney General's office to the signature gathering process. Pending ballot measures include a gas tax repeal, teacher pay increases, and increased consumer privacy and property tax protections. Because the number of signatures needed to qualify a ballot measure is based on the state's last gubernatorial election, which saw record low turnout, voters will likely be faced with an onslaught of initiatives, similar to 2016.

The Governor's race continues to heat up. Governor Brown is termed out next year, and among the Democrats running to succeed him are Lieutenant Governor Gavin Newsom, former Los Angeles mayor Antonio Villaraigosa, and State Treasurer John Chiang. The Republican candidates include Assemblyman Travis Allen and businessman John Cox. Gavin Newsom leads the pack in fundraising and is currently the clear frontrunner according to all the polls, followed distantly by John Cox, then Antonio Villaraigosa. However, if Los Angeles Mayor Eric Garcetti jumps in, he could change the dynamics of the race quickly.

Lawmakers will return to the Capitol on January 3. In the meantime, they are convening informational hearings sporadically throughout the fall to discuss healthcare and other issues, but the real work will resume in January.



Issue 42

June 16, 2017

Capitol Advocacy Bulletin

Legislature Approves State Budget

Governor Jerry Brown and legislative leaders announced a budget deal had been reached on Tuesday, June 13th and last night the Assembly and Senate passed the 2017-18 spending plan, which was the constitutional deadline to do so without losing their pay. Lawmakers also passed several trailer bills, excluding the health trailer bill which is set to be heard on Monday, so-named because they "trail" the budget and are needed to implement various aspects of the budget plan. Governor Brown said the deal was "balanced and progressive" and Speaker Rendon said it is "a budget that does things for people, not to people" noting "significant reforms" at the Board of Equalization and the University of California after scathing audits were released earlier this year. The Budget, which maintains Governor Brown's fiscal prudence by allocating more money to the Rainy Day Fund, also includes an expansion to California's Earned Income Tax Credit program, increases K-14 funding, provides supplemental payments to reduce pension liabilities, prioritizes infrastructure, and increases Medi-Cal funding through Proposition 56 (tobacco tax) revenues.

Along with the \$183.2 billion [\$125.1 billion General Fund, \$54.9 billion Special Fund, and \$3.2 billion Bond Fund] spending plan, the proposal includes several significant policy changes, including reforms to the Board of Equalization (BOE) and to California's recall election process. The BOE trailer bill includes structural changes to the Board stemming from an audit indicating money and employee time was misused, including moving tax collection work to the new Department of Tax and Fee Administration, creating a new Office of Tax Appeals with governor appointed senior staff, and relegating the Board's responsibilities mainly to property tax assessments, gas tax rates and assessing taxes on pipelines, insurance companies and alcoholic beverages.

Senator Newman (D-Fullerton), whose election last year secured Democrats' supermajority in the Senate, is facing a recall by Republicans after he voted for a controversial gas tax in April. In response to the Republicans' efforts, trailer bill language surfaced earlier this week to reform California's recall election process including, among other things, a requirement that the Secretary of State verify every signature gathered, rather than perform a random sample. By making the recall process longer, the proposal would ensure that Newman's recall takes place concurrently with the June 2018 primary election, which will see higher turn-out, thereby increasing Newman's chances of defending his seat. Despite Governor Brown's general aversion to major policy reforms in the budget process, both measures passed through the Legislature's trailer bill process. Other highlights of the 2017-18 State Budget include:

Medi-Cal/Proposition 56 (Tobacco Tax Revenues):

In November, voters passed Prop 56, which instituted a \$2/pack tax on cigarettes and other tobacco products. Proponents of the initiative intended the projected \$1 billion in annual revenue from the tax to shore up the Medi-Cal program, including increasing provider reimbursement rates and investing in other programs cut in leaner years. Initially, however, Governor Brown proposed

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to use the revenue to help fill a hole in the budget caused by a Medi-Cal accounting error. The Legislature lobbied heavily during the budget process this spring to allocate much of the funding toward Medi-Cal reimbursement rates for certain Medi-Cal providers, so the \$546 million in supplemental funding includes increased reimbursement rates for dentists and physicians and some funding for HIV/AIDS treatment, women's health programs, and the developmentally disabled.

Healthcare Workforce Funding:

The budget maintains \$100 million in funding for primary care residencies over a three-year period under the Song-Brown program. Governor Brown included this funding in the 2016-17 enacted budget but, in January, proposed to eliminate it. The Legislature rejected his proposal and included the funding in the budget passed yesterday, which will appropriate \$33 million/year over three years, beginning in 2017-18, to primary care residencies in underserved parts of the state.

Cannabis Regulation:

The budget makes significant changes to California's medical and recreational cannabis laws, including conforming Proposition 64, the Adult Use of Marijuana Act (AUMA), and the Medical Cannabis Regulation and Safety Act (MCRSA), in an attempt to streamline implementation. The new act will be titled the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA) and the bureau will be renamed the Bureau of Cannabis Control. In addition to shifting MAUCRSA enforcement power to the cities, the act creates a tax collection and remittance methodology, a process for testing and packaging, and agricultural cooperatives. It also requires that by 2018, the Secretary of the Business, Consumer Services and Housing Agency work with the Legislature, DCA, CDFA and CDPH to ensure that there is a safe and viable way to collect cash payments for taxes and fees related to cannabis activity.

The budget has been sent to Governor Brown and is awaiting his signature. He has until July 1st, which is the start of the new fiscal year, to sign the budget into law.



**Response to
City of Huntington Park
Request for Qualifications
for
Government Consulting and Advocacy Services**

October 31, 2017

Gonzalez, Quintana, Hunter & Cruz, LLC
915 L Street, Suite 1270 Sacramento, CA 95814
Tel: 916-930-0796, Fax: 916-930-0050
Contact: Steve Cruz, Partner
Steve@gqhlobby.com

Ricardo Reyes
Assistant City Manager
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mr. Reyes:

Thank you for the opportunity to submit a proposal for state legislative advocacy and governmental relations services for the City of Huntington Park. Gonzalez, Quintana, Hunter & Cruz, LLC (GQHC) is a Sacramento based lobbying firm offering extensive legislative, political, and state budget expertise in the areas of local government, housing, transportation, energy, and a unique experience with redevelopment dissolution matters.

GQHC has an impressive track record of successfully lobbying legislation and securing funding for our public agency clients. Our firm values integrity, honesty, and hard-work. We know the California political process, take pride in understanding client needs, and specialize in providing tailored strategic counsel and implementing effective government relations programs. We are direct advocates for our clients and work closely with them to develop a meaningful and realistic assessment of their needs and opportunities for success in the California legislative landscape. This is due in part to our working knowledge of the policy issues and access to legislative decision makers on a bipartisan basis. Contrary to some advocacy groups, who attempt to lobby from the comfort of their desk chairs, our team of seasoned lobbyists are highly visible in the hallways of the Capitol and are well respected for their strong and effective advocacy. Collectively, our experience affords us a large network of legislative contacts with almost every legislator in Sacramento – regardless of party affiliation or policy focus.

The elements of this RFQ have been fully reviewed and understood by our team, including acceptance of the Scope of Services, Conditions, and Conflict of Interest as stated in the RFQ. Our firm is fully prepared to begin performing the services outlined in the proposal upon engagement. GQHC also understands this submittal will be valid for ninety (90) days.

The attached proposal reflects the breadth of experience and relationships our firm offers and addresses the benefits of our approach. Steve Cruz, partner at GQHC, will act as the primary contact for this proposal. He has the authority to negotiate on behalf of and contractually bind the firm. He can be reached at (916) 930-0796, or at steve@gqhlobby.com, and is located at 915 L Street, Suite 1270 in Sacramento. His fax number is (916) 930-0050.

Regards,



Steve Cruz, Partner
Gonzalez, Quintana, Hunter & Cruz, LLC

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FIRM OVERVIEW

Gonzalez, Quintana, Hunter & Cruz, LLC (GQHC) and California Consulting, LLC are pleased to submit a joint proposal to provide comprehensive advocacy services for the City of Huntington Park. GQHC has extensive experience representing public agencies before the California Legislature and various state departments. We have successfully worked on behalf of our local government clients to protect funding for mandated programs, prevent further loss of local revenue and cost shifts to local governments, and secure significant state funding through the budget process and various state agencies. Beyond representing municipal governments, our firm has extensive experience representing the private sector on many issues, including housing, land use, transportation, and energy.

GQHC is a unique, minority and woman-owned, bipartisan government relations firm headquartered in Sacramento with over 60 years of collective experience in the State Capitol. We were formed with the premise that most lobbying firms in Sacramento had little resemblance to the younger and increasingly diverse makeup of today's Legislature. Our partners saw the potential to create a firm that would couple this diversity with our combined lobbying experience and political know-how. GQHC now represents over 70 clients including local governments, transportation agencies, tribes, trade associations, and Fortune 500 companies like Amazon, Facebook, and American Express.

GQHC's diverse and politically active clientele provide our firm with broad-based access to almost every legislator in Sacramento. We have strong relationships with top decision makers in the Governor's Office – from the Chief of Staff and Cabinet Secretary to legislative deputies. Our years of work in and around the Capitol have allowed us to form strong bonds with legislators and staff in key leadership and policy committee positions, as well as relevant state agencies whose decisions and input often influence matters of importance to the City of Huntington Park. In summary, GQHC has an unmatched record of winning for our clients and most importantly, we work tirelessly to keep our clients informed at every step.

California Consulting, LLC is also pleased to provide this Response to the Request for Qualifications for the grant writing for the City. Municipalities, School Districts, nonprofit organizations, and our private sector clients have realized grants are a source of revenue that can be used for targeted projects, thereby preserving general funds and/or special funds to be used elsewhere. In conjunction with government advocacy and our relationship with legislators, we are the most successful grant writing firm in California generating over \$1.5 billion for our clients.

EXECUTIVE SUMMARY

GQHC and California Consulting plan to provide comprehensive support to the City on all legislative matters, as well as grant seeking and grant writing support. Specifically, GQHC has successfully represented local government interests in the California State Legislature for over two decades. Our partners are well respected in the halls of the Capitol for the strong and effective advocacy on behalf of a variety of public agencies and are fully prepared to represent the City of Huntington Park and exceed its expectations for lobbying and government affairs services.

GQHC does not pursue new clients unless we are confident in our ability to provide the absolute best service available. Our team of seasoned veterans ensures we have the know-how to get the job done, and

the resources available to be responsive, on-time and available to meet our clients' needs. We pride ourselves in not only achieving a client's goals, but also in making sure they are well informed throughout the process. We want our clients to feel as if they were in Sacramento full-time, and listening openly to our clients allows us to better serve as their voice in the Capitol.

GQHC understands that effective representation in the Capitol is integral to protecting the policies and interests of the City. Given term limits and an ever-growing list of issues facing policymakers, strong representation in the Capitol is more vital than ever before, and we know we can ably provide such services to the City. Proper representation requires a diverse team that possesses both the policy expertise, bi-partisan relationships, and the political adeptness to effectively influence legislation.

We believe in a smart, focused approach to lobbying in Sacramento. Our overall method and approach to meeting the goals of the City is to first get a sense of legislative priorities, strengths and challenges, and then move through an orderly process to determine positions, develop strategies, design needed materials, and work with City staff, our state legislative delegation, coalition partners, influential stakeholders, and the Administration to ensure a desirable outcome.

By working closely with City staff, we will thoroughly understand the goals, and be able to advocate for those nuanced interests in every forum. Our experience representing local governments will enable our team to hit the ground running. We are knowledgeable in complex legislative and regulatory matters affecting cities and fully understand the fundamental objectives to ensure adequate and ongoing funding for state mandated programs, protect discretionary city revenues, and give cities flexibility to carry out federal, state, and local programs.

Due to the diversity of our clients and their issues of importance, GQHC maintains solid bi-partisan relationships in the State Capitol, including legislative leadership and relevant local government and budget committees in both legislative houses. Equally important, we have strong relationships with Senator Ricardo Lara and Assemblymember Santiago and have worked with each of them to move and shape important state policy. Our team of professional lobbyists will continue to foster these relationships for the City's benefit – turning these Legislators into champions for the City's causes.

We provide our clients with individualized personal services. Our goal is to become integral members of the City's "team" – bringing together our skills with those of the City's staff to effectively protect what the City has and proactively seek opportunities to advance the City's mission. It is our view that working cooperatively with the City of Huntington Park in the development of the agency's key objectives will ensure that our team can exceed the City's expectations.

Founded in 2004, California Consulting, LLC has offices in Southern, Central, and Northern California. We have 30 members of our team located throughout California. California Consulting continues to grow and the majority of our new clients come from referrals from existing clients. We have built this solid reputation by effectively communicating with our clients and working hard for them. California Consulting, LLC is the largest grant writing firm in California and has secured over \$1.5 billion for our clients since inception through grant writing and governmental advocacy efforts combined.

California Consulting is the leader in the grant writing industry. We have set the standard for:

1. Thorough knowledge of policy and grant writing expertise usually reserved for large, national firms.

2. Hands on approach by the Owner, Steve Samuelian, on strategic planning and client care.
3. Collaborative team approach to grant writing. Our Project Managers (grant writers) use the team approach for every client.

California Consulting works collaboratively with our clients to create a strategy identifying funding opportunities that align with the client's needs, whether it is at the Federal, State, Local or Private Foundation level. Specifically, California Consulting, LLC is committed to the following:

- Identifying client projects and pairing those projects with funding opportunities
- Developing quality grant applications
- Advocating for your grant application during the selection process
- Following up with grant agency to ensure timely fund distribution

QUALIFICATIONS

Together, GQHC and California Consulting have successfully represented local agencies. GQHC has successfully represented a myriad of local agencies. Specifically, the firm has nearly two decades of experience representing local agency interests in the State Legislature. We are knowledgeable in complex legislative and regulatory matters affecting cities and fully understand the fundamental and political objectives in their interests. Our public agency clients (past and present) include: City of San Jose, San Mateo County, Sacramento County, City and County of San Francisco, City of Los Angeles, City of Maywood, City of Glendale, Sacramento Municipal Utilities District, Southern California Public Power Authority, San Diego County Water Authority, East Valley Water District, Santa Clara Valley Transportation Authority, Ventura County Transportation Commission, and San Bernardino Associated Governments.

The GQHC team's range of contacts in the Capitol will serve the City well. Our years of local government representation has allowed us to form strong relationships with legislators and staff from key policy committees as well as relevant state agencies whose decisions would impact the City. These include, but are not limited to, Chairs, Members, staff, and consultants for the Committees on Local Government, Governance and Finance, Transportation, Housing, Energy and Utilities, Natural Resources and Water, Public Safety. In addition, our team has excellent relations with State agencies, including top officials within the Department of Finance (DOF), Board of Equalization (BOE), California Energy Commission (CEC), California Air Resources Board (CARB) and the California Public Utilities Commission (CPUC).

GQHC's advocacy efforts on behalf of cities and other local government entities has allowed us to work regularly and closely with affiliated advocacy organizations such as the League of Cities, the California Police Chiefs Association, the City Clerks Association, among a host of other groups – with whom we communicate on a regular basis and often work in tandem on local government issues.

Our firm is fully prepared to meet and exceed the City of Huntington Park's lobbying and government affairs needs. We have successfully secured state funding through the budget and through separate legislation. Specifically, the GQHC lobbying team has spent over 20 years actively engaging in various legislative and regulatory activities affecting local government and fighting for local control on behalf of our clients

(Proposition 1A, ERAF shifts, COPS Funding, Redevelopment). We have been directly involved in advocacy efforts to protect local revenue sources and prevent unfunded mandates, as well as opposing legislation or budgetary actions that would undermine or preempt local authority over taxes and fees. We have consistently fought to protect local transportation dollars and advanced legislation to protect funding options for community and economic development (Redevelopment and Enterprise Zones), investment in public infrastructure, energy efficiency and renewable energy programs, expansion of affordable housing, and increased funding for essential local services. We also have the experience on pertinent policy issues, such as public safety, property tax allocation, and pension related legislation.

Infrastructure, Redevelopment, and Economic Development: Our particular strengths are in the areas of housing, land use, transportation and policies that affect local economic development and the legislative and administrative policies relating to redevelopment dissolution. Our team has extensive experience in state redevelopment policy and have successfully worked over the years with the Department of Finance to protect our local government clients' contractual obligations and associated tax increment.

Budget: We possess a thorough understanding of the State Budget process and have successfully secured millions of dollars in the annual budget on behalf of our local government clients. We will coordinate closely with California Consulting in identifying and advocating for grant dollars for the City of Huntington Park.

California Consulting also has a proven track record, writing over 710 successful grant applications totaling over \$170 million for our clients through grant writing alone. With over 20 grant writers, we have extensive experience in writing nearly every type of grant available whether it be Federal, State, Local or private foundation. At the outset of the contract, we conduct a thorough Needs Assessment in order to identify the priority needs of the City. Once these needs are identified we conduct extensive research to identify grant opportunities that align with those needs. The identified grant opportunities will include currently available opportunities along with upcoming grant opportunities not yet open for applications. Our Project Managers, along with input from City Staff, will create a long-term strategic plan that is designed to meet those funding needs. Once grants have been selected, a timeline for each grant will be provided to City Staff to ensure the grant is submitted in a timely manner.

California Consulting takes a collaborative approach to our grant writing services. While the City will be assigned a main Project Manager, they have our grant management team as well as over 20 grant writers available to them as resources for advice on unique grant opportunities and strategic planning. California Consulting's client base operates statewide with over 80 current clients, consisting of municipalities, school districts, nonprofit organizations and others. California Consulting is well versed with nearly every Federal, State, Local and Private Foundation funding opportunity. California Consulting has extensive experience in funding for public infrastructure, sustainability, recreation and community services, and planning and community development. Some of the grants that have been awarded for municipal clients in the past year alone are Land Water Conservation Fund, Bay Area MTC PASS application, MSRC Clean Transportation, Active Transportation Program (ATP), Highway Safety Improvement Program (HSIP), COPS Hiring, MLB Baseball Tomorrow Fund, CalFire Greenhouse Gas Reduction, California Department of Housing and Related Parks, Fire Prevention, CalRecycle Tire Derived, Transportation grants, and Air Pollution Control. A full list of all grants awarded can be provided upon request.

ORGANIZATIONAL STRUCTURE

GQHC was incorporated in early 2011 and has grown steadily since that time, including securing a spot in the list of Top 10 lobbying firms in the state. The GQHC team is comprised of four partners, two principals, and six full-time staff. The firm partners include Steve Cruz, Delaney Hunter, Will Gonzalez, and David Quintana, who each carry a unique set of assets, expertise, and skills to successfully achieve their client's legislative goals. GQHC also has a southern California presence staffed by principal Stacey Brenner, who provides an excellent knowledge of the budget process, permitting and land issues, and expertise on a number of other legislative areas. Ms. Brenner is located in the Los Angeles area and adds a unique local perspective to our team.

In addition, GQHC employs five, full time lobbyists to assist the partners in advocating for our client's needs. These lobbyists include: Anna Alvarado, Matthew Klopfenstein, Caity Maple, Melanie Cuevas, and Jacob Moss. Mr. Klopfenstein also serves as the firm's Legal Advisor. Along with a number of seasoned interns, GQHC also employs two administrative assistants who help schedule meetings, organize lobby days, and provide excellent support on all other office related duties.

PROPOSED TEAM

To service the needs of the City of Huntington Park, our project team would commit a full team of dedicated advocacy professionals. GQHC would provide two full-time lobbyists consisting of firm partner Steve Cruz and lobbyist Anna Alvarado to manage the legislative and regulatory issues for the City. We will employ additional GQHC resources to the project team when appropriate, including the addition of partner David Quintana. Our firm is driven by a team-driven philosophy in which every advocate understands the needs of each client and can utilize their own unique relationships to achieve our clients' goals. This approach allows our team to draw on their diverse, bipartisan backgrounds to achieve success for all those we represent in Sacramento.

Steve Cruz will serve as the lead lobbyist and primary point of contact for the City of Huntington Park on behalf of GQHC. In this capacity, he will direct the City's focus and activities. He will represent the City in meetings with the state legislature, state agencies, and board and commissions, along with representation at public hearings in the legislature including providing testimony, participating in weekly meetings or calls with City legislative staff, and attending City meetings, as needed.

Anna Alvarado will serve full-time as the lobbyist and legislative coordinator for the City. In this role, she will attend all necessary public hearings and meetings in and around the Capitol as necessary to advance the interests of the City. She will track all relevant legislation and amendments for the City, and monitor all legislative hearings along with Mr. Cruz and she will ensure regular and transparent communications with the City. Anna will provide up to date information on all legislative happenings and will be available for questions, troubleshooting, and research.

GQHC will also utilize Steve Shea, consultant for GQHC. Mr. Shea has a 30-year career in public service, including chief advisor to several Senate Pro Tems. Mr. Shea has extensive policy and political experience in the areas of taxation, local government, economic development, and the state budget and appropriations

processes. He was well known in the Capitol as possessing “institutional knowledge” on complicated local government taxation matters such as ERAF and redevelopment tax increment financing.

STAFF RESUMES

Included below are biographies of our team.

Steve Cruz, Partner

Steve Cruz brings an extensive resume of local government, water and energy policy, political and private sector experience, and he is an integral part of the lobbying team.

Mr. Cruz’s local government background includes serving at the state lobbyist for the County of San Mateo for the past 5 years. In this capacity, Mr. Cruz actively engaged in a broad range of legislative policy areas including Administration and Finance, Health and Human Services, Housing, Land Use, Environmental, Transportation and Public Safety.

He previously worked in the administration of then-Mayor Willie L. Brown Jr., where he served as the Chief State Legislative Advocate for the City and County of San Francisco. He advanced an ambitious legislative agenda and utilized his vast knowledge of the policymaking and the state budget processes to secure state funding for vital programs and services.

Later as a legislative advocate with a prominent Sacramento based lobbying firm, Mr. Cruz worked on behalf of a multitude of interests, both public and private, before the State Legislature and various state agencies. Mr. Cruz’s legislative and regulatory work includes representation of local government entities, developers, municipal utilities, renewable energy firms, and non-profits. This includes serving as legislative advocate for relevant energy related entities, such as the California Public Utilities Commission, the California Wind Energy Association, and the California Biomass Association.

Most recently, Mr. Cruz was the lead lobbyist for the California Building Industry Association on issues related to water, resources, and the environment. In this capacity, he successfully represented California homebuilders on important environmental policy, including water supply planning, conservation, groundwater management, endangered species, water quality, and storm water management issues.

Mr. Cruz began his career in the California State Legislature with the Honorable Hilda L. Solis, a former State Senator and U.S. Labor Secretary. In this role, he advised the Senator on critical public policy matters in the areas of labor and employment, education, and public safety.

David Quintana, Partner

David Quintana’s professional history spans over 15 years in and around the Capitol. With extensive expertise in a wide range of issue areas, Mr. Quintana provides clients with strategy development, policy analysis, relationship-building, campaign consulting, and direct lobbying services.

Previously, Mr. Quintana served as a Legislative Director in the State Senate and as a Consultant for the Senate Committee on Public Safety. Following his work in the Capitol, Mr. Quintana became the

Legislative Director for the California Nations Indian Gaming Association. He then used this experience in 2004 when he founded the California Tribal Business Alliance. Serving as its political director, Mr. Quintana has played an instrumental role in building the CTBA into a political force.

Mr. Quintana's reach extends into numerous sectors, including tribal gaming, labor, finance, energy, education, and high-tech/social media. With a comprehensive understanding of both politics and policy, Mr. Quintana is able to adopt effective strategies to meet each client's needs. The focus is not only on immediate results, but also on establishing lasting relationships to achieve the client's long-term goals.

Mr. Quintana is extremely active on the political and electoral front, in addition to legislative and lobbying efforts. He puts together independent expenditure campaigns on behalf of his clients and numerous other third house participants and provides his clients with comprehensive political strategies.

In 2015, for the sixth year in a row, Capitol Weekly named Mr. Quintana one of the Capitol's Top 100 "Major Players" in their annual list. In October of 2012, Mr. Quintana was a featured speaker for the Leadership California Institute's Candidate Forum 2012, where he advised incoming legislative candidates on politics and lobbying as part of the Sacramento Decision Makers panel. In addition, Mr. Quintana was featured on Comcast News Makers in November of 2012 to discuss off-reservation gambling in California.

Delaney Hunter, Partner

A veteran of lobbying and managing the state's regulatory landscape, Delaney Hunter's background includes almost 20 years of experience in political and governmental work in the state. Ms. Hunter is a leading expert in the energy arena with extensive experience working with the California Energy Commission (CEC), California Resources Board (CARB) and the California Public Utilities Commission (CPUC).

She began her political career in 1993 in the office of Senator Bill Leonard, staffing the Senator on energy and transportation related issues. She served as the sole Senate Republican staff to the historic conference committee on AB 1890 (Brulte) which restructured California's energy industry and worked in concert with district staff on the completion of State Route 30 (now 210) and the completion of the Caltran's District 8 headquarters in San Bernardino.

After five years with Leonard – spanning his time in the Senate and as Assembly Republican Leader – Ms. Hunter served as Legislative Director for the lobbying firm of Smith & Kempton/Smith, Kempton & Watts/Smith, Watts & Company (now known as Smith, Watts & Martinez, LLC). During her six-year tenure with the firm, she focused on energy, air quality, local government, transit, and transportation related issues, working with over 20 different private sector and public agency clients, and she assisted the firm's clients with countless pieces of legislation ranging from transportation and transit funding to the fallout from California's energy crisis.

In March 2005, she was appointed by Governor Schwarzenegger as the Director, Office of Governmental Affairs for the California Public Utilities Commission. In this capacity, she was responsible for managing the Commission's legislative agenda and political negotiations on key policies relative to energy, telecommunications, water, rail safety, and other transportation related issues. Here she gained strong

knowledge of investor owned utility issues both on energy as well as water. She oversaw the confirmation process for four of the Commissioners and played a key role in budget negotiations for the agency during her tenure.

Prior to co-founding GQHC, Ms. Hunter served as a Principal with the Dewey Square Group, launching their California lobbying practice and helping to expand the energy practice. Ms. Hunter was named as a member of the advisory board to the Institute for Advanced Technology and Public Policy at Cal Poly San Luis Obispo – a group headed by former Senator Sam Blakeslee.

Will Gonzalez, Partner

Will Gonzalez has over 15 years of legislative and political experience. In 2002, he established Gonzalez Public Affairs, which specialized in legislative advocacy for local government, environmental, and energy clients.

Prior to starting the firm, Will Gonzalez served in several senior legislative positions. As Legislative Director to then Assembly Member Darrell Steinberg, he helped secure \$180 million in state funding for CNG transit buses, expanded light rail service, and innovative air quality programs aimed at helping the Sacramento region meet its air quality attainment requirements. He also served as consultant to the Assembly Labor Committee. Upon leaving the Legislature, Mr. Gonzalez joined Ford Motor Company as the Governmental Affairs Manager for the Western United States, where he lobbied on behalf of the company and the Alliance of Automobile Manufacturers in California and twelve other states.

Mr. Gonzalez is credited with securing tax incentives and monetary grants for electric and alternative fuel vehicles worth over \$10 million while he was with Ford Motor Company. He provided political communications services to Ford in response to the Explorer-Firestone crises, the costliest vehicle recall in company history. Mr. Gonzalez decided to form his own business in order to focus on his local government and environmental interests.

Mr. Gonzalez has developed a solid track record on budget and policy matters for his clients since beginning his practice twelve years ago. He secured over \$14 million in funding for the Sacramento Area Council of Governments, and this year led a coalition effort to authorize over \$3.5 billion in state funding for low to zero-emission cars and trucks. On behalf of the Sacramento Municipal Utility District (SMUD) in 2009, Mr. Gonzalez worked with Senate Pro Tem Darrell Steinberg on his landmark Bay Delta legislation to ensure SMUD's non-consumptive water rights were protected. In 2008, Mr. Gonzalez secured \$40 million in Proposition 1B and 1C funding for the City of Sacramento's development of a transit hub located on a Superfund site.

Additionally, on behalf of Facebook, Mr. Gonzalez has successfully blocked three separate legislative efforts that would have forced Facebook to censor the information posted by their users. Few lobbyists in Sacramento can match Mr. Gonzalez's knowledge or winning track record on behalf of public, non-profit, and private sector clients.

Anna Alvarado, Lobbyist

Anna Alvarado joined Gonzalez, Quintana, Hunter & Cruz, LLC in 2017 as a Legislative Advocate and brings with her 5 years of legislative experience. Before leaving the Capitol, Anna served as a policy analyst for Senator Jim Beall. She staffed numerous bills, committees, and policy areas; including women's rights, K-12 and higher education, animals, Latino community issues, immigration, veterans, transportation, environment, and human services. Anna also worked diligently to ensure the passage of a state audit request relating to mental health services in schools, spearheaded a coalition of district leaders and state departments to secure over \$30 million dollars in Career Technical Education funding, and successfully negotiated the passage and Governor's signature on many diverse bills.

Prior to working for the Legislature, Anna worked for a robust congressional campaign in the central valley. She served as the Latino outreach coordinator and assisted in managing fundraising operations. Anna was able to organize events for 100+ Latino community members and also provide Spanish translation for all campaign materials.

Anna graduated from the California State University of Fresno with two bachelor's degrees in Political Science and Chicano studies. There, she volunteered her time advocating against domestic violence as a member of Sigma Alpha Zeta Multicultural Sorority Inc., a non-profit student organization. Upon graduating, she returned to her hometown of San Jose where she became a 5th grade after-school teacher at her former elementary school. Anna continues to support her alma mater and her community in San Jose.

Steve Shea, Former GQHC Principal

In November 2015, Steve Shea joined GQHC following a 30-year career in public service. Steve brings to the firm extensive policy and political experience in the areas of taxation, local government, economic development, and the state budget and appropriations processes.

As policy consultant to the President pro tempore of the state Senate over the past six years, Steve served as a key strategist and negotiator on legislation enacting the Cal-Competes, aerospace and film tax credits, as well the state sales tax exemption for manufacturing equipment and online retailer use tax compliance. Steve also contributed to legislative efforts to minimize the fiscal impact of the dissolution of redevelopment agencies on local governments, including the recently enacted SB 107.

From 2007 through 2009, Steve served as Chief Deputy and Acting Board Member of the state Board of Equalization. Steve managed offices in Sacramento and Los Angeles and was responsible for adjudicating corporate and personal income tax appeals, administering the sales and use tax; and overseeing the Board's \$450 million budget and 4,000 employees.

From 1999 through 2006, Steve served on the staff of the Assembly Appropriations Committee, where he was responsible for evaluating legislation on taxation, local government, pensions, labor, housing, banking and insurance. Earlier in his career, Steve served as Director of Research for the California Debt and Investment Advisory Commission and on the staff of the Legislative Analyst's Office. Steve holds a Master of Public Policy degree from the University of Michigan and a BA in Economics from Merrimack College.

Grant Writing Team

At California Consulting, we operate using a collaborative approach to grant writing. All individuals listed below are highly successful grant writers with an excellent track record.

Danielle Sotelo is our Deputy Statewide Grants Manager and assists with keeping our grant program running smoothly. Danielle has been with California Consulting for 8 years. She has constructed almost 270 federal, state and private foundation grants for school districts, cities and non-profit organizations. Danielle is directly responsible for writing and submitting grants that has resulted in over \$7 million in awarded grants for our clients. She has administered state and federal grants to meet all reporting requirements. Danielle earned her Bachelor of Arts degree in International Relations with an emphasis in Political Science and a minor in Philosophy from Pepperdine University. She has worked in the office of a U.S. Congressman, has worked in Washington D.C. for the Guatemala Human Rights Commission, and has taught at San Joaquin Valley College in Fresno.

Ann Vermel is a Project Manager in Central California. Ann is an executive coach and professional writer serving the Community Benefit sector. She has extensive experience in development and executive management of nonprofit organizations, with special emphasis on the arts, higher education and community service organizations. Her background includes service as Executive Director of the Rhode Island State Council on the Arts, Artistic Administrator at the San Francisco Opera and Director of Development for the General Libraries at the University of California Berkeley, Director of Corporate and Foundation Relations for Menlo College and Director of Development for De Anza College. She was a founding officer of the National Assembly of State Arts Agencies, and has served as a grants reader for the National Endowment for the Arts, the National Endowment for the Humanities, the Department of Justice. Since returning to the Central Valley, she has worked with a broad cross section of the Valley's community service organizations. As a development professional and consultant her leadership has raised more than \$72 million for her clients. Ann has a BA from Barnard College and an MFA from California State University Fresno. She has a Certificate in Arts Administration from the Harvard Graduate School of Business and is retired as a Certified Fund Raising Executive. She is currently a fellow of Creating the Future. She lives in Fresno, California.

Dana Leusch, is a Project Manager. Dana joined our team in 2012. She has more than 15 years of experience in grant writing for non-profit organizations and freelance writing and reporting for newspapers and magazines. As development coordinator for an organization in the Rocky Mountains serving at-risk youth, her successful grant writing and fundraising led to the creation of a home for at-risk and homeless adolescent girls, which has since housed hundreds of teens in need. Dana has written over 75 competitive federal, state, and private foundation applications. Dana earned her Bachelor of Arts degree in history from the University of California, Santa Barbara, and a Master's degree in women's history from the University of Montana.

Adam Rush, is a Project Manager. Adam received his Bachelors of Arts from Claremont McKenna College in Government and Political Philosophy and a Master's Degree in American Politics from Claremont Graduate University. Mr. Rush is a member of the American Institute of Certified Planners (AICP), the American Planning Association (APA), and Association of Environmental Professionals (AEP). Mr. Rush's land use and environmental career began at the County of Riverside Planning Department in 2003, where

he served ten years and left to join private practice in 2013. In addition, Mr. Rush participated in the grassroots incorporation effort for the Eastvale Incorporation and was honored to serve as the first Mayor for the City of Eastvale in 2010. Mr. Rush now serves as a member of the Eastvale City Council.

SCOPE OF WORK

GQHC proposes a wide range of services to meet the needs of the City of Huntington Park and achieve excellent client satisfaction. If selected, we would develop an innovative approach to zero-in on the key issues. Shortly after beginning, we would convene for a strategy session to develop this plan, including expected accomplishments and a timeline. At a minimum, we propose:

- Developing a clear communication plan between GQHC and the City. We recommend that this include a regularly scheduled conference call, along with written reports in a helpful format and frequency. Daily email responses, routine bill reports, frequent activity reports, and weekly conference calls with the GQHC assigned partners and relevant staff would ensure a timeliness of response to the City's Legislative Advocate, Director of Intergovernmental Relations, and other City Staff.
- Delivering bi-weekly staff reports that include tracked bills that are of relevance to the City, ongoing projects and status updates of GQHC efforts, and other information, as requested by the City. GQHC will tailor the reporting systems to the needs of the City and provide information in a manner that works best and most efficiently for City Staff. While GQHC is open to accommodating the City's preferences, our standard method of transmitting requests is via email and phone.
- Building relationships with legislators and administration officials. We suggest meeting with key members of the legislature shortly after contract commencement to touch base on your priorities and concerns. GQHC will make meeting recommendations, schedule arrangements, and strategize on the messaging in advance. This approach ensures that we have laid the groundwork for your bill proposals throughout the year.
- Monitoring, tracking, and analyzing proposed new laws and regulations along with providing general advocacy on legislation of interest to the City of Huntington Park.
- Representation of the City at policy-related meetings, conferences, events, regulatory proceedings, legislative hearings, and other appropriate venues to deliver comments and testimony, providing you with a consistent and trustworthy visible presence in Sacramento.
- Reporting actions taken at all appropriate legislative committee hearings and meetings in a timely fashion. We would ensure that the City is kept up-to-date on key legislative matters, as well as political happenings and opposition activity.
- Consulting and developing strategic documents, position letters, and background papers throughout the duration of the contract, allowing the City's voice to be heard by policymakers and stakeholders. These materials will always be approved by the City in advance.

California Consulting is a professional grant writing firm offering grant research and identification, preparing complete grant application packages, submitting grants in a timely fashion, monitoring grant progress while pending, and post award reporting and administration. California Consulting has a fundamental business philosophy founded on open communication and tailoring the grants that we go after to fit the client's needs.

1. **Funding Needs Analysis and Needs Assessment** (Meetings with City Department Heads to review priorities and funding needs): We learn about the client at the outset of the contract by conducting an in-depth Needs Assessment at the City. Each client is assigned a lead Project Manager and they meet with the client regularly and talk with them on an ongoing basis. This relationship building is the key to keeping the grants pursued on target with the client's overall goals.
2. **Grant Research and Identification**: Our Project Manager's conduct thorough research on an ongoing basis. We have several grant related search engine and ListServ websites we subscribe to in order to research all current and upcoming Federal, State and Private Foundation grants. We track current and upcoming grants in order to let our clients know what is available and what we recommend would fit their situation. By regularly tracking grant announcements, we are able to present these grant opportunities to our clients as soon as they are released.
3. **Notification of Grant Opportunities**: Based on the identified needs during the initial Needs Assessment and through ongoing communication, your Project Manager will provide you with grant opportunities on a regular basis. These opportunities will be communicated through email, phone communication, and in person meetings. Your Project Manager will identify the grant opportunities that align most closely with the City's needs and can determine which grants the City has the best chance of getting awarded based on criteria.
4. **Strength or Competitiveness of City's Grant Capacity**: Your Project Manager will be able to assist the City in deciding which grants make the most sense on meeting the funding needs identified. The Project Manager will be able to advise the City on the strength of the City's project when competing for the grant.
5. **Grant Development Process**: We will write all sections of the grant application, unless otherwise directed by the City. We take your thoughts and ideas and turn them into a reality. By learning about your history, your needs and how the award will positively impact the City, we are able to communicate that information with a clear and concise grant package to get the agency's attention.
6. **Creating a Timeline**: When your staff and California Consulting agree to develop a grant proposal, we will develop a checklist and schedule. The checklist and schedule will include what things the City will be responsible for and when we will need them submitted to our office. We need your staff involved in the grant preparation process to provide required information we don't have access to. The more engaged you are able to be in this process, the higher quality the application will be.

California Consulting retains copies of all grants we have submitted. If the application was successful, we use it as a guide for future grants.

Below is a list of general tasks for our grant process:

- a. Create a task timeline with due dates
 - b. Contact the funding agency to ensure project meets their criteria and timelines
 - c. Review similar successful grant applications and apply where possible
 - d. Collect information on the project, i.e. data, photos
 - e. Meet with staff to create an accurate scope of work, budget, timeline, narratives, and cost analysis
 - f. Attend pre-proposal conferences, webinars, as necessary
 - g. Coordinate with local agencies and organizations as needed when applying for collaborative grants
 - h. Obtain letters of support when necessary
 - i. Work with City Staff to determine if City Council approval is required for submission and work with staff to prepare staff report for City Council
 - j. Draft proposals and send to staff for review
 - k. Incorporate staff edits in final drafts
 - l. Ensure grant application is in the appropriate format with the required number of copies and all other grant requirements are met
 - m. Submit completed application timely
 - n. Monitor funding agency until grant awards are announced
 - o. Obtain agency feedback if grant is not awarded and provide City with findings and advice on future applications
-
7. Grant Review and Approval Process: California Consulting takes pride in our impeccable grant applications. We have been successful in this area due to our thorough quality assurance measures. Our Grant Managers conduct regular group meetings along with individual meetings with all Project Manager to review each client. These meetings thoroughly discuss the client's needs, what grants are being worked on, and what additional grants may be a good fit. The review processes we use ensures the best quality product prior to final submission.
 8. Facilitation of Partnership Meetings: Our Project Managers will arrange and schedule meetings with key City personnel to review all grants prior to submission to ensure application accuracy.
 9. Timely Submission: We create a precise timeline to ensure the grant is submitted on time. This timeline not only captures the submission deadline, but progress deadlines in order to obtain the information needed for a quality submission.
 10. Follow up after Proposal Submission: California Consulting will monitor the granting agency for notification of awards after the grant is submitted.
 11. Grant Administration and Reporting: Some grants require post award compliance, reporting, and grant administration. California Consulting will prepare required agency reports and submit them by the required due date. We propose that to the extent legally allowed, the City hire California Consulting as grant administrators when dollars are available from within the grant (at no additional

cost to the City). When grant dollars from the grant are not available for administration, reporting and evaluation purposes we will provide these services at the proposed hourly rate.

12. Monthly Reporting: California Consulting will prepare a monthly report for the City reflecting grants in progress, grants submitted, grants awarded and upcoming grants. This will provide the City with a clear strategy on reaching funding goals. The report is useful for the City Manager to monitor the current strategy and make adjustments as needed. Additionally, the report is helpful as it provides an overview of the return on investment.

TIMELY RESPONSES

GQHC will ensure timely responses to all inquiries and responses from the City. To maintain an open line of communication, GQHC will establish a regularly occurring call, at an interval that is most convenient for City staff. In addition to a regular call, GQHC will send bi-weekly reports to City contact that outline current projects, next steps, and other action items.

RELEVANT EXPERIENCE

GQHC offers the following examples as demonstration of our experience and ability to fulfill the services requested in this RFQ.

City of San Jose (2016 to Present)

GQHC began representing the City of San Jose during the last legislative session. Throughout that time, the GQHC team continues to cover a range of policy issues for the City and has championed the City's voice in the halls of the State Capitol. Specifically, on issues related to transportation funding, cap and trade, and housing, GQHC worked with our delegation and legislative leadership to advance the City's positions. Furthermore, the team has taken the lead in supporting the City's Vision Zero campaign to end all traffic related deaths by 2020, which includes the advancement of legislation related to automated speed enforcement. While working on this bill, GQHC has performed outreach inside and outside the Capitol to garner support for the bill, communicated closely with potential opposition to neutralize their concerns, held stakeholder meetings to work on amendments, and advocated for the bill's passage with the appropriate committee members and consultants. Furthermore, GQHC manages and tracks thousands of bills for the City and has helped move forward specific sponsored legislation in support of the City's overall goals. Our most recent victory was leading the charge to halt SB 649 (Hueso), a bill that would have stripped local authority and discretion by eliminating consideration of aesthetic and environmental impacts of "small cells".

