

CITY OF HUNTINGTON PARK

City Council

Special Meeting

Agenda

Tuesday, May 24, 2022

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

Graciela Ortiz
Mayor

Eduardo “Eddie” Martinez
Vice Mayor

Karina Macias
Council Member

Marilyn Sanabria
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

Hybrid virtual/in-person meetings are held pursuant to AB361 because state and local officials are recommending measures to promote social distancing. If you would like to comment on any listed Agenda Items or Non-Agenda Items, please email the City Clerk's office at publiccomment@h pca.gov or Esarmiento@h pca.gov or by telephone, by calling (323) 584-6297, up to one (1) hour, prior to the start of the meeting. Public Comments will then be read during public comment and made part of the record. Below is the virtual link and toll free phone number to participate in the meeting.

JOIN VIRTUALLY AT:

<https://zoom.us/j/97897123169?pwd=NkhsNEFacUZCMmJyVFRkOFBsQXZMdz09>

OR PARTICIPATE BY PHONE AT:

- **Toll Free: 669-900-9128,**
- **Meeting ID: 978 9712 3169, then #**
- **Password: 632516**

ATTENDEES WILL BE MUTED UNTIL THE PUBLIC PARTICIPATION PERIOD IS OPENED. If you are joining by phone, press *9 to be placed in the queue to speak and *6 to unmute your line. Comments from the public are limited to 3 minutes per speaker.

In the interest of Public Health and Safety in order to minimize the spread of the COVID 19 virus, you are strongly encouraged to observe the City Council meetings on the City of Huntington Park's website at www.hpca.gov or virtually via the Zoom link provided above.

The City of Huntington Park thanks you in advance for your cooperation.

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 Graciela Ortiz
Vice Mayor Eduardo "Eddie" Martinez
Council Member Karina Macias
Council Member Marilyn Sanabria
Council Member Manuel "Manny" Avila

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATION(S)

1. MENTAL HEALTH AWARENESS ACKNOWLEDGEMENTS

PUBLIC COMMENT

Hybrid virtual/in-person meetings are held pursuant to AB361 because state and local officials are recommending measures to promote social distancing, any emailed public comment will be read into the record at this time.

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)
Construction Industry Force Account Council v. City of Huntington Park
Los Angeles Superior Court Case No. 20STCPO3947

CLOSED SESSION ANNOUNCEMENT

SPECIAL MEETING AGENDA

PARKS AND RECREATION

1. **CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT TO PROVIDE YOUTH TUTORING**

RECOMMENDED THAT CITY COUNCIL:

1. Award a professional service agreement (PSA) as it relates to providing Youth Tutoring Services, to Southeast Community Foundation as a responsive and responsible proposer for a not-to-exceed amount of \$76,612;
2. Authorize the City Manager to execute the PSA.

FINANCE

2. **CONSIDERATION AND APPROVAL OF SECOND AMENDMENT TO THE FINANCIAL AUDITING SERVICES PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF HUNTINGTON PARK AND EADIE + PAYNE, LLP**

RECOMMENDED THAT THE CITY COUNCIL:

1. Approve Second Amendment to the Financial Auditing Services Professional Services Agreement between the City of Huntington Park and Eadie + Payne, LLP; and
2. Appropriate \$210,000 in account number 111-3010-415.32-40 from General Fund unappropriated fund balance; and
3. Authorize the City Manager to execute the agreement.

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Manuel “Manny” Avila

Council Member Marilyn Sanabria

Council Member Karina Macias

Vice Mayor Eduardo “Eddie” Martinez

Mayor Graciela Ortiz

ADJOURNMENT

The City of Huntington Park City Council will adjourn the May 24, 2022 City Council meeting to a Regular Meeting on Tuesday, June 7, 2022 at 6:00 P.M.

I, Eduardo Sarmiento, 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 23rd day of May 2022.



Eduardo Sarmiento, City Clerk

ITEM NO. 1



CITY OF HUNTINGTON PARK

Parks and Recreation Department
City Council Agenda Report

May 24, 2022

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 TO AWARD PROFESSIONAL SERVICES AGREEMENT TO PROVIDE YOUTH TUTORING SERVICES

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Award a professional service agreement (PSA) as it relates to providing Youth Tutoring Services, to Southeast Community Foundation as a responsive and responsible proposer for a not-to-exceed amount of \$76,612;
2. Authorize the City Manager to execute the PSA.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The pandemic has had a very real and negative effect upon the students across the nation, but an even more pronounced impact with the impoverished students in our community. Many students did not have the luxury of Wi-Fi access and were unable to keep up and remain engaged during the mandatory online schooling that was implemented. As a result, many of the students in our community are academically behind and lacking in their education; only further widening the gaps in learning. COVID-19 greatly exacerbated the issues of equity and access. We are hoping to change that.

An RFP to solicit firms known for working with youth from underserved communities, who understand current needs and educational requirements was opened and posted on May 4, 2022. Seven (7) proposal were received on or before the prescribed end date of May 16, 2022. The proposals ranged from \$25.00 to \$185.00 an hour for tutoring services.

Firm	Rate Per Hour
Study Smart Tutors, Inc.	\$185
Teachers on Demand, Inc.	\$175
Southeast Community Foundation	\$25
GoSchoolBox, Inc.	\$40

**CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES
AGREEMENT TO PROVIDE YOUTH TUTORING SERVICES**

May 24, 2022

Page 2 of 2

Hampton Tutors	Rate not provided
Tutor Me Education (TME)	\$45
Proximity Learning	\$100

References for Southeast Community Foundation were contacted and confirmed that their services for similar projects in the past have been successful. Southeast Community Foundation stood out amongst the rest as they were able to provide all in-person services, frequent sessions (2-4 times per week, with same tutor), they are familiar with the dynamics of the community as they have been in the Southeast Los Angeles (SELA) area for seven years, they offer bi-lingual services in English and Spanish, all the tutors are certified, and credentialed teachers and they can begin promptly.

FISCAL IMPACT

There are sufficient monies in the Fiscal Year 2021-2022 Budget in account number 239-0272-463.57-92.

CONCLUSION

Upon Council's direction, staff will proceed with actions as directed.

Respectfully submitted,



RICARDO REYES
City Manager



CYNTHIA NORZAGARAY
Director of Parks and Recreation

ATTACHMENT(S):

1. Draft Professional Services Agreement for Southeast Community Foundation
2. Southeast Community Foundation proposal

ATTACHMENT "A"



PROFESSIONAL SERVICES AGREEMENT
(Engagement: SERVICE BEING PROVIDED)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this MAY 24, 2022 (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") SOUTHEAST COMMUNITY FOUNDATION. (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

RECITALS

This AGREEMENT is made and entered into with respect to the following facts:

WHEREAS, on May 24, 2022, the CITY entered into a Professional Services Agreement (the "Master Agreement") with SOUTHEAST COMMUNITY FOUNDATION to provide TUTORING SERVICES FOR THE CITY OF HUNTINGTON PARK; and

WHEREAS, on MAY 24, 2022, the Professional Services Agreement was assigned to the CONSULTANT, which assignment the City agreed to on MAY 24, 2022. CONSULTANT then commenced providing TUTORING SERVICES FOR THE CITY OF HUNTINGTON PARK services under the terms and conditions of said Master Agreement; and

WHEREAS, 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; and

WHEREAS, 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; and

WHEREAS, the execution of this Agreement was approved by the Huntington Park City Council at its Regular Meeting of MAY 24, 2022,.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, Agency and CONSULTANT 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, CONSULTANT agrees to perform the services and tasks set forth in that certain document entitled "Scope of Services" and attached hereto as **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and work necessary to competently perform and timely complete the services and tasks as 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 have an initial term of 13 weeks commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). Upon the conclusion of the Term, this Agreement may be renewed, upon mutual agreement of the Parties and approval from City Council, unless either Party issues written notice sixty (60) days in advance of its intent not to authorize an additional extension term. 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 as further set out herein.
- 1.3 **COMPENSATION:** During the term of this Agreement and any extension term provided herein, CONSULTANT shall perform the Services set forth in Section 1.2 above, at the rates of compensation set forth in the Rate Schedule reflected in **Exhibit "A"**. Subject to the CPI Index Adjustment section of **Exhibit "A"**, CONSULTANT further agrees that the total compensation for the Work shall not exceed the sum total of \$ 76,611.10 DOLLARS for 18-weeks (hereinafter, the "Base Fee"). CONSULTANT shall not exceed the Contract Price unless such added expenditure is first approved by the CITY Council acting in consultation with the City Manager. In the event CONSULTANT's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance of any additional Work outside the Work as defined in Exhibit A, pending CITY approval of any anticipated expenditures in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 **PAYMENT OF COMPENSATION:** On the first of each month, CONSULTANT shall submit to CITY an itemized invoice for that month's Base Fee and indicating the additional services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT'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 pay any undisputed amounts. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

- 1.5 **ACCOUNTING RECORDS:** CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the reasonable right to access and examine such records, without charge. CITY shall own and further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 **ABANDONMENT BY CONSULTANT:** In the event CONSULTANT 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, CONSULTANT shall deliver to CITY immediately and without delay, all written materials, including any electronic communications, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT 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 CONSULTANT's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 **CITY'S REPRESENTATIVES:** The CITY hereby designates the City Manager (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representative or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or their designee.
- 2.2 **CONSULTANT REPRESENTATIVE:** CONSULTANT hereby designates [WHO CONSULTANT DESIGNATES] to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT 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 CONSULTANT Representative shall constitute notice to CONSULTANT.

CONSULTANT may, by written notice to CITY, advise CITY of any change in CONSULTANT Representative.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:

CONSULTANT 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 CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

- A. CONSULTANT shall perform all Work skillfully, competently and in accordance with industry standards of CONSULTANT's profession;
- B. CONSULTANT shall perform all Work in a manner in accordance with this Agreement;
- C. CONSULTANT 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. CONSULTANT 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 CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. Except as otherwise set forth in this Agreement, all of CONSULTANT's employees and agents (including but not limited to subCONSULTANTS and subconsultants) 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 CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with its obligation set out herein or failure on the part of CONSULTANT's employees, agents, CONSULTANTS, subCONSULTANTS and subconsultants to fulfill its obligations herein. Such effort by CONSULTANT to correct any errors or omissions shall be commenced as soon as reasonably practicable upon their discovery or notice 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, in accordance with applicable industry standards. The Parties acknowledge and agree that CITY's

acceptance of any work performed by CONSULTANT or on CONSULTANT'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 CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and in accordance with applicable industry standards of CONSULTANT's profession.

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT 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 CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT 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 CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY, which consent shall not be unreasonably withheld. CITY shall have up to sixty (60) calendar days to consider any proposed assignment by CONSULTANT. CONSULTANT can withhold consent where the CITY determines that the proposed assignee does not have the financial capacity to comply with the terms of this Agreement. 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 CONSULTANT: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent CONSULTANT basis and not as an employee. CONSULTANT 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 CONSULTANT'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 CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT 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. CONSULTANT 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 CONSULTANT's officers, employees, agents, CONSULTANTS, subCONSULTANTS or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a

threat to persons or property, or if any of CONSULTANT's officers, employees, agents, CONSULTANTS, subCONSULTANTS or subconsultants fail or refuse to perform the Work in accordance with this Agreement, such officer, employee, agent, CONSULTANT, subCONSULTANT or subconsultant shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.

2.8 **COMPLIANCE WITH LAWS:** CONSULTANT 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. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements. To the extent that any changes in applicable law result in an increase in CONSULTANT's cost of performance, the Parties shall negotiate in good faith to reach a mutually agreeable price adjustment. Should the Parties fail to reach such an agreement within 30 days (or such other agreeable time period) of CONSULTANT's notice to CITY of its increased cost of performance, either Party may terminate this Agreement upon 60 days' written notice.

- (a) In the event that water treatment violations occur following the effective date of this Agreement, subject to Sub-Section (b) below and the applicable Force Majeure provisions, the CONSULTANT shall, in respect of violations that may be imposed by Applicable Law and to the extent due to CONSULTANT's fault, be responsible for: fines, penalties, or damages. Prior to settlement or payment of any such fines, penalties or damages, the CONSULTANT reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise.
- (b) To the extent that violations of applicable laws, rules, regulations or permits are caused by failures in the facilities or causes beyond CONSULTANT's control, including the CITY's failure to approve recommended repairs or maintenance, CONSULTANT will use its best efforts to maximize performance of the Facilities but shall not be responsible for associated violations or damages, fines or penalties which result.

2.9 **NON-DISCRIMINATION:** In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subCONSULTANT, subconsultant, 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 CONSULTANT STATUS:** The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent CONSULTANTS and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONSULTANTS, subCONSULTANTS and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT 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 contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

2.11 CITY RESPONSIBILITIES: During the term of this Agreement, the CITY shall:

- a) obtain and maintain all state, federal, and local permits and licenses required for ownership, operation and maintenance of the Facilities, including without limitation, the CITY's Permits;
- c) comply with Applicable Law relating to the management, ownership, operation, maintenance, repair and replacement of the Facilities (to the extent that the responsibility of complying with those laws is not specifically assumed by the CONSULTANT under this Agreement). The CONSULTANT shall not be responsible for the CITY's failure to comply with any provision of Applicable Law that is not otherwise specifically assumed by the CONSULTANT hereunder.

III.
INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:

- A. **Commercial General Liability Insurance:** CONSULTANT 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 Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. **Automobile Liability Insurance:** CONSULTANT 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 One Million Dollars (\$1,000,000.00) 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. However, if the CONSULTANT has no employees, for example a sole practitioner or a partner in a firm with only contracted support staff, then Workers' Compensation is not required by the State. CONSULTANT shall the city's form stating they are either the owner of the organization or a partner, and are exempt from the State's workers'

compensation requirements because they have no employees and agree to hold the Entity harmless from loss or liability for such. A waiver must be signed.

- 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 The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- 3.4 **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.
- 3.5 **PRIMACY OF CONSULTANT'S INSURANCE:** All policies of insurance provided by CONSULTANT 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 CONSULTANT's insurance and shall not contribute with it.
- 3.6 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subCONSULTANTS or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.7 **VERIFICATION OF COVERAGE:** CONSULTANT 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, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article. **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. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT 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 this Agreement subject to Paragraph 4.2 and 4.3. 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. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 **Work of CONSULTANT's Design Professionals Services:** Except for direct claims by the Parties against each other, the duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the CITY Indemnitees, defined above, from and against any and 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 the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, CONSULTANTS, subCONSULTANTS or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in section 2778 of the California Civil Code. CONSULTANT's obligation to indemnify applies except to the extent that it is finally adjudicated that the liability was caused by the active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's

indemnification obligation shall be reduced in proportion to the established comparative liability.

- 4.3 Work of All Other Persons/Non-Design Professionals: Except for direct claims by the Parties against each other and as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other reasonable costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, CONSULTANTS, subCONSULTANTS or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost to the extent caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.
- 4.4 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 Article 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.
- 4.5 The obligations of CONSULTANT under this Article 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 and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.6 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subCONSULTANT 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 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 CONSULTANT's subCONSULTANTS 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.

- 4.7 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.
- 4.8 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: Except for the first two years of this Agreement, either Party may, by written notice to the other, immediately terminate this Agreement at any time for convenience and without cause by giving written notice to Consultant of such termination, which notice shall specify the effective date of such termination, which effective date shall not be less than 90 days from the written notice. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT 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. CONSULTANT 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 CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT 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, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT 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 thirty (30) 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 30-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-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 30-day cure period.

In addition to any other failure on the part of CONSULTANT 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 CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT'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) CONSULTANT's and/or its employees' disregard or violate 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 CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any material covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT'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 CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

- D. Either Party may also immediately suspend performance under this Agreement pending the Defaulting Party's cure of any Event of Default by giving said Party written notice of the Party's intent to suspend performance (hereinafter, a "Suspension Notice"). A Party may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT in accordance with this Agreement 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 a thirty (30) day written notice to CONSULTANT, the CITY may terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.
- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of

any unpaid sums lawfully owed to CONSULTANT 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 materials, equipment, 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 CONSULTANT 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. CONSULTANT shall require all subCONSULTANTS and subCONSULTANT working on behalf of CONSULTANT 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 subCONSULTANT or subCONSULTANT as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 **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 shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT 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: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT 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:

CONSULTANT:

Eddie Tafoya, CEO
Southeast Community Foundation
4555 Everett Avenue
Vernon, CA 90058
Phone (323) 230-0142

CITY:

City of Huntington Park
6550 Mile Avenue
Huntington Park, CA 90255
Attn: Ricardo Reyes, City Manager
Phone: (323) 584-6161

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: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subCONSULTANTS), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement with the exception of provisions relating to insurance requirements and indemnification.

6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other CONSULTANTS in connection with the various projects worked upon by CONSULTANT.

6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT 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 CONSULTANT, 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, the 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, limit, 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 CONSULTANT 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 CONSULTANT and the two remaining counterparts shall remain with the City for archiving and day-to-day reference by the department responsible for administering the Agreement on the City's behalf.

6.21 Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable for punitive damages.

6.22 FORCE MAJEURE: A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure. In any such event, the party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the event or cause that excused performance hereunder. "Force Majeure" herein means an event which is beyond the reasonable control of a party, including without limitation: (a) acts of God; (b) flood, fire, earthquake, hurricane or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law that prevents CONSULTANT from performing its obligations as set forth in this Agreement; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority that prevents CONSULTANT from performing its obligations as set forth in this Agreement; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees;] (i) shortage of adequate power or transportation facilities.

[SIGNATURE PAGE TO FOLLOW]

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: **[NAME OF CONSULTANT]**

By: _____

RICARDO REYES
CITY MANAGER

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

City Attorney

ATTEST:

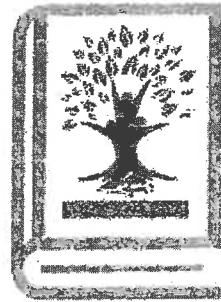
By: _____

Eduardo Sarmiento
City Clerk

EXHIBIT "A"
SCOPE OF WORK
(SEE ATTACHED)

DRAFT

ATTACHMENT "B"



SOUTHEAST COMMUNITY FOUNDATION

Each Student. Future Ready. Community Strong.



RESPONSE TO RFP: TUTORING SERVICES FOR THE CITY OF HUNTINGTON PARK

MAY 16, 2022
SOUTHEAST COMMUNITY FOUNDATION

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May 16, 2022

Office of the City Clerk
ATTN: EDUARDO SARMIENTO
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mr. Sarmiento:

The pandemic has exacerbated existing inequities in American education, widening racial and economic gaps in learning. Many states and school systems are struggling to use one-time, large-scale federal funding to address urgent needs and accelerate student learning, especially for low-income students and students of color.

Since our inception in 2015, the Southeast Community Foundation (SCF), an IRS-registered 501(c)(3) non-profit organization, based in the City of Vernon, has been a champion in leading a region-wide effort in Southeast Los Angeles (SELA) to design, launch, improve and scale high-impact tutoring efforts for all youth in grades K-12. SCF's vision is to build a community of partnerships committed to shaping the evidence base for tutoring. SCF's innovative and high-impact academic enrichment tutoring program model provides 1:1 and up to 3:1 tutoring instruction in English Language Arts (reading and writing) and mathematics for students in grades K-12, at no cost, a 100% free education program.

SCF has served thousands of underserved, at-risk youth in the toughest K-12 schools in SELA's most populated and underrepresented cities to ensure that students graduate ready for college or career. The Southeast Community Foundation's mission is to work through community collaboration, alliances and partnerships to provide assistance, programs and tools for children in Los Angeles communities to help raise education levels, improve health and provide job skills, which will accelerate their integration into the working community.

It is for this reason that we have partnered with Innovate Public Schools to launch the SELA Regional Tutoring Initiative, a region-wide effort to expand access to high-quality after-school tutoring programs for students and youth. It is our goal to directly impact students' lives, design scalable, evidence-based systems of tutoring and individualized learning that more effectively and equitably serve students, and generate evidence and research to guide the scaling of effective and equitable tutoring models.

The tutoring program described in this proposal will be the first one established through this regional effort. SCF will place tutors at a Huntington Park recreation center to provide free, high quality tutoring to families in the community. Through this tutoring program, 60 K-12 students will receive frequent, high-dosage tutoring in 1:1 and up to 3:1 sessions with a trained tutor. This program will build off the successful model that SCF has been using to support student academic growth in ELA and Math since 2015. This Huntington Park Tutoring Program will be a foundational step in making regional collaboration commonplace in SELA and it will lead to more joint efforts that advance SELA students' and families' interests.

We are excited to share our passion for improving the quality of life and education for many student youth with our innovative and high-impact academic enrichment tutoring services, and look forward to the opportunity to work as your partner and achieve success together.

Thank you for your time and consideration,



Eddie D. Tafoya
Chief Executive Officer
Southeast Community Foundation

REFERENCES:

City of Vernon
Diana Figueroa, City Administration
4305 Santa Fe Avenue
Vernon, CA 90058
(323) 583-8811

Boys and Girls Club of Bell Gardens
Calvin L. Lyons, President & CEO
7104 Perry Road
Bell Gardens, CA 90201
(562) 231-2500

Southeast - Rio Vista YMCA
Gerardo Salcedo, Executive Director
4801 58th Street
Maywood, CA 90270
(323) 588-2256

Los Angeles Unified School District (LAUSD)
333 S. Beaudry Avenue
Los Angeles, CA 90017
(213) 241-1000

INTRODUCTION / EXECUTIVE SUMMARY

SELA is a historically underserved region with persistent inequities. The region is home to more than 60,000 students in 89 public district and charter schools. The majority of students are low-income and Latino. More than a quarter (26%) are English learners.¹ Many structural barriers exist, making it difficult for LAUSD to effectively serve students and families in the region. Before the pandemic, very few students were on grade level in English and math.² The pandemic exacerbated the challenges families in SELA faced. Seven of every ten residents of SELA lost their jobs or had their wages cut during the pandemic.³ According to a survey conducted by AltaMed, nearly 9 in 10 SELA respondents reported that their family experienced one or more COVID-related impacts, including change in income, job loss, family death, and/or family hospitalization.⁴ Nearly half of SELA residents expressed concern about their child's quality of education during the pandemic. But this is not the only story about SELA. It is a vibrant community of families, businesses, community organizations, and civic leaders that are working together every day to create the safe, healthy, abundant life experienced by those living there, despite great challenges. This tutoring initiative is one of those examples, and an opportunity to continue to prove what is possible here.

Southeast Community Foundation (SCF), in partnership with Innovate Public Schools and Southeast Community Development Corporation, has launched a cross-sector regional effort to expand free, high quality tutoring to every low income student in SELA and to create more, good paying jobs for SELA residents. Our hope is to start this initiative in Huntington Park.

The tutoring program described in this proposal will be the first one established through this regional effort. SCF will place tutors at a Huntington Park recreation center to provide free, high quality tutoring to families in the community. Through this tutoring program, 60 K-12 students will receive frequent, high dosage tutoring in one on one sessions with a trained tutor. This program will build off the successful model that SCF has been using to support student academic growth in ELA and Math since 2015. This Huntington Park Tutoring Program will be a foundational step in making regional collaboration commonplace in SELA and it will lead to more joint efforts that advance SELA students' and families' interests.

¹ California Department of Education, Student enrollment files, 2018-19.

² Innovate Public Schools (2018). [Spotlight on Southeast Los Angeles](#).

³ SELA Collaborative and California State Los Angeles Pat Brown Institute for Public Affairs (2020). [The Crisis of COVID-19 and Southeast Los Angeles: A Survey Report](#).

⁴ AltaMed (January 2021). [COVID-19 Impact on Education for SELA Families Survey](#).

KEY FEATURES OF HUNTINGTON PARK TUTORING PROJECT:

1. 18 week program, spread over 2 sessions:
 - a. Summer 2022: 6 weeks of tutoring
 - b. Fall 2022: 12 weeks of tutoring
2. 5 tutors placed at a Huntington Park recreation center to serve Huntington Park students
3. Tutor to student ratios will be 1:1 or 1:2
4. Each participating student will receive between 120 - 240 minutes of tutoring per week (depending on the assessment/needs of the student)
5. Subjects emphasized will be Math and English Language Arts
6. 60 students served in grades K-12 (30 students per session)
7. 1 week of training and onboarding for tutors
8. 1 week for wrap-up and end-of-pilot evaluation efforts

KEY FEATURES OF SCF'S TUTORING PROGRAM MODEL THAT WILL BE INCORPORATED:

1. Tutors are certified, credentialed teachers
2. Students complete a pre and post diagnostic assessment in English and Mathematics
3. Tutors use results of diagnostic assessment to set goals and design lesson plans for tutoring sessions
4. Tutoring sessions are frequent (2-4 times per week) and consistent (student has the same tutor)
5. Grades served: Kindergarten through 12th grade

ABILITY TO PERFORM SERVICES

Our high-impact academic enrichment tutoring program focuses on English literacy and math programs, providing each student with an individual assessment of their education level, an academic plan and a one-to-one to a maximum of three-on-one tutorial program to bring the students skills in line academically to grade level, meeting California Core Standards. It is the first fully integrated approach in our region that improves a school's curriculum and instruction while it provides the right students with the right support at the right time. Our tutoring program utilizes tutors that are credentialed teachers who work closely with the child's teachers and family. Our tutors must have a valid California teaching credential, must pass a background check, get a TB test, and each receive thorough training for the program and compliance. For this pilot program, we intend to have between 5 and 10 tutors, along with support staff.

Research shows that high-impact tutoring is capable of doubling or even tripling what students learn in a year. Our tutoring programs have directly demonstrated significant gains in student learning through our tracking of student data and have characteristics that have proven to accelerate student learning. Characteristics often include: substantial time each week of required tutoring, sustained and strong relationships between students and their trained tutors, close monitoring of student knowledge and skills, alignment with school curriculum, and support to tutors to assure quality interactions.

The program has a proven history of success, is fun and engaging, and challenges children to assume personal ownership of their education, bringing their core skills; English and Math, to a competitive level. Our program has a 95% success rate with an average 48% growth rate of our students (General Education and English Language Learners) reaching proficient levels:

As a result of this proven, program:

- ❖ Students achieve academic success by developing stronger academic skills in reading, math and writing;
- ❖ Students have better concentration, focus, and attention span;
- ❖ Students have more confidence and motivation;
- ❖ Students have stronger test-taking and study skills;
- ❖ Teachers in our local schools are able to focus on teaching because they are aided by tutors who support students' educational, social and emotional needs;
- ❖ Schools are able to raise achievement scores and graduation rates; and
- ❖ Students receive a high school diploma that can propel them forward to the next stage of their lives.

BACKGROUND AND EXPERIENCE

Since 2015, the Southeast Community Foundation, an IRS-designated 501(c)(3) non-profit organization, has served underserved, at-risk youth in the toughest K-12 schools in Los Angeles County's most populated and underserved cities to ensure that students graduate ready for college or career. Its mission is to work through community collaboration, alliances and partnerships to provide assistance, programs and tools for children in Los Angeles communities to help raise education levels, improve health and provide job skills, which will accelerate their integration into the working community. Located in the City of Vernon, the Foundation has an in-house learning center called the Enrichment Tutoring Academy (ETA) that consists of educational and training programs for youth.

SCF is governed by a 12 person board, and its day-to-day staff and operations are overseen by a Chief Executive Officer. The Board of Directors set policies relating to governance, management, geographic focus, spending, investment, and professional standards, and they oversee internal and independent audits. They also set the compensation and review the performance of the president and all foundation officers. Nominated by a committee and appointed by the full board, each director may hold office until the next annual meeting for election of the Board as specified in our Bylaws. Foundation directors bring a vast range of knowledge and experience to the task of governing the foundation. They have extensive experience in the worlds of higher education, business, law, government, technology, health care, not-for-profit and non-profit management, the arts, and the civic sector.

Program participants in our service area of Los Angeles have significant barriers to educational resources because of their socioeconomic commonalities. The majority of our local schools average 91% of their student enrollment on free and reduced price meals. Many unincorporated areas in our service share similar civic and economic issues. Many of the residents in this region are first-generation immigrants with similar linguistic and educational characteristics. Our Los Angeles region is characterized by high residential density and many historic neighborhoods, heavy industry, and common environmental problems linked to transportation corridors.

The passion and the vision of the Southeast Community Foundation is to coordinate and track programs to develop the skills necessary to bring the youth in Southeast Los Angeles up to the level of their peer group so they can become a viable integral successful part of our society. The goal is cooperation, coordination and achievement. We believe the people and especially the young people are ready for help and options to prepare themselves to move forward. The Foundation has programs with proven

track records, which provide the training these young people need to prepare them for success in their adult lives.

Our program participants have significant barriers to educational resources because of their socioeconomic commonalities. Many unincorporated areas in our service area share similar civic and economic issues. Many of the residents in this region are first-generation immigrants with similar linguistic and educational characteristics. Our Southeast Los Angeles region is characterized by high residential density and many historic neighborhoods, heavy industry, and common environmental problems linked to transportation corridors.

The Foundation's goal is to help these youth, our future leaders, get the skills they need and want so they can do the best possible for their communities. More recently, the *Los Angeles Times* reported the 2020 graduating class from public schools in Los Angeles communities; 68% could not pass 8th grade reading, 88% could not pass 8th grade math. As these young people move out into the world, many will come back to the Los Angeles region, become the leaders in their communities, and make significant contributions to their communities.

