AGENDA
Regular Meeting
Of the
CUDAHY CITY COUNCIL
And Joint Meeting
Of the
CITY OF CUDAHY AS SUCCESSOR AGENCY
TO THE CUDAHY DEVELOPMENT COMMISSION
To be held in the City Council Chambers
5240 Santa Ana Street, Cudahy, California
Tuesday, August 19, 2014 – 6:30 P.M.

In compliance with the Americans with Disabilities Act (ADA) if you need special assistance to participate in this meeting, you should contact the office of the City Clerk at (323) 773-5143 at least 72 hours in advance of the meeting. Note: Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the Reception Counter at City Hall located at 5220 Santa Ana Street, Cudahy, CA. 90201.

1. **CALL TO ORDER**

2. **ROLL CALL**

   Council/Agency Member Guerrero
   Council/Agency Member Oliva
   Council/Agency Member Sanchez
   Vice Mayor/Vice Chair Markovich
   Mayor/Chair Garcia

3. **PLEDGE OF ALLEGIANCE**

4. **INVOCATION**

5. **PRESENTATION**

   A. Community Alternative 7 (I-710 corridor improvement project) presentation, presented by Communities for a Better Environment

   B. Certificates of Completion for the Community Emergency Response Team participants

6. **ORAL COMMUNICATONS**

   (Mayor: This is the time set aside for citizens to address the City Council on matters relating to City Business. Anyone wishing to speak, please fill out the form located at the Council Chambers entrance and submit it to the City Clerk when approaching the podium. Each person will be allowed to speak only once and will be limited to three (3) minutes. When addressing the Council please speak into the microphone and voluntarily state your name and address.

7. CITY COUNCIL COMMENTS

(This is the time for the City Council to comment on any topics related to "City business," including announcements, reflections on city/ regional events, response to public comments, suggested discussion topics for future council meetings, general concerns about particular city matters, questions to the staff, and directives to the staff (subject to approval/ consent of the City Council majority members present, regarding staff directives). Each Councilmember will be allowed to speak for a period not to exceed three (3) minutes. Notwithstanding the foregoing, the City Council members shall not use this comment period for serial discussions or debate between members on City business matters not properly agendized. The City Attorney shall be responsible for regulating this aspect of the proceeding.)

8. CITY MANAGER REPORT (information only)

9. WAIVER OF FULL READING OF RESOLUTIONS AND ORDINANCES

Consideration to waive full text reading of all Resolutions and Ordinances by single motion made at the start of each meeting, subject to the ability of the City Council to read the full text of selected resolutions and ordinances when the item is addressed by subsequent motion. (COUNCIL/AGENCY)

Recommendation: It is recommended that the City Council approve the waiver of full reading of Resolutions and Ordinances.

10. CONSENT CALENDAR

Items under the Consent Calendar are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council/Agency Member so requests, in which event the item will be removed from the Consent Calendar and considered separately.

A. A request to approve the City Demands and Payroll for the month of June 2014 (COUNCIL/AGENCY)
Presented by Finance Department
Recommendation: Approve the City Demands and Payroll.

B. A request to approve the City Treasurer's Financial Report (LAIF) for the month of June 2014 (COUNCIL/AGENCY)
Presented by Finance Department
Recommendation: Approve the City Treasurer's Financial Report.

C. A request to approve the Cash and Investment Report for the month of June 2014 (COUNCIL/AGENCY)
Presented by Finance Department
Recommendation: Approve the Cash and Investment Report.

D. Consideration of Resolution No. 14-57, AUTHORIZING THE DELETION AND ADDITION OF AGENTS TO THE WELLS FARGO BANK FUND ACCOUNT.
Presented by Finance Department
Recommendation: Adopt Resolution No.14-57.

E. Consideration of Resolution No. 14-58, AUTHORIZING THE DELETION AND ADDITION OF A SIGNATORY TO THE LOCAL AGENCY INVESTMENT FUND ACCOUNT (LAIF).
Presented by Finance Department
Recommendation: Adopt Resolution No. 14-58.

11. CITY COUNCIL BUSINESS SESSION

A. **Continued from July 15 and August 5, 2014** – Discussion on Planning Department fees, permit application and practices and consideration of Resolution No 14-54, REVISING VARIOUS DEVELOPMENT FEES PAYABLE TO THE CITY UNDER ORDINANCE NO. 376 ADOPTED ON August 31, 1987 ENABLING FROM TIME TO TIME, THE UPDATING, AMENDING, AND IMPLEMENTING ALTERNATIVE METHODS FOR THE COLLECTION OF SAID FEES BY RESOLUTION ENABLING THE CITY TO RECOVER CERTAIN DEVELOPMENT PROJECT APPLICATION COSTS INCURRED BY CITY DURING THE COURSE OF PROCESSING OF THE APPLICATION.
Presented by Acting Community Development Director

Recommendation: Adopt Resolution No. 14-54.

B. **Continued from August 5, 2014** - Consideration of Resolution No. 14-55, SUPPORTING THE DEVELOPMENT AND IMPLEMENTATION OF THE CUDAHY CITY-WIDE SAFE ROUTES TO SCHOOL PLAN AND PROGRAM, AND TO WORK WITH THE PUBLIC SCHOOLS IN CUDAHY TO ENSURE THESE GOALS ARE ACCOMPLISHED.
Presented by Acting Community Development Director

Recommendation: Adopt Resolution No. 14-55.

C. **Continued from August 5, 2014** - Introduction of Ordinance No. 637, AMENDING ARTICLE II (FIREARMS) OF CHAPTER 9.04 (CRIMINAL CODE) OF TITLE 9 (PUBLIC PEACE, MORAL AND WELFARE) OF THE CITY OF CUDAHY MUNICIPAL CODE.
Presented by Acting Community Development Director

Recommendation: Introduce Ordinance No. 637.

D. Fiscal Year 14/15 Budget Update.
Presented by Finance Director

Recommendation: Grant the City Manager time to review the Recommended Budget for Fiscal Year 14/15 and incorporate changes based upon the City Council strategic plan and Strengths, Weaknesses, Opportunities and Threats (SWOT) analysis.

E. Award Contract to Hirsch & Associates, Inc. in an Amount not to exceed $77,300.00 and $2,000.00 Reimbursable Expenses, for Project Management and Design Services for Clara Park Expansion Project Phase III.
Presented by Acting Community Development Director

Recommendation: Award Contract.

F. Report regarding Water Quality and Regulations Imposed by the State Water Resources Control Board Due to Water Shortage in the State of California.
Presented by Acting Community Development Director

G. Internal Controls Update
Presented by Finance Director

12. CITY COUNCIL AS SUCCESSOR AGENCY BUSINESS SESSION

A. Consideration of Resolution No. SA14-26, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH URBAN FUTURES, INC. FOR THE PREPARATION OF A LONG-RANGE PROPERTY MANAGEMENT PLAN PURSUANT TO HEALTH AND SAFETY CODE SECTION 34191.5(B).
Presented by Acting Community Development Director

Recommendation: Adopt Resolution.

B. Consideration of Resolution No. SA14-27, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HR DYNAMICS AND PERFORMANCE MANAGEMENT TO PROVIDE ASSISTANCE WITH ECONOMIC DEVELOPMENT MATTERS, FACILITATE A STRATEGIC PLAN, AND MANAGE SUCCESSOR AGENCY MATTERS
Presented by Acting Community Development Director

Recommendation: Adopt Resolution.

C. Introduction of Ordinance No. 638, REGARDING MEETING TIME OF REGULAR CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS.
Presented by Acting Community Development Director

Recommendation: Introduce Ordinance No. 638.

13. COUNCIL DISCUSSION

A. Discussion item regarding senior trips FY 14/15. (Oliva)

B. Discussion item regarding bicycles lanes. (Sanchez)

C. Discussion on CERT Committee and an Emergency Plan Update. (Oliva)

D. Discussion on Update of Procurement of City's Insurance Provider. (Sanchez)

E. Discussion of Ordinance of Illegal Fireworks. (Sanchez)

F. Discussion Regarding Update of Plaza de Cudahy. (Garcia)

G. Discussion of Appointing an EDC Board Member. (Garcia)

H. Discussion of City Holiday Celebration/Parade. (Sanchez)

14. ORAL COMMUNICATIONS (Oral Communications on Closed Session items. Each person will be allowed to speak only once and will be limited to three (3) minutes. When addressing the Council please speak into the microphone and voluntarily state your name and address.

RECESS TO CLOSED SESSION

15. CLOSED SESSION

A. Pursuant to Government Code Section 54956.9(d)(2) and 54956.9(e)(1)
Conference with Legal Counsel to Discuss Matter Involving Potential Litigation and/or Significant Exposure to Litigation – One (1) potential matter – This Matter will be heard jointly by the Cudahy City Council and the Cudahy City Council in its capacity as Successor Agency to the Cudahy Redevelopment Agency.

B. Pursuant to Government Code Sections 54956.9(d)(2) and 54956.9(e)(1)
Conference with Legal Counsel to Discuss Matter Involving Potential Litigation/Significant Exposure to Litigation – Two (2) potential matters.

C. Pursuant to Government Code Sections 54956.9(d)(2) and 54956.9(e)(3):
Conference with Legal Counsel to Discuss Matter Involving Anticipated Litigation/Significant exposure to litigation – One (1) potential case.

RECONVENE TO OPEN SESSION

16. CLOSED SESSION ANNOUNCEMENT

17. ADJOURNMENT

Cudahy City Council will adjourn to a Regular and Joint Meeting as Successor Agency to the Cudahy Development Commission on Tuesday, September 2, 2014 at 6:30 p.m.

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at Cudahy City Hall, Bedwell Hall, and Clara and Lugo Park not less than 72 hours prior to the meeting. A copy of said Agenda is on file in the Office of the City Clerk.

Dated this 15th Day of August 2014

DONNA G. SCHWARTZ, CMC, Interim City Clerk

AGENDA REPORT

MEETING DATE: August 19, 2014

TO: Honorable Mayor and Members of the City Council

THROUGH: Finance

FROM: Steven Dobrenen

TITLE: Demands and Payroll for the Month of June, 2014

RECOMMENDATION:

It is recommended that the City Council approve the Demands and Payroll for the month of June, 2014

SUMMARY:

The following listed demands and payroll have been audited by the Finance Department:

Computer warrants	37254 - 37361
Void checks	None
Total amount disbursed	$1,019,552.65

Payroll Warrants including payroll taxes and insurance premiums:

	June 12, 2014	June 26, 2014
Issued Warrants Number	18076 - 18147	18148 - 18259
Voided Warrants		18148 - 18200, 18220, 18252
Issued Warrants Amounts	$ 9,714.87	$ 8,928.14
Direct Deposits	49,656.27	48,356.79
CalPERS Direct Deposit (a)	28,357.20	
CalPERS Direct Deposit (b)	35,315.84	
Payroll taxes (c)	10,162.00	10,542.81
Total Amount	$ 133,206.18	$ 67,827.74
Note (a) - Payments for CalPERS medical insurance		
Note (b) - Payments for CalPERS retirement contributions		
Note (c) - Federal and State payroll taxes		

The Finance Director certifies to the accuracy and availability of funds for payment. A Demand/Warrant Register has been submitted to the City Council for approval. It is requested the listed demands be approved for payment and the payment of payroll be approved and ratified. It is also requested that the listed warrants be approved for payment.

City of Cudahy BANK: WELLS FARGO BANK

Check Number	Check Date / Void/Stop Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
37254	06/03/2014	1778	ALL CITY MANAGEMENT	1,724.40	1,724.40
		Printed	CROSSING GUARD - APR 27-MAY 10	0.00	

Ref#	GL Number	Gross	Discount	Amount
25245	001-4520-6730.000	1,724.40	0.00	1,724.40
			Check Amount	1,724.40

37255	06/03/2014	0057-2	AT & T PHONE SERVICE	388.44	388.44
		Printed	LAND LINE LUGO PARK EMER OPER	0.00	

Ref#	GL Number	Gross	Discount	Amount
25236	001-4025-6390.000	388.44	0.00	388.44
			Check Amount	388.44

37256	06/03/2014	10120	AT & T-CINGULAR WIRELESS	2,099.07	2,099.07
		Printed	REISSUE PAYMENT CITY LAND LINE	0.00	

Ref#	GL Number	Gross	Discount	Amount
25235	201-4425-6390.000	179.95	0.00	179.95
25235	001-4011-6390.000	149.52	0.00	149.52
25235	001-4020-6390.000	611.14	0.00	611.14
25235	001-4410-6390.000	33.04	0.00	33.04
25235	001-4350-6390.000	96.67	0.00	96.67
25235	001-4025-6390.000	1,028.75	0.00	1,028.75
			Check Amount	2,099.07

37257	06/03/2014	6080	B & M LAWN & GARDEN INC.	205.99	205.99
		Printed	SERVICED RIDING MOWER	0.00	

Ref#	GL Number	Gross	Discount	Amount
25244	001-4410-6770.000	205.99	0.00	205.99
			Check Amount	205.99

37258	06/03/2014	0552	BELL PLUMBING & HEATING	1,810.00	1,810.00
		Printed	SERVICED SEWER MAIN LINE	0.00	

Ref#	GL Number	Gross	Discount	Amount
25242	001-4410-6140.000	1,135.00	0.00	1,135.00
25243	001-4410-6761.000	675.00	0.00	675.00
			Check Amount	1,810.00

37259	06/03/2014	5136	BSN	2,524.77	2,524.77
		Printed	YOUTH SPORTS EQUIPMENT	0.00	

Ref#	GL Number	Gross	Discount	Amount
25224	001-4350-6230.000	2,524.77	0.00	2,524.77
			Check Amount	2,524.77

37260	06/03/2014	4546	CENTRAL BASIN MUNICIPAL WATER	204.60	204.60
		Printed	RECYCLED WATER MARCH 2014	0.00	

Ref#	GL Number	Gross	Discount	Amount
25239	001-4410-6395.000	204.60	0.00	204.60
			Check Amount	204.60

37261	06/03/2014	5189	COMMUNITY DEVELOPMENT COMM	30,605.00	30,605.00
		Printed	PROGRAM INCOME JANUARY 2006	0.00	

Ref#	GL Number	Gross	Discount	Amount

Check Number	Check Date / Void/Stop Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
	25210	001-0000-4909.000	500.00	0.00	500.00
	25211	300-0000-4550.000	30,105.00	0.00	30,105.00
				Check Amount	30,605.00
37262	06/03/2014	6045	CONTRERAS GARDEN SUPPLY	260.50	260.50
		Printed	MAINTENANCE ON EQUIPEMENT	0.00	
	Ref#	GL Number	Gross	Discount	Amount
	25240	001-4410-6770.000	260.50	0.00	260.50
				Check Amount	260.50
37263	06/03/2014	1206	COUNTY OF LOS ANGELES IND WAST	1,631.86	1,631.86
		Printed	INDUSTRIAL WASTE APRIL 2014	0.00	
	Ref#	GL Number	Gross	Discount	Amount
	25212	001-4212-6752.000	1,631.86	0.00	1,631.86
				Check Amount	1,631.86
37264	06/03/2014	9719	CSG CONSULTANTS, INC.	2,868.14	2,868.14
		Printed	PLAN CHECK	0.00	
	Ref#	GL Number	Gross	Discount	Amount
	25247	001-4215-6720.000	2,868.14	0.00	2,868.14
				Check Amount	2,868.14
37265	06/03/2014	10005	DAPEER, ROSENBLIT & LITVAK	1,177.74	1,177.74
		Printed	CODE ENFORCEMENT SRV APRIL2014	0.00	
	Ref#	GL Number	Gross	Discount	Amount
	25208	510-4230-6755.000	1,177.74	0.00	1,177.74
				Check Amount	1,177.74
37266	06/03/2014	8116	DE SANTIAGO ALEX	302.00	302.00
		Printed	UMPIRE	0.00	
	Ref#	GL Number	Gross	Discount	Amount
	25223	001-4350-6590.000	144.00	0.00	144.00
	25226	001-4350-6590.000	158.00	0.00	158.00
				Check Amount	302.00
37267	06/03/2014	9998	DOWNEY SIGN & LIGHTING	1,742.41	1,742.41
		Printed	THREE LIGHT POLES SERVICED	0.00	
	Ref#	GL Number	Gross	Discount	Amount
	25241	350-4430-6775.000	1,742.41	0.00	1,742.41
				Check Amount	1,742.41
37268	06/03/2014	10082	DUNN EDWARDS	125.65	125.65
		Printed	WHITE PAINT LUGO PARK RESTROOM	0.00	
	Ref#	GL Number	Gross	Discount	Amount
	25237	001-4025-6010.000	125.65	0.00	125.65
				Check Amount	125.65
37269	06/03/2014	9983	FIESTA TAXI COOPERATIVE, INC.	3,042.32	3,042.32
		Printed	DIAL A RIDE SERVICES APRIL2014	0.00	
	Ref#	GL Number	Gross	Discount	Amount
	25216	252-4750-6780.000	3,042.32	0.00	3,042.32

Check Number	Check Date / Void/Stop Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
				Check Amount 3,042.32	
37270	06/03/2014	5139	GAONA CHUCK III	144.00	144.00
		Printed	UMPIRE	0.00	
	Ref# 25222	GL Number 001-4350-6590.000	Gross 144.00	Discount 0.00	Amount 144.00
				Check Amount 144.00	
37271	06/03/2014	2139-2	HDL COREN & CONE	4,000.00	4,000.00
		Printed	TAX ALLOCATION MARCH 2014	0.00	
	Ref# 25207	GL Number 610-4930-6808.000	Gross 4,000.00	Discount 0.00	Amount 4,000.00
				Check Amount 4,000.00	
37272	06/03/2014	10106	HR DYNAMICS & PERFORMANCE MGNT	9,807.60	9,807.60
		Printed	CITY MANAGEMENT SERVICES	0.00	
	Ref# 25206	GL Number 001-4011-5100.000	Gross 3,269.20	Discount 0.00	Amount 3,269.20
	25248	001-4011-5100.000	6,538.40	0.00	6,538.40
				Check Amount 9,807.60	
37273	06/03/2014	2378	ITL, INC.	2,923.83	2,923.83
		Printed	FUEL	0.00	
	Ref# 25228	GL Number 001-4410-6040.000	Gross 213.84	Discount 0.00	Amount 213.84
	25228	001-4530-6040.000	307.52	0.00	307.52
	25228	201-4425-6040.000	106.27	0.00	106.27
	25229	001-4410-6040.000	394.69	0.00	394.69
	25229	001-4530-6040.000	375.93	0.00	375.93
	25229	001-4502-6040.000	72.93	0.00	72.93
	25229	201-4425-6040.000	160.54	0.00	160.54
	25231	001-4530-6040.000	374.81	0.00	374.81
	25231	001-4020-6080.000	134.46	0.00	134.46
	25231	710-6010-6585.000	63.65	0.00	63.65
	25231	201-4425-6040.000	212.63	0.00	212.63
	25231	001-4410-6040.000	506.56	0.00	506.56
				Check Amount 2,923.83	
37274	06/03/2014	10119	KEN AL-LMAM, CPA	55.00	55.00
		Printed	2014 GASB UPDATE JUNE 11, 2014	0.00	
	Ref# 25234	GL Number 001-4151-6392.000	Gross 55.00	Discount 0.00	Amount 55.00
				Check Amount 55.00	
37275	06/03/2014	8057	KONICA MINOLTA BUSINESS	150.52	150.52
		Printed	MONTHLY SERVICE OFFICE EQUIP	0.00	
	Ref# 25238	GL Number 001-4020-6370.000	Gross 150.52	Discount 0.00	Amount 150.52
				Check Amount 150.52	
37276	06/03/2014	9607	LEWIS BRISBOIS BISGAAD & SMIIT	3,034.00	3,034.00
		Printed	LEGAL SERVICES C.R.A.	0.00	
	Ref#	GL Number	Gross	Discount	Amount