San Mateo County (2010-Present)

Steve Cruz has served as the state lobbyist for the County of San Mateo for the last six years. In this role, he successfully manages a long list of legislative and regulatory matters. In any given legislative year, Mr. Cruz tracks and lobbies hundreds of bills in a wide range of policy areas, including health and human services, public safety, employee relations, pension, transportation, and taxation. Among his many successful efforts, Mr. Cruz defeated legislation sponsored by card clubs and gaming interests that threatened a County-operated satellite wagering facility.

Mr. Cruz has been actively engaged in legislation that aimed to support reliable, predictable, and equitable funding support for the county. Specifically, in light of State Budget deficits, the County's priorities were to protect funding for current safety net programs, to prevent further loss of local revenues, prevent cost shifts to local governments and prevent reductions in County programs without a corresponding change in service responsibility. Mr. Cruz also has a thorough understanding of tax policy and successfully fought proposed changes to property tax allocations that would eliminate and/or reduce revenues to counties.

Steve Cruz has worked with San Mateo County on a variety of public safety related initiatives. In 2012, Mr. Cruz worked on AB 2102 by Assemblymember Hill which provided a preference for "project readiness" for Phase 3 of AB 900 Local Jail Construction Financing. The criteria for readiness included factors such as site control, dedicated financing, and CEQA approval. AB 2102 stalled, but the readiness criteria was included in budget bill language (SB 1022, 2012) later enacted.

In 2013, Mr. Cruz successfully pushed a county sponsored budget request that provided San Mateo and two other counties \$1.8M for reimbursement for triple flip and VLF funding shortfalls. Without the change, the state would have short changed the County of its promised share of property tax growth as a replacement for the lost VLF payment. Department of Finance was initially opposed to budget language, but Mr. Cruz worked staff to reach a compromise. We initiated budget discussions with Department of Finance in October 2012 and funds were included in 2013-14 final budget act approved in June 2013. In 2014, Mr. Cruz was successful once again in securing state reimbursement for the county's triple flip deficiency. The total amount was \$10.9M.

Sacramento County (2014 to Present)

Mr. Cruz has advocated on behalf of the County's interests on a myriad of policy issues throughout the last legislative session, including public safety, retirement systems, health care, transportation, housing, and other local government related legislation. Most recently, GQHC successfully guided AB 1716 by Assembly Member McCarty, a County sponsored bill, through the legislative process. This bill establishes a program underneath the Wildlife Conservation Board to provide funding to preserve and improve the Lower American River Conservancy in Sacramento. AB 1716 was signed by the Governor, and Mr. Cruz was instrumental in ensuring the bill passed through the Legislature and was received favorably by the Administration.

Furthermore, in 2015, GQHC guided another County sponsored measure through the State Legislature. AB 652 authorized the California Transportation Commission to relinquish specified portions of State Highway Route 16 to the County of Sacramento. The bill was ultimately signed by the Governor and provided more local control to the County to manage this highway segment in a manner that is consistent with the County general plan. Mr. Cruz was instrumental in ensuring this bill passed through policy and budget committees in both houses, and was presented to the California Transportation Commission.

City and County of San Francisco (past client)

Steve Cruz previously served as the Chief Legislative Representative for Mayor Willie L. Brown and the City and County of San Francisco where he advanced an ambitious legislative agenda and utilized his vast knowledge of the policymaking and the state budget processes to secure state funding for vital programs and services. He worked with 96 city department and commissions to develop the City's annual legislative

platform and carry out its implementation. Mr. Cruz managed the contract lobbying team in Sacramento and frequently testified before policy and fiscal committees on behalf of the Mayor and Board of Supervisors.

In addition to his extensive in-house experience representing the County, he also represented the County in Sacramento. From 2000-2002 served as City's contract lobbyist. In this role, Mr. Cruz continued to advise and develop legislative strategy for the Mayor's Office and Board of Supervisors on state legislative and regulatory matters. During his tenure, Mr. Cruz spearheaded a number of significant legislative victories for the City and County of San Francisco including:

- Legislation establishing the Treasure Island Development Authority
- CEQA relief for major infrastructure and stadium projects
- Secured millions of dollars in state budget for city parks and recreational facilities

The City of Yuba (past client)

When the Legislature acted to eliminate redevelopment agencies in California, the City of Yuba was obligated to pay \$8 million in debt service for bonds previously held by the former RDA. Though a final decision is still pending, Mr. Cruz was successful in getting the state DOF to reconsider its prior action.

Santa Clara Valley Transportation Authority (2011-Present)

GQHC currently represents the Santa Clara Valley Transportation Authority (VTA) and has managed a variety of legislative and administrative needs of the agency, most specifically around sponsored legislation of interest to VTA regarding highway improvements and working collaboratively with other transit operators on critical issues surrounding transit vehicles, cap and trade revenue allocations, addressing metal theft, and implementing innovative changes to the Transit and Intercity Rail Capital Program.

The City of Sacramento (past client)

The City of Sacramento was facing the daunting task of redeveloping a former rail yard Superfund site in the heart of downtown. GQHC was brought in to secure \$40 million in Proposition 1B Transportation funding to pay for realignment of railroad tracks, new roads and grade separations. GQHC organized a formal coalition and grassroots support for the funding request and worked with Senate Pro Tem Darrell Steinberg to ensure the funding was supported in the Governor's office. GQHC successfully secured the \$40 million in funding and the project is currently under development.

Sacramento Area Council of Governments (past client)

GQHC was retained by the Sacramento Area Council of Governments to work with the agency's six county and twenty-two city member board of directors to develop a legislative strategy opposing a local government tax sharing bill that was making its way through the legislature. GQHC worked closely with SACOG member jurisdictions to develop consensus around an opposition strategy that resulted in a complete rewrite of the legislation that was ultimately supported by SACOG.

California Consulting has provided a partial list of government agencies that we have obtained grant awards for:

Client	Grant Awards
City of Reedley	\$2,510,723
City of Waterford	\$2,052,449

City of Yuba City	\$854,002
City of Patterson	\$3,256,916
City of Newman	\$277,166

Since January of 2015 alone, California Consulting has generated over \$10 million for our clients through grant awards. Example grants for our municipal clients in 2015 are Land Water Conservation Fund, MLB Baseball Tomorrow Fund, CalFire Greenhouse Gas Reduction, California Department of Housing and Related Parks, Fire Prevention, CalRecycle Tire Derived, Transportation grants, and Air Pollution Control.

Grants Awarded for City of Waterford:

1.	PetSmart Free Roaming Cat TNR Grant	\$100,000
2.	CalRecycle Tire Derived	\$17,438
3.	SJVAPCD Public Benefit Grant	\$40,000
4.	SJVAPCD New Alternative Fuel Vehicle	\$10,888
5.	Abandoned Watercraft Abatement Fund	\$13,000
6.	Responsive Grants Program	\$9,600
7.	CalFire Green Trees for the Golden State	\$32,689
8.	Prop 84 California Rivers Parkway	\$1,478,340
9.	State Legislated Safe Routes to Schools	\$232,600
10.	CalFire Urban Forestry Inventory Grant	\$35,644
11.	CalRecycle Tire Derived	\$82,250

Grants Awarded for City of Patterson:

1.	CalFire Urban & Community Forestry Greenhouse Gas Reduction Fund	\$150,400
2.	FEMA Fire Prevention and Safety	\$1,800
3.	FM Global Fire Prevention Grant	\$1,800
4.	Foundation for Youth Investment (FYI) Impact Fund	\$40,000
5.	CalFire Leafing Out Grant	\$51,544
6.	Energy Conservation Assistance	\$2,876,172
7.	State Legislated Safe Routes to Schools	\$135,200

Grants Awarded for City of Newman:

1.	Bullet Proof Vest Partnership Program	\$2,583
2.	Sierra Health Foundation Responsive Grants Program	\$15,000
3.	Tony Hawk Skate Park Grant	\$5,000
4.	SJVAPCD New Alternative Fuel Vehicle	\$100,000
5.	CalRecycle Tire Derived	\$122,545
6.	CalFire Green Trees for the Golden State	\$32,038

CUSTOMER SATISFACTION

GQHC prides itself in maintaining and exceeding our client's needs. The constant, and always open, line of communication allows our clients to express any concerns or reservations that may arise. Establishing

weekly calls between City staff and the GQHC team will allow our firm to routinely measure customer satisfaction. Although our hard-work and communication will create an excellent relationship for us to advocate for the City's legislative goals, if there was ever a concern of underperformance, GQHC would dedicate additional employees and resources to help resolve any concerns. Our team's breadth and diversity allows us to tap into different areas of expertise and a range of different contacts to innovatively resolve any satisfaction related apprehensions and to ensure that the firm successfully exceeds the City's expectations.

Additionally, GQHC does not have any prior or ongoing incidents of defaulting or failing to perform in accordance with our contracts or client agreements, nor does our firm or partners have any civil or criminal litigation pending. The firm is also not currently in litigation with any entities, public or private, nor has it ever been.

California Consulting establishes open communication with clients at the outset of the relationship. We provide each client with a specific Client Retention staff member that regularly meets with the client. Our Grant Management Team meets with Project Manager's twice monthly to review client projects and offer advice and support. In addition, California Consulting has an open-door policy allowing client's the comfort of contacting our Director of Operations and Owner at any time to voice concerns.

FEE PROPOSAL

GQHC develops budgets based on a monthly retainer for the proposed lobbying services. We propose a monthly retainer of \$4,000 for this endeavor, plus reasonable expenses. This includes basic office supply costs. We do not estimate much in the way of travel. If GQHC is required to attend meetings outside the greater Sacramento region, we may submit an invoice for travel expense, according to the current IRS reimbursement standard.

California Consulting, LLC can offer grant research, grant identification, grant writing and grant administration services for the City of Huntington Park at the rate of \$95 per hour plus reimbursement of out of pocket expenses. Once the City of Huntington Park has chosen a grant to pursue, we will provide the City with an approximate cost for the grant based on the time it will take to complete the grant at the hourly rate. We will provide a "not to exceed amount" to include any expenses prior to beginning work on the grant.

REFERENCES

GQHC

San Diego County Water Authority

Contact: Glenn Farrel, Government Relations Manager

4677 Overland Avenue

San Diego, CA 92123

Phone: (916) 492-6074

GFarrel@sdewa.org

San Mateo County

Contact: Connie Juarez-Diroll, Legislative Director
455 County Center
Redwood City, CA 94063
Phone: (650) 599-1341
CJuarez-Diroll@co.sanmateo.ca.us

City of San Jose

Contact: Scott Green, Senior Policy Advisor
200 E Santa Clara Street
San Jose, CA 95113
Phone: (408) 623-3959
Betsy.Shotwell@sanjoseca.gov

Sacramento County

Contact: Natasha Drane, Governmental Relations & Legislative Officer
700 H Street
Sacramento, CA 95814
Phone: (916) 874-4627
DraneN@sacounty.net

California Consulting, LLC**City of Montebello**

Contact: Francesca Tucker-Schuyler, City Administrator
Phone: (323) 889-9414
FSchuyler@cityofmontebello.com

City of Upland

Contact: Rod B. Butler, City Manager
Phone: (909) 931-4102
RButler@ci.upland.ca.us

City of Newman

Contact: Michael Holland, City Manager
Phone: (209) 862-3665
MHolland@cityofnewman.com

City of Patterson

Contact: Rod B. Butler, Former City Manager
RButler@ci.upland.ca.us
Contact: Ken Irwin, Current City Manager
Phone: (209) 895-8015
KIrwin@ci.patterson.ca.us

City of Waterford

Contact: Tim Ogden, City Administrator/Manager

Phone: (209) 874-2328 x103

TOgden@cityofwaterford.org

City of Yuba City

Contact: Brad McIntire, Parks and Recreation Director

Phone: (530) 822-4652

BMcintir@yubacity.net

Whittier City School District

Contact: Dr. Ron Carruth, Superintendent

Phone: (562) 789-3068

RCarruth@whittiercity.net

Kosmont Companies

Contact: Larry Kosmont, CEO

Phone: (213) 417-3333

LKosmont@kosmont.com

League of California Cities, Los Angeles Division

Contact: Robb Korinke, Former Executive Director

Phone: (562) 912-3483

Robb@grassrootslab.com

November 3, 2017

City of Huntington Park
Office of the City Clerk
Attention: Donna G. Schwartz, City Clerk
6550 Miles Avenue
Huntington Park, CA 90255

Re: RFQ – Government Consulting and Advocacy Services relating to dissolution of
Redevelopment Agency

Dear Ms. Schwartz:

Nielsen Merksamer Parrinello Gross & Leoni LLP (Nielsen Merksamer) is pleased to present this proposal for **Government Consulting and Advocacy Services** for consideration by the City of Huntington Park (City).


Nielsen Merksamer is a bipartisan law firm specializing in government and political law and related litigation. We have grown steadily in our governmental advocacy practice over the last 40 years and currently represent a vast array of clients in the legislative and regulatory arenas in Sacramento, including industry associations, counties, local government agencies, multiple "Fortune 500" companies, health care interests, and at least five professional associations. We have extensive experience representing cities and counties, including previously representing the California Redevelopment Association and being the lead Sacramento firm that successfully assisted the City of Vernon in fighting against disincorporation efforts.

Our depth of experience in government law issues is significant as is our understanding of the history and complexity of issues faced by redevelopment agencies. As a result of our prior and ongoing work with regards to local government and redevelopment issues, Nielsen Merksamer is uniquely positioned to provide effective government consulting and advocacy services regarding issues directly affecting the City as a result of the dissolution of its Redevelopment Agency. Additionally, because most of the principals at Nielsen Merksamer are attorneys, we are able to provide our clients with substantive drafting and all the work we do on behalf of City of Huntington Park would be protected by the Attorney/Client privilege. In fact, we believe this is a function that distinguishes us from most other lobbying firms.

We respectfully submit this proposal for your consideration. This submission shall remain valid for a period of not less than ninety days from the date of submittal. If you have any questions, please do not hesitate to contact us.

Most cordially,


Kurt Oneto


Ben Palmer

SECTION A: INTRODUCTION

Nielsen Merksamer is a law firm specializing in government and political law and related litigation. We are organized as a limited liability partnership and have grown steadily in our governmental advocacy practice over the last approximately 40 years. We currently represent approximately 80 clients in the legislative and regulatory arenas in Sacramento, including numerous local government entities, and multiple "Fortune 500" companies, health care interests, and various non-profit associations.

As a result of the breadth and diversity of our client base, we are at the forefront of many major issues in this State. We are currently involved in matters ranging from transportation and government finance to water policy and health care. We have also been involved in advocacy and litigation on statewide budget issues on behalf of local government and transportation agencies:

- Nielsen Merksamer was counsel to the statewide campaign (CSAC, the League of California Cities and the Special Districts Association) to enact Proposition 1A in order to protect local sales and property tax revenues and was heavily involved in the drafting of that measure.
- Nielsen Merksamer was counsel to the "Yes on 22, Californians to Protect Local Taxpayers & Vital Services Committee," the committee formed by the League of California Cities and others to pass Proposition 22.
- Nielsen Merksamer represented the California Redevelopment Association in its fight to preserve redevelopment in California.

Our firm prides itself on a thoughtful, substantive approach to legislative advocacy, relying on our legal and strategic skills as well as the credibility we have developed over the years. Nielsen Merksamer provides both the expertise and the solid relationships necessary to bring continued and additional success. We have considerable experience in forging coalitions to support our clients' interests, and are experienced in finding allies to assist our clients' legislative agenda.

Because members of the firm are from both political parties, all of whom have been active in politics and government for many years, we have excellent relationships with both sides of the aisle. Indeed, the ability to work well with Democrats and Republicans is a necessity in representing clients with a diversity of interests. Our depth of experience in government law issues is also important. Our firm's members include a former Chief of Staff to a Governor, a former Assistant Controller, a former Chief Administrative Office of the California State Assembly, a former Chief Deputy Legislative Secretary to a Governor, former consultants to several legislative committees, and members of the Attorney General's office, including a former Special Assistant Attorney General and Chief Assistant Attorney General.

Because of the issues raised by our existing clients, we work with almost all of the members of the Legislature and with most of the legislative policy committees on an ongoing basis. We also have substantial experience in the budget process as it affects local government. On behalf of local entities, we have been active in the fight to protect local revenues and avoid additional mandates, and have also successfully lobbied hundreds of bills concerning public safety, health and welfare, redevelopment, transportation, and other local government concerns.

SECTION B. PERSONNEL

Subject to discussions with you, the City of Huntington Park would be primarily represented by four members of the firm: John Moffatt, Kurt Oneto, Ben Palmer, and Michelle Rubalcava. Ben Palmer will be your primary contact and would coordinate Nielsen Merksamer's efforts on the City's behalf. Other members of firm may also consult with, and represent the City, as necessary, if specialized expertise is required.

BEN PALMER is a lawyer /legislative advocate specializing in issues relating to the administration of justice, regulation of business activities as well as privacy and electronic communications. Prior to joining Nielsen Merksamer, Mr. Palmer served as chief counsel for the Senate Judiciary Committee where he worked for ten years.

KURT ONETO is a partner practicing a wide range of government and election law-related matters including initiatives and referenda, legislative and budget procedure, ballot measure and statutory drafting/interpretation, state constitutional matters, procurement and licensing, local government, and state and local taxation. Kurt is a member of both the firm's government law and litigation practice groups. He was also the principal author of the portions of Proposition 22 (2010) dealing with Cal. Constitution Articles XIX, XIX A, and XIX C—which have protected billions of dollars of transportation funding for local governments across the state.

JOHN J. MOFFATT is a partner/ legislative advocate specializing in green chemistry, food, water, environment and transportation issues. Prior to joining Nielsen Merksamer, Mr. Moffatt served in the administration of Governor Arnold Schwarzenegger as Chief Deputy Legislative Secretary and Deputy Legislative Secretary. In that capacity, he was responsible for helping develop and negotiate the annual budget as well as the Administration's major policy initiatives. He was also responsible for developing, managing, and negotiating the Administration's policies and positions on all legislative issues and initiatives pertaining to the California Environmental Protection Agency, the California Natural Resources Agency, the California Department of Food and Agriculture and the California Public Utilities Commission.

MICHELLE RUBALCAVA is an attorney/legislative advocate and will be joining Nielsen Merksamer on December 1, 2017 as Senior Counsel. Michelle has a diverse background in the legal and political arenas having served as in-house counsel and

lobbyist for Los Angeles County and the California Medical Association. Prior to that, Michelle spent six years as a contract lobbyist and seven years as a Legislative Director in the California Legislature.

In addition to John, Kurt, Ben and Michelle, listed below are our other team members who are available to assist if we need more "boots on the ground" in a Capitol lobbying effort or to provide their issue area expertise based on the subject matter of a particular piece of legislation, regulation or legal issue.

STEVE MERKSAMER is the senior government law partner and heads the firm's Government Law practice. He is also a member of the firm's management committee.

A recognized expert in government and administrative law and the initiative and referendum process, Mr. Merksamer has served as counsel and a senior strategist to well over one hundred statewide and local initiative and referendum campaigns. Mr. Merksamer also advises CEOs and General Counsels on complex regulatory and administrative law matters, including matters relating to the California Legislature and Executive branch.

Mr. Merksamer has had a most distinguished career in public service. Mr. Merksamer served as the Chief of Staff to Governor George Deukmejian, a position which he held from 1983 to 1987. As Chief of Staff, Mr. Merksamer served as a member of the Governor's cabinet, chaired the cabinet in the Governor's absence, oversaw the Governor's cabinet and staff, and directed day-to-day operations of the state government. Mr. Merksamer also chaired and directed the transition between the Brown and Deukmejian administrations. Prior to that, he was the Special Assistant Attorney General of the State of California, serving as the Attorney General's senior counselor and policy advisor. In that capacity, Mr. Merksamer advised the Attorney General on the principal litigation conducted by the Civil, Public Rights and Criminal Law Divisions.

He previously served as a California Deputy Attorney General where he regularly appeared before administrative law judges and the courts, and was a member of the specially-selected litigation team that successfully defended the constitutionality of Proposition 13 before the California Supreme Court. *Amador Valley Joint Union High School District v. Board of Equalization*, 22 Cal. 3d 208 (1978).

He has served on the Board of Governors of the Hoover Institution on War, Revolution and Peace at Stanford University and the Rose Institute of State and Local Government; and on the Board of Directors of the Governor's Residence Foundation, the California Museum, and the California Musical Theatre.

JAMES (Jim) S. GROSS is a partner/legislative advocate specializing in health issues, and local government issues. He is the lead advocate representing more than 20

health care clients, including hospitals, medical professionals and suppliers of goods and services.

GENE ERBIN is a partner/legislative advocate specializing in environmental, waste and recycling, transportation and banking and finance issues. Additionally, Mr. Erbin has written numerous statewide initiatives and played key roles in many other statewide initiative campaigns. Mr. Erbin is intimately familiar with, and involved in, the leading environmental issues confronting California, including greenhouse gas emission reduction efforts, related pollution reduction issues, and environmental justice and social equity matters.

ERIC J. MIETHKE is a partner/legislative advocate and one of California's leading experts on California state and local tax law, and for more than a quarter century has led the State & Local Tax Advocacy practice at Nielsen Merksamer. A former Legal Counsel to a member of the Board of Equalization and Franchise Tax Board, he has decades of experience in handling the most difficult tax issues before those Boards as well as the Employment Development Department, local agencies and assessment appeals boards and the courts. As a registered lobbyist, he is also able to craft strategies that integrate legislative and regulatory and initiative/referenda elements that have led to tremendous victories by our clients.

CATHY CHRISTIAN is a partner/legislative advocate experienced in many aspects of government law. She has represented local government, media, education, and insurance interests before the Legislature and has been counsel to statewide initiative campaigns. Ms. Christian has worked extensively with CSAC and the County Counsels' Association on fiscal and tax issues, and also tribal matters, including land use and environmental issues. As counsel to CSAC, she was a principal drafter of Proposition 1A protecting local revenues from redirection by the state.

RICHARD MARTLAND is an expert in government law. Prior to joining the firm as of counsel, he represented the State of California as an attorney for 29 years. He served for eight years as Chief Assistant Attorney General in charge of the Civil Division and was the Attorney General's principal legal advisor to three Governors. His areas of responsibility included general state government, business and tax, professional and vocational licensing, health and welfare, and tort and condemnation. He has also served as an Assistant Attorney General in charge of the Government Section.

ARTHUR SCOTLAND, retired Presiding Justice of the Court of Appeal, Third Appellate District, specializes in government law as Of Counsel to the firm. His judicial career included over 21 years on the Court of Appeal in Sacramento and almost two years as a Judge of the Superior Court of Sacramento County. Before his appointment to the bench in 1987, he served as Cabinet Secretary to Governor Deukmejian, 1983-1987, California Deputy Attorney General, 1976-1983, and Sacramento County Deputy District Attorney, 1974-1976.

After retiring from the Court of Appeal in 2010, he reactivated his license to practice law and represented the President pro Tempore of the Senate and the Speaker of the Assembly in a successful lawsuit against the State Controller, regarding the constitutional requirements for passage of a balanced budget bill. He then joined the firm in 2012.

MISSY JOHNSON is a legislative advocate specializing in health care (including the Department of Public Health), occupational licensing, consumer protection and general issues faced by businesses operating in California (energy, environment and land use). As such, she has extensive experience working for highly regulated industries and professions.

ANDREW M. LANGLEY is Nielsen Merksamer's Manager of Research for Legislation and Public Policy. Prior to joining the firm, Mr. Langley worked in the California State Legislature in the Senate Office of Floor Analyses where he analyzed bills that originated in the Insurance, Judiciary and Veterans Affairs Committees. Prior working in the Floor Analyses unit, Mr. Langley served in both houses of the legislature for twelve years in various capacities.

SECTION C. EXPERIENCE

Nielsen Merksamer is uniquely positioned to assist the City with regards to the Successor Agency, formerly the Community Development Commission, and the winding down of the City's Redevelopment Agency affairs. As noted above, the firm has extensive experience with regards to local government issues, including those related to redevelopment.

With regards to the scope of services, Nielsen Merksamer has decades of experience with local government issues and, as a law firm, is well suited to both consult as to the implications of issues related to the Successor Agency as well as analyze proposed legislation, propose options or alternatives, develop and execute advocacy efforts, provide guidance and political advice as well as set up meetings with key individuals to promote the City's agenda and the resolution of the successor agency's debt.

As you can see from our list of personnel above, many of our senior attorneys have held top positions in California state and local government, serving under elected officeholders of both major political parties. Others have served in important elected or appointed positions. As a result we have a thorough understanding of the governmental process at every level, and are able to anticipate and resolve issues arising in the Legislature and administrative and regulatory bodies.

Additionally, Nielsen Merksamer has for many years been at the forefront of major issues arising between the State and local governments. These include fiscal policy,

taxation, health and human services programs, public safety, redevelopment, land use and environmental issues. The firm represents numerous local jurisdictions, including counties, cities, and special districts, as well as the statewide organizations acting on behalf of those entities, both before the Legislature and in litigation.

As it relates to the specific issues addressed in the RFQ, Nielsen Merksamer served as outside legal counsel to the California Redevelopment Association for the better part of a decade.

Nielsen Merksamer was also a principal architect of Proposition 1A (2004) which protected local property tax revenues from state diversions; and Nielsen Merksamer also drafted the portions of Proposition 22 (2010) that added further protections for property taxes and local transportation funding.

SECTION D. CLIENT REFERENCES

Client References

City of Vernon – Nielsen Merksamer has represented the City of Vernon for nearly a decade. As background, on December 6, 2010, John A. Perez, then Speaker of the California State Assembly introduced legislation to require every city of a population of less than 150 people to be disincorporated unless the county board of supervisors took specific action. That bill, AB 46, targeted only the City of Vernon and passed the State Assembly by a vote of 62-7. On behalf of the City, Nielsen Merksamer lead Sacramento efforts against the legislation, successfully negotiated reforms, and assisted in the defeat of the bill on the floor of the California State Senate by a vote of 13-17. Nielsen Merksamer developed a successful strategy to stop the legislation, which was opposed by many entities, including local businesses and unions that would have been economically devastated by the passage of AB 46.

Contact:

Hema P. Patel, City Attorney
City of Vernon
4305 Santa Fe Ave
Vernon, CA 90058
hpatel@ci.vernon.ca.us
(323) 583-8811

City of Visalia - Nielsen Merksamer has proudly represented the City of Visalia in Sacramento for over the last six years, advocating for the city on a wide range of issues in both the legislature and at many executive branch agencies, including redevelopment related issues at the California Department of Finance.

Contact:

Mike Olmos, City Manager
City of Visalia
220 N. Santa Fe St.
Visalia, CA 93292
(559) 713-4332
mike.olmos@visalia.city

SECTION E. CONDITIONS

If awarded this contract, Nielsen Merksamer will provide evidence of applicable insurance coverage. More importantly, we are prepared to adhere to the Conflict of Interest provisions well as the Terms and Conditions listed in the RFQ.

As a law firm, Nielsen Merksamer is subject to the California State Bar's rules on conflicts of interest. We take conflicts seriously and are held to a higher standard than the typical Sacramento lobbying firm. With the many active government affairs clients we have, and the diversity of issues and positions they each may have, conflicts can occasionally occur.

At this time, we are not aware of any conflicts the City of Huntington Park may have with our existing clients. Should an actual conflict of interest arise, you have our commitment to apprise you promptly so that you can decide whether you wish to obtain independent counsel.

ATTACHMENT “C”

AGREEMENT NO. _____
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF HUNTINGTON PARK AND
PRIME STRATEGIES LLC

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Huntington Park, a California municipal corporation ("City") and PRIME STRATEGIES, a California Limited Liability Corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

2. RECITALS

2.1 City has determined that it requires professional services from a consultant to provide Government and Advocacy Consulting Services to address issues directly impacting the City resulting from the dissolution of its Redevelopment Agency.

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the performance by the Parties of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

3. DEFINITIONS

3.1 "Scope of Services": Such professional services as are set forth in the Consultant's November 6, 2017, proposal to City attached hereto as Exhibit "A" and incorporated herein by this reference.

3.2 "Approved Fee Schedule": The City shall pay Consultant at a monthly rate of ten thousand dollars (\$10,000), not to exceed one hundred and twenty thousand dollars (\$120,000), unless specifically approved in advance, in writing, by City.

3.3 "Commencement Date": November 22, 2017

3.4 "Expiration Date": November 22, 2018

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the Parties or terminated in accordance with Section 22 below.

5. CONSULTANT'S SERVICES

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of one hundred and twenty thousand dollars (\$120,000) unless specifically approved in advance, in writing, by City.

5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City.

6. COMPENSATION

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

7. BUSINESS LICENSE

Consultant shall obtain a City business license prior to commencing performance under this Agreement.

8. COMPLIANCE WITH LAWS

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to sections 2105 and 17451 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

9. CONFLICT OF INTEREST

Consultant covenants that it presently has no interest and shall not acquire any

interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing prior to Consultant's performance of such work.

10. PERSONNEL

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises. Pedro Carrillo, shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

11. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products") developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

12. INDEPENDENT CONTRACTOR

12.1 Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.

12.2 The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

12.3 City shall not deduct from the Compensation paid to Consultant any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or

hereinafter enacted or required as a charge or withholding on the compensation paid to Consultant. City shall have no responsibility to provide Consultant, its employees or subcontractors with workers' compensation insurance or any other insurance.

13. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

14 NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES

No official or employee of the City shall be personally liable to Consultant in the event of any default or breach by City, or for any amount which may become due to Consultant.

15. INDEMNIFICATION

15.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.

15.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

15.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 15 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

15.4 The obligations of Consultant under this Section 15 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

15.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 15 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

15.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

15.7 PERS ELIGIBILITY INDEMNITY. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

16. INSURANCE

16.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

16.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) in the annual aggregate, including products and Completed operations hazard, contractual insurance, broad form property damage, independent Consultants, personal injury.

16.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.

16.1.3 Worker's Compensation insurance as required by the laws of the State of California.

16.1.4 Professional Liability insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than One Million Dollars (\$1,000,000).

16.2 Consultant shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

16.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

16.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

16.5 At all times during the term of this Agreement, Consultant shall maintain on file with City a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City such certificate(s).

16.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.

16.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

16.8 The general liability and automobile policies of insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

16.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

16.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

16.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 15 of this Agreement.

17. MUTUAL COOPERATION

17.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

17.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

18. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

19. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement.

20. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

If to City:

City Manager
City of Huntington Park
6550 Miles Avenue
Huntington Park, California 9025
Facsimile: (323) 584-6313

If to Consultant:

Pedro Carrillo, Managing Partner
Prime Strategies LLC
5400 E. Olympic Blvd., Suite 208
Commerce, California 90022
Facsimile: (866)498-7226

With a courtesy copy to:

Arnold M. Alvarez-Glasman, City Attorney
13181 Crossroads Parkway North
Suite 400 - West Tower
City of Industry, CA 91746
Facsimile: (562) 692-2244

21. SURVIVING COVENANTS

The Parties agree that the covenants contained in Sections 13, 15 and Paragraph 17.2 of Section 17, of this Agreement shall survive the expiration or termination of this Agreement.

22. TERMINATION

22.1. City shall have the right to terminate this Agreement for any reason on five (5) calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days' written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to

City upon the termination or expiration of this Agreement.

22.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

23. ASSIGNMENT

Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any Party other than Consultant.

24. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

24.1 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.2 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.3 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

25. WARRANTIES

25.1 Each party has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement, or been provided with an opportunity to receive independent legal advice and has freely and voluntarily waived and relinquished the right to do so. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement.

25.2 In executing this Agreement, each party has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements

expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever.

25.3 It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

26. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

27. NON-WAIVER

27.1 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

27.2 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

28. COURT COSTS

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies. In the event legal action

shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

29. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

30. GOVERNING LAW

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

31. COUNTERPARTS

This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

32. ENTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“CITY”
CITY OF HUNTINGTON PARK

“CONTRACTOR”
PRIME STRATEGIES LLC

Ricardo Reyes, Interim City Manager

Name

Dated: _____

Dated: _____

ATTEST:

APPROVED AS TO FORM:

Donna G. Schwartz, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

EXHIBIT “A”

EXHIBIT "A"

Prime Strategies LLC's proposal dated November 6, 2017, in response to City of Huntington Park's Request of Qualifications for Government Consulting and Advocacy Services

Prime

Strategies

CITY OF
HUNTINGTON PARK
CITY CLERK

2017 NOV -6 PM 12:41

" Advocacy Services Qualifications"

To the Attention of:

City of Huntington Park

Office of the City Clerk

6550 Miles Avenue

Huntington Park, CA 90255



Government Affairs

State and Local Advocacy
Services

RFQ RESPONSE FOR “ADVOCACY
SERVICES QUALIFICATION”.
CITY OF HUNTINGTON PARK

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November 6, 2017

**Rick Reyes
Asst. City Manager
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255**

Dear Mr. Reyes,

The purpose of this letter is to introduce you to Prime Strategies of California. Prime Strategies is a full-service lobbying, public relations, media relations and government affairs firm that is able to offer you a full range of services to meet and exceed the objectives of the City of Huntington Park.

We are confident Prime Strategies of California can augment the City of Huntington Park's current capacity. As part of our portfolio, you will have at your disposal a team that can assist you with research, strategy, public affairs and government relations. We are prepared to use the full extent of our expertise to execute any task on the City's behalf, including but not limited to:

STATE AND LOCAL LOBBYING

We are confident in our ability to advocate on behalf of the City and its interests. We can provide lobbying, key testimony in committee and public hearings and clear messaging specific to your needs. This can include but is not limited to:

- **Implementing a strategic legislative agenda**
- **Building coalitions and partnerships with key stakeholders**
- **Strategically coordinating lobbying efforts at the State Capitol, and/or in key legislative districts with members and/or staff**
- **Preparing testimony and informative briefings for one-on-one meetings, legislative hearings, press conferences and other public speaking opportunities**
- **Drafting written reports on all legislative activities**



LEGISLATIVE AND REGULATORY TRACKING

We can monitor current legislative and local policy efforts on behalf of the City including but not limited to bills, executive orders, ballot measures and/or resolutions. Bills can be continuously monitored for committee action, hearing alerts and updates. We can also monitor local and federal regulations, both proposed and adopted for compliance purposes, such as:

- **Economic Development**
- **Public Safety**
- **Parks and Recreation**
- **Affordable Housing**
- **Transportation**
- **Industry and Small Business**

By providing these services, we can anticipate and mold public policy and legislation that may impact the City's revenue streams, tax incentives, and economic growth opportunities.

Attached for your review is our statement of qualifications, a brief overview of our firm and bios of key team members. I look forward to discussing our qualifications with you and answering any questions you may have. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Pedro Carrillo".

PEDRO CARRILLO

Managing Partner, California





ORGANIZATION

PRIME STRATEGIES, LLC

Prime Strategies of California maintains two fully staffed offices in California, located in the City of Commerce and Sacramento. The physical address of each office is listed below. Prime Strategies of California is the result of the recent merger between Urban Associates, the Floridian Partners, and Prime Strategies LLC, a Limited Liability Corporation. The combined years of existence of these firms is well over 30 years and the combined years of legislative and advocacy affairs experience is over 60 years.

The Sacramento office is located approximately three blocks from the Capitol Building. The office has 2 full-time employees primarily engaged in providing lobbying and consulting services to clients with interests before the Executive and Legislative branches of State Government.

Prime Strategies of California is a full-service, corporate and government affairs firm operating at all levels of government throughout the State. The firm's services include strategic communications, government advocacy, issue management, political consulting, and development of stakeholder relationships within state and local government. Our client base is varied and ranges from Fortune 500 companies to non-profit agencies, local governments and sole proprietorships.

Locations:

Prime Strategies of California
1020 12th Street Suite #227
Sacramento, CA 95814
Office: (916) 409-7223
Fax: (866) 498-7226

Prime Strategies of California
5400 E. Olympic Blvd. Suite #208
Commerce, CA 90022
Office: (213) 608-0774
Fax: (866) 498-7226



PERSONNEL

TEAM EXPERIENCE: The Prime Strategies team has well over 30 years of combined legislative affairs and advocacy experience. Pedro Carrillo, the managing partner of Prime Strategies of California, he will be the primary person responsible for providing services to the City of Huntington Park under this proposal. Mr. Carrillo is a government affairs professional with over two decades of experience working in California politics. In his capacity as a consultant, he has led a number of high profile legislative and crisis engagements. Mr. Carrillo's bio is attached. Mr. Carrillo will be assisted by members of the firm's Sacramento and City of Commerce offices.

Frank Aguirre Jr. is a community and government affairs professional with over 15 years of experience working in both the private and public sectors. Mr. Aguirre has served for a California State Senator, California State Assemblymember and a Los Angeles City Councilmember. Mr. Aguirre's bio is attached.

Kimberly Caceres is a local government and public affairs professional with over 7 years of experience. Ms. Caceres expertise includes coalition building, community outreach, media relations, and grassroots and grassroots campaigning. Ms. Caceres bio is attached.





PERSONNEL CONT.

Enrique Vega is a government and public affairs professional with over 13 years of experience. Mr. Vega emphasizes his skills in coalition building, community outreach, and community organizing. He spent 7 years working as a Field Representative for members of the California State Assembly. Mr. Vega's bio is attached.

James Thuerwachter is a legislative advocate and government affairs professional. Mr. Thuerwachter brings years of advocacy experience from both the public and private sector. Mr. Thuerwachter worked for the California State Assembly, where he staffed issues ranging from banking and finance to utilities and commerce and helped draft key legislation benefiting small businesses. Mr. Thuerwachter's bio is attached.

Erika Ramirez has extensive experience in land use and entitlement permitting and regulatory matters involving state and local governments. Ms. Ramirez also has executive management experience within the public, private, and nonprofit sectors. Ms. Ramirez' bio is attached.

The strength of our firm lies in the dedicated professionals who form our team. With decades of collective experience, each individual in our firm brings unique experiences, qualifications and relationships to achieve the goals of our clients. We recognize that our clients are not just looking for "lobbying," but need a firm that understands politics, policy, public-private partnership, stakeholder engagement, public opinion, corporate reputation and business strategy.





Team Biography | CALIFORNIA

PEDRO CARRILLO

Pedro is a local government and legislative affairs professional with over two decades of experience working in California politics. In his capacity as a consultant, Pedro has led a number of high profile legislative and crisis engagements. Pedro served as the principal consultant to the California Assembly Select Committee on Housing in the Silicon Valley, the principal consultant to the California Commission for Economic Development, and to the Speaker of the California Assembly. Additionally, he was twice appointed by California's Governor to commissions. Pedro has also served as Deputy Chief of Staff to a member of Congress, Chief of Staff to a member of the California State Assembly, City Manager, Assistant City Manager and Director of Community Development and Planning in various Los Angeles County jurisdictions.

Pedro has been recognized for his work during the City of Bell Municipal Crisis by the California League of Cities, Latino Caucus and received a resolution from the City of Los Angeles for helping restore Trust, Ethics and Fiscal Sustainability as Interim City Administrator for the City of Bell. Pedro holds a degree from California State University, Los Angeles.



Team Biography | CALIFORNIA

FRANK AGUIRRE JR.

Frank is a local and state government affairs professional with over 15 years of experience working both in the private and public sectors. Frank has demonstrated expertise in strategic planning, event management, communications, community outreach, public relations and planning and land use. Frank spent the last 7 years with the largest Hispanic focused retail grocer in the nation, developing their corporate and social responsibility strategy along with developing and managing their government affairs program.

Additionally, Frank worked for a California State Senator, California State Assembly member and a Los Angeles City Councilmember. Frank has worked and managed several political campaigns across Southern CA for current and former legislatures. Frank holds a degree from California State University, Northridge.





Team Biography | CALIFORNIA

KIMBERLY CACERES

Kimberly is a local government and public affairs professional with over 7 years of experience. Kimberly's expertise includes coalition building, community outreach, media relations, and grassroots and grass tops campaigning.

Kimberly has managed and worked on local campaigns throughout the San Gabriel Valley and the Inland Empire for numerous local, state and federal candidates. Kimberly was currently appointed to serve as a Board Member on the Mt San Antonio Community College Community Facility Plan Advisory Committee. Kimberly holds a degree from California State University, Los Angeles.



Team Biography | CALIFORNIA

ENRIQUE VEGA

Enrique is a local government and public affairs professional with over 13 years of experience. Enrique's expertise and emphasis in coalition building, community outreach, and community organizing. He spent 7 years working as a Field Representative for members of the California State Assembly, specifically in the Southeast Los Angeles communities.

Additionally, Enrique was contracted by the Chief Executive Office of Los Angeles County to provide community outreach and community organizing services for residents of unincorporated communities in South Los Angeles. Enrique has worked on various local, statewide and national campaigns and currently serves on the Board of Directors of the South Gate Chamber of Commerce and serves as the Chair of the Government Affairs Committee for the Regional Hispanic Chamber of Commerce, Long Beach. Enrique holds a degree from the California State University, Long Beach.



Team Biography | CALIFORNIA

JAMES THUERWACHTER

James is a legislative advocate and government affairs professional. James brings years of advocacy experience from both the public and private sectors. James worked for the California State Assembly, where he staffed issues ranging from banking and finance to utilities and commerce and helped draft key legislation benefitting small businesses. While working with a leading telecommunications corporation and later a prominent nonprofit organization, James was instrumental in analyzing, interpreting, and drafting legal and policy analyses relating to First Amendment challenges and privacy regulations at both the state and federal levels. James has helped prepare several amicus briefs, which have been filed in a variety of courts, including the United States Court of Appeals for the Fourth Circuit, federal district courts in California and Arizona, and California and Washington state courts.