Programs, like ours, that help our youth get back on track are especially necessary right now to supplement local schools' curriculum in the region to help raise achievement scores and graduation rates. As a trusted community leader, the Southeast Community Foundation is preparing to serve the influx of youth in the Southeast Los Angeles region to develop educational support (including college readiness) and supportive services (e.g., tutoring, life skills training and financial assistance) for their transition to, and through, college.

PROGRAM BUDGET AND ABILITY TO FINANCE

SCF has been operating as a successful and respected 501(c)(3) serving the SELA community for 7 years. The Southeast Community Foundation actively pursues and obtains other sources of funding throughout the year. Support comes from various public and private reputable foundations, as well as entities such as SoCalGas, SoCal Edison, Smart & Final, Reyes Coca-Cola Bottling, and the Water Replenishment District to name a few. We also get about 25% of our funding from individual giving and donors. We will continue to raise funding regardless, but have the ability to fully operate this project in year one and continue to grow funding and partnerships over time.

Sustainability

To sustain our programs long-term, we build broad-based community support and focus on the following:

- Foundation Education-based Grants – the project's integrated educational model makes us eligible to target new sources of private and public funding through expanded focus areas, including K-12 education, academic enrichment, early childhood education, youth development, education services, elementary and secondary education, higher education, college access and persistence, higher education, vocational training, and workforce development.
- Leveraging Funds – developing corporate and private partnerships to match and draw down other available dollars and foundation funds.
- Creating Revenue Streams – finding alternative sources of funding to cover costs.

We anticipate LAUSD will follow the leadership of Huntington Park civic leaders and support this tutoring program going forward. Last year, Governor Newsom created the *Expanded Learning Opportunities Program Fund*, and committed to contributing \$5 Billion over the next five years, to support local districts in Academic Recovery efforts for the students most impacted by the Pandemic. We believe the Huntington Park Tutoring Program will be a groundbreaking effort, and once we show what is possible, will become a "shovel ready" project for these state funds.

HUNTINGTON PARK TUTORING PROGRAM BUDGET

Manager (15% of Manager's workload over 6 months)			\$7,031.25
5 tutors @ \$25/hour x 15 hours/week x 20 weeks	\$7,500.00	5	\$37,500.00
Director, Manager, & Administrative Support Specialist	\$16,750.00	1	\$16,750.00
Live Scan	\$79.00	5	\$395.00
Laptops for tutors	\$150.00	5	\$750.00
Laptops for students	\$150.00	15	\$2,250.00
Hot spots	\$200.00	1	\$200.00
Printing	\$0.50	5,000	\$2,500.00
Curriculum & Software/License \$600/per 25 students	\$600.00	2	\$1,200.00
Educational supplies - \$200/month	\$250.00	6	\$1,500.00
General office supplies - \$200/month	\$200.00	6	\$1,200.00
Snacks/Juices/Water for students - \$200/month	\$200.00	6	\$1,200.00
Social media: 5 ads x \$50/ea	\$50.00	5	\$250.00
Newspaper: 5 ads x \$400/ea	\$400.00	5	\$2,000.00
Liability insurance \$60/student	\$60.00	30	\$1,800.00
		Subtotal	\$15,245.00
Fee is 3% of all costs	Subtotal of All Costs		\$71,370.00
	3% rate		\$2,141.10
		Subtotal	\$2,141.10
	Total Cost		\$78,611.10

* this project will have some start-up costs, we would request 50% payment by June 13, in order to meet all program needs.

EXHIBIT A
FALSE CLAIMS FORM
CITY OF HUNTINGTON PARK
City Hall
6550 Miles Avenue
Huntington Park, California 90255

False Claims / False Claims Act Certification
Concessionaire Services

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 submittal 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 submittal 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 EDDIE TAFOYA am the CEO

(Print name of person responsible for submitting submittal) (Title with proposing entity)

of SOUTHEAST COMMUNITY FOUNDATION (hereinafter, "Proposer").

(Print Name of Proposing Entity)

In submitting a submittal 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 16 day of MAY, 2022 at HUNTINGTON PARK
(Month and year) (City and state)

By 

(Signature of Person Responsible for Submitting Submittal
on behalf of Proposer)

FALSE CLAIMS ACT VIOLATIONS INFORMATION

- (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 _____
(Print name of person responsible for submitting submittal) (Title with proposing entity)
of _____ (hereinafter, "Proposer").
(Print Name of Proposing Entity)

I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(Month and year) (City and state)

By _____
(Signature of Person Responsible for Submitting Submittal
on behalf of Proposer)

EXHIBIT B

CITY OF HUNTINGTON PARK
6550 Miles Avenue
Huntington Park, California 90255
Civil Litigation History/Civil Litigation Certification
Concessionaire Services

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 Submittal, 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 Submittal, including any person who is an officer of, or in a managing position with, or has an ownership interest in, the entity submitting the Submittal. 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 EDDIE TAFOYA, CEO

(Print name of person responsible for submitting submittal)

(Title with proposing entity)

of SOUTHEAST COMMUNITY FOUNDATION (hereinafter, "Proposer").

(Print Name of Proposing Entity)

In submitting a Submittal 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 16 day of MAY, 2022 at HUNTINGTON PARK, CA

(Month and year)

(City and state)

By  (Signature of Person Responsible for Submitting Submittal on the behalf of Proposer).

CIVIL LITIGATION HISTORY INFORMATION

- (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 the _____
(Print name of person responsible for submitting submittal) (Title with proposing entity)
of _____ (hereinafter, "Proposer").
(Print Name of Proposing Entity)

I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(Month and year) (City and state)

By: _____
(Signature of Person Responsible for Submitting Submittal
on behalf of Proposer)

4842-7264-1328, v. 1



GoSchoolBox



Middle Tree
Educate everyone

TUTORING SERVICES RFP 2022

SUBMITTED BY:

TO:

Company Name: GoSchoolBox, Inc.	City of Huntington Park, California
Contact Name: Lance Smith	Eduardo Sarmiento, Office of the City Clerk
Contact Email: lance@goschoolbox.com	croldan@hPCA.gov .
Contact Phone: 408-915-8580	(323) 582-6161 X 3
Address: 1975 Farndon Ave Los Angeles, CA 94024	6550 Miles Avenue Huntington Park, CA 90255

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COVER LETTER

May 12, 2022

City of Huntington Park, CA
Attention: Eduardo Sarmiento, Office of the City Clerk
6550 Miles Avenue
Huntington Park, CA 90255

RE: Tutoring Services RFP 2022

Dear Mr. Sarmiento:

We are excited to submit this response to your request for tutoring proposals. GoSchoolBox and Middle Tree are uniquely positioned in the state with our blend of superior technology and tutoring expertise to meet the tutoring and academic support needs of your students. Our partnership has allowed us to focus on delivering academic support to students in the methods best suited for their individual learning styles and at a reasonable cost. We can work with students in small groups or one-on-one as needed. The GoSchoolBox software allows program administrators to set-up, implement, and manage the type of academic support that's best for the students they serve. Middle Tree hires, trains, and supervises a local team of knowledgeable and skilled tutors specialized in working with students in English, Math, and other core K-12 academic areas.

Our effective partnership model allows each team to focus on the competencies that maximize the academic outcomes for students. We are committed to creating and maintaining deep and lasting partnerships with our clients. We do this by being responsive, action oriented, and laser focused on developing customized service solutions that exceed expectations. Our work with Pomona USD in the Los Angeles area is a great example of our success.

After a careful review and consideration of the services requested in this proposal, we are pleased to present you with the enclosed response.

Respectfully,

Lance Smith, Head of Academic Partnerships
1975 Farndon Ave.
Los Altos, CA 94024
lance@goschoolbox.com
(408) 915-8580

1. ABILITY TO PERFORM SERVICES

Each Proposer must demonstrate the experience, ability, and resources to provide the Services. All items submitted are subject to verification by the City. Each Proposer's response must include information responsive to the following:

- i. Number of available tutors**
- ii. Previous Program Data**
- iii. Curriculum and tutoring strategies that will be implemented.**

Response – Experience and Ability

GoSchoolBox and Middle Tree both have extensive experience in providing academic support in their respective areas of expertise. For this proposal, we will highlight our highly successful partnership model with Pomona Unified School District. This collaborative relationship will most closely resemble the program structure we envision for the City of Huntington Park.

GoSchoolBox creates an academic support ecosystem which allows the development of customized tutoring programs. We can do this by partnering directly with the school (Pomona USD, Isaac School District #5) or we can partner with a tutoring vendor (Charlotte-Mecklenburg, Metro Nashville Public Schools), municipalities, or community-based organizations. We focus on creating a comprehensive user interface that allows students, tutors, teachers, administrators, and parents to take full advantage of all types of academic support. We empower the program leaders to track the utilization of the tutoring support, generate reports, and evaluate the efficacy of each model.

Although we can partner with any tutoring provider, we believe partnering with Middle Tree as the tutoring vendor for the City of Huntington Park is the best solution. Middle Tree has extensive experience working with disadvantaged students in the state and can offer both in person and online support. Working together at Pomona USD has shown us the best mechanism for impacting lower performing and at-risk students is with in-person support during the school day or directly after school. Online support can be used to supplement these lessons as trusting relationships are developed. Middle Tree's model of screening, hiring, and training tutoring staff local to each area has been instrumental to their success. They have developed an engaging management model which creates individualized learning plans for students and promotes an "unlimited" time model for academic success.

Response – Number of Tutors

Middle Tree currently has over 150 tutors staffed as employees working throughout the state of California. Based on the number of students selected to participate in receiving tutoring and academic support for each of time frames listed (summer and fall) and the desired ratio of one tutor to 1-2 students, Middle Tree would screen and hire the appropriate number of tutors needed. With the City of Huntington Park relatively close to Pomona USD, many current Middle Tree tutors would be able to assist with this project. By hiring tutors local to each area, Middle Tree ensures the best cultural fit between students and tutors. Middle Tree tutor backgrounds will be representative of the students they tutor.

Local tutors for this program have not been hired yet, but will be screened, selected, and trained upon the award of a contract. We will provide a full list of bios and qualifications of these tutors during the implementation and success meetings. The City of Huntington Park will be given the right to remove anyone from the service team that they deem to not be a good fit, for any reason.

Response – Previous Program Data

GoSchoolBox recently completed a case study with Isaac School District # 5 (Phoenix, AZ) and was able to compare the academic test performance of two elementary schools from this past school year. One school received intensive, high dosage tutoring to help offset learning loss from Covid school disruptions and one did not. The students receiving high dosage tutoring support showed statistically significant less learning loss from year over year comparisons when tested again at the end of this year. We will be publishing our results as part of the Association of Latino Administrators & Superintendents later this fall. Our relationship with Pomona USD has expanded as GoSchoolBox and Middle Tree have been selected to provide more tutoring support. Middle Tree's expertise and positive impact on student engagement, attendance, and academic performance has led to them replacing other tutoring vendors. We encourage the evaluators of this proposal to reach out to our current clients for additional information as they can provide additional insights.

Response – Curriculum and Tutoring Strategies

GoSchoolBox and Middle Tree will work to iterate the successful program structures that we have implemented previously. Our vision to meet the student needs of the Huntington Park community would be to offer high quality, in-person tutoring support for English and math for the duration of times specified by each program (summer and fall). We can move to a hybrid approach (utilizing our online tutoring whiteboard space) if health and safety conditions necessitate. To be effective and provide a high degree of success with the target population of students, we commit to provide the following:

- a. A customized software solution that will provide program administrators and school leaders easy to access data and reporting to prove ROI and facilitate transparency.
- b. American Rescue Plan Act record compliancy
- c. In person support provided by locally sourced tutors who have been properly screened and trained. These tutors will be regularly evaluated by our staff to ensure instructional quality.
- d. Tutors will be supplied with grade appropriate strategies for effective tutoring in English and Math.
- e. Tutors will make use of assigned tasks and subjects presented by students, but will supplement curriculum as needed to meet instructional goals
- f. Planned lessons can be loaded into the software and presented to students according to learning goals
- g. All students who receive regular tutoring will have a personalized learning plan developed.
- h. All in person and online sessions will be either 1 to 1 or 2 to 1 ratio of students to tutors.
- i. Students will be scheduled for a minimum of 4 hours of tutoring per week.
- j. A dedicated client success representative will work with school personnel to track student attendance and engagement.
- k. Our team will be on a first name basis with program leaders and will be responsive to additional needs or unforeseen problems as they arise.

The true differentiator in our partnership model will be the time and effort that our team puts into planning an effective service model for your students. We don't use a "canned" approach and we won't just be providing on-demand homework help. Our customized implementation and training plans are integral to the success of the program and ensure we understand the student needs. We put in the "pre-work" to

make sure that all stakeholders are involved in the development of an effective program. As we launch and execute on the plan, our team will establish regular communication and feedback channels to ensure problems are addressed and resolved quickly.

To ensure a successful partnership – we recommend creating a Success Plan with the following meetings and parameters:

- a. Introductory meeting with program leaders and other decision makers.
During this meeting we will establish:
 - I. What success looks like for this program. What are the goals?
 - II. How will the goals be measured and reported?
 - III. Who are the program points of contact for each level and for escalations?
 - IV. Communication and marketing plans for students, parents, and community members
 - V. How will we respond / what actions will we take if we are not meeting goals?
- b. Integration and Matriculation meeting
 - I. How will we track and get information on the students who will be served? (If we use a rostering program – this requires technical integration discussions)
 - II. How will we communicate with students, parents, and teachers?
 - III. What information on students will be shared? How will we be made aware of student waivers, grades, test scores, IEPs, 504s, etc.?
- c. Site Visit for in person tutoring
 - I. Middle Tree staff work with program leaders to survey and determine spaces that will be used for in person tutoring
 - II. Logistics planning for students (movement to and from tutoring sessions, snacks, etc.)
- d. Informational webinars and social media
 - I. Host and record informational webinars to educate participants, parents, and other staff on the program elements and goals
 - II. Partner with program social media managers to educate and promote tutoring program
- e. Weekly or Bi-weekly checkpoint meeting schedule established

Using our software, we can track the feedback and learning data associated with each student. As students are referred for our services, we will provide tutoring and

academic support. Our team will closely monitor learning plans for each student and adjust the frequency and type of tutoring as needed. Some types of student pre and post assessments can be conducted as well, if desired.

BACKGROUND AND EXPERIENCE

Describe your or your company's background and experience in providing tutoring services as described in this RFP. If this is a new company, partnership, or joint venture formed to provide the Services, describe the background and qualifications of each of the tutors that will be providing the Services. Please note this section pertains to your or your company's PAST experience and CURRENT operations, not the PROPOSED scope of services. Each Proposer's response must include information responsive to the following:

- i. Ownership Description**
- ii. Description of proposing entity's experience in providing tutoring services;**
- iii. Current operations including employee hiring, training, motivation, promotion policies and accounting methods employed**
- iv. Contracts History (include contact information for all contracts listed)**
- v. Business and Financial References**

Response – Background and Experience (GoSchoolBox)

GoSchoolBox and Middle Tree are responding to this proposal as a joint venture building upon our previous success. We have listed backgrounds and qualifications separately for each organization below:

GoSchoolBox, Inc.
1975 Farndon Avenue
Los Altos, CA 94024
(408) 915-8580

Contact Person:
Lance Smith, Head of Academic Partnerships
(859) 433-1817
lance@goschoolbox.com

Years in business: 5
Size of Organization: 18

GoSchoolBox, founded in 2017, is a fully remote tutoring management software company based out of Los Altos, California. GoSchoolBox provides a robust menu of options and features for tutoring companies, school districts, and community-based organizations to create customized academic support programs. GoSchoolBox focuses solely on providing a malleable software platform which allows clients to effectively manage a wide variety of support options for students. We can empower programs to work with students in-person or remotely and with internal or external tutors. Partners use GoSchoolBox to build community-centric ecosystems where students, teachers, administrators, parents, and community volunteers can support tutoring in online, in-person, group, and one-on-one settings. Engagement, academic, and social emotional learning data are displayed in a real-time dashboard to track progress in these areas and meet compliancy reporting.

GoSchoolBox is a for-profit corporation with venture-backed private ownership. We have been providing tutors and tutoring software support nationwide for over 5 years. Our team of 18 employees is predominantly dedicated to software development and engineering. We hire remote employees based on demonstrably solid skill sets and a passion for helping create better teaching and learning technologies.

We train our employees through a combination of on-the-job shadowing and having them participate in customer success meetings. We want them to hear from our partners first-hand to understand the power of the software they are creating.

We promote our employees based on expertise and growth of skill sets. Our company consists mainly of co-founders and employees who have been internally promoted to fill new roles as our company has grown.

GoSchoolBox Contract References

REFERENCE
Name: Norton Public Schools
Address: 64 W. Main St. Norton, MA 02766
Point of Contact: Dr. Joseph Baeta
Title: Superintendent of Schools
Email: jbaeta@norton.k12.ma.us
Phone Number: 508-285-0100

Scope of Services: NPS utilizes GoSchoolBox as the main platform for their Virtual Acceleration Tutoring Program and has launched a Virtual Homework Center as well. The program allows for NPS students to have 1:1 or small group sessions for tutoring by content and grade level Monday-Thursday with specific time slots from 3pm to 7pm. For the Homework Center initiative, it will be 1:1 for Literacy/ELA and/or Math support. Over 1,500 students are served in the district currently.

REFERENCE

Name: Every Neighborhood Partnership for Fresno Unified School District

Address: 2044 E Nees Ave Fresno, CA 93720

Point of Contact: Janessa Hefler

Title: School Support Director

Email: jenessa@everyneighborhood.org

Phone Number: 559-363-9111

Scope of Services: GoSchoolbox provides the scheduling, tutor management, and customer service platform necessary for the Virtual Literacy Mentor program, which provides 1 on 1 tutoring for about 250 high needs / disadvantaged students across Fresno Unified School District. ENP uses GoSchoolBox to help streamline all tutor scheduling and data reporting so that staff could spend more time coaching tutors to provide high quality tutoring.

REFERENCE

Name: Long Beach BLAST (in partnership with Long Beach Unified School District)

Address: 201 Long Beach Blvd, Ste 201, Long Beach, CA 90807

Point of Contact: Raul Vazquez

Title: Executive Director

Email: raul@lbblast.org

Phone Number: 562-543-3932

The Academic Mentoring Program (AMP) matches college students from local universities with youth, one-on-one, to support the youth's academics, character

development, and future thinking for at least 2 hours per week over 8 weeks. Through our partnership with GoSchoolBox, our program has served hundreds of at-promise youth in the Long Beach community.

GoSchoolBox and Middle Tree have partnered to provide comprehensive tutoring services to other students and will use the best practices and structures from those experiences for the benefit of the City of Huntington Park. To streamline communication, Lance Smith, with GoSchoolBox will serve as the main point of contact. Listed below are the other leaders of each company who will play an active role in ensuring the success of the tutoring program. We are not supplying tutor profiles at this point as they will be hired upon contract award.

Name: Lance Smith	Lance is responsible for building business partnerships with schools and tutoring vendors through a variety of strategic initiatives. Lance started his career in as science teacher and high school principal. He has built on this strong background in educational leadership with companies such as Blackboard, Stride Learning, and TutorMe. Lance has extensive experience in academic support, account management, sales operations, and marketing.
Company: GoSchoolBox	
Title: Head of Academic Partnerships	
Education: Master's Degree Curriculum & Instruction University of Kentucky	

Name: Jessica Geidel	Jess has a background in early childhood education both as a former teacher and as an administrator. She is passionate about ensuring that every child has the tools they need to properly express themselves and succeed. Jess manages the customer success team and serves as the "voice of the customer" in championing product and feature improvements. She is excited to support all stakeholders of the GoSchoolBox platform, especially the teachers and learners that she respects and loves.
Company: GoSchoolBox	
Title: Chief of Staff	
Education: Bachelor's Degree Theater for Youth University of Northern Iowa	

Name: Alejandro Mendoza	Alejandro is a co-founder of GoSchoolBox who helped classmates as a peer tutor and mentor while in college. After graduating, he worked as an Android software engineer for Intuit before joining with Parsa Rezvani and Sharn Sahota to launch TutorFly which became GoSchoolBox. Currently, Alejandro provides the strategic vision for our engineering team and works closely with our product and success teams to develop new features as requested by clients.
Company: GoSchoolBox	
Title: Chief Technology Officer	
Education: Bachelor's Degree Computer Science & Mathematics Harvey Mudd College	

Name: Sharn Sahota	Sharn worked as a peer tutor and mentor at UCLA prior to joining TutorFly as an intern and later as a co-founder for GoSchoolBox. Sharn leverages her extensive experience in product management to help design and develop software enhancements for schools and tutoring vendors. She communicates regularly with clients and uses this feedback to create a technology roadmap for GoSchoolBox.
Company: GoSchoolBox	
Title: Head of Product	
Education: Bachelor's Degree Business Economics University of California, Los Angeles	

Response – Background and Experience (Middle Tree)

Middle Tree
250 West First Street, Suite 210
Claremont, CA 91711
(909) 293-9560

Contact Person: Joseph Atman, Executive Director
(909) 494-2216
josephatman@middletree.org

Years in Business: 7
Size of Organization: 200

Middle Tree is a nonprofit supplemental educational organization that provides high caliber and affordable academic tutoring and mentoring support programming for school districts and other community-based organizations. Middle Tree's mission

centers around providing all students equal access to the best educational support. They do this by deploying trained and compassionate tutors to serve grades pre-school through college via in person and online formats. The revolutionary approach to this process is what truly makes Middle Tree unique. Middle Tree focuses on creating an educational program designed around the student so that everyone who attends a session or logs online has an experience tailored specifically to that individual. Every student gets their own specialized learning plan which is reviewed daily to ensure that goals are being met and students are receiving personalized instruction. With any partnership, Middle Tree can provide supplemental assistance before school, after school, or during the school day by offering small group or one-on-one tutoring. Middle Tree services can be customized to best suit the needs of the program and the unique students being served.

Middle Tree References

REFERENCE
Name: Pomona Unified School District
Address: 800 S Garey Ave, Pomona, CA 91766
Point of Contact: Lilia Fuentes
Title: Superintendent, Educational Services
Email: Lilia.Fuentes@pomona.k12.ca.us
Phone Number: 909-397-4800
Scope of Services: Provide after-school tutoring services at 12 schools to identified students - approximately 50 – 75 students per school. In addition, Middle Tree provides dyslexia support services (Dyslexia program) to 100 students across the district. 2 schools contract with Middle Tree to support an In-School Intervention program (Structured Literacy) with approximately 30 – 40 students per school. 500 students in the district have access to the Online Hybrid Tutoring Program.

REFERENCE
Name: Tahoe Elementary School, Sacramento City Unified
Address: 3110 60th Street, Sacramento, CA 95820
Point of Contact: Shannan Mayfield

Title: Head Principal

Email: Shannon-Mayfield@scusd.edu

Phone Number: 916-395-4750

Scope of Services: Provide after-school tutoring services for up to 40 students in grades 1st – 6th, where we work with students in our unlimited program, which allows students access to our center every day after school for up to six hours a day. Students receive personalized attention and a Middle Tree plan crafted by our staff so that we work in conjunction with both students, parents, and teachers in a coordinated effort to bolster grades, test scores, truancy, and their overall academic experience.

REFERENCE

Name: Just Us for Youth

Address: 158 W. 3rd St., Pomona, CA 91766

Point of Contact: Eric Vasquez

Title: Executive Director

Email: eric@ju4y.org

Phone Number: 909-525-4155

Scope of Services: Partnered to provide tutoring to rehomed and unaccompanied migrant children housed at the Pomona Fairplex via Team Hope. We provide basic academic tutoring support and mentoring support.

Middle Tree staff who would be integral to this project:

Name: Joseph Atman	
Company: Middle Tree	
Title: Executive Director	
Education: Doctorate Degree Sacred Theology Saint Mary's Seminary	Joseph Atman is a writer, musician, and theologian from Barrington, Illinois and is responsible for the day-to-day management and operations for all Middle Tree's tutoring programs. A former Seminary President, Joseph has been with Middle Tree since 2015 and has a background in tutoring and management operations. Joseph has overseen the tremendous growth of Middle Tree over the last several years as chairman of their board and executive director.
Resume Highlights: Middle Tree Executive Director – 7 Years Seminary President – 2 Years Consultant – 7 Years Assistant to College Dean – 4 Years	

Name: Patricia Deehring	
Company: Middle Tree	
Title: Senior Consultant	
Education: Master's Degree Anthropology California State University, Fullerton	As both an administrator and manager in the world of finance for the past thirty years, Trisch supervises Middle Tree's overarching business and financial operations. However, Trisch also has vast experience and passion for education, as she served as a credentialed English teacher for the Fullerton Joint High School Union District from 2008 – 2013. Her unique blend of business and educational experience is invaluable for Middle Tree's vastly growing mission
Resume Highlights: SVP Program Director – 5 years Level 4 Processor – 4 years 2015 Service Award Winner	

Name: Anita Camacho	Anita heads up Middle Tree's general literacy program – including our structured literacy and dyslexia programs – where she manages staff, builds out student plans, and even does a good deal of tutoring. Currently serving as a credentialed elementary school teacher at Mount Baldy School in Mount Baldy, California, Anita has also worked at multiple school districts as a reading specialist and interventionist for students of all ages.
Company: Middle Tree	
Title: Literacy Director	
Education: Master's Degree Education University of La Verne	
Resume Highlights: Elementary school teacher – 7 years Reading Interventionist – 2 years	

Response – Financial Stability

GoSchoolBox and Middle Tree both have the financial resources to finance, operate, and sustain the tutoring operation as proposed, including all start-up costs, pre-opening costs, inventory, sufficient working capital, and improvements. We can provide Federal 941 or Federal Tax returns upon request. We are unable to add them to this proposal based upon the page limit.

CONTRACTUAL PROVISIONS

The following are selected contractual provisions which will be required of any Professional Services Agreement awarded for the Services. If selected as the best candidate, the Proposer must be willing and able to commit to Contractual Provisions, which will be negotiated between the selected Proposer and the City.

1. Term

The term of the Professional Services Agreement shall be from the Effective Date of the Agreement (hereinafter "Agreement") until December 31, 2022.

2. Insurance

Response

GoSchoolBox and Middle Tree are aware of the contractual term for the professional services along with the insurance requirements. The proper insurance documentation will be provided to the City upon contract award.

BUSINESS TAX REGISTRATION CERTIFICATE

The selected Consultant will be required to demonstrate compliance with the City's business tax laws by acquiring/maintaining a Business Tax Registration Certificate or Certificate of Exemption. This certificate must be in force during the entire period of the Agreement.

Response

GoSchoolBox and Middle Tree are aware of the business tax registration requirements associated with this proposal and will demonstrate compliance as required.

COMPLIANCE WITH FEDERAL REPORTING REQUIREMENTS AND REGULATIONS

The selected Consultant will be required to manage all record keeping and reporting requirements under Federal law regarding the use of funds provided under ARPA. Consultant shall also be subject to all relevant mandatory contractual provisions under 2 C.F.R. §200 et seq..

GoSchoolBox and Middle Tree are aware of the reporting and compliancy requirements of the ARPA and the provisions under 2 C.F.R. §200 et seq. We agree to manage and maintain these records in compliance with these guidelines.

COST PROPOSAL

GoSchoolBox and Middle Tree are committed to providing a simplified cost structure to avoid confusion and promote transparency. For this proposal, we are offering an hourly model:

Our cost per hour of tutoring (online or in person) would be \$40.00. We would round tutoring time to the nearest 15 minutes to be respectful of the time and commitment provided by our tutors. We have a one-time implementation fee of \$3,000.00

Pricing Chart

Description	Hourly Price
Tutoring	\$40.00
Software Licensing	\$0.00
Maintenance and Support	\$0.00
Implementation and Training	\$3,000.00*
Promotional Materials	\$0.00
Customer Support	\$0.00
Other	\$0.00
Total Annual Cost	TBD on Volume

*one-time fee for initial launch and set-up

EXHIBIT A
FALSE CLAIMS FORM
CITY OF HUNTINGTON PARK
City Hall
6550 Miles Avenue
Huntington Park, California 90255

False Claims / False Claims Act Certification
Concessionaire Services

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 submittal 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 submittal 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 _____, am the _____
(Print name of person responsible for submitting submittal) (Title with proposing entity)

of _____ (hereinafter, "Proposer").
(Print Name of Proposing Entity)

In submitting a submittal 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 _____ day of _____ at _____
(Month and year) (City and state)

By _____
(Signature of Person Responsible for Submitting Submittal
on behalf of Proposer)

EXHIBIT B

**CITY OF HUNTINGTON PARK
6550 Miles Avenue
Huntington Park, California 90255
Civil Litigation History/Civil Litigation Certification
Concessionaire Services**

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 Submittal, 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 Submittal, including any person who is an officer of, or in a managing position with, or has an ownership interest in, the entity submitting the Submittal. 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 _____

(Print name of person responsible for submitting submittal)

(Title with proposing entity)

of _____ (hereinafter, "Proposer").

(Print Name of Proposing Entity)

In submitting a Submittal 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 _____ day of _____ at _____
(Month and year) (City and state)

By _____ (Signature of Person Responsible for Submitting
Submittal on the behalf of Proposer).