Check Number	Check Date / Void/Stop Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
	25217	610-4930-6755.000	3,034.00	0.00	3,034.00
				Check Amount	3,034.00
37277	06/03/2014	9680	MORENO MARK	144.00	144.00
		Printed	UMPIRE	0.00	
	Ref# 25215	GL Number 001-4350-6590.000	Gross 144.00	Discount 0.00	Amount 144.00
				Check Amount	144.00
37278	06/03/2014	9681	MORENO YAID	256.00	256.00
		Printed	UMPIRE	0.00	
	Ref# 25221	GL Number 001-4350-6590.000	Gross 256.00	Discount 0.00	Amount 256.00
				Check Amount	256.00
37279	06/03/2014	10069	MURILLO DIDIER	73.68	73.68
		Printed	FED EXPRESS MAIL MAY 20, 2014	0.00	
	Ref# 25218	GL Number 001-4210-6385.000	Gross 73.68	Discount 0.00	Amount 73.68
				Check Amount	73.68
37280	06/03/2014	1978-1	OFFICE DEPOT CREDIT PLAN	222.43	222.43
		Printed	OFFICE SUPPLIES	0.00	
	Ref# 25233	GL Number 001-4015-6080.000	Gross 29.31	Discount 0.00	Amount 29.31
	25233	001-4008-6080.000	39.60	0.00	39.60
	25233	001-4018-6080.000	15.61	0.00	15.61
	25233	001-4160-6080.000	15.82	0.00	15.82
	25233	001-4020-6080.000	122.09	0.00	122.09
				Check Amount	222.43
37281	06/03/2014	9970	OLIVAREZ MADRUGA, P.C.	37,818.00	37,818.00
		Printed	LEGAL SERVICES FEBRUARY 2014	0.00	
	Ref# 25230	GL Number 610-4930-6755.000	Gross 4,047.50	Discount 0.00	Amount 4,047.50
	25230	001-4005-6755.000	20,000.00	0.00	20,000.00
	25230	001-4005-6755.000	13,770.50	0.00	13,770.50
				Check Amount	37,818.00
37282	06/03/2014	10003	RODRIGUEZ BRENDA	300.00	300.00
		Printed	BOOK FAIR EVENT- FACE PAINTING	0.00	
	Ref# 25213	GL Number 001-4310-6389.000	Gross 300.00	Discount 0.00	Amount 300.00
				Check Amount	300.00
37283	06/03/2014	9670	S & S WORLDWIDE	421.83	421.83
		Printed	GAME TABLES - TEEN CENTER	0.00	
	Ref# 25225	GL Number 001-4350-6993.000	Gross 421.83	Discount 0.00	Amount 421.83
				Check Amount	421.83

Check Number	Check Date / Void/Stop Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
37284	06/03/2014	5489	SOURCE ONE	107.55	107.55
		Printed	COPIER PAPER	0.00	

Ref#	GL Number	Gross	Discount	Amount
25232	001-4020-6080.000	71.70	0.00	71.70
25232	001-4350-6080.000	35.85	0.00	35.85
			Check Amount	107.55

37285	06/03/2014	0070	SOUTHERN CALIFORNIA EDISON	17,256.32	17,256.32
		Printed	ELECTRICITY BILLL	0.00	

Ref#	GL Number	Gross	Discount	Amount
25209	350-4430-6318.000	6,452.23	0.00	6,452.23
25209	001-4410-6318.000	5,999.90	0.00	5,999.90
25209	001-4020-6318.000	3,573.89	0.00	3,573.89
25209	201-4420-6318.000	1,230.30	0.00	1,230.30
			Check Amount	17,256.32

37286	06/03/2014	10004	TALAMANTES ROBERT	400.00	400.00
		Printed	BOOK FAIR - SOUND SYSTEM	0.00	

Ref#	GL Number	Gross	Discount	Amount
25214	001-4310-6389.000	400.00	0.00	400.00
			Check Amount	400.00

37287	06/03/2014	0071	THE GAS COMPANY	61.53	61.53
		Printed	GAS CHARGES	0.00	

Ref#	GL Number	Gross	Discount	Amount
25246	001-4410-6380.000	61.53	0.00	61.53
			Check Amount	61.53

37288	06/03/2014	7015	THE UPS STORE #5461	222.00	222.00
		Printed	LIVE SCAN CITY VOLUNTEERS	0.00	

Ref#	GL Number	Gross	Discount	Amount
25227	001-4015-6320.000	222.00	0.00	222.00
			Check Amount	222.00

37289	06/03/2014	10099	TRUJILLO VICTOR	396.00	396.00
		Printed	UMPIRE	0.00	

Ref#	GL Number	Gross	Discount	Amount
25220	001-4350-6590.000	396.00	0.00	396.00
			Check Amount	396.00

37290	06/03/2014	9542	ZARAGOZA SERGIO	402.00	402.00
		Printed	UMPIRE	0.00	

Ref#	GL Number	Gross	Discount	Amount
25219	001-4350-6590.000	402.00	0.00	402.00
			Check Amount	402.00

37291	06/10/2014	10106	HR DYNAMICS & PERFORMANCE MGNT	3,400.00	3,400.00
		Printed	PERFORMANCE MANAGEMENT	0.00	

Ref#	GL Number	Gross	Discount	Amount
25249	001-4001-6720.000	3,400.00	0.00	3,400.00
			Check Amount	3,400.00

Check Number	Check Date / Void/Stop Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
37292	06/11/2014	2932	AMERICAN PROMOTIONAL EVENTS	17,625.00	17,625.00
		Printed	CYF FIREWORK FUNDRAISER	0.00	

Ref#	GL Number	Gross	Discount	Amount
25270	710-6014-6030.000	17,625.00	0.00	17,625.00
			Check Amount	17,625.00

37293	06/11/2014	0057-1	AT & T INTERNET SERVICES	36.17	36.17
		Printed	U-VERSE INTERNET SERVICE	0.00	

Ref#	GL Number	Gross	Discount	Amount
25250	001-4350-6390.000	36.17	0.00	36.17
			Check Amount	36.17

37294	06/11/2014	9966	AT & T LONG DISTANCE SERVICE	50.12	50.12
		Printed	LONG DISTANCE CHARGES	0.00	

Ref#	GL Number	Gross	Discount	Amount
25252	001-4020-6390.000	50.12	0.00	50.12
			Check Amount	50.12

37295	06/11/2014	0186	COUNTY OF LOS ANGELES	5,657.29	5,657.29
		Printed	ANIMAL CARE AND CONTROL APRIL	0.00	

Ref#	GL Number	Gross	Discount	Amount
25259	001-4510-6703.000	5,657.29	0.00	5,657.29
			Check Amount	5,657.29

37296	06/11/2014	10112	DE LA CRUZ TORIBIA MARIA	200.00	200.00
		Printed	SPRING RECREATIONAL CLASS	0.00	

Ref#	GL Number	Gross	Discount	Amount
25274	001-4310-6389.000	200.00	0.00	200.00
			Check Amount	200.00

37297	06/11/2014	10020	GARCIA CHRISTOPHER	141.12	141.12
		Printed	MILLAGE EXPENSE REIMBURSEMENT	0.00	

Ref#	GL Number	Gross	Discount	Amount
25251	001-4001-6391.000	141.12	0.00	141.12
			Check Amount	141.12

37298	06/11/2014	0126-1	GOLDEN STATE WATER COMPANY	63.78	63.78
		Printed	WATER SERVICE 5268 FOSTORIA ST	0.00	

Ref#	GL Number	Gross	Discount	Amount
25263	201-4425-6395.000	63.78	0.00	63.78
			Check Amount	63.78

37299	06/11/2014	2724	HOME DEPOT CREDIT SERVICES	1,266.01	1,266.01
		Printed	HARDWARE AND SUPPLIES	0.00	

Ref#	GL Number	Gross	Discount	Amount
25253	001-4410-6140.000	730.80	0.00	730.80
25253	001-4025-6010.000	535.21	0.00	535.21
			Check Amount	1,266.01

37300	06/11/2014	0042	HUNTINGTON PARK RUBBER STAMP	30.14	30.14
		Printed	NAME BADGE VICE MAYOR	0.00	

Check Number	Check Date / Void/Stop Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount

Ref#	GL Number	Gross	Discount	Amount
25260	001-4350-6715.000	14.39	0.00	14.39
25261	001-4001-6085.000	15.75	0.00	15.75
			Check Amount	30.14

37301	06/11/2014	10113	MALAGON BLANCA E	200.00	200.00
		Printed	SPRING RECREATIONAL CLASS	0.00	

Ref#	GL Number	Gross	Discount	Amount
25273	001-4310-6389.000	200.00	0.00	200.00
			Check Amount	200.00

37302	06/11/2014	7026	MARTINEZ GUADALUPE	200.00	200.00
		Printed	SPRING RECREATIONAL CLASS	0.00	

Ref#	GL Number	Gross	Discount	Amount
25271	001-4310-6389.000	200.00	0.00	200.00
			Check Amount	200.00

37303	06/11/2014	1338-1	METROPOLITAN TRANSPORTATION	3,623.00	3,623.00
		Printed	TAP APRIL 2014	0.00	

Ref#	GL Number	Gross	Discount	Amount
25262	251-4760-6550.000	3,623.00	0.00	3,623.00
			Check Amount	3,623.00

37304	06/11/2014	7014	NATIONWIDE ENVIRONMENTAL	9,045.49	9,045.49
		Printed	STREET & PARK SWEEPING MAY	0.00	

Ref#	GL Number	Gross	Discount	Amount
25258	201-4425-6778.000	9,045.49	0.00	9,045.49
			Check Amount	9,045.49

37305	06/11/2014	10081	NEOFUNDS BY NEOPOST	800.00	800.00
		Printed	POSTAGE	0.00	

Ref#	GL Number	Gross	Discount	Amount
25256	001-4020-6385.000	800.00	0.00	800.00
			Check Amount	800.00

37306	06/11/2014	1978	OFFICE DEPOT BUSINESS	980.41	980.41
		Printed	OFFICE SUPPLIES	0.00	

Ref#	GL Number	Gross	Discount	Amount
25264	001-4310-6389.000	414.20	0.00	414.20
25265	001-4310-6389.000	21.80	0.00	21.80
25266	001-4008-6080.000	11.43	0.00	11.43
25267	001-4151-6080.000	16.35	0.00	16.35
25268	001-4018-6080.000	207.08	0.00	207.08
25269	001-4008-6080.000	309.55	0.00	309.55
			Check Amount	980.41

37307	06/11/2014	0058-2	PURCHASE POWER	429.73	429.73
		Printed	POSTAGE	0.00	

Ref#	GL Number	Gross	Discount	Amount
25257	001-4502-6385.000	214.87	0.00	214.87
25257	001-4020-6385.000	214.86	0.00	214.86
			Check Amount	429.73

City of Cudahy BANK: WELLS FARGO BANK

Check Number	Check Date / Void/Stop Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
37308	06/11/2014	10117	RAMIREZ STEPHANIE SUZETTE	200.00	200.00
		Printed	SPRING RECREATIONAL CLASS	0.00	

Ref#	GL Number	Gross	Discount	Amount
25272	001-4310-6389.000	200.00	0.00	200.00
			Check Amount	200.00

37309	06/11/2014	0071	THE GAS COMPANY	109.64	109.64
		Printed	GAS CHARGES 5220 SANTA ANA STR	0.00	

Ref#	GL Number	Gross	Discount	Amount
25254	001-4410-6380.000	73.44	0.00	73.44
25255	001-4020-6380.000	36.20	0.00	36.20
			Check Amount	109.64

37310	06/18/2014	4550	235- PRAXAIR DISTRIBUTION INC.	39.75	39.75
		Printed	CYLINDER RENTAL	0.00	

Ref#	GL Number	Gross	Discount	Amount
25285	201-4425-6150.000	39.75	0.00	39.75
			Check Amount	39.75

37311	06/18/2014	0057-3	AT & T CALNET 2	1,695.48	1,695.48
		Printed	AT & T CALNET2	0.00	

Ref#	GL Number	Gross	Discount	Amount
25291	001-4020-6390.000	1,695.48	0.00	1,695.48
			Check Amount	1,695.48

37312	06/18/2014	0552	BELL PLUMBING & HEATING	215.76	215.76
		Printed	SERVICE WOMEN'S RESTROOM	0.00	

Ref#	GL Number	Gross	Discount	Amount
25286	001-4025-6765.000	215.76	0.00	215.76
			Check Amount	215.76

37313	06/18/2014	2289	CONSOLIDATED DISPOSAL	63,600.32	63,600.32
		Printed	REFUSE ASSESSMENT THRU MAY2014	0.00	

Ref#	GL Number	Gross	Discount	Amount
25290	730-0000-2007.000	63,600.32	0.00	63,600.32
			Check Amount	63,600.32

37314	06/18/2014	8116	DE SANTIAGO ALEX	54.00	54.00
		Printed	UMPIRE	0.00	

Ref#	GL Number	Gross	Discount	Amount
25284	001-4350-6590.000	54.00	0.00	54.00
			Check Amount	54.00

37315	06/18/2014	0569	FEDERAL EXPRESS SERVICES	32.20	32.20
		Printed	FEDEX EXPRESS MAIL	0.00	

Ref#	GL Number	Gross	Discount	Amount
25275	001-4020-6385.000	32.20	0.00	32.20
			Check Amount	32.20

37316	06/18/2014	8018	FERNANDO'S HARDWARE & LUMBER	460.56	460.56
		Printed	ASPHALT BAGS	0.00	

Check Number	Check Date / Void/Stop Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
	Ref# 25283	GL Number 253-4425-6150.000	Gross 460.56	Discount 0.00	Amount 460.56
				Check Amount	460.56
37317	06/18/2014	6087	FIRST AMERICAN DATA TREE	99.00	99.00
		Printed	RECORDED DOCUMENTS MAY 2014	0.00	
	Ref# 25282	GL Number 001-4210-6720.000	Gross 49.50	Discount 0.00	Amount 49.50
	25282	001-4215-6386.000	49.50	0.00	49.50
				Check Amount	99.00
37318	06/18/2014	5139	GAONA CHUCK III	18.00	18.00
		Printed	UMPIRE	0.00	
	Ref# 25279	GL Number 001-4350-6590.000	Gross 18.00	Discount 0.00	Amount 18.00
				Check Amount	18.00
37319	06/18/2014	9723	IT SYSTEMHOUSE, INC.	3,200.00	3,200.00
		Printed	IT DEPARTMENT MONTHLY FEE	0.00	
	Ref# 25289	GL Number 001-4020-6910.000	Gross 3,200.00	Discount 0.00	Amount 3,200.00
				Check Amount	3,200.00
37320	06/18/2014	5710	JADE FAMILY SERVICES	2,165.43	2,165.43
		Printed	PARENTING CLASS APRIL 2014	0.00	
	Ref# 25287	GL Number 510-4643-6720.000	Gross 2,165.43	Discount 0.00	Amount 2,165.43
				Check Amount	2,165.43
37321	06/18/2014	0197	LA COUNTY SHERIFF'S DEPARTMENT	1,984.78	1,984.78
		Printed	LAW ENFORCEMENT-SPECIAL EVENT	0.00	
	Ref# 25276	GL Number 040-4501-6763.000	Gross 1,984.78	Discount 0.00	Amount 1,984.78
				Check Amount	1,984.78
37322	06/18/2014	9680	MORENO MARK	108.00	108.00
		Printed	UMPIRE	0.00	
	Ref# 25281	GL Number 001-4350-6590.000	Gross 108.00	Discount 0.00	Amount 108.00
				Check Amount	108.00
37323	06/18/2014	9681	MORENO YAID	56.00	56.00
		Printed	UMPIRE	0.00	
	Ref# 25280	GL Number 001-4350-6590.000	Gross 56.00	Discount 0.00	Amount 56.00
				Check Amount	56.00
37324	06/18/2014	9970	OLIVAREZ MADRUGA, P.C.	57,754.90	57,754.90
		Printed	LEGAL SERVICES MARCH 2014	0.00	
	Ref# 25293	GL Number 001-4005-6755.000	Gross 20,000.00	Discount 0.00	Amount 20,000.00

Check Number	Check Date / Void/Stop Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
	25294	001-4005-6755.000	27,048.90	0.00	27,048.90
	25294	610-4930-6755.000	10,706.00	0.00	10,706.00
				Check Amount	57,754.90
37325	06/18/2014	5765	ORANGE LINE	7,543.00	7,543.00
		Printed	MEMBERSHIP FEES FY 2014/2015	0.00	
	Ref#	GL Number	Gross	Discount	Amount
	25288	252-7032-1196.000	7,543.00	0.00	7,543.00
				Check Amount	7,543.00
37326	06/18/2014	9626	THE BANCORP BANK	1,154.24	1,154.24
		Printed	2012 FORD FUSION HYBRID (TWO)	0.00	
	Ref#	GL Number	Gross	Discount	Amount
	25292	257-4780-6990.000	1,154.24	0.00	1,154.24
				Check Amount	1,154.24
37327	06/18/2014	10099	TRUJILLO VICTOR	162.00	162.00
		Printed	UMPIRE	0.00	
	Ref#	GL Number	Gross	Discount	Amount
	25278	001-4350-6590.000	162.00	0.00	162.00
				Check Amount	162.00
37328	06/18/2014	9542	ZARAGOZA SERGIO	108.00	108.00
		Printed	UMPIRE	0.00	
	Ref#	GL Number	Gross	Discount	Amount
	25277	001-4350-6590.000	108.00	0.00	108.00
				Check Amount	108.00
37329	06/23/2014	10106	HR DYNAMICS & PERFORMANCE MGNT	6,800.00	6,800.00
		Printed	PERFORMANCE MANAGEMENT	0.00	
	Ref#	GL Number	Gross	Discount	Amount
	25295	001-4001-6720.000	6,800.00	0.00	6,800.00
				Check Amount	6,800.00
37330	06/24/2014	9603	ALLY	482.90	482.90
		Printed	2010 GMC SIERRA TRUCK LEASE	0.00	
	Ref#	GL Number	Gross	Discount	Amount
	25302	257-4780-6393.000	482.90	0.00	482.90
				Check Amount	482.90
37331	06/24/2014	1744	AREA E DISASTER MANAGEMENT BRD	1,207.00	1,207.00
		Printed	MEMBERSHIP FY 2014-2015	0.00	
	Ref#	GL Number	Gross	Discount	Amount
	25301	001-4020-6742.000	1,207.00	0.00	1,207.00
				Check Amount	1,207.00
37332	06/24/2014	9966	AT & T LONG DISTANCE SERVICE	279.85	279.85
		Printed	LONG DISTANCE CHARGES	0.00	
	Ref#	GL Number	Gross	Discount	Amount
	25315	001-4025-6390.000	81.41	0.00	81.41
	25334	001-4020-6390.000	115.89	0.00	115.89
	25334	001-4350-6390.000	82.55	0.00	82.55

Check Number	Check Date / Void/Stop Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
			Check Amount	279.85	
37333	06/24/2014	0057-2	AT & T PHONE SERVICE	254.64	254.64
		Printed	LAND LINE & INTERNET @ LUGO PK	0.00	

Ref#	GL Number	Gross	Discount	Amount
25308	001-4025-6390.000	254.64	0.00	254.64

			Check Amount	254.64
37334	06/24/2014	7019	BUSINESS CARD	9,790.93	9,790.93
		Printed	CREDIT CARD PAYMENT RI	0.00	

Ref#	GL Number	Gross	Discount	Amount
25335	001-4310-6580.000	235.00	0.00	235.00
25335	001-4011-6391.000	261.73	0.00	261.73
25335	001-4502-6520.000	144.81	0.00	144.81
25335	001-4410-6080.000	153.39	0.00	153.39
25335	001-4020-6080.000	320.41	0.00	320.41
25335	001-4020-6396.000	375.00	0.00	375.00
25335	001-4502-6145.000	119.26	0.00	119.26
25335	001-4001-6392.000	750.00	0.00	750.00
25335	001-4008-6080.000	62.13	0.00	62.13
25335	001-4530-6972.000	392.70	0.00	392.70
25335	001-4001-6391.000	3,982.50	0.00	3,982.50
25335	001-4020-6375.000	344.00	0.00	344.00
25335	001-4001-6392.000	2,650.00	0.00	2,650.00