A Sacramento native, James received his B.A. in Government at California State University, Sacramento. James received his J.D. from Seattle University School of Law and was a visiting student at the University of California, Hastings College of the Law in 2017.



Team Biography | CALIFORNIA

ERIKA RAMIREZ

Erika is a local government, planning and land use professional with over 16 years of experience. Erika has expanded her expertise to include management from the level of Program Manager to that of Director or CEO and within the public, private, and nonprofit sectors.

Erika's functions have included working with elected officials and top executives to assess organizations or departments, reduce or maximize budgets, establish employee accountability and implement policy and procedures to improve the efficiency and effectiveness of operations and ensure compliance. Erika is also well versed in public policy, public administration and coalition building. Erika received her undergraduate degree from the University of California, Riverside and her Master's Degree in Urban Planning from New York University.



EXPERIENCE

RELATED EXPERIENCE

Prime Strategies of California has extensive experience providing consulting in the areas of executive management, city management, non-profit management, planning and land use, government affairs, public affairs, crisis management, and strategic counseling to name a few.

Prime Strategies of California has also been contracted by municipalities, quasi-governmental jurisdictions and nonprofits to fill a variety of positions including but not limited to City Manager, Assistant City Manager, Executive Director, Director, Chief Executive Officer and Project Manager. Prime Strategies fulfills the vacancies with precision and with the intention of meeting the goals of the hiring body. The goals have ranged from crisis management, such as ensuring all aspects of the municipality are carried out leaving no gap in service for residents, to complete department oversight including assessment, policy, procedure and budget recommendations as well as the implementation of those recommendations. In the role of Project Manager, we have managed the RFP process, selection processes for key city staff, or managed specific development projects on behalf of the City.

Some of the City departments and services that Prime Strategies of California has overseen include Community Development, Development Services, Housing, CDGB Funding, Enforcement, and various constituent services.



EXPERIENCE CONT.

Cities in which high level positions have been held include:

City of Maywood

City of Bell

City of Lynwood

City of South Gate

City of Cudahy

Joint Powers Authority (CEO)

The strength of our firm lies in the dedicated professionals who form our team. With decades of collective experience, each individual in our firm brings unique experiences, qualifications and relationships to achieve the goals of our clients. We recognize that our clients are not just looking for “lobbying,” but need a firm that understands politics, policy, public-private partnership, stakeholder engagement, public opinion, corporate reputation and business strategy.





REFERENCES

City of Lynwood

As of May 2015, we serve as the Interim Director of Development, Compliance and Enforcement Services in the City of Lynwood. We oversee Planning, Housing & Community Development, Building & Safety, Code Enforcement, Animal & Parking Enforcement, and Business Licensing.

At the onset the Department was named Development Services and included Planning, Building & Safety and Code Enforcement. The Department went through a transformation. Some divisions were added while others were eliminated, reduced or morphed into new ones. The divisions of CDBG, Housing & Community Development; Business License, and Animal & Parking Control were added to Development Services which became Development, Compliance & Enforcement Services. This newly formed department maintained three divisions but altered their names and increased their areas of responsibility.

In addition to managing the growing employees, budget and developing long range plans, we make recommendations and implement changes to policies to keep costs down while fulfilling services for residents and businesses.

Prime Strategies has also been instrumental in improving opportunities for the City of Lynwood through public policy and budget funding proposals. We have been a liaison to the California Legislature in addressing the City's key legislative and budget priorities. Furthermore, Prime Strategies has monitored legislation on behalf of the City including but not limited to bills, executive orders and budget procurement opportunities.

Currently, the Department has a \$3.3M budget and over 20 employees. We continue to move the City's agenda of promoting and enhancing the quality of life for the residents and businesses while creating an inviting physical environment for visitors. We will continue to serve in our current capacity until the Council selects a permanent city employee for the position.



REFERENCES CONT.

Mi Pueblo Food Center

Recently, a California retailer with over 40 locations across the state hired Prime Strategies to secure WIC licenses after some of their initial applications had previously been denied.

Mi Pueblo reached out to Prime in the midst of the holiday season, with just two weeks left to appeal and reverse these decisions (this process generally takes 60-90 days making it essential to tackle the issue head on). Our effort began by approaching the Department of Public Health who is responsible for approving or denying licenses. After contacting the necessary public officials, and advising them of the impact this could have on the store's ability to operate, Prime Strategies was able to successfully appeal and reverse the original decision that prevented several of Mi Pueblo's locations from obtaining licenses.

By leveraging existing relationships, Prime Strategies was able to contact all of the officials despite being a holiday schedule. After contact was made, Prime Strategies facilitated communication between the client and the Department of Public Health so that the decision could be reversed before the New Year. Subsequently, Prime Strategies was successful in accomplishing the client's goal despite the limited timeframe, which can be attributed to the firm's creative techniques and relationships.



REFERENCES CONT.

McCormick Barron Salazar

In recent years, the state of California has made a large effort to expand its urban renewal efforts. Much of the work is actually done by private companies, who often partner with the government in order to achieve the desired result at a lower price. In order for this relationship to work, local governments often subsidize the work done by these private companies. This however, requires a bevy of licenses that must be obtained before a specific deadline.

In order for McCormick, Barron, Salazar to begin redevelopment efforts, they must obtain approvals from the local energy department and the Grant Assistance Program (GAP). These approvals would allow for the client to obtain a Certificate of Occupancy which is needed for the Commercial Redevelopment Agency to sign off on the project.

Prime Strategies is proud to have been able to help the client and the city of Los Angeles in their efforts to increase access to affordable housing. In under 15 days, Prime Strategies was able to successfully secure all necessary approvals from a number of different local agencies which allowed for the company to receive its certificate of occupancy on a number of affordable housing projects. Allowing the projects to go on served a multitude of individuals who were in desperate need of such opportunities.



REFERENCE CONTACT INFORMATION

City of Lynwood

Aide Castro
Councilmember
11330 Bullis Rd.
Lynwood, CA 90262
Phone: 310.603.0220 EXT. 200

Mi Pueblo Food Centers

Jose Aguayo
V.P. of Human Resources
2501 E Guasti Rd,
Ontario, CA 91761
(909) 923-7426

McCormick Barron Salazar

Dan Falcon
Vice President
801 West Ave. 41
Los Angeles, CA 90017
(213) 236-2680



AUTHORIZATION

Authorization form for RFQ "Advocacy Services Qualification"

This authorization form references the above RFQ for the City of Huntington Park's request for "Advocacy Services Qualification".

Mr. Pedro Carrillo is hereby authorized to respond and sign the RFQ response for "Advocacy Services Qualification" for the City of Huntington Park.

This authorization and scope of services is valid for (90) days from date of signature.

Name: Pedro Carrillo
(Name of Representative)

Signature: Pedro Carrillo
(Signature of Representative)

Date: 11/6/17



ACCEPTANCE OF CONDITIONS

ACKNOWLEDGEMENT OF RFQ TERMS AND CONDITIONS

ACCEPTANCE: This submission indicates acceptance of the conditions contained in this RFQ response to the City of Huntington Park's request for "Advocacy Services Qualification".

Acknowledged and Agreed:

Agent Signature Pedro Carrillo

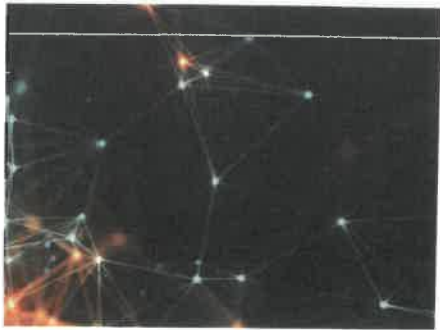
Printed Name: Pedro Carrillo

Title: Managing Partner, CA

Firm Name: Prime Strategies of CA, LLC

City, State: Commerce, CA

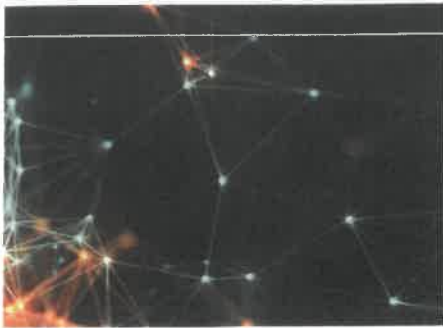
Phone Number: 213-608-0774



SCOPE OF SERVICES

Successor Agency: Pursuant to State legislation Abx1 26 the “Dissolution Act”, the Redevelopment Agency (RDA) of the City of Huntington Park was dissolved effective February 1, 2012. The City has a responsibility to repay the City’s debts, disposing of the former Redevelopment Agency’s properties and assets to help pay off debts, returning revenues to the local government entities that receive property taxes and winding down the affairs of the former Redevelopment Agency.

The City of Huntington Park’s Successor Agency is responsible for preparing a Recognized Obligation Payment Schedule (ROPS) in a manner provided by the State Department of Finance, listing the enforceable obligation of the former RDA and their source of payment. Prime Strategies will review the City’s ROPS, current status of repayment as well as RDA activities and properties to provided an assessment on potential implications of financial issues and options as it relates to the Successor Agency and the overall City debt.



SCOPE OF SERVICES

With decades of collective experience, each individual in our firm brings unique skills, perspective, qualifications and relationships to achieve your goals. We recognize that you are not just looking for “lobbying,” but need a firm that understands politics, policy, public-private partnership, stakeholder engagement, public opinion, corporate reputation and business strategy.

County Budget Consulting: Throughout the county budget process we will advise, navigate the process and execute the necessary paperwork to request specific funding for the City’s current ongoing projects (i.e. street improvements, parks and rec, etc.). Such tasks will include advising on deadlines, providing testimony at budget hearings, meeting with elected officials and/or key staff in preparation for budget meetings. We will provide the “boots on the ground” working on a constant basis on your behalf at the County Hall and State Legislature. We will leverage the City of Huntington Park’s political relationships to maximize results.

Communications & Messaging: The government relations and public relations strategies must be tied together to tell a clear and compelling story of the City of Huntington Park. This may require us to tell your story more publicly, not just in the government halls, to elevate the work of your allies and push a message to the community.



SCOPE OF SERVICES

There are a number of significant opportunities for the City of Huntington Park to ensure optimal positioning in the County, State and the 115th Congress. Prime Strategies will support and expand these relationships and provide a constant presence at all three levels of government. In the initial months of the engagement, Prime will work with staff to identify your most important objectives for the coming year, for example, new program funding, CDBG funding, CSBG grants, additional Housing Authority funding, expanding federal, state and county support for business development, and/or advancing specific policy objectives.

Once established, we will harness our expertise and relationships to advance these priorities on your behalf. We can reasonably expect a new Administration to pursue several policy initiatives, via State or County funding, that have natural synergies with the mission and activities of the City. Our team at Prime Strategies can identify those areas and effectively advocate for the City of Huntington Park.

Below are just a few examples:

- Edward Byrne Memorial Justice Assistance Grant: This grant helps states and localities pay for a range of criminal justice needs.
- U.S. Economic Development Administration Grant: This grant assists economically distressed communities with job creation and public works projects.
- CDBG (Community Development Block Grant - FEDS): This program helps fund a range of housing, infrastructure and business development projects.



SCOPE OF SERVICES

- The Regional Park and Open Space District (RPOD): This grant administers funds from Prop A for such park and open space related activities from tree planting to creating walking and hiking trails.
- The California Department of Parks and Recreation- Recreational Trails Program (RTP): This funds motorize and non-motorized recreational trails.
- Los Angeles County Arts Commission- Community Impact Arts Grant Program: This funding is open to Municipal departments whose primary mission is to provide services other than arts programming.
- Cal Trans- Active Transportation Program (ATP): Funding for biking, walking, recreational trails and Safe Routes to Schools.
- Los Angeles County Metropolitan Transportation Authority (Metro): Metro distributes funding to improve all modes of surface transportation.
- Office of Community Oriented Policing Services: This program provides money for law enforcement agencies to hire additional community policing officers.

Another potential area to search for funding is with in the bridging of the digital divide for residents of Huntington Park. While cities have large networks of free access to internet connected computers in City Hall and most school children have access at various after school programs there is still a need for quality connections at home. Increasing access to Broadband for households and making 5G wireless available to more families can be a program for consideration.



SCOPE OF SERVICES

We believe that federal dollars can be secured and directed to the City for the purpose of expanding existing programs and would be the best manner to upgrade and increase broadband accessibility in Huntington Park.

Workforce training programs and resources are essential to the City of Huntington Park. These programs may be expanded by showcasing existing centers and the diverse population that utilize them. These sites and programs are ready and able to become even more robust with additional federal dollars.

Finally, targeting funding opportunities dedicated to services for new immigrants would be of great benefit to the City. We can expect an arduous debate about comprehensive immigration reform to continue. At the Federal level, there was an effort led by the Obama Administration to create a path to citizenship for undocumented immigrants which required language and civics classes which included a funding source. If this policy is revisited, the Prime team can work extensively to ensure that public libraries and other city institutions are included in any plans or discussions for funding eligibility in that they serve as a critical community resource for the delivery of such educational initiatives for adults, many of whom are not engaged in any formal institutional learning.



SCOPE OF SERVICES

Prime Strategies will work to educate the Department of Homeland Security and the United States Citizenship and Immigration Services on the ability of public libraries to implement such plan.

Given the current position of the Administration and the response from the State of California and the County of L.A. we may anticipate funding opportunities at the State and County levels to fund programs that will help the City's immigrant population in as well. Prime will monitor State and County legislation for such opportunities.

Our work would include tracking and identifying both existing opportunities and those that may emerge. Having Prime's eyes and ears on the ground as debates occur with regard to existing programs and new initiatives that may emerge will be critical in directing resources to the City. It is important to note that in an era without access to discretionary budget items from state elected officials and members of congress, we have learned to take a creative approach in identifying funding sources.



SCOPE OF SERVICES

Government Relations: Building on an excellent reputation and relationships, we will guide the continued engagement of the City Council, to appropriate County and State Government Officials. Prime Strategies aims to augment the City of Huntington Park's efforts with our team of experienced professionals and expand its advocacy capacity. Our strategic efforts will positively impact the City's legislative advocacy agenda and government relations in order to protect the interests of the City, its businesses and its residents.

How We Work: First and foremost, our goal is to fulfill objectives, not to extend a client retainer for as long as possible. Our focus is to advocate on behalf of the City of Huntington Park on a variety of issues including; economic development, community development, public safety, affordable housing, parks and recreation, transportation, small business and any other issues as assigned. We will be honest and forthright regarding the City's objectives and their likelihood of success. We will give candid counsel regardless of the impact it may make on the engagement.



WHY PRIME FOR HUNTINGTON PARK

Record of Success: Prime Strategies of California is well-suited to successfully represent the City of Huntington Park in creating and implementing its legislative agenda and advocacy efforts. The firm has a proven track record of helping to pass, stop or amend legislation to the benefit of its clients.

The first step towards a successful partnership with the City is to develop a thorough understanding of your legislative and public policy priorities (tracking, opportunities to support/kill bills, budget appropriations, message development, etc.). We will begin research and intelligence gathering to build a better and more accurate picture of the current political landscape and understand your needs in the County and State Legislature. During this time, Prime Strategies of California proposes to work closely with your executive team, to develop a legislative, regulatory and local government relations agenda.

Once we gather this information, we will be able to develop strategies and tactics for engaging key decision makers and move them towards taking positive action. Part of our legislative strategy will begin with meetings and briefings with key County officials, Assembly and Senate members on key legislative committees (i.e. appropriations, budget, labor, health, utilities and energy, jobs economic development and the economy, banking and finance, etc.). These initial meetings would allow us to introduce the City of Huntington Park's legislative priorities.



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

November 21, 2017

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICES AGREEMENT (PSA) FOR PREPARATION OF A PAVEMENT MANAGEMENT PROGRAM

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve professional services agreement with NCE Engineering and Environmental Services for the preparation of a Pavement Management Program; and
2. Authorize Acting City Manager to execute contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park Street Division addresses street maintenance and repairs on an as needed basis. Currently there is no systematic approach to address the City's paving needs. As a result, a request for proposal (RFP) to develop a comprehensive Pavement Management Program (PMP) was issued on September 25, 2017. Unfortunately, the City did not receive any proposals. Therefore the RFP was issued again on October 2, 2017. 11 firms requested the RFP and 4 firms submitted a proposal. Below are the firms who submitted an RFP and their respective proposal amount.

Firm Name	Proposal Amount
NCE Engineering & Environmental Services	\$33,200
StreetScan	\$39,600
Dynatest North America, Inc.	\$49,072
Quantum Consulting, Inc.	\$49,590

CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICE AGREEMENT (PSA) FOR PREPARATION OF A PAVEMENT MANAGEMENT PROGRAM

November 21, 2017

Page 2 of 3

The RFP included the following scope of work:

A. Project Initiation- Meet with City staff to finalize scope of work and final project schedule.

B. Base Data- Create street system database with appropriate segmentation of all streets and alleys in the City.

C. Walking Field Survey- Conduct Walking Field Surveys of city streets and alleys. In addition, create a database so that City staff will be able to continually update the database, generate reports, and prepare maps in the future.

D. Development of Maintenance and Rehabilitation (MR) Decision Tree and Budget Needs Analysis- Include alternatives to determine practical and cost-effective treatments for each street section analyzed based on various criteria, including but not limited to condition, pavement type, and functional classifications.

E. Report- Determine the present performance status of City's roadway network (segment by segment) which includes the preparation of field data inventory logs. Identify and determine a preventive maintenance program for the roadway network with respect to City's desired budget forecast.

F. Information About AC Pavement and Base Thickness- As an option, the City may request that existing AC and base thicknesses at various street segments to be included in the report.

The RFP was quantitatively evaluated based on compliance with the RFP requirements, project understanding and approach, experience, and familiarity with the region. NCE Engineering & Environmental Services received the highest quantitative score and is the lowest cost proposal. Based on these factors, it is staff's recommendation to award the agreement to NCE Engineering & Environmental Services.

FISCAL IMPACT/FINANCING

The total fiscal impact for the Pavement Management Program is \$33,200.

Funding for the PMP was approved in the City's FY 17-18 Adopted Budget in account 221-4010-431.73-10 and the proposed cost is well within the department's budget.

CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICE AGREEMENT (PSA) FOR PREPARATION OF A PAVEMENT MANAGEMENT PROGRAM

November 21, 2017

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CONCLUSION

Upon Council approval staff will proceed with recommended actions.

Respectfully submitted,



RICARDO REYES
Acting City Manager



DANIEL HERNANDEZ
Director of Public Works

ATTACHMENT(S)

- A. NCE Engineering & Environmental Services Proposal and Cost Proposal
- B. Exhibit "A" Scope of Work
- C. Draft Professional Services Agreement

ATTACHMENT “A”



City of Huntington Park

PROPOSAL TO PROVIDE

Preparation of Pavement Management Program

November 2, 2017



Submitted By:

Fountain Valley Office

17050 Bushard Street, Suite 200

Fountain Valley, CA 92708

Phone: 714.848.8897

NCE Proposal No. 966.01.55



November 2, 2017

City of Huntington Park
City Clerk's Office, Attention Janie Pichardo
6550 Miles Avenue
Huntington Park, CA 90255






Re: Request for Proposal for Preparation of Pavement Management Program

Dear Ms. Pichardo and Members of the Selection Committee:

Pavement networks are often the most valuable asset that a city owns. This asset is not only expensive to replace, but it is an essential component to the traveling public's safety. Cities are looking for more cost-effective ways to perform engineering, maintenance, management, and rehabilitation of roadways more than ever before to stretch funding allocations. An essential tool to assist in cost-effective roadway maintenance planning is the development of a pavement management program (PMP).

In the recently passed Road Maintenance and Rehabilitation Act (RMRA), the City of Huntington Park (City) is expected to receive as much as an additional \$1 million annually beginning in FY 2018/19. However, these funds come with new accountability requirements on how streets are selected and reported and these requirements are easily accomplished through an updated PMP.

With more than 80 person-years of experience with pavement management systems, NCE can provide the City with the technical and management experience to implement a pavement management system, including data collection and analysis required. Our highly trained and capable technical staff are experienced in conducting pavement condition surveys and has worked together on numerous similar projects and developed an excellent reputation for dedication, integrity, productivity, quality of work and service to our clients. Specifically, the NCE team provides the following capabilities to the City:

-  **Extensive working knowledge with StreetSaver® conversions:** NCE has completed dozens of conversions and our comprehensive knowledge of StreetSaver® and PAVER™ provides efficient and thorough solutions.
-  **Depth of certified inspectors:** NCE's field inspectors and engineers are certified through the Metropolitan Transportation Commission (MTC) and Orange County Transportation Authority (OCTA) Inspector Certification Programs to ensure accurate and reliable results.
-  **Local experience providing PMP Updates:** NCE has performed dozens of similar PMP projects for agencies within Los Angeles County and more than 200 local agencies throughout California.
-  **Understanding of local agency needs:** NCE understands the types of challenges frequently encountered by Cities, such as lack of trained personnel or funds, budgetary concerns, and other institutional issues inherent in the use of PMPs.
-  **Expertise in pavement engineering:** NCE has experts that specialize in pavement design and rehabilitation techniques to provide innovative and cost efficient recommendations for maintenance planning.

Lisa Senn will be the Project Manager and single point of contact for any questions. She is located at 17050 Bushard Street, Suite 200, Fountain Valley, CA 92708 and can be reached via email at lsenn@ncenet.com or via phone at (714) 848-8897. This proposal is valid for 60 days from the date of submittal. We look forward to your favorable review of our proposal so we can begin work with the City.

Sincerely,

NCE



Gregory L. Fasiano, P.G.
Principal



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	Addendum #1 and Acknowledgement
	Exhibit D – False Claims Form
	Exhibit E – Civil Litigation History/Certification and Declaration

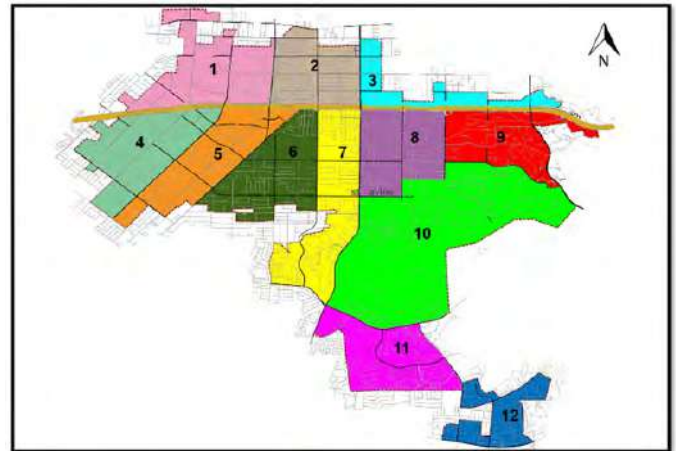


SECTION 1 – SCOPE OF WORK

Project Understanding

NCE understands that the City of Huntington Park is seeking an engineering consultant to update the City's pavement management program (PMP). With new SB1 funding expected to add approximately \$1 million annually beginning in FY 2018/19, an up-to-date PMP will be essential in assisting the City in developing funding scenarios as well as multi-year work plans that are practical and cost-effective.

Ideally, the PMP should be used to prepare a multi-year maintenance plan, which consists of a rotating maintenance schedule using a zone improvement approach. This is similar to the approach used by other cities, as it optimizes construction costs by reducing mobilization and also minimizes disruptions to businesses and residents. NCE has performed similar analyses, most recently for the City of West Covina, which has implemented 12 residential zones (see map to the right).



Ultimately, the PMP update should provide City staff with two key pieces of information:

- 1) A multi-year work plan, which will show the City Council and the public the most cost-effective manner of spending new revenues.
- 2) A long-term funding analysis to determine future needs that will help guide the City Council in making informed policy decisions.

The City's last PMP update occurred in 2009-2010 using the PAVER™ software. For this update, the City has selected the StreetSaver® software which means a conversion from PAVER™ to StreetSaver® will be required as part of our scope of work. Our proposal includes the following tasks:

- ❏ Convert the PAVER™ database to StreetSaver®.
- ❏ Perform field pavement condition surveys on 67.3 centerline miles of streets as per ASTM D6433.
- ❏ Conduct rigorous QC for data control, delivery and reporting.
- ❏ Determine the current and future pavement condition index (PCI) based on different funding strategies.
- ❏ Review current maintenance treatments and discuss the potential to adopt new cost-effective strategies that meet other City goals, e.g., cold-in-place recycling.
- ❏ Perform multiple funding scenarios so that City Council has the data to make informed policy decisions.
- ❏ Based on the funding available, NCE will develop a multi-year improvement plan that is both practical and feasible. If desired, a rotating zone approach such as that for West Covina can be explored.

Three optional tasks are also identified:

- 1) Link the StreetSaver® database to a GIS so that maps illustrate historical as well as current and future conditions/recommendations, which can be easily prepared to communicate with Council and the public.
- 2) Provide training for City staff to allow the PMP to be maintained internally in the future, if desired.
- 3) Determine asphalt concrete (AC) pavement section thicknesses.

Approach/Scope of Work

Task A. Project Initiation

NCE will meet with City staff to kick-off the project by reviewing the technical approach and any administrative matters that may be necessary. At a minimum, items to be discussed will include:

- ❏ Scope of work and schedule
- ❏ Field work
 - Scheduling and access requirements
 - Public safety concerns
 - Quality Control Plan (QCP)
- ❏ Available files
 - Previous PAVER™ files
 - GIS shapefiles
 - Available maps and other relevant data
- ❏ Maintenance and rehabilitation (MR) practices, records and costs, maintenance budgets
- ❏ Other issues as appropriate

Prior to the kick-off meeting, NCE will prepare a detailed agenda that will address questions such as what new streets need to be added and do the functional classifications match Federal Highway Administration (FHWA). Two additional meetings will be held at appropriate milestones. Monthly written status reports will be sent to the City that discuss the work that has been completed and the work remaining.

Deliverables:

- ❏ Technical memorandum summarizing meeting
- ❏ Monthly Status reports

Task B. Base Data

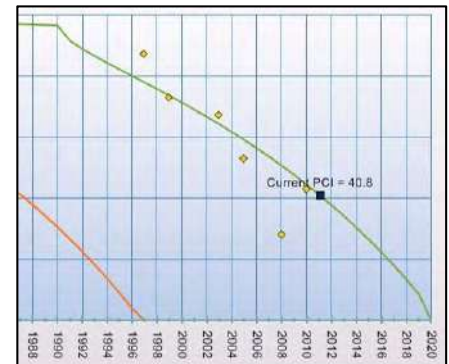
NCE will convert the PAVER™ databases to StreetSaver®. Although much of the data will be similar, there are significant advantages in StreetSaver® that will be presented to City staff for discussion and consideration. Examples include:

- ❏ Use of historical pavement distresses to create “custom” performance models for more accurate predictions.
- ❏ Use of FHWA defined functional classifications
- ❏ User defined fields such as raised medians, crosswalks, etc.
- ❏ Ability to add parking lots, and bike and pedestrian trails
- ❏ Ability to add user-defined maintenance strategies such as cold-in-place recycling, or microsurfacing for different functional classes and surface types
- ❏ Full integration with GIS to create maps for exhibits and planning
- ❏ Asset management module to handle other roadway assets such as curb ramps, signs etc.

A one-year StreetSaver® license will be included and online access with usernames and passwords will be established for the City.

Update Maintenance and Rehabilitation (M&R) History

NCE will populate the StreetSaver® database with the M&R activities that have occurred since 2009-2010. This is extremely useful for determining future treatments and predicting the performance of the various pavement sections. M&R activities include overlays, reconstructions and any surface seals. The chart to the right is an example of the StreetSaver® software creating a custom



performance curve from historical data. All M&R historical records must include the street name, beginning and ending limits of work, type and date of treatment.

Deliverables:

- StreetSaver® license (1 year)
- Converted StreetSaver® database
- M&R history report

Task C. Walking Field Surveys

Once the database has been established, NCE will perform pavement condition inspections on the City's pavement network (71 centerline miles) as per ASTM D6433 protocols. Examples of asphalt pavements distresses are shown to the right.

NCE will conduct walking surveys, which are performed with one-person crews (for high volume streets like expressways or major arterials, two-person crews may be needed for safety). The major advantage of this inspection method is that it is highly accurate, since cracks and other pavement distresses are visually identified and physically measured and recorded in the field. Walking surveys are easily taught to City staff, which allows future updates to be performed in-house, if desired. NCE will be responsible for providing the equipment necessary to perform this task.



Should City personnel wish to observe NCE's crews during the inspections, we can accommodate the City. Individual city staff may also accompany NCE's field crews for up to ½ day each – to gain hands-on training **at no additional cost** to the City. This is the most effective training method for agency staff, as they become part of the data collection crew, rather than just an observer.

Note that this scope of work and condition inspections do not address issues including, but not limited to traffic, safety and road hazards, geometric issues, road shoulders, sidewalks, curb and gutters, drainage issues or short term maintenance that should be performed.

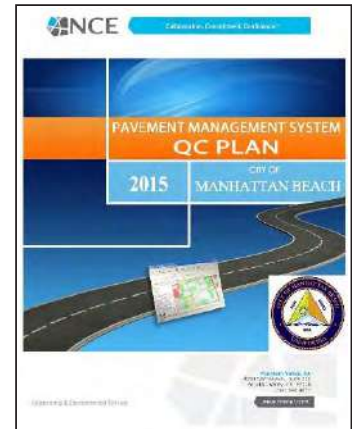
Data Entry and PCI Calculations

The data collected from the condition inspections will be downloaded into the StreetSaver® database. This task will be performed at NCE's office in order to provide quality control of the data entered into the system. NCE will perform the PCI calculations and correct any errors found.

Quality Control (QC) Plan

Quality control/quality assurance checks are critical when a large amount of data needs to be collected and processed. As part of NCE's goal to provide a superior quality product for our clients, we incorporate a QC component into all of our projects. For this project, we have included a QC Manager, James Signore, PhD, PE. He will be responsible for:

- ❏ Calibration of the data collection activities
- ❏ Review of field activities, including spot checks on the field crews
- ❏ Review of the data entry functions, including random spot checks
- ❏ Review of reports generated and analyses performed to allow for a quality product



NCE will prepare a QC Plan including:

- ❏ Descriptions of condition inspection procedures (distress types, severities).
- ❏ Accuracy required for data collection or acceptability criteria.
- ❏ Description of how data will be checked for accuracy, e.g., 5% re-inspections.
- ❏ Comparison of past and current PCI ratings, e.g., if the difference in PCI is more than 5 points per year, then NCE will research the cause, which may be unrecorded maintenance, premature pavement failures, incorrect inspection data, etc.

A draft quality management plan will be submitted to the City for approval, and no field work will commence until a final plan has been accepted.

Deliverables:

- ❏ QC Plan
- ❏ PCI report (hardcopy and electronic)

Task D. Maintenance and Rehabilitation (M&R) Decision Tree and Budget Needs Analysis

Task D1. M&R Strategies

NCE will review M&R strategies with City staff that include the recommendation and selection of appropriate treatments such as cape seals or overlays, and the determination of treatment unit costs. This will be an appropriate time to review the use of new/sustainable treatments or materials, such as rubberized asphalt, rubberized chip or cape seals, microsurfacing, rejuvenators, cold-in-place recycling, full depth reclamation, warm mix asphalt, etc.

NCE's experience in pavement engineering and design, as well as knowledge of local conditions, allows our staff to be able to provide the City with solutions that are innovative, sustainable, practical, and workable. Development of the M&R decision tree is a critical step in any pavement management update as it has a direct and significant impact on the final work plan that is developed, as well as the budgeting consequences. The M&R alternatives are defined and a treatment unit cost will be determined for each alternative. These alternatives and costs will then be entered into the PMS database for budgetary analysis.



The unit costs will have a huge impact on the City's projections or needs assessments. Therefore, NCE will review any recent bid tabs, together with those from neighboring cities, as appropriate. Also, unit prices will be fully-loaded rates, and will include not just contractors' prices, but also design, inspection and testing costs.

Task D2. Budget Analysis

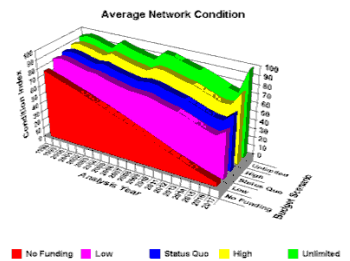
In simple terms, the Budget Needs analysis answers the questions: "If I have unlimited funding for street maintenance and repair, which streets should I fix? When should I fix them? What treatments should I apply? How much will it cost?"

NCE will perform a Budget Needs analysis using an analysis period to be determined by the City (can be as long as 20 years). This will identify M&R requirements for each road section and determines the total maintenance and rehabilitation requirements over the entire analysis period. This forms the basis for performing Budget Scenario evaluations, which optimize the street sections for repair under constrained budgets.

This module answers the question: "If I only have limited funds for street maintenance and repair, which streets have the highest priority for repairs, when should I perform the repairs, and how much will it cost?"

The **Budget Scenarios** evaluation prioritizes sections for repair under constrained, realistic, budgetary assumptions. Multiple budget or target-driven scenarios will be performed after discussion with City staff. As requested in the RFP, the following scenarios will be performed:

1. No Funding to document the consequences on the existing PCI at the established average Level 1 without additional funding over the next 10 and 20 years
2. Gradual Funding necessary annually to maintain the existing PCI at the established average Level 1 without additional funding over the next 10 and 20 years
3. Gradual Funding necessary annually to improve the pavement the average PCI to a selected average Level 2 (may be around PCI 60) within a selected duration, and maintain at the same level
4. Gradual Funding necessary annually to improve the pavement the average PCI to a selected average Level 3 (may be around PCI 75) and within a selected duration, and maintain at the same level after that.
5. Gradual Funding necessary annually to improve the pavement the average PCI to a selected average
6. Level 4 (may be around PCI 85) and within a selected duration, and maintain at the same level.
7. Front Loaded Funding necessary to improve the pavement the average PCI to a selected average Level 5 (may be around PCI 60) and within a selected duration, and maintain at the same level.
8. Front Loaded Funding necessary to improve the pavement the average PCI to a selected average Level 6 (may be around PCI 75) and within a selected duration, and maintain at the same level.
9. Front Loaded Funding necessary to improve the pavement the average PCI to a selected average Level 7 (may be around PCI 75) and within a selected duration, and maintain at the same level.
10. Unlimited Funding source over the next 6 years to fund all pavement maintenance needs. Necessary over the next 6 years to fund all pavement maintenance needs.



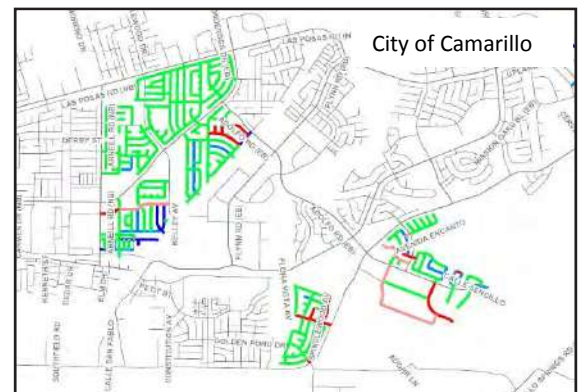
Other scenarios to be discussed, e.g., separate rehabilitation work plans for arterials, collectors, residential and alleys. NCE will develop a multi-year work plan for the final selected scenario (see example developed for Camarillo on the right).










Deliverables:

- M&R Decision tree
- Results of funding analyses

Task E. Report




NCE will prepare a draft report for the City to review. The report will contain, at a minimum:



-  Executive Summary
-  Introduction and methodology
-  Discussion of StreetSaver® software and setup parameters
-  Inventory of City streets
-  PCI listing
-  M&R History Report
-  Maintenance strategies and costs
-  Results of budgetary analyses
-  Multi-year work plan

The draft report will be submitted to the City for review. Upon receipt of the City's comments, NCE will revise and submit the final report.

Deliverables:

-  Draft Report (electronic copy)
-  Final Report (three hard copies and one electronic copy)
-  Updated StreetSaver® database

Task F. Asphalt Concrete (AC) Pavement and Base Thickness (OPTIONAL)



We understand that the City may request information regarding existing AC and aggregate base (AB) thickness at various street segments. NCE has teamed with Ninyo & Moore, a geotechnical firm we have worked with in the past, to perform this task. Our team will first coordinate with the City to collect any applicable information including plans, report, and other documents. These will be reviewed and summarized.

We are proposing the use of ground penetrating radar (GPR) to augment and verify existing AC and base thicknesses at various locations, as needed. GPR can provide high- resolution, continuous coverage of AC and base thicknesses over the acquired survey area and we have provided two options:

Option A: A truck-mounted 2000 MHz GPR antenna road scanning system (GSSI, Nashua NH) will be used to interpret the AC and base thickness along the ***entire paved surface network (estimated to be 67 centerline miles)***. The data will be collected at roadway speeds, so traffic control is not necessary. This will provide a georeferenced assessment of the AC and base thickness, of the roadways, that can be incorporated into the existing database.

Option B: A cart mounted 2000 MHz GPR antenna system will be used to interpret the AC and base thickness along various segments of the paved surface network. The particular segments and coverage will be selected after discussions with the City. This system will provide georeferenced assessment of the AC and base thickness, on both travel directions of the roadways, and can be incorporated into any existing city GIS database. However, the survey will require traffic control for short durations while the data is collected in the roadways.

Deliverables:

-  Technical memorandum summarizing methodology
-  Results in Excel format and in StreetSaver® GIS toolbox

Task G. Linkage (OPTIONAL)

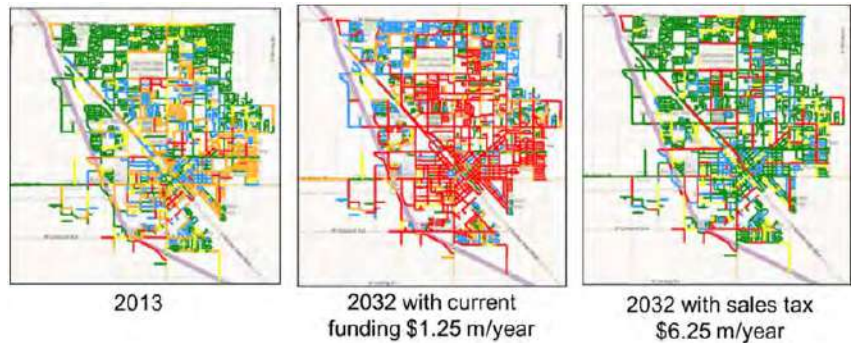
As an optional task, NCE will link the StreetSaver® database to a GIS shapefile. It is assumed that the City has accurate GIS shapefiles that can be used for the linkage. Built-in queries are available with the toolbox to generate maps or export to shape files. Standard Queries include:

- ❏ PCI range by street section
- ❏ Future PCI by street section
- ❏ Functional classification
- ❏ Maintenance Treatment History
- ❏ Impacts of different budget scenarios
- ❏ Sections Selected for Treatment

Once linked, powerful maps can be generated within minutes, as shown in the example below. In addition, shapefiles can be exported for other GIS functions within the City.

Deliverables:

- ❏ GIS shapefile linked to StreetSaver®
(see example on the right)



Task H. Training (OPTIONAL)

As an optional task, NCE will prepare and present a six hour training class. The class will cover basic software operations, including how to access the program and setup various user accounts, and an overview of the features available. Areas to be covered will include:

- ❏ Creating or editing street sections
- ❏ Entering M&R treatments
- ❏ Revising the M&R decision tree
- ❏ Performing budget needs/scenarios
 - Project selection tools
 - Needs analysis
 - Generating reports Pre-defined reports Budgetary reports
 - Custom reporting tool
- ❏ Generating GIS maps

All materials for both classes will be provided by NCE. It is assumed that the classes will be conducted on-site and will include no more than 2 staff members. It is also assumed that computers and a training room with wi-fi access will be provided by the City.

NCE has prepared and trained over 100 agencies in California and Nevada on both the PAVER™ and StreetSaver® software since 1997. This includes developing the training materials, providing interactive training as well as conducting the training. We can train City personnel to successfully maintain the software in the future.

Deliverables:

- ❏ Training manuals for City staff
- ❏ One six hour training class



SECTION 2 – SCHEDULE

NCE’s proposed project schedule illustrates that Tasks A through E will be completed within 14 weeks of receipt of the notice to proceed.