**City of Huntington Park
Request for Tutoring Services**

ATTN: Eduardo Sarmiento
6550 Miles Avenue
Huntington Park, CA 90255

Study Smart Tutors, Inc.
30721 Russell Ranch Road Suite 140
Westlake Village CA 91362
(818) 306-2012
www.StudySmartTutors.com
JackF@StudySmartTutors.com

5/16/22

COVER LETTER

It is with great pleasure that Study Smart Tutors responds to the City of Huntington Park's Request for Proposal (RFP) for tutoring services. Study Smart Tutors, as demonstrated below, meets and exceeds the qualification requirements as defined in this RFP.

For the past twelve (12) years, Study Smart Tutors has been providing comprehensive tutoring, academic support, and enrichment programming in schools and non-profit organizations across California as well as in neighboring and similar districts. Study Smart Tutors believes that its ability to meet the requirements of this RFP, and its unique program services make the company an ideal contractor for the City's RFP.

Study Smart Tutors works with exclusively low-income, underserved students who are to be the first in their families to attend college. The company serves students and families through partnerships with federally-funded outreach programs (e.g., GEAR UP, TRiO Upward Bound, TRiO Upward Bound Math Science, TRiO Educational Talent Search), after-school programs (e.g., Boys and Girls Clubs), college access organizations, and through school and district partnerships in order to increase students' academic achievement, behavior, knowledge, and skills.

Study Smart Tutors provides K-12 tutoring support, and tailors its academic tutoring services to increase achievement in all academic subjects to enable students to attain greater proficiency in meeting and exceeding state standards in reading, mathematics, and beyond. Each of our tutoring supports can be fully customized to the desired length, schedule, and needs of each partner. The company offers tutoring in both English and Spanish, in a range of subjects, virtually and in-person, including: ELA, math, history, science, foreign languages, reading, writing, and many more. Study Smart Tutors has been able to achieve these accomplishments by their dedication to collaborating with school and instructional leadership to effectively implement plan-aligned strategies and student support services. These strategies and services can also be accomplished through remediation, acceleration, and other educational interventions.

Study Smart Tutors' mission to provide equitable college and career programming to close opportunity gaps and prepare students for lifelong success aligns with City of Huntington Park's mission to focus on the whole child and provide lifelong learning, allow for creativity, collaboration, and innovation.

Furthermore, Study Smart Tutors believes that there should be no achievement gap among socio-economic groups, and that each student has the right to access safe and challenging educational experiences and lifelong learning.

Study Smart Tutors is the premier company for comprehensive tutoring in the Los Angeles area, with **dozens of high-quality** tutors providing in-class ("push-in"), individual/small group ("pull-out"), and after-school tutoring to the following schools in 2022 alone: Leuzinger High School, Hawthorne High School, Waite Middle School, Corvallis Middle School, Los Alisos Middle School, Farmdale Elementary School, Broadacres Avenue Elementary School, Robert E. Peary Middle School, Sal Castro Middle School, Alliance William & Carol Ouchi High School, Alliance Judy Ivie Burton Technology Academy High School, Alliance Susan & Eric Smidt Technology High School, Chapman Elementary School, Manhattan Place Elementary School, 10th Street

Elementary School, Purche Avenue Elementary School, Susan Miller Dorsey Senior High School, Hillcrest Drive Elementary School, Walnut Park Elementary School, Leo Politi Elementary School, Euclid Avenue Elementary School, 59th Street Elementary School, 42nd Street Elementary School, 135th Street Elementary School, John Burroughs Middle School, 99th Street Elementary School, Grape Street Elementary School, Barton Hill Elementary School, Dana Middle School, Figueroa Street Elementary, Fairfax High School, Avalon Gardens Elementary School, 15th Street Elementary School.

Study Smart Tutors agrees to all indemnifications and insurance requirements has identified no problems that may arise in achieving the Scope of Work (SOW) outlined in this proposal. Furthermore, Study Smart Tutors agrees and takes no exceptions to the City's Terms and Conditions as outlined in this RFP.

Study Smart Tutors is wholly owned by Jack Friedman and operates on a cash-basis accounting system. If you need additional information or have any questions concerning either Study Smart Tutors or this proposal, please contact Jack Friedman, Study Smart Tutors CEO/Founder at 818-457-1278 / JackF@StudySmartTutors.com.

Jack Friedman, CEO/Founder
Study Smart Tutors, Inc.

Proposed Key Personnel Qualifications and Experience

Jack Friedman, Founder and President

Jack Friedman founded Study Smart Tutors, Inc. out of his dorm room at USC, where he is a Cum Laude graduate. Before starting this venture, Jack worked for two national test prep companies as he tutored students from 5th to 12th grades in academic subjects as well as test prep. Jack founded Study Smart Tutors to provide college preparation services to students who were traditionally underserved. Since its founding, Study Smart Tutors has grown its services throughout California and to fifteen other states, preparing tens of thousands of students and families for college each year. The business plan for Study Smart Tutors Inc was awarded Top Undergraduate Business Plan by the USC Greif Center for Entrepreneurship in May 2010. In addition to his role with Study Smart Tutors, Jack serves on the board of ACT's California Council.

Dr. Hulya Odabas, Director of Education

Hulya joins the Study Smart Tutors after working as a high school teacher and college counselor. She has a bachelor's degree in Chemistry and completed her Master's Degree in School Counseling with PPS credential as well as a Doctorate in Educational Leadership from Concordia University, Irvine. She has a strong enthusiasm for learning and a love to work with students and families to find their true passion through education. The County of Orange awarded Hulya as the College Counselor of the Year in 2017 with her outstanding performance working with first generation students. She was also recognized by the College Board as an exemplary Professional School Counselor for the 2019 College Board Counselor Recognition Program.

Bree Beltran, Director of Operations

Bree Beltran joined Study Smart Tutors after working with a nonprofit organization as a Family Case Manager. Her work focused on collaborating with district personnel, school staff, and other mental health professionals to help students with an Individualized Education Plan access their education. She provided and managed therapeutic services directly to children, youth and families. Bree has a passion for helping others realize their dreams. Bree earned her Bachelor of Applied Science in Organizational Leadership from Azusa Pacific University and her Masters of Science in Organizational Leadership from California Lutheran University.

Laura Orozco, Associate Director of Partnerships

Laura Orozco joins Study Smart Tutors after working for a nonprofit organization. Prior to that, she provided behavioral services for children and adults with an autism spectrum disorder and other developmental disabilities. There, her work focused on child and adolescent behavior intervention. Following her time there, she had the opportunity to work for an organization that focused on increasing graduation rates for at-risk students by surrounding them with a community of support, empowering them to stay in school and achieve in life. There she coordinated school wide events, case manage students and focus on the needs of underrepresented students. #Laura graduated from California Lutheran University's Math Science Upward Bound program and first heard about Study Smart Tutors when she was

working for the program as a college student. She is passionate about the company's mission and hopes to make an impact in her community.

Casey Weld, Partnership Manager

Casey is originally from the Boston area and moved to Los Angeles to attend Occidental College. While attending Occidental, he started working as a tutor for GEAR UP 4 LA and fell in love with college access work in the downtown LA schools. Upon graduation from Oxy, he began working full time for GU4LA where he worked many different positions on his way to becoming a site coordinator at 5 schools. In addition to his work for GU4LA through the LAUSD, he also is the Executive Director and one of the founders of the GEAR UP Alumni Association, a non-profit he and others started to support GEAR UP alumni past the life of a grant to create sustainability and further the generational change that GEAR UP programs bring to low-income, first-generation communities.

Jon Lego, Director of Curriculum

Jon joins Study Smart Tutors after serving as a high school teacher for the past 10-years. His work focused on developing and implementing Ethnic Studies curricula, building a strong social justice-oriented school community, and serving the students. He was also a liaison to several community and educational organizations, such as Facing History and Ourselves and the Youth Business Alliance. Jon truly believes in empowering students to become agents of change. Jon earned his Bachelor of Arts in Ethnic Studies from the University of California, San Diego and his Master of Education from the University of California, Los Angeles.

Kristian Markus Director of Educational Technology

Kristian joins Study Smart Tutors with nearly a decade of experience teaching high school English and elective courses in financial literacy and front-end web development. Kristian also brings a passion for educational technology and curricular development, having created online courses for the Youth Business Association, the Just Keep Livin' Foundation, and Animo Code Academy. Kristian's core educational beliefs include helping empower students through culturally relevant curricula and developing content that teaches the skills and tools needed for the jobs of the 21st century. Kristian earned his Bachelor of Arts in Sociology from the University of California, Irvine and his Master of Science in Educational Technology from Cal State University, Fullerton.

Jordan Vargas, Director of Instruction

Jordan Vargas graduated from Simpson University with a degree in Mathematics for Teachers in 2013. Jordan then continued to pursue his teaching aspirations through Simpson's credential program. While teaching secondary math at Magnolia Science Academy – Santa Ana, he was able to clear his CA credential in mathematics through California State University Fullerton's Induction program. Some of his roles at Magnolia Science Academy included facilitating equitable instruction within a full-inclusion setting, supporting the school's RTI model through all tiers, acting as grade-level chair, serving as an Edge Coach, and organizing the school's basketball club.

Ashley Schmerbeck, Tutoring Coordinator

Ashley joins Study Smart Tutors after graduating as a first-generation college student from the University of California, Santa Barbara, holding a Bachelor of Science degree in Biopsychology and a minor in History. During her time in university, she organized community service events and programs that focused on tutoring and presenting science experiments with the goal of inspiring elementary and middle school students to seek higher education. She also has experience working in classrooms directly as a Paraeducator assisting special education students

Samantha Welch, Academic Services Manager

Samantha joins Study Smart Tutors after 9 years of working in various capacities alongside children and teens such as juvenile detention, special education classrooms, small-group and one-to-one environments.

As a juvenile detention officer, Samantha was given the unique opportunity to develop and coordinate small group sessions centered on supporting residents both academically and emotionally. It was here she learned how important it is for young people to get the positive support they need and how it directly impacts their mental well-being and educational abilities. After moving to LA in 2015, Samantha continued working with students in the classroom starting out as a substitute teacher. She moved into special education classrooms working with children with learning differences giving her the unique opportunity to understand how important it is to view every student from a whole-child perspective. Since then, Samantha has continued to work with students in both small group and one-on-one settings both as an interventionist and an educational therapist.

Samantha earned her Bachelors of Arts degree in Criminal Justice from Boise State University and her Masters of Arts in Education – Educational Psychology, with an emphasis in reading, language and linguistics, from CSU Northridge.

FIRM EXPERIENCE AND QUALIFICATIONS

The information contained below outlines the qualifications of Study Smart Tutors to provide tutoring services in grades K-12.

Study Smart Tutors was established in 2010, and has exclusively served low-income and first-generation students since that time. Study Smart Tutors has worked with over **300 urban schools, nonprofits and grant-based programs** during this time.

Study Smart Tutors provides targeted tutoring and intervention support to high-need populations. Tutors are trained to specifically support EL's, RFEP's, foster youth, and low-income students. All tutors are subject-area experts, and support students across subjects including English, math, science, and history classes. Each tutor supports up to 12 students simultaneously. Tutoring can occur during school, after-school, or on weekends. Sessions can be scheduled to occur daily, weekly, or at whatever duration meets school schedules and budget criteria.

Increasing Proficiency, Improving Attendance, and Raising Graduation Rates

Study Smart Tutors programming has consistently demonstrated that it helps schools improve outcomes such as attendance, graduation, and proficiency.

The Following data and feedback come from programming at Oceanside Unified School District. Study Smart Tutors was hired to provide enrichment and intervention programming specifically to serve low-income students and English-learners.

Increasing Family and Community Engagement

Families rated Study Smart Tutors' tutoring program with an **average value of 8** on a 1-10 scale.

80% of families reported that our services helped improve their students' grades.

100% of families reported that their students are more likely to attend school because of our tutoring program.

60% of families reported that they could not get tutoring help without our program.

Students rated Study Smart Tutors' tutoring program with an **average value of 8.5** on a 1-10 scale.

91% of students surveyed reported improvement in their English and math grades.

- 10% students improved by less than one letter grade.
- 45% students improved by at least one letter grade.
- 35% students improved by more than one letter grade.

77% students reported that they are more likely to attend school because of our tutoring program.

45% students reported that they do not know where they would find tutoring help if our program didn't exist.

Successful Implementation with an Urban K12 Public School

District Name: Compton Unified School District

School Sites Served

1. Compton High School
2. Dominguez High School
3. Compton Early College
4. Centennial High School

Programs Implemented

1. Fall 2020- Spring 2021
 - a. 100-hours of academic tutoring at each of four sites
 - b. Common assessments for each grade level (9-12)

Schedule of Implementation

1. School sites scheduled tutoring flexibly
2. School-day instruction (advisory)
3. After-school instruction
4. Saturday Instruction

Study Smart Tutors has successfully created and implemented similar ELA & math tutoring programming for districts in the past. By working closely with all involved stakeholders (district, administrators, teachers, students, parents/guardians), we were able to improve both reading and math levels for 10th graders across the district. Please see the below figure:

District-Wide 10th Grade English Language Arts CCSS-Based Assessments Data:

10 ELA	Assessment 1, Sept. 23-27	Assessment 2, Nov. 4-8	Assessment 3, Jan. 21-24
Not Met Band	93.00%	68.00%	54%
Nearly Met Band	7.00%	22.00%	34.00%
Not Mastered	> 99.00%	90.00%	88.00%
Mastered	< 1%	10.00%	12.00%
Total Students Tested	1034	1020	1053

*Averages among 3-4 sites

Trends
NOT MET band decreased with each Assessment (25% decrease from Assessment 1-2, 14% from Assessment 2-3)
NEARLY MET band increased with each Assessment (1-2: 15%, 2-3: 12%, 1-3: 27%)
NOT MASTERED standard slightly decreased with each test (Overall 11%)
MASTERED standard went from <1% to 12%

10 ELA	Assessment 1, Sept. 23-27	Assessment 2, Nov. 4-8	Assessment 3, Jan. 21-24
Not Met Band	93.00%	68.00%	54%
Nearly Met Band	7.00%	22.00%	34.00%
Not Mastered	> 99.00%	90.00%	88.00%
Mastered	< 1%	10.00%	12.00%
Total Students Tested	1034	1020	1053

*Averages among 3-4 sites

District-Wide 10th Grade Math CCSS-Based Assessments Data:

10 Math	Assessment 1, Oct. 18	Assessment 2, Jan. 10	Assessment 3, Feb. 21
Not Met Band	95.00%	60.00% no data	
Nearly Met Band	5.00%	22.00% no data	
Not Mastered	> 99%	82.00% no data	
Mastered	< 1%	18.00% no data	
Total Students Tested	981	730 n/a	

*Averages among 3-4 sites

Trends
NOT MET band decreased with each Assessment (25% decrease from Assessment 1-2, 14% from Assessment 2-3)
NEARLY MET band increased with each Assessment (1-2: 15%, 2-3: 12%, 1-3: 27%)
NOT MASTERED standard slightly decreased with each test (Overall 11%)
MASTERED standard went from <1% to 12%

10 Math	Assessment 1, Oct. 18	Assessment 2, Jan. 10	Assessment 3, Feb. 21
Not Met Band	95.00%	60.00% no data	
Nearly Met Band	5.00%	22.00% no data	
Not Mastered	> 99%	82.00% no data	
Mastered	< 1%	18.00% no data	
Total Students Tested	981	730 n/a	

*Averages among 3-4 sites

Trends
NOT MET band decreased from Assessment 1 to Assessment 2 (35%)
NEARLY MET band increased from Assessment 1 to Assessment 2 (17%)
NOT MASTERED standard decreased from Assessment 1 to Assessment 2 (17%)
MASTERED standard increased about 18% from Assessment 1 to Assessment 2 (17%)

As shown above, our company was able to successfully implement programming that improved 10th grade ELA scores across the district. With each assessment, we saw the percentage of students nearly meeting ELA standards increase, starting with 7% of those tested and ending with 34%. Additionally, we saw less than 1% of students mastering ELA standards at the beginning of the school year, with 12% of students mastering the standards by the end of the academic year.

The same type of growth and improvement is evident in the 10th grade math scores as well. Data shows that the percentage of students nearly meeting math standards increased from 5% to 22%. Additionally, less than 1% of students had mastered the given math standards tested during the first assessment with roughly 18% mastering them 3-months later.

Student Feedback

- “I have struggled with math but they made the math easier”
- “The course was well made and very understandable”
- “Tutor was very patient and helpful”
- “Really good when it came to explaining”
- “Easy to understand and made learning fun”
- “They had patience and explained everything really well”
- “It was very fun and interesting. I feel I learned a lot”
- “It was great and very fun to be a part of.”
- “Thank you for putting time in to help us. Love this program, learned a lot!!!”
- “They were able to break down the lessons so I was able to understand more thoroughly”
- “Nice, very helpful, understanding”
- “Funny, smart, cool, and helpful”
- “Great, helped me understand a lot more”

Demonstrated Success Tutoring Students in Similar Communities During the 2021-2022 School Year

School Site	Services	Contact
Susan Miller Dorsey Senior High School	In-class Tutoring	Maisha Walker-Deen mah9199@lausd.net (323) 298-8404
Robert E. Peary Middle School	In-class Tutoring	Christina Green ccebal2@lausd.net (310) 225-4200
Walnut Park Elementary School	In-class Tutoring	Moises Amezcua mamezcua@lausd.net (323) 588-3145
Avalon Gardens Elementary School	In-class and Individual/Small Group Tutoring	Michael Pile map5461@lausd.net (310) 532-8450
Broadacres Ave Elementary School	In-class and Individual/Small Group Tutoring	Maricel Esperanza maricel.esperanza@lausd.net (310) 537-1980
Euclid Avenue Elementary School	In-class Tutoring	Josie Flores jxf9712@lausd.net (323) 263-6792
Purche Ave Elementary School	After-School Tutoring and Saturday Individual/Small Group Tutoring	Gina Barnett gina.barnett@lausd.net (310) 323-3184
Alliance Judy Ivie Burton Technology Academy High School	In-class Tutoring	Jeremy Hoffman jhoffman@laalliance.org (323) 920-6125
Figueroa Street Elementary School	In-class Tutoring	Francisco Sanchez fxs7284@lausd.net (323) 756-9268
Manhattan Place Elementary School	In-class Tutoring	Emily Barbee ems9856@lausd.net (323) 756-1308

Demonstrated Success in Academic Support and College Access Programming in Similar Communities 2018-Present

School Site	Services	Partner
Huntington Park High School	Life skills and self-advocacy, career surveys and college matching	GEAR UP 4LA and TELACU Education Foundation Upward Bound
Huntington Park High School	Writing Lab	TELACU Education Foundation Upward Bound
LA Trade Tech College	Family Leadership, Support, and High Academic Success	LAUSD Division of Instruction
South Gate High School	Peer and Near-Peer Mentoring (training for staff), training, materials and resources serve 16 high school sites	Beyond the Bell Language in Action
Local District West	SAT ELA and Math Training for Teachers	LAUSD Division of Instruction
Helen Bernstein High School	Exam prep, college readiness programming	GEAR UP 4LA

STEM Academy of Hollywood	Exam prep, college readiness programming	GEAR UP 4LA
Westchester Enriched Sciences Magnet	Exam prep, college readiness programming	Loyola Marymount University Upward Bound
Local District East	SAT ELA and Math Training for Teachers	Division of Instruction
Esteban E. Torres High School	Exam prep, college readiness programming	C5 Los Angeles
Big Brothers Big Sisters Community Enrichment Center	SAT Prep, Career Readiness Workshops	Big Brother Big Sisters, Los Angeles
Local District Northwest	SAT ELA and Math Training for Teachers	Division of Instruction
Monroe High School	PSAT Prep, College Research and Application Assistance	Youth Policy Institute
Reseda High School	SAT Prep	Reseda High School

Robert Lewis Continuation High School	Life skills and self-advocacy, career surveys and college matching	Project STEPS GEAR UP
Will Rogers Continuation High School	Life skills and self-advocacy, career surveys and college matching	Project STEPS GEAR UP
Local District Northeast	SAT ELA and Math Training for Teachers	Division of Instruction
Sun Valley High School	SAT Prep	Project STEPS GEAR UP and
		Sun Valley High School
North Hollywood High School	SAT and ACT Prep	Project STEPS GEAR UP
Van Nuys High School	SAT and ACT Prep	Project STEPS GEAR UP
Polytechnic High School	SAT and ACT Prep	Project STEPS GEAR UP
San Fernando High School	SAT Prep	Volunteers of America, Los Angeles – Upward Bound Pacoima
Local District South	SAT ELA and Math Training for Teachers	Division of Instruction

Narbonne High School	SAT Prep	Narbonne High School
Marquez School of Social Justice	SAT Prep	Marquez High School
Local District Central	SAT ELA and Math Training for Teachers	Division of Instruction
Manual Arts High School	Exam prep, college readiness programming	LA Promise Fund
West Adams Preparatory High School	Exam prep, college readiness programming	LA Promise Fund
West Adams Preparatory High School	SAT Prep, College Application Assistance, Family workshops in home language	GEAR UP 4LA
RFK Community Schools	SAT Prep, College Application Assistance, Family workshops in home language	GEAR UP 4LA

Miguel Contreras Learning Complex	SAT Prep, College Application Assistance, Family workshops in home language	GEAR UP 4LA
Royal Learning Center	Life skills and self-advocacy, career surveys and college matching	GEAR UP 4LA
Santee Education Complex	Life skills and self-advocacy, career surveys and college matching	GEAR UP 4LA
Fremont High School	Life skills and self-advocacy, career surveys and college matching	GEAR UP 4LA
South Gate High School	Life skills and self-advocacy, career surveys and college matching	GEAR UP 4LA
Panorama High School	Life skills and self-advocacy, career surveys and college matching	GEAR UP 4LA
Southeast High School	Life skills and self-advocacy, career surveys and college matching	GEAR UP 4LA
Jefferson High School	Life skills and self-advocacy, career surveys and college matching	GEAR UP 4LA
Nava College Prep Academy	Life skills and self-advocacy, career surveys and college matching	GEAR UP 4LA

Maya Angelou Community Schools	Life skills and self-advocacy, career surveys and college matching	GEAR UP 4LA
Bell High School	SAT Prep, Writing Lab, Life skills and self-advocacy, career surveys and college matching	TELACU Education Foundation Upward Bound
Lincoln High School	SAT Prep, Writing Lab, Life skills and self-advocacy, career surveys and college matching	TELACU Education Foundation Upward Bound
Franklin High School	SAT Prep, Writing Lab, Life skills and self-advocacy, career surveys and college matching	TELACU Education Foundation Upward Bound
Garfield High School	SAT Prep, Writing Lab, Life skills and self-advocacy, career surveys and college matching	TELACU Education Foundation Upward Bound
Roosevelt High School	SAT Prep, Writing Lab, Life skills and self-advocacy, career surveys and college matching	TELACU Education Foundation Upward Bound
South Gate High School	SAT Prep, Writing Lab, Life skills and self-advocacy, career surveys and college matching	TELACU Education Foundation Upward Bound

Wilson High School	SAT Prep, Life skills and self-advocacy, career surveys and college matching	TELACU Education Foundation Upward Bound and Cal State Los Angeles Upward Bound/Upward Bound Math Science
Garfield High School	SAT Prep, Life skills and self-advocacy, career surveys and college matching	Cal State Los Angeles Upward Bound/Upward Bound Math Science

PROJECT APPROACH

Each implementation of a Study Smart Tutors program begins with communication between a partner school, non-profit, city, or after-school program and a Study Smart Tutors' Program Manager, Project Director, or Founder. In this first stage, partners request a proposal for one or more of the services that Study Smart Tutors offers, based on academic goals, student needs, budget, and other administrative or structural factors.

The Study Smart Tutors team then sends a flexible and customizable proposal for services, which includes an outline of service dates, times, and the number of students slated to participate. Additionally, each proposal includes a sample outline of service content and a quote for the total cost.

Once a partner program reviews and confirms the proposal details – via email or phone call – the proposal is considered confirmed. Once confirmed, the partner program is connected with Study Smart Tutors' Academic Services Coordinator, who schedules tutors, confirms location details, coordinates and sends all relevant student and program materials, and who serves as primary point-of-contact during the service period.

Study Smart Tutors employs a group of highly qualified, trained tutors who lead its student and family services. Each Study Smart Tutors instructor is carefully vetted and selected based on specific qualifications. Instructors comply with all school and district regulations regarding background checks, Live Scan compliance, and similar requirements.

Once services are completed, students and/or partner program staff complete a survey (provided by Study Smart Tutors), and the results are tabulated and sent back to the partner program where a meeting is scheduled for review and feedback.

Study Smart Tutors possesses the capacity to serve large numbers of students simultaneously across many schools. During fall 2021 alone, Study Smart Tutors is providing in-school, after-school, and weekend support in-person and virtually to thousands of students across 15+ states.

Study Smart Tutors employs multiple tutoring coordinators and academic success managers to schedule, monitor, and train tutors to meet increased demand for tutoring that may arise.

Academic Goals and Participant Outcomes

Using the framework (**ESSA-4**), Study Smart Tutors will be able to provide k-12 tutoring support for students throughout the **City of Huntington Park** by establishing programming that addresses student needs based on qualitative and quantitative data. This data will serve as the basis for creating assessments, interventions, and academic support systems to support the growth of those students reading below grade level.

In addition to homework help, Study Smart Tutors can create CCSS-based ELA & math pre-assessments and use the data as a baseline for understanding students' highest needs and create various tutoring programs that best fit the needs of the district. The company integrates and evaluate an assessment system based on *meeting* and *mastering* the included specific ELA and math standards and skills. Based on the provided data, Study Smart Tutors then provides tutoring that supports English Language Development and mastery of CCSS math standards. Tutoring models include, but are not limited to: **in-person and virtual, as well as pull-in, push-out, and after-school sessions**. The success of this program also depends on the involvement of all stakeholders.

Therefore:

- Study Smart Tutors will collaborate with site EL/math coordinators & specialists to identify assessment accessibility, assessment cultural relevance, and overall alignment with any internal benchmarks already in place.
- Study Smart Tutors will provide assessment data reports to site EL/math teams and provide them time to analyze score reports. This data can be used to adjust pacing plans and lessons based on high need standards.
- Using assessment and site & teacher data, Study Smart Tutors will create materials that support and practice the ELA/math Common Core standards. These materials will be facilitated by trained tutors that implement instructional strategies and pedagogy to meet students where they are.

Creating regular cycles of the above allows Study Smart Tutors and site staff time to create future assessments & activities aligned with high need standards that were not met in the initial assessment (**ESSA-3**). Additionally, the assessments would reflect the tutoring support that students received by Study Smart Tutors and the ELA/math instructional support from their academic classes within the window following score reports.

To ensure that there is moderate evidence of impact (**ESSA-2**), Study Smart Tutors will:

- Regularly collect survey data from the following groups: students, tutors, and school staff. The data collected will help with adjustments and modifications made to the overall programming for the district.
- Actively track student attendance during sessions and the amount of support and type of support provided during each session.
- Create and maintain a record of school site averages within the district to track the progress of each group ensuring buy-in and accountability.

Finally, to evaluate the overall effectiveness and strong impact of our programming (**ESSA-1**), Study Smart Tutors will track the cumulative data across the district and within the appropriate grade levels. With district support, we will integrate 'checks for understanding' and 'benchmarks' throughout the academic year and programming.

Tutoring Program Assessment Cycle

All assessments are both culturally relevant and Common-Core aligned based on the typical scope and sequence of curriculum delivery.

- Pre-Tutoring Program Assessment (Baseline Data)
- Mid-Tutoring Program Assessment (Formative Data)
- End-of-Tutoring Program Assessment (Summative Data)

Tutoring Program Delivery Framework



Study Smart Tutors' delivery of tutoring services provides a holistic approach to student growth and learning. Our methodology utilizes the inclusion of Social Emotional Learning (SEL) best practices as developed by the Collaborative for Academic, Social, and Emotional Learning (CASEL) in tandem with our academic rigor and student success model so that our student's self-confidence and soft skills will flourish alongside their understanding of subject concepts.

Establish Learning Objectives

- Working with our school partners, we identify gaps in key concepts of student understanding.
- During tutoring, students have opportunities to establish their learning goals as a group and as individuals through SMART goals.

Provide Learning Opportunities

- Students are provided with safe learning environments, allowing them to learn through trial and error without judgment.
 - The creation of these safe spaces is established through:
 - Our SEL Welcoming Routines that connect students with their peers and build on their relationship skills
 - Providing empowerment for students to assist in establishing classroom norms and expectations
- Multiple strategies of engagement are provided to students, encouraging them to:
 - Discuss concepts with their peers while cultivating their abilities to actively listen to the individuals in their group
 - Connect the content to the students' world and daily life.
 - Reframe concepts in ways that align with how they, as individuals, interpret information

Assess Student Learning

- Our assessment cycle provides three checks for student understanding.
- At the start, during, and at the end of each session, students are provided multiple access points of reflection and communicating their understanding.
- All opportunities for self-assessment allow students to share and learn, focusing on their process and critical thinking to guide students to an understanding of learning objectives.

Use the Results from the Assessment

- The Study Smart Tutors team utilizes student assessments to guide and refine content to provide accessible but rigorous content to students.
- Student self-reflection at the end of each session is connected with their SMART goals, assisting students to gauge their progress in their learning.

Instructional Materials

- Students will be expected to utilize various resources throughout the lesson cycle. They include but are not limited to:
 - online texts (fiction & nonfiction), videos, music, etc.
- Those resources will be used to deliver, teach, practice, and apply the target Common Core State Standard.
- Students will receive access to digital copies of these materials via a shared folder delivered by our Study Smart Tutor
- If students have access to a Google account, they are also able to save copies of all resources shared with them in their personal Google Drive.