			Check Amount	9,790.93
37335	06/24/2014	8061	CELEDON'S EXER. EQUIP. SERV.	1,281.80	1,281.80
		Printed	SERVICE FITNESS EQUIPMENT	0.00	

Ref#	GL Number	Gross	Discount	Amount
25319	001-4350-6772.000	318.16	0.00	318.16
25320	001-4350-6772.000	963.64	0.00	963.64

			Check Amount	1,281.80
37336	06/24/2014	4546	CENTRAL BASIN MUNICIPAL WATER	350.92	350.92
		Printed	RECYCLE WATER SERVICE MAY 2014	0.00	

Ref#	GL Number	Gross	Discount	Amount
25300	001-4410-6395.000	350.92	0.00	350.92

			Check Amount	350.92
37337	06/24/2014	6045	CONTRERAS GARDEN SUPPLY	291.00	291.00
		Printed	SERVICE MAINTENANCE EQUIPMENT	0.00	

Ref#	GL Number	Gross	Discount	Amount
25297	001-4410-6770.000	291.00	0.00	291.00

			Check Amount	291.00
37338	06/24/2014	2167	DAILY BREEZE PRESS TELEGRAM	443.49	443.49
		Printed	CLASSIFIED ADVERTISING APR2014	0.00	

Ref#	GL Number	Gross	Discount	Amount
25318	001-4008-6310.000	443.49	0.00	443.49

			Check Amount	443.49
37339	06/24/2014	9998	DOWNEY SIGN & LIGHTING	150.42	150.42
		Printed	6" VEHICLE DECALS CITY LOGO	0.00	

Check Number	Check Date / Void/Stop Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
	Ref# 25299	GL Number 001-4501-6080.000	Gross 150.42	Discount 0.00	Amount 150.42
				Check Amount	150.42
37340	06/24/2014	10020	GARCIA CHRISTOPHER	62.50	62.50
		Printed	NALEO ANNUAL CONFERENCE	0.00	
	Ref# 25327	GL Number 001-4001-6391.000	Gross 62.50	Discount 0.00	Amount 62.50
				Check Amount	62.50
37341	06/24/2014	0126-1	GOLDEN STATE WATER COMPANY	6,966.48	6,966.48
		Printed	WATER SERVICE 5229 CECILIA STR	0.00	
	Ref# 25307	GL Number 001-4410-6395.000	Gross 6,966.48	Discount 0.00	Amount 6,966.48
				Check Amount	6,966.48
37342	06/24/2014	9960	GUERRERO JACK M	62.50	62.50
		Printed	NALEO ANNUAL CONFERENCE	0.00	
	Ref# 25329	GL Number 001-4001-6391.000	Gross 62.50	Discount 0.00	Amount 62.50
				Check Amount	62.50
37343	06/24/2014	10053	HAULAWAY STORAGE CONTAINERS	161.65	161.65
		Printed	21' STORAGE CONTAINER APR 2014	0.00	
	Ref# 25306	GL Number 001-4020-6323.000	Gross 82.15	Discount 0.00	Amount 82.15
	Ref# 25316	GL Number 001-4020-6323.000	Gross 79.50	Discount 0.00	Amount 79.50
				Check Amount	161.65
37344	06/24/2014	2139-2	HDL COREN & CONE	2,375.00	2,375.00
		Printed	PROPERTY TAX 2ND QUARTER 2014	0.00	
	Ref# 25312	GL Number 610-4930-6808.000	Gross 1,500.00	Discount 0.00	Amount 1,500.00
	Ref# 25313	GL Number 001-4155-6720.000	Gross 875.00	Discount 0.00	Amount 875.00
				Check Amount	2,375.00
37345	06/24/2014	2139	HINDERLITER DELLAMAS & ASST	933.14	933.14
		Printed	SALES TAX 2ND QUARTER	0.00	
	Ref# 25310	GL Number 001-4155-6720.000	Gross 933.14	Discount 0.00	Amount 933.14
				Check Amount	933.14
37346	06/24/2014	10106	HR DYNAMICS & PERFORMANCE MGNT	48.50	48.50
		Printed	NALEO ANNUAL CONFERENCE	0.00	
	Ref# 25332	GL Number 001-4001-6720.000	Gross 48.50	Discount 0.00	Amount 48.50
				Check Amount	48.50
37347	06/24/2014	2378	ITL, INC.	1,819.92	1,819.92
		Printed	FUEL	0.00	
	Ref#	GL Number	Gross	Discount	Amount

Check Number	Check Date / Void/Stop Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
	25325	201-4425-6040.000	51.26	0.00	51.26
	25325	001-4530-6040.000	379.51	0.00	379.51
	25325	001-4410-6040.000	448.91	0.00	448.91
	25326	001-4020-6040.000	49.20	0.00	49.20
	25326	001-4410-6040.000	193.21	0.00	193.21
	25326	001-4530-6040.000	334.19	0.00	334.19
	25326	201-4425-6040.000	363.64	0.00	363.64
				Check Amount	1,819.92
37348	06/24/2014	4553	J. V. PRINTING	27.25	27.25
		Printed	BUSINESS CARDS: MICHAEL ALLEN	0.00	
	Ref#	GL Number	Gross	Discount	Amount
	25298	001-4210-6375.000	27.25	0.00	27.25
				Check Amount	27.25
37349	06/24/2014	8057	KONICA MINOLTA BUSINESS	480.32	480.32
		Printed	MONTHLY SERVICE OFFICE	0.00	
	Ref#	GL Number	Gross	Discount	Amount
	25304	001-4020-6370.000	270.74	0.00	270.74
	25309	001-4350-6370.000	209.58	0.00	209.58
				Check Amount	480.32
37350	06/24/2014	9668	KONICA MINOLTA BUSINESS	236.38	236.38
		Printed	COPIER LEASE AGREEMENT	0.00	
	Ref#	GL Number	Gross	Discount	Amount
	25305	001-4020-6323.000	236.38	0.00	236.38
				Check Amount	236.38
37351	06/24/2014	0197	LA COUNTY SHERIFF'S DEPARTMENT	581,126.32	581,126.32
		Printed	LAW ENFORCEMENT MARCH 2014	0.00	
	Ref#	GL Number	Gross	Discount	Amount
	25314	001-4501-6763.000	290,563.16	0.00	290,563.16
	25333	001-4501-6763.000	290,563.16	0.00	290,563.16
				Check Amount	581,126.32
37352	06/24/2014	5904	LEAD TECH ENVIRONMENTAL	400.00	400.00
		Printed	LEAD SCREENING DIAZ	0.00	
	Ref#	GL Number	Gross	Discount	Amount
	25323	510-4620-6350.000	200.00	0.00	200.00
	25324	510-4620-6350.000	200.00	0.00	200.00
				Check Amount	400.00
37353	06/24/2014	10108	MARKOVICH CRISTIAN	62.50	62.50
		Printed	NALEO ANNUAL CONFERENCE	0.00	
	Ref#	GL Number	Gross	Discount	Amount
	25328	001-4001-6391.000	62.50	0.00	62.50
				Check Amount	62.50
37354	06/24/2014	8219	NORTHGATE SUPER MARKET	2,730.50	2,730.50
		Printed	FOOD DISTRIBUTION MAY 2014	0.00	
	Ref#	GL Number	Gross	Discount	Amount
	25296	510-4642-6145.000	2,730.50	0.00	2,730.50

City of Cudahy BANK: WELLS FARGO BANK

Check Number	Check Date / Void/Stop Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
			Check Amount	2,730.50	
37355	06/24/2014	10109	OLIVA DIANE	62.50	62.50
		Printed	NALEO ANNUAL CONFERENCE	0.00	

Ref#	GL Number	Gross	Discount	Amount
25330	001-4001-6391.000	62.50	0.00	62.50

Check Amount 62.50

37356	06/24/2014	9970	OLIVAREZ MADRUGA, P.C.	58,590.56	58,590.56
		Printed	LEGAL SERVICES APRIL 2014	0.00	

Ref#	GL Number	Gross	Discount	Amount
25311	001-4005-6755.000	20,188.01	0.00	20,188.01
25311	610-4930-6755.000	22,942.50	0.00	22,942.50
25311	001-4005-6755.000	15,460.05	0.00	15,460.05

Check Amount 58,590.56

37357	06/24/2014	9717	PCAM, LLC	14,233.60	14,233.60
		Printed	SHUTTLE SERVICE APRIL 2014	0.00	

Ref#	GL Number	Gross	Discount	Amount
25317	251-4740-6780.000	14,233.60	0.00	14,233.60

Check Amount 14,233.60

37358	06/24/2014	10021	SANCHEZ BARU	62.50	62.50
		Printed	NALEO ANNUAL CONFERENCE	0.00	

Ref#	GL Number	Gross	Discount	Amount
25331	001-4001-6391.000	62.50	0.00	62.50

Check Amount 62.50

37359	06/24/2014	0070	SOUTHERN CALIFORNIA EDISON	11,223.27	11,223.27
		Printed	ELECTRICITY BILL	0.00	

Ref#	GL Number	Gross	Discount	Amount
25336	201-4420-6318.000	290.03	0.00	290.03
25336	350-4430-6318.000	6,538.36	0.00	6,538.36
25336	001-4410-6318.000	4,394.88	0.00	4,394.88

Check Amount 11,223.27

37360	06/24/2014	4612	STITCHES UNIFORMS	3,073.28	3,073.28
		Printed	T-SHIRTS FOR SPECIAL EVENT	0.00	

Ref#	GL Number	Gross	Discount	Amount
25321	001-4310-6389.000	1,868.33	0.00	1,868.33
25322	001-4310-6389.000	1,204.95	0.00	1,204.95

Check Amount 3,073.28

37361	06/24/2014	0071	THE GAS COMPANY	62.53	62.53
		Printed	GAS CHARGES 7810 OTIS AVENUE	0.00	

Ref#	GL Number	Gross	Discount	Amount
25303	001-4410-6380.000	62.53	0.00	62.53

Check Amount 62.53

Total Checks:	**108**	**Bank Total(excluding void checks):**	**1,019,552.65**
Total Checks:	**108**	**Grand Total(excluding void checks):**	**1,019,552.65**

AGENDA REPORT

MEETING DATE:	August 19, 2014
TO:	Honorable Mayor and Members of the City Council
THROUGH:	Finance
FROM:	Steven Dobrenen
TITLE:	**LOCAL AGENCY INVESTMENT FUND for the Month of June, 2014**

RECOMMENDATION:

It is recommended that the City Council approve the LAIF Investment Fund Report for the month of June, 2014

LOCAL AGENCY INVESTMENT FUND

General Account - City #98-19-225

Beginning Balance as of:	**June 01, 2014**	**$6,406,725.43**
Ending Balance as of	**June 30, 2014**	**$6,406,725.43**

CITY OF CUDAHY

Cash and Investment Report June, 2014

		May, 2014	Receipts	Disbursements	June, 2014
001	General Fund	4,361,177.89	507,391.52	957,050.56	3,911,518.85
040	Drug Assets Seizure Fund	42,717.34		1,984.78	40,732.56
201	State Gas Tax	953,125.93	118,606.81	26,788.55	1,044,944.19
240	Prop 1 B - Local Street Improv.	464,296.04			464,296.04
251	Prop C	125,049.66	33,150.92	19,141.15	139,059.43
252	Prop A	420,253.77	37,118.33	11,849.29	445,522.81
253	Measure R	336,993.26	22,645.89	6,486.71	353,152.44
255	TDA	407.45			407.45
257	AQMD	21,549.95	7,645.22	1,637.14	27,558.03
260	Used Oil	13,550.96			13,550.96
261	California Beverage Container	6,712.98			6,712.98
265	Recycling Grant	14,194.26			14,194.26
270	C.O.P.S	100,055.70			100,055.70
300	CAL Home	121,228.22		32,719.80	88,508.42
350	Street Lighting fund	81,545.58	20.54	14,733.00	66,833.12
510	CDBG	(1,479.55)	17,544.00	17,199.90	(1,135.45)
610	Successor Agency	891,580.95	1,945,286.98	48,600.32	2,788,267.61
710	Youth Foundation	53,102.77	1,372.94	17,688.65	36,787.06
720	Senior's Account	-	407.00		407.00
730	Refuse Assessment	63,600.32		63,600.32	-
		8,069,663.48	2,691,190.15	1,219,480.17	9,541,373.46
	LAIF- CITY	6,406,725.43			6,406,725.43
	Wells Fargo	1,662,938.11	2,691,190.15	1,219,480.17	3,134,648.09
	TOTAL	8,069,663.54	2,691,190.15	1,219,480.17	9,541,373.52

Total cash disbursements per June Demand and Payroll Reports	
AP disbursements	1,019,552.65
Payroll - June 12, 2014	133,206.18
Payroll - June 26, 2014	67,827.74
Add: Total Bank charges in June, 2014	843.72
Add: Misc charges paid by credit card	148.95
Less: Voided check	(2,099.07)
Total Cash Disbursements per June Cash & Investment Report	1,219,480.17

RESOLUTION NO. 14-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY AUTHORIZING AGENTS FOR OPERATION AND MANAGEMENT OF THE WELLS FARGO BANK FUND ACCOUNT

WHEREAS, the City of Cudahy ("City"), a municipal corporation, organized and existing under and by virtue of the laws of the State of California, with its principal office at 5220 Santa Ana Street, Cudahy, CA 90201; and

WHEREAS, CITY OF CUDAHY is the complete and correct name of the Account Holder designating Agents to the WELLS FARGO BANK, N.A., located at 3508 E. Florence Avenue in the City of Huntington Park, CA 90255, hereinafter referred to as "Financial Institution", as the Financial Institution of the City; and

WHEREAS, the City desires to delete Angela Bustamante, former Deputy City Clerk, as an Agent of the CITY OF CUDAHY for operation and management of the Wells Fargo Bank Fund account (full account number is located in the City files of the Finance Department) (hereinafter "Wells Fargo Bank Fund Account"); and

WHEREAS, the City Council of the City appointed Jose Pulido as its City Manager at its regular meeting on August 6, 2014 and desires to add Jose Pulido, City Manager, as an Agent of the CITY OF CUDAHY for operation and management of the Wells Fargo Bank Fund Account.

BASED UPON THE ABOVE RECITALS, THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. That the Financial Institution named above, doing business at any one or more of its offices or branches in the State of California, be and is hereby designated as a depository for the funds of this City, which may be withdrawn on checks, drafts, advices of debit, notes or other orders for the payment of monies bearing the following appropriate number of signatures of the officials of the City: Any three (3) of the six (6) named officers, employees, or the successors of the City of Cudahy, hereinafter referred to as "Agents," whose names are shown below in this Section 1:

CHRIS GARCIA, MAYOR

CRISTIAN MARKOVICH, VICE MAYOR

JACK GUERRERO, COUNCILMEMBER

BARU SANCHEZ, COUNCILMEMBER

DIANE OLIVA, COUNCILMEMBER

JOSE PULIDO, CITY MANAGER

SECTION 2. The Agents of the CITY OF CUDAHY whose names appear in the preceding Section 1 of this Resolution are hereby authorized and directed to produce to the Financial Institution a true and correct original execution of his/her signature on a form provided by the Financial Institution according to the procedures established by and between the Financial Institution and the City, if such signature is not already on file with the Financial Institution for the Wells Fargo Bank Fund Account.

SECTION 3. Pursuant to Section 3.04.050 and Section 2.28.10 of the Cudahy Municipal Code, the City Council finds:

A. That the Accounts Payable (AP) checks must bear the following combinations of signatures: Agents shall be the City Manager, a Councilmember and the third signature shall be any of the above authorized Agents. One of the required signatures may be affixed by stamping or otherwise placing a facsimile or such signature thereon.

B. That the Payroll checks must bear the following combination of signatures: Agents shall be one Councilmember and two signatures shall be any of the above authorized Agents. One of the required signatures may be affixed by stamping or otherwise placing a facsimile of such signature thereon.

SECTION 4. That the Financial Institution is hereby directed to accept and pay without further inquiry any item drawn against any of the City's accounts with the Financial Institution bearing the approved combination of signatures of Agents, as authorized above, even though drawn or endorsed to the order of any Agent signing or tendered by such Agent for cashing or in payment of the individual obligation of such Agent or for the deposit to the Agent's personal account, and the Financial Institution shall not be required or be under any obligation to inquire as to the circumstances of the issue or use of any item signed in accordance with the resolutions contained herein, or the application or depositor of such item of the proceeds of the item.

SECTION 5. That a combination of three (3) signatures, are authorized to endorse all checks, drafts, notes and other items payable to or owned by this City for deposit with the Financial Institution, or for collection or discount by the Financial Institution, and to accept drafts and other items payable at the Financial Institution.

SECTION 6. That the above named Agents, in the approved signature combination, are authorized and empowered to execute such other agreements, including, but not limited to, special depository agreements and arrangements regarding the manner, conditions, or purposes for which funds, checks or items of the City may be deposited, collected, or withdrawn and to perform such other acts as they deem reasonably necessary to carry out the provisions of this Resolution. The other arrangements and other acts may not be contrary to the provisions contained in this Resolution.

SECTION 7. That the authority hereby conferred upon the above named Agents, in the approved signature combination, shall be and remain in full force and effect until written notice of any amendment or revocation thereof shall have been delivered to and received by the Financial Institution at each location where any account is maintained. Financial Institution shall be indemnified and held harmless from any loss suffered or any liability incurred by it in continuing to act in accordance with this Resolution. Any such notice shall not affect any items in process at the time notice is given.

SECTION 8. This Resolution shall hereby supersede Resolution Nos. 13-46 and 14-02 and any other Resolution which is in conflict or inconsistent with the provisions of this Resolution.

SECTION 9. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 19th day of August, 2014 by the following vote.

AYES:

NOES

ABSTAIN:

ABSENT:

Chris Garcia, Mayor

ATTEST:

APPROVED AS TO FORM:

Donna Schwartz,CMC
Interim City Clerk

Isabel Birrueta
Assistant City Attorney

RESOLUTION NO. 14-58

A RESOLUTION OF THE CITY OF CUDAHY AUTHORIZING THE DELETION AND ADDITION OF A SIGNATORY TO THE LOCAL AGENCY INVESTMENT FUND ACCOUNT

WHEREAS, California Government Code section 16429.1 established a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the City Council does hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of Section 16429.1 et seq. of the Government Code for the purposes of investment as stated therein as in the best interest of the City of Cudahy ("City"); and

WHEREAS, there are currently two signatories to the Local Agency Investment Fund: the Deputy City Clerk and the City Finance Director; and

WHEREAS, the City of Cudahy has a newly appointed City Manager and desires to delete the former Deputy City Clerk as a signatory and add the appointed City Manager as a signatory to the Local Agency Investment Fund account.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CUDAHY DOES HEREBY FIND AND RESOLVE AS FOLLOWS:

SECTION 1. The recitals set forth above are true and correct and incorporated herein by reference.

SECTION 2. The City Council hereby authorizes the deposit and withdrawal of the City of Cudahy monies in the Local Agency Investment Fund of the California State Treasurer in accordance with the provisions of section 16429.1 et seq. of the California Government Code for the purpose of investment as stated therein.

SECTION 3. BE IT FURTHER RESOLVED that former Deputy City Clerk be deleted as a signatory to the City of Cudahy Local Agency Investment Fund account.

SECTION 4. The following City of Cudahy officers holding the titles specified herein below or their successors in office are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and are directed, jointly and severally, to do any and all things to execute and deliver any and all documents which they may deem necessary or advisable in order to effectuate the purposes of this Resolution and the transactions contemplated hereby:

JOSE PULIDO, CITY MANAGER

STEVEN DOBRENEN, FINANCE DIRECTOR

SECTION 5. The City Clerk is hereby authorized and directed to submit a certified copy of this Resolution and such forms as may be required to the Office of the State Treasurer to effectuate the purposes of this Resolution. This Resolution shall remain in full force and effect until repealed by the City of Cudahy by resolution and a copy of such resolution repealing this Resolution is filed with the State Treasurer's Office.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 19th day of August, 2014 by the following vote.