		1	2	3	4	5	6	7	8	9	10	11
Task A. Project Initiation	NTP											
Task B. Base Data												
Task C. Walking Field Surveys												
Task D. Development of Maintenance and Rehabilitation (M&R) Decision Tree Budget Needs Analysis												
Task E. Report												
<i>Analysis</i>												
<i>City Review</i>												
<i>Address Comments</i>												
Optional Tasks												
Task F. Information About AC Pavement Base Thickness												
Task G. GIS Linkage												
Task H. Training		To Be Determined By City										

Assumptions

NTP= Notice to Proceed

Task B assumes PAVER™ database delivered to NCE at Project Initiation

Task C assumes 67 miles of streets

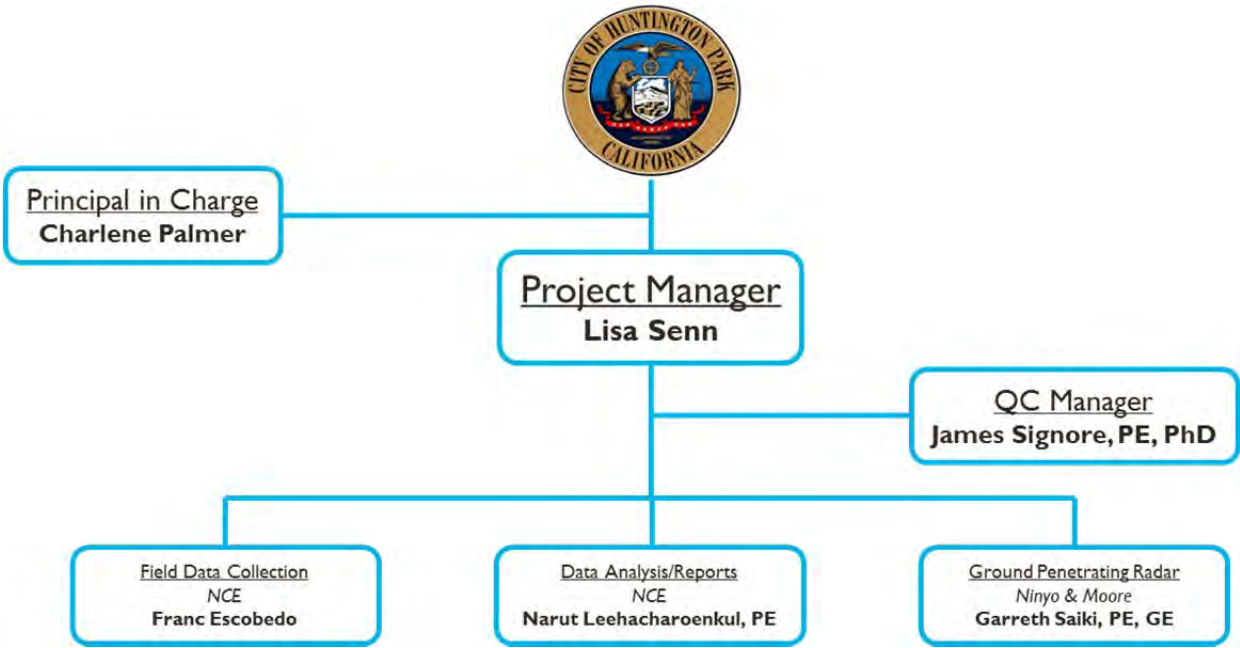
Task C includes 5% reinspection of street network for QC

Task C assumes no weather delays

Task E assumes a two week review for City staff

SECTION 3 – PROJECT TEAM, KEY PERSONNEL, AND RESUMES

Organization Chart



Resumes

Resumes highlighting our team’s experience are provided on the following pages.



Lisa Senn – Project Manager

Education: AA, Business Administration, 2000 Cuesta College

Registration/Certifications: OCTA PAVER™ Certification 2018 | PAVER™ Level 1&2, 2016

Affiliation: American Public Works Association

Lisa's experience includes managing PMP and overseeing field pavement condition surveys and quality control procedures for PMP projects for cities and counties throughout California. A natural teacher, Lisa has trained engineers, technicians, agencies and municipalities on various aspects of pavement management, software, and field distress. A member of the MTC's software development team, she has helped beta test new StreetSaver® modules and enhancements. Finding comfort in knowing that what she does benefits others, Lisa enjoys working with and learning about agencies. Honest and hardworking, she considers historical knowledge gained on past projects, yet stays up-to-date on developments in the ever-evolving area of pavement management.

Project Experience

Pavement Evaluation Services

Lisa has managed numerous pavement evaluation projects that include using deflection testing to measure a pavement's structural properties by applying a load on the pavement and measuring the resulting deflection. In connection with deflection testing, coring is completed to measure the existing pavement thicknesses to determine the pavement's structural capacity. Used in conjunction with deflection testing and visual observations of current cracking conditions and roadside draining, core testing provides the necessary data to provide sound repair or maintenance recommendations.

Pavement Management

For Pavement Management System updates and implementation, Lisa is responsible for the analysis and quality control of pavement distress data, updating maintenance and rehabilitation decision trees using the unit costs of treatments, and the development of funding budget scenarios and summary reports. She has developed cost-effective maintenance treatments and strategies, prepared custom multiple-year detailed street maintenance plans and budget option reports, and linked GIS maps with management sections in the client's PMS database. She is also an advanced user and instructor of both the PAVER™ and StreetSaver® pavement management software. Her clients include the following California cities and counties:

 Anaheim	 La Habra	 Redondo Beach	 Santa Clarita
 Buena Park	 Lake Forest	 Rocklin	 Santa Maria
 Burbank	 Lompoc	 San Carlos	 Santa Monica
 Calistoga	 Los Gatos	 San Diego (County)	 Seal Beach
 Camarillo	 Manhattan Beach	 San Dimas	 Sonoma (County)
 Carson	 Mission Viejo	 San Gabriel	 Stanton
 Chula Vista	 Moreno Valley	 San Ramon	 Thousand Oaks
 Commerce	 Napa	 San Clemente	 Torrance
 Corona	 Oakley	 San Marino	 Ventura (County)
 Cudahy	 Orange (City)	 Santa Barbara	 West Covina
 Diamond Bar	 Orange (County)	 Santa Ana	 Whittier
 El Centro	 Petaluma		 Woodland
 Fullerton	 Pittsburg		

PMP Update - Mission Viejo, CA | Project Manager

The City has approximately 178 centerline miles of local and collector streets and 52 miles of arterial highways (approximately 1,082 pavement sections). Ms. Senn has managed a number of the recent biennial updates for the City. The PAVER™ database was converted to StreetSaver® several years ago for Mission Viejo and updated with the pavement condition data. Pavement MR historical records were also entered into the database. As part of the

project, the Maintenance and Rehabilitation (MR) decision tree was updated with new treatments and unit costs re-evaluated prior to performing any budgetary analyses. In addition, the City's projected 20-year pavement budget was analyzed and a 6 year workplan prepared. Numerous custom reports were prepared for the City, and finally, an executive summary was submitted to OCTA for the Measure M2 program.

[PMP Updates & StreetSaver® Setup -Commerce, CA | Project Manager](#)

The City has approximately 67 centerline miles. Lisa assisted the City in setting up a Pavement Management System StreetSaver®. Historically the County of Los Angeles managed their pavements. Lisa assisted the city in verifying street inventory using the shapefiles provided by Los Angeles County, conducted condition surveys as per ASTM and calculated a Pavement Condition Index (PCI). She also trained with City staff on the use of StreetSaver®, including database entry and how to generate GIS Maps.

[PMP Updates & StreetSaver® Conversion - Corona, CA | Project Manager](#)

Lisa managed the City's annual PMS updates, which included pavement condition surveys and budgetary analyses. In 2012 and 2013, she assisted the City as they converted from PAVER™ to StreetSaver®. This included a review of current functional classifications, generating a list of roads needing surveys prior to conversion and helping to define information migrated. She collaborated with City's GIS department to obtain a current shapefile for GIS integration for StreetSaver®. She also trained with City staff on the use of StreetSaver®, including database entry and how to generate GIS Maps.

[Pavement and Asset Management Program - County of Orange, CA | Project Manager](#)

For the current 3-year contract with the County of Orange and its contract Cities of Lake Forest and Dana Point (over 600 miles), Lisa is responsible for quality control of collected pavement distress data, updating maintenance and rehabilitation decision trees and the treatment unit costs, and the development of budget scenarios and summary reports. She works closely with County and City staff to determine unit costs, applicable treatments for the seven-year budgeting scenarios and development of the respective street sections slated for rehabilitation over the next seven years.

[Pavement Management Program Update – Santa Monica, CA | Project Manager](#)

The City converted from PAVER™ to StreetSaver® in 2016 in an effort to make more cost-effective use of the PMP results on more than 166 centerline miles of streets. Lisa updated the preventative maintenance and rehabilitation strategies and treatment unit costs to more accurately reflect the effects of different multiple-year budgets on the pavement network's condition and the backlog of work. She also coordinated the migration of the City's GIS shapefiles to StreetSaver® in order to provide a visual linkage to sections in the City's pavement network.

[Training and Technical Support - Santa Barbara County, CA | Project Manager](#)

Project Manager. Since 2003, Lisa has assisted the County to define the yearly rotation of roads to be surveyed, managed the asset survey crews, data entry technicians and the QA procedures. She assisted with the data gathering for the yearly "Road Book", which encompassed the yearly maintenance and rehabilitation projects. In 2010, Lisa assisted the County with a software conversion from PAVER™ to StreetSaver®. This included a review of current functional classifications, generating a list of roads needing surveys prior to conversion and helping to define information migrated. Lisa collaborated with the County's GIS department to obtain a current shapefile for GIS integration for StreetSaver®.

[Roadway Pavement Distress Evaluations - Orange County, CA | Project Manager](#)

In 2012, the County of Orange contracted with NCE to update the PMPS databases using semi-automated distress collection and catalogue non-pavement assets. The mobile data collection units gathered high-resolution 360° geo-referenced right-of-way street level digital imagery along with 3D point cloud data. The assets collected included curb and gutter, sidewalk, signalizations, signs, striping, drop-inlets and manhole covers. ArcMAP 10.2 was used to 'drop' points to the various layers of the agencies shapefiles.



James Signore, PhD, PE – QC Manager

Education: Ph.D., Civil Engineering, 1998, University of Illinois; M.S., Civil Engineering, 1994, University of Illinois – Urbana-Champaign; B.S., Electrical Engineering, 1985, Clarkson University
Registration/Certifications: Professional Engineer, Civil CA #62647
Affiliation: Transportation Research Board Committee, FAA Pavement Technical Group, ASCE Airfield Pavement Committee

James M. Signore, PhD, PE has over 25 years of engineering experience including 18 years in the pavement field. He specializes in pavement design and evaluation, rehabilitation and maintenance, materials assessment, and training. He has experience in designing pavements for many local agencies, Caltrans, and for heavy vehicle loading applications at airfields and ports. He has researched all types of pavement materials, directed a state-of-the-art research laboratory, and is well versed in state and local pavement practices and specifications.

Dr. Signore is currently the Project Manager for an on-call pavement engineering project with Caltrans. He has taught “Techniques for Pavement Rehabilitation” over 60 times for the National Highway Institute and ASCE, as well as graduate courses in pavement engineering at San Jose State University. He uses his practical and research experience, technical knowledge, and teaching skills to develop and understand in of client needs and the creation of design and rehabilitation strategies that offer the client agency the leading-edge in methods and materials for their pavements. Dr. Signore is a Member of the Transportation Research Board Committee AFD70, Pavement Rehabilitation, and AFD70-1, Pavement Interlayer Systems, and the FAA Airport Pavement Technical Working Group.

Project Experience

Sonoma County 2016 Pavement Management Update | QC Manager/Pavement Specialist

As a QC Manager James is responsible for review of field activities, including spot checks on the field crews during the pavement condition surveys on over 1,000 miles of roads. In addition, he is working with County personnel (maintenance, design, and engineering) to develop guidelines for pavement strategies that are more appropriate for low volume rural roads. This may include different kinds of seals (cape, chip, microsurfacing, etc.) as well as more cost-effective technologies for rehabilitation and reconstruction.

City of Davis 2015 Pavement Management Rehabilitation | Pavement Design Manager

Oversaw design of pavement rehabilitation treatments for eight streets throughout the City. NCE is also in the process of performing civil design for these pavements. Work included preliminary and final field surveys to location base repair sections, potential rehabilitation strategies, as assess specific pavement conditions. Specific problems being addressed include thermal cracking, premature failure due to poor compaction from prior construction cycles, extreme age related cracking, and alignment issues. Strategies being considered include cold-in-place recycling (CIR), concrete cracking and seating, reconstruction, and mill and overlay. Also in lieu of overlays due to pervasive construction problems. Thin high performance surface treatments are being investigated. .

City of San Bruno Pavement Rehabilitation Project | Pavement Design Manager

Pavement design manager for the City’s 2015 street resurfacing program. Seven streets (based upon StreetSaver® selection), were surveyed for distress and structurally evaluated as part of the design process. The construction value of these projects is \$960,000 plus identified contingency streets which may be constructed as well. Potential treatments for these streets include rubberized asphalt overlays, Cold-In-Place Recycling (CIR) and conventional overlays.

Caltrans On-Call Pavement Engineering | Contract Manager & Task Order Manager

Contract Manager and Task Order Manager for this multi-year on-call contract to provide technical solutions and assist with implementing new strategies and policies that will improve the State’s highway network. Key elements

include sustainability, forensics, design tools, performance modeling, data analysis, structural design and asphalt and concrete materials evaluation.

[City of Oakley 2015 Pavement Rehabilitation Project | Lead Pavement Engineer](#)

Acting as lead pavement engineer and advising staff on the design of rehabilitation treatments for one-mile four lane section of Main Street and is working with the client in an advisory capacity for bid document preparation and construction. NCE is also performing civil design for this street. Asphalt pavement surface is visibly old and has a wide variety of distress including block cracking, longitudinal fatigue and joint cracking, and transverse thermal cracking. Much of this distress results from reflective cracking from underlying pavement, which consists of a mix of HMA and "Sierra-Crete". After thorough investigation of options, Cold-In-Place Recycling with an Asphalt Rubber surfacing was selected as the most viable option giving budget constraints and practical construction consideration

[San Francisco International Airport On-Call Pavement Engineering | Senior Engineer](#)

Oversaw and performed site investigation (survey, coring, and deflection testing and made preliminary design recommendations for Boarding Area D Apron concrete overlay rehabilitation. Project field engineer for Pavement Management System update. Performed field surveys, oversaw field surveyors, deflection testing, and coring for aprons, taxiways, runways, and land side pavements. Made site evaluations, investigated, and gave recommendation for maintenance of new AC taxiway premature large-scale reflective block cracking. Examined susceptibility to damage and performance of buried pipes underlying major pavement surfaces due to concerns of failure during aircraft loading.

[Caltrans Pavement Engineering and Pavement Materials Testing | Contract Manager](#)

Dr. Signore is the Contract Manager to provide on-call services that may include consultation, investigation and a full range of pavement engineering and pavement materials testing services for Caltrans.

[Caltrans Superpave Implementation for California | Project Manager](#)

Project Manager for development of Superpave mix design method for California. Worked with Office of Materials and testing to assess best practice methods of specimen preparing and testing including Caltrans modifications to national process. Oversaw large two phase project which included mix design development for materials throughout the state and entailed performance testing comparisons.

[City of Half Moon Bay 2016-2017 Street and Parking Lot Reconstruction Project | Pavement Design Lead](#)

Dr. Signore performed pavement field investigation and final review and edit of the pavement design report. The City of Half Moon Bay asked NCE to provide pavement design recommendations and PS&E for nine residential streets in need of reconstruction and three parking lots in need of repair. The residential streets typically do not have curb and gutter and are in need of surface and sub-surface drainage and shoulder improvements. The parking lot improvements include drainage, grading, and accommodation for parking lot users, such as buses and horse trailers. Streets slated for reconstruction were surveyed by a topographic surveyor to best design for grading and a private utility locator was hired to locate the alignment and depth of underground facilities by way of ground penetrating radar. NCE is assisting the City with coordination of utility companies where underground facility relocation is necessary. The surface seal plans used vicinity maps, quantity schedules, and details and included striping plans. Pavement reconstruction treatments included the use of full depth reclamation (FDR) and rubberized hot mix asphalt (RHMA) overlays.

[Port of Oakland Pavement Engineering | Senior Engineer](#)

Dr. Signore performed pavement designs for heavy vehicle traffic, including fuel and tow vehicles at the Oakland International Airport. He also monitored placement of high-stability mix at the Port of Oakland for use under high-load channelized traffic.



Charlene Palmer – Principal in Charge

Education: BS Civil Engineering Ohio State University, 1981

AAS Environmental Science Muskingum Area Technical College, 1975

Registration/Certifications: Professional Engineer, Kentucky #15269

Affiliation: American Public Works Association, American Society of Civil Engineers, National Society of Professional Engineers, Women's Transportation Seminar, Order of the Engineer

Charlene Palmer brings 35 years of extensive experience in the engineering consulting industry for services covering a broad base of engineering disciplines to a project. A

registered Professional Engineer in Kentucky, her consulting experience includes the transportation, infrastructure, civil, rail / transit, environmental, materials testing and inspection, and geotechnical engineering arenas. She has won and directed projects with services varying from feasibility studies through design support during construction and construction management and inspection services. Ms. Palmer has worked with the team's subconsultant on projects for over 12 years.

She has focused on the transportation and civil engineering arenas during the past 25 years of her professional career. This experience includes providing project / program management; quality management; team coordination; handling and negotiating contractual elements; leading task teams; conducting field reconnaissance; researching data; developing scopes, project understandings and approaches; setting budgets and schedules; providing technical oversight; researching and preparing technical documents; writing training and safety manuals; and developing technical reports. She is particularly experienced in serving as a Project / Program Manager or a Principal-in-Charge for on-call engineering contracts to construction management projects and she has predominately worked with the public sector for cities, counties and agencies.

Project Experience

[City of Moreno Valley 2017 PMP Update | Principal in Charge](#)

Serves as Principal in Charge responsible for providing project quality oversight and assisting with coordination and communication with the team and the city for the Pavement Management Program update and report.

[City of Redondo Beach 2017 Citywide Pavement Network Report | Principal in Charge](#)

Serves as Principal in Charge responsible for providing project quality oversight and assisting with coordination and communication with the team and the city for the Pavement Management System update and report.

[San Diego County 2017 PMP Update | Principal in Charge](#)

Serves as Principal in Charge responsible for providing project quality oversight and assisting with coordination and communication with the team and the county for the StreetSaver® work for their Pavement Management Program.

[City of Mission Viejo On-Call Traffic Engineering Services | Project Manager](#)

As Project Manager her responsibilities included: project studies, traffic studies, public presentations, plan reviews, study reviews, traffic signal design, consultant management, signing/stripping plan, stop sign warrants, signal warrants, resident interface, neighborhood traffic calming programs, and City Council and Planning Commission presentations.

[OCTA Project Management Consultant Rapid Transit Projects | Senior Program Manager](#)

Senior Program Manager for the Project Management Consultant (PMC) Group for Phase II of the Rapid Transit Projects for Orange County Transportation Authority (OCTA) in Orange County. She directed the team for the prime consultant. Jacobs served as an extension of staff to assist with OCTA's multi modal rapid transit program. The main components of this program included Bravo! – OCTA's Bus Rapid Transit Program, the Anaheim Regional Transportation intermodal Center (ARTIC), and the Go Local Program.

[OCTA Engineering Plan Check & Design Review for Railroad Grade Separation Projects | Technical Advisor](#)

As part of a subconsultant team, she served as Technical Advisor for the traffic component, which included coordination with Metrolink, BNSF, UPRR, and Amtrak for the railroad grade separation project review. Stage Construction, Traffic Handling, Detour Plans, and Transportation Management Plan (TMP) reviews provided OCTA with real and relevant information necessary to understand the impacts to the local community and to direct this important project's elements to consensus between the affected agencies the railroads, and MUTCD. Standard traffic engineering practices were used to ensure that safety and constructability standards were met.

[Division of Rail \(DOR\) Development of Project Management Practices, Procedures, and Manual | Senior Project Manager](#)

As Senior Project Manager, Ms. Palmer was responsible for developing a project management manual of practices, procedures, and a supporting manual for DOR staff. The effort was developed with concurrence of DOR and verified and documented Caltrans DOR contract work in order to make it consistent with industry standards, government and safety statutes/regulations and financial and funding contractual requirements.

[Santa Ana Regional Transportation Center \(SARTC\) Master Plan | Civil and Rail Task Manager](#)

Ms. Palmer served as the Civil and Rail Task Manager for a key subconsultant on the IBI Group team on SARTC. The study involved a phased Master Plan for SARTC. The rail infrastructure components of the project included addressing the physical constraints of the site and the rail related clearance requirements. This applies to track alignment and track clearances, additional tracks (shoofly, express service, freight), station platforms for Metrolink and Amtrak, station access, pedestrian circulation via a rail crossing (underpass with potential underground station or overpass with station), the proposed Santa Ana Boulevard Grade Separation project with pedestrian access bridge, maintenance yards, trackway and system equipment, utility relocations, drainage measures, and interaction with other existing and proposed site components. She also assisted with developing plans, cross-sections, and cost estimates for the rail related components for three master plan concepts.

[Santa Cruz Regional Transportation Commission – Branch Rail Line Engineering Services | Project Manager/Civil Lead/Contract Manager](#)

Ms. Palmer served as Project Manager/Senior Contract Administrator/Civil Lead for this contract. SCCRTC intends to maintain freight rail and expand recreational rail service on the 31-mile Santa Cruz Branch Rail Line. The team provided assessments, final design, and bid documents for \$6 million in rail infrastructure improvements, which includes project cost analysis and budgeting for those investments that are most cost beneficial for extending the useful life of the rail line. Design support during construction was provided.

[UPRR Los Angeles East Yard – I-710 Bridge Widening | Senior Contract Administrator / Project Controls](#)

Jacobs / JLP provided services in support of yard improvements to protect UPRR's operations during and after the proposed Caltrans widening of the I-710 bridge over the yard area. The services include coordination between stakeholder parties, structural analysis and design, conceptual design and coordination regarding the maintenance facility, utilities, drainage and yard track design, permitting, and geotechnical and surveying coordination. Ms. Palmer provided progress reports for the project and coordination of project controls.

[California High Speed Rail Association Burbank to Los Angeles Section Constructability | Task Manager](#)

Served as Task Manager responsible for assisting on the design team to provide preliminary engineering design services. She lead the Constructability Assessment Report task that involved determining equipment and quantity estimates, construction sequencing and access road, staging, laydown, batch plant, rail storage and welding and rock crushing locations for each alternative.



Narut Leehacharoenkul, PE – Project Engineer

Education: BS Civil Engineering University of California - Irvine, 2013

Registration/Certifications: Professional Engineer- Civil CA #87320

Affiliation: American Public Works Association, American Society of Civil Engineers

Mr. Leehacharoenkul, PE has engineering project experience specializing in pavement management including budget analyses using both PAVER™ and StreetSaver® software, pavement condition survey QA/QC inspection, asset management using

EarthMine, AutoCAD Civil 3D, ArcMap, and ArcGIS Online. Narut interned in Bangkok in the summer of 2012 assisting the field engineer document various phases of construction. Mr. Leehacharoenkul worked at the City of Stanton as an engineering intern in 2013.



Project Experience

City of Commerce PMP Updates & StreetSaver® Setup | Staff Engineer

The City has approximately 67 centerline miles. Narut assisted the City in setting up a Pavement Management System StreetSaver®. Historically the County of Los Angeles managed their pavements. Narut assisted the City in verifying street inventory using the shapefiles provided by Los Angeles County, conducted condition surveys as per ASTM and calculated a Pavement Condition Index (PCI). He assisted with City staff training on the use of StreetSaver®, including database entry and how to generate GIS Maps.

City of Mission Viejo Pavement Management Update | Staff Engineer

The City converted from PAVER™ software to StreetSaver® software in 2014. Narut assisted with the conversion and verified the accuracy of the data. As part of the project, the maintenance and rehabilitation (M&R) decision tree was updated with new treatments and unit costs re-evaluated prior to performing any budgetary analyses.

Pavement Management Systems | Staff Engineer

Narut is responsible for updating the analysis and quality control of pavement distress data, updating maintenance and rehabilitation decision trees and the treatment unit costs, and the development of budget scenarios and summary reports. His clients include the following cities and counties:

Anaheim	El Centro	Redondo Beach	Thousand Oaks
Buena Park	Fullerton	San Dimas	Torrance
Burbank	Highland	San Gabriel	West Covina
Camarillo	La Habra	San Clemente	Whittier
Carson	Laguna Niguel	Santa Barbara (County)	
Commerce	Lake Forest	Santa Clarita	
Corona	Manhattan Beach	Santa Monica	
Dana Point	Mission Viejo	Seal Beach	
Diamond Bar	Orange (County)	Stanton	

City of Santa Clarita FY 2015-2016 Annual Overlay and Slurry Seal Project | Staff Engineer

Staff Engineer. The project involved pavement reconstruction and resurfacing of 67 City arterial, collector, residential streets, and 2 bike trails. Mr. Leehacharoenkul performed a detailed field survey and prepared the civil designs and layout for the resurfacing streets as well as the design of curb ramps, striping and construction details. Additional responsibilities included utility coordination and bidding and construction support services.



Franc Escobedo – Senior Field Technician

Education: Computer Operations Program, Computer Learning Center, Los Angeles, CA 1983-94
Network Engineering & Administrative Program, Computer Learning Center, Anaheim, CA 1997
Certified Network Administration Computer Learning Center, Anaheim 1997
Registration/Certifications: OCTA PAVER™ Certification 2018 | MTC StreetSaver® Certification 2017

Mr. Franc Escobedo has over 15 years of experience as a pavement management technician for NCE. He has performed numerous pavement condition inspections throughout California, Idaho, and Washington. He experience includes distress collection across various Pavement Management Systems including the Metropolitan Transportation Commission StreetSaver®, PAVER™, Cartegraph, and Hansen systems.




Additionally, Mr. Escobedo has completed both the OCTA PAVER™ and MTC “Distress Identification” courses for both asphalt concrete and portland cement pavements and now assists with the training of agency staff on both courses. Mr. Escobedo performs all activities relating to pavement data collection using hardcopy forms or tablets. As part of the quality control process, he performs cross-checks of data in the PMP database. He also regularly performs quality control checks of field collected data and pavement maintenance history to ensure that PMP databases are accurate and up-to-date. During this process, he also generates detailed reports, which are necessary to perform his cross-checks of the collected data.

His field experience and expertise is an added benefit to agencies during field training. Listed below are a collection of agencies for which Mr. Escobedo has performed condition inspections, all together they easily account for over 6,000 centerline miles of roads and streets.

Project Experience

Pavement Management Surveys | Engineering Field Technician

His experience includes various forms of surveys for pavement distress data collection, this may have included walking, windshield, and or semi-automated. His clients include the following cities and counties:

 Agoura Hills	 Dana Point	 Hillsborough	 San Dimas
 Anaheim	 Davis	 Humboldt County Inyo	 Santa Monica
 Antioch	 East Bay Regional Park District	 La Habra	 Shasta County
 Bakersfield	 Elk Grove	 Lake County	 Seal Beach
 Bell	 El Centro	 Lake Forest	 Stanton
 Buena Park	 El Cerrito	 Lemon Grove	 Thousand Oaks
 Burbank	 Elk Grove	 Manhattan Beach	 Torrance
 Camarillo	 Fairfield	 Marin County	 Vista
 Carson	 Fremont	 Mission Viejo	 West Covina
 Commerce	 Fullerton	 Martinez	 West Sacramento
 Corona	 Hayward	 Orange County	
 Cudahy		 Palm Springs	



Garreth Saiki, PE, GE – Ground Penetrating Radar

Education: MBA, 1998, University of California Davis;

M.S., Geotechnical Engineering, 1989, University of California Berkeley; B.S., Civil Engineering, 1987, University of California Berkeley

Registration: Professional Engineer – CA (#49665), Professional Geologist – CA (#2509)

Affiliation: American Society of Civil Engineers



As a Principal Engineer for Ninyo & Moore, Mr. Saiki coordinates and conducts geotechnical evaluations for residential, commercial, and public facilities, including highways, railroads, airports, pipelines, public and private buildings, and bridges; performs slope stability analyses, flexible and rigid pavement design, and underground pipeline design; prepares and reviews geotechnical reports; and provides geotechnical design parameters and recommendations for shallow and deep foundations, retaining structures, in-situ ground remediation and earthwork; reviews laboratory results, project plans and specifications; provides supervision and technical support to staff-level engineers and geologists; performs project administration and management; and provides forensic evaluation of distressed pavement.

Project Experience

City of Temple City Rosemead Boulevard Enhancements | Principal Engineer

Principal Engineer for the geotechnical evaluation for the Rosemead Boulevard Enhancements project located in Temple City, California. Services included site reconnaissance to observe the general site conditions and subsurface exploration including twelve (12) small-diameter borings. Percolation testing was performed in four (4) of the approximately 5-foot-deep borings.

City of Inglewood Mansfield Avenue Pavement Evaluation | Project Engineer

Project Engineer for the geotechnical consulting services for the rehabilitation of Mansfield Avenue from Slauson Avenue to 62nd Street and Alley east of Overhill Drive from 58th Place to 60th Street. Both street segments are located in unincorporated Los Angeles County, near Inglewood. Our geotechnical services included an evaluation of the current AC pavement condition along each street segment and the development of recommendations for pavement rehabilitation. Twelve (12) cores were drilled through the existing pavement to evaluate the thickness of the pavement and base materials.

Los Angeles County Rosecrans Avenue Pavement Evaluation | Project Engineer

Project Engineer for the geotechnical consulting services for the rehabilitation of Rosecrans Avenue between 150 feet east of Figueroa Street to Broadway, Avalon Boulevard from Redondo Beach Boulevard to Alondra Boulevard, and Wilmington Avenue from Imperial Highway to 126th Street. All three streets are located in unincorporated Los Angeles County in the Rosewood and Willowbrook area. Geotechnical services included an evaluation of the current AC and PCC pavement condition along each street segment and the development of recommendations for pavement rehabilitation. Ninyo & Moore drilled 33 cores through the existing pavement to evaluate the thickness of the pavement and base materials.

Los Angeles County Accelerated Road Construction Program (ARCP) | Project Manager

Project Manager providing pavement evaluation and design services to the County of Los Angeles, Department of Public Works, for the ARCP. This major fast-track county project included the evaluation of existing pavements for 84 different highway and street segments covering approximately 35 miles, and required extensive coordination efforts with various County departments and our sub-consultants. Mr. Saiki performed pavement analyses and prepared our materials reports that provided geotechnical recommendations for the development of new pavement structural sections for AC and Portland cement concrete (PCC) pavements, as well as AC and ARHM overlays. Pavement analyses were performed in accordance with County guidelines and the Caltrans Highway Design Manual.

Los Angeles County Carson Street Pavement Evaluation | Project Engineer

Project Engineer for the geotechnical consulting services for the rehabilitation of Carson Street from east of Normandie Street to the Harbor Freeway (I-110) and Westminster Avenue from Pacific Coast Highway (Highway 1) to the Haynes Channel, located in unincorporated Los Angeles County. Our geotechnical services included an evaluation of the current AC and PCC pavement conditions along each street segment and the development of recommendations for pavement rehabilitation. Ninyo & Moore drilled 27 cores through the existing pavement to evaluate the thickness of the pavement and base materials.

City of San Juan Capistrano Pavement Rehabilitation | Principal Engineer

Served as Principal Engineer for the soils and materials testing services during the construction of the Pavement Rehabilitation project. The project also upgraded various residential sidewalk locations with handicap ramps in compliance with State ADA requirements. The improvements involved subgrade preparation, aggregate base and AC pavement for the improvements on Via Del Rey, Via Del Amo, Avenida Descanso, Avenida Cabrillo, Avenida Miraposa, Calle Miguel, Calle San Marcos, Avenida Romero, Avenida Olivera, Via Lorado, Paseo Blanco, Calle Jardin, Paseo Plano, La Mantanza and La Calera. Scope of work included inspection and testing of soil, aggregate base and asphalt concrete (AC). Services consisted of project management and coordination, as well as data compilation and analysis. The field services included site visits for sampling of on-site materials and density testing and the laboratory services involved various testing of subgrade, aggregate base and asphalt materials.

Orange County Niguel Shores Pavement Rehabilitation | Project Manager

Served as Project Manager for the geotechnical consulting services for the overlay of approximately 460,000 square feet of existing asphalt pavement within the Niguel Shores Community in Monarch Beach. Services included a review of geologic and historical background information, drilling, sampling, and logging of 22 small-diameter borings to depths of up to 5 feet; and performance of laboratory tests to determine R-value, soil moisture, and soil density. Geologic and engineering analyses of the collected data were performed and a written report was prepared that presented the findings and geotechnical recommendations for the design and construction of the proposed AC and Petromat overlay. Also included was the construction management services during the overlay construction and the observation of the contractor's placement methods, evaluation of the materials brought to the site for conformance with project plans and specifications, and evaluation of the overlay thickness.

Los Angeles County Harding Avenue Pavement Evaluation | Project Engineer

Project Engineer for the geotechnical consulting services for the rehabilitation of six street segments located in East Los Angeles. The areas for rehabilitation include Harding Avenue from Whittier Boulevard to 6th Street, Mobile Avenue from Whittier Boulevard to Hubbard Street, Hay Avenue from Whittier Boulevard to 100 feet north of Hubbard Street, Saybrook Avenue from Whittier Boulevard to 250 feet north of Hubbard Street, Leonard Avenue from Whittier Boulevard to 320 feet north of 6th Street, 6th Street from Bradshaw Avenue to Leonard Avenue. Geotechnical services included an evaluation of the current AC pavement conditions along each street segment and the development of recommendations for pavement rehabilitation.

City of Newport Beach Jamboree Road Street Rehabilitation | Project Manager

Project Manager retained to provide geotechnical services for the major highway rehabilitation. Background review, visual observation of pavement distress features, drilling and sampling of pavements, laboratory testing of subgrade soils, and pavement analyses of the collected data were performed. Mr. Saiki performed pavement analyses and prepared pavement report, which provided recommendations for roadway rehabilitation through the use of a new pavement overlay, including an alternative consisting of asphalt rubber hot mix (ARHM).



COMPANY QUALIFICATIONS

SECTION 4 – COMPANY QUALIFICATIONS

NCE is a client-focused engineering, science, planning, and construction services firm with specialty focus on pavements. We have nearly 100 employees and five offices in California and Nevada. Since 1990, NCE has focused on developing repeat clients by providing high value services. Our clients continuously work with NCE staff because of our collaborative style of working on projects, our commitment to making sure the project is a success, and the confidence they have in our ability to complete the project to their satisfaction.

The City of Huntington Park (City) can expect superior customer service and high value work products tailored to this specific project Pavement Management Program (PMP). NCE’s civil design engineers and technicians have extensive experience in pavement management and pavement design in addition to developing plans, specifications, and construction cost estimates. It is the fundamental goal of NCE to produce high quality work products while maintaining a reputation for timely service. NCE professionals follow rigorous quality control procedures and guidelines, producing design products in a manner consistent with industry as well as applicable local and state standards.

More than 85% of NCE’s revenues come from City and County governments, which allows us to understand an agency’s needs and perspectives.

NCE’s innovative thinking goes beyond accurate technical solutions and builds client confidence through the delivery of successful projects. NCE provides the following core capabilities and services to its clients; we have highlighted those capabilities that are relevant to this project.

Pavement Expertise

NCE has extensive experience evaluating and implementing pavement and asset management systems for many public agencies throughout California. We are a nationally recognized pavement specialty firm, with broad capabilities and expertise in the areas of pavement management, civil engineering, and pavement design, evaluation and analysis.

NCE understands the City currently had the PAVER™ system but would like to convert to StreetSaver® software. We can assist the City with the conversion as we have performed this task for more than a dozen cities in the past two years. NCE has an extensive background providing PMP services and is proficient with multiple pavement management software programs currently in use including PAVER™ and StreetSaver®.

NCE CAPABILITIES
<i>Asset/Pavement Management</i>
<i>Pavement Testing, Analysis & Design</i>
<i>Civil Engineering Design</i>
<i>GIS & Database Management</i>
<i>Pavement Rehabilitation and Sustainability</i>
ADA Retrofit Design
Environmental Studies (CEQA/NEPA)
Stormwater Management
Watershed Planning and Wetland Delineation
Regulatory Compliance & Permitting
Bike & Pedestrian Path Design
Sustainable Design & Low Impact Development (LID)
Construction Documents (PS&E)
Utility Relocation Design
Hydrology & Hydraulic Analysis
Stakeholder Facilitation/Public Outreach
Water Quality/Erosion Control Systems
Water System Modeling & Design
Hazardous Materials Assessments

With NCE's prior experience working with hundreds of other cities on pavement management plans and systems, as well as pavement designs, NCE is well qualified to assist the City with this project. We have implemented PMPs and conducted pavement condition surveys, analysis and developing rehabilitation work plans for over 200 cities and counties in the United States. NCE is very familiar with all aspects of pavement evaluation, analysis, There are numerous pavement rehabilitation techniques available today with new binders, new additives and polymers, all of which may be applied in various layers to preserve pavement life. NCE constantly seeks to identify the most cost-efficient alternatives for cities and counties such as cold-in-place recycling, full depth reclamation, warm mix asphalt, terminal blend asphalt rubber binders, etc. **Many of the technologies NCE can implement will meet potential City sustainability or environmental goals and policies.** Some examples are described in the following paragraphs.

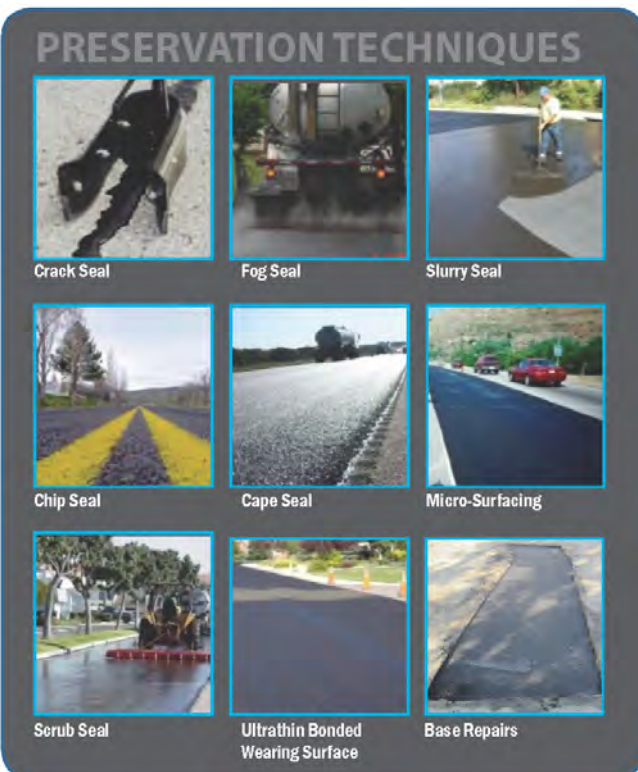
Pavement Design & Analysis

Pavement designs, plans, specifications and estimates (PS&E) for preventive maintenance, rehabilitation, and reconstruction are NCE's specialty and we offer extensive experience and expertise with pavement treatment alternatives. We have designed more than 1,000 roads throughout California and Nevada. NCE has comprehensive knowledge of both the Greenbook and the Caltrans Standard Plans and Specifications, which are most commonly referenced throughout California cities.



Our civil and geotechnical engineers not only understand the types of pavements and treatment options, they also understand the significance and cost implications of proper roadway support on competent subgrade soils to limit future settlement and cracking. Pavement design begins with an accurate assessment of the existing structural adequacy. Unlike traditional civil firms who rely on core samples, we employ our pavement inspection expertise in conjunction with deflection data and materials testing to more accurately assess the engineering properties of the existing roadway.

Sustainability and Long-Term Pavement Preservation Techniques



Sustainability is not consistently or formally considered in pavement design and construction. Yet it is well documented that pavements have a large impact on the overall economic, environmental, and social fabric of local streets and roads. This is even more evident as streets are no longer viewed strictly as a means for vehicle conveyance, but instead as part of a larger transportation system that includes multiple transportation modes and their impact on the environment and society as a whole. NCE partners with our clients within a workable definition of sustainability as it pertains to pavements, describing the importance of the pavement life cycle (economically, environmentally, and socially) and the need to consider tradeoffs in the decision making process.

Our expertise in pavement treatment alternatives includes, but is not limited to, cost saving, cutting edge, and green/ sustainable paving technologies such as warm mix asphalt and in-place recycling technologies.

With the passing of Senate Bill 375 in California, the reduction of statewide greenhouse gas emissions is critical. The NCE Team understands the importance of material choices, whether asphalt or concrete, and how these choices impact pavement sustainability and how relatively simple changes can result in major sustainability improvements to help maximize the capital budget available from the City to extend pavement life. We are strong advocates for the adoption of innovative design and quality construction practices that consider the use phase and the interaction pavements have with the environment and surrounding communities. We are also experts in strategies to assess pavement sustainability, including economic life cycle cost analysis (LCCA), environmental life cycle assessment (LCA), and pavement sustainability rating systems. NCE's goal is to work closely with our clients to communicate and implement the emerging body of knowledge regarding sustainable pavement practices and to answer their questions regarding these practices as applied to their everyday needs.

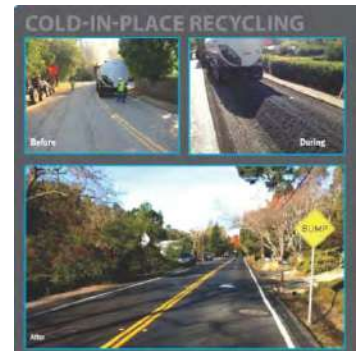
NCE constantly seeks to identify the most cost-efficient alternatives for agencies such as full depth reclamation, cold-in-place recycling, warm mix asphalt, terminal blend asphalt rubber binders, etc. Many of the technologies NCE can implement will meet the goals of most Sustainable Community Plans. As a firm that specializes in pavement design, NCE is involved with projects at both the national and local levels related to sustainable pavements. Dr. Tom Van Dam, a principal engineer with NCE is the Principal Investigator for the Federal Highway Administration (FHWA) on Sustainable Pavement Systems. He has developed technical guidelines and a webinar series for the FHWA.



Recently, NCE prepared a report to evaluate cool pavement alternatives for the City of Chula Vista as a means of mitigating the urban heat island impact. This included the use of pavement alternatives such as porous or permeable pavements, pavers, concrete pavements, use of light colored aggregates, etc. In addition, Dr. Van Dam was also part of a Lawrence Berkeley National Labs panel sponsored by the California Air Resource Board to evaluate pavement reflectivity to develop statewide climate models.

Composite Pavements – NCE worked for the Strategic Highway Research Program (SHRP2 R21) to develop best practice standards for AC/PCC composite pavements nationwide. This project resulted in the development of best practices in construction, specifications, and quality management procedures for these pavements. NCE is currently teaching a series of workshops for State Highway Agencies (SHA) nationwide to help them implement key best practices for Composite Pavements. While this work was funded and aimed at SHAs, the fundamental concepts of Composite Pavements and the best ways to implement them can be translated to cities as well.