Materials and resources are aligned to Common Core State Standards

All tutoring-related materials are aligned to Common Core State Standards. Each lesson is thoroughly developed and includes opportunities throughout each part of the lesson for students to

practice the specific Common Core Stand Standard. (See the sample lesson plan in appendix) Students will participate in various activities that target different parts of cognition: knowledge, comprehension, application, analysis, synthesis, and evaluation. Depending on the lesson, various depths of knowledge levels will be incorporated (recall, skill/concept, strategic thinking, extended thinking) as a means of mastering the particular Common Core State Standard for that lesson.

Supports provided are specific to the grade levels and content areas for which services are being provided.

- Materials are created and customized to match the appropriate grade level. As shown in attached sample lesson plans, lesson sequences vary in skill and content. For example, students in lower grade levels will receive basic language development acquisition & support that align with both Common Core State Standards and other state assessments, such as the ELPAC.
- Materials that focus on practice and repetition around things like grammar and punctuation build foundational skills that support skills that students will focus on in later grade levels. For instance, this differs from secondary students who will receive support that focuses on skills, tools, and activities that support overall reading comprehension.
- Materials, such as the attached, include, but are not limited to reading strategies, such as CATCH, using graphic organizers, reading questions, understanding vocabulary-in-context, etc. which aid in students' overall reading analysis skills.

Experience of Tutors and Tutor Training

Study Smart Tutors provides targeted tutoring and intervention support to high-need populations. The company has over 80 tutors. Tutors are trained to specifically support EL's, RFEP's, foster youth, and low-income students. All tutors are subject-area experts, and Study Smart Tutors has the capacity both on its current tutoring staff and to hire tutors to support students in most K-12 subjects.

Study Smart Tutors provides the following training modules in an attempt to best prepare its instructors to engage with and effectively deliver content to high-school students from low-income and/or first-generation college bound backgrounds:

1. Pre-Screening

- a.** All instructor applicants are screened on the following parameters:
 - i.** Completion of a four-year college degree;
 - ii.** Demonstrated passion in providing educational opportunities to all students;
 - iii.** Experience working with elementary, middle, or high school-aged students (depending on grade-levels being tutored)
 - iv.** Proficiency in Math/ELA or other subjects being tutored;
 - v.** TB test and background check

2. Professional Development

- a.** All instructors receive no less than six hours of professional development per year focused on the following topics:
 - i.** Active Listening;
 - ii.** Student Engagements Strategies
 - iii.** Effective Classroom Management
 - iv.** Accurately Checking for Understanding
 - v.** Virtual/in-person engagement
 - vi.** Cultural competency
 - vii.** Conflict resolution

3. Classroom Observation & Co-Teaching

- a.** All instructors complete the following tasks leading up to their first classroom placement:
 - i.** 10-hours of observation with a veteran Study Smart Tutors' tutor
 - ii.** 10-hours of co-teaching with a veteran Study Smart Tutors' tutor
 - iii.** Feedback and continued training from Study Smart Tutors Instructional Team

PRICE

The following table describes the pricing of Study Smart Tutors services offered as part of City of Huntington Park's RFP.

Category	Unit	Price
Tutoring Services (in-person), K-12, Any academic subject	Per-day, half-day or hourly	\$185/hour per tutor (working with up to 8-12 students at a time)
Tutoring Services (virtual), K-12, Any academic subject	Per-day, half-day or hourly	\$125/hour per tutor (working with up to 8-12 students at a time)
Materials, license fees, and digital resources	N/A	Rates above are inclusive of all materials
Coaching	As needed and regular coaching of tutors	Rates above are inclusive of all coaching provided to tutors
Implementation monitoring	As-needed and regular site visits by Study Smart Tutors staff (not including tutors)	Rates above are inclusive of site visits
Deliverables	Pre/post data analysis, mid-semester and end of semester summary reports	Rates above are inclusive of data analysis and summary reports

BUSINESS REFERENCES

Reference District	Contact Information	Project Scope	Timeline
LAUSD Susan Miller Dorsey High School 3537 Farmdale Ave Los Angeles, CA 90016	Community School Coordinator Maisha Walker-Deen Mah9199@lausd.net (323) 298-8408	<u>In-class & after-school tutoring</u> Four full-time tutors: -Math (up to AP Calculus) -Science (biology, chemistry, physics) -Bilingual Math (up to Algebra 2) -Bilingual ELA (up to English 12)	Jan 2022 - Present
LAUSD Robert E. Peary Middle School 1415 W Gardena Blvd. Gardena, CA 90247	Assistant Principal Ramon Collins rdc6202@lausd.net (310) 225-4216	<u>In-class tutoring</u> Three all-day tutors: Mon, Weds, Thurs, Fri -8 th grade math -7 th grade math -6 th grade math	Nov 2021 - Present
LAUSD Broadacres Avenue Elementary School 19424 Broadacres Ave Carson, CA 90746	Community School Coordinator Maricel Esperanza maricel.esperanza@lausd.net (310) 537-1980	<u>In-class tutoring</u> One tutor: Mondays and Wednesdays -8:05am-2:24pm -K-2 nd grade math support (11 weeks) -3 rd -5 th grade SBAC math support (8 weeks)	Jan 2022 - Present
LAUSD Avalon Gardens Elementary School 13940 San Pedro St, Los Angeles, CA 90061	Principal Michael Pile Map5461@lausd.net (310) 532-8540	<u>Individual/Small Group tutoring</u> One tutor: Monday-Friday -9:00am-12:00pm -3 rd -6 th grade math	Nov 2021 - Present
Hayward Promise Network 25555 Hesperian Blvd, Hayward, CA 94545	TRIO Educational Talent Search Director Robin Galas rgalas@chabotcollege.edu 510-723-7570	High school tutoring, academic support, college access programming	2018 - Present

Aspire Alexander Twilight College Preparatory Academy 2360 el Camino Ave, Sacramento, CA 95821	Principal Isabelle McDaniel 916-591-6196 isabelle.mcdaniel@aspirepublicschools.org	Elementary ELD After-School and In-class Tutoring	Fall 2019 - Present
Los Angeles Unified School District 333 S Beaudry Ave Los Angeles CA 90007	Advanced Learning Lois Bramwell Lbramwell@lausd.net (213) 241-0150	Tutoring, academic support, test preparation, college access programming	2014-present

EXHIBIT A
FALSE CLAIMS FORM
CITY OF HUNTINGTON PARK
City Hall
6550 Miles Avenue
Huntington Park, California 90255

False Claims / False Claims Act Certification
Concessionaire Services

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 submittal 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 submittal 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:

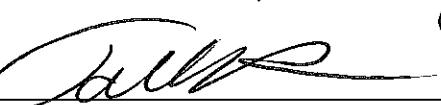
I Jack Friedman, am the Founder
(Print name of person responsible for submitting submittal) (Title with proposing entity)

of Study Smart Tutors Inc (hereinafter, "Proposer").
(Print Name of Proposing Entity)

In submitting a submittal 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 7th day of May 2022 at Westlake Village, CA
(Month and year) (City and state)

By 
(Signature of Person Responsible for Submitting Submittal
on behalf of Proposer)

FALSE CLAIMS ACT VIOLATIONS INFORMATION

- (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 Founder
(Print name of person responsible for submitting submittal) (Title with proposing entity)
of Study Smart Technologies (hereinafter, "Proposer").
(Print Name of Proposing Entity)

I declare under penalty of perjury that the above information is true and correct.

Executed this 9th day of May 2022 at Westlake Village CA
(Month and year) (City and state)

By 
(Signature of Person Responsible for Submitting Submittal
on behalf of Proposer)

EXHIBIT B

**CITY OF HUNTINGTON PARK
6550 Miles Avenue
Huntington Park, California 90255
Civil Litigation History/Civil Litigation Certification
Concessionaire Services**

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 Submittal, 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 Submittal, including any person who is an officer of, or in a managing position with, or has an ownership interest in, the entity submitting the Submittal. 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 Jack Friedman

(Print name of person responsible for submitting submittal)
entity

(Title with proposing

of Sandy Smart Tutors Inc (hereinafter, "Proposer").

(Print Name of Proposing Entity)

In submitting a Submittal 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 7 day of May 2012 at 2 workplace wilare ct

(Month and year)

(City and state)

By Jack Friedman (Signature of Person Responsible for Submitting
Submittal on the behalf of Proposer).

CIVIL LITIGATION HISTORY INFORMATION

- (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 the _____
(Print name of person responsible for submitting submittal) (Title with proposing entity)

of _____ (hereinafter, "Proposer").
(Print Name of Proposing Entity)

I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(Month and year) (City and state)

By: _____
(Signature of Person Responsible for Submitting Submittal
on behalf of Proposer)



May 16th, 2022

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

Mr. Eduardo Sarmiento:

Despite two years of upheaval and uncertainty, students and educators in the City of Huntington Park have shown themselves to be resilient and dedicated to learning. We at Hampton Tutors would be proud to draw upon our expertise and experience to join the cause of providing high quality academic services to students who need additional support, especially during the current climate of COVID-19 which has exacerbated issues of equity and access. We look forward to delivering one-on-one and small group tutoring to students and providing a clear path to accelerate learning and address learning loss.

Hampton Tutors is well-placed to serve the City of Huntington Park in providing supplemental tutoring services that strengthen the academic performance of students with a range of learning needs. Our experience partnering with school districts, including running summer programs, and our evidence-based approach allow us to provide high-impact support. Since our founding in 2015, Hampton Tutors has grown by providing outstanding academic coaching – comprehensive assistance in academic content, executive functioning skills, and social-emotional support for students K-College. We collaborate with caregivers, teachers and education leaders to provide students with individualized academic mentoring.

The City of Huntington Park's high expectations and concern with equity and access resonate with our company's mission to support all students in becoming curious, confident, and successful learners. Our academic support services provided by credentialed and experienced teachers will support the program goal of assisting families in bouncing back from the effects of COVID-19, as well as providing a safe and friendly environment for students to re-engage with teachers and peers. We are excited about this opportunity and we hope to develop a fruitful and long-term partnership.

Sincerely,

Kit Rutter

kit@hampton tutors.com
Head of Educational Programming
Hampton Tutors



Hampton Tutors
800-614-5450

hello@hampton tutors.com

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Cover Letter

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1. Ability to Perform Services

i. Number of Available Tutors

Our instructional staff are a dynamic group of knowledgeable educators with experience supporting a variety of learning needs, including English learners, those with disabilities and SENs. Our coaches are made up of experts in their fields, former and current teachers, all of whom have a bachelor's degree or higher degree, and many of whom are currently certificated teachers. Coaches have at least 2 years' experience working as a teacher or tutor, passion for the learning process, and empathy for the experiences of young learners. For this program, we would designate a Program Lead who would manage the team, provide oversight, and be the main point of contact. Hampton Tutors is currently expanding in the Los Angeles Area, and if awarded a contract, will be building on to our team of qualified tutors in the region. We are showcasing below a selection of current coaches in the Los Angeles area to provide a portrait of our team.



Charmaine works with PK-12 students in science, math, college applications, and test prep. She specializes in working with students with different learning styles and adapting to their needs. She has seven years of classroom experience teaching students with IEPs, and working with parents, specialists, and social workers. She holds a Health Science Degree from CSU Fullerton, an MA in Curriculum Design and a BA in Behavioral Science & Psychology from Concordia University of Irvine.

Nima tutors students in STEAM subjects including mathematics, chemistry and physics, as well as SAT and ACT test prep. His academic background includes an MA in Physics from San Jose State University and a BS in Physics and Mathematics from UC Davis.



Alaina has over ten years of academic coaching experience working with students pre-k through 12th grade, and have a passion for neurodiverse students. Alaina is a Licensed Mental Health Counselor Associate and the founder of Hampton Tutors' Mentally Healthy Student Program. They hold an MA in Applied Child & Adolescent Psychology from University of Washington, and a BA in Psychobiology, Minor in Philosophy from Santa Clara University.

Maya has over seven years of experience working in the field of social justice and civil rights, and eight years of experience as an educator. She has instructed ESL students ages 3-12. She has experience developing curriculum that focuses on African American Civil Rights, environmental justice, and sustainability. She holds an BA in Sociology and a minor in Women & Gender Studies from Pacific Lutheran University in Tacoma, WA.



Above is a cross-section of our LA-based academic coaches. We currently have a team of over 60 coaches and are well equipped with personnel and leadership capacity to support Huntington Park's goal to serve 60 students with four hours of tutoring per week for 6 weeks this summer and

12 weeks in fall. We would be happy to provide resumes for all of our coaches involved in this program on request.

Criminal and educational background check: Hampton Tutors runs a full federal background check on all employees, tutors and staff. This background check—administered by Alliance 2020—is comprehensive enough to be compliant with the on-site requirements of (amongst others) Seattle Public Schools and Portland Public Schools. In addition to criminal history, the background check verifies education qualifications to ensure rigorous academic standards are met.

Leadership

Andy Williamson

Founder and CEO of Hampton Tutors, LLC.

Andy holds degrees from the University of Oxford and the University of Edinburgh. He has been an academic coach since 2010. His area of specialty is ADHD, particularly with regards to standardized testing. He is the editor of "The Essential Guide to the SAT" and has hosted webinars for industry professionals on the SAT and ADHD.



Kit Rutter

Director of Educational Programming

Kit has a Master's degree in elementary education from University of California at Santa Cruz. They were an upper elementary classroom teacher for five years before signing on with Hampton. Kit coordinates programming and contracts with school districts and private partners to ensure quality control, program efficacy, and client satisfaction.

Emily Hawkins

Chief Operations Officer

Emily comes to Hampton Tutors with over 10 years of small business management experience. She has a Bachelor's degree from the University of Illinois and a Master's from Gonzaga University. She is an Operations lead with a knack for creating joy for clients and our coaches.



ii. Previous Program Data

- **Portland Public Schools:** In the feedback we gathered from parents after our Summer Enrichment Program with Portland Public Schools last summer, 94% of all parents rated their satisfaction with the program either a 5 or a 4 out of 5. Responses indicated high student engagement and enjoyment, such as: "My child had so much fun!", "My Granddaughter looked forward to going everyday. Was bummed when it was over," and "She loved camp and was excited to go each time [...]!". Students particularly enjoyed the arts enrichment we offered: "Griffin LOVED the art enrichments", "It was so creative and fun!", and "The kids had an excellent time and enjoyed all of the activities." From internal survey data gathered over the fall of 2021, we have high satisfaction rates from both teachers and staff, especially when it comes to creating a supportive environment.

- **Seattle Public Schools:** From district partners: “We appreciate the way that you reach out to families so quickly,” “Thank you so much for all of your hard work, we appreciate all of your organization.” From Parents: “Thank you so much for your flexibility.”
- **Private Academic Coaching:** Please see Appendix B for client reviews and feedback

Exceeding Requirements

Hampton Tutors has the ability to deliver beyond the current expectations of Napa County Library. We have a track record of going above and beyond for our clients.

- For Everett Public Schools we adopted a brand new award-winning online tutoring platform, Pearl. Their software developers built a completely personalized interface to meet district requirements. Through our partnership with Pearl we have the capability to respond to district feedback and customize our platform in real time to meet client needs.
- For Seattle Public Schools we expanded days and locations of available service beyond what was stated in the contract to make services more convenient for students and families, which led to higher use of the service and better learning outcomes.
- Our 9-12 summer courses for Portland Public Schools were under-enrolled in our first year, despite the purpose of the program being to provide a safe and engaging place to be during summer. Through focus groups and strategic planning sessions we found that high school students were looking for paid work over summer and therefore not interested in enrichment, despite it being free of cost. We redesigned our program to employ high school students and provide leadership training and professional mentorship.

These examples demonstrate our commitment to collaborating with our partners to identify challenges and make improvements to increase quality of services.

iii. Curriculum and Strategies

At Hampton Tutors, our approach to learning is rooted in Maslow's Hierarchy of Needs, which states that safety and belonging are prerequisites to intellectual engagement and self-actualization. Maslow's hierarchy is further supported by contemporary neuroscience that shows the regions critical for learning in the brain can be eclipsed by emotional dysregulation. That's why relationship building, cultivating trust, and attention to social-emotional health are so important to our practice.

Our commitment to culturally responsive pedagogy centers the student's identity and experience as a window into learning. Students' unique cultural, ethnic, and linguistic strengths are an asset to their achievement. Our curriculum and hiring practices reflect our commitment to showcasing the power of diverse human experience.

Our holistic approach allows for a genuinely student-centered learning experience. Learning is tailored to students' specific strengths, challenges, and goals. This creates an environment where students thrive academically, build confidence, learn metacognition, and become learners for life.

Our Method

Our model is based on the key elements of high-impact tutoring laid out by the National Student Support Accelerator, a program of the Annenberg Institute at Brown University that is devoted to turning research about effective tutoring into an evidence-based framework for delivering intervention. High-impact tutoring leads to substantial gains for students by supplementing classroom experiences, responding to individual needs and complementing existing curriculum.

Equity

We continually strive to build ethical practices into our business model.

- **Benefits.** In response to the pandemic we set up paid health insurance for our contractors.
- **Scholarship fund.** 10% of profits go toward scholarships. We partner with schools to provide discounted services to students eligible for financial aid.
- **College consulting scholarships.** We offer fully-funded college consulting for students affected by structural disadvantages as well as COVID-19.
- **Employee profit share.** 10% of profits are shared amongst employees each quarter.
- **Fair pay.** Our rate is double the national average tutor wage, allowing us to recruit and retain highly qualified educators and provide meaningful work. Despite the pandemic, we raised base pay by 5% in September 2020.

High Impact Tutoring:

- Student-centered acceleration
- High-dosage tutoring
- Strong student-tutor relationships
- Close monitoring of student progress
- Alignment with school curriculum
- Strong oversight to assure quality
- Equity-based
- Evidence-backed
- Continuous improvement

Program Design

We will provide four hours of one-to-one academic tutoring services per week in-person at the Huntington Park Recreation Center. These services can be structured around helping students with their school curriculum and homework, or bringing in our supplemental CCSS-aligned curriculum based on the needs of the district. Tutoring services offered will address deficiencies in understanding content concepts and skills while also emphasizing students' existing academic assets, and facilitate their completion of grade level coursework. Tutoring services at all levels K-12 will be offered for all Common Core English and Math skills, including but not limited to: Early Literacy, English Language Arts, Reading, Writing, Pre-Algebra, Algebra, Geometry, and Calculus.

Diagnostic and Intake

Our diagnostic tests for Common Core determine which academic concepts are mastered and which require ongoing attention. Each Common Core assessment question is tagged down to the core standard that is being tested. The computer-based test is automatically scored, and generally takes about one hour to complete per subject area. Results are then utilized to create a personalized study plan based on specific standards that students need additional support with.

Additionally, as part of our student intake process, we use a questionnaire to guide conversation about a student's personal interests (their preferred learning style, teachers/tutors they have 'clicked with' in the past, as well as their extracurricular interests). This allows us to build a picture

of a student and begin to build rapport. This research-based technique of building trust and care helps us form strong working relationships with our students.

Instructional Materials

Once we have a holistic understanding of our students – a map of their understanding of grade-level common core standards in ELA and Math, as well as a sense of what they are passionate about in and out of school – we can begin to create a personalized plan for instruction.

All of our instructional materials are aligned to the California Common Core standards. grade-level standards. Our primary instructional resource is Achieve the Core, an online database of tools and resources to support grade-level, relevant, and joyful classroom learning in Mathematics, English Language Arts and foundational literacy, as well as professional learning for educators.

Culturally responsive pedagogy is embedded in our student-centered, relationship-based model. We seek to understand our students' diverse heritages and cultural legacies that inform their learning, so we can authentically connect learning to their lives. Our curriculum, developed by Achieve the Core, offers rigorous, research-based, and culturally relevant teaching and equitable classroom practices that improve student outcomes.

We want our students to be engaged and inspired by the work they do with us, so the work we do will be rooted in students' personal interests, creative projects, and games. One-on-one tutoring will allow us to hone in on specific areas of need per student, and small group activities will provide opportunities for students to engage with their peers academically and socially. We incorporate student choice as much as possible as a way to enhance student agency and ownership over their learning.

- **ELA:** Using a combination of explicit and systematic phonics instruction and a whole language approach, our balanced literacy curriculum addresses specific skill deficits while allowing students to experience the joy of authentic engagement with text. Through a range of text types chosen by the student from a menu of options and topics, students will learn grade-level appropriate skills rooted in anchor standards: key ideas and details, craft and structure, integration of knowledge and ideas, range of reading and text complexity, organization and clarity, and how to present information for a range of audiences and purposes.
- **Math:** With activities and curriculum anchored in numeracy and number sense, students will develop their skills in the standards for mathematical practice: Make sense of problems and persevere in solving them, reason abstractly and quantitatively, construct viable arguments and critique the reasoning of others, model with mathematics, use appropriate tools strategically, and attend to precision.

Program Vision

Our purpose is to honor the ability of every student to achieve when given the support they need to reach their full potential. Our mission is to provide student centered learning designed to honor each student's strengths and needs, that will empower all learners to reach their goals. We seek to

support all students in becoming curious, confident, and successful learners. To create quality, meaningful roles for passionate educators.

We acknowledge that significant disparities in educational opportunities and outcomes exist among students based on socioeconomic status, race, ethnicity, gender, neurodiversity, English language proficiency, sexuality, and geography, which result from a history of systemic, economic, political, and moral inequity. We acknowledge our role as an educational institution is to better understand these systems of inequity and to understand our roles in these systems. We strongly believe that private businesses should be ethically structured to best serve their customers, employees, and community. We continually strive to improve our equitable practices. Our goal is to create fair and equitable programs, policies and procedures that honor and advocate for all our students and their families, our coaches, and our community.

2. Background and Experience

i. Ownership Description

Hampton Tutors is a Limited Liability Company, taxed as a C Corporation. We are also a Certified Small Business Enterprise. Hampton Tutors is owned by Andrew Williamson, who is also the founder of the company.

ii. Description of Experience

Since 2015 Hampton Tutors has provided students PreK-12th with academic coaching, executive functioning support, arts integration, mental health services, college counseling and SAT/ACT Preparation. We have provided similar services in partnership with multiple school districts in major cities on the West Coast for the last six years.

iii. Current Operations

Employee Hiring

We support staff equity and we attract top-tier talent by offering benefits and a highly competitive hourly rate (double the Seattle average for tutors). All Coaches have a minimum of a Bachelor's degree and most have a Master's degree in Education or Special Education. Most of our coaches are credentialed teachers and all are trained to work with unique learning differences such as ADHD, dyslexia, dysgraphia, dyscalculia, anxiety, and depression. Along with their credentials and experience, all coaches have undergone a federal background check.

Training

We will also provide several in-service days before the start of the program to orient tutors, as well as extra training in our area of emphasis, executive functioning and mental health. We also offer supplementary training through our learning management system, Trainual, about topics such as safeguarding children and working with atypical learners. As for ongoing training, we will hold monthly staff meetings to update staff on important topics and provide additional training as needed.

Motivation

We motivate our staff by compensating them generously and including them as valuable stakeholders in the direction of growth for the company. We hold quarterly conferences where coaches participate in paid professional development trainings in topics chosen by them. We also hold cohort gatherings where teams of coaches who teach similar subjects or ages can gather informally to develop camaraderie with their colleagues and discuss teaching strategies for successful student outcomes. We maintain high-quality staff by offering competitive pay and a positive work culture. From survey data gathered in fall of 2021, we have high satisfaction rates from teachers and staff, especially when it comes to creating a supportive environment.

Promotion policies

See Appendix A for coach evaluation rubrics.

Accounting Methods

We employ accrual accounting practices from a third party bookkeeping and accounting firm

iv. Contracts History

- Since 2018 we have partnered with ***The Bush School*** in Seattle, WA, to provide study skills and executive function instruction to support academic recovery and acceleration through a summer school program.
- Since 2019 we have contracted with ***Seattle Public Schools*** to provide ISP services to students K-12, providing additional services to students who have SENs in order to close the opportunity gap. In this capacity, we work with teams of educators, administrators, caregivers and students to develop ISPs tailored to individual student goals, provide 1:1 instruction, monitor and report progress. We have also held ISP contracts with ***Mercer Island Schools*** and ***Bellevue School District***.
- Since 2021, we have run an annual summer enrichment program with ***Portland Public Schools*** focused on inquiry, interdisciplinary project-based learning, and social-emotional development. Through this partnership we have experience coordinating with a large public school system to meet the diverse needs of students, families, schools, and the district as a whole.
- Hampton Tutors also runs a successful ***private tutoring*** program with over 200 privately paying clients. We offer 1:1 tutoring for students PreK-College in every subject.
- We were recently awarded a contract with ***Los Angeles Unified School District*** for K-12 Tutoring Services for the 2022-2023 academic school year as a provider of in-person, online, 1:1 and small group tutoring services.

v. Business and Financial References

Hallowell-Todaro ADHD Center

5502 34th Ave NE, Seattle, WA 98105
Contact Name: Lesley Todaro, LMFT, Co-Founder
Phone Number: (206) 420-7345
Email: lesley@hallowelltodaro.com



Hampton Tutors has partnered with the Hallowell-Todaro Center for the past six years. The Hallowell-Todaro Center provides therapeutics and clinical services for individuals with ADHD, and we are their exclusive tutoring provider.

Portland Public Schools

501 N Dixon St, Portland, OR 97227
Contact Name: Lidia Lopez Gamboa, Racial Equity & Social Justice Project Manager
Phone Number: (503) 916-2000
Email: llopez@pps.net



Since 2021, Hampton Tutors has run a highly successful summer enrichment program with Portland Public Schools, with a 95% parent satisfaction rate. The program combined academic enrichment and arts education into a free full-day camp for K-12 students.

Seattle Public Schools

2445 3rd Ave S, Seattle, WA 98134
Contact Name: Stephanie Rincon, Program Specialist, Special Education Department
Phone Number: (206) 236-3330
Email: skrincon@seattleschools.org



David Key

Hampton Tots Preschool Landlord
2822 E Harrison St, Seattle WA 98112
Phone Number: (206) 371-8628
Email: dkey@sellingseattle.com



EXHIBIT A
FALSE CLAIMS FORM
CITY OF HUNTINGTON PARK
City Hall
6550 Miles Avenue
Huntington Park, California 90255

False Claims / False Claims Act Certification
Concessionaire Services

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 submittal 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 submittal 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 Kit Rutter am the Director of Educational Programming
(Print name of person responsible for submitting submittal) (Title with proposing entity)

of Hampton tutors LLC (hereinafter, "Proposer").
(Print Name of Proposing Entity)

In submitting a submittal 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 13 day of May, 2022 at Seattle, Washington
(Month and year) (City and state)

By Kit Rutter
(Signature of Person Responsible for Submitting Submittal
on behalf of Proposer)

Verified by pdfFiller

05/13/2022

EXHIBIT B

**CITY OF HUNTINGTON PARK
6550 Miles Avenue
Huntington Park, California 90255
Civil Litigation History/Civil Litigation Certification
Concessionaire Services**

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 Submittal, 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 Submittal, including any person who is an officer of, or in a managing position with, or has an ownership interest in, the entity submitting the Submittal. 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, Kit Rutter, am the Director of Educational Programming
(Print name of person responsible for submitting submittal) (Title with proposing entity)

of Hampton Tutors LLC (hereinafter, "Proposer").
(Print Name of Proposing Entity)

In submitting a Submittal 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.

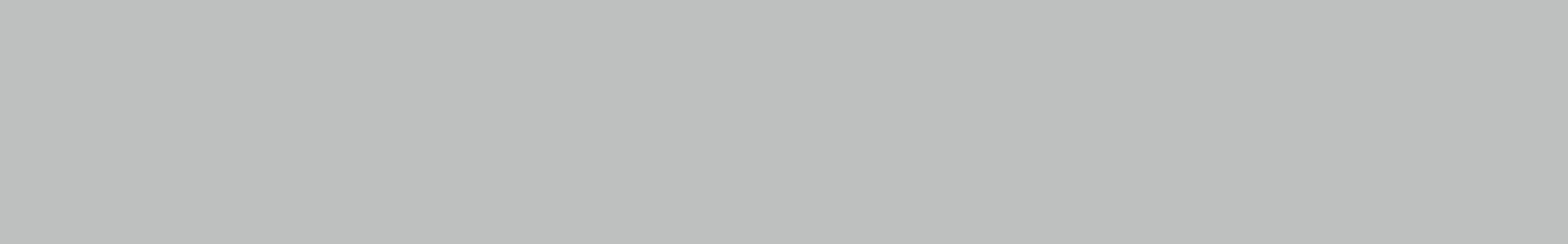
Executed this 13 day of May, 2022 at Seattle, Washington
(Month and year) (City and state)
By Kit Rutter (Signature of Person Responsible for Submitting
Submittal on the behalf of Proposer).