AYES:

NOES

ABSTAIN:

ABSENT:

Chris Garcia, Mayor

ATTEST:

APPROVED AS TO FORM:

Donna Schwartz
Interim City Clerk

Isabel Birrueta
Assistant City Attorney

AGENDA REPORT

MEETING DATE:	August 19, 2014
TO:	Honorable Vice Mayor and Members of the City Council
FROM:	Michael Allen, Acting Community Development Director
TITLE:	**Planning Entitlement Fee Update**

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 14-54, a resolution of the City Council revising the existing development application fees (Planning and Development Fee Schedule). Additionally, staff recommends that In order to provide notice to potential applicants, staff recommends that the proposed fee schedule goes into effect October 1, 2014 and posted at City Hall, as well as on the City's website.

FISCAL IMPACT:

The recommendation action will have a positive fiscal impact, and generate approximately $50,000 in additional revenue annually.

SUMMARY:

The City's Planning and Development Fee Schedule was last updated in 1987 through ordinance No. 376 in order to ascertain and recover costs reasonably associated with the preparation and enforcement of products and services related to the submittal of an entitlement. Because the fee schedule is out of date, the City subsidizes a range of 10%-80% of the cost for processing development applications (depending on the application). In the last year, this amounted to over $50,000 spent on staff time and materials that are not covered by the current fees. In an effort to bring development fees up to date and offset the current cost to process entitlements with an appropriate fee to cover staff time and overhead, the Planning Department is proposing a new entitlement fee schedule, effective beginning October 1, 2014.

BACKGROUND / DISCUSSION:

In order to recover costs reasonably borne from fees and charges levied by regulations, products or services, the City Council adopted Ordinance No. 376 in 1987. Costs "reasonably borne" as defined in Ordinance 376 included direct costs (salaries, benefits, and supplies), indirect costs (maintenance, printing, and reproduction), fixed assets, general overhead, departmental overhead, and debt services. As a result, development fees associated with Planning entitlements were developed according to such costs in 1987. The current fees are shown in Table 1-1. Subsection 7-4.2 of Ordinance No. 376 delegates authority and direction to the City Manager to annually adjust fees and charges to recover the percentage of costs reasonably borne in providing the regulation, products, or services enumerated in the Ordinance. Because the last Planning Fee Schedule update was over 25 years ago, it is necessary to bring the current update to a public hearing to allow the opportunity for City Council to review the changes as well as provide for public participation.

imbalance, and ultimately an inequitable fee schedule. The proposed new fees are also noted in Table 1-1.

To simplify the cost of aggregated staff time, a flat aggregate rate for City Staff time was used. Using actual cost information for the various positions and function involved in the development review process, staff reviewed the level of staff involvement and estimated a number of hours devoted to a typical project and arrived at the aggregate City rate. The proposed aggregated hourly rate is approximately $90. This amount accounts for the salary and benefit costs for employees, the operational and maintenance costs, and the various costs for overhead, and administrative functions for the various City functions.

The formula also includes an estimated number of hours devoted to a typical project to be reviewed by the City Attorney, which is $195 an hour. Additional overhead fees were included on a project to project basis to cover the cost of postage and publishing for public noticing in a local newspaper.

Table 1-1

Entitlement/Application	Existing	Cost to Process
Minor Variance	$250.00	$630.00
CUP	$700.00	$2,660.00
Variance	$700.00	$2,660.00
Zone Change	$1,500.00	$4,225.00
Sign Permit	$50.00	$135.00
EIR/Neg Dec.	Deposit	$10,000.00
County Registrar	$25.00	$75.00
Preliminary Project Review (SPR)	$700.00	$630.00
Subdivision Map Review (TTM)	$1,500.00	$4,225.00
Tentative Map Consideration (TPM)	$700.00	$4,225.00
Admin Appeal	$30.00	$630.00
PC/CC Appeal	$400.00	$1,295.00
Rebuild Letter/Zoning Verification	$150.00	$180.00
Temporary Use Permit Admin	$60.00	$450.00
Code Amendment	NA	$3,685.00
Lot Line Adjustment	NA	$1,800.00
Development Review Permit	$700.00	$3,325.00

In an effort to address current costs of preparation and materials necessary for a Planning entitlement, staff has conducted a survey of surrounding communities. These cities included Bell, Los Angeles, Lynwood, South Gate, Huntington Park, Downey, Montebello, Maywood, Vernon, and Norwalk. Staff determined that although the fees for similar applications in surrounding cities is useful in comparison, it does not properly reflect what may cover the cost of review and preparation, or offer reasonably/competitively priced entitlements in Cudahy. Below Table 2-1 summarizes these findings (full survey attached). Illustrated in Table 2-1 the existing planning entitlement fees are well below the average of surrounding cities. In some cases, the City exceeds the average because a lack of availability of like applications to compare too, or the like application is an "at cost" variable in surrounding cities.

Table 2-1

Entitlement/Application	Cudahy (Existing)	Bell	Lynwood	South Gate	Huntington Park	Downey	Montebello	Maywood	Vernon	L.A.City	Norwalk
Minor Variance	$250		$0	$0	$0	$0	50	$0	$0	$0	$0
CUP	$700	$450	$2,992	$3,623	$1,899	2,000	1,734	411	2,875	$8,461	1,806
Variance	$700	$450	$2,992	$3,434	$1,899	2,000	1,734	411	2,000	$8,461	2,500
Zone Change	$1,500	$450	$2,992	$5,454	$2,170	3,080	3,751	598		$12,604	2,766
Sign Permit	$50			$63	$160	150				$0	201
Environmental Review Residential	$75						2,044			$310	
Environmental Review Commercial	$150						2,044			$310	
EIR/Neg Dec.	$0	$150					2,044			$2,966	
County Registrar	$25		$75	$75	$75	75	75			$75	
Preliminary Project Review (SPR)	$700	$350			$217	2,000	1,481	785		$0	675
Minor Project Review	$150	$50		$448			304			$0	
Subdivision Map Review (TTM)	$1,500	$300	$2,992	$5,763	$1,899	2,000	2,076	2,012	2,000	$5,000	
Tentative Map Consideratoin (TPM)	$700	$300	$2,992	$5,763	$1,899	2,000	1,628	2,012	1,250	$4,000	
Admin Appeal	$30	$175			$542	50%	794	206		$0	343
PC/CC Appeal	$400	$175		$1,881	$542	50%	794			$5,748	20%
Entitlement Modification	$0				$434		50%			$6,817	
Rebuild Letter/Zoning Verification	$150				$43		65		150	$142	
Temporary Use Permit Admin	$60				$244	$250				$196	
Code Amendment	$0		$2,758	$6,550	$2,713	$3,080	3,646	1,644		$0	2,432
Lot Line Adjustment	$0	$150	$2,992	$3,383			1,628	206	600	$2,000	1,348
Developmnet Review Permit	$700			$4,387	$1,627					$1,081	

In order to develop the proposed fee schedule, staff calculated the entitlement fees by using a standard formula that considered staff time, city attorney time, postage, and cost of publishing. This formula gave a more accurate account of how much it realistically costs in order to review, prepare, and approve various Planning entitlements. Due to various updates in the Municipal Code since the current fee schedule, staff has proposed to remove the following: Environmental Review, Residential and Commercial; and Minor Project Review. In order to address current needs in the development review process, staff proposes the addition of the following: General Environmental Review; Entitlement Modification; Code Amendment; and Lot Line Adjustment.

The recommendation action will have a positive fiscal impact, and generate close to $60,000 in additional revenue annually, to help bridge the City's budget gap. The proposed fee increase is intended to recover additional costs based on a time and material calculation. Table 3-1 below illustrates the current average volume of applications processed as well as the cost difference between the current fee schedule and proposed fee schedule.

Table 3-1

Entitlement/Application	Annual Average Processed	Fee	Annual $$	Realistic Cost	Projected Annual $$	Potential additional revenue
Minor Variance	0	$250	$0	$630	$0	$0
CUP	13	$700	$9,100	$2,660	$34,580	$25,480
Variance	1	$700	$700	$2,660	$2,660	$1,960
Zone Change	0	$1,500	$0	$4,225	$0	$0
Sign Permit	20	$50	$1,000	$135	$2,700	$1,700
County Registrar	NA					$0
Preliminary Project Review (SPR)	0	$700	$0	$630	$0	$0
Subdivision Map Review (TTM)	0	$1,500	$0	$4,225	$0	$0
Tentative Map Consideration (TPM)	1	$700	$700	$4,225	$4,225	$3,525
Admin Appeal	0	$30	$0	$630	$0	$0
PC/CC Appeal	2	$400	$800	$1,490	$2,980	$2,180
Rebuild Letter/Zoning Verification	15	$150	$2,250	$180	$2,700	$450
Temporary Use Permit Admin	10	$60	$600	$450	$4,500	$3,900
Development Review Permit	5	$700	$3,500	$3,325	$16,625	$13,125
Gain/-Loss			$18,650		$70,970	$52,320

As shown in Table 3-1, the fees generated from the current average volume of entitlements that the Planning Department handles annually only covers a range of 10%-80% of the actual cost of review and preparation. Based on the average number of entitlements processed within the last 3 years, the City has lost roughly $50,000/year on staff time and materials.

In order to augment the cost of staff time and materials spent on the review, preparation, and processing of Planning entitlements, it is necessary for the City to revise the existing fee system. The revisions bring the fee schedule up to date according to current staff hourly rates, postage requirements, and noticing requirements. In addition, the proposed fees will help the City to achieve the true cost of providing development services for the various planning, zoning, development, and subdivision activities and will enable the Community Development

Department to provide an economically sustainable method of delivering services for development applicants.

In order to provide notice to potential applicants, staff recommends that the proposed fee schedule goes into effect September 1, 2014 and posted at City Hall, as well as on the City's website.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):
The proposed fee schedule has been determined to be exempt from the California Environmental Quality Act pursuant to State Guidelines 15061(b) (3) as a project that has no potential for causing a significant effect on the environment.

ATTACHMENTS:
- Application Process
- Table 1-1: Existing Fee vs. Cost to Process
- Ordinance No. 376
- Draft Resolution No. 14-54 adopting new Planning and Development Fee Schedule

APPLICATIONS FILING PROCESS

PRELIMINARY INFORMATION

Before starting a project, applicant should visit the City Planning Division public counter at City Hall to review with the planning staff the development standards and other zoning requirements related to any proposed development projects. City staff will determine what types of application/entitlements are necessary.

SUBMITTING THE PROJECT

When the project application is ready for submittal, bring the completed application to the City Planning Division public counter for review by a planner. The project will be assigned to a City Planner who will remain your point of contact with the City throughout the entire project development process.

REVIEWING THE APPLICATION FOR COMPLETENESS

After submittal, the assigned staff member will determine that the project is complete or incomplete, and identify any missing information. Staff will prepare the report including environmental documentation (unless applicant is instructed otherwise). Depending on the effect on the environment that will be determined by the environmental information form, a Negative Declaration or an Environmental Impact Report may be required to be prepared.

PUBLIC HEARING

The application will be scheduled at the next possible Planning Commission meeting after the application is determined complete, approximately 1-2 months, depending on the amount of time between the time of submittal and the next scheduled Planning Commission meeting

PROJECT APPROVED

The project is final.

PROJECT DENIED

The project is not approved, but the decision by the Planning Commission can be appealed to the City Council, the City Council decision is final.

Submittal Date	Determination of Completeness	DOE	Draft EIR/ND Review (21 days)	Report due	Legal Mailing/Posting	Public Hearing
11/30/13	12/30/13	01/14/14	12/30/13	01/13/14	01/10/14	01/20/14
12/28/13	01/27/14	02/11/14	01/27/14	02/10/14	02/07/14	02/17/14
01/25/14	02/24/14	03/11/14	02/24/14	03/10/14	03/07/14	03/17/14
03/01/14	03/31/14	04/15/14	03/31/14	04/14/14	04/11/14	04/21/14
03/29/14	04/28/14	05/13/14	04/28/14	05/12/14	05/09/14	05/19/14
04/26/14	05/26/14	06/10/14	05/26/14	06/09/14	06/06/14	06/16/14
05/31/14	06/30/14	07/15/14	06/30/14	07/14/14	07/11/14	07/21/14
06/28/14	07/28/14	08/12/14	07/28/14	08/11/14	08/08/14	08/18/14
07/29/14	08/28/14	09/12/14	08/28/14	09/11/14	09/08/14	09/18/14
08/30/14	09/29/14	10/14/14	09/29/14	10/13/14	10/10/14	10/20/14
09/27/14	10/27/14	11/11/14	10/27/14	11/10/14	11/07/14	11/17/14
10/25/14	11/24/14	12/09/14	11/24/14	12/08/14	12/05/14	12/15/14

CITY OF CUDAHY CALIFORNIA

Incorporated November 10, 1960

P.O. Box 1007
5220 Santa Ana Street
Cudahy, California 90201-6024
(323)773-5143
Fax: (323) 771-2072

PLANNING DIVISION

PLANNING APPLICATION FOR MAJOR PROJECTS

___ Appeal
___ Change of Zone
___ Code Amendment
___ Conditional Use Permit
___ Development Review Permit
___ Tentative Parcel Map
___ Tentative Tract Map
___ Variance

For Planning Use Only

Date Received: _____
Received By: _____
File Number: _____
Receipt Number: _____
Fee: _____

Project Address: _____ **APN:** _____

Applicant's Name: _____ Tel. #: _____

Address: _____ City: _____ Zip: _____

Owner's Name: _____ Tel. #: _____

Address: _____ City: _____ Zip: _____

Existing Land Use: _____ Zone: _____

Lot Size: _____

Project Description: _____

_____

_____

_____

I certify that the forgoing statements and information are true and that any submitted material statements or plan designs are correct to the best of my knowledge.

_____ _____

Applicants Signature Date

PROPERTY OWNER'S AFFIDAVIT

STATE OF CALIFORNIA)
)SS.
COUNTY OF LOS ANGELES)

I/WE _____ BEING DULY SWORN, DEPOSE AND SAY, THAT I/WE AM/ ARE THE OWNER(S) OF PROPERTY INVOLOVED IN THIS PETITION, AND THAT THE FOREGOING STATEMENTS AND ANSWERS HEREIN CONTAINED AND THE INFORMATION HEREWHITH SUBMITTED, ARE IN ALL RESPECTS TRUE AND CORRECT TO THE BEST OF KNOWLEDGE AND BELIEF.

SIGNED: _____
ADDRESS: _____
CITY: _____
TEL. NO: _____

NOTARY PUBLIC

SWORN TO BEFORE ME THIS _____ DAY OF _____, 20___.

PROJECT QUESTIONNAIRE

RESIDENTIAL PROJECTS

Zoning:_____ Type of Use: _____ Lot Area: _____

Number of units proposed: _____; Lot area per unit:_____

Number of bedrooms proposed per unit: _____

Dwelling unit floor area: _____

COMMERICAL PROJECTS

Zoning:_____ Type of Use: _____ Lot Area: _____

Lot Coverage: _____; Parking:_____

INDUSTRIAL/MANUFACTURING PROJECTS

Zoning:_____ Type of Use: _____ Lot Area: _____

Lot Coverage: _____; Parking:_____

Building floor area - Office _____

Manufacturing _____

Warehousing _____

Retail _____

Total _____

PROJECT QUESTIONNAIRE

For a ***Conditional Use Permit***, please explain how the project meets the following standards:

The nature, condition, and development of adjacent uses, buildings, and structures and the effect the proposed conditional use may have on such adjacent uses, buildings and structures.

The site for a proposed conditional use should be adequate in size and shape to accommodate the yards, walls and fences, parking and loading, landscaping and other development features prescribed in this chapter, or required by the commission, city council or other authorized agent in order to integrate the conditional use with the land and uses in the neighborhood.

The site for a proposed conditional use should relate to streets and highways adequate in width and pavement to carry the kind and quantity of traffic such use would generate.

PROJECT QUESTIONNAIRE

For a ***Development Review Permit***, please explain how the project meets the following standards:

The project is compatible with the city of Cudahy general plan, any applicable specific plan, and any plan of another governmental agency made applicable by statute or ordinance.

The height, bulk, and other design features of structures are in proportion to the building site, and external features are balance and unified so as to present a harmonious appearance.

The project design contributes to the physical character of the community, relates harmoniously to existing and anticipated development in the vicinity, and is not monotonously repetitive in and of itself or in conjunction with neighboring uses and does not contribute to excessive variety among neighboring uses.

The site layout and the orientation and location of structures and their relationship to one another and to open spaces, parking area, pedestrian walks, signs, illumination, and landscaping achieve safe, efficient, and harmonious development.

PROJECT QUESTIONNAIRE

For a *Development Review Permit*, please explain how the project meets the following standards:

The grading and site development show due regard for the qualities of the natural terrain and landscape and do not call for the indiscriminate destruction of trees, shrubs, and other natural features.

The design, lighting, and placement of signs are appropriately related to the structure and grounds and are in harmony with the general development of the site.

Mechanical equipment, machinery, trash, and other exterior service areas are screened or treated in a manner which is in harmony with the design of the structures and grounds.

The project shows proper consideration for adjacent residentially zoned or occupied property and does not adversely affect the character or value of such property.

ENVIRONMENTAL INFORMATION

GENERAL INFORMATION

1. Name and address of the project sponsor (applicant):

_____

_____

2. Address of project: _____

APN: _____

3. Person to be contacted regarding project:

Name: _____ Address: _____

Phone: _____ _____

_____

4. Project case number: _____

5. List and describe any other related permits and other public approvals required for this project, including those required by City, regional, state and federal agencies:

_____

_____

6. Zoning: _____

7. Proposed Use:: _____

_____

_____

PROJECT DESCRIPTION

8. Site Size: _____

9. Number of floors of construction: _____

10. Amount of off-street parking provided: _____

11. Approximate construction period: _____

12. Associated projects (existing or anticipated): _____

_____

_____

13. If residential, include the number of units, schedule of unit sizes, range of sale prices or rents, and type of household size expected: _____

_____

ENVIRONMENTAL INFORMATION

14. If commercial, indicate the type (whether neighborhood, city, or regionally oriented), square footage of sales area, and loading facility size: _____

_____

_____

15. If industrial, indicate type, estimate employment per shift, and loading facility size: _____

_____

_____

16. If institutional, indicate the major function, estimated employment per shift, estimate occupancy, and loading facility size: _____

_____

_____

17. If the project involves a variance, conditional use permit or re-zoning application, indicate clearly why the application is required: _____

_____

_____

18. Are the following items applicable to the project or it effects? Please explain all items checked YES (attaché additional sheets if necessary).

Yes	No	
___	___	Change in pattern, scale or character or general area of project?
___	___	Significant amounts of solid waste or litter?
___	___	Change in dust, ash, smoke, fumes, or odors in vicinity?
___	___	Change in water quality or quantity, or alteration of existing drainage patterns?
___	___	Substantial change in existing noise or vibration levels in vicinity?
___	___	Site on filled land or on slope of 10% or more?
___	___	Use of disposal or potentially hazardous materials, such as toxic, flammable, or explosive substances?
___	___	Substantial change in demand for municipal services (police, fire, water, sewage, etc)?
___	___	Substantially increased fossil fuel consumption (electrically, oil, natural gas, etc)?

19. Describe the project site as it exists (before the project), including information on topography, soil stability, plants and animals, and any cultural, historical or scenic aspects. Describe any existing structures on the site, and the use of the structures. Attach photographs of the site._

_____

_____

_____

ENVIRONMENTAL INFORMATION

20. Describe the surrounding properties, including information on plants and animals and any cultural, historical, or scenic aspects. Indicate the type of land use (residential, commercial, etc.), intensity of land use (single family, apartment, houses, shops, department stores, etc.), and scale of development (height, frontage, setback, rear yard, etc.). Attach photographs of the vicinity. _____

_____

_____

_____

_____

CERTIFICATION: I hereby certify that the statements furnished above and in the attached exhibits, present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief.

Date: _____ Signature: _____

Print Name: _____

APPLICATION PACKAGE REQUIREMENTS

A. APPLICATION FORM

___ 1. Complete the application form.

___ 2. Provide name, mailing address, and signature of applicant.

___ 3. Provide a description of the request on the application form (do not write "see attached" without a brief description).