Cold-In-Place Recycling (CIR) - A cost-effective alternative to traditional “mill and fill” pavement treatments, CIR can yield cost savings of as much as 30% by the use of existing asphalt concrete (AC) materials, which produces less truck hauling and better time efficiency during construction. The technology involves milling of existing AC (asphalt concrete), pulverizing and processing to a specified material size, adding emulsion, mixing, and then placing and compacting it onto the roadway. A thin AC overlay is typically placed as a smooth wearing course. Longer pavement sections (generally at least 500,000 square feet of pavement area) that require deeper mill and fills (typically at least 3 inches) are good candidates for CIR with potentially large cost savings.



Full Depth Reclamation (FDR) is a process that reconstructs failed AC pavements by recycling the existing roadway materials; old AC and aggregate base materials are pulverized and “mined” utilizing specialized equipment. The FDR method recycles the materials in-situ, and can offer significant cost savings over conventional roadway reconstruction techniques. It is generally cost effective for areas as little as 25,000 sf.











NCE has assembled a team of extremely experienced individuals who have delivered PMP and pavement evaluation and analysis projects throughout California and the West Coast. NCE is committed to providing our clients continuity in staff and quality in service. Our staff benefits from continuous training in the latest versions of software, design, and construction techniques. We not only frequently participate in such training, but also instruct others throughout the engineering community. The City Huntington Park can count on our team to provide superior, responsive service on this project.



Asset Management

As part of NCE's asset management services, we collect both inventory and condition data on storm drains, sidewalks, curbs and gutters, curb ramps, paint markings for various public agencies. We have developed customized condition rating standards where none exist. The data is entered into a database, either proprietary software or custom databases developed by NCE. These are then analyzed to develop funding estimates for the future and work plans. The results are typically presented in reports, AutoCAD maps or GIS shape files.

One of the best illustrations of our experience is with Orange County, where we have collected the following assets:

-  Sign Inventory
-  Striping and curb markings
-  Street lights
-  Manholes
-  Catch basins
-  Traffic signals
-  Traffic control cabinets
-  Sidewalk
-  Curb and Gutter
-  Medians



As an indicator of our experience and the quality of our work, **NCE was nominated by Orange County for a "Red Carpet" Award**. This award is for agencies who have implemented innovative policies and programs that cut through red tape and reduce costs. In this case, the data NCE collected reduced the field time required for repairs and decreased the County's response time to complaints and requests from residents.

Ninyo & Moore Ninyo & Moore, a California Corporation, is a minority-owned, multidisciplinary consulting firm that provides high quality geotechnical and environmental consulting services, and was incorporated in 1986. They provide consulting services in geotechnical engineering, construction inspection and testing, engineering geology, hydrogeology, hazardous waste remediation, and environmental assessment. They are committed to being responsive, thorough, technically sound, and active in the business community. Ninyo & Moore serves its clients through offices in Los Angeles, Irvine, Fontana, San Diego, Oakland, Sacramento, San Jose, and San Francisco, California; Las Vegas, Nevada; Prescott Valley, Phoenix, and Tucson, Arizona; Denver, Colorado; and Houston, Texas.

The quality of Ninyo & Moore's personnel base of over 390 employees is widely recognized. Their staff of professionals includes experienced and registered geotechnical engineers, civil engineers, environmental engineers, engineering geologists, hydrogeologists, environmental scientists, certified technicians and field inspectors, and hazardous waste and regulatory compliance specialists. The experience of Ninyo & Moore's geotechnical staff encompasses projects throughout the southwestern United States, including roads, bike trails, bridges, roads, highways, channels, pipelines, pump stations, sewers, treatment plants, power plants, dams, waste-to-energy facilities, tanks, tunnels, transmission towers, municipal and commercial structures, recreational, educational, and

medical facilities, reservoirs, harbors and offshore structures, railroads, airports, low- and high-rise structures, landfills, and other public and private works.

Ninyo & Moore has five fully-equipped, certified geotechnical laboratory facilities in California supervised by registered engineers. Their laboratories are certified by AASHTO, Caltrans, and the Division of the State Architect, the City of Los Angeles, and the City of San Diego.

Ninyo & Moore is familiar with Los Angeles County and its various city's local conditions having performed geotechnical evaluations for numerous projects within the area. Ninyo & Moore will provide similar GPR services for this project should the City decide to complete the AC pavement and base thickness optional task identified in the RFP.



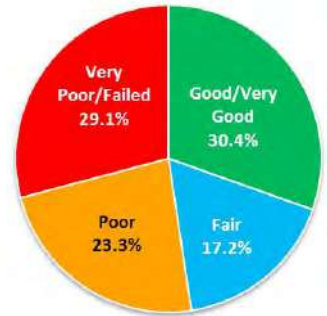
REFERENCES

SECTION 5 – REFERENCES

Pavement Management Implementation, Commerce, CA

NCE implemented the StreetSaver® PMP software for the City. The scope of work included:

- ❏ Verified street inventory using shapefiles provided by Los Angeles County
- ❏ Conducted condition surveys as per ASTM D6433 distress protocols
- ❏ Calculated a Pavement Condition Index (PCI) on 67 centerline miles
- ❏ Reviewed maintenance and rehabilitation (M&R) strategies and costs
- ❏ Determined the budget needs of the road network
- ❏ Presented results to City Council Completed multiple funding/budget scenarios
- ❏ Linked database to GIS
- ❏ Trained City staff on StreetSaver® software



Reference: Maryam Babaki, PE – Director, (323) 722-4805 ext. 2337

Project Team: Lisa Senn, Narut Leehacharoenkul, Franc Escobedo

Pavement Management Program Update, San Gabriel, CA

NCE updated the PMP which included:

- ❏ Upgraded StreetSaver® database to newest version
- ❏ Verified all data successfully
- ❏ Performed distress/condition surveys using StreetSaver® protocols
- ❏ Performed budgetary analyses and developed work plan.
- ❏ Developed a multi-year maintenance program.



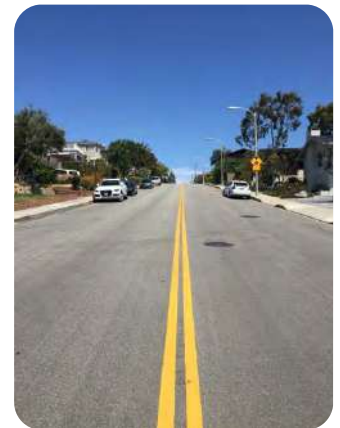
Reference: Daren T. Grilley – Public Works Director, (626) 308-2825

Project Team: Lisa Senn, Narut Leehacharoenkul, Franc Escobedo

Pavement Management Update and Conversion, Manhattan Beach, CA

NCE converted the old RoadMatrix database to StreetSaver® in 2016. The following tasks were performed:

- ❏ Converted RoadMatrix database to StreetSaver®
- ❏ Performed distress/condition surveys on approximately **104.6 miles of streets** in accordance with ASTM D6433-11.
- ❏ Calculated pavement condition indices (PCI's) for each street section and the entire network.
- ❏ Developed maintenance and rehabilitation strategies and unit costs.
- ❏ Performed budgetary analyses and developed maintenance work plan.
- ❏ Linked database to GIS.
- ❏ Prepared final reports and maps.
- ❏ Trained City staff on StreetSaver® software.



Reference: Prem Kumar, PE – City Engineer, (310) 802-5352

Project Team: Lisa Senn, Narut Leehacharoenkul



SECTION 6 – STANDARD PROFESSIONAL AGREEMENT

NCE has reviewed the City's standard professional services agreement and respectfully submits the following proposed contract modifications for the City's consideration. All proposed changes are in *red italics*.

A complete copy of the City's sample standard professional services agreement with notated modifications is included in the Required Forms tab of our submittal after the Certification of Firm's Acceptance of City of Huntington Park's Contract Services Agreement and Proposal for Modification of Terms form.

II. PERFORMANCE OF AGREEMENT

- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:

- A. CONTRACTOR shall perform all Work skillfully, competently and to the *highest* standards of CONTRACTOR'S profession;

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all *pure economic* loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost ~~arising out of or in any way related~~ to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR'S commitment to indemnify, *reimburse the apportioned costs to* defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and *reimburse the apportioned costs to* defend the CITY Indemnitees from and against all liability, loss, *pure economic* damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature ~~arising out of or in connection with~~ CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.



This section contains the following:

- Testimonials and Reference Letter
- Sample Report
- Sample Work Plan



TESTIMONIALS AND REFERENCE LETTER

Testimonials

The following are testimonials and client quotations regarding NCE and our staff to demonstrate the overall satisfaction of our long-term, repeat clients.

“NCE and their staff were professional, technically savvy on pavement preservation, and highly knowledgeable on the StreetSaver® program. Lisa and Narut were always available to assist us and were attentive to our needs. They had the challenge to analyze over 220 centerline miles of streets...to develop the recommendations. All this was done from a spreadsheet and was done within the allotted time frame for their scope of work. On a side note, they offered a personal touch which most consultants overlook. I highly recommend them for the City of South El Monte.”

Christopher Magdosku, PE, former Assistant Director of Public Works, City of Whittier

“NCE does an excellent job of developing viable and complete pavement management systems and programs. They are professional, helpful and right on schedule.”

Chris Vogt, Former Director for the City of Moreno Valley (2017)

“I have had the pleasure of working with Lisa for many years...She was instrumental in facilitating the County’s migration from PAVER™ to StreetSaver® in 2011, and she continues to be an integral part of our Pavement Management Team. Lisa demonstrated extensive knowledge of Pavement Management Systems, and a keen understanding of our organization’s needs and goals. Lisa has vast and intricate knowledge of the StreetSaver® Program.”

Scott D. McGolpin, Director, County of Santa Barbara Public Works Department

“NCE has worked diligently with the City in this area to develop work schedules that smoothed the peaks and valleys from a budgetary standpoint. The end result has been that the City’s Pavement Condition Index is improving without any long term increase in the cost of achieving this.”

Dan Wall, Former Director, City of San Marino (Currently Director at City of Vernon)

“Thank you to you and your team for all your efforts in providing the County of Orange with the Year 2 deliverables. Due to the difficulties encountered with the large number of assets within the County, this was quite a task. We are very happy with the final product and look forward to the kickoff meeting for Year 3. The extensive work put in by NCE and Cartegraph is much appreciated.”

Steven R. Clayton, Pavement Management Supervisor, County of Orange

“The City has been very satisfied with the work done by NCE staff. Their work has been of high professional quality and we have been satisfied with the accuracy of their work. I have been impressed with Margot Yapp’s knowledge of the subject of pavement management and preservation.”

Elizabeth Chopp, City of Chula Vista

“For several years, NCE has conducted the bi-annual surveys of our streets in Buena Park. They have analyzed our data and produced the certification reports for the Orange County Transportation Authority (OCTA). They have demonstrated an extensive knowledge of Pavement Management Systems and a keen understanding of our organization’s needs.

NCE has provided excellent services and value, and always willing to do whatever it takes to get the job done on time and within budget. We are extremely pleased with the services and continue to request NCE technical support and there is always someone available to help us work through any issue.”

Jim Biery, P.E., Retired Director of Public Works, City of Buena Park, CA

City of Huntington Park Preparation of Pavement Management Program
Request for Proposal



METROPOLITAN
TRANSPORTATION
COMMISSION

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August 28, 2015

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Santa Clara County

Jake Mackenzie, Vice Chair
Sonoma County and Cities

Alicia C. Aguirre
Cities of San Mateo County

Tom Azarabradu
U.S. Department of Housing
and Urban Development

Jason Baker
Cities of Santa Clara County

Tom Bates
Cities of Alameda County

David Campos
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Federal D. Glover
Contra Costa County

Scott Haggerty
Alameda County

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Executive Director

Alix Bockelman
Deputy Executive Director, Policy

Andrew B. Fremier
Deputy Executive Director, Operations

To Whom This May Concern:

RE: Nichols Consulting Engineers (NCE)

This letter recommends Margot Yapp, Principal/Vice President of NCE, and her staff to assist the City of San Francisco with its Pavement Management System program.

Since 1996, NCE has provided MTC with professional assistance regarding Pavement Management Systems in the region, and NCE has worked on MTC's Pavement Management Technical Assistance Program (P-TAP) since its inception in 1998. NCE, through Ms. Yapp's leadership, has built a very good reputation implementing pavement management systems for local agencies throughout the west coast and in the San Francisco Bay Area in particular.

NCE has been a pleasure to work with. Ms. Yapp and her team have helped inform and increase the value of the P-TAP program for its participant jurisdictions. The firm pays attention to customer needs and has been fast to respond to the needs of MTC and its jurisdictions. Ms. Yapp frequently provides Pavement Management Systems training at MTC's Street Saver User Week gatherings and she recently provided technical training to P-TAP jurisdictions regarding decision trees in Street Saver.

I have worked with Ms. Yapp for the past three years; she is an exceptional project manager with outstanding communication skills who possesses masterful technical knowledge, in practice and conceptually, of pavement management systems. She is very well respected as one of the best practitioners in the fields of pavement management and pavement preservation. If you have any questions, please contact me at chohorst@mtc.ca.gov or call me at 510-817-5869.

Sincerely,

Christina Hohorst
Project Manager, P-TAP



The subsequent pages contain a sample pavement management report from the City of Commerce for the City's review.

City of Commerce

2535 Commerce Way
Commerce, CA 90040



2015 Pavement Management Program Update

June 2015
748.01.30

City of Commerce

2535 Commerce Way
Commerce, CA 90040



2015 Pavement Management Program Update

June 2015

748.01.30

9550 Warner Avenue, Suite 370

Fountain Valley, CA 92708

(714) 848-8897



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Section Description Inventory Report – Sorted by Street Name

Section Description Inventory Report – Sorted by PCI (Descending)

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Maintenance and Rehabilitation Decision Tree



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Budget Needs – Projected PCI/Cost Summary Report
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Background

The City of Commerce (City) has relied on the County of Los Angeles to manage the street network in the past. However, with new staff resources available, the City desires to implement a pavement management system (PMS). NCE was selected by the City in 2014 to implement the PMS and train member agency personnel to maintain it in the future.

Broadly, a “... pavement management [program] system is designed to provide objective information and useful data for analysis so that ... managers can make more consistent, cost-effective, and defensible decisions related to the preservation of a pavement network.”¹

In other words, a PMS is designed to assist cities answer typical questions such as:

- What does the City’s street network consist of? How many miles of streets are eligible for federal, state or other funds? How many are subjected to traffic from buses or heavy trucks?
- What is the existing condition of the City’s maintained streets? Is this an acceptable level for the City? If not, what is an acceptable level? How much additional funding is needed to achieve an acceptable level?
- Are there streets in specific areas that are much worse than others, and if so, how much worse?
- How will the condition of the City’s maintained streets respond over time under existing funding levels?
- What maintenance and rehabilitation strategies exist to improve current street conditions? What maintenance activities or treatments have occurred in the past on any given street?
- What impact would either additional funding or a decrease in funding, have on the condition of the overall pavement network?
- What is the backlog of maintenance and rehabilitative work that should be done? What are the future maintenance and rehabilitation needs? Are there different needs for different classes of streets i.e. arterials vs. residential?
- Under different funding levels, what is the most cost-effective way to implement a multi-year capital improvement program? Maintenance work program?
- What are the street repair priorities, given different budgeting scenarios?

In order to answer the questions above, the City selected the Metropolitan Transportation Commission’s (MTC’s) StreetSaverTM pavement management system.

NCE next performed condition surveys on the City’s entire pavement network of 70.2 centerline miles (17,610,637 square foot), which included 18.1 centerline miles of arterials, 4.42 centerline miles of

¹ AASHTO “Guidelines for Pavement Management Systems”. American Association of State Highway and Transportation Officials, Washington DC, July 1990.



collectors, and 47.7 centerline miles of residential/others. Field surveys were completed in April 2015 and all survey data were entered into the City's StreetSaver™ database.

A maintenance and rehabilitation (M&R) decision tree was created in StreetSaver™, and the pavement funding needs were determined. Finally, eight budgetary scenarios were analyzed for the pavement network.

Purpose

The purpose of this report is to assist decision makers at the City of Commerce in utilizing the results of the StreetSaver Pavement Management System (PMS). Specifically, this report links the PMS recommended repair program costs to the City's current budget and projected budget alternatives to improve overall maintenance and rehabilitation strategies. This report assesses the adequacy of ideal and projected revenues to meet the maintenance needs recommended by the PMS program. It also maximizes the returns from expenditures by:

- 1) Implementing a multi-year street rehabilitation and maintenance program;
- 2) Developing a preventive maintenance program; and
- 3) Selecting the most cost effective repairs.

This report is meant to assist the City with identifying maintenance priorities specific to its needs. It examines the overall condition of the street network and highlights options for improving the current network level pavement condition index (PCI). These options were developed through "what-if" analyses. By varying the budget amounts available for pavement maintenance and repair, one can show how different funding strategies affect the City's streets over the next 20 years.



Network Description

The City is responsible for the repair and maintenance of more than 70 centerline miles of pavement, or 412 pavement sections. Table 1 below summarizes the entire pavement network by functional class.

Table 1: Summary Statistics of Pavement Network

Functional Class	Sections	Centerline Miles	Lane Miles	Area (Sq ft)	% of the Entire Network (by Pavement Area)
Arterials	88	18.1	88.2	6,492,636	36.9
Collectors	20	4.4	15.3	1,237,915	7.0
Rural Local	254	42.8	93.8	9,389,576	53.3
Other*	50	4.9	9.7	490,510	2.8
Total	412	70.2	207.0	17,610,637	100%

*Other includes all alleys in the City

The network replacement value is estimated to be approximately \$111 million. This is the amount needed to fund the full reconstruction of the City's pavement network and does not include related infrastructure assets such as sidewalks, signals, markings, signs etc.

A listing of all street sections in the network and their corresponding pavement condition index (PCI) at the time of inspection and other attribute data is included in Appendix A. For convenience, there are two listings – one sorted by street name and the other sorted by descending PCI.

The City has approximately 25% truck traffic, which is higher than most cities. There are through-passage heavy truck routes designed for vehicles that exceed a maximum gross weight limit of six thousand pounds. The following is the list of truck routes (approximately 34% of total miles):

- Telegraph Road;
- Washington Boulevard;
- Bandini Boulevard, from Eastern Avenue to Greenwood Avenue;
- Slauson Avenue;
- Atlantic Boulevard;
- Goodrich Boulevard;
- Eastern Avenue south from Atlantic Boulevard to the south city limits at Randolph Street;
- Eastland Avenue from Eastern Avenue to Washington Boulevard;
- Malt Avenue from Telegraph Road to Garfield Avenue;
- Garfield Avenue from Gage Avenue to Telegraph Road and from Ferguson to Malt Avenue;
- Greenwood Avenue;
- Ferguson Drive from Goodrich Boulevard to Gerhard Avenue;



- Gerhart Avenue from Ferguson Drive to Olympic Boulevard;
- Olympic Boulevard from Goodrich Boulevard to the easterly city limits;
- Gage Avenue from Greenwood Avenue to Slauson Avenue;
- Union Pacific Avenue between Goodrich Boulevard and Gerhart Avenue;
- Pine Avenue, Oak Avenue, Elm Avenue, Arrowmill Avenue and Cobb Avenue between Washington Boulevard and Pacific Way;
- Pacific Way between Pine Avenue and Elm Avenue;
- Pacific Way between Arrowmill Avenue and Cobb Street;
- Flotilla Street between Saybrook Avenue and Yates Avenue;
- Gayhart Street between Washington Boulevard and Saybrook Avenue;
- Saybrook Avenue between Washington Boulevard and Flotilla Street;
- Yates Avenue between Malt Street and Flotilla Street;
- Garfield Avenue between Malt Avenue and Yates Avenue;
- Corsair Avenue north of Washington Boulevard to its terminus;
- Carrier Avenue north of Telegraph Road to its terminus;
- Camfield Avenue between Telegraph Road and Flotilla Street;
- Hoeffner Avenue between Telegraph Road and Flotilla Street;
- Smithway between Gaspar Avenue and Flotilla Street;
- Sycamore Street between Vail Avenue and the east city limits;
- Vail Avenue between Sycamore Street and the north city limits;
- Canning Avenue between Garfield Avenue and the westerly terminus;
- Boxford Avenue north of Slauson Avenue to its terminus;
- Noakes Avenue between the west city limits and Eastern Avenue;
- Noakes Avenue between Herbert Street and Bonnie Beach Avenue;
- Hicks Avenue, Rowan Avenue, and Eastman Avenue between Noakes Street and the north city limits;
- Herbert Avenue and Noakes Street between the north city limits; and Bonnie Beach Avenue;
- Union Pacific Avenue between Telegraph Road and Marianna Avenue;
- Jillson Street between Eastern Avenue and O'Neill Avenue

Note: These truck routes are primarily arterials and collectors, but approximately 40% are on residential streets.



Pavement Current Condition

The pavement condition index, or PCI, is a measurement of the pavement condition and ranges from zero to 100. A newly constructed street will have a PCI of 100, while a failed street will have a PCI of 25 or less. **The average 2015 PCI of the City's entire street network is 49.** Note that these values are projected and area-weighted calculations from StreetSaver. This does not include any pavement rehabilitation that is scheduled for summer 2015. Also, the average PCI of the truck routes is 49, which is similar to City's overall average. The average remaining service life (RSL) is estimated to be approximately 14 years for the streets (this is the time required for pavements to reach a "Very Poor/Failed" condition if no maintenance occurs).

Figure 1 below illustrates the definitions of the five pavement condition categories. Note that the StreetSaver Maintenance and Rehabilitation (M&R) Decision Tree in Appendix B assigns different condition category descriptions from those in Figure 1.

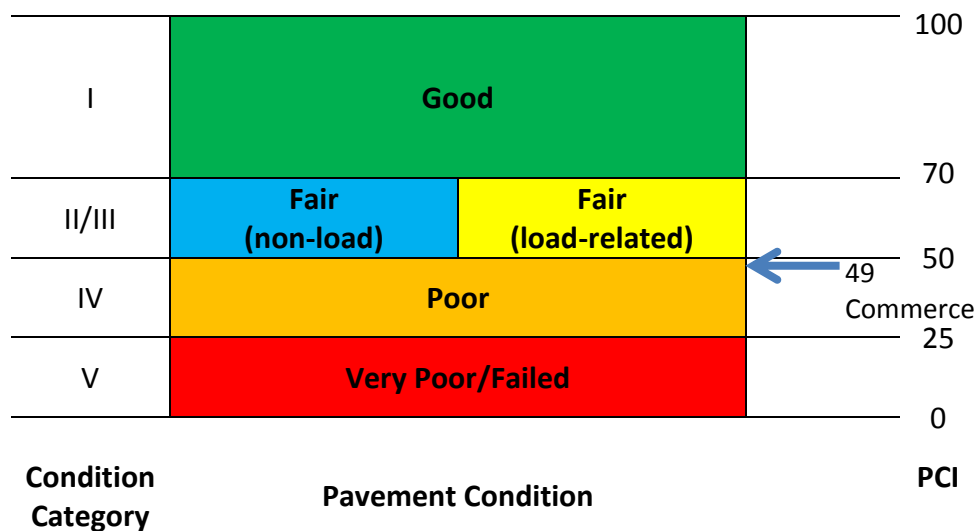


Figure 1: Pavement Condition Categories

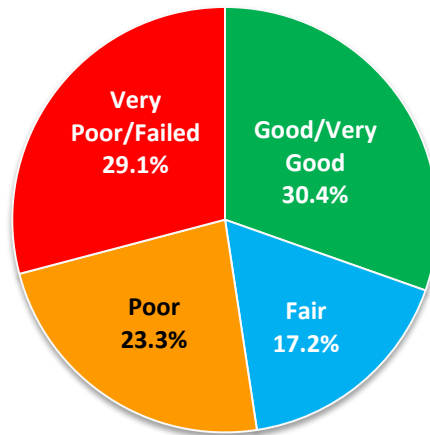


Table 2 and Figures 2 and 3 detail the pavement condition breakdown for the streets by PCI ranges or condition category. Approximately 30% of the entire City's streets for 2015 are in the "Good" condition category. However, 52.4% of the pavements fall in the "Poor" or "Very Poor/Failed" condition categories.

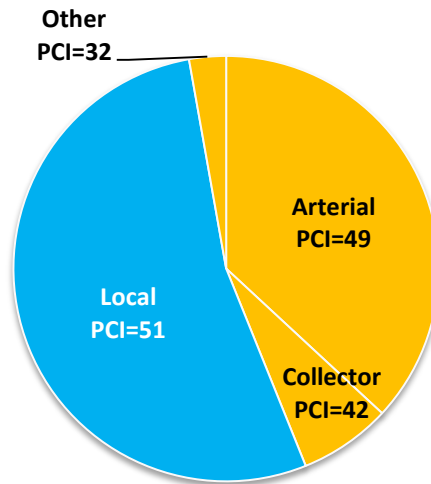
Table 2: 2015 Pavement Condition Breakdowns by Area

Condition Category	PCI Range	Arterial (%)	Collector (%)	Residential (%)	Other* (%)	Entire Network (%)
Good (I)	70-100	12.8	0.5	16.9	0.2	30.4
Fair (II/III)	50-69	6.0	1.5	9.4	0.3	17.2
Poor (IV)	25-49	5.2	3.2	13.7	1.2	23.3
Very Poor/Failed (V)	<25	12.9	1.8	13.3	1.1	29.1
Total		36.9%	7.0%	53.3%	2.8%	100%

*Other includes all alleys in the City



**Figure 2: Pavement Condition Summary by Condition Categories
(Entire Network by Area - 2015)**



**Figure 3: Average Pavement Condition by Functional Classification
(Entire Network by Area - 2015)**

To compare the City's PCI with other neighboring cities, data from the 2014 California Statewide Local Streets and Streets Needs Assessment survey was used. The results are shown in Figure 4 and as can be seen, the City has a pavement condition that is in the lower group of neighboring cities.

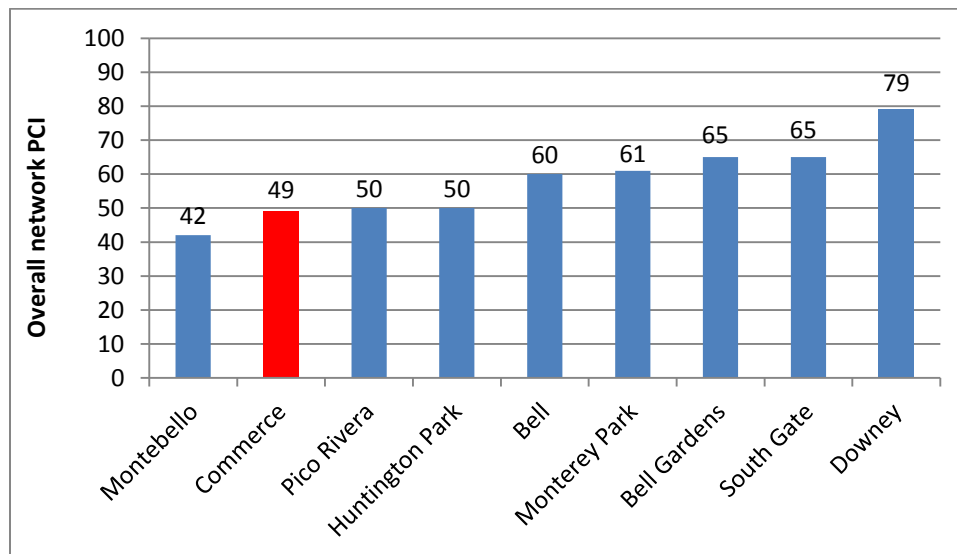


Figure 4: 2015 Pavement Condition Breakdowns for Neighboring Cities



Maintenance and Rehabilitation

Surface seals are utilized as a preventive maintenance technique when the pavements are in “Good” condition or above. As the pavement condition deteriorates, Hot Mix Asphalt (HMA) overlays or Asphalt Rubber Hot Mix (ARHM) are typically applied. Hot Mix Asphalt (HMA) is a combination of approximately 95% stone, sand, or gravel bound together by asphalt cement, a product of crude oil. ARHM is similar to HMA, but utilizes crumb rubber (typically from used tires) which provides a longer lasting, more durable surface course for a slightly higher cost. Digouts are typically used as preparation prior to overlays and seals as necessary. These pavement treatments are formalized in the maintenance and rehabilitation decision tree shown in Appendix B.

Figure 5 below demonstrates that pavement maintenance follows the old colloquial saying of “pay me now, or pay me more later”. History has shown that it costs much less to maintain streets in good condition than to repair streets that have failed. By allowing pavements to deteriorate, streets that once cost \$1.00 per square yard (\$/sy) to seal may soon cost \$31.00/sy to ARHM overlay or \$75.50/sy to reconstruct. In other words, significant delays in repairs can cost over 75 times more.

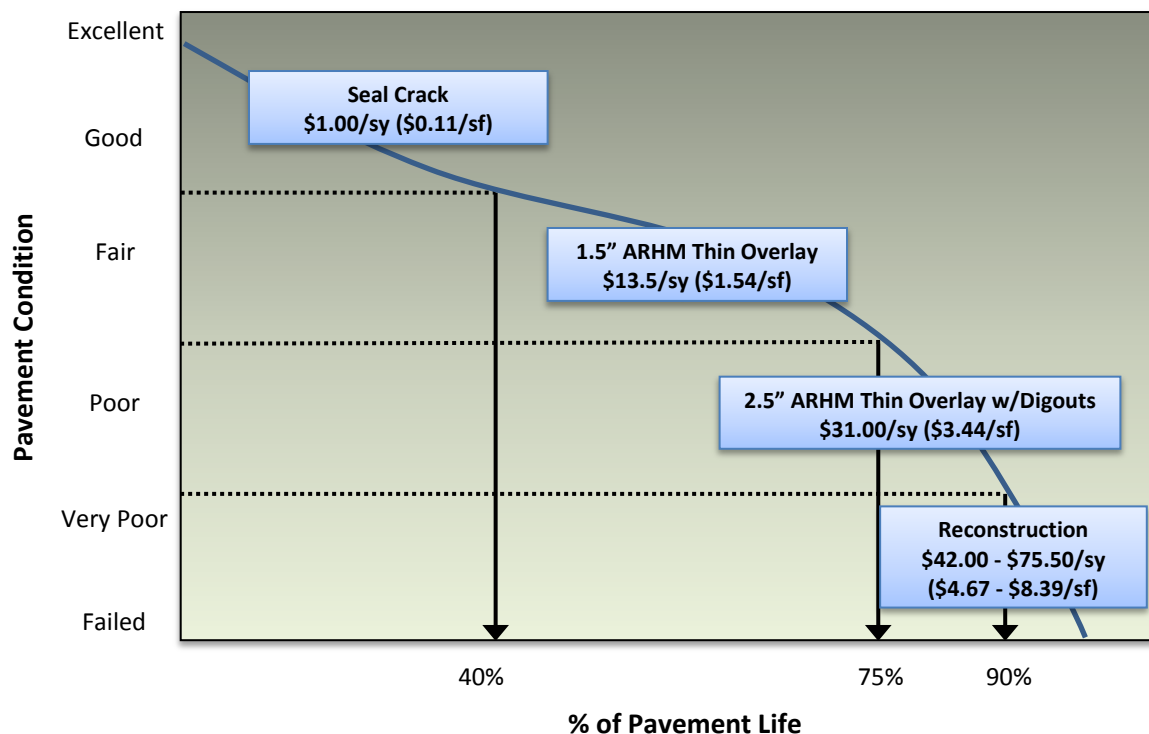


Figure 5: Costs of Maintaining Pavements over Time



Budget Needs

Based on the principle that it costs less to maintain streets in good condition than those listed in bad condition, the PMS program strives to develop a maintenance strategy that will improve the overall condition of the network to an optimal PCI and then sustain it at that level. By not addressing the maintenance needs, the quality of the street network will inevitably decline. In order to correct these deficiencies, the implementation of a cost effective funding and maintenance and rehabilitation strategy is necessary.

The first step in developing a cost effective maintenance and rehabilitation strategy is to determine the maintenance "needs" of the pavement network. Using the StreetSaver™ budget needs module with an inflation rate of 1.7% (which is the average of consumer price index over the past three years), the maintenance needs over the next 20 years were estimated at approximately \$81.4 million for the entire pavement network. If the City follows the strategy recommended by the program, the average street PCI will increase to 82 by 2034. If, however, no maintenance is applied over the next 20 years, already distressed streets will continue to deteriorate, and the PCI will drop from 49 to 30 by 2024, and to 19 by 2034. The results of the budget needs analysis are summarized in Table 3 below.

Table 3: Summary Results from Needs Analysis for Streets

Year	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	Total
PCI Untreated	49	46	43	41	39	37	35	33	32	30	-
PCI Treated	82	82	83	85	85	85	84	83	83	82	-
Needs (\$Millions)	40.7	6.5	5.8	4.9	1.6	1.8	1.1	0.3	2.2	0.5	-
Year	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	Total
PCI Untreated	29	27	26	25	24	23	22	21	20	19	-
PCI Treated	82	86	84	83	84	83	84	83	83	82	-
Needs (\$Millions)	0.7	5.7	0.5	0.7	1.9	1.8	2.5	0.7	0.7	0.8	81.4

The results of the budget needs analysis represent the ideal funding strategy recommended by the StreetSaver PMP. Of the approximately \$81.4 million in maintenance needs shown, approximately \$17.7 million (21.8%) is earmarked for preventive maintenance or life extending treatments, while \$63.6 million (78.2%) is allocated for the more costly rehabilitation and reconstruction treatments.

It should be noted that the needs analysis "front loads" the costs. In other words, approximately 50% of the \$81.4 million is spent in the first year. Very few agencies are able to "front load" repairs, but it highlights the treatments each street section needs and becomes a reference point for the budget scenarios.



Budget Scenarios

Having determined the maintenance needs of the entire streets network, the next step in developing a cost effective maintenance and rehabilitation strategy is to conduct several “what-if” analyses. Using StreetSaver’s budget scenario module, the impacts of various budget "scenarios" may be evaluated. The program projects the effects of the different scenarios on pavement condition index (PCI), deferred maintenance (unfunded backlog), and average remaining service life of the network. By examining the effects on these performance measures, the advantages and disadvantages of different funding levels and maintenance strategies become clear.

Scenario 1: No Funding – This scenario predicts the consequences on the street network with reconstruction projects on Washington Boulevard and Eastern Avenue in 2015 and no additional funding over the next 20 years. The results show that by 2034, the deferred maintenance will more than double to \$105 million and the overall PCI will drop from 49 to 22!

Scenario 2: Maintain PCI at 54 – This scenario aims to ensure that the overall pavement network PCI does not drop below 54 over the next 20 years. A total of \$30.8 million (approximately \$1.5 million/year) is required; of which 9% will be allocated to preventive maintenance treatments. However, the deferred maintenance will still increase to \$52.6 million by 2034.

Scenario 3: Gradual Funding to Improve PCI to 60 – This scenario aims to improve the overall PCI to 60 by 2020 with gradual funding. A total of \$41.1 million (approximately \$2.1 million/year) is required, and 96% will be allocated to rehabilitation treatments. However, the deferred maintenance will slightly increase to \$44.1 million by 2034.

Scenario 4: Gradual Funding to Improve PCI to 75 – Similar to Scenario 3, this scenario aims to improve the overall PCI to 75 by 2020. With a total of \$65 million (approximately \$3.25 million/year), overall PCI will increase 3 to 4 points per year, and be maintained at 75 by 2020. The deferred maintenance will decrease to \$19 million by 2034.

Scenario 5: Gradual Funding to Improve PCI to 84 – In this scenario, the overall PCI will improve to an “Excellent” condition of PCI in the mid-80s by 2020. A total of \$76 million (approximately \$3.8 million/year) is required, and 21% will be allocated to preventive maintenance treatments. The deferred maintenance will be eliminated by 2021.

Scenario 6: Front Load Funding to Improve PCI to 60 – With front load funding, this scenario will improve the overall PCI to 60 by 2016 and maintain at the same level. A total of \$41.2 million (approximately \$2.1 million/year) is required, and 96% will be allocated to rehabilitation treatments. However, the deferred maintenance will slightly increase to \$44.4 million by 2034.



Scenario 7: Front Load Funding to Improve PCI to 75 – This scenario aims to improve the overall PCI to 75 by 2016. A total \$63.9 million (approximately \$3.26 million/year) is required. The overall PCI will be maintained at 75 over 20 years. The deferred maintenance will decrease to \$17.9 million by 2034.

Scenario 8: Front Load Funding to Improve PCI to 84 – In this scenario, the overall PCI will improve to an “Excellent” condition of PCI in the mid-80s. A total of \$74.3 million (approximately \$3.7 million/year) is required, and 79% will be allocated to rehabilitation treatments. The deferred maintenance will be eliminated by 2021.

Note: The term “deferred maintenance” or “unfunded backlog” consists of pavement maintenance that is needed, but cannot be performed due to lack of funding. Shrinking budgets have forced many cities and counties to defer much needed pavement maintenance. By deferring maintenance, not only does the frequency of citizens' complaints about the condition of the network increase, but the cost to repair these streets rises as well. More detailed results of the budget needs and scenarios analysis are included Appendix C.



Scenario 1: No Funding

This scenario determines the consequences of no additional funding over the next 20 years, after the projects on Washington Boulevard and Eastern Avenue are completed in 2015. The network PCI will drop to 35 by 2024, and to 22 by 2034. Further, over 58% of the pavements will be in “Very Poor/Failed” condition, and less than 20% of the pavement is in “Good” or “Fair” condition by 2034. The deferred maintenance will more than double from the current \$40.7 million to \$105 million by 2034. The projected Remaining Service Life (RSL) of the overall network will be 5 years in 2034.

Table 4: Summary Results for Scenario 1

Year	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	Total
Budget (\$ M)	0	0	0	0	0	0	0	0	0	0	--
Def. Maintenance (\$ M)	43.5	47.6	51.0	53.9	55.9	58.1	61.7	64.4	66.4	69.9	--
PCI	54*	51	49	46	44	42	40	38	37	35	--
RSL (Years)	15	15	14	13	13	12	12	11	10	10	--
Year	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	Total
Budget (\$ M)	0	0	0	0	0	0	0	0	0	0	0
Def. Maintenance (\$ M)	71.7	79.2	81.3	83.3	86.3	89.5	92.1	94.3	97.1	105.0	--
PCI	33	32	31	29	28	27	26	24	23	22	--
RSL (Years)	9	9	8	8	7	7	7	6	6	5	--

*Assumes Washington Boulevard and Eastern Avenue will be rehabilitated in 2015

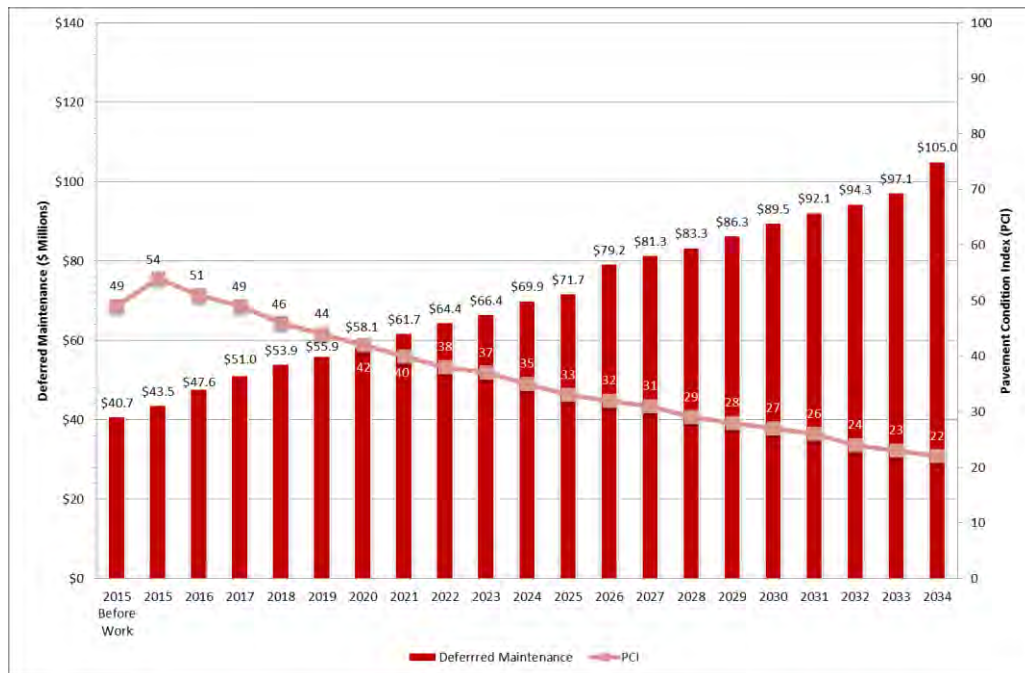


Figure 6: PCI vs Deferred Maintenance for Scenario 1



Scenario 2: Maintain PCI at 54

This scenario aims to maintain the overall pavement network PCI at 54* (assumes that Washington Boulevard and Eastern Avenue will be rehabilitated in 2015) over the next 20 years, and a total of \$30.8 million is needed. Approximately 60% of the network will be in “Good” condition, but one-third of the network will be in “Very Poor/Failed” condition by 2034. The deferred maintenance will increase to \$52.6 million. The projected remaining service life of the overall network is expected to be approximately 20 years by 2034. Appendix D provides a list of candidate sections selected for treatments in this scenario.