Appendix A

HAMPTON TUTORS COACH EVALUATION RUBRIC

IS THE COACH CONSISTENTLY ON TIME TO LESSONS?	1: Coach is on time ~50% of the time and may or may not give notice to client if running a few minutes late.	2: Coach is on time ~75% and gives notice to client if running a few minutes late.	3: Coach is on time ~95% of the time and gives notice to client if running a few minutes late.
DOES THE COACH SHOW COMMITMENT TO WORKING WITH A STUDENT FOR THE DURATION OF THE SCHOOL YEAR? (Barring any emergencies that may preclude coach from continuing work)	1: Coach takes on students but, more often than not, uses an excuse that should have been foreseeable (travel time, scheduling, etc.) to get out of working with the student for the entire school year.	2: Coach takes on students and follows through on commitment to work with them through the school year in 75% of cases.	3: Coach commits to working with student for the duration of the school year and consistently follows through with every client.
DOES THE COACH COMMUNICATE WITH HAMPTON TUTORS ADMIN AND CLIENTS IN A CONSISTENTLY TIMELY MANNER? (~24 HOURS ON BUSINESS DAYS)	1: Coach responds with 24 business hours less than 50% of the time and does not reliably give notice in advance of being unavailable. Coach is not a consistently reliable communicator.	2: Coach responds within 24 business hours around 75% of the time, as well as gives notice to Hampton Tutors admin and clients in advance of being unavailable.	3: Coach responds within 24 business hours upwards of 90% of the time, as well as gives notice to Hampton Tutors admin and clients in advance of being unavailable.
DOES THE COACH PROVIDE ALTERNATE SCHEDULING OPTIONS AND NOTICE IN ADVANCE OF ABSENCE?	1: Coach inconsistently or at the last minute notifies clients of absence and rarely offers to work out an alternate schedule that suits the client.	2: Coach always contacts clients in advance of absence but only sometimes offers to work out an alternate schedule that suits the client.	3: Coach always contacts clients well in advance of absence and works out an alternate schedule that suits the client.

Appendix A

			
DO THE COACH'S STUDENTS SHOW PROGRESS (AS AGREED UPON BY STUDENT/FAMILY)? Examples include turning homework in on time, improved grades, increased ability to plan ahead and manage tasks, improvement in specific skills such as math and writing, etc.	1: Coach and student rarely meet progress goals (less than 50% of the time) and coach makes little to no effort to evaluate what to do differently in the future.	2: Coach and student meet progress goals 50-75% of the time. When goals are not met, the coach might but does not always try different strategies.	3: Coach and student meet progress goals 90% or more of the time. When goals are not met, coach develops a plan to make changes that will allow the student to succeed.
DOES THE COACH HAVE AVAILABILITY TO WORK WITH STUDENTS OUTSIDE OF LESSON TIME (AS DEFINED BY HAMPTON TUTORS AS ~15 MINS/HOUR OF TUTORING/WEEK)?	1: Coach rarely offers time outside of lesson time and is not accountable to answer students' questions outside of lesson time.	2: About half the time, coach offers time outside of lesson time to answer students' questions, whether by text, email, virtual meeting, or phone call. When students reach out for extra help, coach responds within a reasonable amount of time about half the time.	3: Coach always offers time outside of lesson time to answer students' questions, whether by text, email, virtual meeting, or phone call. When students reach out for extra help, coach consistently responds within a reasonable amount of time.
DOES THE COACH CONSISTENTLY FILL OUT STUDENT GOAL SURVEYS AND OTHER SURVEYS AS REQUESTED BY HAMPTON TUTORS?	1: Coach rarely responds to requests to fill out surveys for Hampton Tutors and is inconsistent in filling out the student goal surveys.	2: Coach fills out about 50% of surveys requested by Hampton Tutors, including the student goal surveys.	3: Coach fills out 90% or more of surveys requested by Hampton Tutors, including the student goal surveys.
DOES THE COACH FOSTER A LEARNING ENVIRONMENT WHICH HELPS STUDENT ACHIEVE THEIR AGREED UPON GOALS?	1: Coach focuses almost exclusively on academic content and makes little to no effort to provide a learning environment that supports the student's growth.	2: Coach focuses on content more than learning environment, but does their best to help students foster an open mind and develop a growth mindset, as well as resilience and curiosity. Students report that they feel comfortable asking questions and communicating honestly with the coach.	3: Coach makes the learning environment top priority to help students foster an open mind and develop a growth mindset, as well as resilience and curiosity. Students consistently report that they feel comfortable asking questions and communicating honestly with the coach.

Appendix A

HAMPTON TUTORS ADVANCED METRICS

*for coaches to be considered priority for jobs or special projects

DOES COACH ATTEND HAMPTON TUTORS QUARTERLY CONFERENCES?	1: Coach rarely attends Hampton Tutors quarterly conferences.	2: Coach attends 25-50% of Hampton Tutors quarterly conferences.	3: Coach attends 75% or more of Hampton Tutors quarterly conferences.
DOES COACH CONSISTENTLY APPLY FOR TUTORING JOBS AND ACCEPT LAST-MINUTE JOBS WHEN PROMPTED BY HAMPTON TUTORS ADMIN?	1: Coach rarely applies for tutoring jobs and rarely accepts new tutoring jobs when specifically requested by Hampton Tutors admin.	2: Coach intermittently applies for new coaching jobs and inconsistently accepts tutoring jobs when specifically requested by Hampton Tutors admin.	3: Coach applies for several new coaching jobs per month (unless caseload is already full) and regularly accepts tutoring jobs when specifically requested by Hampton Tutors admin.
DOES THE COACH OFFER THEIR TIME AND IDEAS FOR EXTRA PROJECTS? (Examples include Portland summer program, teaching classes, or working on RFPs)	1: Coach rarely responds to all-calls from Hampton Tutors admin to take on special projects. Coach rarely offers their skills to teach summer courses, workshops, or quarterly conferences.	2: Coach intermittently responds to all-calls from Hampton Tutors admin to take on special projects. Coach sometimes offers their skills to teach summer courses, workshops, or quarterly conferences.	3: Coach frequently responds to all-calls from Hampton Tutors admin to take on special projects. Coach also offers their skills to teach summer courses, workshops, or quarterly conferences. Coach reliably follows through on projects assigned by Hampton Tutors.
DOES THE COACH CONSISTENTLY RECEIVE EXCELLENT FEEDBACK FROM CLIENTS?	1: Coach rarely receives feedback from clients and students. Clients may or may not seek to continue working with coach throughout the duration of their time with Hampton Tutors.	2: Coach receives excellent feedback from clients and students 75% of the time. Clients often seek to continue working with coach throughout the duration of their time with Hampton Tutors.	3: Coach only receives excellent feedback from students and clients. Clients seek to continue working with coach throughout the duration of their time with Hampton Tutors and may recommend coach to new clients.

Appendix B

Client Reviews of Coaches

After several sessions working with us, clients are prompted with the option to review their coach via our reporting and billing platform, TutorCruncher. Out of 62 total reviews between the years of 2018 and 2022, 57 are 5-star reviews, 4 are 4-star reviews, and only 1 was a 3-star review. Below is a cross section of the reviews, including the 3-star review and the 4-star reviews where clients left a narrative comment.

Client: Leina [REDACTED] Date Written: 02/08/2022
Tutor: Maya [REDACTED] Reviewed Hours ⓘ : 3 hours



Review Details

My daughter works well with Maya, and brings a much better attitude and work effort to their sessions than she has shown previously. One morning on the way to school, she said TWICE that she couldn't wait to show her teacher that she had completed all her homework.

Client: Danyelle [REDACTED] Date Written: 01/28/2022
Tutor: Lara [REDACTED] Reviewed Hours ⓘ : 1 hour



Review Details

Lara is professional and dependable. Lara keeps my son engaged communicates regularly about his progress.

Client: Erica [REDACTED] Date Written: 10/14/2021
Tutor: Katherine [REDACTED] Reviewed Hours ⓘ : 4 hours



Review Details

My son Lucca really appreciates working with Kyeti. He worked with two other tutors from another tutoring company and sees a big difference. He thinks she communicates really well.

Appendix B

Client: **Tali** [REDACTED] Date Written: **05/07/2020**
Tutor: **Krista** [REDACTED] Reviewed Hours i : **4 days, 7 hours+**



Review Details

Krista has been a great fit for my son, Jonah, who is a "2e" 8th grader with significant inattentive ADHD and struggles with writing, executive function, etc. She is supportive, encouraging, compassionate, and quickly won over his trust -- he steps up to her expectations and accountability. She models and coaches him on how to keep track of his assignments, communicate with teachers, plan ahead, etc.

Krista is kind and understanding of Jonah's learning challenges, while able to respond to his high capacity for learning and absorbing information. I have seen Jonah's confidence increase as a student overall and in his writing especially, and it has been a great year to hit the reset button by taking a break from the discouraging classroom environment where Jonah struggles with focus and task completion.

Krista's flexibility and creativity in meeting Jonah at the level of his need are deeply appreciated -- she keeps him on task with reading assignments by taking turns reading with him and supports/encourages his writing by having him dictate to her. These are all the supports I would have hoped for Jonah being on an IEP and qualifying for special education hours and support at his middle school. In addition, her knowledge as a teacher/tutor about executive function challenges is priceless as she coaches Jonah on how to be aware of his challenges and work to overcome them.

I am thrilled to have Krista as Jonah's tutor -- and she has recently started tutoring my 6th grader daughter as well, who is struggling with focus during this era of COVID and "homeschooling". In addition to all of the above, it is important to note how professional, punctual, and communicative she is with me (mom). As I navigate parenting such a wonderful (and challenging in terms of academic development/success) teenager, Krista is someone I count on for her insight and feedback in terms of how to best proceed and support Jonah's development as a student and human being in a world with asynchronous expectations. In short, I can't give enough positive feedback for Krista -- she is absolutely fantastic.

Client: **Jennifer** [REDACTED] Date Written: **04/13/2019**
Tutor: **Stephanie** [REDACTED] Reviewed Hours i : **6 hours**



Review Details

We so appreciate that Stephanie was able to quickly develop a strong rapport with our son. Though they've only worked together a handful of times, we can see he's starting to think differently about himself as a student.

Appendix B

Client: Cori [REDACTED] Date Written: 10/18/2021
Tutor: Ian [REDACTED] Reviewed Hours ⓘ : 7 hours



Review Details

Ian has met with my son virtually about 5 times so far. The focus has been on executive functioning/planning skill work with some tutoring as needed. So far, it has worked well. Ian has been flexible to accommodate my son's schedule (he had a busy fall -- 2 sports plus school, so some meetings were at 8P), and to reschedule 2x at the last minute when sports ran unexpectedly over. He has pivoted to tutoring when needed, which my son has found very helpful. And I'm hopeful that the consistent check ins will continue to help guide my son on how to independently implement study strategies that will work for him long term. It has been a tough transition back from 18 months of remote learning and a "lost" first year of high school (my son is in his sophomore year), so I feel good about the additional scaffolding that Ian has provided.

Client: Damon [REDACTED] Date Written: 08/20/2021
Tutor: Jay [REDACTED] Reviewed Hours ⓘ : 4 hours



Review Details

I wanted to give Jay a strong review. It seemed everything was going well. Our son took a practice test early on (last spring, before SATs were canceled), and scored higher than her scored on a practice test today (mid-Aug., 2021, a week before the actual SAT). This is a clear indicator that the prep work isn't having the impact we expected.

Jay was very helpful the entire time, communicating with both his pupil and us, the parents. We know our son has been taking this seriously, as he's fairly obsessed with doing well in school, and has aggressive sights on getting accepted to the college of his choice. We don't think it's a lack of effort on his behalf, but we could very well be overestimating his abilities. I think the takeaway here is that we paid into a service we expected to see significant results from and, until we find out the actual SAT score, are sensing something isn't going as expected.

We are also very appreciative of being given a reduced rate due to financial difficulties. While we were struggling through the pandemic, Hampton made it accessible for us to subscribe to the service.

Appendix B

Client: Shelley [REDACTED] Date Written: 03/29/2021
Tutor: Jordan [REDACTED] Reviewed Hours ⓘ : 6 hours, 30 mins



Review Details

My daughter adores Jordan. She says, "he works with you and makes you feel like you are a team. He does not judge me and he helps me with my time management. He is very efficient and takes his job very seriously. He is also really nice, fun and passionate. " Thank you, Jordan!

Client: Laura [REDACTED] Date Written: 01/19/2022
Tutor: Jordan [REDACTED] Reviewed Hours ⓘ : 4 hours, 2 mins



Review Details

Usually I do not attend the sessions with my son, but when I have, Jordan has been wonderful to speak with - excellent energy and helpful ideas. My son enjoys his time with Jordan, He is easy to schedule with online.

Client: Jennifer [REDACTED] Date Written: 01/07/2021
Tutor: Rachel [REDACTED] Reviewed Hours ⓘ : 7 hours, 30 mins



Review Details

My child really enjoys working with Rachel. He is a high schooler with ADHD and has been struggling with online classes during the pandemic. Rachel has helped him start to get on top of his missing assignments and helping him develop skills to self-manage his schoolwork. She is open, supportive, non-judgmental, and so far has struck the right balance of supporting and challenging.

Client: Sonya [REDACTED] Date Written: 10/15/2021
Tutor: Hayley [REDACTED] Reviewed Hours ⓘ : 5 hours, 40 mins



Review Details

Our daughter loves working with Hayley - which is a big win for us because she has not been as positive on prior tutors (she is a very hard grader)! I've appreciated Hayley's proactive communication, follow-up and wonderful attitude. It has been a terrific collaboration so far.

**Teachers On Demand's
Response to RFP
Tutoring Services
Huntington Park, CA
Due: May 16, 2022**

Teachers On Demand, Inc
300 Colonial Center Parkway Ste. 100N
Roswell, GA 30076
<https://teachersondemand.org/>
1-888-702-7339
Rosalind Logan, CEO rlogan@teachersondemand.org
Thomas Law, COO tlaw@teachersondemand.org

**Contact:**

Teachers on Demand, Inc

Mailing Address: PO Box 713 Lawrenceville, GA 30046

<https://teachersondemand.org/>

Phone: 1-888-702-7339

Representative: Rosalind Logan

For-Profit Status

Company Background:

Teachers on Demand was started in 2014 by Rosalind Logan, a former public school educator. Teachers on Demand started assisting K-12 private and charter schools in finding substitutes and permanent instructional and non-instructional staff for their schools. In the summer of 2021, due to the concern about loss of learning caused by the rapid shift from in-person teaching to online teaching, due to Covid, we started offering tutoring services.

Our program philosophy is that high dosage, individual or small group (3 or fewer students), with a consistent tutor is most powerful when leveraging academic improvement. For that reason, we assign tutors with a long-term commitment in mind and keep our tutoring groups to 3 or fewer students for every session.

Our organizational structure is that we have C-level executives overseeing directors, who oversee our recruiters, trainers, substitutes, and tutors.

The services we offer are: tutoring, substitute placement, long-term placement of instructional and non-instructional staff at schools, direct hires, and permanent placements. We also offer job posting services and a system to manage teacher absences and substitute management services.



Huntington Park Proposal

For this proposal, we are focusing on tutoring services in Math and English content areas for 60 students, as requested by Huntington Park. The Scope of Services proposed includes six weeks during the summer of 2022 and twelve weeks during the Fall of 2022. We cap our small group tutoring at three students to one tutor, but for Huntington Park, small group offerings are limited to two students per one tutor, as stipulated by the RFP. The proposal provided is effective until December 31, 2022.

Tutoring Support Offered:

Grade Levels: PreK-Grade 12

Student Population: General Ed, Talented/Gifted Ed. Special Ed. (mild/moderate), ESL/ESOL/ELL

Content: Core Subjects, Math and Reading/English Language Arts: Elementary (K-5), Middle School (6-8), High School (9-12)

Specific Content: Algebra I & II, Geometry, Pre-Calculus, Calculus, Trigonometry, 9th ELA, World Lit, American Lit, British Lit, Physical Science, Earth Science, Biology, Chemistry, Physics, Research Writing, Creative Writing

Language Content: Spanish, French

How and When Tutoring Sessions are Offered:

Teachers on Demand recruits educated, licensed, experienced teachers with a successful track record in the classroom. These teachers are content specialists, including reading specialists, ELA teachers, and math teachers. Due to the areas of expertise of our tutor-teachers, we offer high impact, high dosage (3+ sessions per week/student), structured learning that is tightly aligned to the curriculum in the classroom. It is our research-supported belief that tutoring in small groups (no more than 3) or one-on-one yields better results as it allows for some research-backed practices including allocation of time for additional processing and personalized and targeted support. In addition, it allows for tutors to cultivate a relationship with students, so that it may be leveraged to maximize the impact of tutoring. We will provide services



for students utilizing an IEP or 504 plan and ensure compliance. Example model shown below, with sessions offered throughout the day, ending at 7PM, based upon the students' needs:

Small Group (Extension Tutoring)- 45-60 minute sessions

Small group tutoring occurs when one teacher-tutor works with up to three students demonstrating similar need and ability within any content area. Student need is determined by school and/or guardians, and students are placed with a tutor whose content area specialty matches the area of need, whenever possible. These students will be assessed using engaging tools created by the teacher-tutor. There will be an "entry ticket" assessment and ongoing informal formative assessments be used throughout tutoring, to ensure that students who have mastered content are moved on to the next appropriate level of tutoring, or graduated out of the tutoring program, whichever is applicable.

Individual (Extension Tutoring)-45 minute sessions

One-on-one tutoring occurs when a student's need is determined to require tier 3 intervention and assistance beyond what the classroom teacher is already providing. Students requiring these services are often more than one full year behind in one or more content areas and benefit from the individualized attention from our teacher-tutors. Teacher tutors assigned to students specialize in content areas in which academic support is needed, as in the small group tutoring. These one-on-one sessions will focus on hands-on practice in areas where there are gaps in learning.

Small Group (Enrichment)-45-60 minute sessions

Small group tutoring occurs when one teacher-tutor works with up to three students in need of enrichment in any content area. These offerings are available to students whose academic progress may not be behind relative to the standards they are learning, but is behind their potential for growth. These services can also be offered where dedicated acceleration or GATE programs are unavailable for students who have



demonstrated a need for enrichment.

Individual (Enrichment)-45 minute sessions

One-on-one tutoring occurs when one teacher-tutor works independently with one student in need of enrichment in any content area. These offerings are available to students whose academic progress may not be behind relative to the standards they are learning, but is behind their potential for growth. These services can also be offered where dedicated acceleration or GATE programs are unavailable for students who have demonstrated a need for enrichment.

Curriculum & Content Used to Address Standards:

Teachers on Demand hire teachers that will serve as tutors. These teachers are trained and experienced in standards-based teaching. Our teachers' specialties include language arts, reading specialists, mathematics, and hold verified degrees and licenses in a number of content areas. Due to the fact that our tutors are experienced educators, they are flexible in the tools and materials they use to provide the support the student needs. The teacher-tutors use ongoing informal assessments within the content area at each grade level, providing a means for determining initial level and progress of learning throughout the tutoring sessions.

Our tutors familiarize themselves with the district-adopted standards and will utilize them when tutoring, to ensure that students are making marked progress toward the academic goals set for them by the Department and/or guardians. This high dosage, structured tutoring allows for the ELA and Mathematics standards to be prioritized, though our teachers are well-versed and experienced across content areas.

Typical Tutoring Session:

An initial session entails an assessment and evaluation. Our tutors will take the information shared by the Department, academic and support programs, and/or guardians and create an assessment activity specific to that content area to determine



which standards are needed to scaffold learning. From that, the tutor will discuss the goals with the student(s), so they are aware of what they are working toward and what to expect from subsequent sessions.

Subsequent sessions will start with a Making Thinking Visible or Making Learning Visible activity related to the content area in the classroom and will be guided by the student's or students' performance on the activity. Direct re-teaching, hands-on guided practice, and review will occur, with the teacher-tutor allowing adequate processing time, one of the main benefits of small group and one-on-one tutoring. Sessions for individuals are 45 minutes in length, while sessions for small groups are 60 minutes in length. The objective is to keep the sessions long enough to get work done, but short enough that students don't become restless and disengaged. We've found that these timeframes are ideal when doing targeted academic remediation tutoring.

Recruitment:

We hire and manage teachers that serve as tutors as well as substitute teachers. We recruit our tutors through niche education job boards, LinkedIn, the Teachers on Demand, Inc. certified educator database, and local college and university campuses. We select tutors based on years of teaching and tutoring experience and level of education. All Teacher on Demand tutors are required to have a minimum of a bachelor's level degree in one of the core content areas or in education.

We currently have 15 tutors in the Huntington Park area and are expanding to accommodate local contracts.

Selection:

Each tutor candidate is taken through a vigorous interview and vetting process intended to screen for the most qualified educators. The process is as follows:



STEP ONE: of our process is a behavioral analysis assessment which evaluates and measures effectiveness in areas of Planning and Organization, Adaptability, Problem-Solving and Judgment, Resilience and Tenacity, Motivation and Maximization, Integrity, Initiative and Innovation, and Classroom Management.

STEP TWO: of our process is a phone interview with a veteran Teachers on Demand, Inc. Educator Interviewer. This interview focuses on the knowledge, skills, and abilities in content areas and within elementary and secondary pedagogy and presents them with scenario-based questions.

STEP THREE: of our process is having the tutor present a live Zoom in the content and grade level of their choice. We look for engagement strategies, effectiveness of activity in leveraging the academic growth desired, and demeanor of the tutor.

Monitoring & Evaluation:

Our tutor managers will develop a relationship with the City of Huntington Park's Parks and Recreation Department (henceforth, "the Department") to ensure the design of a tutoring program to meet the needs for the students. The tutor managers will be the main contact for the Department to establish a clear communication between the site and Teachers on Demand. The managers do drop-in observations of tutoring sessions, for quality control. In addition, we have an evaluation system that incorporates elements of self-evaluation and student achievement data to determine areas of need for our tutors. Timely professional development is offered to support pedagogy and practice. In addition, we have peer-tutor mentoring available. Tutors are evaluated on a semester-basis and at the end of any contract period.

In addition to the training associated with their degrees, certificates, and licensure, at a minimum, our tutors go through an Improving Student Outcomes through Tutoring training, which teaches high-impact strategies and hands-on engaging activities for use across content areas. Each tutor also undergoes From Darkness to Light training, a child abuse prevention training and a thorough background check through Livescan,



updated every two years, and we verify all degrees and certifications through Clearinghouse. If the district requests fingerprinting and background clearance through their own system, Teachers on Demand will comply with that request and ensure that all tutors have undergone that clearance. In addition, our tutors undergo Mandated Reporter Training and Title IX training, through our onboarding process. Our tutors will attend any school/building safety training sessions and abide by COVID-19 protocols, as stipulated by the Department.

Coordinating Services with the Department

To initiate contracts, our representative will communicate with the Department directly and parents through brochures and written communication, advertising services and ensuring that students have access to the programs that would most benefit them. Communication with the Department will revolve around materials at the student's academic level, and desired frequency of tutoring. Preferred communication with the Department and parents will be determined at the time of contract discussion with the Department.

Once tutors are assigned to students, communication will occur with parents and through the tutors. Monthly, at minimum, tutors will communicate to parents and the Department, via email, regarding the progress made during the session. These monthly reports will go out to the Department and parents, tracking progress toward stated goals and soliciting feedback on other academic needs that may have arisen.

Administration and Reporting:

Teachers On Demand will share registration documentation to the Department for dissemination to parents and guardians or for the Department to fill out. We will accept new students for tutoring, on an ongoing basis, throughout our partnership. In addition, Teachers On Demand will organize and update the tutoring schedule, as needed by the Department.



Our tutors provide monthly progress reports, showing the progress students have made toward goals. These are shared with the Department and/or guardian, as requested by our partners. In addition, we will share term end reports that show academic gains as well as any additional reports, as requested.

Tutor use reports will be shared at least biweekly with the Department and will include student names, content of tutoring, days/hours tutored, and tutor names.

In the event of a tutor absence, Teachers On Demand will replace the tutor for those sessions, returning the original tutor upon end of absence, for consistency's sake.

Current Partnerships & References:

Teachers on Demand has been in operation for over 6 years. We have fostered relationships and established contracts with a number of districts and schools across the United States, including Pine Springs Preparatory Academy, STEM Prep Academy, Albert Einstein Academies, Bay State Community Charter School, Friendship Public Charter Schools, Phalen Leadership Academies, Charter Schools, USA, Collegiate Academy of Mathematics and Personal Awareness, Moss Street Partnership School, Kipp Academies, Friendship Schools, and Imagine Schools. Please find the references below. Any of the contracts mentioned above or references provided below can provide business and financial references.

REFERENCES	Ref 1	Ref 2	Ref 3	Ref 4
school/district name	Pine Springs Preparatory Academy	STEM Prep Academy	Albert Einstein Academies	Gwinnett County Public Schools
contact info	Michelle Cardillo	Sally Foster	Brigit Schafer	Kim Lee, Principal of Tripp Elementary
email	mcardillo@pinespringsprep.org	sfoster@stemprepacademy.org	bschafer@aeacs.org	kim.lee@gcpsk12.org
phone	919-439-9448	615-921-2200	619-795-1190	678-639-3850
fax	984-217-1725	NA	NA	
address	220 Rosewood Centre Dr, Holly Springs, NC 27540	1162 Foster Ave, Nashville, TN 37210	3035 Ash St. San Diego, CA 92101	Suwanee, GA
year started	2019	2019	2019	2022
year ended	ongoing	ongoing	ongoing	ongoing
notes	K-8, 800 students	5-8, 528 students	K-5, 801 students	3 schools + growing
type	substitutes and permanent placement	substitutes and permanent placement	substitutes and permanent placement	tutoring

**Cost Proposal**

For the services outlined in the Response to the RFP, our fees are as follows. Please note, the stipulations in the Huntington Park RFP show the preference is two or fewer students with each tutor, limiting sessions to the top row of the table.:.

Type	Cost
Up to three students per tutor	\$175/session (45-60 minutes)
Each additional student	\$15/session/tutor

These fees include all administration, onboarding of new students, and materials used to lead tutoring sessions. Teachers On Demand will utilize materials provided by the school upon request.

EXHIBIT A
FALSE CLAIMS FORM
CITY OF HUNTINGTON PARK
City Hall
6550 Miles Avenue
Huntington Park, California 90255

False Claims / False Claims Act Certification
Concessionaire Services

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 submittal 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 submittal 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 Rosalind Logan am the CEO

(Print name of person responsible for submitting submittal) (Title with proposing entity)

of Teachers On Demand, INC (hereinafter, "Proposer").
(Print Name of Proposing Entity)

In submitting a submittal 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 11th day of May 2022 at Marietta, GA

By  (Month and year) (City and state)

By 
(Signature of Person Responsible for Submitting Submittal
on behalf of Proposer)

EXHIBIT B

CITY OF HUNTINGTON PARK
6550 Miles Avenue
Huntington Park, California 90255
Civil Litigation History/Civil Litigation Certification
Concessionaire Services

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 Submittal, 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 Submittal, including any person who is an officer of, or in a managing position with, or has an ownership interest in, the entity submitting the Submittal. 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 Rosalind Logan, CEO

(Print name of person responsible for submitting submittal)

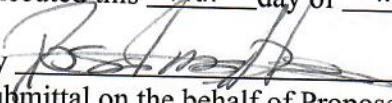
(Title with proposing entity)

of Teachers On Demand, INC (hereinafter, "Proposer").
(Print Name of Proposing Entity)

In submitting a Submittal 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 11th day of May, 2022 at Marietta, GA

By  (Month and year) (Month and year) (City and state) (City and state)
(Signature of Person Responsible for Submitting Submittal on the behalf of Proposer).



PROXIMITY
LEARNING

City of Huntington Park

REQUEST FOR PROPOSALS FOR TUTORING SERVICES

May 11, 2022

Submitted by:
Proximity Learning, Inc.

Transmittal Letter

Office of the City Clerk
Attn: Eduardo Sarmiento
City of Huntington Park
6550 Miles Avenue,
Huntington Park, CA 90255

May 11, 2022

RE: Request For Proposals For Tutoring Services For City Of Huntington Park

Dear Mr. Sarmiento –

Proximity Learning, Inc. (PLI) knows that the City of Huntington Park (The City) seeks services and cost Proposals from qualified and experienced Proposers to provide tutoring services to students residing within the City's boundaries and is specifically seeking qualified and experienced tutors to assist with providing tutoring services to students in grades K-12 who lost instructional time due to the COVID-19 Pandemic. PLI understands the City's desire to partner with an organization that has qualifications and prior experience in providing similar tutoring programs.

PLI is excited by the opportunity to work with the City and various governmental and non-governmental organizations to plan and develop a partnership to deliver virtual tutoring instruction. PLI shares the City's goals of providing the public with the best and most satisfactory performance of the requested services, ensuring that the City receives adequate benefit for the compensation provided. PLI affirms that tutors can provide virtual tutoring services through the summer of 2022 and the fall 2022 semester and implement access to approximately 4 hours per week of virtual tutoring services in the core academic subjects of Math and English.

PLI knows that the COVID pandemic has upended the education system and lives of students around the world. Many students have not had access to the educational experiences necessary to facilitate academic growth, impeding their ability to master grade-level skills and ultimately be successful in college, career, and beyond. PLI will work in tandem with identified teachers to utilize a collaborative problem-solving approach to address student needs, offering strategic instruction and research-based course materials that will assist students with meeting educational requirements. Like the City, PLI believes that to effectively address and prevent unfinished learning, students must be provided extra time to learn, and that effective tutoring can ultimately fill this gap and improve student achievement. Leveraging intentional structures, high quality materials, and effective instruction, PLI offers our flexible,

coordinated array of services that will allow the City to adopt high-quality, highly effective virtual tutoring supports and supplemental educational resources that empower struggling students to build academic proficiency, meet and exceed educational standards, and be prepared for success in college, career, and beyond.