___ 4. Provide the notarized signature of the property owner with the same name as it appears on the County Tax Assessor Records. If the name that appears on the County Tax Assessor Records is an organization, provide recorded documents showing that the signature is from a partner or officer of that organization.

B. PROJECT/SITE DESCRIPTION

___ 1. Detailed Description:

Provide a detailed written description of the operation and/or project so that the various departments and divisions can understand your request. For business operations, list the various uses and products sold, hours of operation, number of employees per shift. Indicate whether the project construction is phased and provide a schedule. For nonresidential uses, include the manner in which goods/services will be produced and the manner in which they will be distributed.

___ 2. Environmental Information Form:

Provide a completed environmental information form, signed by the preparer, answering all applicable questions thoroughly. For non applicable questions, write "N//A" for not applicable.

___ 3. Colored Elevations:

Provide photographs, on 8.5"x11" paper, of the project site and uses abutting the project site taken from all lot lines showing all four elevations of existing structures. OR color and materials sample board, or colored renderings of proposed project.

C. FEES

___ 1. Application Fee

Provide a fee payable to the "City of Cudahy" that applies to the application(s) requested as shown on the City's Fee Schedule.

___ 2. Environmental Filing Fee

Provide a check, undated, payable to "Los Angeles County Recorder" for $75 for the filing of environmental forms pursuant to CEQA for the project with the County.

FEE SCHEDULE

PLANNING AND DEVELOPMENT FEE SCHEDULE AS OF DECEMBER 14, 1987, PER CITY ORDINANCE NO. 376

Minor Variance consideration (S-3)		$ 250.00
CUP/Variance Consideration (S-		$ 700.00
Zone Change Consideration (S-5) Initial Deposit		$1,500.00
Actual hours charged against deposit	per hour	$ 30.00
*Sign Review (S-8) Temporary 30 Days Maximum		$ 50.00
Permanent		$ 50.00
Environmental Review (S-7)		
Negative Declaration & Exemption		
Applicable for Zones		
R-1, R-2, C-1		$ 75.00
C-M, M-2, C-3		$ 150.00
County Registrar Document Handling Charge		$ 25.00
Preliminary Project Review (S-6)		$ 700.00
Minor Project Review		$ 250.00
Billable ¼ hr. incrm. ½ hr min.	per hour	$ 30.00
Subdivision Map Review (S-9)		
Initial Deposit		$1,500.00
Actual hours charged against deposit	per hour	$ 41.50
Tentative Map Consideration (S-10)		
Initial Deposit		$ 700.00
Actual hours charged against deposit	per hour	$ 30.00
Development & Appeal Processing (S-11)		
Administrative Appeal		$ 30.00
Planning Commission Appeal		$ 400.00
City Council Appeal		$ 400.00

RADIUS MAPPING SERVICES

Consistency In Planning 3699 Wilshire Blvd., Suite 850 Los Angeles, CA 90010-2737 (213) 252-3436	**Advanced Listing** 33362 Coral Reach Dana Point, CA 92629 (949) 542-6277 info@ownershiplisting.com	**Continental Mapping Service** 6325 Van Nuys Blvd Van Nuys, CA 91401 (818) 787-1663
Radius Mapping Etc. 3544 Portola Avenue Los Angeles, CA 90032 Phone: (323) 221-4555 Fax: (323) 226-9492 radiusmapsetc@sbcglobal.net	**The Katherman Co.** Rob Katherman 1218 El Prado Ave, Suite 128 Torrance, CA 90501-2761 (310) 324-1999	**Harvey Goodman** Civil Engineer 834 17th Street Santa Monica, CA 90403 Phone: (310) 829-1037 Fax: (310) 828-5062
Hollywood Mapping Service 1840 DeLoz Ave Los Angeles, CA 90027 Phone: (323) 467-8631 Fax: (323) 467-8631	**G.C Mapping Service, Inc.** 3055 W. Valley Blvd. Alhambra, CA 91803 Phone: (626) 441-1080 Fax: (626) 441-8850	**Zoning & Land Use Solutions** 6258 E. Spring Street Long Beach, CA 90808 (562) 841-2188
Cartomap Services Inc. 1858 N. Avenue 56 Los Angeles, CA 90042 (213) 479-1308 (323) 422-1875 spnfed01@yahoo.com	**SEC Civil Engineer, Inc.** 16823 Saticoy Street Van Nuys, CA 91406 (818) 782-2788 Fax: (818) 782-0111 admin@spindler.com	**So Cal Radius** 7440 Fontana Circle Fontana, CA 92336 Phone: (909) 333-6271 www.SoCalRadiusMaps.com SoCalRadiusMap@gmail.com
Planning Associates, Inc. Land Use Planning 4040 Vineland Ave, Suite 108 Studio City, CA 91604-3350 (818) 487-6767 Fax: (818) 487-6760 lis@pai-la.com	**JPL Zoning Services, Inc.** 6257 Van Nuys Blvd., Suite 101 Van Nuys, CA 91406-2711 (818) 781-0016 Fax (818) 781-0929 maria@jplzoning.com www.jplzoning.com	**Nieves and Associates** Civil Planners 21250 Hawthorne Blvd., #700 Torrance, CA 90503 (310) 543-3090 (310) 375-5925 nievesassoc@aol.com
Luis Estrada & Assoc. Land Uses & Permits Specialist 7650 Morella Avenue North Hollywood, CA 91605 (818) 765-4332 FAX: (818) 232-9211	**Quality Maps** 263 W.Olive Avenue, #161 Burbank, CA 91502 (818) 588-7588 qualitymaps@gmail.com	**Heron Maps** 20756 Seaboard Avenue Malibu, CA 90265-5356 (310) 317-1515
Donnal Poppo @ Permitage 17045 Osborne Street Northridge, CA 91325 (818) 998-5454 donalpoppe@aol.com	**Susan Case Inc.** 917 Glenneyre St #7 Laguna Beach, CA 92651 Phone: (949) 494-6105 susancaseinc@yahoo.com www.susancaseinc.com	**Ane Consulting** 645 W. 9th Space No. 110-141 Los Angeles, CA 90015-1640 Phone: (213) 627-7046 Fax: (213) 627-6046 info@aneconsult.com
N.P.S + Associates 396 W. Avenue 44 Los Angeles, CA 90065 (323) 801-6393 nicksplanningservices@email.com	**DataPro** Michael Higgerson 1800-568-7104	

Preparation Breakdown

Entitlement/Application	Existing	Current hours to prepare (all staff)	Cost @ Staff time	Attorney Fee ($195/hr)	Noticing Mailing / Publishing		Cost to Process
Minor Variance	$250.00	7	$630.00				$630.00
CUP	$700.00	20	$1,800.00	$390.00	$70.00	$400.00	$2,660.00
Variance	$700.00	20	$1,800.00	$390 00	$70.00	$400.00	$2,660.00
Zone Change	$1,500.00	30	$2,700.00	$585.00	$140.00	$800.00	$4,225.00
Sign Permit	$50.00	1.5	$135.00				$135 00
EIR/Neg Dec.	Deposit		$10,000.00				$10,000.00
County Registrar	$25 00		$75 00				$75 00
Preliminary Project Review (SPR)	$700.00	7	$630.00				$630.00
Subdivision Map Review (TTM)	$1,500 00	30	$2,700.00	$585.00	$140.00	$800.00	$4,225.00
Tentative Map Consideration (TPM)	$700.00	30	$2,700.00	$585.00	$140.00	$800.00	$4,225.00
Admin Appeal	$30 00	7	$630 00				$630.00
PC/CC Appeal	$400.00	7	$630.00	$195.00	$70.00	$400.00	$1,295.00
Rebuild Letter/Zoning Verification	$150 00	2	$180 00				$180 00
Temporary Use Permit Admin	$60.00	5	$450.00				$450.00
Code Amendment	NA	30	$2,700.00	$585 00		$400.00	$3,685.00
Lot Line Adjustment	NA	20	$1,800.00				$1,800.00
Development Review Permit	$700 00	20	$1,800 00	$585.00	$140 00	$800.00	$3,325.00

ORDINANCE NO. 376

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, AMENDING THE CUDAHY MUNICIPAL CODE BY ADDING SECTION 7-4. RELATING TO ESTABLISHMENT OF A FEE AND SERVICE CHARGE REVENUE/COST COMPARISON SYSTEM.

THE CITY COUNCIL OF THE CITY OF CUDAHY DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Section 7-4. of the Cudahy Municipal Code is hereby added to read as follows:

SECTION 7-4

FEE AND SERVICE CHARGE REVENUE/COST COMPARISON SYSTEM

Subsections

7-4.1 Intent.

7-4.2 Delegation of Authority and Direction to City Manager.

7-4.3 Cost Reasonably Borne Defined.

7-4.4 Schedule of Fees and Service Charges.

7-4.5 Public Meeting.

7-4.6 Provision of Date.

7-4.7 Appeal to City Council.

SUBSECTION 7-4.1 Intent.

Pursuant to Article XIIIB of the California Constitution, it is the intent of the City Council to require the ascertainment and recovery of costs reasonably borne from fees and charges levied therefore in providing the regulation, products or services hereinafter enumerated in this Chapter.

SUBSECTION 7-4.2 Delegation of Authority and Direction to City Manager.

The City Manager is hereby delegated the authority and directed to adjust fees and charges to recover the percentage of costs reasonably borne in providing the regulation, products or services enumerated in this Section in the percentage of costs reasonably borne and on the schedule of rate review and revision as hereinafter established in this Section. "Costs reasonably borne" shall be as defined in Subsection 7-4.3.

In adjusting fees and charges, the City Manager shall act in an administrative and ministerial capacity and shall consider only the standards and criteria established by this Section.

SUBSECTION 7-4.3 "Costs Reasonably Borne" Defined.

"Costs reasonably borne," as used and ordered to be applied in this Section are to consist of the following elements:

a. All applicable direct costs including, but not limited to, salaries, wages, overtime, employee fringe benefits, services and supplies, maintenance and operation expenses, contracted services, special supplies, and any other direct expense incurred.

b. All applicable indirect costs including, but not restricted to, building maintenance and operations, equipment maintenance and operations, communications expenses, computer costs, printing and reproduction, and like expenses when distributed on an accounted and documented rational proration system.

c. Fixed assets recovery expenses, consisting of depreciation of fixed assets, and additional fixed asset expense recovery charges calculated on the current estimated cost of replacement, divided by the approximate life expectancy of the fixed asset. A further additional charge to make up the difference between book value depreciation not previously recovered and reserved in cash and the full cost of replacement, which also shall be calculated and considered a cost so as to recover such unrecovered costs between book value and cost of replacement over the remaining life of the asset.

d. General overhead, expressed as a percentage, distributing and charging the expenses of the City Council, City Manager, Finance Department, City Clerk, City Treasurer, City Attorney's Office, Community Promotion, Personnel Office, and all other staff and support service provided to the entire City organization. Overhead shall be prorated between tax-financed services and fee financed services on the basis of said percentage so that each of taxes and fees and charges shall proportionately defray such overhead costs.

e. Departmental overhead, expressed as a percentage, distributing and charging the cost of each department head and his or her supporting expenses as enumerated in subsections 7-4.3(a), 7-4.3(b), and 7-4.3(c).

f. Debt service costs, consisting of repayment of principal, payment of interest, and trustee fees and administrative expenses for all applicable bond, certificate, or securities issues or loans. Any required coverage factors of added reserves beyond basic debt service cost also shall be considered a cost if required by covenant within any securities ordinance, resolution, identure or general law applicable to the City.

SUBSECTION 7-4.4 Schedule of Fees and Service Charges.

The City Manager, Finance Director and each City department head, under the direction of the City Manager, shall review the fees and service charges listed following, on the schedule of frequency listed in this Subsection, and set and adjust the fee or charge schedule so as to recover the listed percentage of costs reasonably borne necessary to provide the listed regulation, products or services.

Regulation, Products or Service	Percentage of Costs Reasonably Borne To Be Recovered	Review Schedule
Community Development Services		
1. Building Plan Checking	100%	Annual
2. Construction Inspection	100%	Annual
3. Minor Variance Consideration	100%	Annual
4. CUP/Variance Consideration	100%	Annual
5. Zone Change Consideration	100%	Annual
6. Sign Review	100%	Annual
7. Environmental Review	100%	Annual
8. Preliminary Project Review	100%	Annual
9. Subdivision Map Review (SRC)	100%	Annual
10. Tentative Map Consideration	100%	Annual
11. Development Appeal Processing	75%	Annual
12. Fence Design Review	100%	Annual
13. Business Occupancy Review	100%	Annual
Public Safety Services		
14. Business Regulation	100%	Annual
15. General Law Enforcement	100%	Annual
16. Parking Enforcement	100%	Annual
17. Traffic Enforcement	100%	Annual
18. Shopping Cart Return	100%	Annual
19. Animal Regulation	50%	Annual
20. Crossing Guard Service	50%	Annual
21. Abandoned Vehicle Removal	100%	Annual
Leisure and Cultural Services		
22. Adult Special Interest Classes	50%	Seasonal
23. Youth Special Interest Classes	10%	Seasonal
24. City Adult Sports Program	75%	Annual
25. City Youth Sports Program	10%	Annual
26. Private Adult Field Usage	100%	Annual
27. After School Recreation Program	0%	Annual
28. Special Community Events	10%	Annual
29. Bus Excursion	100%	Annual
30. Beach Bus	100%	Annual
31. Senior Citizens Program	10%	Annual
32. Library Building Space	100%	6 mos. prior to contract expiration

Utility and Enterprise Services

33. Street Lighting	100%	Annual
34. Dial-a-Ride Service	100%	Annual
35. Bus Service (C.A.R.T.)	100%	Annual
36. RTD Bus Pass Subsidy	100%	Annual

Maintenance Services

37. General Utility Street Usage	100%	Annual
38. Water Utility Street Usage	100%	Annual
39. Sewer Utility Street Usage	100%	Annual
40. Refuse Utility Street Usage	100%	Annual
41. Street Tree Maintenance	100%	Annual
42. Median Maintenance	100%	Annual
43. Street Sweeping	100%	Annual
44. Public Parking	100%	Annual

Administrative Services & Finance

45. Document Printing and Copying	100%	Annual
46. Facility Rental	100%	Annual
47. Bad Check Collection	100%	Annual
48. Records Research Service	100%	Annual
49. Document Certification Service	100%	Annual
50. New Service	100%	At inception

All fees and charges set pursuant to this Section shall take effect ten (10) days after the City Manager signs an executive order stipulating that all provisions of this Section have been complied with, and no written appeal has been filed.

The schedule of frequency of rate adjustments may be varied by the City Manager to adjust revenues sufficient to meet debt service coverage requirements of any bond, certificate, or ordinance, resolution, idenure, contract, or action under which securities have been issued by the City which contain any coverage factor requirements.

SUBSECTION 7-4.5 Public Meeting.

Pursuant to the requirements of California Government Code Section 54992, the City Clerk shall cause notice to be provided as set out in said Government Code Section 54992, and the City Council shall receive at a public meeting oral and written presentations concerning the fees and charges proposed for those categories of fees and charges set out in Government Code Sections 54990 and 54991. Such notice, oral and written presentation receipt, and public meeting shall be provided by the City Council prior to the City Manager taking any action on any new or increased fees or charges for those categories set out in said Government Code Sections 54990 and 54991 and Subsection 7-4.4 hereof.

SUBSECTION 7-4.6 Provision of Data.

Pursuant to Section 54992 of the California Government Code, the City Manager shall, at least ten (10) days prior to the required public meeting, set out in said Government Code Section, make available to the public data indicating the cost, or estimated cost required to provide the services set out in Government Code Section 54990 and 54991.

SUBSECTION 7-4.7 Appeal to City Council.

Any person who feels that any fee or charge determined and set by the City Manager is in excess of the percentage of costs reasonably borne to the recovered as set out in Subsection 7-4.4, or that such fee or charge has been reviewed prior to or has not been reviewed within the review schedule as set out in Subsection 7-4.4, may appeal in writing to the City Council.

No fee for which an appeal has been filed shall take effect until heard by the City Council. Such appeal shall be placed on the agenda of the next ensuing Council meeting after receipt of such appeal, and heard at the next ensuing Council meeting. Such appealed fee or charge shall take effect immediately upon hearing by the City Council unless ordered otherwise by ordinance amending this Section.

SECTION 2. Severability

If any portion of this Ordinance is found to be unconstitutional or invalid, the City Council hereby declares that it would have enacted the remainder of this Ordinance regardless of the absence of any such invalid part.

SECTION 3. Repealer

All Ordinances, Municipal Code Sections, Resolutions, City Council Motions, and all actions of all City Boards and Commissions in conflict herewith are hereby repealed. The fees and charges established by this Section shall supersede all previously established fees or charges for the same regulation, product or service, and all such previous fees and charges are hereby repealed on the effective date of the executive order of the City Manager provided in Subsection 7-4.4 hereof.

SECTION 4. Effective Date

This Ordinance shall take effect and be in force thirty (30) days after its passage.

SECTION 5. Certification

This Ordinance shall be published one (1) time in the Industrial Post within fifteen (15) days after its adoption.

PASSED, APPROVED AND ADOPTED this 31st day of August, 1987 BY THE FOLLOWING VOTE:

AYES: Council Members Graffio, Thurman, Zippi, Mayor pro tem Colon and Mayor Robertson
NOES: None

ABSTAIN: None

ABSENT: None

MAYOR

ATTEST:

CITY CLERK

I, GERALD M. CATON, CITY CLERK OF THE CITY OF CUDAHY, DO HEREBY CERTIFY that the foregoing Ordinance No. 376 had its first reading at a meeting of the Cudahy City Council held August 24, 1987, and had its second reading at a meeting held August 31, 1987 and was adopted by the above vote.

Gerald M. Caton
CITY CLERK

RESOLUTION NO. 14-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY, COUNTY OF LOS ANGELS, STATE OF CALIFORNIA, REVISING VARIOUS DEVELOPMENT FEES PAYABLE TO THE CITY UNDER ORDINANCE NO. 376 ADOPTED ON August 31, 1987 EBABLING FROM TIME TO TIME, THE UPDATING, AMENDING, AND IMPLEMENTING ALTERNATIVE METHODS FOR THE COLLECTION OF SAID FEES BY RESOLUTION ENABLING THE CITY TO RECOVER CERTAIN DEVELOPMENT PROJECT APPLICATION COSTS INCURRED BY CITY DURING THE COURSE OF PROCESSING OF THE APPLICATION.

WHEREAS, on August 31, 1987, the City council of the City of Cudahy adopted Ordinance No. 376 delegating authority and direction to the City Manager to adjust fees and charges to recover the percentage of costs reasonably borne in providing the regulation, products or services enumerated in this Section in the percentage of costs reasonably borne and on the schedule of rate review and revision as hereinafter established in Section 7-4.4 of Ordinance No. 376; and

WHEREAS, on December 14, 1987 the Planning and Development Fee Schedule was established, and has not been updated since; and

WHEREAS, a review of the aggregate cost of staff time and materials shows that the current fees are far below the cost to process, review, and prepare applications, resulting in a significant imbalance, and ultimately inequitable fee schedule; and

WHEREAS, City staff conducted a survey of surrounding communities as well **as** developed a formula reflecting the true cost of staff time and materials in order to develop the Planning and Development Fee Schedule; **and**

WHEREAS, although ordinance 376 delegates authority to modify the Planning and Development Fee Schedule, because the last update was over 25 years ago, it is necessary to bring the current update to a public hearing to allow the opportunity for City Council to review the changes as well as provide for public participation.

THE CITY COUNCIL OF THE CITY OF CUDAHY DOES ORDAIN AS FOLLOWS:

Section 1.
A full and fair public hearing was conducted by the City Council on August 19, 2014, to consider the adoption of this Resolution.