Table 5: Summary Results for Scenario 2

Year	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	Total
Budget (\$ M)	0	2.5	3.0	3.0	2.3	1.9	2.5	1.7	1.4	1.1	--
Def. Maintenance (\$ M)	43.5	45.1	45.5	45.2	44.3	44.4	44.2	43.5	43.3	43.4	--
PCI	54*	54	54	54	54	54	54	54	54	54	--
RSL (Years)	15	17	17	18	19	19	19	20	20	20	--
Year	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	Total
Budget (\$ M)	0.9	1.5	1.1	1.1	1.1	1.2	1.0	1.1	1.1	1.1	30.8
Def. Maintenance (\$ M)	43.9	48.2	46.9	46.8	46.6	48.8	48.0	48.2	49.1	52.6	--
PCI	54	54	54	54	54	54	54	54	54	54	--
RSL (Years)	20	20	20	20	20	20	20	20	20	20	--

*Assumes Washington Boulevard and Eastern Avenue will be rehabilitated in 2015

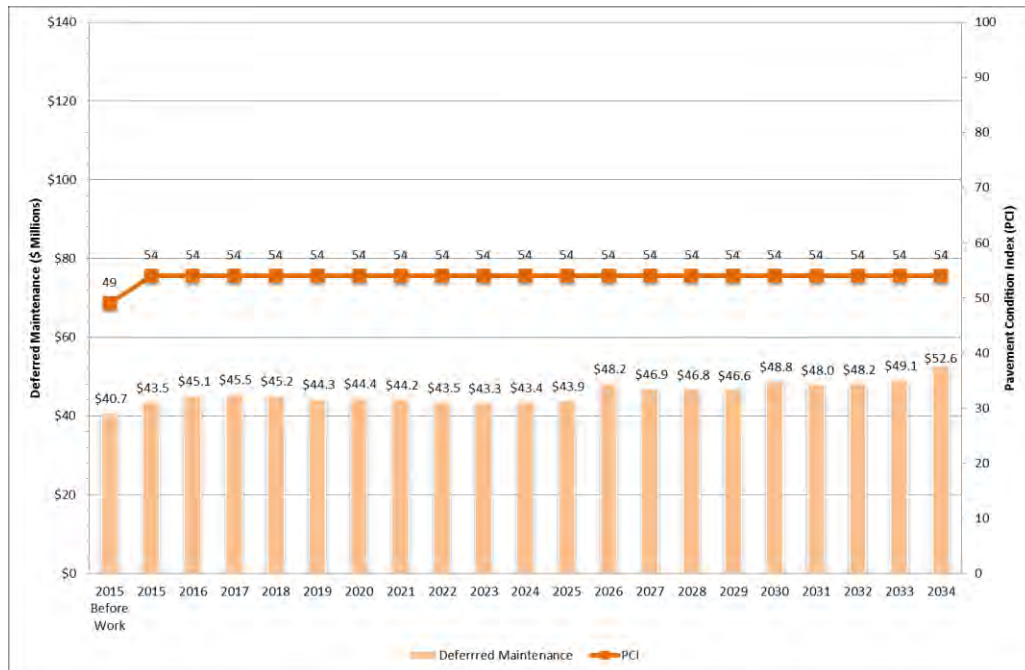


Figure 7: PCI vs Deferred Maintenance for Scenario 2



Scenario 3: Gradual Funding to Improve PCI to 60

This scenario aims to improve the overall pavement network PCI to the “Fair” condition with a PCI of 60 over the next 20 years. A total of \$41.4 million is needed, and approximately 62.5% of the network will be in “Good” condition, but a quarter of the network will still be in the “Very Poor/Failed” condition by 2034. The deferred maintenance will remain at the current level of \$41.1 million. The projected remaining service life of the overall network is expected to be approximately 22 years by 2034.

Table 6: Summary Results for Scenario 3

Year	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	Total
Budget (\$ M)	0.6	4.0	5.0	3.5	3.0	2.8	2.0	1.4	1.5	1.2	--
Def. Maintenance (\$ M)	42.9	43.0	41.3	40.4	38.8	37.3	37.5	36.8	36.3	36.2	--
PCI	55*	56	57	58	59	60	60	60	60	60	--
RSL (Years)	16	18	19	20	21	21	22	22	22	22	--
Year	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	Total
Budget (\$ M)	1.4	1.5	1.5	1.5	1.5	2.1	1.5	1.5	1.5	2.0	41.1
Def. Maintenance (\$ M)	36.2	41.1	39.6	39.3	39.2	39.5	38.4	38.6	39.8	44.1	--
PCI	60	60	60	60	60	60	60	60	60	60	--
RSL (Years)	21	22	22	22	22	22	22	22	22	22	--

*Assumes Washington Boulevard and Eastern Avenue will be rehabilitated in 2015

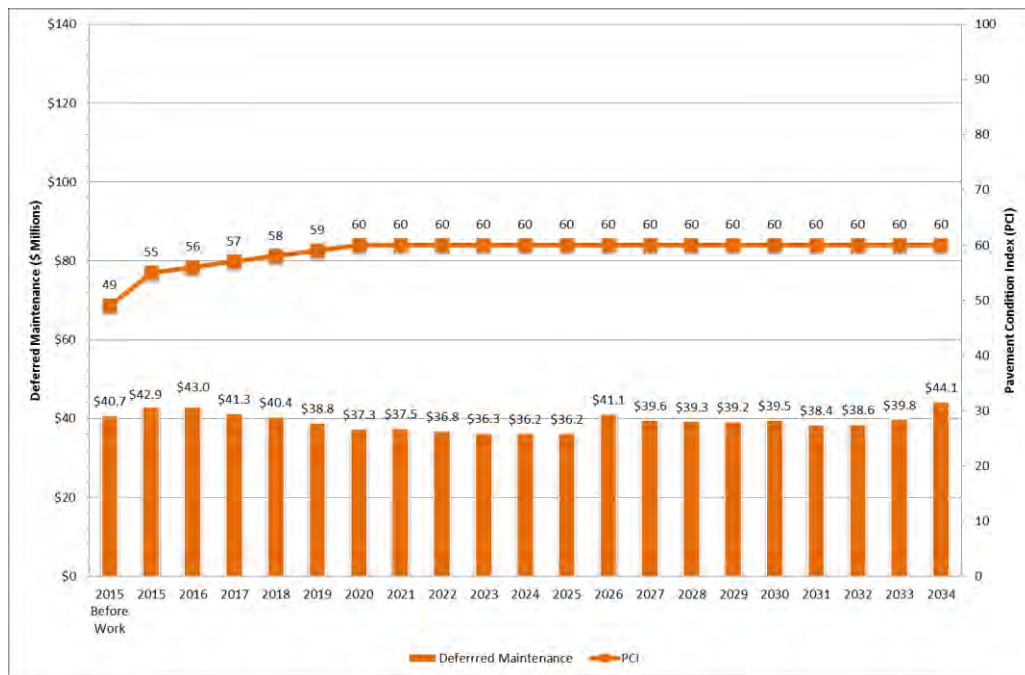


Figure 8: PCI vs Deferred Maintenance for Scenario 3



Scenario 4: Gradual Funding to Improve PCI to 75

This scenario improves the overall pavement network PCI by 3 to 4 points per year and maintain it at 75. A total of \$65 million is required, and approximately 76% of the network will be in “Good” condition, with less than 6% in “Poor” or “Very Poor/Failed” condition by 2034. The deferred maintenance will decrease to \$19 million by 2034. The projected remaining service life of the overall network is expected to be approximately 26 years by 2034.

Table 7: Summary Results for Scenario 4

Year	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	Total
Budget (\$ M)	3.5	7.0	7.0	6.8	5.7	4.7	2.8	1.7	2.0	2.0	--
Def. Maintenance (\$ M)	40.0	37.1	33.3	28.8	24.2	20.4	19.4	18.2	17.0	16.3	--
PCI	58*	61	65	69	73	75	75	75	75	75	--
RSL (Years)	17	20	23	26	26	27	27	27	27	26	--
Year	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	Total
Budget (\$ M)	1.9	2.0	2.0	2.5	2.0	3.4	1.8	1.8	2.0	2.5	65.0
Def. Maintenance (\$ M)	15.7	19.7	17.6	15.6	15.1	13.0	12.1	13.4	14.9	19.0	--
PCI	75	75	75	75	75	75	75	75	75	75	--
RSL (Years)	26	26	26	26	26	26	26	26	26	26	--

*Assumes Washington Boulevard and Eastern Avenue will be rehabilitated in 2015

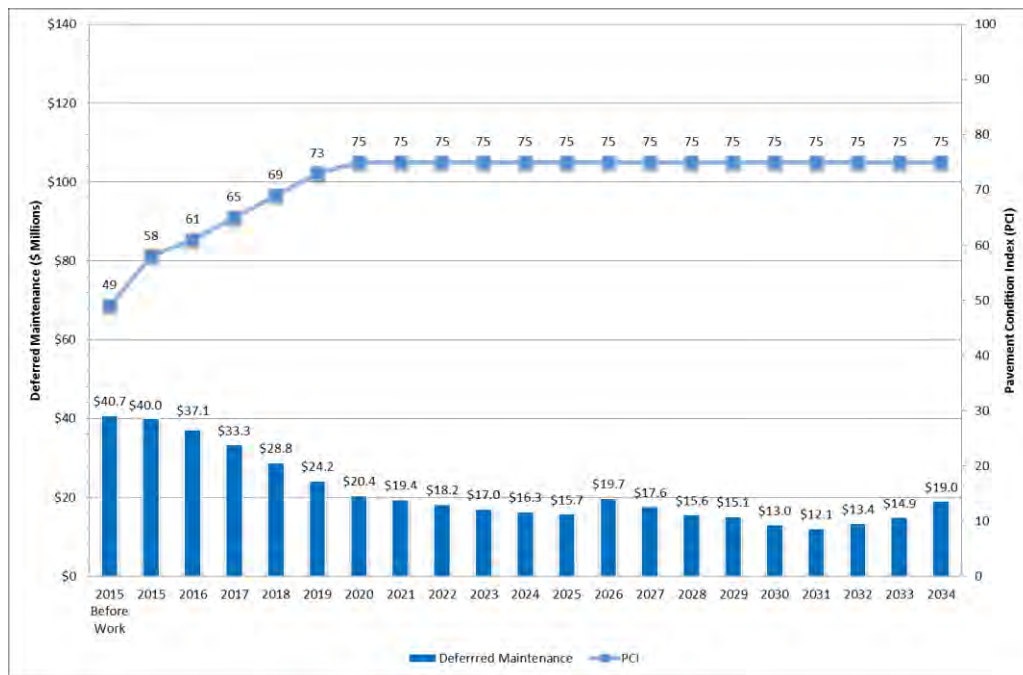


Figure 9: PCI vs Deferred Maintenance for Scenario 4



Scenario 5: Gradual Funding to Improve PCI to 84

In this scenario, the overall pavement PCI will increase to 84 by 2020 (“Excellent” condition) and be maintained in the mid-80s. A total of \$76 million is required, and all of the pavement network will be in “Very Good” or “Fair” condition by 2034. The deferred maintenance will be eliminated by 2021. The projected remaining service life of the overall network is expected to be approximately 30 years by 2034.

Table 8: Summary Results for Scenario 5

Year	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	Total
Budget (\$ M)	7.3	10.0	9.9	8.5	7.6	7.3	5.0	0.2	0.8	1.5	--
Def. Maintenance (\$ M)	36.2	30.3	23.5	17.2	10.4	3.9	0.0	0.0	0.0	0.0	--
PCI	61*	68	74	78	81	84	85	84	83	83	--
RSL (Years)	19	23	26	28	29	30	30	29	29	29	--
Year	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	Total
Budget (\$ M)	1.2	5.1	0.2	0.2	1.6	2.9	2.1	2.6	1.2	0.8	76.0
Def. Maintenance (\$ M)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	--
PCI	83	85	83	82	83	83	83	84	84	83	--
RSL (Years)	29	30	30	29	29	29	30	30	30	30	--

*Assumes Washington Boulevard and Eastern Avenue will be rehabilitated in 2015



Figure 10: PCI vs Deferred Maintenance for Scenario 5



Scenario 6: Front Load Funding to Improve PCI to 60

With front load funding, this scenario aims to improve the overall pavement network PCI to 60 by 2016 and maintain at 60 over the next 20 years. A total of \$9.6 million is needed by 2016, and approximately \$1.76 million per year is required to maintain the overall PCI at 60 from 2017 to 2034. Approximately 62.6% of the network will be in “Good” condition, but a quarter of the network will still be in the “Very Poor/Failed” condition by 2034. The deferred maintenance will remain at the current level of \$44.4 million by 2034. The projected remaining service life of the overall network is expected to be approximately 22 years.

Table 9: Summary Results for Scenario 6

Year	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	Total
Budget (\$ M)	1.6	8.0	3.0	2.5	2.2	1.7	2.5	1.4	1.4	1.0	--
Def. Maintenance (\$ M)	41.9	38.0	38.2	38.2	37.2	36.8	36.4	35.9	35.5	36.2	--
PCI	56*	60	60	60	60	60	60	60	60	60	--
RSL (Years)	16	20	20	21	22	21	22	22	22	22	--
Year	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	Total
Budget (\$ M)	1.4	1.7	1.3	1.3	1.3	2.4	1.6	1.5	1.5	2.0	41.2
Def. Maintenance (\$ M)	35.8	40.4	38.9	38.7	39.1	38.8	38.8	39.0	41.2	44.4	--
PCI	60	60	60	60	60	60	60	60	60	60	--
RSL (Years)	22	22	22	22	22	22	22	22	22	22	--

*Assumes Washington Boulevard and Eastern Avenue will be rehabilitated in 2015

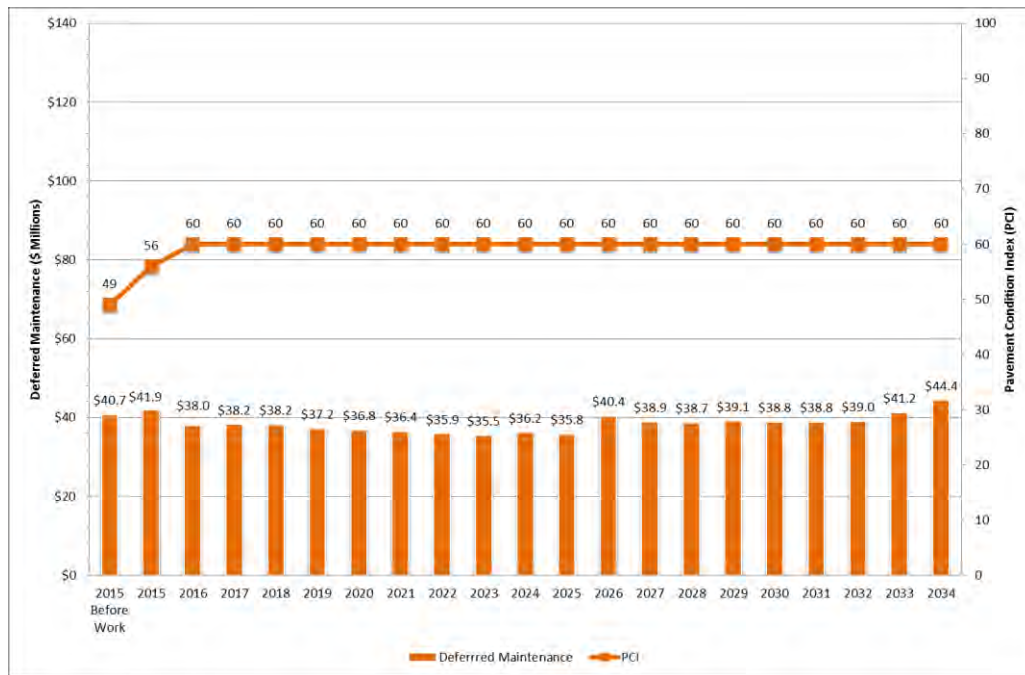


Figure 11: PCI vs Deferred Maintenance for Scenario 6



Scenario 7: Front Load Funding to Improve PCI to 75

This scenario improves the overall pavement network to 75 by 2016 and maintain it at that level. With a total funding of \$63.9 million, \$24.7 million is needed by 2016, and \$2.2 million per year is required to maintain the PCI at 75 from 2017 to 2034. Approximately 84% of the network will be in “Good” condition, with less than 8% in “Poor” or “Very Poor/Failed” condition by 2034. The deferred maintenance will decrease to \$17.9 million by 2034. The projected remaining service life of the overall network is expected to be approximately 27 years by 2034.

Table 10: Summary Results for Scenario 7

Year	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	Total
Budget (\$ M)	12.3	12.4	4.0	2.9	1.9	1.8	2.3	2.5	2.0	2.0	--
Def. Maintenance (\$ M)	31.2	22.7	21.6	20.9	19.8	19.0	18.1	16.1	16.1	15.4	--
PCI	67*	75	75	75	75	75	75	75	75	75	--
RSL (Years)	22	26	26	27	27	27	27	27	27	27	--
Year	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	Total
Budget (\$ M)	1.9	2.0	2.0	2.0	2.0	1.9	2.0	2.0	2.0	2.0	63.9
Def. Maintenance (\$ M)	14.4	17.7	15.1	13.6	13.2	13.9	15.2	14.8	15.3	17.9	--
PCI	75	75	75	75	75	75	75	75	75	75	--
RSL (Years)	26	26	27	26	26	26	27	27	27	27	--

*Assumes Washington Boulevard and Eastern Avenue will be rehabilitated in 2015

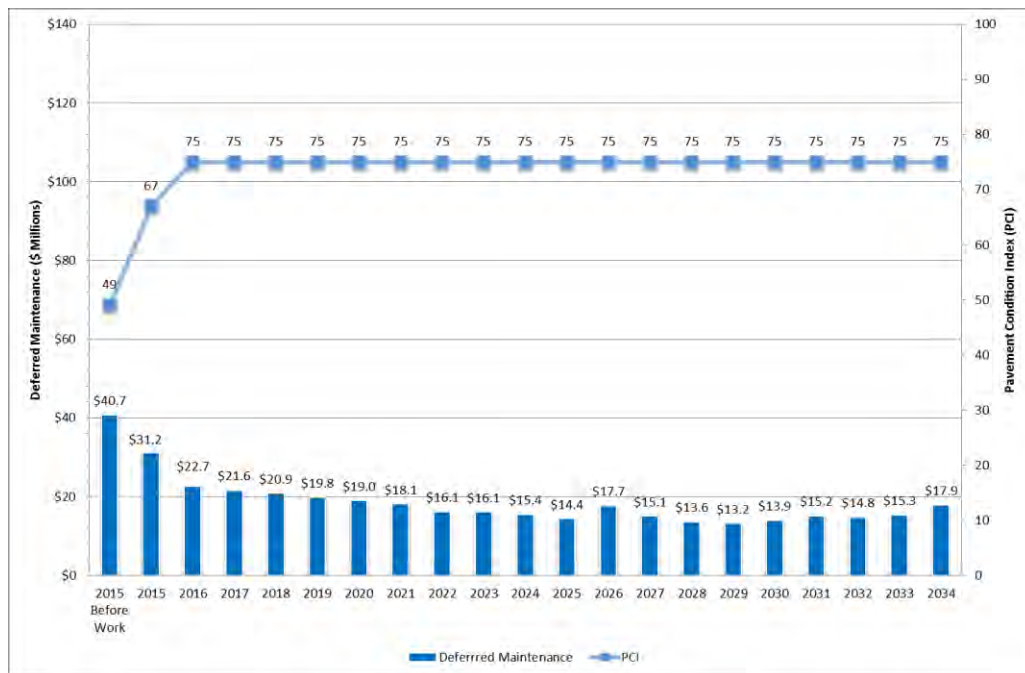


Figure 12: PCI vs Deferred Maintenance for Scenario 7



Scenario 8: Front Load Funding to Improve PCI to 84

In this scenario, the overall pavement PCI will increase to 83 by 2016 (“Excellent” condition) and be maintained in the mid-80s for the next 20 years. A total of \$74.3 million is required, with \$40.1 million by 2016. Approximately \$1.9 million per year is needed to maintain the overall PCI after that. All of the pavement network will be in “Very Good” or “Fair” condition by 2034. The deferred maintenance will be eliminated by 2020. The projected remaining service life of the overall network is expected to be approximately 29 years by 2034.

Table 11: Summary Results for Scenario 8

Year	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	Total
Budget (\$ M)	21.8	18.3	4.6	4.9	1.6	1.8	1.1	0.3	2.2	0.5	--
Def. Maintenance (\$ M)	21.7	7.1	5.2	2.2	1.2	0.1	0.0	0.0	0.0	0.0	--
PCI	76	83	83	85	85	85	84	83	83	82	--
RSL (Years)	25	28	29	30	30	30	29	29	29	29	--
Year	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	Total
Budget (\$ M)	0.7	5.3	3.1	0.6	1.3	1.7	2.3	0.7	0.7	0.8	74.3
Def. Maintenance (\$ M)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	--
PCI	82	84	86	84	84	83	84	83	83	82	--
RSL (Years)	28	30	31	30	30	30	31	30	30	29	--

*Assumes Washington Boulevard and Eastern Avenue will be rehabilitated in 2015

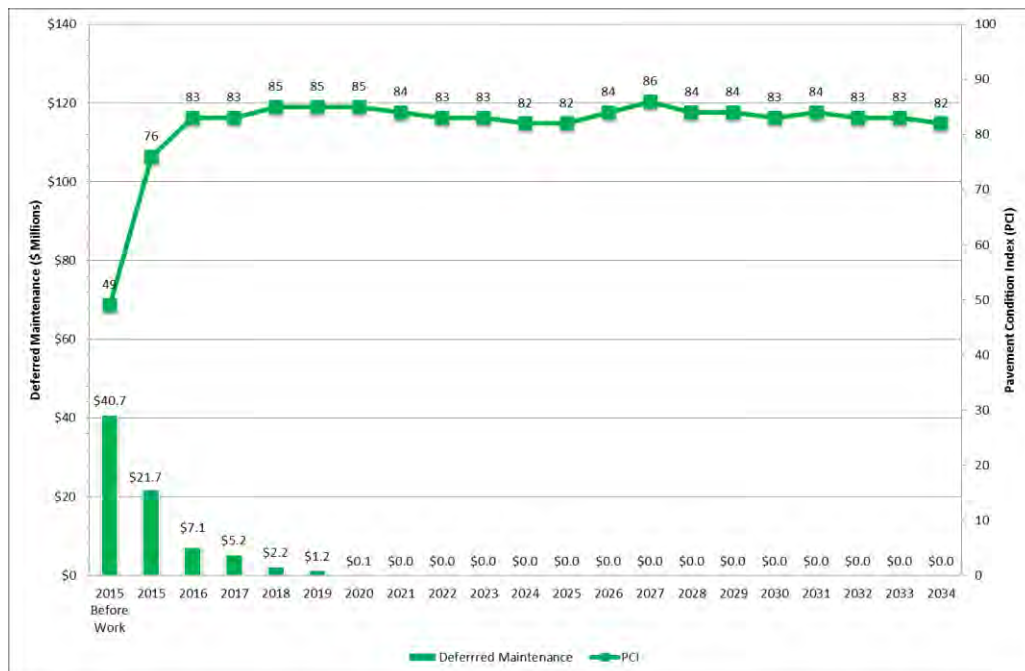


Figure 13: PCI vs Deferred Maintenance for Scenario 8



Scenario Comparisons

The following four figures graphically illustrate the changes in PCI and deferred maintenance for Scenarios 1 to 8. From Figures 14 and 15, Scenario 1 (No Funding) will result in a decrease in the PCI to 22 by 2034. Scenarios 2 to 8 obviously maintain and improve the PCI to 54, 60, 75 and mid-80s, respectively.

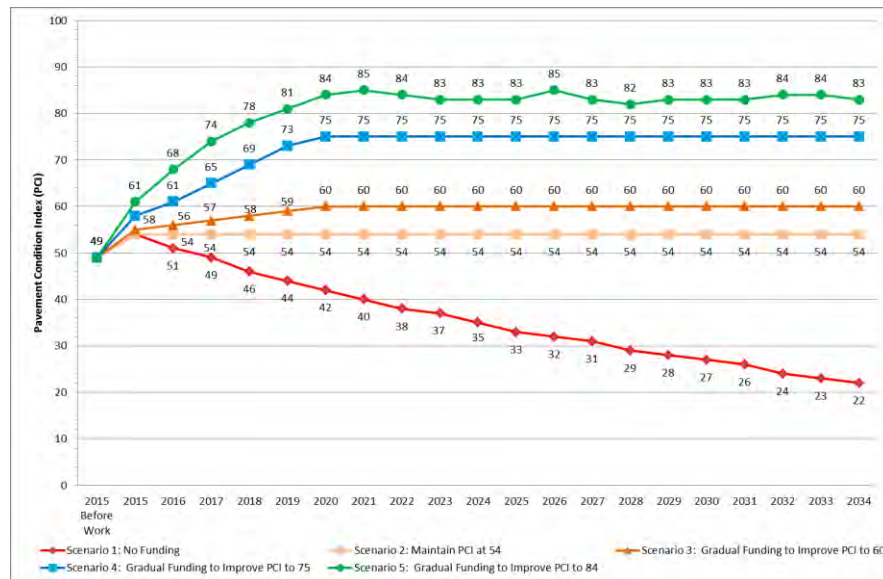


Figure 14: Pavement Condition Index Trends for Scenarios 1 to 5 (Gradual Funding)

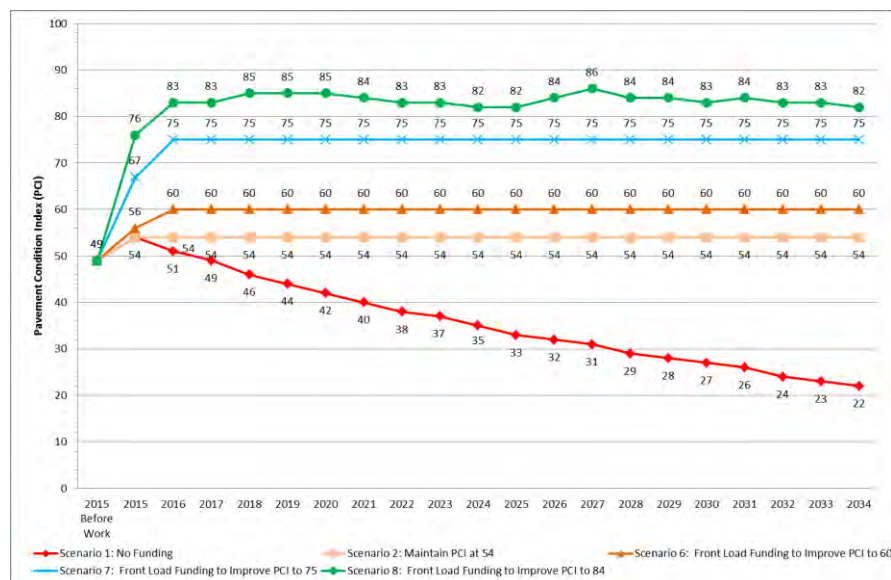


Figure 15: Pavement Condition Index Trends for Scenarios 1, 2, 6 to 8 (Front Loaded Funding)



In Figures 16 and 17, the deferred maintenance will more than double by 2034 for Scenario 1. In Scenario 2, the deferred maintenance will increase to \$52.6 million; the deferred maintenance will remain at the current level of \$44.1 million and \$44.4 million in Scenarios 3 and 6. However, the deferred maintenance will decrease to \$19 million and \$17.9 in Scenarios 4 and 7, and be eliminated by 2021 in Scenarios 5 and 8.

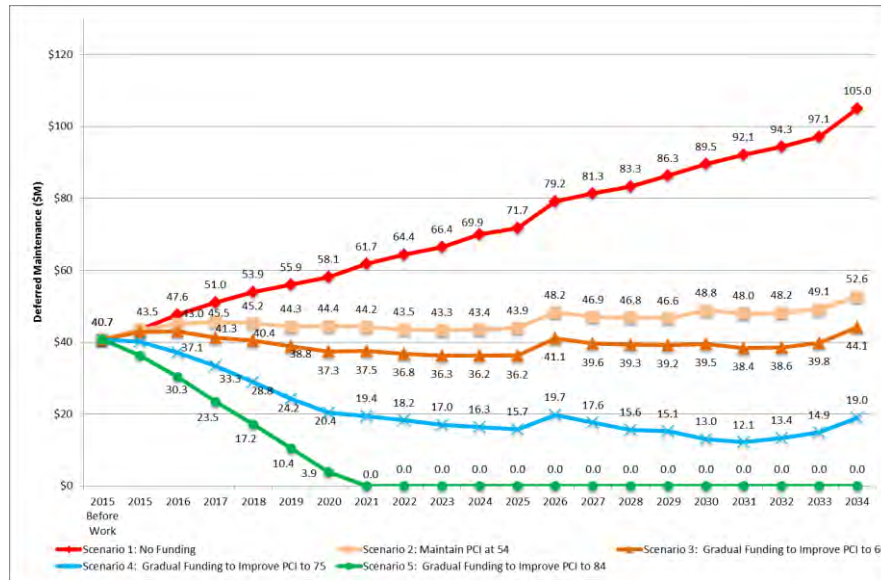


Figure 16: Annual Deferred Maintenance by Scenarios 1 to 5 (Gradual Funding)

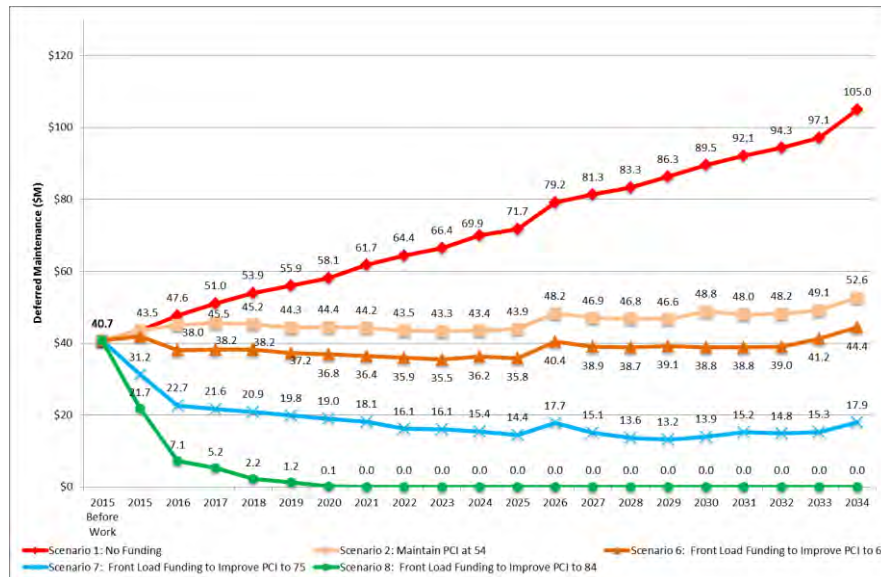


Figure 17: Annual Deferred Maintenance by Scenarios 1, 2, 6 to 8 (Front Loaded Funding)



Figures 18 and 19 illustrate the pavement condition changes under the eight scenarios for the street network. Currently only 30.4% of the network is in the “Good/Very Good” condition category with 23.3% in the “Poor” and 29.1% in the “Very Poor/Failed” condition categories.

In Scenario 1, 58.6% of the pavement will be in “Very Poor/Failed” condition category, and only 4% of pavement will remain in “Very Good” condition. Scenarios 2 to 5 show that the pavements in “Good/Very Good” condition category will increase. In Scenario 2, around 60% of pavement will be in “Very Good” condition category, while 35% of pavement will be in “Poor” or “Very Poor/Failed” condition by 2034. In Scenario 3, pavement in “Very Good” condition category will increase to 62.5% with a quarter of the streets in the “Very Poor/Failed” condition. In Scenario 4, over 75% of pavement will remain in “Very Good” condition, and less than 6% will be in the “Very Poor/Failed” condition. In Scenario 5, all pavements will be maintained in “Very Good” or “Fair” Condition.

The changes in pavement condition are similar in Scenarios 3 and 6 (Improve PCI to 60), and Scenarios 5 and 8 (Improve PCI to 84). In Scenario 7, approximately 84% of pavement will be in “Very Good” condition with 10% of pavement in “Poor” or “Very Poor/Failed” condition.

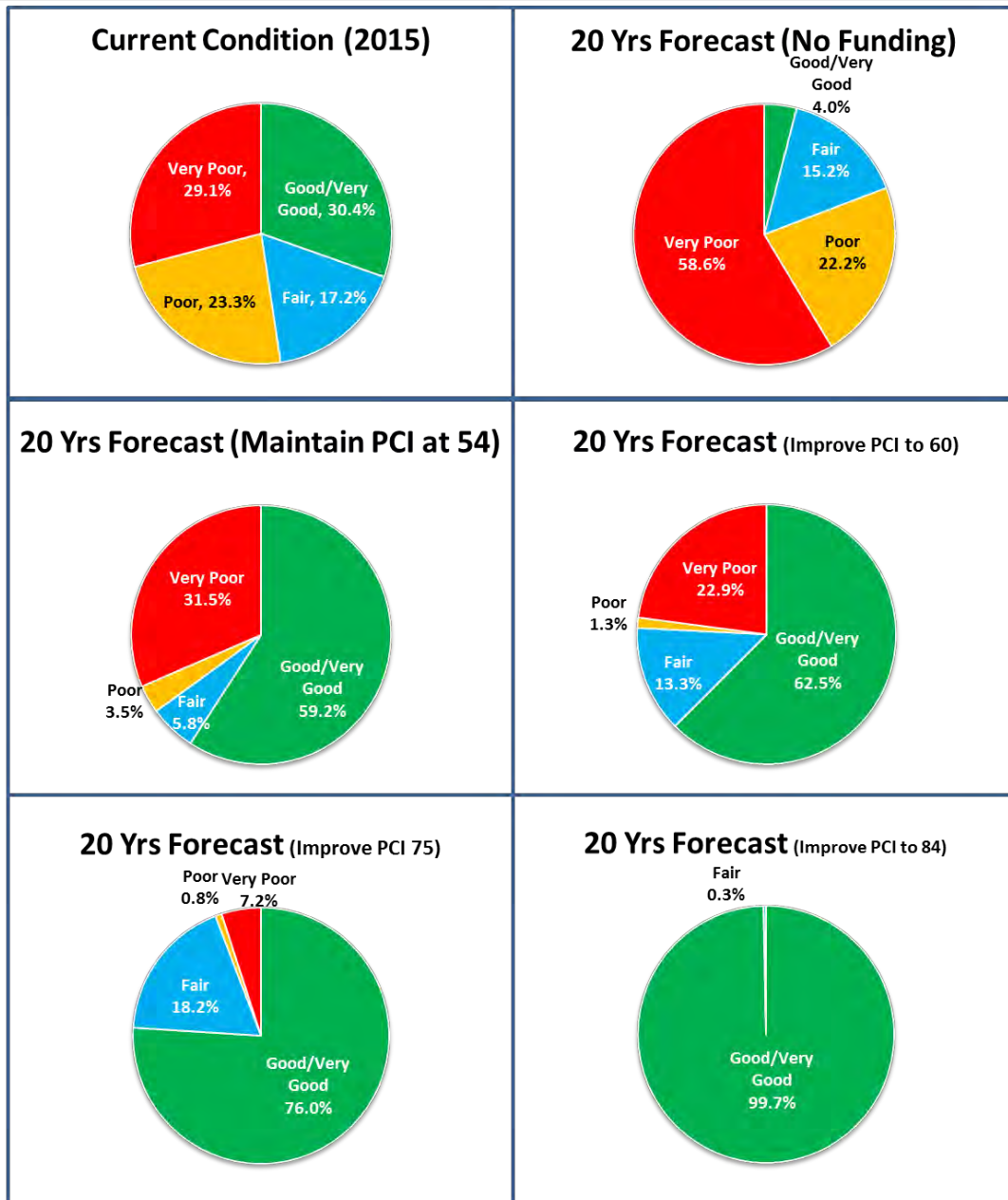


Figure 18: Pavement Condition Changes for Scenarios 1 to 5 (Gradual Funding)

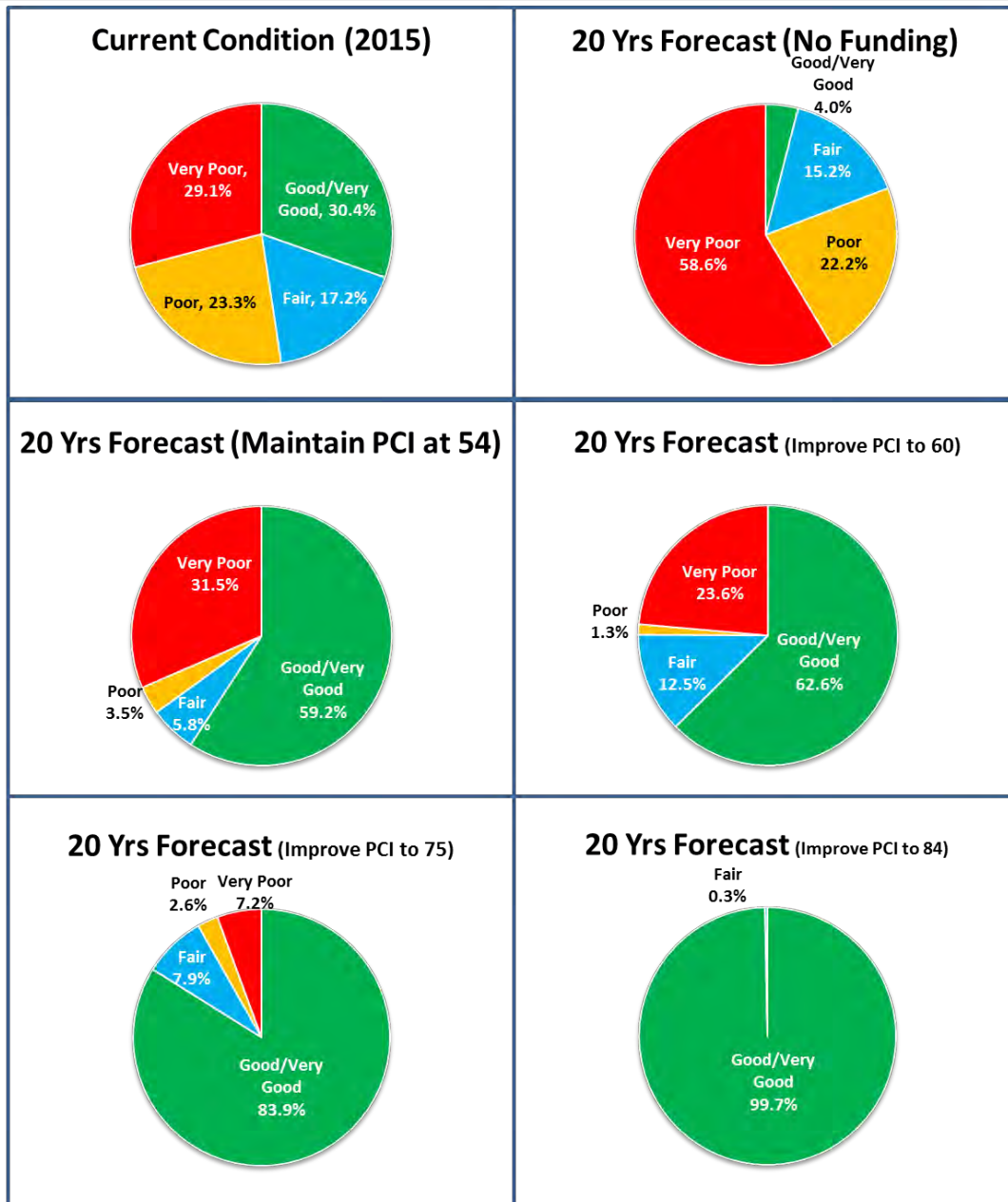


Figure 19: Pavement Condition Changes for Scenarios 1, 2, 6 to 8 (Front Loaded Funding)



Summary

To summarize, the City of Commerce has a substantial investment of approximately \$111 million in the pavement network. Overall, the pavement network is in “Poor” condition with a current network PCI of 49. Of the 70.2 centerline miles of City-maintained streets, 47.6% of the streets currently fall into the “Fair” to “Good” condition categories.

The analyses indicate that the City needs to spend approximately \$81.4 million in pavement maintenance and rehabilitation over the next 20 years in order to essentially repair all streets. By doing so, streets can be maintained in good condition with on-going preventive maintenance. This will eventually save money by avoiding reaching a level of major rehabilitation (such as reconstruction).

The most desirable scenario is to reduce the deferred maintenance to zero, but this is not possible for many reasons, and is unrealistic for most agencies. However, the goal should be to offer residents a safe and functional pavement network without unduly increasing the maintenance burden in the future.

Recommendations

A. Pavement Budget

The recommended scenario for the City of Commerce is Scenario 7 (Front Loaded Funding to Improve PCI to 75), with budget of \$63.9 million over 20 years; OR Scenario 4 (Gradual Funding to Improve PCI to 75), with a budget of \$65 million over 20 years. In both cases, each scenario will improve the current network PCI from 49 to 75.

B. Pavement Maintenance Strategies

Since a large percentage of pavements are in “Poor” or “Very Poor” condition, it is important to apply the most cost-effective treatments that have significant savings compared to traditional methods and can stretch the value of available dollars. Full Depth Reclamation (FDR) is a newer recycling technology with cost saving of 30% to 40%. Also, preserving good pavements is needed for sections in “Fair” to “Good” condition. Crack sealing is relatively inexpensive and can keep moisture out of pavements and prevent the underlying aggregate base from premature failures. Life-extending surface seals such as slurry seal and cape seals with microsurfacing are also cost-effective for pavements currently in fair to good condition.

NCE recommends that the City implement a strong and well-funded pavement preservation program. This is necessary to at least maintain the half of the street network that is in “Good” and “Fair” condition and avoid escalating the deferred maintenance even more.



C. Re-inspection Strategies

In order to continue monitoring the entire street network, and to make appropriate decisions, it is recommended that arterial and collector streets continue to be inspected every two years and residential streets every four to five years. This will be in compliance of Metro's policies.

D. Maintenance and Rehabilitation Treatment Strategies

The maintenance and rehabilitation treatment strategies and associated unit costs should be reviewed and updated annually to reflect new construction techniques/costs so that the budget analysis results can continue to be reliable and accurate.

A significant unknown is the future cost of rehabilitation; with the recent volatility in oil prices, we recommend that City carefully monitor future construction costs and be ready to adapt to large increases if necessary. Figure 20 illustrates the changes in the Asphalt Price Index (source: Caltrans) since 1999. As can be seen, asphalt prices have been extremely volatile since 2007. Updated pavement maintenance costs are essential for accurate results.