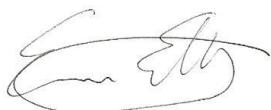
PLI was founded in 2008 in response to a nationwide shortage of qualified teachers; we have been fortunate to partner with school districts across the nation for more than a decade to provide academic instruction and supports that have ensured students' success. Using an interactive online platform, PLI provides students with quality educational programs using innovative technology to eliminate geographical, economic, and social barriers. From an inaugural class of eight students in Quakertown, Pennsylvania, PLI has gone on to educate students in more than 300 school districts across nearly 30 states with a strong presence in California using online video conferencing technology to provide access to highly qualified teachers in a variety of subjects. PLI utilizes an additional platform of tools to ensure that Huntington Park students have access to scheduled and on-demand tutoring supports.

PLI is dedicated to student success, from administrative staff to consultants and educators to the company's leadership. We maintain a faculty of highly qualified content area specialists who hold teaching credentials across 30 states, including California. PLI employs more than 1000 credentialed teachers, all of whom have earned advanced degrees and are based within the United States. All teachers undergo an extensive and rigorous training process to master the PLI online instructional platforms, e-learning pedagogy, and online classroom management skills. PLI also maintains access to an additional pool of 15,000 college students and qualified tutors.

Having partnered with hundreds of school districts across 30 states, PLI brings highly-qualified educators, rigorous curriculum available on-demand, and highly effective support services to students and schools everywhere, without geographic barriers, and without the need to add staff.

PLI looks forward to the opportunity to partner with the City of Huntington Park in our shared vision for success for all students.

Warmly,



Evan Erdberg
President, Proximity Learning, Inc.

1. Ability to Perform Services

PLI was founded with a simple vision: to change the way people think about online education, to best connect and support students across the nation—regardless of the zip code in which they live—with instructional opportunities that will empower them to be successful. PLI understands the need to mitigate learning loss and accelerate learning for students within Huntington Park. Utilizing targeted, intensive, and high-dosage tutoring and intervention supports, PLI will leverage its proven outcomes to deliver the differentiated instruction and supports necessary to student success. With the opportunity to further leverage innovative technology combined with dedicated tutors and interventionists, Huntington Park and PLI educators will work in tandem to eliminate geographical, economic, and social barriers, ensuring all students have access to the educational opportunities they deserve.

PLI empowers students across the nation with quality educational programs using innovative technology to eliminate geographical, economic, and social barriers. PLI has the capacity to leverage 13 years of experience to deliver virtual tutoring supports to best meet student needs. PLI employs more than 1,000 instructors and service providers and has access to an additional pool of 15,000 college graduates and qualified instructors. PLI can scale our programming as needed to best meet school district and most importantly, student needs.

By design, PLI's tutoring programs involve the continual use of data throughout the services engagement to identify strengths and areas of need and to inform decision making throughout the collaboration. This means our educators and tutors continuously collect formative and summative data points around programming, staff, and students, and then use these data to monitor progress, modify supports as necessary, and ensure the overall success of the student and the partnership.

PLI's course content is steeped in research and has proven outcomes in increasing student achievement for the students we serve. Because PLI works directly with students, educators, and schools based on individualized needs, as well as our track record of success, we know our instruction, coaching, tutoring, and professional development is effective. Based on student and teacher surveys and grade reports for thousands of students who have engaged in PLI's interactive online setting, PLI found:

- 93% of students passed PLI classes
- 100% of students passed IB exams
- 83% of students maintained a B grade or higher
- Almost 80% of students said they enjoyed or greatly enjoyed their online coursework/tutoring

- 83% of teachers rated teacher-student online interaction during courses as Good/Excellent

PLI is proud to be in Tier 2 of ESSA, with moderate evidence supported by at least one well-designed university study. The study conducted, "Grade Efficacy, Grade Point Average Aggregation, and Covid-19 Readiness at Proximity Learning ® - A Company Providing Certified Teachers and Accredited Courses through Online Streaming," (2020) was written by McClendon, Ph.D., Elhage, Ph.D., Laosebikan, Ph.D., Chicago State University College of Education. Additionally, PLI utilizes a combination of assessment tools to ensure we're best supporting struggling students' individualized needs. Leveraging assessments that meet ESSA Evidence-Based Requirements allows PLI tutors and interventionists to see the most accurate, most actionable data possible to help them guide their students toward continued growth. PLI is actively working with additional partners to broaden the base of our base of scientific impact and are currently executing a study with LeanLab.

By design, PLI's in-school tutoring programs involve the continual use of data throughout the services engagement to identify strengths and areas of need and to inform decision making throughout the collaboration. This means our educators and service providers continuously collect formative and summative data points around programming, staff, and students, and then use these data to monitor progress, modify supports as necessary, and ensure the overall success of the program.

All PLI Tutoring programs are aligned with the guidance established by the Annenberg Institute's Tutoring Quality Improvement System (TQIS). PLI integrates the six components identified by the National Student Support Accelerator to ensure high quality tutoring. These components include:

- Tutor recruitment, selection, training and coaching
- Data review to ensure effectiveness and improvement. Specifically, the use of formative assessments guide our practice of student progress measures
- Instruction focusing on tutor consistency and relationship building, using high quality instructional materials and maintaining low student to teacher ratios
- Learning integration to provide alignment with school schedule and curriculum with attention to caregiver engagement, student enrollment and retention.
- Safety protocols are established
- Cohesion of program design

Based on the needs of the individual student, and in collaboration with the partner school division, these foundational components of a high-quality tutoring program are tailored to meet individual student needs.

Curriculum

To maximize impact for students, PLI designs curriculum to meet specific learning objectives that ensure higher-level learning. Students do not strictly memorize key concepts; they are empowered to fully understand, demonstrate, and actively apply their knowledge. Along the way, teachers and tutors alike conduct assessments and monitor students' progress, adjusting instruction and services as needed to ensure every student is on track to meet the identified learning objectives. PLI tutors get to know each student and communicate regularly with the classroom teachers to determine where adjustments need to be made or additional supports provided as students learn to use our platform of tools. All of the tools listed below offer direct alignment to the Common Core State Standards (CCSS):

- **MobyMax:** PLI instructors often use MobyMax for pre- and post-assessment, not only diagnosing student needs but ensuring students achieve standards mastery.
- **USA Test Prep:** USA Test Prep offers standards aligned, pre and post-assessments, assignments and assessments to ensure standards mastery, directly aligned to the CCSS. Offering a simple and effective way to supplement instruction with 100% standards-aligned practice items in ELA, math, social studies, and science.
- **NearPod:** Featuring interactive lessons, videos, gamification, and activities in a single platform, NearPod empowers students in understanding, differentiating, enriching, or providing extra support to meet students where they are.
- **PLI's Online Content:** PLI's in house online course content and tools are aligned to the CCSS, and our instructors ensure alignment to student's needs.

When beginning an engagement, PLI will conduct a comprehensive diagnostic assessment, identifying the needs of individual students. The diagnostic assessment informs the work plan and is a critical first step, determining the type and level of supports necessary to ensure the plan for delivery aligns with the needs of every student. During this initial phase, PLI will gather all information, data, outcome and evaluation details of any previous school or service providers interventions. The diagnostic assessment informs the work plan, which PLI develops in partnership with teachers/staff that identifies the unique needs of the school, each student, and define a program centered on those needs.

Throughout the engagement, PLI tutors will use detailed data to plan instruction, craft individualized feedback, and offer supplemental support tailored to each student's individual learning needs. This process is facilitated with user-friendly data visualization tools within our system. No two students learn or attain success in the same way.

Understanding the path to individual achievement is accessed in different ways, PLI tutors use creativity, flexibility, and empathy when assessing and employing research-based strategies to ensure the needs of every struggling student are identified, supported, and met.

With this in mind, PLI can either schedule students at a set time weekly in an ongoing fashion, or students can identify tutors based on filters that best meet their needs. PLI offers tutoring options in a wide variety of subjects. Through an additional platform, PLI can also provide the essential on-demand tutoring supports. Subjects available for tutoring include:

Elementary Math	Elementary Reading	Elementary Science	Elementary Social Studies
Middle School Math (6/7/8)	Middle School English/Reading (6/7/8)	Middle School Earth Science	Middle School Life Science
Middle School Physical Science	Middle School Ancient Civilizations	Middle School World Studies – East	Middle School US History to 1900
Middle School Electives	English I, II, III, IV	Spanish I, II, III, IV, MS	AP Chinese
Algebra I, Algebra II	Anatomy & Physiology	French I, II, III	AP Physics
Geometry	Environmental Systems	Latin I, II, III	AP Spanish
Pre-Algebra	Biology	ASL I, II, III, IV	AP Latin
Pre-Calculus	Chemistry	Japanese I, II, III	AP Macroeconomics
Differential Calculus	Physics	Chinese I, II, III, IV	AP Psychology
Financial Mathematics	Physical Science/IPC	German I, II, III	AP US Government and Politics
Trigonometry	US Government/Civics	PE	AP Statistics
Computer Science	World History	Speech	AP Calculus
Economics	US History	Psychology	AP English Literature
Health	World Geography	AP French	AP English Language

PLI has the capability and capacity to offer additional courses and levels based on district, school, and even individual student needs.

Tutoring Strategies

PLI's comprehensive virtual tutoring offers equitable, evidence-based services proven to be effective, and leverages the latest technology that enables the City to:

- Offer tutoring support from highly qualified, locally based educators who work collaboratively with classroom teachers and have experience in California
- Provide struggling students with highly qualified, highly effective live, interactive, differentiated online instruction that students would not have otherwise had access to

- Capture a wide array of data to track, analyze, and report student progress and program success, then adjust instruction to ensure students' needs are met

We are excited by the opportunity to work in tandem with the City of Huntington Park teachers to utilize a collaborative problem-solving approach to implement comprehensive online, unlimited, scheduled and on-demand tutoring supports to provide system-wide equal access to academic instruction. PLI offers the City the ability to leverage flexible tutoring supports that best meet student needs and ultimately increase academic performance. The City's schools can choose one or multiple tutoring options from the list below that will best meet their student's needs:

1. **Chat Only On-Demand:** Students receive homework help, writing feedback, and study support on demand, including the opportunity for whiteboarding, file sharing, and expert help across all content areas and grade levels. Whether the need is for five minutes or five hours, students access help through direct chat based on their schedule.
2. **Live Tutors On-Demand:** With near 24/7 availability, students have access to a live, content expert tutor when they need it most. At any time, they can login and request a live tutor for 30 minutes to one hour. Whether 1:1 or small groups, live tutoring can occur after school, at night, weekends, study hours etc.
3. **Weekly Live Tutoring:** The school sets a specific day and time weekly for an individual or group of students to work with a live tutor. Students are enrolled in class sessions and expected to participate weekly on a schedule that best meets their needs.
4. **Access to Educational Support System (ESS):** Leveraging pre and post assessments to gain insights into personalized next steps for student growth while also monitoring growth, all students get access to a rich library of video lessons and materials for all levels of education to support their needs.

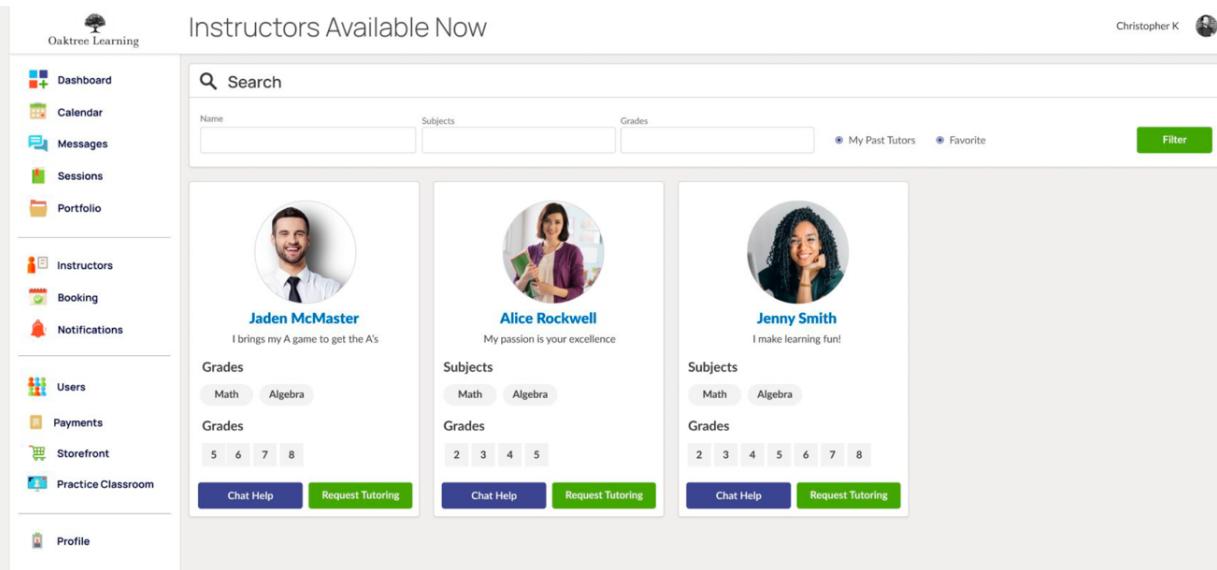
Understanding the ongoing impact of the COVID19 pandemic on student learning, all of these tutoring supports offer an important means to bolstering student success as we seek to increase student academic gains and grade level proficiency. To ensure ongoing success, PLI recommends leveraging our weekly live tutoring supports from certified teachers. High dosage, weekly live tutoring ensures substantial learning gains for students, supplementing students' classroom experiences by offering:

- Well-trained, consistent tutor (a current or retired certified teacher, substitute teacher, paraprofessional, teacher candidate, college student, or community volunteer) who builds a strong relationship with students
- High quality instructional material aligned to the Common Core State Standards and core classwork

- 1:1 or small group for individualized support (1:3 maximum ratio recommended)
- Flexible scheduling that allows supports to be embedded in the school day, offered immediately before or after classes, or during a summer program to maximize student access and attendance
- Data-driven, utilizing aligned formative assessments, with tutors building sessions around student strengths and needs and adjusting approach based on data over time

When tutoring programs do not have these core elements of implementation, they often fail to have the desired impact on student learning gains and key objectives.

PLI is able to offer scheduled and on-demand services through a single, stream-lined platform.



The screenshot shows the 'Instructors Available Now' section of the Oaktree Learning platform. On the left is a sidebar with navigation links: Dashboard, Calendar, Messages, Sessions, Portfolio, Instructors (selected), Booking, Notifications, Users, Payments, Storefront, Practice Classroom, and Profile. The main area has a search bar and filters for Name, Subjects, and Grades. Three instructors are listed:

- Jaden McMaster**: I brings my A game to get the A's. Grades: Math, Algebra. Subjects: Math, Algebra. Chat Help, Request Tutoring.
- Alice Rockwell**: My passion is your excellence. Grades: 5, 6, 7, 8. Subjects: Math, Algebra. Chat Help, Request Tutoring.
- Jenny Smith**: I make learning fun!. Grades: 2, 3, 4, 5, 6, 7, 8. Subjects: Math, Algebra. Chat Help, Request Tutoring.

After logging into the system, the student utilizes filters to identify which teachers and/or tutors have immediate availability based on their identified needs, subject, grade level. Students also have the ability to filter by tutors/teachers with whom they've engaged with and/or "favorited" in the past. In the screen shot above, the filters have identified three ideal teachers available for immediate chat sessions.

Once the student has chosen the specific teacher with whom they wish to engage, the student has two further choices: Chat Help or Request Tutoring. The Request Tutoring button offers two methods of engagement, either providing calendaring functionality to schedule a time for a future tutoring session, or the ability to directly launch a 1:1 (or small group) video tutoring session with the identified instructor.

2. Background and Experience

Ownership Description

Incorporated in the state of Delaware in 2008, PLI is 100% owned by ESS, a leader in the education staffing space since 2000. ESS specializes in placing qualified staff in daily, long-term, and permanent K-12 school district positions including substitute teachers, paraprofessionals, and other school support staff. The team serves over 3.5 million students with a pool of 60,000 substitute and permanent employees throughout 28 states.

Proximity Learning Experience

PLI was founded in 2008 in response to a nationwide shortage of qualified teachers. Our vision is to change the way individuals think about online education and connect educational institutions across the nation with the teachers they need, ensuring all students have access to the educational opportunities they deserve. Using an interactive online, video-based curriculum, PLI provides educational institutions and students with quality educational programs using innovative technology to eliminate geographical, economic, and social barriers.

Since its inception, PLI has been used by hundreds of thousands of students across the nation, ensuring access to core course content, tutoring supports, and supplemental curriculum experiences. From an inaugural class of eight students in Quakertown, Pennsylvania, PLI has gone on to educate students in more than 300 school districts across nearly 30 states using online video conferencing technology to provide access to highly qualified teachers in a variety of subjects, including core subjects (reading, math, science, history), foreign languages (Mandarin Chinese, Spanish, Latin, French, Japanese, German), American Sign Language, computer programming, as well as Advanced Placement (AP) courses and International Baccalaureate (IB) programs. PLI has developed its own online interactive coursework that empowers our teachers and students to develop unique and differentiated strategies for success in the classroom.

Originally established under the name TCG Global, PLI began offering its myLanguage360 Mandarin courses to public schools in 2009. Classes were taught by instructors located on the other side of the world at a remote teaching center in Beijing, China. PLI's China- based teachers became the first educators in history to earn American state teaching credentials without ever setting foot in the United States, thanks to an innovative alternative certification program created in partnership with Region 4 Educational Service Center in Texas.

Below, PLI has provided Huntington Park with a additional evidence of our past successful collaborations. Additional contact information is available upon request.

Wilson County Schools (Tennessee)**2017-Present**

Wilson County School District is located right outside of Nashville, Tennessee, empowering more than 18,000 students in grades PK-12 with - a student-teacher ratio of 17 to 1. Of those students, 45% test proficient in math and 43% in reading. In partnering with the Wilson County Schools, PLI provided support services to students focused on increasing struggling students math outcomes. By the end of the collaboration, 92% of 8th grade students were on target to meet all standards and qualifications to pass Freshman Algebra in 8th grade by scoring significantly higher on the end of course examination for algebra.

**Antelope Valley Unified School District (CA)****2015 - Present**

Antelope Valley Unified School District (USD), located near Los Angeles and with over 23,000 students across 27 campuses, has been collaborating with PLI to offer instruction for their students in their middle and high schools. PLI certified teachers worked with their students to get the help they need in Math, Science, French and Spanish. Antelope Valley USD contracts with PLI to offer over 300 hours of live instruction each week to support their students. PLI works with each school to coordinate direct, live- streamed instruction and tutoring from highly qualified instructors according to when the principals need it.

**Milwaukee Public Schools (Wisconsin)****2017 – Present**

The largest school district in Wisconsin, Milwaukee Public Schools serves more than 75,000 students across 154 schools. PLI partnered with the school district in 2017 to provide Live-Streaming Enriched Virtual Instruction to build an equitable world language program that now offers five world languages in 19 middle and high schools, ensuring high-quality educators in some of the most difficult teaching roles for schools to fill. PLI instructs more than 8000 students every day in Milwaukee. We are currently in year four and due to our success have expanded each year to add in new schools.

**Employee Operations**

PLI employs almost 1000 highly qualified teachers across the U.S. and maintains access to 15,000 additional graduate students and qualified tutors. Each of PLI's teachers are

veteran educators who have a wealth of knowledge about the Common Core State Standards, differentiation and scaffolding, and curriculum and instruction. All teachers hold credentials in the subject matter they are teaching and undergo an extensive and rigorous training process to master the PLI online instructional platforms, e-learning pedagogy, and online classroom management skills. PLI live streamed teachers are held to incredibly high standards when it comes to increasing and then maintaining student engagement because our partners depend on it.

PLI has a robust recruitment team that includes 13 recruiters and five managers. Our team uses LinkedIn, Facebook, blogs, webinars, as well as being one of the few companies approved on the Military Spouse Ambassador Network to find certified K-12 teachers. After successfully completing an interview, prospective teachers deliver a sample lesson and compete a technology assessment to ensure they have the skills and abilities to be a dynamic virtual educator. In addition, PLI has 16 staff members that focus on teacher and tutor placement.

Once approved for hire, PLI educators undergo an extensive background check both personally and financially. We utilize Liberty Background Services to complete our checks, where teachers go through LiveScan fingerprinting. This is a federal background check that typically meets all state and district requirements. We can execute on any additional background checks as needed. PLI will conduct all mandatory criminal background checks at no cost to the City. PLI will maintain all background check records and will make the records available for review upon request and can supply additional background information when deemed necessary.

We understand the quality of our teachers is central to our success and have developed a robust training and evaluation system to ensure quality teachers who are highly effective educators in virtual classrooms. PLI begins with a three-day in-person cohort training session that allows all of our new hires to work with our Virtual Educator Trainer to prepare them for success in their classes. During these cohorts, the Virtual Educators will work through their onboarding training and will have the opportunity to ask questions in real time, work through the training sessions, and have support throughout each of the sections. They receive certificates of completion and upload an intro video that will be shared with the school and students they will teach. Once complete they are required to shadow a mentor teacher for 3 days in their classrooms to get familiar with our successful virtual instruction model and to build their confidence before taking over their own classes.

PLI adheres to and has adopted the National Virtual Teacher Association's Observation Principles viewed below for what great teaching looks like in a virtual classroom. We

share similar beliefs in being able to create a quality learning environment online is much different than creating a physical one. To transition to a virtual classroom, teachers need to acquire new skills, learn how to access, and implement free and paid resources to engage students, and master the flexibility of a virtual classroom using video streaming. To encourage this, we have provided a salary increase for all PLI teachers who complete the National Virtual Teacher Certification Course, a 50-hour program over a three-month period to ensure they are ready to create a dynamic and engaging classroom for your students. To date over 80% of PLI teachers have completed or are enrolled in this certification.

Further, as part of PLI's commitment to the ongoing process of increasing teaching effectiveness, our educators are assessed weekly based on their classroom performance and their students' weekly grade reports. The Manager of Teacher Effectiveness and the Instructional Team support one another's work through a weekly peer review session. The focus of these sessions is to determine growth in student performance, ensure the rigor and methods outlined in the curricula are effectively being delivered, and support the ongoing improvement of teaching effectiveness, and most importantly, student outcomes.

Feedback given by school facilitators, students, and parents is also sought and considered as our educators seek to continuously increase their effectiveness. Surveys are administered each semester to evaluate student satisfaction with their level of teacher interaction, course rigor, learning progresses, and course technology. This information is used to determine the additional professional development opportunities and support provided to PLI faculty members on an ongoing basis.

PLI maintains a fully built out teacher effectiveness team to ensure the quality of our staff and more. The team is led by our Principal of Teacher Effectiveness, Shanna Ayer, who guides a team of five Department Chairs and 17 Lead Teachers. This team's collective job is to observe our instructors and tutors, mentor them, and overall ensure the quality and effectiveness of instruction for our partner schools and districts, and ultimately the students we empower. Our instructional specialists also provide daily office hours for teachers to visit with them to ask questions, build a community with other teachers, receive information on instructional strategies, and more.

PLI utilizes the 5 Domains found in the National Virtual Teacher Association (NVTA) Rubric to score the observations of their teachers. The 5 Domains include:

- Domain 1 - Home Instructional Space & Technology
- Domain 2 - Class Preparation
- Domain 3 - Content Knowledge & Virtual Instruction
- Domain 4 - Virtual Learning & Affect

- Domain 5 - Professional Practices & Responsibilities

PLI also provides Professional Development sessions throughout the year on a weekly to biweekly basis. These professional development sessions are designed to provide teachers with the foundations they need for their classrooms. Sessions include training on using Breakout Rooms, how to Differentiate instruction, how to build rapport with students, creating a positive classroom environment, and more.

Professional Development
 Sessions for the 2021-2022 school year are planned for the year by quarter, with the opportunity for additional timely professional development on an as needed basis determined by observation outcomes and data.

We anticipate leveraging the following professional development plans for the 2021-2022 school year:

- Quarter 1 – Strategies: We will focus on Canvas, Zoom, NearPod, USA Test Prep, and other tools that PLI teachers can leverage to ensure student success
- Quarter 2 – Best Practices: Differentiation, Breakout Rooms, Variety of Instructional Strategies, Digital Toolkit, etc. best suited for the virtual environment
- Quarter 3 – Social Emotional Learning: Building relationships and developing skills needed for supportive relationships with students in a virtual environment
- Quarter 4 – Timely PD/End of Year Check-ins: Creative grading, End of year Testing, Mental health, etc.

Contract History and References

PLI currently maintains 144 active partnerships and formalized contracts for which additional contact information is available upon request. Below, please find three

DOMAIN 1 - HOME INSTRUCTIONAL SPACE, PRESENTATION, & USAGE <p>The teacher's instructional space, presentation, and equipment required for online teaching are conducive for conducting live classes with efficiency, effectiveness, and minimal distractions to students.</p> <p>Strand: Home Instructional Space - A. Instructional Space B. Dress C. Presentation</p> <p>Strand: Technology Equipment & Usage D. Technology Requirements/Equipment E. Technology Usage</p>	DOMAIN 2 - PREPARATION <p>The teacher prepares for class through communication with Facilitator....</p> <p>Strand: Class Preparation - A. Establishing Communication with Facilitator B. Knowledge of School Dates/Policies C. Learning Management / Video Delivery System Set up</p> <p>Strand: Lesson Preparation D. Lesson Planning & Resources</p>								
DOMAIN 3 - CONTENT KNOWLEDGE & INSTRUCTION <p>The teacher demonstrates an effective understanding of content knowledge through use of current materials and instructional strategies that support students learning styles, abilities, and objectives in an online environment.</p> <p>Strand: Content Knowledge A. Subject Matter Expertise</p> <p>Strand: Instructional Practices B. Tiered Learning & Grouping C. Class Pacing D. Dynamic Instruction/Questioning</p>	DOMAIN 4 - LEARNING ENVIRONMENT & AFFECT <p>The teacher demonstrates a positive attitude and tone that facilitates a positive virtual learning environment that encourages both students and "in-class facilitator".</p> <p>Strand: Learning Environment - A. Teacher Affect B. Student Engagement/Motivation</p> <p>Strand: Teacher Engagement - C. Teacher Support D. Teacher Availability</p>								
Performance Rating <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="background-color: #e6eaf2; width: 25%; padding: 5px;"><i>Unsatisfactory</i></td> <td style="width: 75%; padding: 5px;">Teacher consistently performs below the established standards; does not meet requirements of job and minimal student learning</td> </tr> <tr> <td style="background-color: #e6eaf2; width: 25%; padding: 5px;"><i>Basic</i></td> <td style="width: 75%; padding: 5px;">Teacher is inconsistent in meeting standards; requires support, quality of student learning questionable</td> </tr> <tr> <td style="background-color: #e6eaf2; width: 25%; padding: 5px;"><i>Proficient</i></td> <td style="width: 75%; padding: 5px;">Teacher consistently meets the established standards; consistent positive impact on students</td> </tr> <tr> <td style="background-color: #e6eaf2; width: 25%; padding: 5px;"><i>Skilled</i></td> <td style="width: 75%; padding: 5px;">Teacher maintains performance that consistently surpass established standards; sustains high performance over time, role model to others</td> </tr> </table>	<i>Unsatisfactory</i>	Teacher consistently performs below the established standards; does not meet requirements of job and minimal student learning	<i>Basic</i>	Teacher is inconsistent in meeting standards; requires support, quality of student learning questionable	<i>Proficient</i>	Teacher consistently meets the established standards; consistent positive impact on students	<i>Skilled</i>	Teacher maintains performance that consistently surpass established standards; sustains high performance over time, role model to others	PERFORMANCE CRITERIA
<i>Unsatisfactory</i>	Teacher consistently performs below the established standards; does not meet requirements of job and minimal student learning								
<i>Basic</i>	Teacher is inconsistent in meeting standards; requires support, quality of student learning questionable								
<i>Proficient</i>	Teacher consistently meets the established standards; consistent positive impact on students								
<i>Skilled</i>	Teacher maintains performance that consistently surpass established standards; sustains high performance over time, role model to others								
DOMAIN 5 - PLI PROFESSIONAL PRACTICES & RESPONSIBILITIES <p>The teacher effectively participates in and completes the required responsibilities of both classes and school policy.</p> <p>Strand: Class/School Responsibilities - A. Grading B. Virtual Emergency Lesson Plans C. Communication with Facilitator D. Class/School Flexibility</p> <p>Strand: PLI Professional Practices E. Communication with School F. Respectful Use of Social Media/Code of Ethics G. Participation in Faculty Meetings</p>									

references, in addition to several current tutoring partnerships. Additional letters of reference are available upon request.

Charles County Public Schools

Contact Name: Theresa Peck

Address: 5980 Radio Station Road P.O. Box 2770 La Plata, MD20646

Phone Number: 301.932.6610

**Comfort Independent School District**

Contact Name: Dr. Jerry Adams

Address: 327 High Street, Comfort, TX 78013

Phone Number: 830-995-6400

**Lancaster County Public Schools**

Contact Name: Jessica Davis

Address: 2330 Irvington Rd. Weems, VA 22576

Phone Number: 804.462.5100 ext. 7001

**Charles County Public Schools (Maryland)**

2019-Current

Contact Name: Theresa Peck, Instructional Programs Support Specialist

Contact Phone/Email: 301.932.6610 (main line), tpeck@ccboe.com

One of the fastest growing districts in Maryland, Charles County Public Schools is located in southern Maryland and considered part of the Washington DC metropolitan area. With a mission focused on providing students with a quality education that builds character and prepares them for life, CCPS serves students in 37 schools and 3 additional education centers. CCPS has over 25,000 students in grades Prek-12, and like many other schools, decided to implement a virtual school option for students. PLI will provide Maryland licensed educators to teach core classes to K-12 students in 9 schools within CCPS. Educators will implement instruction in core academic subjects, including ELA, math, science and social studies.