Section 2.
The Planning Fee Schedule **as** previously approved on December 14, 1987 is hereby amended as shown to establish and reflect the following fee schedule:

Entitlement/Application	Fee
Minor Variance	$630.00
CUP	$2,660.00
Variance	$2,660.00
Zone Change	$4,225.00
Sign Permit	$135.00
EIR/Neg Dec.	$10,000.00 Deposit
County Registrar	$75.00
Preliminary Project Review (SPR)	$630.00
Subdivision Map Review (TTM)	$4,225.00
Tentative Map Consideration (TPM)	$4,225.00
Admin Appeal	$630.00
PC/CC Appeal	$1,295.00
Rebuild Letter/Zoning Verification	$180.00
Temporary Use Permit Admin	$450.00
Code Amendment	$3,685.00
Lot Line Adjustment	$1,800.00
Development Review Permit	$3,325.00

Section 3.
The fee schedule has been determined to be exempt from the California Environmental Quality Act pursuant to State Guidelines 15061(b) (3) as a project that has no potential for causing a significant effect on the environment.

Section 4.
In keeping with the nature and intent of Ordinance 376, the City Manager is hereby delegated the authority and directed to adjust fees and charges to recover the percentage of costs reasonably borne in providing the regulation, products or services enumerated in Section 7-4.4 annually.

Section 5.
The changes herein shall become effective October 1, 2014, and shall apply to all entitlement applications as required by the Cudahy Municipal Code, Chapter 20.

Section 6. The City Clerk shall cause this Resolution to be processed according to law.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at the regular meeting of this 19th day of August, 2014, by the following vote.

AYES:

NOES

ABSTAIN:

ABSENT:

Chris Garcia, Mayor

ATTEST:

Donna Schwartz,
Interim City Clerk

APPROVED AS TO FORM:

Isabel Birrueta
Assistant City Attorney

AGENDA REPORT

MEETING DATE:	August 19, 2014
TO:	Honorable Mayor & Members of the City Council
THROUGH:	Michael Allen, Acting Community Development Director
FROM:	Didier Murillo, Planning Technician
Subject:	**Safe Routes To School (SRTS) – Cudahy City-Wide Safe Routes to School Plan and Program.**

RECOMMENDATION:

Staff recommends that the City Council approve by Resolution No 14-55the support, development, and implementation of the Cudahy city-wide Safe Routes to School (SRTS) plan and program.

BACKGROUND/DISCUSSION:

The Los Angeles County Department of Public Health (LA DPH) along with consultant Ryan Snyder have partnered with the City of Cudahy to develop a Cudahy city-wide Safe Routes to School Plan and Program. The purpose of such a program is to encourage more active transportation in the form of walking and bicycling to and from school.

Studies indicate that fewer children are biking and walking and more parents are choosing to drive their children to school. According to data from the Department of Transportation, in 1969 48% of children walked or biked to school while only 12% were driven. As of 2009, only 13% of children walk and bike to school while, 44% are being driven to school. These numbers have contributed to increasing obesity rates throughout the nation; according to a study done by the Center of Disease Control titled "*Behavioral Risk Factors Surveillance System,*" obesity rates have steadily increased from the year 1985 through 2010. The City of Cudahy currently has a 29.2% obesity rate amongst children with an increased risk of:

- Type 2 Diabetes;
- Low self-esteem;
- Aggravated existing asthma;
- Sleep apnea;
- Decreased physical functioning; and
- Many other negative emotional & physical effects.

The purpose of this SRTS plan and program is to encourage and promote safe walking and bicycling routes within the City of Cudahy. Promoting safe walking and biking is an ideal

strategy to increase physical activity. Other benefits of the SRTS programs include:

- Improved safety for pedestrian and bicyclist;
- Reduce traffic congestion around schools;
- Reduce emissions; and
- Improve children's overall health.

Currently, the Los Angeles County Department of Public Health and consultant Ryan Snyder have introduced SRTS to principals and parent groups at four of the five schools, collected parent surveys, gathered basic mapping data, made presentations at Town Hall, Public Safety and Planning Commissions, and established a parent SRTS committee at Ellen Ochoa Elementary School.

Next steps in the development and implementation process of the SRTS includes:

- Field Work – Being completed by Ryan Snyder, looking at existing conditions and establish recommendations and guidelines for potential SRTS along with other pedestrian and bicycle improvements.

- Workshops – Conducted by LA DPH and City Staff.

- Plan – Will be completed by LA DPH, Ryan Snyder, and City Staff.

- Plan presentations and feedback – This step will be accomplished by presenting to Public Safety & Planning Commission meetings, along with presentations/surveys to be completed during upcoming technical advisory committees, and during National Night Out.

- Plan revisions – Based upon workshop, City Staff, and Commission comments.

- Program Planning:

    - Completed by working with each school and parent group to set up SRTS committees to develop and implement a SRTS program of their choice.

    - Currently working with Ellen Ochoa and Jaime Escalante to develop and implement a walking school bus.

Attachments:

- Resolution No. 14-55

RESOLUTION NO. 14-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY SUPPORTING THE DEVELOPMENT AND IMPLEMENTATION OF THE CUDAHY CITY-WIDE SAFE ROUTES TO SCHOOL PLAN AND PROGRAM, AND TO WORK WITH THE PUBLIC SCHOOLS IN CUDAHY TO ENSURE THESE GOALS ARE ACCOMPLISHED.

WHEREAS, in 2011, 28.2 percent of children in the City of Cudahy were obese; and

WHEREAS, overweight children have a 70 percent chance of becoming overweight or obese adults; and

WHEREAS, overweight children and adults are at greater risk for numerous adverse health consequences, including type 2 diabetes, heart disease, stroke, high blood pressure, high cholesterol, certain cancers, asthma, depression, and other debilitating diseases; and

WHEREAS, healthy eating and physical activity are among the most effective interventions for the prevention and treatment of obesity and other chronic diseases; and

WHEREAS, most American youth do not meet the U.S. Centers for Disease Control and Prevention's recommendation of at least 60 minutes of moderate to vigorous activity every day; and

WHEREAS, in 2013, 71.3 percent of Los Angeles County children age 6-17 do not obtain the recommended amount of exercise each week; and

WHEREAS, research indicates that participation in physical activity can improve academic achievement and that higher levels of physical fitness are linked to improved academic performance among children and teens; and

WHEREAS, the implementation of Safe Routes to School plans and programs helps increase physical activity by making routes safer for children to walk and bicycle to school; and

WHEREAS, the implementation of Safe Routes to School plans and programs helps increase physical activity by encouraging more children to walk and bicycle to school; and

WHEAREAS, this matter was duly posted and set for public hearing for the August 5, 2014 City Council meeting at 6:30 p.m.

BASED UPON THE ABOVE RECITALS, THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. The City of Cudahy pledges support to schools implementing the City-Wide Safe Routes to School plans and programs.

SECTION 2. The City of Cudahy pledges to improve walking and biking safety in the vicinity of schools.

SECTION 3. The City of Cudahy supports school siting and community design that allows students to bike or walk to school.

SECTION 4. The City of Cudahy will actively seek funding for the implementation of the Cudahy City-Wide Safe Routes to School Plan.

SECTION 5. To the extent that any provisions of any prior resolutions of the City Council of the City of Cudahy are inconsistent with the provisions of this resolution, they are hereby repealed.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at the regular meeting of this 19th day of August, 2014, by the following vote.

AYES:

NOES

ABSTAIN:

ABSENT:

_____
Chris Garcia, Mayor

ATTEST:

_____
Donna Schwartz,
Interim City Clerk

APPROVED AS TO FORM:

_____
Isabel Birrueta
Assistant City Attorney

AGENDA REPORT

MEETING DATE:	August 19, 2014
TO:	Honorable Mayor and Members of the City Council
THROUGH:	Michael Allen, Acting Community Development Director
FROM:	Baru Sanchez, Council Member
TITLE:	**Firearms Ordinance**

RECOMMENDATION:

It is recommended that the City Council of the City of Cudahy (the "City Council" of the "City") move to introduce the proposed Ordinance for first reading. Any modifications to the proposed Ordinance should be made on the record.

BACKGROUND:

In June 2014, members of the City Council expressed an interest in the City's adoption of local regulations pertaining to local firearms. At the June 17, 2014 City Council meeting, the City Attorney's Office conducted a presentation to the City Council regarding the scope of firearms regulations not preempted by state and federal law and provided examples of such regulations. The City Council directed the City Attorney to draft an Ordinance with strict firearms controls.

DISCUSSION:

Notwithstanding the United States Constitution Second Amendment's protection of the right of the "people to keep and bear arms," the United States Congress has neither elected to exclusively occupy the field of firearms regulation nor completely abdicate the authority to regulate firearms to the states. Accordingly, there are two independent regulatory schemes for firearms regulation – one at the federal level and one at the state level.

State law expressly preempts the following:

- Regulation of the registration or licensing of firearms (Gov. Code, § 53071);
- Manufacture, sale, or possession of imitation firearms (Gov. Code, §53071.5);
- Restrictions on handgun possession in an individual's home, business, or private property (Pen. Code, §); *Fiscal v. City & County of San Francisco* (2008) 158 Cal.App.4th 895, 905; and
- Certain ammunition sales (Pen. Code, §§ 18735, 30210, 30320)(77 Ops.Cal.Atty.Gen 147 – State law preempts city from prohibiting sale of handgun ammunition).

In California, the Legislature has chosen to preempt discrete areas of gun regulation, permitting local government to tailor firearms legislation in other substantial areas. *Fiscal v. City & County of San Francisco* (2008) 158 Cal..App.4th 895.

With regard to local regulation in California, Article XI, Section 7 of the California Constitution provides that "[a] county or city may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with the general laws." Under this provision, a local government's police power enables it to protect the welfare of its residents. Such police power includes the limited regulation of firearms.

ANALYSIS:

The proposed Ordinance incorporates firearms regulations obtained from a survey of relevant case law and ordinances from other jurisdictions, including Los Angeles County and the California cities of Pleasant Hill, Lafayette, and Sunnyvale. Sections 9.04.072, 9.04.073, 9.04.074, 9.04.075, and 9.04.076 contain regulations that have either been contested and upheld by courts or not legally challenged. Specifically, they prohibit the possession of large-capacity ammunition magazines, the sale of firearms and/or ammunition on City property, the possession of firearms and/or ammunition on City property, and the discharge of firearms and require the safe storage of firearms.

Unlike the content of Sections 9.04.072, 9.04.073, 9.04.074, 9.04.075, and 9.04.076, Sections 9.04.077 and 9.04.078 impose regulations that are more controversial and still under judicial scrutiny. Specifically, Sections 9.04.077 and 9.04.078 require the duty to report the theft or loss of firearms, and regulate ammunition sales. The provisions in these two sections, as originally adopted by the voters and City Council of the City of Sunnyvale, are currently the subject of litigation in the case of U.S. Firearms Company, LLC v. City of Sunnyvale and Sunnyvale City Council (Santa Clara Superior Court, Case No. 1-13-CV-257353), in which the petitioner asserts that such provisions conflict with and are preempted by state and federal law. U.S. Firearms Company, LLC argues that the duty to report theft or loss of firearms is duplicative and contradictory of the requirements of Penal Code section 26885 and U.S.C. title 18, section 923(g)(6) and, therefore, preempted. With regard to the regulation of ammunition sales, U.S. Firearms Company, LLC asserts that such regulation enters a field fully occupied by the Government Code section 53071, various sections of the Penal Code, and California Consumer Records Act. While the City Council has discretion to adopt Sections 9.04.077 and 9.04.078 as part of the proposed Ordinance, it should keep in mind that the issues therein have not yet been conclusively adjudicated. After adoption, these sections may be subsequently deleted if their analogs in Sunnyvale are found to be preempted, however, mere adoption of such Sections 9.04.077 and 9.04.078 would subject the City to potential legal challenges of its own.

CONCLUSION:

It is recommended that the City Council of the City of Cudahy (the "City Council" of the "City") move to introduce the proposed Ordinance for a first reading. Any modifications to the proposed Ordinance should be made on the record. Two readings are required for the proposed Ordinance, one for introduction and one for adoption, with at least five (5) calendar days between each reading. It would take effect thirty (30) calendar days after adoption

ATTACHMENT:

Proposed Ordinance No. 637

ORDINANCE NO. 637

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUDAHY AMENDING ARTICLE II (FIREARMS) OF CHAPTER 9.04 (CRIMINAL CODE) OF TITLE 9 (PUBLIC PEACE, MORAL AND WELFARE) OF THE CITY OF CUDAHY MUNICIPAL CODE

WHEREAS, notwithstanding the United States Constitution Second Amendment's protection of the right of the "people to keep and bear arms," the United States Congress has neither elected to exclusively occupy the field of firearms regulation nor completely abdicate the authority to regulate firearms to the states; and

WHEREAS, in California, the Legislature has chosen to preempt discrete areas of gun regulation, permitting local government to tailor firearms legislation in other substantial areas; and

WHEREAS, Article XI, Section 7 of the California Constitution provides that "[a] county or city may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with the general laws," which establishes a local government's police power to protect the welfare of its residents; and

WHEREAS, the violence and harm caused by and resulting from both the intentional and accidental misuse of guns constitutes a clear and present danger to the populace, and find that sensible gun safety measures provide some relief from that danger and are of benefit to the entire community.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CUDAHY DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The above recitals are true and correct and incorporated herein by reference.

SECTION 2. Article II (Firearms) of Chapter 9.04 (Criminal Code) of Title 9 (Public Peace, Moral and Welfare) of the City of Cudahy Municipal Code is amended in its entirety to read as follows:

Article II – Firearms

Sec. 9.04.070 **Purpose and Findings.**

Sec. 9.04.071 **Definitions.**

Sec. 9.04.072 **Possession of Large-Capacity Ammunition Magazines Prohibited.**

Sec. 9.04.073 **Sale of Firearms and/or Ammunition on City Property Prohibited.**

Sec. 9.04.074 **Possession of Firearms and/or Ammunition on City Property Prohibited.**

Sec. 9.04.075 **Discharge of Firearms Prohibited.**

Sec. 9.04.076 **Safe Storage of Firearms.**

Sec. 9.04.077 **Duty to Report Theft or Loss of Firearms.**

Sec. 9.04.078 **Ammunition Sales.**

Sec. 9.04.070 Purpose and Findings.

A. According to the National Center for Injury Prevention and Control's Web-Based Injury Statistics Query and Reporting System Injury Mortality Reports, in 2010, guns took the lives of 31,076 Americans in homicides, suicides, and unintentional shootings, which is the equivalent of more than 85 deaths each day and more than three deaths each hour.

B. According to the United States Federal Bureau of Investigation 2012 Uniform Crime Reports, of the 1,879 murders that took place in California in 2012, 1,304 were caused by firearms.

C. The City Council finds that the measures provided in this Chapter 9.12 provide some relief from the violence and harm caused by and resulting from both the intentional and accidental misuse of guns and the purpose of such measures is to promote the health, safety, and welfare of all its residents.

D. The provisions of this Chapter 9.12 are not intended to contradict or duplicate any applicable state or federal law.

Sec. 9.04.071 Definitions.

A. Firearm. "Firearm" includes all devices described in California Penal Code section 12001, including, but not limited to, any gun, pistol, revolver, rifle or any device, designed or modified to be used as a weapon, from which is expelled through a barrel a projectile by the force of an explosion or other form of combustion.

B. Ammunition. "Ammunition" is any ammunition as defined in California Penal Code Section 12316(b)(2).

C. Peace Officer. "Peace officer" is any person who is a peace officer as defined in California Penal Code section 830, et seq.

D. Person means a natural person, association, partnership, firm corporation, or other entity.

E. Sale. A "sale" is any transaction, with or without the exchange of consideration, which transfers ownership, title, possession, or control of any firearm, or gives, loans, leases, or delivers a firearm. A "sale" includes the act of placing an order for any of the aforementioned transfers. The act of displaying a firearm shall not constitute a sale for purposes of this title.

Sec. 9.04.072 Possession of Large-Capacity Ammunition Magazines Prohibited.

A. No person may possess a large-capacity magazine in the City of Cudahy whether assembled or disassembled. For purposes of this section, "large-capacity magazine" means any detachable ammunition feeding device with the capacity to accept more than ten (10) rounds, but shall not be construed to include any of the following:

1. A feeding device that has been permanently altered so that it cannot accommodate more than ten (10) rounds; or

2. A .22 caliber tubular ammunition feeding device; or

3. A tubular magazine that is contained in a lever-action firearm.

B. Any person who, prior to the effective date of this section, was legally in possession of a large-capacity magazine shall have ninety (90) days from such effective date to do either of the following without being subject to prosecution:

1. Remove the large-capacity magazine from the City of Cudahy; or

2. Surrender the large-capacity magazine to the City of Cudahy for destruction; or

3. Lawfully sell or transfer the large-capacity magazine in accordance with Penal Code section 12020.

C. This section shall not apply to the following:

1. Any federal, state, county, or City agency that is charged with the enforcement of any law, for use by agency such agency employees in the discharge of their official duties;

2. Any government officer, agent, or employee, member of the armed forces of the United States, or peace officer, as defined in the California Penal Code section 830 et seq., to the extent that such person is otherwise authorized to possess a large-capacity magazine and does so while acting within the course and scope of his or her duties;

3. A forensic laboratory or any authorized agent or employee thereof in the course and scope of his or her duties;

4. Any entity that operates an armored vehicle business pursuant to the laws of the state, and an authorized employee of such entity, while in the course and scope of his or her employment for purposes that pertain to the entity's armored vehicle business;

5. Any person who has been issued a license or permit by the California Department of Justice pursuant to Penal Code sections 18900, 26500 et seq., 31000, 32315, 32650, 32700 et seq., or 33300, when the possession of a large-capacity magazine is in accordance with that license or permit;

6. A licensed gunsmith for purpose of maintenance, repair, or modification of the large-capacity magazine;

7. Any person who finds a large-capacity magazine, if the person is not prohibited form possessing firearms or ammunition pursuant to federal or state law, and the person possesses the large-capacity magazine no longer than is reasonably necessary to deliver or transport the same to the law enforcement agency;

8. Any person lawfully in possession of a firearm that the person obtained prior to January 1, 2000, if no magazine that holds fewer than ten (10) rounds of ammunition is compatible with the firearm and the person possesses the large capacity magazine solely for use with that firearm; or

9. Any retired peace officer holding a valid, current Carry Concealed Weapons (CCW) permit issued pursuant to Penal Code section 26510.

Sec. 9.04.073 Sale of Firearms and/or Ammunition on City Property Prohibited.

A. The sale of firearms and/or ammunition on City property is prohibited.

B. For purposes of this Section 9.04.073, "City property" includes real property owned, leased, subleased, or otherwise assigned by the City, or real property subject to the use and control of the City.

C. This Section 9.04.073 shall not apply to:

1. The sale of any firearm by a peace officer, as defined in the California Penal Code section 830 et seq., when on duty and the sale of such firearm is within the scope of his or her duties; or

2. The public administrator in the distribution of a private estate or to the sale of firearms by its auctioneer to fulfill its obligations under state law.

Sec. 9.04.074 Possession of Firearms and/or Ammunition on City Property Prohibited.

A. Every person who brings onto or possesses on City property a firearm, loaded or unloaded, or ammunition for a firearm is guilty of a misdemeanor.

B. This Section 9.04.074 shall not apply to:

1. A peace officer, as defined in the California Penal Code section 830 et seq.;

2. A guard or messenger of a financial institution, a guard of a contract carrier operating an armored vehicle, a licensed private investigator, patrol operator, or alarm company operator, or uniformed security guard as these occupations are defined in Penal Code section 12031(d) and who holds a valid certificate issued by the Department of Consumer Affairs under Penal Code section 12033, while actually employed and engaged in protecting and preserving property or life within the scope of his or her employment;

3. A person holding a valid, current Carry Concealed Weapons (CCW) permit issued pursuant to Penal Code section 26510;

4. An authorized participant in a motion picture, television, video, dance, or theatrical production or event, when the participant lawfully uses the firearm as part of such production or event, provided that when such firearm is not in the actual possession of the authorized participant, it is secured to prevent unauthorized use;

5. A person lawfully transporting firearms or ammunition in a motor vehicle on City roads;

6. A federal criminal investigator or law enforcement officer; or

7. A member of the military forces of the State of California or the United States.

Sec. 9.04.075 Discharge of Firearms Prohibited.