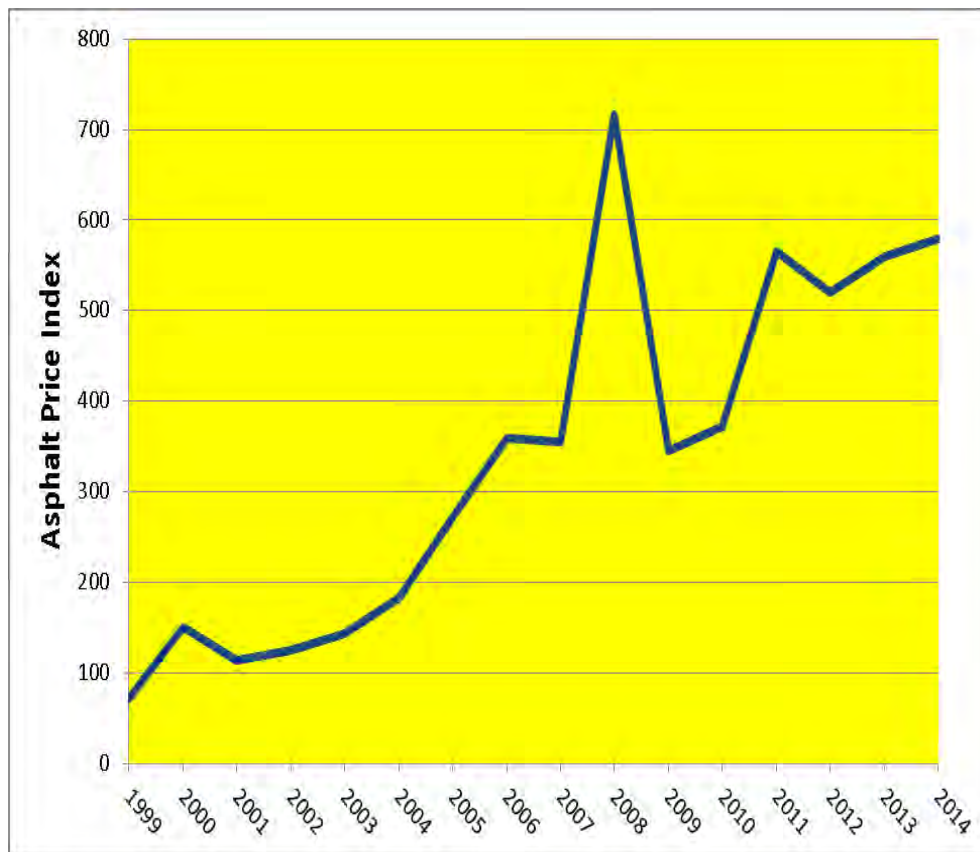


Figure 20: Asphalt Price Index (1999-2014, Caltrans)

E. Next Steps

To summarize, we recommend that the City undertake the following steps:

- Implement a pavement preservation strategy.



- Pursue additional pavement funding sources to ensure that Scenarios 7 and 4 are feasible. Examples of some funding sources are listed on the next page:

Federal

- Community Development Block Grants (CDBG)
- Highway Safety Improvement Program (HSIP)
- Safe Routes to School (SRTS)

State

- Bicycle Transportation Account (BTA)
- Safe Routes to School (SRTS)
- CalRecycle grants
- State Local Partnership Program (SLPP)
- Traffic Congestion Relief (TCRP)
- Transportation Development Act (TDA)
- Transportation Uniform Mitigation Fee (TUMF)

Local²

- Truck Route Permit Fee – Leverages a surcharge fee on trucks for use of City streets to help recoup the costs of heavy wheel loads imposed by truck traffic.
- Request an increase to the residential waste collection fee – the surcharge is leveraged on waste companies to account for damage to pavement incurred by heavy waste collection trucks.
- Development Repairs – Fees assessed to new developments to account for increased traffic associated with new residential and commercial tenants.
- Extend Measure P and allocate revenues to road maintenance.
- Establish Downtown and Business Improvement Districts to fund pavement maintenance.
- Establish Citywide Assessment Districts to fund pavement maintenance.

² Local Funding - The following are a variety of possible additional sources of funds that can be implemented alone or in combination.

APPENDIX A

Section Description Inventory Report

Section Description Inventory Report

This report lists a variety of section description information for each of the City's pavement sections. It lists the street and section identifiers, limits, functional class, surface type, number of lanes, lengths, widths, last calculated PCI, and area identifier.

All of the City's pavement sections are included in the report. Two versions of the report are included. One sorted alphabetically by Street Name and Section ID, and another by descending PCI. The field descriptions in this report are listed below:

COLUMN	DESCRIPTION
Street Name	The name of the street as indicated by street signs in the field.
Street ID	Street Identification - A code up to ten characters/digits to identify the street. Generally, the street name is truncated to six characters. The Street ID should be unique for each street.
Section ID	Section Identification - A code up to ten characters/digits to identify the section number. The combination of Section ID and Street ID must be unique.
Begin Location	Beginning limit of the section.
End Location	Ending limit of the section.
Length (FT)	Length of the section in feet.
Width (FT)	Average width of the section in feet.
Area (SQFT)	Estimated area of section, typically based on a direct product of the section length and width.
Surface Type (ST)	Surface Type (AC = AC Pavement, O = AC Overlay of AC Pavement, AC/PCC = AC Overlay of PCC Pavement, GRAVEL = Gravel surface and base/subgrade, PCC = PCC Pavement, ST = Surface treatment over gravel base/subgrade).
Functional Class (FC)	Functional Classification (MaC= Major Collector (5), R=Residentials/Locals, UPAO=Urban Principal Arterial-Other (3), O=Other)
PCI Date	The date of the recent PCI survey.
PCI	The resulting value from the last calculated PCI for the section. The value may be calculated from either a visual survey or maintenance event.

City of Commerce
PCI Listing
Sorted by Street Name

Street ID	Section ID	Street Name	Beg Location	End Location	Lanes	FC	Length	Width	Area	ST	PCI Date	PCI
AEATLANTIC	1010	AE/ATLANTIC BL	S END	JILLSON ST	2	O	168	18	3,024	AC	4/18/2015	30
AEATLANTIC	1020	AE/ATLANTIC BL	JILLSON ST	JARDINE ST	2	O	490	20	9,800	AC	4/18/2015	22
AEATLANTIC	1030	AE/ATLANTIC BL	JARDINE ST	HARBOR ST	2	O	485	20	9,700	AC	4/18/2015	20
AEATLANTIC	1040	AE/ATLANTIC BL	HARBOR ST	FITZGERALD AV	2	O	1,272	18	22,896	AC	4/18/2015	27
AEATLANTIC	1060	AE/ATLANTIC BL	AS/WASHINGTON BL	AS/WASHINGTON BL	2	O	387	25	9,675	AC	4/18/2015	46
AECOMMERCE	1000	AE/COMMERCE WY	SHEILA ST	AS/WASHINGTON BL	2	O	130	18	2,340	AC	4/18/2015	0
AECOMMERCE	1010	AE/COMMERCE WY	JILLSON ST	BARTMUS ST	2	O	1,438	18	25,884	AC	4/18/2015	55
AEGARFIELD	1000	AE/GARFIELD AV	0190 S FERGUSON DR	FERGUSON DR	2	O	206	20	4,120	AC	4/18/2015	43
AEGERHARTA	1010	AE/GERHART AV	FERGUSON DR	AS/OLYMPIC BL	2	O	1,318	18	23,724	AC	4/18/2015	9
AEGERHARTA	1020	AE/GERHART AV	AN/OLYMPIC BL	AS/WHITTIER BL	2	O	1,202	18	21,636	AC	4/18/2015	27
AGRAST	1000	AGRA ST	EMIL AV	PACIFIC DR	2	R	598	36	21,528	AC	3/20/2015	39
AGRAST	1020	AGRA ST	NYE ST	GAGE AV	2	R	755	36	27,180	AC	3/20/2015	77
ALEXANDERS	1000	ALEXANDER ST	RICKENBACKER RD	SLAUSON AV	2	R	1,370	52	71,240	AC	3/28/2015	17
ANEVERINGT	1000	AN/EVERINGTON ST	FITZGERALD AV	EASTERN AV	2	O	260	20	5,200	AC	4/18/2015	97
ANHARBORST	1000	AN/HARBOR ST	ATLANTIC BL	WILMA AV	2	O	270	18	4,860	AC	4/18/2015	58
ANOLYMPICB	1000	AN/OLYMPIC BL	GERHART AV	SIMMONS AV	2	O	268	18	4,824	AC	4/18/2015	26
ANSLAUSONA	1000	AN/SLAUSON AV	GREENWOOD AV	SLAUSON AV	2	O	381	20	7,620	AC	4/18/2015	17
ANWASHINGT	1010	AN/WASHINGTON BL	AYERS AV	CONNOR AV	2	O	480	18	8,640	AC	4/18/2015	28
ANWASHINGT	1020	AN/WASHINGTON BL	0198 W/O RANSOM ST	RANSOM ST	2	O	198	18	3,564	AC	4/18/2015	19
ANWASHINGT	1030	AN/WASHINGTON BL	RANSOM ST	COUTS AV	2	O	240	18	4,320	AC	4/18/2015	18
ANWASHINGT	1040	AN/WASHINGTON BL	COUTS AV	BEWLEY AV	2	O	272	18	4,896	AC	4/18/2015	47
ANWASHINGT	1050	AN/WASHINGTON BL	BEWLEY AV	COWLIN AV	2	O	270	18	4,860	AC	4/18/2015	45
ANWASHINGT	1060	AN/WASHINGTON BL	COWLIN AV	AW/ATLANTIC BL	2	O	112	16	1,792	AC	4/18/2015	21
ANWASHINGT	1070	AN/WASHINGTON BL	WILMA AV	STRONG AV	2	O	370	20	7,400	AC	4/18/2015	11
ANWASHINGT	1080	AN/WASHINGTON BL	STRONG AV	O NEILL AV	2	O	613	18	11,034	AC	4/18/2015	6
ANWASHINGT	1090	AN/WASHINGTON BL	O NEILL AV	FITZGERALD AV	2	O	586	20	11,720	AC	4/18/2015	21
ANWASHINGT	1100	AN/WASHINGTON BL	FITZGERALD AV	EASTERN AV	2	O	370	20	7,400	PCC	4/18/2015	100
ANWASHINGT	1110	AN/WASHINGTON BL	EASTERN AV	275 E/O DANIEL AV	2	O	725	18	13,050	AC	4/18/2015	7
ANWASHINGT	1120	AN/WASHINGTON BL	340 W/O COMMERCE WY	COMMERCE WY	2	O	340	20	6,800	AC	4/18/2015	100
ANWASHINGT	1130	AN/WASHINGTON BL	COMMERCE WY	0450 E FIDELIA AV	2	O	2,193	18	39,474	AC	4/18/2015	33
ARROWMILLA	1000	ARROWMILL AV	WASHINGTON BL	SHEILA	2	R	467	27	12,609	AC	3/28/2015	9
ASBARTMUSS	1000	AS/BARTMUS ST	SENTA AV	TRAVERS AV	2	O	780	18	14,040	AC	4/18/2015	33
ASOLYMPICB	1000	AS/OLYMPIC BL	GERHART AV	SIMMONS AV	2	O	246	18	4,428	AC	4/18/2015	78
ASWASHINGT	1000	AS/WASHINGTON BL	AE/ATLANTIC BL	RALPH LIEBERMAN AV	2	O	140	26	3,640	AC	4/18/2015	71
ASWASHINGT	1010	AS/WASHINGTON BL	RALPH LIEBERMAN AV	STRONG AV	2	O	541	20	10,820	AC	4/18/2015	40
ASWASHINGT	1020	AS/WASHINGTON BL	STRONG AV	O NEILL AV	2	O	619	20	12,380	AC	4/18/2015	55
ASWASHINGT	1030	AS/WASHINGTON BL	O NEILL AV	FITZGERALD AV	2	O	595	20	11,900	AC	4/18/2015	49
ASWASHINGT	1040	AS/WASHINGTON BL	W/O EASTERN AV	FITZGERALD AV	1	O	346	20	6,920	PCC	4/18/2015	71

APPENDIX B

Maintenance and Rehabilitation Decision Tree

Maintenance and Rehabilitation (M&R) Decision Tree

This report presents the current maintenance and rehabilitation decision tree that exists in the database. The decision tree forms the basis for all of the budgetary computations that are included in this volume. ***Changes to the decision tree will make the results in the budget reports invalid.*** All pavement treatment unit costs relevant to the street types in the database were updated by the City.

The decision tree lists the treatments and costs selected for preventive maintenance and rehabilitation activities. Each line represents a specific combination of functional classification and surface type.

The preventive maintenance portion of the report is identified as Condition Category I. All preventive maintenance treatment listings are assigned only to sections in Condition Category I where the PCI \geq 70. Sections with PCI values less than 70 are assigned to treatments listed in Categories II through V.

In the preventive maintenance category (PCI \geq 70), a time sequence is used to identify the appropriate treatment and cost. Each preventive maintenance treatment description consists of three parts: 1) a CRACK treatment, 2) a SURFACE treatment, and 3) a RESTORATION treatment. These three parts allow the user to specify one of three different preventive maintenance treatments depending on the prior maintenance history of the section.

1. The CRACK treatment part can be used to specify the most frequent type of preventive maintenance activity planned (typically crack seals).
2. The SURFACE treatment part can be used to specify more extensive and less frequent preventive maintenance activities, such as chip seals or slurry seals. For example, a crack seal can be specified on a three-year cycle with a slurry seal specified after five years.
3. The RESTORATION part can be used to specify a surface restoration treatment (such as an overlay) to be performed after a specified number of surface treatments. For example, after a certain number of successive slurry seals, an overlay can be specified instead of another slurry seal.

Rehabilitation treatments are assigned to sections in Condition Categories II through V (PCI less than 70). Each line is defined by a specific combination of functional classification, surface type, and condition category.


COLUMN	DESCRIPTION
Functional Class	Functional Classification identifying the branch number.
Surface	Surface Type identifying the branch number.
Condition Category	Condition Category (I through V).
Treatment Type	First Row (Crack Treatment) indicates localized treatment (e.g. crack sealing). Second Row (Surface Treatment) indicates surface treatment (e.g. slurry sealing). Third Row (Restoration Treatment) indicates surface restoration (e.g. overlay).
Treatment	Name of treatments from the "Treatment Descriptions" report.
Yrs. Between Crack Seals	First Row - number of years between successive treatment applications specified in the first row (i.e. CRACK treatment).
Yrs. Between Surface Seals	Second Row - number of years between successive treatment applications specified in the second row (i.e. SURFACE treatment).
Number of Sequential Seals before Overlay	Number of times that the treatment application in the second row (i.e. SURFACE treatment) will be performed prior to performing the treatment application in the third row.

Note that the treatments assigned to each section should not be blindly followed in preparing a street maintenance program. Engineering judgment and project level analysis should be applied to ensure that the treatment is appropriate and cost effective for the section.

Decision Tree

Printed: 05/06/2015

Functional Class	Surface	Condition Category	Treatment Type	Treatment	Cost/Sq Yd, except Seal Cracks in LF:	Yrs Between Crack Seals	Yrs Between Surface Seals	# of Surface Seals before Overlay
Arterial	AC	I - Very Good	Crack Treatment	SEAL CRACKS	\$1.00	3		7
			Surface Treatment	DO NOTHING	\$0.00			
			Restoration Treatment	1.5" ARHM THIN OVERLAY	\$13.50			
		II - Good, Non-Load Related		1.5" ARHM THIN OVERLAY	\$13.50			
		III - Good, Load Related		1.5" ARHM THIN OVERLAY W/ 5% DIGOUT	\$18.00			
		IV - Poor		2.5" ARHM THIN OVERLAY W/ 10% DIGOUT	\$31.00			
		V - Very Poor		RECONSTRUCTION (6"AC+6"AB)	\$75.50			
	AC/AC	I - Very Good	Crack Treatment	SEAL CRACKS	\$1.00	3		7
			Surface Treatment	DO NOTHING	\$0.00			
			Restoration Treatment	1.5" ARHM THIN OVERLAY	\$13.50			
		II - Good, Non-Load Related		1.5" ARHM THIN OVERLAY	\$13.50			
		III - Good, Load Related		1.5" ARHM THIN OVERLAY W/ 5% DIGOUT	\$18.00			
		IV - Poor		2.5" ARHM THIN OVERLAY W/ 10% DIGOUT	\$31.00			
		V - Very Poor		RECONSTRUCTION (6"AC+6"AB)	\$75.50			
	AC/PCC	I - Very Good	Crack Treatment	SEAL CRACKS	\$1.00	3		7
			Surface Treatment	DO NOTHING	\$0.00			
			Restoration Treatment	1.5" ARHM THIN OVERLAY	\$13.50			
		II - Good, Non-Load Related		1.5" ARHM THIN OVERLAY	\$13.50			
		III - Good, Load Related		1.5" ARHM THIN OVERLAY W/ 5% DIGOUT	\$18.00			
		IV - Poor		2.5" ARHM THIN OVERLAY W/ 10% DIGOUT	\$31.00			
		V - Very Poor		RECONSTRUCTION (6"AC+6"AB)	\$75.50			
		I - Very Good	Crack Treatment	SEAL CRACKS	\$1.00	3		7
			Surface Treatment	DO NOTHING	\$0.00			
			Restoration Treatment	1.5" ARHM THIN OVERLAY	\$13.50			
		II - Good, Non-Load Related		1.5" ARHM THIN OVERLAY	\$13.50			
		III - Good, Load Related		1.5" ARHM THIN OVERLAY W/ 5% DIGOUT	\$18.00			
		IV - Poor		2.5" ARHM THIN OVERLAY W/ 10% DIGOUT	\$31.00			
		V - Very Poor		RECONSTRUCTION (6"AC+6"AB)	\$75.50			

 Functional Class and Surface combination not used

APPENDIX C

Budget Needs

Projected PCI / Cost Summary Report
Preventive Maintenance Treatment / Cost Summary Report
Rehabilitation Treatment / Cost Summary Report

Budget Needs Reports

The purpose of this module is to answer the question: ***If the City had all the money in the world, what sections should be fixed and how much will it cost?*** Based on the Maintenance & Rehabilitation (M&R) Decision Tree and the PCIs of the sections, the program will then select a maintenance or rehabilitation action and compute the total costs over the entire analysis period. The Budget Needs represents the "ideal world" funding levels, while the Budget Scenarios reports in the next section represent the most "cost effective" prioritization possible for the actual funding levels.

A budget needs analysis has been performed. The summary results from the analysis are shown below. An interest rate of 1.7% and an inflation factor of 1.7% were used to project the costs for analysis period. This report shows the total budget that would be required to meet the City's standards as exemplified in the M&R Decision Tree.

Budget Needs reports included in this volume are listed below, and Needs for entire network are separated:

- Projected PCI/Cost Summary
- Preventative Maintenance Treatment/Cost Summary
- Rehabilitation Treatment/Cost Summary

Needs - Projected PCI/Cost Summary

This report summarizes and projects the City's network PCI values over the analysis period, both with and without treatments applied. These costs are based on those in the Maintenance and Rehabilitation Decision Tree. It also projects the costs over the same analysis period.

COLUMN	DESCRIPTION
Year	Year in the analysis period.
PCI Treated	Projected network average PCI with all needed treatments applied.
PCI Untreated	Projected network average PCI without any treatments applied.
PM Cost	Total preventive maintenance treatment cost.
Rehab Cost	Total rehabilitation treatment cost.
Cost	The budget required for each year in the analysis period to meet the City's standard as shown on the M&R Decision Tree.

Needs - Projected PCI/Cost Summary

Inflation Rate = 1.70 % Printed: 05/06/2015

	Year	PCI Treated	PCI Untreated	PM Cost	Rehab Cost	Cost
	2015	82	49	\$359,736	\$40,379,898	\$40,739,634
	2016	82	46	\$101,020	\$6,352,901	\$6,453,921
	2017	83	43	\$424,621	\$5,319,395	\$5,744,016
	2018	85	41	\$2,714	\$4,939,624	\$4,942,338
	2019	85	39	\$25,384	\$1,524,719	\$1,550,103
	2020	85	37	\$2,999	\$1,769,825	\$1,772,824
	2021	84	35	\$5,963	\$1,104,918	\$1,110,881
	2022	83	33	\$304,415	\$4,606	\$309,021
	2023	83	32	\$1,930,142	\$288,747	\$2,218,889
	2024	82	30	\$422,511	\$35,996	\$458,507
	2025	82	29	\$669,836	\$29,068	\$698,904
	2026	86	27	\$5,625,805	\$24,095	\$5,649,900
	2027	84	26	\$483,805	\$15,476	\$499,281
	2028	83	25	\$729,415	\$6,614	\$736,029
	2029	84	24	\$1,906,469	\$27,015	\$1,933,484
	2030	83	23	\$464,612	\$1,357,628	\$1,822,240
	2031	84	22	\$2,523,173	\$19,484	\$2,542,657
	2032	83	21	\$598,539	\$71,503	\$670,042
	2033	83	20	\$745,874	\$1,268	\$747,142
	2034	82	19	\$418,151	\$334,491	\$752,642
			% PM	PM Total Cost	Rehab Total Cost	Total Cost
			21.81%	\$17,745,184	\$63,607,271	\$81,352,455

Needs - Preventive Maintenance Treatment/Cost Summary

This report summarizes each preventive maintenance treatment type, quantity of pavement affected, and total costs over the analysis period. It also summarizes the total quantities and costs over the same analysis period.

COLUMN	DESCRIPTION
Treatment	Type of preventive maintenance treatments needed.
Year	Year in the analysis period.
Area Treated	Quantities in linear feet (i.e. Seal Cracks) or square yard (i.e. Slurry Seal).
Cost	Maintenance treatment cost.

Needs - Preventive Maintenance Treatment/Cost Summary

Inflation Rate = 1.70 % Printed: 05/06/2015

Treatment	Year	Area Treated		Cost
1.5" ARHM THIN OVERLAY	2026	322,794	sq.yd.	\$5,245,548
	2027	19,040	sq.yd.	\$314,668
	2028	34,176	sq.yd.	\$574,418
	2029	90,774	sq.yd.	\$1,551,638
	2030	20,473.11	sq.yd.	\$355,905
	2031	22,454.67	sq.yd.	\$396,988
	2032	5,373.33	sq.yd.	\$96,613
	Total	515,085.11		\$8,535,778
SEAL CRACKS	2015	3,931.64	ft.	\$3,945
	2017	78.52	ft.	\$82
	2018	2,574.67	ft.	\$2,714
	2019	12,341.81	ft.	\$13,295
	2020	2,737.95	ft.	\$2,999
	2021	5,362.14	ft.	\$5,963
	2022	2,142.82	ft.	\$2,422
	2023	2,106.17	ft.	\$2,422
	2024	3,121.4	ft.	\$3,643
	2025	481.65	ft.	\$574
	2026	2,325.05	ft.	\$2,806
	2027	17,711.18	ft.	\$21,769
	2028	3,259.14	ft.	\$4,072
	2029	5,298.54	ft.	\$6,738
	2030	4,426.1	ft.	\$5,717
	2031	2,127.26	ft.	\$2,793
	2032	1,242.8	ft.	\$1,661
	2033	4,713.26	ft.	\$6,397
	2034	1,283.52	ft.	\$1,772
	Total	77,265.62		\$91,784
SLURRY SEAL AND CRACK SEAL	2015	118,594.89	sq.yd.	\$355,791
	2016	33,109.44	sq.yd.	\$101,020
	2017	136,815.44	sq.yd.	\$424,539
	2019	3,766.67	sq.yd.	\$12,089
	2022	89,458.11	sq.yd.	\$301,993
	2023	561,484.56	sq.yd.	\$1,927,720
	2024	119,964	sq.yd.	\$418,868
	2025	188,472.78	sq.yd.	\$669,262
	2026	104,519.89	sq.yd.	\$377,451
	2027	40,125	sq.yd.	\$147,368
	2028	40,406.78	sq.yd.	\$150,925
	2029	91,636.78	sq.yd.	\$348,093
	2030	26,659.56	sq.yd.	\$102,990
	2031	540,451.67	sq.yd.	\$2,123,392
	2032	125,201.78	sq.yd.	\$500,265

Needs - Rehabilitation Treatment/Cost Summary

This report summarizes each rehabilitation treatment type, quantity of pavement affected, and total costs over the analysis period. It also summarizes the total quantities and costs over the same analysis period.

COLUMN	DESCRIPTION
Treatment	Type of rehabilitation treatments needed.
Year	Year in the analysis period.
Area Treated	Quantities in square yard.
Cost	Rehabilitation treatment cost.

Needs - Rehabilitation Treatment/Cost Summary

Inflation Rate = 1.70 % Printed: 05/06/2015

Treatment	Year	Area Treated		Cost
1.5" ARHM THIN OVERLAY	2015	8,978.67	sq.yd.	\$121,212
	2016	5,727.78	sq.yd.	\$78,640
	2018	5,373.33	sq.yd.	\$76,303
	Total	20,079.78	sq.yd.	\$276,155
1.5" ARHM THIN OVERLAY W/ 5% DIGOUT	2015	108,717.44	sq.yd.	\$1,956,914
	2016	12,527.67	sq.yd.	\$229,334
	Total	121,245.11	sq.yd.	\$2,186,248
2.5" ARHM THIN OVERLAY W/ 10% DIGOUT	2015	158,555.22	sq.yd.	\$4,915,223
	2016	42,876.89	sq.yd.	\$1,351,784
	2017	45,504.56	sq.yd.	\$1,459,015
	2018	15,541.56	sq.yd.	\$506,784
	2019	9,705.78	sq.yd.	\$321,868
	2020	6,393	sq.yd.	\$215,614
	2021	520	sq.yd.	\$17,836
	Total	279,097	sq.yd.	\$8,788,124
RECONSTRUCTION (3"AC+4"AB)	2015	283,441.67	sq.yd.	\$11,904,565
	2016	43,166.67	sq.yd.	\$1,843,826
	2017	17,183	sq.yd.	\$746,435
	2018	83,752.33	sq.yd.	\$3,700,069
	2019	25,653.78	sq.yd.	\$1,152,619
	2020	34,013.78	sq.yd.	\$1,554,211
	2021	1,658.67	sq.yd.	\$77,080
	Total	488,869.89	sq.yd.	\$20,978,805
RECONSTRUCTION (4"AC+6"AB)	2015	35,254.89	sq.yd.	\$2,062,411
	2016	22,211.56	sq.yd.	\$1,321,467
	2017	5,626.67	sq.yd.	\$340,447
	2018	10,264.44	sq.yd.	\$631,618
	Total	73,357.56	sq.yd.	\$4,355,943
RECONSTRUCTION (6"AC+6"AB)	2015	252,306.22	sq.yd.	\$19,049,128
	2016	19,040	sq.yd.	\$1,461,958
	2017	34,176	sq.yd.	\$2,668,765
	Total	305,522.22	sq.yd.	\$23,179,851
SLAB REPLACEMENT (25%)	2015	13,354.67	sq.yd.	\$253,739
	2016	768.89	sq.yd.	\$14,858
	2017	4,866.67	sq.yd.	\$95,638
	Total	18,990.22	sq.yd.	\$364,235
SLAB REPLACEMENT (75%)	2021	15,757.33	sq.yd.	\$985,047
	2023	3,960	sq.yd.	\$256,043
	2030	18,417.78	sq.yd.	\$1,339,986
	2034	3,960	sq.yd.	\$308,207
	Total	42,095.11	sq.yd.	\$2,889,283
SLURRY SEAL AND CRACK SEAL	2015	38,900.78	sq.yd.	\$116,706
	2016	16,726	sq.yd.	\$51,034
	2017	2,930.67	sq.yd.	\$9,095
	2018	7,874.44	sq.yd.	\$24,850

Needs - Rehabilitation Treatment/Cost Summary

Inflation Rate = 1.70 % Printed: 05/06/2015

Treatment	Year	Area Treated		Cost
	2019	15,651.33	sq.yd.	\$50,232
	2021	7,517.78	sq.yd.	\$24,955
	2022	1,364.44	sq.yd.	\$4,606
	2023	9,525.78	sq.yd.	\$32,704
	2024	10,309.33	sq.yd.	\$35,996
	2025	8,185.78	sq.yd.	\$29,068
	2026	6,672	sq.yd.	\$24,095
	2027	4,213.89	sq.yd.	\$15,476
	2028	1,770.67	sq.yd.	\$6,614
	2029	7,111.56	sq.yd.	\$27,015
	2030	4,566.67	sq.yd.	\$17,642
	2031	4,959.11	sq.yd.	\$19,484
	2032	17,895.11	sq.yd.	\$71,503
	2033	312	sq.yd.	\$1,268
	2034	6,360	sq.yd.	\$26,284
	Total	172,847.33	sq.yd.	\$588,627
				<hr/>
				Total Cost <hr/>
				\$63,607,271

Scenario 3: Gradual Funding to Improve PCI to 60

Cost Summary Report
Network Condition Summary Report

Scenarios - Cost Summary

Interest: 1.70%

Inflation: 1.70%

Printed: 06/17/2015

Scenario: Scenario 3 - Improve PCI=60 by 2020

Year	% PM	Budget	Rehabilitation		Preventative Maintenance	Surplus PM	Deferred	Stop Gap		
2015	5%	\$13,000,000	II	\$116,706	Non-Project	\$0	\$0	\$42,891,549	Funded	\$41,260
			III	\$531,628					Unmet	\$450,184
			IV	\$0	Project	\$0				
			V	\$0						
			Total	\$648,334						
			Project	\$12,310,419						
2016	5%	\$4,000,000	II	\$129,674	Non-Project	\$203,086	\$0	\$42,973,586	Funded	\$0
			III	\$1,193,397					Unmet	\$0
			IV	\$2,473,549	Project	\$0				
			V	\$0						
			Total	\$3,796,620						
			Project	\$0						
2017	5%	\$5,000,000	II	\$9,095	Non-Project	\$262,600	\$0	\$41,288,026	Funded	\$0
			III	\$95,638					Unmet	\$0
			IV	\$2,915,442	Project	\$0				
			V	\$1,716,617						
			Total	\$4,736,792						
			Project	\$0						
2018	5%	\$3,500,000	II	\$101,153	Non-Project	\$186,953	\$0	\$40,408,086	Funded	\$0
			III	\$0					Unmet	\$0
			IV	\$789,387	Project	\$0				
			V	\$2,421,241						
			Total	\$3,311,781						
			Project	\$0						
2019	5%	\$3,000,000	II	\$50,232	Non-Project	\$156,809	\$0	\$38,818,477	Funded	\$0
			III	\$0					Unmet	\$0
			IV	\$774,678	Project	\$0				
			V	\$2,017,982						
			Total	\$2,842,892						
			Project	\$0						
2020	5%	\$3,000,000	II	\$0	Non-Project	\$0	\$0	\$37,330,135	Funded	\$155,282
			III	\$0					Unmet	\$349,480
			IV	\$429,243	Project	\$0				
			V	\$2,415,485						
			Total	\$2,844,728						
			Project	\$0						

Scenarios - Sections Selected for Treatment

Interest: 1.70%

Inflation: 1.70%

Printed: 05/14/2015

Scenario: Scenario 2 - Maintain PCI at 54

Year	Budget	% PM	Year	Budget	% PM	Year	Budget	% PM
2015	\$12,310,500	\$60,500	2016	\$2,500,000	\$300,000	2017	\$3,000,000	\$300,000
2018	\$3,000,000	\$2,800	2019	\$2,340,000	\$14,000	2020	\$1,958,000	\$5,000
2021	\$2,500,000	\$6,700	2022	\$1,700,000	\$1,200	2023	\$1,408,000	\$112,000
2024	\$1,080,000	\$421,000	2025	\$1,500,000	\$819,000	2026	\$1,500,000	\$56,000
2027	\$1,150,000	\$476,000	2028	\$1,100,000	\$138,000	2029	\$1,100,000	\$122,000
2030	\$1,350,000	\$176,000	2031	\$1,050,000	\$240,000	2032	\$1,150,000	\$476,000
2033	\$1,150,000	\$630,000	2034	\$1,150,000	\$360,000			

Year: 2015

Street Name	Begin Location	End Location	Street ID	Section	Length	Width	Area	Last Inspected	Surf FC	Type	PCI	Cost	Rating	Treatment
**E WASHINGTON BLVD	WEST CL	INDIANA ST	EWASHIN GTO	1000	415	74	30,710	3/21/2015	UPA O	AC	100	\$257,623	10,381	RECONSTRUCTION (6"AC+6"AB)
**E WASHINGTON BLVD	INDIANA ST	OAK ST	EWASHIN GTO	1010	1,974	74	146,076	3/21/2015	UPA O	AC	100	\$1,225,416	10,381	RECONSTRUCTION (6"AC+6"AB)
**E WASHINGTON BLVD	OAK ST	ARROWMILL	EWASHIN GTO	1020	1,892	74	140,008	3/21/2015	UPA O	AC	100	\$1,174,512	10,381	RECONSTRUCTION (6"AC+6"AB)
**E WASHINGTON BLVD	ARROWMILL	AYERS AV	EWASHIN GTO	1030	1,092	74	80,808	3/21/2015	UPA O	AC	100	\$677,890	6,613	RECONSTRUCTION (6"AC+6"AB)
**E WASHINGTON BLVD	AYERS AV	E EDGE O/SB 710	EWASHIN GTO	1040	701	78	54,678	3/21/2015	UPA O	PCC	100	\$458,688	0	RECONSTRUCTION (6"AC+6"AB)
**E WASHINGTON BLVD	E EDGE O/SB 710	HEPWORTH AV	EWASHIN GTO	1050 EB	664	38	25,232	3/21/2015	UPA O	PCC	100	\$211,669	0	RECONSTRUCTION (6"AC+6"AB)
**E WASHINGTON BLVD	HEPWORTH AV	E EDGE O/SB 710	EWASHIN GTO	1050 WB	664	38	25,232	3/21/2015	UPA O	AC	100	\$211,669	9,451	RECONSTRUCTION (6"AC+6"AB)
**E WASHINGTON BLVD	HEPWORTH	190' w/o ATLANTIC AV	EWASHIN GTO	1060	1,184	76	89,984	3/21/2015	UPA O	AC	100	\$754,866	9,886	RECONSTRUCTION (6"AC+6"AB)
**E WASHINGTON BLVD	190' w/o ATLANTIC AV	ATLANTIC AV	EWASHIN GTO	1070	190	60	11,400	3/21/2015	UPA O	PCC	100	\$95,634	0	RECONSTRUCTION (6"AC+6"AB)
**E WASHINGTON BLVD	ATLANTIC AV	160' e/o ATLANTIC AV	EWASHIN GTO	1080	160	60	9,600	3/21/2015	UPA O	PCC	100	\$80,534	0	RECONSTRUCTION (6"AC+6"AB)
**E WASHINGTON BLVD	160' e/o ATLANTIC AV	O'NEILL AV	EWASHIN GTO	1090	1,324	66	87,384	3/21/2015	UPA O	AC	100	\$733,055	9,886	RECONSTRUCTION (6"AC+6"AB)
**E WASHINGTON BLVD	O'NEILL AV	356' w/o EASTERN AV	EWASHIN GTO	1100	736	66	48,576	3/21/2015	UPA O	AC	100	\$407,499	9,755	RECONSTRUCTION (6"AC+6"AB)
**E WASHINGTON BLVD	356' w/o EASTERN AV	EASTERN AV	EWASHIN GTO	1110	356	66	23,496	3/21/2015	UPA O	PCC	100	\$197,106	0	RECONSTRUCTION (6"AC+6"AB)
**E WASHINGTON BLVD	EASTERN AV	376' e/o EASTERN AV	EWASHIN GTO	1120	376	66	24,816	3/21/2015	UPA O	PCC	100	\$208,179	38	RECONSTRUCTION (6"AC+6"AB)

** - Treatment from Project Selection

1

MTC StreetSaver

Scenarios Criteria:

SS1026

APPENDIX E



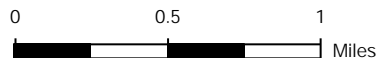
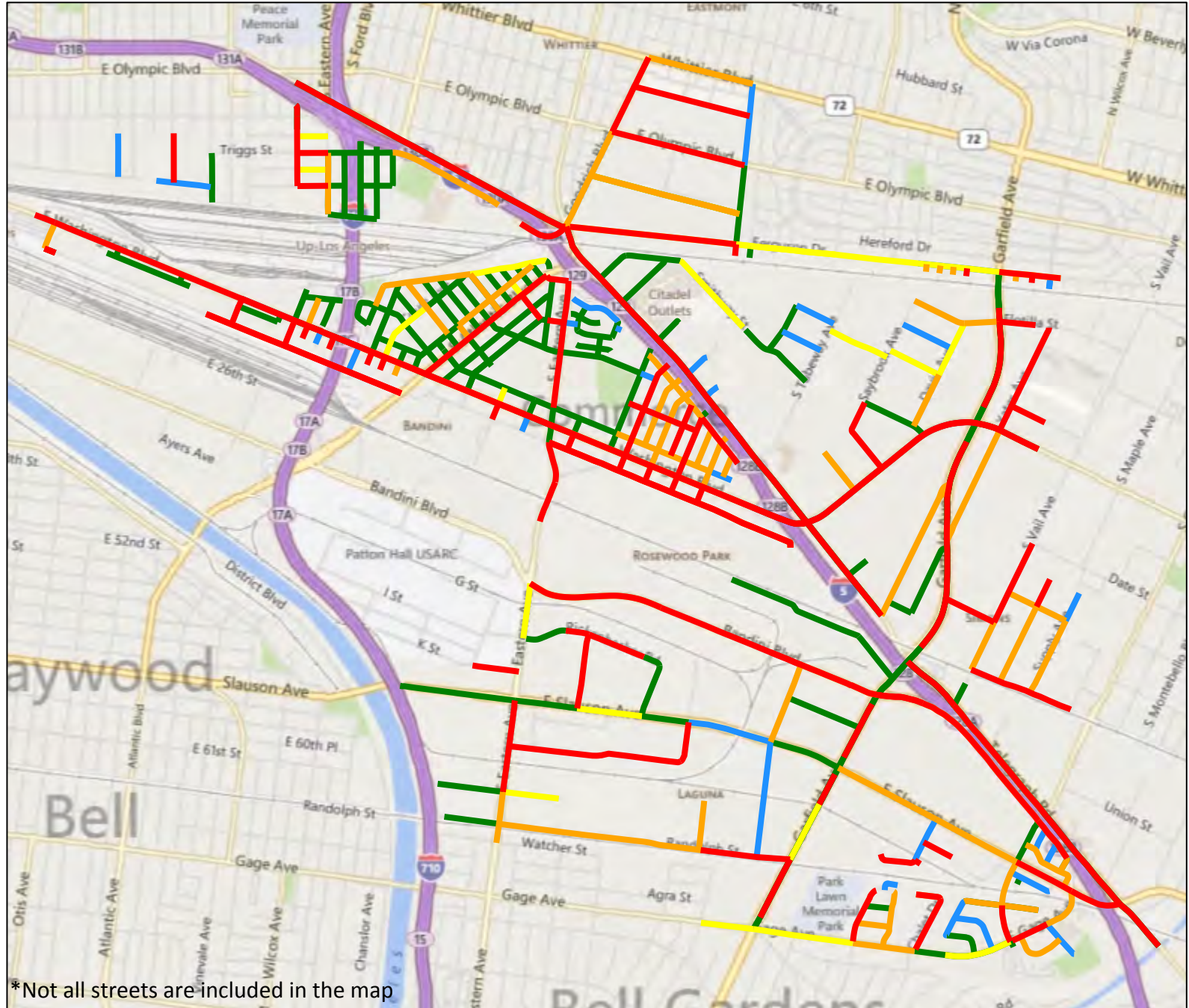
City of Commerce

Current PCI Condition

Printed: 6/18/2015

Feature Legend

- I - Very Good
- II - Good (non-load)
- III - Good (load-related)
- IV - Poor
- V - Very Poor



Scenario 1: No Funding



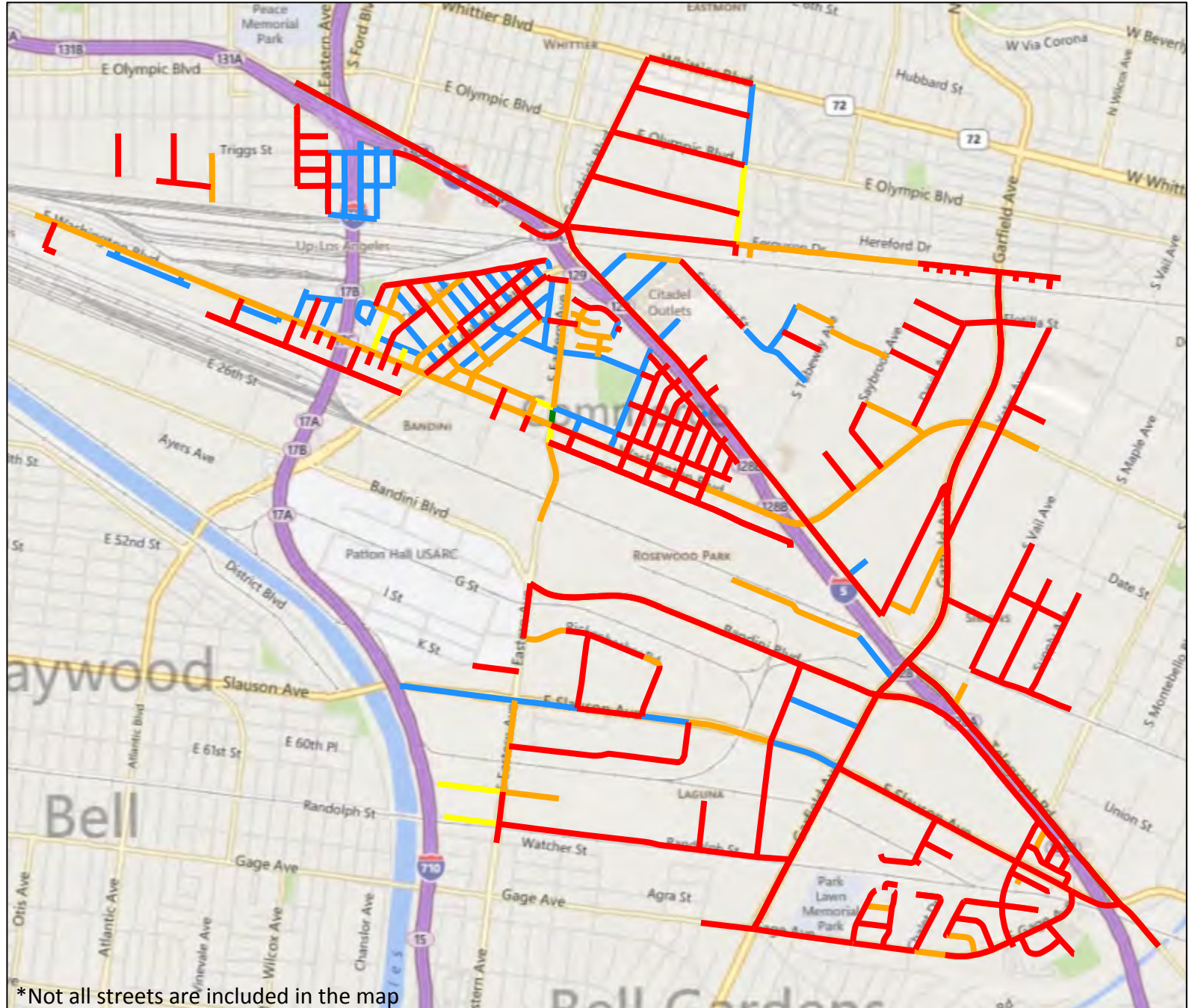
City of Commerce

Scenario PCI Condition

Scenario 1 - \$0 Budget - 2034 Project Period - Total Rehab: \$0 - Printed: 6/18/2015

Feature Legend

- I - Very Good
- II - Good (non-load)
- III - Good (load-related)
- IV - Poor
- V - Very Poor





The subsequent pages contain a sample work plan for the City of West Covina for the City's review.