**Chicago Public Schools**

2017-Current

Contact Name: Pamela Butts, Director of Nonpublic Programs

Contact Phone/Email: 773.553.1000 (main line), pdbutts@cps.edu

PLI. is currently collaborating with Chicago Public Schools to empower their students, delivering Title I supplemental math and reading services to non-public schools to ensure their ongoing success. Further, PLI is also delivering tutoring services and supports to delinquent and homeless students. We are continuously rated annually as



one of the highest performing providers in Chicago. We have been growing every year and have become the preferred provider in the district when a new school requests service.

Lancaster County Public Schools (VA): 2021-Current

Contact Name: Jessica Davis, Director of Instruction

Contact Phone/Email: 804.462.5100 ext. 7001, jdavis@lcs.k12.va.us

Lancaster County Public Schools, located in Lancaster, Virginia, serves nearly 1,100 students in grades prek-12. The elementary schools have a focus on Positive Behavior Intervention and Supports (PBIS) and embrace the belief that all children can succeed. In high school, students have options to attend Northern Neck Technical Center, and participate in an Early College Academy Program, placing them on the path to success early in their education. LCPS now partners with PLI to implement ELA supports 2 days a week, in addition to math supports 4 days a week, giving students even more options than they had previously.



Muscogee County School District (GA): 2019-Current

Contact Name: Keith Seifert, Chief Academic Officer

Contact Phone/Email: 706.748.2109, Seifert.Keith@muscogee.k12.ga.us

Muscogee is located an hour and a half from Atlanta in a military town that has a high free and reduced lunch population. In addition to partnering with PLI for teacher coverage and virtual school options, PLI now offers additional tutoring support to students within the district as well. ELA tutoring supports are provided by PLI certified educators five days a week, further ensuring that MCSD students are prepared for college, career, and their futures.



Socorro Independent School District (TX): 2021-Current

Contact Name: Carmen Crosse, School Improvement Officer

Contact Phone/Email: 915-937-2400, ccross01@sisd.net

Socorro Independent School District, located in El Paso, Texas, serves 47,000 students across 49 schools. SISD is growing quickly and has been recognized for several achievements, that include an "A" grade in the Texas Education Agency latest accountability ratings. SISD prides itself on preparing students for graduation, careers, and life experiences. To further aid with these endeavors, SISD now partners with PLI to provide students with additional ELA and mathematics tutoring supports five days a week. SISD students have access to highly qualified, licensed educators, who implement virtual tutoring supports in core academic areas to best meet student needs.



Financial Stability



July 4, 2021

To whom it may concern:

S4T Holdings Corp. and its subsidiaries ("Company") is a privately-held high growth education service provider. In 2015, the Company was purchased by Nautic Partners, LLC. As a result of the purchase, US GAAP requires an allocation of the purchase price to all the assets both tangible and intangible. Most was allocated to the intangible assets, which are amortized to expense over a 10-year period.

These costs are non-cash accounting charges that don't reflect ongoing operations or financial positioning of the Company. Furthermore in 2017 and 2019, the Company made a total of six (6) acquisitions that have one-time expenses that are non-recurring. One of the acquisitions resulted in a large investment in a new management team with proven history in servicing education customers.

In addition, as previously mentioned the Company is privately-held and therefore the financial statements contain various confidential information that is not relevant to the Company's overall financial position or ability to perform the services it provides to its customers.

Therefore, below are summarized key excerpts from the audited (December year-ended) and internal financial statements for the past 4 audited periods along with a more recent look at the current run rate with adjustments to net income for various non-cash items described above:

(\$ in '000)	(Audited)		(Audited)		(Audited)		(Audited)		Current
	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020 (COVID)</u>					Run Rate
Revenue	\$ 225,661	\$ 345,094	\$ 420,980	\$ 316,542	\$	547,000			
Net Income	\$ (7,689)	\$ (11,213)	\$ (6,019)	\$ (6,714)	\$	14,855			
Depreciation & Amortization	\$ 10,391	\$ 12,261	\$ 12,981	\$ 13,833	\$	13,649			
Acquisitions or Other non-cash charges	\$ (255)	\$ 1,977	\$ 978	\$ 180	\$	-			
Adjusted Net Income	\$ 2,447	\$ 3,025	\$ 7,940	\$ 7,299	\$	28,504			
	\$ 44,448	\$ 119,433	\$ 75,886	\$ (104,439)	\$	126,020			
	24.5%	52.9%	22.0%	-24.8%		29.9%			
	\$ 1,189	\$ 578	\$ 4,915	\$ (640)	\$	20,564			
	94.5%	23.6%	162.5%	-8.1%		259.0%			

Please find a letter below detailing PLI's financial stability.



The Company's balance sheet is very strong as well as a great relationship with CapOne that has been maintained in good standing. The primary contact, Maria Seufert, is available as an independent reference for the bank accounts standing with the following contact information:

Maria Seufert, VP Capital One Healthcare Treasury
Phone #: (716)-255-1892
Email: maria.seufert@capitalone.com

A revolving credit facility, \$45,000,000, is used to handle the working capital needed to fund the timing difference between the payment to our employees and cash received from the customer. This revolving facility is typically paid in full in the summer months as the capital need reduces with schools being on break.

In addition to the revolving facility indicated above, the Company carries term debt from the various acquisitions. The Company has made all principal and interest payments on time. There are no concerns on the continuation of any future periods.

Furthermore, the Company's primary stakeholder Nautic Partners, LLC has managed over \$5 billion in assets with significant connections in the financial markets. They are able to provide additional resources and support with obtaining favorable financing for the continued growth of the company, if.

Please feel free to reach out directly to me if further information or clarifications are required as I am happy to share our Company's progress.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. DeVall".

John DeVall
Chief Financial Officer
Email: jdevall@ess.com
Phone: 865-888-9244, ext 3704

Appendix I General Terms and Conditions Confirmations

PLI certifies that we do not have any potentially conflicting interests including: 1. Any litigation involving ourselves or personnel which is adverse to the City. PLI offers the acceptance of all conditions listed in the RFP document, acknowledging we are offering a wholly virtual tutoring option to provide on-demand tutoring supports for Huntington Park students.

Appendix II Pricing

PLI Tutoring Costs

Throughout the engagement, PLI virtual tutors will use detailed data to plan instruction, craft individualized feedback, and offer supplemental support tailored to each student's individual learning needs. This process is greatly facilitated with user-friendly data visualization tools within the i-Ready system.

At PLI, we understand that no two students learn or attain success in the same way. We acknowledge the path to individual achievement is accessed in different ways. As such, PLI interventionists and tutors use creativity, flexibility, and empathy when assessing and employing research-based strategies to ensure the needs of every struggling student are identified, supported, and met.

Research shows tutoring to be the most effective intervention to address learning gaps. The City will gain access to one-on-one or small group tutoring (up to 16 students). Students meet face-to-face with tutors through our virtual Learning Platform, where they can use interactive tools and collaborative workspaces for a truly engaging online experience.

PLI offers two options for tutoring to best meet the City's needs:

Option 1: On-Demand Study Support: With near 24/7 availability, students benefit from unlimited access to live chat tutoring with highly vetted subject matter experts that can be certified teachers or college graduates/students. Students also have access to our full suite of self-study resources, including adaptive diagnostics, instructional videos, practice problems, and more. The district would be able to allocate each student a specific number of tutoring sessions that would be tracked so students, families, teachers and administration alike would know how many sessions remain. Each student has the capability to login and select a tutor to best fit their individual needs from our pool of thousands within our system. The City would also maintain the capability to see aggregate number of tutoring sessions being utilized and by whom.

Option 2: Scheduled Tutoring Sessions: PLI's system also supports ongoing scheduled tutoring sessions, allowing Huntington Park students to set up specific times for tutoring each week, whether during school hours, after school hours or on weekends. These sessions would be at a pre-set time and date, but can support one student or a group of students.

Sample Tutoring session types:

Tutoring Length

- | | |
|---|--|
| <ul style="list-style-type: none"> • High Dosage • Study assistance • Test Prep • Extra-Curricular • Special Education | <ul style="list-style-type: none"> • 30 min • 60 min |
|---|--|

Pricing Breakdown

Option 1: Set Day and Time Monthly tutoring Sessions

Description: The school sets a specific day and time every week for a group of students to work with a tutor, this can be after school, during school or on weekends. Students are enrolled in the class sessions and are expected to participate every week.

# of live 60 Min Sessions Each Week	Monthly Cost Per Section	Number of Students
1 Session Weekly	\$435.00	Up to 30
2 Sessions Weekly	\$881.50	Up to 30
3 Sessions Weekly	\$1,007.40	Up to 30
4 Sessions Weekly	\$1,133.40	Up to 30
5 Sessions Weekly	\$1,259.30	Up to 30

Option 2: 24/7 On-Demand Tutoring

Description: Students have access to a content expert teacher near 24/7. At any time, they can login and request a live tutor for 30 min to 1 hour. They can engage for 1on1 or small group tutoring sessions, available after school, at night, weekends, study hours etc.

Certified K-12 Teacher	College Student/Graduate	Time	Number of Students in Pod
\$50	\$30	Hour	Up to 3 Students

Option 3: Chat Only Tutoring

Description: Students receive homework help, writing feedback, and study support on demand. The direct help includes whiteboarding, file sharing, and expert help across all content areas and grade levels for five minutes or five hours based on their schedule and support needed.

Number of Students	Price per Student
1-500	\$100
501-1000	\$95
1001-5000	\$90
5001-10,0000	\$80
15,000-25,000	\$75
25,001+	\$50

Option 4: Educational Resource : Educational Support System

Description: All students get access to a rich library of video lessons and materials for all levels of education.

Number of Students	Price per Student
1-500	\$10
501-1000	\$8
1001-5000	\$6
5001+	\$5

Optional Phone Support: For those who opt into phone support, a unique 1800 number will be provided for your students and district employees to utilize.

# of Students	Fee
1-100	\$15,000
101-500	\$45,000
501-800	\$65,000
1000+	\$85,000

EXHIBIT A
FALSE CLAIMS FORM
CITY OF HUNTINGTON PARK
City Hall
6550 Miles Avenue
Huntington Park, California 90255

False Claims / False Claims Act Certification
Concessionaire Services

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 submittal 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 submittal 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:

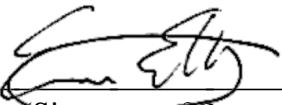
I Evan Erdberg, am the President
(Print name of person responsible for submitting submittal) (Title with proposing entity)

of Proximity Learning Inc. (hereinafter, "Proposer").
(Print Name of Proposing Entity)

In submitting a submittal 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 ninth day of May 2022 at Austin, Texas
(Month and year) (City and state)

By 
(Signature of Person Responsible for Submitting Submittal
on behalf of Proposer)

FALSE CLAIMS ACT VIOLATIONS INFORMATION

- (1) Date of Determination of Violation: N/A
- (2) Identity of tribunal or court and case name or number, if any: N/A
- (3) Government Contract or project involved: N/A
- (4) Government agency involved: N/A
- (5) Amount of fine imposed: N/A
- (6) Exculpatory Information: N/A
- _____
- _____

DECLARATION

I, am the President
(Print name of person responsible for submitting submittal) (Title with proposing entity)

of Proximity Learning, Inc. (hereinafter, "Proposer").
(Print Name of Proposing Entity)

I declare under penalty of perjury that the above information is true and correct.

Executed this 10th day of May 2022 at Austin, TX
(Month and year) (City and state)

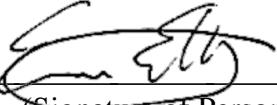
By 
(Signature of Person Responsible for Submitting Submittal
on behalf of Proposer)

EXHIBIT B

**CITY OF HUNTINGTON PARK
6550 Miles Avenue
Huntington Park, California 90255
Civil Litigation History/Civil Litigation Certification
Concessionaire Services**

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 Submittal, 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 Submittal, including any person who is an officer of, or in a managing position with, or has an ownership interest in, the entity submitting the Submittal. 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 _____ President

(Print name of person responsible for submitting submittal)

(Title with proposing entity)

of _____ Proximity Learning Inc. (hereinafter, "Proposer").

(Print Name of Proposing Entity)

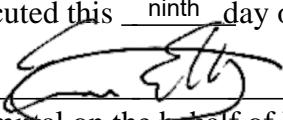
In submitting a Submittal to the City of Huntington Park, I, hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been involved in civil litigation as described, above.

I declare under penalty of perjury that the above information is true and correct.

Executed this ninth day of May 2022 at Austin, Texas

(Month and year) (City and state)

By _____ (Signature of Person Responsible for Submitting Submittal on the behalf of Proposer).



CIVIL LITIGATION HISTORY INFORMATION

(1) Name of Case: N/A

(2) Court case identification number: N/A

(3) Jurisdiction in which case was filed: N/A

(4) Outcome of the case: N/A

(5) Name of Case: N/A

(6) Court case identification number: N/A

(7) Jurisdiction in which case was filed: N/A

(8) Outcome of the case: N/A

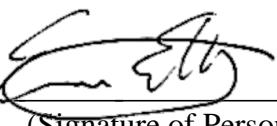
DECLARATION

I, am the President
(Print name of person responsible for submitting submittal) (Title with proposing entity)

of Proximity Learning, Inc. (hereinafter, "Proposer").
(Print Name of Proposing Entity)

I declare under penalty of perjury that the above information is true and correct.

Executed this ninth day of May 2022 at Austin, TX
(Month and year) (City and state)

By: 
(Signature of Person Responsible for Submitting Submittal
on behalf of Proposer)

4842-7264-1328, v. 1



1800 E 4th St, Ste 131 | Austin, TX 78702

rfp@proxlearn.com | 833.507.0003 | www.proxlearn.com

ITEM NO. 2



CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report

May 24, 2022

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 SECOND AMENDMENT TO THE FINANCIAL AUDITING SERVICES PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF HUNTINGTON PARK AND EADIE + PAYNE, LLP

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve Second Amendment to the Financial Auditing Services Professional Services Agreement between the City of Huntington Park and Eadie + Payne, LLP; and
2. Appropriate \$210,000 in account number 111-3010-415.32-40 from General Fund unappropriated fund balance; and
3. Authorize the City Manager to execute the agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park is required to have its financial records, as well as its expenditure of Federal Grants, audited on an annual basis. The City awarded a Financial Auditing Services Professional Services Agreement to Eadie + Payne, LLP on October 1, 2019. The City Council approved a first amendment to the professional services agreement on May 19, 2020 for the fiscal year ending June 30, 2019 audit.

Current management is committed to providing accurate and transparent financial reporting, as well as implementing improved internal controls in the areas of recording, reporting and safeguarding of the City's assets for the continued improved benefit of the City's residents and businesses. In accomplishing this goal, the City's financial auditors will conduct additional testing of transactions for increased accuracy in reporting.

CONSIDERATION AND APPROVAL OF SECOND AMENDMENT TO THE FINANCIAL AUDITING SERVICES PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF HUNTINGTON PARK AND EADIE + PAYNE, LLP

May 24, 2022

Page 2 of 2

FISCAL IMPACT

The change in scope of services, requiring additional tests of transactions and in-depth evaluation of internal controls, results in an increase in the contract of a not-to-exceed amount of \$210,000 for the audits of Fiscal Year 2019-2020 and Fiscal Year 2020-2021. An appropriation from fund balance in the General Fund is recommended in the amount of \$210,000 to account number 111-3010-415.32-40.

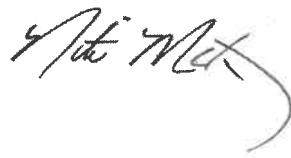
CONCLUSION

Upon City Council approval, the City Manager will execute the Second Amendment to the Professional Services Agreement.

Respectfully submitted,



RICARDO REYES
City Manager



NITA MCKAY
Director of Finance & Administrative Services

ATTACHMENT(S)

- A. Second Amendment to the Financial Auditing Services Professional Services Agreement between the City of Huntington Park and Eadie & Payne, LLC
- B. Financial Auditing Services Professional Services Agreement

ATTACHMENT "A"



SECOND AMENDMENT TO FINANCIAL AUDITING SERVICES PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT AGREEMENT ("Agreement") is made as of May 24, 2022 by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("City") and Eadie + Payne, LLP. (hereinafter, "Independent Auditor"). For the purposes of this Agreement, City and Independent Auditor may be referred to collectively by the term "Parties." The term "Party" may refer to City or Independent Auditor interchangeably. Based on and in consideration of the mutual promises set forth below, the parties agree as follows:

RECITALS

This Agreement is made and entered into with respect to the following facts:

WHEREAS, Independent Auditor was retained to provide financial auditing services for the City;

WHEREAS, on October 1, 2019, the Parties executed and entered into that certain agreement entitled, Professional Services Agreement (Financial Auditing Services) (hereinafter, the "Master Agreement"); and

WHEREAS, on May 19, 2020, the Parties executed a First Amendment for the Fiscal Year Ending June 30, 2019 audit services.

NOW THEREFORE, in consideration of the promises and mutual promises herein contained, it is agreed as follows:

1. **Compensation.** Consultant shall perform additional tests of transactions and in-depth internal control reviews in addition to the original Scope of Services in the Master Agreement for the Fiscal Years Ending June 30, 2020 and June 30, 2021 at an additional not-to-exceed sum of Two Hundred Ten Thousand Dollars (\$210,000.00).

2. Except as otherwise set forth in this Second Amendment, the terms of the Master Agreement shall control. This Second Amendment Agreement with the Professional Services Agreement and the First Amendment Agreement shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in these documents.

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF HUNTINGTON PARK:

By: _____

Ricardo Reyes
City Manager

EADIE + PAYNE, LLP

By: _____

Name: _____

Title: _____

ATTEST:

Eduardo Sarmiento, City Clerk

ATTACHMENT "B"



PROFESSIONAL SERVICES AGREEMENT
(Engagement: Financial Auditing Services)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of October 2019 (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and Eadie + Payne, LLP (hereinafter, "INDEPENDENT AUDITOR"). For the purposes of this Agreement CITY and INDEPENDENT AUDITOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or INDEPENDENT AUDITOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and INDEPENDENT AUDITOR 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, INDEPENDENT AUDITOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). INDEPENDENT AUDITOR 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 will become effective on the date written above, and will continue for the period of three (3) years beginning with audit of City's fiscal year ending June 30, 2019, with options for two (2) additional years at the City's discretion. 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. INDEPENDENT AUDITOR shall perform the various services and tasks set forth in the Scope of Services for the fiscal years ending June 30, 2019, 2020 and 2021

at a not-to-exceed sum of Seventy-Five Thousand Dollars (\$75,000.00) per year inclusive of expenses.

B. Section 1.3(A) notwithstanding, INDEPENDENT AUDITOR's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) (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 & Administrative Services. In the event INDEPENDENT AUDITOR'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 INDEPENDENT AUDITOR'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, INDEPENDENT AUDITOR 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 INDEPENDENT AUDITOR's monthly compensation is a function of hours worked by INDEPENDENT AUDITOR'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.

- A. Interim billings shall not cumulatively exceed ninety percent (90%) of the annual fixed price. The final billing will be processed upon completion of the final task under the contract, which is the completion of final reports, as listed in **Exhibit "A"**.
- B. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify INDEPENDENT AUDITOR in writing of any disputed amounts included in the invoice. Within thirty (30) 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 INDEPENDENT AUDITOR.

1.5 ACCOUNTING RECORDS: INDEPENDENT AUDITOR shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement.

1.6 ABANDONMENT BY INDEPENDENT AUDITOR: In the event INDEPENDENT AUDITOR 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, INDEPENDENT AUDITOR 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 INDEPENDENT AUDITOR's cessation or abandonment.

II.
PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and Director of Finance & Administrative Services (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. INDEPENDENT AUDITOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.

2.2 INDEPENDENT AUDITOR REPRESENTATIVE: INDEPENDENT AUDITOR hereby designates Donald N. Ecker, Client Services Executive, to act as its representative for the performance of this Agreement (hereinafter, "INDEPENDENT AUDITOR Representative"). INDEPENDENT AUDITOR Representative shall have full authority to represent and act on behalf of the INDEPENDENT AUDITOR for all purposes under this Agreement. INDEPENDENT AUDITOR 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 INDEPENDENT AUDITOR Representative shall constitute notice to INDEPENDENT AUDITOR.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: INDEPENDENT AUDITOR 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.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: INDEPENDENT AUDITOR represents, acknowledges and agrees to the following:

- A. INDEPENDENT AUDITOR shall perform all Work skillfully, competently and to the highest standards of INDEPENDENT AUDITOR's profession;
- B. INDEPENDENT AUDITOR shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. INDEPENDENT AUDITOR 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. INDEPENDENT AUDITOR 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 INDEPENDENT AUDITOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by INDEPENDENT AUDITOR; and
- F. All of INDEPENDENT AUDITOR's employees and agents (including but not limited subcontractors and subconsultants) 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 INDEPENDENT AUDITOR shall perform, at INDEPENDENT AUDITOR's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by INDEPENDENT AUDITOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of INDEPENDENT AUDITOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by INDEPENDENT AUDITOR 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 INDEPENDENT AUDITOR or on INDEPENDENT AUDITOR'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 INDEPENDENT AUDITOR, including but not limited to the representation that INDEPENDENT AUDITOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of INDEPENDENT AUDITOR's profession.

2.5 ASSIGNMENT: The skills, training, knowledge and experience of INDEPENDENT AUDITOR 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 INDEPENDENT AUDITOR or on behalf of INDEPENDENT AUDITOR in the performance of this Agreement. In recognition of this interest, INDEPENDENT AUDITOR 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 INDEPENDENT AUDITOR's duties or obligations under this Agreement without the prior written consent of the 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 INDEPENDENT AUDITOR or under INDEPENDENT AUDITOR's strict supervision. INDEPENDENT AUDITOR will determine the means, methods and details of performing the Work

subject to the requirements of this Agreement. CITY retains INDEPENDENT AUDITOR on an independent contractor basis and not as an employee. INDEPENDENT AUDITOR 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 INDEPENDENT AUDITOR'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 INDEPENDENT AUDITOR are not employees of CITY and shall at all times be under INDEPENDENT AUDITOR's exclusive direction and control. INDEPENDENT AUDITOR 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. INDEPENDENT AUDITOR 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 INDEPENDENT AUDITOR's officers, employees, agents, contractors, subcontractors or subconsultants are determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to INDEPENDENT AUDITOR, a threat to persons or property, or if any of INDEPENDENT AUDITOR's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by INDEPENDENT AUDITOR and shall not be re-assigned to perform any of the Work.

2.8 COMPLIANCE WITH LAWS: INDEPENDENT AUDITOR 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. INDEPENDENT AUDITOR'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, INDEPENDENT AUDITOR shall not discriminate against any employee, subcontractor, subconsultant, 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 INDEPENDENT AUDITOR and all persons retained or employed by INDEPENDENT AUDITOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. INDEPENDENT AUDITOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. INDEPENDENT AUDITOR and all persons retained or employed by INDEPENDENT AUDITOR 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 contract or otherwise, unless such authority is expressly conferred to INDEPENDENT AUDITOR 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, INDEPENDENT AUDITOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. INDEPENDENT AUDITOR shall procure and maintain the following insurance coverage, at its own expense:
- A. **Commercial General Liability Insurance:** INDEPENDENT AUDITOR 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:** INDEPENDENT AUDITOR 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 One Million Dollars (\$1,000,000.00) 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 INDEPENDENT AUDITOR 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 INDEPENDENT AUDITOR in the course of carrying out the Work contemplated in this Agreement.
 - D. **Errors & Omissions Insurance:** For the full term of this Agreement and for a period of three (3) years thereafter, INDEPENDENT AUDITOR shall procure and maintain Errors and Omissions Liability Insurance appropriate to INDEPENDENT AUDITOR's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

- 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 registered to do business 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 INDEPENDENT AUDITOR'S INSURANCE:** All policies of insurance provided by INDEPENDENT AUDITOR 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 INDEPENDENT AUDITOR's insurance and shall not contribute with it.

3.5 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit INDEPENDENT AUDITOR or INDEPENDENT AUDITOR's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. INDEPENDENT AUDITOR hereby waives all rights of subrogation against CITY.

3.6 **VERIFICATION OF COVERAGE:** INDEPENDENT AUDITOR 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, INDEPENDENT AUDITOR 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 INDEPENDENT AUDITOR's commencement of any work or any of the Work and annually thereafter. Upon CITY's written request, INDEPENDENT AUDITOR shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

4.1 The City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to the INDEPENDENT AUDITOR or any other person for, and the INDEPENDENT AUDITOR shall indemnify, defend and hold harmless Indemnitees

from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of the INDEPENDENT AUDITOR's performance of or failure to perform any services under this Agreement or by the negligent or willful acts or omissions of the INDEPENDENT AUDITOR, its agents, officers, directors, Subcontractors or employees, committed in performing any of the services under this Agreement, or resulting from a Subcontractor's performance of or failure to perform any services under this Agreement, but excluding such Claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel. In connection therewith:

- A. INDEPENDENT AUDITOR shall defend any action or actions filed in connection with any such Claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.
- B. INDEPENDENT AUDITOR shall promptly pay any judgment rendered against City or any City Personnel for any such Claims or liabilities.
- C. In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other Claims arising out of or in connection with the INDEPENDENT AUDITOR's and/or a Subcontractor's performance or failure to perform any Services under this Agreement, INDEPENDENT AUDITOR shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

4.2 CITY shall have the right to offset against the amount of any compensation due INDEPENDENT AUDITOR under this Agreement any amount due CITY from INDEPENDENT AUDITOR as a result of INDEPENDENT AUDITOR's failure to pay CITY promptly any indemnification arising under this Article and related to INDEPENDENT AUDITOR's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

4.3 The obligations of INDEPENDENT AUDITOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. INDEPENDENT AUDITOR 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.

4.4 CITY does not, and shall not, waive any rights that it may possess against INDEPENDENT AUDITOR 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.

4.5 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 INDEPENDENT AUDITOR a minimum of thirty (30) calendar days' prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, INDEPENDENT AUDITOR shall be compensated only for those services and tasks which have been performed by INDEPENDENT AUDITOR up to the effective date of the termination. INDEPENDENT AUDITOR may not terminate this Agreement except for cause as provided under Section 5.2, below. 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. INDEPENDENT AUDITOR shall cure the following Events of Defaults within the following time periods:

i. Within thirty (30) business days of CITY's issuance of a Default Notice for any failure of INDEPENDENT AUDITOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which INDEPENDENT AUDITOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 30-day cure period, INDEPENDENT AUDITOR

may submit a written request for additional time to cure the Event of Default upon a showing that INDEPENDENT AUDITOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-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 fifteen (15) calendar days from the end of the initial 30-day cure period; or

- ii. Within thirty (30) 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 30-day cure period, INDEPENDENT AUDITOR may submit a written request for additional time to cure the Event of Default upon a showing that INDEPENDENT AUDITOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-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 fifteen (15) calendar days from the end of the initial 30-day cure period.

In addition to any other failure on the part of INDEPENDENT AUDITOR 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 INDEPENDENT AUDITOR shall include, but shall not be limited to the following: (i) INDEPENDENT AUDITOR's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) INDEPENDENT AUDITOR'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) INDEPENDENT AUDITOR'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 INDEPENDENT AUDITOR, whether voluntary or involuntary; (v) INDEPENDENT AUDITOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) CITY's discovery that a statement representation or warranty by INDEPENDENT AUDITOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by INDEPENDENT AUDITOR within forty-five (45) calendar days of INDEPENDENT AUDITOR'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 INDEPENDENT AUDITOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of INDEPENDENT AUDITOR's Default Notice to CITY.

D. CITY, in its sole and absolute discretion, may also immediately suspend INDEPENDENT AUDITOR's performance under this Agreement pending INDEPENDENT AUDITOR's cure of any Event of Default by giving INDEPENDENT AUDITOR written notice of CITY's intent to suspend INDEPENDENT AUDITOR'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, INDEPENDENT AUDITOR shall be compensated only for those services and tasks which have been rendered by INDEPENDENT AUDITOR 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 INDEPENDENT AUDITOR, the CITY may immediately terminate this Agreement in whole or in part;
- ii. Upon written notice to INDEPENDENT AUDITOR, the CITY may extend the time of performance;
- iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for INDEPENDENT AUDITOR's breach of the Agreement or to terminate the Agreement; or
- iv. The CITY may exercise any other available and lawful right or remedy.

INDEPENDENT AUDITOR 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, INDEPENDENT AUDITOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to INDEPENDENT AUDITOR 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 CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by INDEPENDENT AUDITOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by INDEPENDENT AUDITOR 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. INDEPENDENT AUDITOR 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.
- 6.2 FALSE CLAIMS ACT:** INDEPENDENT AUDITOR warrants and represents that neither INDEPENDENT AUDITOR nor any person who is an officer of, in a managing position with, or has an ownership interest in INDEPENDENT AUDITOR 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.
- 6.3 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:

INDEPENDENT AUDITOR:
Eadie + Payne, LLP
3880 Lemon St., Ste. 300
Riverside, CA 92501
Attn: Donald N. Ecker
Phone: (951) 241-7800

CITY:
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255-4393
Attn: Ricardo Reyes, City Manager
Phone: (323) 584-6200

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.