A. No person shall discharge any firearm within the City.

B. This Section 9.04.075 shall not apply to the discharge of any firearm:

1. By any peace officer, as defined in the California Penal Code section 830 et seq., when acting in his or her official capacity;

2. When necessary to protect life or property, to the extent authorized by law; or

3. At any target in or on any pistol, rifle, or target range, provided such range is so installed, constructed, safeguarded, equipped, and used as to adequately prevent any arrow, bullet, or shot from being projected beyond the confines of such range.

Sec. 9.04.076 Safe Storage of Firearms.

Except when carried on his or her person, or in his or her immediate control and possession, no person shall keep a firearm in any residence owned or controlled by that person unless the firearm is stored in a locked container, or the firearm is disabled with a trigger lock that is listed on the California Department of Justice's list of approved firearms safety devices.

Sec. 9.04.077 Duty to Report Theft or Loss of Fireams.

Any person who owns or possesses a firearm shall report the theft or loss of such firearm to the Community Development Department within forty-eight (48) hours of the time he or she knew or reasonably should have known that the firearm had been stolen or lost, whenever: (1) the person resides in the City; or (2) the theft or loss of firearm occurs in the City.

Sec. 9.04.078 Ammunition Sales.

A. It is unlawful for any person to engage in the business of selling, leasing, or otherwise transferring ammunition within the City except in compliance with this Section 9.04.078.

B. Every ammunition vendor shall maintain an ammunition sales log which records all ammunition sales by the vendor. The transferee shall provide, and the ammunition vendor shall record on the ammunition sales log, at the time of sale, all of the following information for each sale of firearms ammunition:

1. The name, address, and date of birth of the transferee;

2. The date of the sale;

3. The transferee's driver's license number, state identification card number, passport number, or other valid government-issued photographic identification;

4. The brand, type, and quantity of firearms ammunition transferred;

5. The identity of the person transferring the firearms ammunition on behalf of the ammunition vendor;

6. The transferee's signature and right thumbprint.

C. The ammunition sales log shall be recorded on a form approved by the Community Development Director. All ammunition sales logs shall be kept at the location of the ammunition sale for a period of not less than two years from the date of the sale.

D. No person shall knowingly provide false, inaccurate, or incomplete information to an ammunition vendor shall knowingly make a false, inaccurate, or incomplete entry in any ammunition sales log.

SECTION 3. Inconsistent Provisions. Any provision of the City of Cudahy Municipal Code or appendices thereto that conflicts with the provisions of this Ordinance, to the extent of such conflict and no further, is hereby repealed or modified to the extent necessary to affect the provisions of this Ordinance.

SECTION 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

SECTION 5. Publication. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in the official newspaper within fifteen (15) days after its adoption. This Ordinance shall become effective thirty (30) days after adoption.

SECTION 6. Effective Date. This Ordinance shall take effect thirty (30) days after its adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at the regular meeting of this day of , 2014, by the following vote.

AYES:

NOES

ABSTAIN:

ABSENT:

Chris Garcia, Mayor

ATTEST:

Donna Schwartz,
Interim City Clerk

APPROVED AS TO FORM:

Isabel Birrueta
Assistant City Attorney

AGENDA REPORT

MEETING DATE:	August 19, 2014
TO:	Honorable Mayor and Members of the City Council
FROM:	Steven Dobrenen, Director of Finance
THROUGH:	Jose E. Pulido, City Manager
TITLE:	**Fiscal Year 14/15 City Budget Update**

RECOMMENDATION:

The City Council is requested to provide the new City Manager with enough time to review the Recommended Fiscal Year 14/15 City Budget and to incorporate changes based upon the City Council Strategic Plan as well the Strengths, Weaknesses, Opportunities, and Threats (SWOT) Analysis. It is anticipated that the city Council would consider this item at their regular meeting of September 2, 2014 without having to do a continuing resolution.

BACKGROUND:

1. On June 18, 2014, a special meeting was held in which the Recommended City Manager Budget for Fiscal Year 14/15 was presented and discussed with the City Council. At the conclusion of the presentation each city council member indicated items they wanted to be considered as part of the Fiscal Year 14/15 adopted budget.

2. On July 22, 2014, a special meeting was held in which the ideas of the City Council from the June 18, 2014 meeting were presented in three categories – Current, Mid-Year, or Strategic Plan. The items in the current column were items that had consensus at the June 18, 2014 meeting. All other items were placed into the category to be discussed as part of the mid-year budget review or as part of the strategic plan. The City Council went down the list of items and confirmed or moved items between categories.

   At the conclusion of this special meeting the City Council added $944,630 in appropriations to the Recommended City Manager Budget for Fiscal Year 14/15.

ANALYSIS:

1) Exhibit A is presented as categories by department that the City Council desired to be added to the Recommended City Manager Budget for Fiscal Year 14/15. The additions are shown by the categories Special Projects / Other Contract Services, Supplies, Equipment, and Personnel Costs.

2) Exhibit B presents the disposition of the line item ideas that the City Council discussed at the July 22, 2014 meeting. Items which were added as appropriations to the City's General Fund included:

   a) Special Events (National Night Out, Halloween, Christmas with Santa, Easter Event, Book Faire, and Neighborhood Beatification);

   b) Welcome monuments at 5 locations in the City;

   c) Community outreach (including newsletter and automated calling for notification of upcoming events);

   d) Feasibility studies for swimming pool location, park restoration, and bathroom upgrades at Clara Park;

   e) Committing a minimum of $500,000 for park restoration and bathroom upgrades with the concept of seeking grant funding to augment the improvements;

   f) Internship pilot program;

   g) Continuance of Volunteers on Patrol and monthly Town Hall meeting (including raffle prizes);

   h) Increase of stipends for City Council appointed commissioners;

   i) Authorization to hire consultant to assist in the development of tasks and milestones in order to implement the operational controls necessary to achieve compliance with the 79 elements identified in the Appendix to the State Controller's Review Report; and

   j) Increased amounts allocated to personnel costs in Parks and Recreation, Maintenance, Purchasing, and City Hall operations departments.

In order to create organizational alignment between the Recommended FY 2014/15 City Budget and the City Council SWOT analysis, the new City Manager Budget needs more time to complete this task.

FISCAL IMPACT:

The impact will not be known until the City Manager's review of the applicable documents has been completed.

Attachments:
Exhibit A – Additions by Department and Categories
Exhibit B – Outcome of Study Session Held on July 22, 2014

Exhibit A

Additions by Department and Categories

	Total	Special Projects	Other Contract Services	Supplies	Equipment	Personnel Costs	Legislative Advocate
Recreation	$ 605,060	-	2,500	-	530,000	72,560	-
Community Promotion	130,000	50,000	26,000	4,000	50,000	-	-
Finance Administration	60,000	-	60,000	-	-	-	-
Community Promotion	58,000	58,000	-	-	-	-	-
Parks Maintenance	49,070	-	-	-	-	49,070	-
City Hall Operations	42,500	12,500	-	-	-	30,000	-
Dept: 4018 Purchasing	16,500	-	-	-	-	16,500	-
Volunteers Patrol/Neighborhood	12,500	1,200	5,100	4,900	1,300	-	-
Community Developmnet	5,000	-	5,000	-	-	-	-
City Council	(14,000)	-	-	-	-	-	(14,000)
Dept: 4216 Engineering	(20,000)	-	-	-	-	(20,000)	-
	$ 944,630	121,700	98,600	8,900	581,300	148,130	(14,000)

Special Events	Welcome Sign	Recreation	Eliminated
Community Outreach	Pool feasibility study	Parks Maintenance	
Internsip Pilot Program	Park Restoration	Receptionist	
VOP / Townhall	Bathrooms	Purchasing	
Forensic / Consultant		Business License	
Commissioner Increase			

EXHIBIT A

EXHIBIT B

Outcome of Study Session Held on July 22, 2014

Description	Comments	Added Back	One-Time	Mid-Year	Strategic Plan
Community Outreach and Events					
Special Events		58,000		-	-
Park Maintenance Workers	4 Part-Time	49,070		-	-
Recreation Workers	5 Part-Time	56,060		-	-
VOP-Neighborhood Watch	Reduced from $15,000 to $10,000	10,000		-	-
2nd Election				18,000	-
Off-sets to General Fund	Measure R	(20,000)		-	-
Beatification program	Included with special events				
					-
Newsletter	Renamed Community outreach $30,000	26,000			
Newsletter	Quarterly Newsletter & Roborcalls	4,000			
Dedicataed grafitti removal company - $180,000	No general fund appropriations added				
Curbside renumbering	Removed - Revisit annually				
Welcome Sign	5 x $10,000 per monument	50,000	50,000		
Website	IT Systems House / Camera web-site, no charge	-		10,000	-
Sports program - additional subsities	Pending Staff Report	-		-	unknown
Traveling sports team		-		-	unknown
Pool feasibility study	Put out to RFP with suggested sites. Talk to ELC about joint effort.	30,000	30,000		
Park Restoration	Not maintenance costs	400,000	400,000	-	
Bathrooms	Primarily Clara Park	100,000	100,000	-	
Saving - Sheriff	Contracts sub-committee to discuss	-		-	(100,000)
Savings - Legal	Contracts sub-committee to discuss	-		-	(100,000)
Internsip Pilot Program	All Concepts Combined. Stipends for College Students. Run idea by HR consultant.	50,000			
Staff time charged 25%		12,500		-	
20 commissioners increase to $100	(average increase $45 * 12 meetings)	10,000		-	
$1 raise for all hourly employees	Deleted	-			-
Minimum Wage at $11/hour	Maybe revisited at a later time	-		22,000	-
New or Enhanced Positions / Services					
Swap Meet	Marketing to enhance snack bar sales - $10,-000	-		10,000	
Upgrade Comm Services Director to Assistant City Manager		-		40,000	-
Additional Crossing Guard	Deleted	-			-
Middle Manager	Help both directors... Needs not yet articulated. Real Need - Generalist to do staff reports and research. Possible title Senior management analyst	-		110,000	

EXHIBIT B

Description	Comments	Added Back	One-Time	Mid-Year	Strategic Plan
Grant Writer		-		-	60,000
Volunteer Co-Ordinator	Deleted	-		-	
New Position for "Business Friendly"	Deleted	-		-	
Community Liason	Deleted	-		-	
Legislative Advocacy Services	Reduce to Zero	(14,000)			
Proposed but not Recommended - Personnel / Contract Services					
Records Retention and Destruction		-		20,000	
City Treasurer	Deleted				
Purchasing	Upgrade position to full-time	16,500			
Recreation	Upgrade position to full-time	16,500			
Forensic Audit/Consultant	To develop tasks and milestones only	60,000	60,000		
Receptionist (Receptionist, Cashier, Counter Activity)		30,000			
Community Develpment Secretary		-	-	52,000	
	Totals	944,630	640,000	282,000	(140,000)
	Without One-Time	304,630			
	Study Session #2 - All Categories	1,787,230			
	Reductions	**700,600**			
	Totals	1,086,630			
Business Licenses - Rental Properties - One-Time		250,000		-	
Estimated personnel / software relating to above		-		80,000	
Revenue Enhancements - Citations		50,000		-	
Reduction of Citation Fees		(50,000)		-	

AGENDA REPORT

DATE: August 19, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Michael Allen, Acting Community Development Director

Subject: Recommendation to Award A Professional Project Management and Design Services Agreement For the Clara Park Expansion Project Phase III

RECOMMENDATION:

That the City of Cudahy City Council award a Professional Services Agreement (PSA) for Project Management and Design Services to Hirsch & Associates, Inc. for the design and project management of the Clara Park Expansion Project Phase III not to exceed $77,300.00 and reimbursable expenses not to exceed $2,000.00.

BACKGROUND:

As of July 28, 2014, the California Department of Parks and Recreation approved the City's request for a scope change for the Clara Expansion Park Phase II. The scope change included the acquisition and development of approximately .45 acres of land, with fencing, open space turf, landscaping, lighted path, picnic area, and exercise stations. Additionally, the grant amount was reduced from $2,500,000 to $1,790,750 reflecting the removal of a second parcel to the acquisition schedule. This approval results in the Clara Park Expansion Project Phase III.

Consequence of the grant funds liquidating on June 30, 2015, the project must be complete, open to the public and final paperwork submitted to the Office of Grants and Local Services by March 31, 2105. Due to a condensed schedule, City staff has moved forward with the preparation of CEQA documentation, as well as solicitation for Project Management and Design Services.

Two separate Requests for Proposals/Qualifications were posted on the City Website for independent services: A Project Management RFP from May 30, 2014 to June 20, 2014 with a two week extension; and A Design Services RFQ from July 4, 2014 to July 25, 2014. Three proposals were received in total, two in response of the Project Management RFP, and one for the Design Services RFQ. All proposals were evaluated by the Acting Community Development Director Michael Allen, Assistant City Engineer Aaron Hernandez, Building Inspector Vince Altuna, and Planning Technician Didier Murillo. Subsequently, all three companies were scheduled for a 30 minute interview to

review the proposal, discuss qualifications and the scope of work. Firms interviewed included Hirsh & Associates, Inc., DR Consultants & Designers, Inc., and the California Development Group.

After interviewing each of the three companies, it was determined to be in the best interest of the City and the project to request a modification to the proposals to include project management and design in the same scope of work and cost estimate of the two highest ranking companies after the interviews.

At the conclusion of the evaluation phase, interviews, revised scope of work and cost estimates, the selection committee determined that Hirsch & Associates, Inc. was the highest rated and best qualified firm. Highlights include:

- Nearly 40 years as a company providing landscape design and project management services to public agencies and private developers in project areas consistent with the Clara Park Expansion Project Phase III.

- Staff qualifications include three Registered Landscape Architects, one Licensed Contractor, and two Licensed Civil Engineers, all ranging between 10 years to over 40 years of experience each.

- Reputable completed projects include:

    - Orizaba Park, Long Beach, CA; 1.09 acre expansion to an existing park including a community center, basketball courts, skate park, shade/picnic shelters, outdoor exercise circuit, drinking fountains, benches, open turf and a community garden. ($1.5 million project cost)
    - Rivera Park, Pico Rivera, CA; 15.8 acre park including baseball fields and sports lighting, batting cages, food court, community center, gymnasium, playground, and picnic areas. ($5.7 million project cost)
    - Cesar Chavez Park, Pomona, CA; 1.1 acre park with murals, playground area, walkway, basketball court, picnic shelter and tables. ($500,000 project cost)
    - Rotary Centennial Park, Long Beach, CA; 1.3 acres including artist incorporated design, walking path, play turf, picnic pavilions, grills, play structures, and bus stop. ($1 million project cost)
    - Veterans Park, Ontario, CA; 7 acre park including a community center, play area and tot lot, picnic areas, outdoor exercise equipment, and a walking trail. ($1.4 million project cost)
    - Downtown Plaza Park, Fullerton, CA; .25 acre plaza park including landscaping, walkways, play area, benches, and shade structures. ($250,000 project cost)

ANALYSIS:

Each of the project proposals were evaluated using a 100 point scoring system, evaluating completeness of the proposal, experience and performance, project completion and references, and cost of services. The following is a tabulation of the evaluations, and corresponding costs associated with the scope of work.

Company	Average Score	1st Cost Submittal	2nd Cost Submittal
Hirsch & Associates, Inc.	**82.5**	**$57,700.00 (Project Design only)**	**$79,300.00 (Project Management and Project Design)**
DR Consultants, Inc.	68.6	$408,652.00 (Project Management only)	Did not submit
California Development Group	67.3	$47,732.00 (Project Management only)	Was not requested

The Scope of work includes the Project Management and Design services including the oversight and development of:

- Conceptual design; site survey, geotechnical testing, site design, cost estimating, presentation rendering, and meeting coordination.
- Design development; grading plans, power and lighting, storm water pollution prevention plan, and standard urban storm water mitigation plan.
- Construction documents; prepare design development package construction drawings and specifications, construction documents, and project specifications.
- Project bidding; pre-bid documentation, meetings and correspondence.
- Construction support; consistency with plans and specifications, project meetings, agency coordination, partner coordination, and project contractor oversight.

Task details of each component are broken down in Attachment Three (Scope of Work). The time schedule begins with a notice to proceed by August 25, 2014 and includes demolition, site analysis, design, community workshops, and construction to be completed by March 15, 2015.

FISCAL IMPACT/SOURCE OF FUNDING:

The Professional Services Agreement contract will be paid for through the General Fund. However these expenditures are reimbursable through the Proposition 40 funding of Project Number UP-19-023, Clara Street Sports Complex Expansion Phase II. As a result, there will be limited impact to the City's general fund, as the Office of Grants and Local Services has approved the City's matching contribution of $26,505 which has already been expended.

Additionally, by combining the Project Management and Design contracts, there is a cost savings to the grant program funds. As part of the original budget, $55,000 was allocated for project design, and $50,000 was allocated for project management,

totaling $105,000. By combining the services, we have successfully reduced the cost to $79,300. This will free up funds as a contingency and will assist in expediting the project in order to satisfy the time constraints in moving forward with the project.

REQUESTED ACTION:

Award a Professional Services Agreement (PSA) for Project Management and Design Services to Hirsch & Associates, Inc. not to exceed $77,300 and reimbursable expenses not to exceed $2,000.

ATTACHMENTS:

1. RFP and RFQ for Project Management and Design Services
2. Proposals
3. Scope of Work and Fee
4. Professional Services Agreement for Project Management and Design
5. Scope Change Approval

REQUEST FOR PROPOSALS

TO PROVIDE

Project Management Services For The Clara Park Expansion Project

TO THE

CITY OF CUDAHY

IMPORTANT DATES

RFP ISSUED	May 30, 2014
DEADLINE TO SUBMIT QUESTIONS	June 6, 2014
PROPOSAL DUE DATE	**June 20, 2014 at 4:00 PM**
PROPOSALS ARE EVALUATED	June 23, 2014
NOTIFICATION OF TOP RANKED CONSULTANTS FOR ORAL INTERVIEW (If applicable)	June 26, 2014
EVALUATION COMMITTEE INTERVIEWS OF TOP RANKED CONSULTANTS (If applicable)	June 30-July 4, 2014
NOTIFICATION TO PREFERRED CONSULTANT	July 7, 2014

Table of Contents

I. INTRODUCTION 1

II. BACKGROUND 1

III. SCOPE OF WORK 1

IV. GENERAL INFORMATION 4

V. TERMS AND CONDITIONS 8

VI. PROPOSAL CONTENT 9

VII. SCOPE OF SERVICES 11

VIII. EVALUATION PROCEDURES 11

IX. PROPOSAL SUBMITTAL 13

X. STAFF CONTACT 13

APPENDIX A – Scope of Work 14

APPENDIX B – Sample Contract 17

APPENDIX C – Summary Sheet 36

APPENDIX D – Certification of Acceptance and Proposal for Modification 37

APPENDIX E – False Claims Form 38

APPENDIX F – Civil Litigation History 41

City of Cudahy

5220 Santa Ana, Cudahy, California 90201
(323) 773-5143 Fax (323) 771-2072

May 30, 2014
Project Management Services
for the Clara Park Expansion Phase III Project
Request for Proposals

I. INTRODUCTION

The City of Cudahy ("City") is requesting proposals for Project Management Services for the Clara Park Expansion Project. The selected project manager will provide general day to day management of the project including the preparation of necessary reporting documentation, assisting in the permitting process, preparation and assistance in contracts, bid documents, and State contracting requirements. The scope of work, proposal format, submittal guidelines, and evaluation and selection process are described in this Request for Proposal ("RFP").

II. BACKGROUND

Cudahy is located in Southeast Los Angeles County, next to the L.A. River. The City was incorporated on November 10, 1960 and named after its founder, meat-packing baron Michael Cudahy, who purchased the land known as Rancho San Antonio in 1908 for development. Cudahy is 1.1 square miles with a current population of 25,870. The City is a general law city and operates under the council-manager form of government.