Scenarios - Sections Selected for Treatment

Interest: 3.00% Inflation: 3.00% Printed: 08/24/2016
Scenario: Scenario 2A: Maintain Network PCI at 72 Arterial

Year	Budget	PM	Year	Budget	PM	Year	Budget	PM
2016	\$1,325,000	\$0	2020	\$1,325,000	\$0	2024	\$1,325,000	\$0
2017	\$1,325,000	\$0	2021	\$1,325,000	\$0	2025	\$1,325,000	\$0
2018	\$1,325,000	\$0	2022	\$1,325,000	\$0			
2019	\$1,325,000	\$0	2023	\$1,325,000	\$0			

Year: 2016

Street Name	Begin Location	End Location	Street ID	Section	Length	Width	Area	Last Inspected	FC	Surf Type	PCI	Cost	Rating	Treatment
Azusa Ave	Puente Ave	North City Limit	Azusa	1298N	649	32	20,768	12/8/2015	A	AC/A C	100	\$41,536	34,434	2" ARHM OVERLAY (3% BASE REPAIR)
Cameron Ave	City Boundary at Quail Valley	E City Limit @ Grand Ave	Camero	8055W	720	31	22,320	10/5/2015	A	AC/A C	100	\$44,640	36,330	2" ARHM OVERLAY (3% BASE REPAIR)
Glendora Ave	VALINDA AVE	WALNUT CREEK PKWY	GLENDO	1703N1	340	38	12,920	12/8/2015	A	AC	100	\$25,840	36,743	2" ARHM OVERLAY (3% BASE REPAIR)
Grand Ave	Fairway Ln	North City / State Boundary	Grand	3100S	393	30	11,790	12/8/2015	A	AC/A C	100	\$23,580	31,308	2" ARHM OVERLAY (3% BASE REPAIR)
Lark Ellen Ave	Fairgrove Ave	Maplegrove St	LarkEI	1850N	1,662	30	49,860	12/9/2015	A	AC	100	\$99,720	34,947	2" ARHM OVERLAY (3% BASE REPAIR)
Lark Ellen Ave	South Garvey Ave	Stuart Ave	LarkEI	1960S	1,105	20	22,100	12/8/2015	A	AC	100	\$44,200	34,951	2" ARHM OVERLAY (3% BASE REPAIR)
Merced Ave	Willow Ave	South Garvey Ave	Merced	4290NW	1,078	29	31,088	10/7/2015	A	AC	100	\$62,176	35,163	2" ARHM OVERLAY (3% BASE REPAIR)
Merced Ave	Sunset Ave	Orange Ave	Merced	4370NW	1,851	30	55,530	10/7/2015	A	AC	100	\$111,060	36,086	2" ARHM OVERLAY (3% BASE REPAIR)
Merced Ave	Hollenbeck St	Azusa Ave	Merced	4730W	2,600	19	49,400	10/7/2015	A	AC/A C	100	\$98,800	35,232	2" ARHM OVERLAY (3% BASE REPAIR)
Pacific Ave	Cameron Ave	North Garvey Ave	Pacifi	8360S	739	30	22,170	12/9/2015	A	AC	100	\$44,340	36,195	2" ARHM OVERLAY (3% BASE REPAIR)
Valinda Ave	Merced Ave	City Boundary	Valind	7450S	906	29	25,902	12/9/2015	A	AC/A C	100	\$51,804	35,768	2" ARHM OVERLAY (3% BASE REPAIR)
West Covina Pkwy	California Ave	Vincent Ave	Westco	7400E	959	35	31,165	12/9/2015	A	AC/A C	100	\$62,330	36,578	2" ARHM OVERLAY (3% BASE REPAIR)
Treatment Total												\$710,026		
Azusa Ave	North Garvey Ave	South Garvey Ave	Azusa	1220N	1,164	44	51,216	12/8/2015	A	AC/A C	100	\$91,051	35,111	2" ARHM OVERLAY
Barranca St	North Garvey Ave	City Boundary	Barran	8490N	318	31	9,858	12/8/2015	A	AC	100	\$17,526	36,141	2" ARHM OVERLAY
Francisquito Ave	City Boundary	California Ave	Franci	5950N	414	23	9,522	12/8/2015	A	AC	100	\$16,928	36,286	2" ARHM OVERLAY
Lark Ellen Ave	Amar Rd	Fairgrove Ave	LarkEI	1830N	1,816	30	54,480	12/9/2015	A	AC	100	\$96,854	37,574	2" ARHM OVERLAY

Scenarios - Sections Selected for Treatment

Interest: 3.00%

Inflation: 3.00%

Printed: 08/24/2016

Scenario: Scenario 2A: Maintain Network PCI at
72 Arterial

Year: 2016

Street Name	Begin Location	End Location	Street ID	Section	Length	Width	Area	Last Inspected	FC	Surf Type	PCI	Cost	Rating	Treatment
Lark Ellen Ave	Fairgrove Ave	Amar Rd	LarkEI	1840S	1,821	30	54,630	12/9/2015	A	AC	100	\$97,120	36,281	2" ARHM OVERLAY
Lark Ellen Ave	Merced Ave	Cameron Ave	LarkEI	1910N	2,426	28	67,928	12/9/2015	A	AC	100	\$120,761	36,281	2" ARHM OVERLAY
Lark Ellen Ave	Stuart Ave	South Garvey Ave	LarkEI	1950N	1,103	20	22,060	12/8/2015	A	AC	100	\$39,218	37,579	2" ARHM OVERLAY
Lark Ellen Ave	Shamwood St	Workman Ave	LarkEI	1990N	646	20	12,920	12/9/2015	A	AC/A C	100	\$22,969	35,171	2" ARHM OVERLAY
Sentous Ave	End of Street	La Puente Rd	Sentou	8650S	1,917	18	34,506	12/9/2015	A	AC	100	\$61,344	38,775	2" ARHM OVERLAY
Sunset Ave	Puente Ave	South City Boundary	Sunset	1560N	747	38	28,386	12/9/2015	A	AC	100	\$50,464	39,315	2" ARHM OVERLAY
Treatment Total												\$614,235		
Year 2016 Area Total							700,519	Year 2016 Total			\$1,324,261			

Year: 2017

Street Name	Begin Location	End Location	Street ID	Section	Length	Width	Area	Last Inspected	FC	Surf Type	PCI	Cost	Rating	Treatment
Azusa Ave	South Garvey Ave	North Garvey Ave	Azusa	1230S	1,164	43	50,052	12/8/2015	A	AC/A C	100	\$103,108	34,079	2" ARHM OVERLAY (3% BASE REPAIR)
Cameron Ave	Evanwood Ave	California Ave	Camero	7760E	809	28	22,652	12/8/2015	A	AC/A C	100	\$46,664	34,364	2" ARHM OVERLAY (3% BASE REPAIR)
Cameron Ave	Barranca St	City Boundary	Camero	8020E	3,157	29	91,553	10/6/2015	A	AC/A C	100	\$188,600	34,315	2" ARHM OVERLAY (3% BASE REPAIR)
Francisquito Ave	Orange Ave	Willow Ave	Franci	5870N	1,841	26	47,866	12/8/2015	A	AC/A C	100	\$98,604	34,160	2" ARHM OVERLAY (3% BASE REPAIR)
Francisquito Ave	Sunset Ave	Orange Ave	Franci	5900W	1,793	30	53,790	12/8/2015	A	AC	100	\$110,808	33,730	2" ARHM OVERLAY (3% BASE REPAIR)
Glendora Ave	WALNUT CREEK PKWY	VALINDA AVE	GLENDO	1704S2	340	38	12,920	12/8/2015	A	AC	100	\$26,616	32,149	2" ARHM OVERLAY (3% BASE REPAIR)
Lark Ellen Ave	Stuart Ave	Cameron Ave	LarkEI	1920S	2,615	28	73,220	12/9/2015	A	AC	100	\$150,834	33,216	2" ARHM OVERLAY (3% BASE REPAIR)
Merced Ave	South Garvey Ave	Willow Ave	Merced	4280SE	1,083	29	31,233	10/7/2015	A	AC	100	\$64,340	34,419	2" ARHM OVERLAY (3% BASE REPAIR)
Merced Ave	Craig Ave	Walnut Ave	Merced	4530W	825	28	23,100	10/7/2015	A	AC	100	\$47,586	34,492	2" ARHM OVERLAY (3% BASE REPAIR)
Merced Ave	Susanna Ave	Craig Ave	Merced	4550W	1,114	28	31,192	10/7/2015	A	AC	100	\$64,256	33,624	2" ARHM OVERLAY (3% BASE REPAIR)
Merced Ave	Valinda Ave	Susanna Ave	Merced	4570W	631	28	17,668	10/7/2015	A	AC	100	\$36,397	33,522	2" ARHM OVERLAY (3% BASE REPAIR)

** - Treatment from Project Selection

2

MTC StreetSaver

Scenarios Criteria:

SS1026

Scenarios - Sections Selected for Treatment

Interest: 3.00%

Inflation: 3.00%

Printed: 08/24/2016

Scenario: Scenario 2A: Maintain Network PCI at
72 Arterial

Year: 2017

Street Name	Begin Location	End Location	Street ID	Section	Length	Width	Area	Last Inspected	FC	Surf Type	PCI	Cost	Rating	Treatment
Puente Ave	Orange Ave	Nora Ave	Puente	5280E	1,119	29	32,277	10/9/2015	A	AC/A C	100	\$66,491	34,446	2" ARHM OVERLAY (3% BASE REPAIR)
Puente Ave	Nora Ave	Orange Ave	Puente	5290W	1,119	26	28,938	10/9/2015	A	AC/A C	100	\$59,613	33,218	2" ARHM OVERLAY (3% BASE REPAIR)
Puente Ave	Sunset Ave	Vincent Ave	Puente	5340E	2,614	28	73,192	10/8/2015	A	AC/A C	100	\$150,776	34,130	2" ARHM OVERLAY (3% BASE REPAIR)
Treatment Total												\$1,214,693		
Citrus St	South Garvey Ave	Cortez St	Citrus	3590S	2,025	29	58,725	12/8/2015	A	AC/A C	100	\$107,532	35,117	2" ARHM OVERLAY
Treatment Total												\$107,532		
Year 2017 Area Total							648,378	Year 2017 Total				\$1,322,225		

Year: 2018

Street Name	Begin Location	End Location	Street ID	Section	Length	Width	Area	Last Inspected	FC	Surf Type	PCI	Cost	Rating	Treatment
Cameron Ave	Azusa Ave	Lark Ellen Ave	Camero	7950W	2,589	29	75,081	10/6/2015	A	AC/A C	100	\$159,307	30,959	2" ARHM OVERLAY (3% BASE REPAIR)
Citrus St	Cameron Ave	Cortez St	Citrus	3560N	1,201	28	33,628	12/8/2015	A	AC/A C	100	\$71,352	30,913	2" ARHM OVERLAY (3% BASE REPAIR)
Grand Ave	Fairway Ln	Walnut Creek Channel	Grand	3130N	292	39	11,388	12/8/2015	A	AC/A C	100	\$24,164	31,442	2" ARHM OVERLAY (3% BASE REPAIR)
LAKES DR	LAKES DR.	GLENDORA AVE.	LAKESDR	1740S	528	60	31,680	12/9/2015	A	AC	100	\$67,219	30,843	2" ARHM OVERLAY (3% BASE REPAIR)
La Puente Rd	Sentous Ave	Whitingham Dr	LaPuen	4160E	2,192	34	74,528	12/9/2015	A	AC	100	\$158,134	32,973	2" ARHM OVERLAY (3% BASE REPAIR)
Lark Ellen Ave	City Boundary	Merced Ave	LarkEI	1870N	935	28	26,180	12/9/2015	A	AC	100	\$55,549	31,950	2" ARHM OVERLAY (3% BASE REPAIR)
Lark Ellen Ave	Merced Ave	City Boundary	LarkEI	1880S	936	28	26,208	12/16/2015	A	AC	100	\$55,609	31,926	2" ARHM OVERLAY (3% BASE REPAIR)
Lark Ellen Ave	Cameron Ave	Merced Ave	LarkEI	1940S	2,424	28	67,872	12/9/2015	A	AC	100	\$144,011	32,488	2" ARHM OVERLAY (3% BASE REPAIR)
Merced Ave	Orange Ave	Sunset Ave	Merced	4360SE	1,860	30	55,800	10/7/2015	A	AC	100	\$118,397	31,633	2" ARHM OVERLAY (3% BASE REPAIR)
Merced Ave	Susanna Ave	Valinda Ave	Merced	4560E	636	28	17,808	10/7/2015	A	AC	100	\$37,786	31,112	2" ARHM OVERLAY (3% BASE REPAIR)

** - Treatment from Project Selection

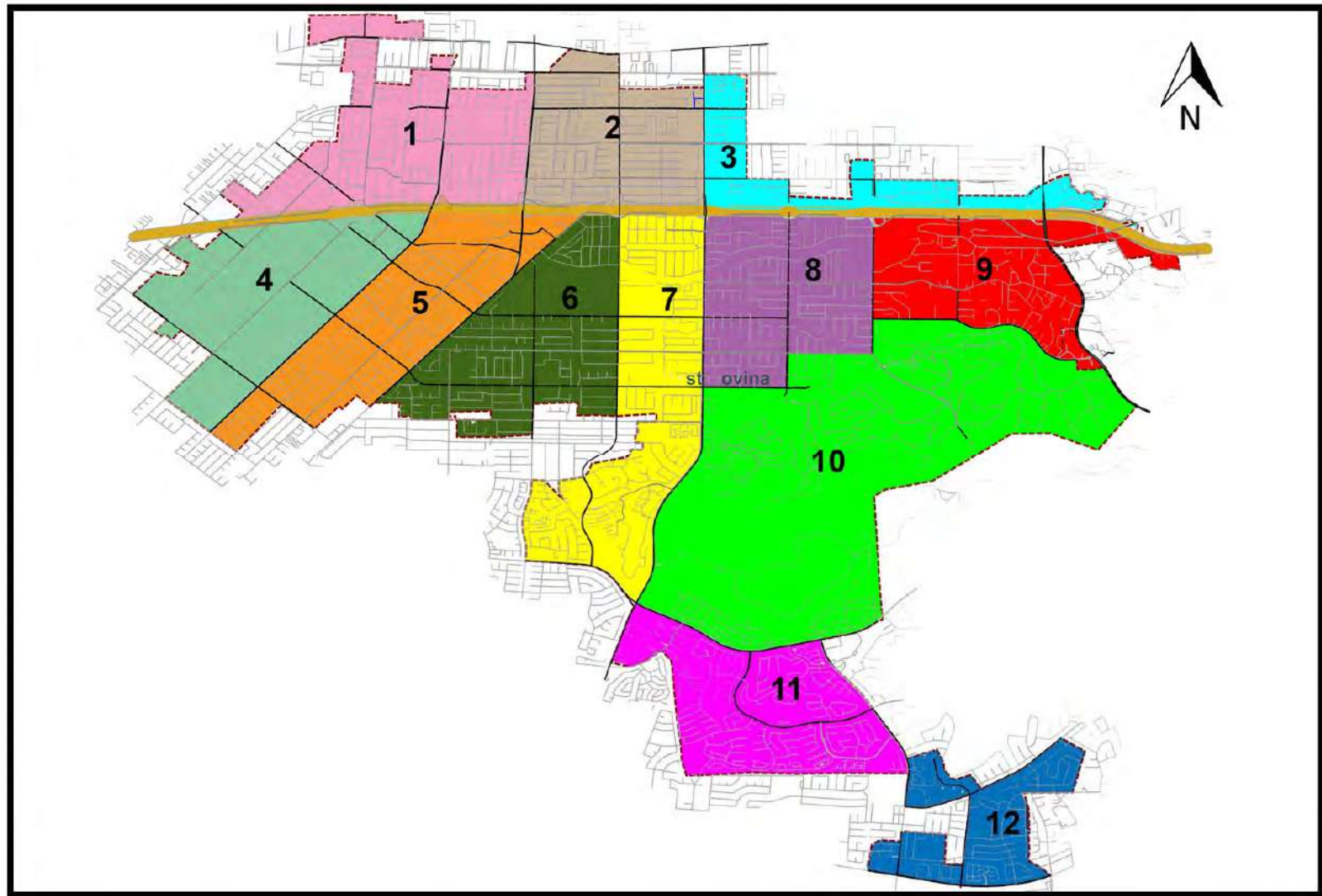
3

MTC StreetSaver

Scenarios Criteria:

SS1026

City of West Covina
Maintenance Zones for Residential and Collector Streets



**CERTIFICATION OF FIRM'S ACCEPTANCE OF
CITY OF HUNTINGTON PARK'S CONTRACT SERVICES AGREEMENT AND
PROPOSAL FOR MODIFICATION OF TERMS (if any)**

By signing this form below, the firm certifies that the attached Agreement in **Attachment 2** is acceptable to the firm and will be signed upon selection of the firm to perform services for the City of Huntington Park, except for request for modification of the agreement (if any), as specifically described below (or listing modifications by number that refer to attached sheets if necessary).

Name and Signature of Firm's Management Representative authorized to sign an agreement:

Name: Gregory L. Fasiano

Title: Principal

Signature: 

Date: October 31, 2017

Firm Name: NCE

Please note modifications requested are detailed in Section 6 and included on the subsequent pages in the full contract per the Addenda requirements.



Date: October 26, 2017

Addendum # 1 Questions and Answers

**Request for Proposals for City of Huntington Park
Preparation of Pavement Management Program**

The following modifications are to be included in the request for proposals for Preparation of Pavement Management Program. Addendum #1 and all addenda must be executed and returned with the bid submittal.

Page 6 – 8. Questions Regarding this RFP Deadline October 26, 2017 at 11:00 AM:

- Q.** Do you need a wet signature on the forms?
A. Yes, on original copy.
- Q.** Do we include attachments D & E in our submittal? If so in which section?
A. Yes, both. Do not include in any of the 7 sections. The attachment should be placed at the end of the sections.
- Q.** On the Certification of Firm's Acceptance of City of Huntington Park's Contract Services Agreement and Proposal it refers to Exhibit B – attached agreement. But on page 7 only exhibits A-E are noted and the City's Standard Professional Services Agreement is listed as Attachment 2?
A. See attached Revised Exhibit "C" Certification of Firm's Acceptance of City of Huntington Park's Contract Services Agreement and Proposal for Modification of Terms (if any).
- Q.** Exhibit C – City's standard professional services agreement. If we have comments do we notate those on the form and note that by our signature?
A. Make notation(s) on sample agreement. City Attorney will review and address with awarded firm.
- Q.** City has selected Street Save Software- Has this been fully implemented already? Could we propose an alternative?
A. We would suggest that you submit a proposal based on the specific requirements included in City's RFP, and if you wish, also provide your alternative approach and your software as an option.

City will receive bids in the Office of the City Clerk, City of Huntington Park, 6550 Miles Ave, Huntington Park, CA 90255, up to the hour of 2 pm on November 2, 2017. Any all

bids received late will be returned unopened. **Please sign this Addendum #1 and return as part of your bid submittal.**

Company name: _____ NCE _____

Representative name (print): __ Gregory L. Fasiano _____

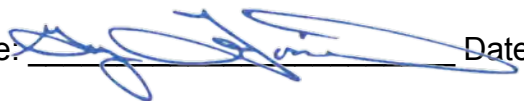
Representative signature:  _____ Date: October 31, 2017 _____

EXHIBIT D
FALSE CLAIMS FORM
CITY OF HUNTINGTON PARK
City Hall
6550 Miles Avenue
Huntington Park, California 90255
False Claims / False Claims Act Certification

Proposer shall provide either the certification requested below or the information requested on the next page. Failure to certify or provide the requested information may result in a determination that the Proposer is non-responsive and City may reject the proposal on this basis. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible and City may reject the proposal on this basis as well. "False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. section 3729 et seq., and the California False Claims Act, Government Code section 12650 et seq.

FALSE CLAIMS ACT CERTIFICATION

If the Proposer has no False Claims Act violations as described above, complete the following:


I Gregory L. Fasiano, am the Principal
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of NCE (hereinafter, "Proposer").
(Print Name of Proposing Entity)

In submitting a proposal to the City of Huntington Park, I hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 31st day of October 2017 at Sacramento, CA
(Month and year) (City and state)

By 
(Signature of Person Responsible for Submitting Proposal
on behalf of Proposer)

FALSE CLAIMS ACT VIOLATIONS INFORMATION

NOT APPLICABLE

- (1) Date of Determination of Violation: _____

- (2) Identity of tribunal or court and case name or number, if any: _____

- (3) Government Contract or project involved: _____

- (4) Government agency involved: _____

- (5) Amount of fine imposed: _____
- (6) Exculpatory Information: _____


DECLARATION

I, am the Gregory L. Fasiano Principal
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of NCE (hereinafter, "Proposer").
(Print Name of Proposing Entity)

I declare under penalty of perjury that the above information is true and correct.

Executed this 31st day of October 2017 at Sacramento, CA
(Month and year) (City and state)

By  _____
(Signature of Person Responsible for Submitting Proposal)

on behalf of Proposer)

EXHIBIT E

Civil Litigation History/Civil Litigation Certification

CITY OF HUNTINGTON PARK

6550 Miles Avenue

Huntington Park, California 90255

Proposer shall provide either the certification requested below or information requested on the next page. Failure to provide such certification or information may result in a determination that the Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible. For the five (5) years preceding the date of submittal of this Proposal, identify any civil litigation arising out of the performance of a procurement contract within the State of California in which any of the following was a named plaintiff or defendant in a lawsuit brought by or against the entity soliciting Proposals: the Proposer submitting the instant Proposal, including any person who is an officer of, or in a managing position with, or has an ownership interest in, the entity submitting the Proposal. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on the following page labeled "Civil Litigation History Information:" (i) the name and court case identification number of each case, (ii) the jurisdiction in which it was filed, and (iii) the outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

CIVIL LITIGATION CERTIFICATION

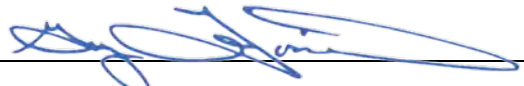
If the Proposer has no civil litigation history to report as described above, complete the following:

I, am the Gregory L. Fasiano Principal
(Print name of person responsible for submitting proposal) (Title with proposing entity)
of NCE (hereinafter, "Proposer").
(Print Name of Proposing Entity)

In submitting a Proposal to the City of Huntington Park, I, hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been involved in civil litigation as described, above.

I declare under penalty of perjury that the above information is true and correct.

Executed this 31st day of October 2017 at Sacramento, CA
(Month and year) (City and state)

By  (Signature of Person Responsible for Submitting Proposal on the behalf of Proposer).

CIVIL LITIGATION HISTORY INFORMATION

NOT APPLICABLE

(1) Name of Case: _____

(2) Court case identification number: _____

(3) Jurisdiction in which case was filed: _____

(4) Outcome of the case: _____

(5) Name of Case: _____

(6) Court case identification number: _____

(7) Jurisdiction in which case was filed: _____

(8) Outcome of the case: _____

DECLARATION

I, am Gregory L. Fasiano

Principal

(Print name of person responsible for submitting proposal)

(Title with proposing entity)

of NCE (hereinafter, "Proposer").

(Print Name of Proposing Entity)

I declare under penalty of perjury that the above information is true and correct.

Executed this 31st day of October 2017 at Sacramento, CA

(Month and year)

(City and state)

By:  _____

(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

CITY OF HUNTINGTON PARK
DEVELOPMENT OF A PAVEMENT MANAGEMENT SYSTEM
COST PROPOSAL

Task Description	Hourly Breakdown by Personnel					
	Project Manager	QC/QA Manager	Project Engineer	Technician	Clerical	Total Cost
Task A- Project Initiation	8		8			\$ 2,600
Task B - Base Data	6		16			\$ 7,100
Task C - Walking Field Surveys	4	4	12	96		\$ 12,400
Task D - Development of Maintenance and Rehabilitation (M&R) Decision Tree and Budget Needs Analysis	8		16			\$ 3,500
Task E - Report	4	4	40		8	\$ 7,600
Totals	40	6	78	104	8	\$ 33,200
Optional Tasks						
Task F - Information About AC Pavement and Base Thickness	4		4			\$ 1,150
<i>Option A: GPR Entire Network (67 centerline-miles)</i>	4		4			\$ 66,620
<i>Option B: GPR Partial Network (5 lane-miles)</i>	4		4			\$ 16,460
Task G - GIS Linkage	4		16			\$ 5,700
Task H - Training and Technical Support	12				8	\$ 3,500
Totals for optional tasks (Option A)	24		24		8	\$ 76,970
Totals for optional tasks (Option B)	24		24		8	\$ 26,810

Assumptions:

Task B - includes conversion from PAVER to StreetSaver. Quality Control checks on database post conversion.

Task C - assumes 67 miles to be surveyed and includes 5% QC reinspection. Includes 1/2 day training for City staff at no additional cost.

Task F - ground penetrating radar (GPR) used to determine pavement section thicknesses.

Task G - includes cost to upload City's shapefile to StreetSaver and perform Quality control checks on data.

Task H - includes all training materials and technical support.

Direct costs include reproduction, StreetSaver license and conversion costs as well as geotechnical/GPR costs.

Meetings are included in Tasks A, B and D.

ATTACHMENT “B”

Attachment “B”

Exhibit “A”

1. SCOPE OF SERVICES

The City is interested in receiving proposals from qualified consulting firms to prepare a comprehensive PMP Report. The scope of services to be provided by the selected consultant for this project includes the following:

A. Project Initiation

Meet with City staff to finalize scope of work and final project schedule.

Note: The City has selected StreetSaver™ as its desired PMP software.

B. Base Data

Create street system base data with appropriate segmentation of all streets and alleys in the City. A copy of City’s Street Map is provided in ATTACHMENT 1 - CITY STREET MAP.

C. Walking Field Surveys

Conduct Walking Field Surveys. These are performed with one-person crews (for high volume streets like expressways or major arterials, two-person crews may be needed for safety). The major advantage of this survey method is that it is more accurate than Wind Shield Surveys, since cracks and all other pavement distresses are measured and recorded. Pavement condition surveys shall be performed in accordance with the established standards as identified by ASTM D-6433. Create a database, as necessary, so that City staff will be able to continually update the database, generate reports, and prepare maps in the future.

D. Development of Maintenance and Rehabilitation (MR) Decision Tree and Budget Needs Analysis

Development of the MR decision tree is one of the important steps in updating the pavement management program as it has a direct and significant impact on the work plan and the budgeting recommendations. It shall include alternatives to determine practical and cost-effective treatments for each street section analyzed based on various criteria, including but not limited to condition, pavement type, and functional classifications. The unit costs shall be adjusted based on street classifications (for example, cold mill and overlay on a major street may be higher than coldmill and overlay on a residential street, due to traffic control, and other factors). Accurate unit cost ranges can make a significant difference on the City’s cost projections, needs assessments and implementation schedules. The unit prices shall include all costs (construction and soft costs). A Budget Needs analysis shall be prepared for various periods to be determined (this will be part of the final scope establishment with the selected consultant), identifying MR requirements for each street section and determining total maintenance and rehabilitation requirements over the entire analysis period. The analysis shall provide clear results and recommendations that are practical to implement.

Attachment “B”

E. Report

- Determine the present performance status of City’s roadway network (segment by segment) which includes the preparation of field data inventory logs. Identify and determine a preventive maintenance program for the roadway network with respect to City’s desired budget forecast.
- Identify the feasible rehabilitation alternatives per street segment.
- The final report will assist decision makers at the City in utilizing the results of the PMP. The report shall relate/link the PMP recommended repair program costs to the City’s current budget, and projected budget alternatives to improve overall maintenance and rehabilitation strategies. The report shall assess the adequacy of ideal and projected revenues to meet the maintenance needs recommended by the PMP program, and maximizes the returns from expenditures by:
 - Implementing a multi-year street rehabilitation and maintenance program;
 - Developing a preventive maintenance program; and
 - Selecting the most cost-effective repairs.

The report shall assist the City with identifying maintenance priorities specific to its needs. It shall examine the overall condition of the street network and highlights options for improving the current network level pavement condition index (PCI). These options shall be developed through "what-if" analyses. By varying the budget amounts available for pavement maintenance and repair, and show how different funding strategies affect the City's streets over the next 20 years.

After determining the maintenance needs of the entire streets network, the report shall develop a cost-effective maintenance and rehabilitation strategy conducting several “what-if” analyses. The impacts of various budget "scenarios" shall be evaluated as follows for various PCI Levels and various years, which will be determined as part of the final scope of work to meet City’s budgetary needs:

- Scenario 1: No Funding to document the consequences on the existing PCI at the established average Level 1 (as a result of this PMP study) without additional funding over the next 10 and 20 years.
- Scenario 2: Gradual Funding necessary annually to maintain the existing PCI at the established average Level 1 (as a result of this PMP study) without additional funding over the next 10 and 20 years.
- Scenario 3: Gradual Funding necessary annually to improve the pavement the average PCI to a selected average Level 2 (may be around PCI 60) within a selected duration, and maintain at the same level after that.
- Scenario 4: Gradual Funding necessary annually to improve the pavement the average PCI to a selected average Level 3 (may be around PCI 75) and within a selected duration, and maintain at the same level after that.
- Scenario 5: Gradual Funding necessary annually to improve the pavement the average PCI to a selected average Level 4 (may be around PCI 85) and within a selected duration, and maintain at the same level after that.

Attachment “B”

- Scenario 6: Front Loaded Funding necessary to improve the pavement the average PCI to a selected average Level 5 (may be around PCI 60) and within a selected duration, and maintain at the same level after that.
- Scenario 7: Front Loaded Funding necessary to improve the pavement the average PCI to a selected average Level 6 (may be around PCI 75) and within a selected duration, and maintain at the same level after that.
- Scenario 8: Front Loaded Funding necessary to improve the pavement the average PCI to a selected average Level 7 (may be around PCI 75) and within a selected duration, and maintain at the same level after that.
- Scenario 9: Unlimited Funding: Funding necessary if the City had an unlimited funding source over the next 6 years to fund all pavement maintenance needs.

The above scenarios are provided as general guidance. Final scenarios will be established as part of the final scope development, and may be further adjusted after updated PCI levels are established as part of the study. Additional scenarios may be considered for Residential Streets Rehab Program, Arterial Streets Rehab Program, Collector Streets Rehab Program, Alleys Rehab Program.

F. Information about AC pavement and base thickness

As an option, the City may request that existing AC and base thicknesses at various street segments to be included in the report. This can be accomplished by first reviewing existing roadway plans, where such plans are available. For locations where street plans are not available, the City may request corings at various segments to verify existing AC and base thicknesses.

ATTACHMENT “C”



PROFESSIONAL SERVICES AGREEMENT

Preparation of a Pavement Management Program

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **21st day of November, 2017** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **NCE Engineering and Environmental Services**, (hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONTRACTOR agree as follows:

I.

ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** This Agreement shall commence on **December 1, 2017**. It is the CONTRACTOR'S responsibility to request an extension at least (2) days in advance of the expiration of term of the Agreement. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 **COMPENSATION:**
 - A. CONTRACTOR shall perform the various services and tasks set forth in the **Scope of Services Exhibit "A"**.

B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$33,200.00** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONTRACTOR'S monthly compensation is a function of hours worked by CONTRACTOR'S personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within **thirty (30) calendar days** of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within **forty-five (45) calendar day** of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.
- 1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONTRACTOR.
- 1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or

additional expenses which CITY may incur as a result of CONTRACTOR'S cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and Director of Public Works (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE AND CONTACT INFORMATION: CONTRACTOR hereby designates or designee to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR'S profession;
 - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;
 - C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 *et seq.*);

- D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONTRACTOR'S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR'S employees and agents (including but not limited to SUB-CONTRACTOR) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR'S own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONTRACTOR'S failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR'S employees, agents, and SUB-CONTRACTOR. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONTRACTOR or on CONTRACTOR'S behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR'S profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR'S duties or obligations under this Agreement without the prior written consent of CITY. In the absence of CITY's prior written consent, any

attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR'S competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent CONTRACTOR and are not officials, officers, employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONTRACTOR and SUB-CONTRACTOR. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by CONTRACTOR or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and Contractual liability.
 - B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance / Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by

CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.

- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR officers, employees, agents, CONTRACTOR or SUB-CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR'S commencement of any work or any of the Work. Upon CITY's written request, CONTRACTOR

shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR'S commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR'S failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or

omissions of CONTRACTOR'S, SUB-CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar day's prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action

required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:

- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR'S refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONTRACTOR'S failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified,

within a reasonable time; (iii) CONTRACTOR'S and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR'S refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR'S issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR'S Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR'S performance under this Agreement pending CONTRACTOR'S cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR'S performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law

or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

- i. Upon written notice to CONTRACTOR, CITY may immediately terminate this Agreement in whole or in part;
- ii. Upon written notice to CONTRACTOR, CITY may extend the time of performance;
- iii. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR'S breach of the Agreement or to terminate the Agreement; or
- iv. CITY may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

- G. In the event CITY is in breach of this Agreement, CONTRACTOR'S sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI.

MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports,

analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all SUB-CONTRACTORS working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any CONTRACTOR as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.

- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.
- 6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:

NCE Engineering and
Environmental Services
17050 Bushard St, Ste #200
Fountain Valley, CA 92708

CITY:

City of Huntington Park
Public Works Dept.
6550 Miles Avenue
Huntington Park, CA 90255
Attn: Daniel Hernandez
Phone: (323) 584-6320

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONTRACTOR shall not SUB-CONTRACTOR any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. SUB-CONTRACTORS (including without limitation SUB-CONTRACTORS with Sub-CONTRACTOR'S), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONTRACTOR: CITY reserves the right to employ other CONTRACTOR in connection with the various projects worked upon by CONTRACTOR.
- 6.8 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

6.20 COUNTERPARTS: .This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF HUNTINGTON PARK:

By: _____
Ricardo Reyes
Assistant City Manager

Date: _____

NCE Engineering & Environmental Services:

By: _____

Name: Gregory L. Fasiano, P.G.

Title: Principal

Date: _____

ATTEST:

By: _____
Donna G. Schwartz, CMC
City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

Date: _____

END OF DOCUMENT

Exhibit “A”

1. SCOPE OF SERVICES

The City is interested in receiving proposals from qualified consulting firms to prepare a comprehensive PMP Report. The scope of services to be provided by the selected consultant for this project includes the following:

A. Project Initiation

Meet with City staff to finalize scope of work and final project schedule.

Note: The City has selected StreetSaver™ as its desired PMP software.

B. Base Data

Create street system base data with appropriate segmentation of all streets and alleys in the City. A copy of City's Street Map is provided in ATTACHMENT 1 - CITY STREET MAP.

C. Walking Field Surveys

Conduct Walking Field Surveys. These are performed with one-person crews (for high volume streets like expressways or major arterials, two-person crews may be needed for safety). The major advantage of this survey method is that it is more accurate than Wind Shield Surveys, since cracks and all other pavement distresses are measured and recorded. Pavement condition surveys shall be performed in accordance with the established standards as identified by ASTM D-6433. Create a database, as necessary, so that City staff will be able to continually update the database, generate reports, and prepare maps in the future.

D. Development of Maintenance and Rehabilitation (MR) Decision Tree and Budget Needs Analysis

Development of the MR decision tree is one of the important steps in updating the pavement management program as it has a direct and significant impact on the work plan and the budgeting recommendations. It shall include alternatives to determine practical and cost-effective treatments for each street section analyzed based on various criteria, including but not limited to condition, pavement type, and functional classifications. The unit costs shall be adjusted based on street classifications (for example, cold mill and overlay on a major street may be higher than coldmill and overlay on a residential street, due to traffic control, and other factors). Accurate unit cost ranges can make a significant difference on the City's cost projections, needs assessments and implementation schedules. The unit prices shall include all costs (construction and soft costs). A Budget Needs analysis shall be prepared for various periods to be determined (this will be part of the final scope establishment with the selected consultant), identifying MR

requirements for each street section and determining total maintenance and rehabilitation requirements over the entire analysis period. The analysis shall provide clear results and recommendations that are practical to implement.

E. Report

- Determine the present performance status of City's roadway network (segment by segment) which includes the preparation of field data inventory logs. Identify and determine a preventive maintenance program for the roadway network with respect to City's desired budget forecast.
- Identify the feasible rehabilitation alternatives per street segment.
- The final report will assist decision makers at the City in utilizing the results of the PMP. The report shall relate/link the PMP recommended repair program costs to the City's current budget, and projected budget alternatives to improve overall maintenance and rehabilitation strategies. The report shall assess the adequacy of ideal and projected revenues to meet the maintenance needs recommended by the PMP program, and maximizes the returns from expenditures by:
 - Implementing a multi-year street rehabilitation and maintenance program;
 - Developing a preventive maintenance program; and
 - Selecting the most cost-effective repairs.

The report shall assist the City with identifying maintenance priorities specific to its needs. It shall examine the overall condition of the street network and highlights options for improving the current network level pavement condition index (PCI). These options shall be developed through "what-if" analyses. By varying the budget amounts available for pavement maintenance and repair, and show how different funding strategies affect the City's streets over the next 20 years.

After determining the maintenance needs of the entire streets network, the report shall develop a cost-effective maintenance and rehabilitation strategy conducting several "what-if" analyses. The impacts of various budget "scenarios" shall be evaluated as follows for various PCI Levels and various years, which will be determined as part of the final scope of work to meet City's budgetary needs:

- Scenario 1: No Funding to document the consequences on the existing PCI at the established average Level 1 (as a result of this PMP study) without additional funding over the next 10 and 20 years.
- Scenario 2: Gradual Funding necessary annually to maintain the existing PCI at the established average Level 1 (as a result of this PMP study) without additional funding over the next 10 and 20 years.

- Scenario 3: Gradual Funding necessary annually to improve the pavement the average PCI to a selected average Level 2 (may be around PCI 60) within a selected duration, and maintain at the same level after that.
- Scenario 4: Gradual Funding necessary annually to improve the pavement the average PCI to a selected average Level 3 (may be around PCI 75) and within a selected duration, and maintain at the same level after that.
- Scenario 5: Gradual Funding necessary annually to improve the pavement the average PCI to a selected average Level 4 (may be around PCI 85) and within a selected duration, and maintain at the same level after that.
- Scenario 6: Front Loaded Funding necessary to improve the pavement the average PCI to a selected average Level 5 (may be around PCI 60) and within a selected duration, and maintain at the same level after that.
- Scenario 7: Front Loaded Funding necessary to improve the pavement the average PCI to a selected average Level 6 (may be around PCI 75) and within a selected duration, and maintain at the same level after that.
- Scenario 8: Front Loaded Funding necessary to improve the pavement the average PCI to a selected average Level 7 (may be around PCI 75) and within a selected duration, and maintain at the same level after that.
- Scenario 9: Unlimited Funding: Funding necessary if the City had an unlimited funding source over the next 6 years to fund all pavement maintenance needs.

The above scenarios are provided as general guidance. Final scenarios will be established as part of the final scope development, and may be further adjusted after updated PCI levels are established as part of the study. Additional scenarios may be considered for Residential Streets Rehab Program, Arterial Streets Rehab Program, Collector Streets Rehab Program, Alleys Rehab Program.

F. Information about AC pavement and base thickness

As an option, the City may request that existing AC and base thicknesses at various street segments to be included in the report. This can be accomplished by first reviewing existing roadway plans, where such plans are available. For locations where street plans are not available, the City may request corings at various segments to verify existing AC and base thicknesses.