6.4 **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.

6.5 **SUBCONTRACTING:** INDEPENDENT AUDITOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.6 **CITY'S RIGHT TO EMPLOY OTHER INDEPENDENT AUDITORS:** CITY reserves the right to employ other contractors in connection with the various projects worked upon by INDEPENDENT AUDITOR.

6.7 **PROHIBITED INTERESTS:** INDEPENDENT AUDITOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for INDEPENDENT AUDITOR, to solicit or secure this Agreement. Further, INDEPENDENT AUDITOR 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 INDEPENDENT AUDITOR, 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.

6.8 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.

6.9 **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.

6.10 **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.

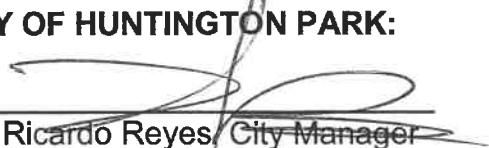
6.11 **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding on the successors and assigns of the Parties.

- 6.12 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.
- 6.13 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.
- 6.14 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.
- 6.15 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.
- 6.16 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.17 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.
- 6.18 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 INDEPENDENT AUDITOR 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.
- 6.19 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 counterpart 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 INDEPENDENT AUDITOR and the remaining two original counterparts shall be retained by CITY.

SIGNATURE PAGE TO FOLLOW

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, City Manager

Eadie + Payne, LLP:

By: 

Name: Donald N. Eckert

Title: Chairman

ATTEST:

By: 

Donna G. Schwartz, CMC
City Clerk

EXHIBIT "A"
SCOPE OF WORK
(SEE ATTACHED)

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1. Management's discussion and analysis;
2. General Fund, HUD HOME Program Special Revenue Fund and Community Development Block Grant Special Revenue Fund budgetary comparison schedules;
3. Schedules of changes in net pension liability and related ratios;
4. Schedules of proportionate share of net pension liability and related ratios;
5. Schedules of plan contributions;
6. Schedule of changes in net OPEB liability and related ratios;
7. Schedule of contributions - OPEB; and
8. Notes to required supplementary information.

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Huntington Park's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements or in a report combined with our auditor's report on the financial statements:

1. Individual and combining fund financial statements; and
2. Schedule of expenditures of federal awards.

The following additional information accompanying the basic financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1. Introductory section; and
2. Statistical section.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to above when considered in relation to the financial statements as a whole. The objective also includes reporting on --

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance, and the result of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, and that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of the accounting records of City of Huntington Park, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the City Council of City of Huntington Park. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

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Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures - Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards and *Government Auditing Standards* and the Uniform Guidance.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Huntington Park's compliance with provisions of applicable laws, regulations, contracts, agreements and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *Uniform Guidance Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Huntington Park's major programs. The purpose of these procedures will be to express an opinion on City of Huntington Park's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the basic financial statements, required supplementary information, combining and individual fund financial statements, schedule of expenditures of federal awards, and related notes of City of Huntington Park in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

We will perform agreed-upon procedures as described in the attached schedule (Attachment A) in connection with the Appropriation Limit Worksheet of the City of Huntington Park for the year ended June 30, 2019.

Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement.

Because the agreed-upon procedures listed in the attached schedule does not constitute an examination, we will not express an opinion. We will report only our procedures and our findings. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule.

We will prepare progress reports and make a presentation to the City Council as requested by City management in order to communicate significant findings and recommendations during the audit.

We will also meet with the Huntington Park team on a regular basis to assist the City to identify any significant issues and find solutions to challenges encountered during the audit.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit report period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

Management Responsibilities

Management is responsible for designing, implementing, establishing and maintaining effective internal controls, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

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Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Eadie and Payne, LLP, will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

With regard to an exempt offering document with which Eadie and Payne, LLP is not involved, you agree to clearly indicate in the exempt offering document that Eadie and Payne, LLP is not involved with the contents of such offering document.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date of the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishment and maintenance of a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, or attestation engagements performance audits or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

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You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

Eadie and Payne, LLP meets the independence requirements contained in the *Government Auditing Standards*, issued by the Comptroller General of the United States, and Rules 101 and 102 of the American Institute of CPAs Code of Professional Conduct with respect to the audit of the City of Huntington Park for the year ended June 30, 2019.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to City of Huntington Park; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, we understand that copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Eadie and Payne, LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to an oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Eadie and Payne, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Based on our discussions, we will perform our audit field work during a mutually acceptable time frame and, issue our audit report on the financial statements and issue our single audit report no later than their respective required due dates. Donald N. Ecker and Hong N. Nguyen are the client services executives and are responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

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Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter or comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2016 peer review accompanies this letter (Attachment B).

Our fees for these services will be \$75,000, including out-of-pocket costs (such as hotel, meals, postage, travel, telephone, etc.).

By your signature below, you acknowledge and agree that upon the expiration of the seven-year period, Eadie and Payne, LLP shall be free to destroy our records related to this engagement.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign this letter and return it to us.

Very truly yours,

EADIE AND PAYNE, LLP



Donald N. Ecker



Hong N. Nguyen

Accepted by the City of Huntington Park

Signature: _____

Title: _____

Date: _____

Attachments:

Attachment A - Agreed-Upon Procedures

Attachment B - Peer Review Letter

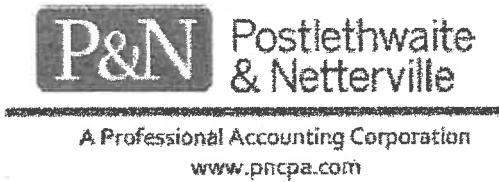
Terms and Conditions Addendum

ATTACHMENT A
AGREED-UPON PROCEDURES

Appropriation Limit Worksheet of the City of Huntington Park for the year ended June 30, 2019

1. We will obtain the completed worksheets (or other alternative computations), and compare the limit and annual adjustment factors included in those worksheets to the limit and annual adjustment factors that were adopted by resolution of the City Council. We will also compare the population and inflation options included in the aforementioned worksheets to those that were selected by a recorded vote of the City Council.
2. For the Appropriations Limit worksheet we will add line A, last year's limit, to line E, total adjustments, and agree the resulting amount to line F, this year's limit.
3. We will compare the current year information presented in the Appropriation Limit worksheet to the other worksheets described in No. 1 above.
4. We will compare the prior year appropriations limit presented in the Appropriations Limit worksheet to the prior year appropriations limit adopted by the City Council during the prior year.

ATTACHMENT B



System Review Report

To the Partners of Eadie & Payne, LLP
& the California Society of CPAs Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Eadie & Payne, LLP (the Firm) in effect for the year ended April 30, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.sicpa.org/prsummary.

As required by the standards, engagements selected for review included an engagement performed under Government Auditing Standards and an audit of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Eadie & Payne, LLP in effect for the year ended April 30, 2016, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Eadie & Payne, LLP has received a peer review rating of pass.

Postlethwaite & Netterville

Donaldsonville, Louisiana
December 16, 2016

Eadie and Payne, LLP's Terms and Conditions Addendum

Overview

This addendum to the engagement letter describes our standard terms and conditions ("Terms and Conditions") related to our provision of services to you. This addendum and the accompanying engagement letter comprise your agreement with us ("Agreement"). If there is any inconsistency between the engagement letter and this *Terms and Conditions Addendum*, the engagement letter will prevail to the extent of the inconsistency.

For the purposes of this *Terms and Conditions Addendum*, any reference to "we," "us," or "our" is a reference to Eadie and Payne, LLP, and any reference to "you," or "your" is a reference to the party or parties that have engaged us to provide services. References to "Agreement" mean the engagement letter or other written document describing the scope of services, any other attachments incorporated therein, and this *Terms and Conditions Addendum*.

Billing and Payment Terms

We will bill you for our professional fees and out-of-pocket costs upon completion of the service or monthly as work progresses. Payment is due within 30 days of the date on the billing statement. If payment is not received by the due date, you will be assessed interest charges of 1% per month on the unpaid balance.

We reserve the right to suspend or terminate our work for non-payment of fees. If our work is suspended or terminated, you agree that we will not be responsible for your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against you resulting from your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of our services.

Electronic Data Communication and Storage

In the interest of facilitating our services to you, we may send data over the Internet, or store electronic data via computer software applications hosted remotely on the Internet or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. We may use third party service providers to store or transmit this data, such as providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards. We require our third party vendors to do the same.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us or our third party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third party service providers during this engagement.

Client Portals

To enhance our services to you, we will utilize a client portal, a collaborative, virtual workspace in a protected, online environment. The client portal permits real-time collaboration across geographic boundaries and time zones and allows Eadie and Payne, LLP and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use the client portal, you will be required to execute a client portal agreement and agree to be bound by the terms, conditions and limitations of such agreement.

You agree that Eadie and Payne, LLP has no responsibility for the activities of the client portal and agree to indemnify and hold Eadie and Payne, LLP harmless with respect to any and all claims arising from or related to the operation of the client portal. While the client portal backs up your files to a third party server, we recommend that you also maintain your own backup files.

Items placed on the client portal will be deleted periodically according to firm policy.

Newsletters and Similar Communications

We may send newsletters, emails, explanations of technical developments or similar communications to you. These communications are of a general nature and should not be construed as professional advice. We may not send all such communications to you. These communications do not continue a client relationship with you, nor do they constitute advice or an undertaking on our part to monitor issues for you.

Records Management

Record Retention and Ownership

We will return all of your original records and documents provided to us at the conclusion of the engagement. Your records are the primary records for your operations and comprise the backup and support for your work product. Our copies of your records and documents are not a substitute for your own records and do not mitigate your record retention obligations under any applicable laws or regulations.

Workpapers and other documents created by us are our property and will remain in our control. Copies are not to be distributed without your written request and our prior written consent. Our workpapers will be maintained by us in accordance with our firm's record retention policy and any applicable legal and regulatory requirements.

Our firm destroys workpaper files after a period of 7 years. Catastrophic events or physical deterioration may result in damage to or destruction of our firm's records, causing the records to be unavailable before the expiration of the retention period as stated in our record retention policy.

Working Paper Access Requests by Regulators and Others

State, federal and foreign regulators may request access to or copies of certain workpapers pursuant to applicable legal or regulatory requirements. Requests also may arise with respect to peer review, an ethics investigation, or the sale of our accounting practice. If requested, access to such workpapers will be provided under the supervision of firm personnel. Regulators may request copies of selected workpapers to distribute the copies or information contained therein to others, including other governmental agencies.

If we receive a request for copies of selected workpapers, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such request as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit the disclosure of information. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests. This paragraph will survive termination of this Agreement.

Summons or Subpoenas

All information you provide to us in connection with this engagement will be maintained by us on a strictly confidential basis.

If we receive a summons or subpoena which our legal counsel determines requires us to produce documents from this engagement or testify about this engagement, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such summons or subpoena as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit discovery. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests. This paragraph will survive termination of this Agreement.

Disclaimer of Legal and Investment Advice

Our services under this Agreement do not constitute legal or investment advice unless specifically agreed to in the *Engagement Objective and Scope* section of this Agreement. We recommend that you retain legal counsel and investment advisors to provide such advice.

Brokerage or Investment Advisory Statements

If you provide our firm with copies of brokerage (or investment advisory) statements and/or read-only access to your accounts, we will use the information solely for the purpose described in the *Engagement Objective and Scope* section of the engagement letter. We will rely on the accuracy of the information provided in the statements and will not undertake any action to verify this information. We will not monitor transactions, investment activity, provide investment advice, or supervise the actions of the entity or individuals entering into transactions or investment activities on your behalf. We recommend you receive and carefully review all statements upon receipt, and direct any questions regarding account activity to your banker, broker or investment advisor.

Other Income, Losses and Expenses

If you realized income, loss or expense from a business or supplemental income or loss, the reporting requirements of federal and state income tax authorities apply to such income, loss or expense. You are responsible for complying with all applicable laws and regulations pertaining to such operations, including the classification of workers as employees or independent contractors and related payroll tax and withholding requirements.

Limitations on Oral and Email Communications

We may discuss with you our views regarding the treatment of certain items or decisions you may face. We may also provide you with information in an email. Any advice or information delivered orally or in an email (rather than through a memorandum delivered as an email attachment) will be based upon limited research and a limited discussion and analysis of the underlying facts. Additional research or a more complete review of the facts may affect our analysis and conclusions.

Due to these limitations and the related risks, it may or may not be appropriate to proceed with any decision solely on the basis of any oral or email communication. You accept all responsibility, except to the extent caused by the gross negligence or willful misconduct of Eadie and Payne, LLP, for any loss, cost or expense resulting from your decision (i) not to have us perform the research and analysis necessary to reach a more definitive conclusion and (ii) to instead rely on an oral or email communication. The limitation in this paragraph will not apply to an item of written advice that is a deliverable of a separate engagement. If you wish to engage us to provide formal advice on a matter on which we have communicated orally or by email, we will confirm this in a separate engagement letter.

Management Responsibilities

While Eadie and Payne, LLP can provide assistance and recommendations, you are responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee any services that Eadie and Payne, LLP provides. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. You are ultimately responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

Conflicts of Interest

If we, in our sole discretion, believe a conflict has arisen affecting our ability to deliver services to you in accordance with either the ethical standards of our firm or the ethical standards of our profession, we may be required to suspend or terminate our services without issuing our work product.

Alternative Dispute Resolution

If a dispute arises out of or relates to the Agreement including the scope of services contained herein, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under the *AAA Professional Accounting and Related Services Dispute Resolution Rules* before resorting to arbitration, litigation, or some other dispute resolution procedure. The mediator will be selected by agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be designated by the AAA. Any mediator so designated must be acceptable to all parties. The mediation will be conducted in California.

The mediation will be treated as a settlement discussion and, therefore, will be confidential. The mediator may not testify for either party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The costs of any mediation proceedings shall be shared equally by all parties. Any costs for legal representation shall be borne by the hiring party.

Proprietary Information

You acknowledge that proprietary information, documents, materials, management techniques and other intellectual property we use are a material source of the services we perform and were developed prior to our association with you. Any new forms, software, documents or intellectual property we develop during this engagement for your use shall belong to us, and you shall have the limited right to use them solely within your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements and other documents which we make available to you are confidential and proprietary to us. Neither you, nor any of your agents, will copy, electronically store, reproduce or make available to anyone other than your personnel, any such documents. This provision will apply to all materials whether in digital, "hard copy" format or other medium.

Statute of Limitations

You agree that any claim arising out of this Agreement shall be commenced within one (1) year of the delivery of the work product to you, regardless of any longer period of time for commencing such claim as may be set by law. A claim is understood to be a demand for money or services, the service of a suit, or the institution of arbitration proceedings against Eadie and Payne, LLP.

Termination and Withdrawal

We reserve the right to withdraw from the engagement without completing services for any reason, including, but not limited to, your failure to comply with the terms of this Agreement or as we determine professional standards require.

Assignment

All parties acknowledge and agree that the terms and conditions of this Agreement shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.

Severability

If any portion of this Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this Agreement.

Entire Agreement

The engagement letter, including this *Terms and Conditions Addendum* and any other attachments, encompasses the entire agreement of the parties and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this Agreement must be made in writing and signed by both parties.

DONALD N. ECKER

Client Service Executive

decker@ceos2.com | Office 951.241.7803

"Your team has been a pleasure to work with. Thank you for your unfailing pragmatism, expertise, and joviality the entire way. Thank you all for a job well done!"

-Aja Brown, Mayor, City of Compton



Chairman

EDUCATION

BS Degree in Business Administration, emphasis in Business, from California Polytechnic University, Pomona

Executive MBA from Northwestern University, Kellogg School of Management

Young Presidents' University Programs: Stanford, Buckhead - Georgia, Chicago, Monterey, Newport, Greece, Sweden, Taiwan, New Zealand, Colorado Springs, and Australia

PROFESSIONAL ORGANIZATIONS

American Institute of Certified Public Accountants

California Society of Certified Public Accountants

COMMUNITY ORGANIZATIONS

Greater Riverside Chamber of Commerce
Past Chairman

Citizen of the Year

Business of the Year

Volunteer of the Year

UC Riverside Board of Trustees-28 Years

Monday Morning Group-Past Chairman, 30 years

Founding member of Security Bank of California

Co-Chair Measure A

Has participated in raising \$100M for Charities throughout the Inland Empire

United Way of the Inland Valleys, Past Chairman

Licensed by the State of California
Years of Experience: 50

SUMMARY

Mr. Ecker joined Eadie + Payne in 2015 as Director of Risk Management. He serves as Risk Advisor and Leader in Communication with boards and top management in assuring clients that services are delivered consistent with commitments.

Mr. Ecker is a true entrepreneur having founded various businesses in three distinctly different sectors. He founded CEO Strategic Solutions, LLC. He works with CEOs in clarifying the mission and giving objective solutions for business success. He served on two public boards; having qualified as a "financial expert" for SEC reporting, and chaired both audit committees.

Mr. Ecker is a Retired Senior and Managing Partner/Practice Leader of EY, a global professional services firm, including Managing Partner of the Riverside Office. During his 20 plus year career he co-founded the Capital Markets Group for the firm and headed Entrepreneurial Services, Southern California, that had approximately 350 people. While Managing Partner of EY Riverside, he was the coordinating/Relationship Partner on RCTC. He played a key role in transportation dating back to Measure A in 1988 as well as Measure AA in 1992. He also led the bond analysis of RCTC Toll Road original 1st placement. He participated in P3 discussions between the California Private Transportation Company, Orange County Measure M, and Riverside County from 1988-1993. He was part of the team that successfully negotiated the partnership between OCTA and RCTC.

Mr. Ecker is one of E+P's client service executives currently serving the Cities of Compton, Oxnard, and Riverside, and San Bernardino County's 90 Special Districts.

Mr. Ecker has earned a trusted relationship with the State Controller's Office dating back to 2016.

Mr. Ecker's career in the public sector includes:

- City of Compton
- City of Oxnard
- City of Riverside (agreed-upon procedures)
- City of Stockton (agreed-upon procedures)
- Mission Inn, City of Riverside Transaction
- Orange County- post bankruptcy
- Riverside County
- Riverside County Transportation Commission
- San Bernardino County - 90 Special Districts

Private Sector Includes:

- Baker's Burgers
- Guthy Renker
- Press Enterprise (Belo)
- Stater Bros.
- Yeager Construction (Skanska)

HONG N. NGUYEN, CPA

Client Service Executive

hnguyen@eadiepaynellp.com | 951.241.7804

Ms. Nguyen strives for continual improvement and embraces being a positive resource to her clients.



Principal

EDUCATION

BS Degree in Business Administration, emphasis in Accounting, University of California, Riverside.

Brainard Strategy Leadership Academy graduate September 2018

PROFESSIONAL ORGANIZATIONS

American Institute of Certified Public Accountants

California Society of Certified Public Accountants

California Society of Municipal Finance Officers

COMMUNITY ORGANIZATIONS

Salvation Army San Bernardino, board member

SUMMARY

Ms. Nguyen joined Eadie + Payne in 2008 and was promoted to principal in 2018. Ms. Nguyen possesses a comprehensive understanding of governmental auditing standards and an ability to apply technical accounting and auditing knowledge to real-life situations of the clients she serves. She demonstrates professional judgment, makes sound decisions, and possesses strong project management and interpersonal skills.

She has been the Executive on numerous initial audit engagements and excels in gaining a thorough understanding of the entity's operations and procedures. She values integrity and continued improvement and empowering finance departments through assisting them in presenting sound financial statements.

Ms. Nguyen's governmental clients served include:

- Big Bear Municipal Water District
- City of Compton
- City of Industry
- City of Montebello
- City of Oxnard
- City of Pomona Redevelopment Agency
- City of San Fernando Redevelopment Agency
- City of Stockton
- Hesperia Recreation and Park District
- Inland Valley Development Agency
- Law Library for San Bernardino County
- San Bernardino County Special Districts
- San Bernardino Valley Water Conservation District

In most recent years, Ms. Nguyen assisted clients with some highly unique and complex compliance and financial reporting challenges. Her ability to analyze large quantities of financial data, internal controls, and accounting systems is what makes her valuable to our clients and the firm. She works closely with members of governance, management, and finance staff to provide solutions and to communicate relevant financial information.

She also serves as a technical standards review partner, serving as a second set of eyes to ensure that the financial statements are presented in accordance with appropriate accounting pronouncements.

RECENT RELEVANT CPE:

- AICPA Government Audit Quality Center Update: 2019, 2018, 2016
- Effective HUD Compliance Audits: 2019
- CSMFO Annual Conference 2019: CalPERS Leadership Update
- CSMFO Annual Conference 2019: ROPS Final or Not?
- CSMFO Annual Conference 2019: Coleman Report
- CSMFO Conference: 2018, 2017, 2016
- CSMFO Panel, Case in Point: Restoring Fiscal Credibility to Your City: 2018
- E+P Audit and Accounting Update: 2018, 2017, 2016
- Quarterly Yellow Book Updates: 2018, 2017
- AICPA Single Audit Fundamentals: 2018
- AICPA State and Local Government Audit Planning Considerations: 2018
- Understanding and Evaluating Internal Control: 2018
- In Focus: GASB Preliminary Reviews, Financial Reporting Model Improvements: 2018
- E+P Risk Assessment and Internal Control: 2017
- E+P Single Audit Update: 2016

Licensed by the State of California
Years of Experience: 11

DEBORAH L. CROWLEY, CPA

Technical Reviewer

dcrowley@eadiepaynellp.com | 951.241.7806



Partner, Attest

EDUCATION

BA Degree in Business Administration, emphasis in Accounting, California State University, San Bernardino

PROFESSIONAL ORGANIZATIONS

American Institute of Certified Public Accountants

California Society of Certified Public Accountants

California Special Districts Association

COMMUNITY ORGANIZATIONS

Kiwanis Club of San Bernardino

Family Service Association of Redlands

Friends of Prospect Park

CSUSB Business Alliance

Licensed by the State of California
Years of Experience: 38

SUMMARY

Ms. Crowley is Eadie + Payne's audit quality control partner. She performs the technical standards review for many of the Firm's audit engagements and serves as the liaison with the Firm's independent peer review team. Ms. Crowley has extensive experience working with Governmental entities, not-for-profit organizations, and for-profit entities.

Ms. Crowley has served as the engagement partner for the following entities:

- Consolidated Fire Agencies of the East Valley (CONFIRE JPA)
- Law Library for San Bernardino County
- Riverside County Sheriff's Department
- Riverside County Department of Public Social Services
- San Bernardino Regional Emergency Training Center
- San Bernardino Public Safety Authority
- San Bernardino Community College District
- San Bernardino Valley Water Conservation District
- Victor Valley Wastewater Reclamation Authority
- West Valley Water District (Treasurer)

In 2016 Ms. Crowley coordinated the Quality Control Review by the State Controller's Office (SCO) of E+P's work papers for the City of Oxnard. The successful conclusion was that the audit was performed in accordance with the standards and requirements set forth in GAGAS, GAAS, OMB Circular A-133, and the California Business and Professions Code.

Ms. Crowley served as lead partner in providing agreed-upon procedures and consulting services to former redevelopment agencies in several cities in Los Angeles County, Riverside County, and San Bernardino County and assisted these agencies with the unique and complex compliance and financial reporting requirements related to the dissolution of redevelopment agencies in California.

Ms. Crowley will conduct an engagement quality control review for the firm's audit of the County of San Bernardino's June 30, 2019, financial statements. Ms. Crowley will act as a second set of eyes to ensure that the engagement has been performed in accordance with Government Auditing Standards, AICPA's attestation standards, and firm policies.

RECENT RELEVANT CPE:

AICPA – 2018 Compliance supplement and Single Audit Update, and 2017 AICPA Government Audit Quality Center Update: 2018, 2017, 2016

AICPA GA QC Webinar: Auditor Independence in a SLG Environment, 2017

AICPA's Independence: Compliance with the Professional Code of Conduct and Practical Considerations 2018

AICPA's Single Audit Fundamentals 4 part webinar series 2017

CalCPA Governmental Accounting and Auditing Conference: 2016

AICPA's Webinar Series on GASB's Pension Standard: 2016

Professional Ethics in Practice 2018

E+P Audit and Accounting Update: 2018, 2017, 2016

New COSO Framework: 2015

MARY MAXION, CPA

Manager

mmaxion@eadiepaynellp.com | 951.241.7823



Manager

EDUCATION

BA Degree in Business Administration emphasis in Accounting, DeVry University, Long Beach, California

PROFESSIONAL ORGANIZATIONS

American Institute of Certified Public Accountants

California Society of Certified Public Accountants

SUMMARY

Ms. Maxion joined Eadie + Payne as a staff accountant in April 2017 and was promoted to manager in January 2019. Ms. Maxion demonstrates a strong understanding of generally accepted accounting principles, as well as governmental auditing standards. She has proven herself to be a valuable key team player by undertaking challenging assignments and overcoming them through efficient planning, sound decision making, and effective communicating, both internally and externally.

Ms. Maxion's clients served include:

- City of Compton
- City of Moreno Valley
- City of Oxnard
- Hesperia Recreation and Parks District
- Cal Bean and Grain Cooperative Inc.
- Calcot, Ltd.
- San Bernardino Special Districts
- Central Valley Almond Association
- Fisher Family Properties, LLC
- Inland Counties Regional Center, Inc.
- Partners Advantage Insurance LLC
- Southern California Professional Golfers' Association Foundation, Inc.
- TuffStuff Fitness International Inc.
- Ultimate Internet Access, Inc.
- Ventura Pacific Company

Ms. Maxion is a key person in the firm's largest government audit client for which she serves as a key player in assessing weaknesses in internal control by conducting interviews with department heads, documenting procedures, observations, and control testing. Ms. Maxion plays a critical role in processing and documenting over 200 findings, including interpreting State Controller's internal control findings. Ms. Maxion also assigns and supervises staff to complete work on multi-year engagements concurrently. She works with various City departments to manage the project work flow and communications of requested items in relation to the engagement.

RECENT RELEVANT CPE:

- AICPA –GAQC Update: 2019, 2018, 2017
- Quarterly Yellow Book Update: 2019
- E+P The Firm's System of Quality Control: 2019
- CSMFO Annual Conference, 2019: Fiscal Year-End Planning
- CSMFO Annual Conference, 2019: GFOA Best Practices
- CSMFO Annual Conference, 2019: Coleman Report
- AICPA – Single Audit Fundamentals, Parts 1-4, 2017
- CSMFO – The Coleman Report, 2018
- CSMFO – Avoiding the Pitfalls: Common Financial Reporting Deficiencies and Latest GASB Implementation Guidance, 2018
- CSMFO – The Future of IT and Smart Cities, 2018
- CSMFO – District 91 Risk and Compliance in Special Districts, 2018
- CSMFO – GASB Revisits the Financial Reporting Model, 2018
- CSMFO – Debt Disclosure Policies, 2018

Licensed by the State of California
Years of Experience: 3

SAM PANGAN, CPA

Senior Accountant

spangan@eadiepaynellp.com | 951.241.7829



Senior Accountant

EDUCATION

Bachelor of Technology in Accounting, British Columbia Institute of Technology

Associates Degree in Financial Management, British Columbia Institute of Technology

PROFESSIONAL ORGANIZATIONS

American Institute of Certified Public Accountants

California Society of Certified Public Accountants

Licensed by the State of California
Years of Experience: 4

SUMMARY

Ms. Pangan joined Eadie + Payne as a senior accountant in August 2018 and was promoted to supervisor in July 2019. Ms. Pangan displays a strong understanding of generally accepted accounting principles and governmental auditing standards through performing tests of internal controls and compliance of numerous local governments, both in financial statement and single audits. She has proved herself as a key team player in performing single audit engagements for the firm's largest government audit clients, for which she thoroughly plans and tests required compliance requirements to bring forth matters for client process improvements, including the documenting any applicable findings.

During Ms. Pangan's two years in industry accounting and finance roles prior to public accounting, she thrived in a fast-paced, and deadline-driven environments, which facilitated her strong suit in efficient planning and testing of audit responsibilities. She displays proficiency and fast adaption to technology and software systems by having been a key player in a major SAP accounting system transition which includes training third-party vendors both in remote and live class arrangements.

Ms. Pangan's clients served include:

- City of Aliso Viejo
- City of Claremont
- City of Compton
- City of El Cajon
- City of La Mesa
- City of La Verne
- City of Menifee
- City of Moorpark
- City of Oxnard
- City of Sierra Madre
- City of Thousand Oaks
- City of West Covina
- Pine Cove County Water District
- Riverside Highland Water Company
- Twentynine Palms Water District
- United Water Conservation District
- Vallecitos Water District
- Ventura Regional Sanitation District

RELEVANT RECENT CPE:

Audit Documentation: 2019

AICPA Government Audit Quality Center Update: 2019

CSMFO Annual Conference 2019: Balancing the Balance Sheet

CSMFO Annual Conference 2019: Fiscal Sustainability and Tech

AICPA – 2017 Auditing Update

Audits of State and Local Governments

California Rules and Regulations

A Single Audit Case Study: 2019

Opportunity Zones: A Remarkable Opportunity: 2019

AICPA Single Audit Fundamentals: 2018