It is anticipated that the consultant will enter into a professional services agreement with the City of Cudahy. The length of the agreement will be for one-year term but it is expected that the work product will be completed well within that timeframe.

III. SCOPE OF WORK

Project management is the discipline of planning, organizing, securing and managing resources to achieve specific goals as defined by the project specifications. The primary responsibility of the project manager is to achieve all of the project goals and objectives while honoring constraints. The primary constraints are scope, time and budget.

The Scope of Work includes the Project Management Services for the purchase Parcel 1-G, located at 4840-44 Clara Street to develop as part of the Project .45 acres of parkland. The Project Manager will be required at a minimum to perform the following duties:

- Construction coordination, including time schedules, change orders and problem solving;
- Interagency and contractor coordination with the City, the Architect, Health, Safety, Fire and others as required;
- Prepare revised cost estimates as components of the design and other requirement of the Project are developed during planning and design phases of the Project;
- Provide detailed engineering review at appropriate intervals during the design phase of the Project;
- Provide detailed constructability reviews at appropriate intervals during the design phase of the Project;
- Provide detailed constructability reviews at appropriate intervals during the design phase of an Assigned Project;
- Validate the existing budgets of each Project against the scope of work of the Project;
- Assist with securing the permits necessary for the Project;
- Assist in the preparation of bid documents;
- Maintain daily and weekly records of construction activities, job costs, schedule developments, project related meetings and project communications;
- Report in person and in writing, at regular intervals and at special need times, to the City;
- Conduct weekly jobsite meetings for contractors and City personnel and distribute meeting minutes;
- Coordinate all work schedules with the City;
- Facilitate review by the architect, engineers and City of contractor submitted questions or product information
- Conduct pre-construction and regular jobsite progress meetings;
- Provide continuous onsite Construction Management
- Oversee Quality Assurance of the construction activities to conform to plans and specifications;
- Review contractor's schedule, submittals for conformance to master schedule and contractor documents;
- Maintain all project documents, drawings, contract change orders, contractor submittals, shop drawing and correspondence (electronically and hard copy);
- Establish and implement procedures for review and processing of all Project documentation;
- Maintain RFI, submittal and change order logs;
- Coordinate lead and/or asbestos abatement, hazardous materials;
- Coordinate the activities of the DSA Project Inspector along with filing of appropriate reports;
- Evaluate construction progress and maintain reports;
- Receive contractor payment application, review for accuracy (amount due, certified payroll, appropriate rate, etc.) and circulate to DSA Project

Inspector, architect and District for their review, signature and approval (five working days) Change orders;

- Process change orders and payment applications for acceptance by City;
- Coordinate change order process
- Oversee the construction safety and performance of all contractors;
- Establish, implement, and maintain a "Safety Program" to comply with regulatory requirements and City policies;
- Secure a copy of the contractor's safety plan;
- Oversee the use of temporary fencing and "personnel control systems" to keep construction workers apart from City foot traffic;
- Compile detailed "punch lists" with the architect;
- Coordinate closeout procedures;
- Oversee the complete performance of all punch list items and final clean-up before contractor moves off site;
- Administer post-construction training of custodial, maintenance, operations and grounds staff for all new equipment, systems and finish materials;
- Obtain from contractor all record (as-built) drawings; contract required documents, lien releases, and written warrantees. Review and circulate to City for final acceptance;
- Coordinate final testing, documentation and regulatory inspections;
- Advise on substantial and final completion;
- Compile final review of the Project;
- Advise on final payment;
- Provide City with complete project documentation for permanent records/storage;
- Evaluate any contractor claim.

IV. PROPOSAL SCHEDULE

RFP ISSUED	May 30, 2014
DEADLINE TO SUBMIT QUESTIONS	June 6, 2014
PROPOSAL DUE DATE	**June 20, 2014 at 4:00 PM**
PROPOSALS ARE EVALUATED	June 23, 2014
NOTIFICATION OF TOP RANKED CONSULTANTS FOR ORAL INTERVIEW (If applicable)	June 26, 2014
EVALUATION COMMITTEE INTERVIEWS OF TOP RANKED CONSULTANTS (If applicable)	June 30-July 4, 2014
NOTIFICATION TO PREFERRED CONSULTANT	July 7, 2014

IV. GENERAL INFORMATION

The City seeks proposals from outside firms to provide project management services for the Clara Park Expansion Project ("Project'). The City will select one qualifying firm to provide the services as defined in the Scope of Services section of this RFP.

A. **Period of Performance** – The City desires to award a contract with a term of one (1) year and with the ability to extend the term of the agreement for a maximum of one (1) six-month extension term in the sole and absolute discretion of the City based on a multiplicity of factors, including but not limited to performance. City also requires that any agreement be structured in a manner so as to permit City to terminate the agreement prior to the expiration of the one-year initial term or any extension term to respond to changing economic conditions, changes in the law and/or judicial interpretations of the law which may impact the City's ability to contract-out such services.

B. **Proposal Validity** – The Proposer's pricing shall be valid for a minimum of 90 days.

C. **Request for Information** – Questions regarding this RFP are for clarification purposes only and are to be directed by e-mail to: Michael Allen, Acting Community Development Director, at mallen@cityofcudahyca.gov. The deadline to submit questions will be June 6, 2014.

D. **Submission Deadline** – Proposals must be received, in a sealed envelope with the words **"Request for Proposal – Project Management Services"** clearly labeled along with the name and address of the firm, by the Office of the City Clerk by 4:00 pm on June 20, 2014. The submitted packet shall include three (3) copies of the proposal.

E. **Late Submittals** – It is strongly recommended that proposals be delivered in-person or via personal courier by or before the submission deadline. Proposals received after the specified submission deadline will be disqualified and not considered. Proposals postmarked prior to the applicable deadline date but received after the deadline will also be disqualified and not considered. Proposers are responsible to ensure the timely submission of their proposal. Proposals may not be submitted by via facsimile or electronic mail.

F. **Withdrawal or Modifications** – A proposal may be withdrawn or changed by a written and signed request by the firm prior to the final deadline. If firms do not make this request before the final deadline, the firm shall be obligated to fulfill the terms of their proposal as submitted. In the event a proposer seeks to withdraw and modify a proposal, the modified proposal must be submitted before the applicable submission deadline.

G. **Addenda** – In the event that any portion of this RFP is changed, the City will provide addenda via fax or e-mail to all firms who have received an RFP. The signed addenda must be included with the RFP submittal. Submittals received without the applicable addenda may be rejected as incomplete.

H. **Responsiveness** – All submittals will be reviewed by the City to determine compliance with all requirements and instructions as specified in the RFP. Firms are notified that failure to comply with any part of the RFP may result in the rejection of the submittal as non-responsive.

The City also reserves the right, at its sole and absolute discretion to waive minor administrative irregularities or errors.

I. **Costs** – The City will not be liable for any costs incurred by the Proposer in preparing and responding to this RFP. The Proposer shall not include any pre-contractual expenses as part of the proposed cost.

J. **Legal Authorization** – All forms and documentation included in this RFP must be signed and dated by a person authorized to legally bind the Proposer to a contractual relationship with the City.

K. **Conflict of Interest** – Proposer is required to issue a brief statement disclosing potentially conflicting interests including:

a. Any litigation involving the Proposer or the Proposer's personnel which is adverse to the City; and

b. Consulting services currently being provided or provided within the last four years to any person, corporation, partnership, or other entity that made application to the City for a discretionary land use entitlement or City project.

L. **Rejection of Submittals** – The City reserves the right at its sole discretion to reject any and all submittals received without penalty as result of this RFP.

a. A proposal may be immediately rejected if:

i. It contains misrepresentative or misleading information;

ii. It is received at any time after the exact date and time set for receipt of proposals;

iii. It does not meet the required specifications or terms and conditions as prescribed;

iv. It is not prepared in the format outlined in this RFP;

v. It is signed by an individual not authorized to represent the Proposer;

vi. Proposer is involved in outstanding litigation that could impinge on its ability to complete the responsibilities and obligations of the proposal;

vii. Any other reason in the City's sole and absolute discretion.

M. **No Guarantee of Contract** – No guarantee is made that any contract will be awarded in response to this RFP.

N. **Insurance Coverage** – If a Proposer is selected, all insurance documentation will be provided to the City prior to the execution of a contract at the expense of the Proposer. All insurance requirements are included as a provision of the contract.

O. **Sub-consultants** – Proposer shall identify any sub-consultants and describe the responsibilities that will be assigned to them. The same level of references and background information required for Proposers shall be required of sub-consultants.

P. **Acceptance of Conditions** – Proposer shall include a statement offering the acceptance of all conditions listed in the RFP document (including, but not limited to, all the conditions reflected in the sample Professional Services Agreement) which shall be submitted with the proposal.

Q. **Public Record** – All proposals submitted in response to this RFP will become the property of the City upon submission and a matter of public record pursuant to applicable law. City reserves the right to make copies of all proposals available for inspection and copying by interested members of the public as records of the City and City shall be under no obligation to the Proposer to withhold such records. In so far as a proposal contains information that the Proposer regards as proprietary and confidential, it shall be the responsibility of the Proposer (and not the City) to specifically identify which items of information are proprietary and clearly identify in writing which specific pieces of information are proprietary. It shall be insufficient for the Proposer to merely identify the entire proposal or an entire page or set of pages of proprietary. With respect to information deemed proprietary, the procedures set forth under subsection (T) below shall be observed. Not-to-exceed sums, hourly rates and the like that may be set forth in a proposal shall not constitute proprietary information nor shall any information readily available to the general public or any other information not regarded as proprietary and confidential under federal or state law.

R. **Right to Request Additional Information** – During the evaluation process the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

S. **Additional Services** – The Scope of Work describes the minimum baseline level of services required for the services contemplated under this RFP, however, cost-effective proposals that exceed the minimum levels of service are welcome. Upon final selection of the firm, the Scope of Work may be modified and refined during negotiations with the City to account for the performance of services that exceed the baseline level called for under this RFP.

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

U. **Confidential Information** - City reserves the right to make copies of a Proposer's proposal available for inspection and copying by members of the public, (including proposals which may contain information the Proposer regards as proprietary in nature), unless the City's legal counsel determines that the information which the Proposer regards as proprietary may be withheld pursuant to applicable provisions of the California Public Records Act (Govt. Code Section 6250 et seq.) or other applicable state or federal law. In the event City proposes to disclose records containing information the Proposer has specifically identified as being proprietary and confidential, City shall notify the Proposer in writing of its intent to release such information and the Proposer shall have five (5) working days after City's issuance of its notice to give City written notice of Proposer's objection to the City's release of proprietary information. City will not release the proprietary information after receipt of the objection notice from the Proposer unless: (i) the objection notice is not received by the City until after the close of business on the 5th day following City's issuance of the notice of intent to disclose; (iii) ordered to release the information by a court of competent jurisdiction; or (iii) the Proposer's objection notice fails to include a fully executed indemnification agreement wherein the Proposer agrees indemnify, defend and hold harmless the

City, and its elected and appointed officials, officers, directors, employees and agents from and against all liability, loss, cost or expense (including attorneys' fees) arising out of any legal action brought to compel the release of records containing the proprietary information which the Proposer wishes to withhold. Again, the Proposer must specifically identify the information it deems proprietary.

V. TERMS AND CONDITIONS

A. Certification

By submitting a proposal, Proposer certifies that it has fully read and understands this RFP and has full knowledge of the nature, scope and scale of services and tasks that are to be performed under this RFP. Proposer also certifies that its proposal was prepared without prior understanding, agreement or connection with any other Proposer submitting a proposal from this RFP, and is in all respects fair and without collusion or fraud, so that all proposals will result from free, open and competitive proposing among all Proposers.

B. Reserving Rights

The City reserves the right to reject any and all proposals received as a result of this RFP. City's potential award of a contract will not be based on any single factor nor will it be based solely or exclusively on the lowest cost proposal. If a contract is awarded, it will be awarded to the proposer who in the judgment of the City has presented an optimal balance of relevant experience, technical expertise, technological innovation, price, quality of service, work history and other factors which the City may consider relevant and important in determining which proposal is best for the City.

C. Assignment and Guarantee

No assignment by the Proposer of the contract or any part thereof, or of funds to be received hereunder, is binding unless the City has given written consent before such assignment. There is also no guarantee of a minimal amount of work or compensation for any Proposer selected for contract negotiations.

D. Financial Responsibility for Proposal Costs

The City accepts no financial responsibility for any costs incurred by the Proposer in responding to this RFP. Proposals will become the property of the City and may be used by the City in any way deemed appropriate. Received proposals will not be returned to the Proposer.

E. Clarification

Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions or comments should be emailed to Angela Bustamante, City Clerk, at abustamonte@cityofcudahyca.gov. The City shall

not be responsible for, nor be bound by, any oral instructions, interpretations or explanations issued by the City.

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

G. **Indemnification**
Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the City, its employees and agents from any liability of any nature or kind in regard to the preparation or presentation of a proposal in response to this RFP.

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

VI. PROPOSAL CONTENT

The RFP must provide information in the same order as presented in this document.

A. **General Overview/Cover Letter** – Introduction of the firm including a general description of the firm's qualifications and experience, with emphasis on previous projects similar to the one proposed here. Along with introductory remarks, the proposal shall include the following information:

a. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity with which contract would be written.

b. Name, title, address, e-mail address, and telephone number of each principal officer.

c. Legal status of the firm (partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.

d. Documentation on the financial status of the firm to ensure the firm will continue in business through the contract period and finance the costs of adequate personnel and other support requirements.

B. **Organizational Information** – Proposer will include an organizational chart, resumes, and certifications for the firm that clearly demonstrates their abilities, skill level, and experience to accomplish the required tasks.

C. **Previous Experience** – Proposer will provide a minimum of five (5) examples of comparable work in the last five years which best demonstrates the qualifications and ability of the proposed team to accomplish the work as outlined in the Scope of Services section of this RFP. A minimum of three (3) references and maximum of five (5) references shall be provided. Information submitted shall include the name of the client with current address, telephone number, e-mail address, and contact person for each reference. The City reserves the right to contact any of the listed references at any time and make any other reasonable investigation into the consultant's background and experience.

D. **Procedures and Methodology** – The Proposer should demonstrate their understanding of the needs of the City and the objectives of the work proposed. Proposal shall provide a detailed description of the firm's proposed approach demonstrating how the objectives will be accomplished as outlined in the Scope of Work.

E. **Proposed Staffing and Project Team** - This section should establish qualifications and experience of staff that will be assigned to this City. Also, identify key personnel to be assigned and their qualifications and experience (detailed).

F. **Other Information to Include**

- Education, experience, applicable professional credentials of project staff that will be assigned to City
- Provide the identity of key personnel proposed: person's name, current location, proposed position, current assignment, level of commitment, and how long each person has been with the firm
- A statement that key personnel will be available for the duration of the scope of services and acknowledgement that no person designated as key personnel shall be removed or replaced without the prior written notification to the City.
- It is important that key personnel proposed have the background, experience and qualifications to properly perform the work detailed in the scope of services

G. **Insurance** - Provide a copy of the firm's current insurance certificates.

H. **Fee** - Proposal Sheet with hourly rates of all staff levels anticipated to match the scope of services. Scope of Services broken into task and work to be completed as part of each task including a timeline.

I. **Compensation Plan** – Compensation will be based on task (milestone) completion. Consistent with the tasks and timeline of the project (Appendix A), provide a breakdown of tasks, timeline, and cost associated with each. Upon completion or percentage of completion of an associated task, the City will process invoices accordingly.

J. **Quality Control** – The Proposer shall describe the firm's policies and procedures for assuring high quality work, including monitoring of any proposed sub-contracts.

VII. SCOPE OF SERVICES

The State grant scope contemplates that the City will acquire two parcels for a total of .90 acres. However, the City has decided to move forward with Parcel One which is currently developed with a six-unit apartment complex. Acquisition of both parcels will require the City to pay relocation payments. The State grant contemplates the following park improvements: walking path, pedestrian lighting, fencing, trees, native plants, picnic structures and tables. As a result, the City is submitting a modification to include the acquisition and development of only Parcel One. The state would like the City to consider installing active exercise stations in the park if there is time and budget to do so. A modification to the grant would include public involvement through the Parks and Recreation Commission and City Council to expand and modify the original application beyond: lights, fencing, two parcels, and picnic structures with tables, walking paths, trees and turf.

The current project includes the purchase of Parcel One, located at 4840-44 Clara Street (Gigliotti Property) to develop .45 acres of parkland. As part of the City's due diligence, the City conducted phase 1, lead, and asbestos tests as part of the initial phase of the purchase agreement. There are services costs that the state will not reimburse from this grant if they exceed 25% of construction costs such as project management, acquisition management, and design services.

Project Manager shall provide services as outlined in Section III Scope of Work. Compensation will be based on task completion. Consistent with the tasks and initial timeline of the project (Appendix A), the Project Manager would be expected to manage day to day administration of grant implementation and documentation, assist with permits, contracts, bid documents, and state contracting requirements.

VIII. EVALUATION PROCEDURES

A. **Selection Committee**
Proposals submitted will be evaluated by City staff, which shall be selected by the City Manager.

B. **Review of Proposals**

City staff will use a point formula during the review process to individually score Proposals, as outlined in Section C below, "Proposal Evaluation Criteria." City staff will then be convened to review and discuss the evaluations and combine the individual scores to arrive at an average composite score for each firm. Firms that do not meet the "Mandatory Elements" listed in Section C1 below will be eliminated from further consideration.

After the composite Project Proposal score for each firm has been established based upon the "Qualitative Evaluation" criteria listed in C2, the firms with the three (3) highest score may be recommended by the Acting Community Development Director to participate in an oral presentation/interview with the Selection Committee as outlined below.

C. **Project Proposal Evaluation Criteria**

Proposals will be evaluated using two (2) sets of criteria. Firms meeting the mandatory elements will have their proposals evaluated and scored. The following represent the principal selection criteria which will be considered during the evaluation process. City reserves the right to select any firm that submits a complete and timely proposal notwithstanding the firms overall score in relation to other firms.

1. **Mandatory Elements**

   a. The firm is an independent contractor properly licensed to practice in California.

   b. The firm has no conflict of interest with regard to any other work performed by the firm for the City.

   c. The firm adheres to the instructions in this RFP on preparing and submitting the proposal.

2. **Qualitative Evaluation (Maximum Point = 100)**

   a. Experience and Performance (50 Points):

      i. The firm's past experience and performance on specific government engagements (i.e. references).

      ii. Distinguishing features, skill and/or services (These may include demonstrated experience of the assigned staff to the project).

      iii. Firm's statement on why it believes itself to be best qualified (cover letter).

b. Ability to complete work in a timely manner and references (25 points)

c. Cost/Value to City (and/or applicants) (25 points)

   i. Reasonable rate for Project services

   ii. Ability to stay within budget.

3. **Oral presentation/interview (At the option of the City)**
   The Proposers with the three highest combined scores should expect to be interviewed by the City staff on the date listed in the RFP. Upon completion of the interviews and negotiation of compensation, and/or terms and conditions a contract shall be prepared and submitted to the City Council for approval.

IX. PROPOSAL SUBMITTAL

Three (3) hard copies of the proposal shall be presented in an envelope or package. Hard copies should be bound and include the name of the Proposer and the title "City of Cudahy Project Management Services RFP." The envelope of package shall bear the name, address, and telephone number of the individual or entity submitting the proposal and shall be addressed as follows:

Office of the City Clerk
City of Cudahy
5220 Santa Ana Street
Cudahy, CA 90201

Proposals can be hand delivered or mailed to the address listed above. Proposals will not be accepted by fax or e-mail.

The proposal shall be delivered to the above address on or before **4:00 P.M.** on **June 20, 2014**

X. STAFF CONTACT

For inquiries, please contact Michael Allen at (323) 773-5143 or email at mallen@cityofcudahyca.gov

Issued by:

CITY OF CUDAHY
CITY MANAGER'S OFFICE

Henry Garcia
Interim City Manager

APPENDIX A

PROJECT MANAGEMENT SERVICES RFP

SCOPE OF WORK/EXPECTED SCHEDULE

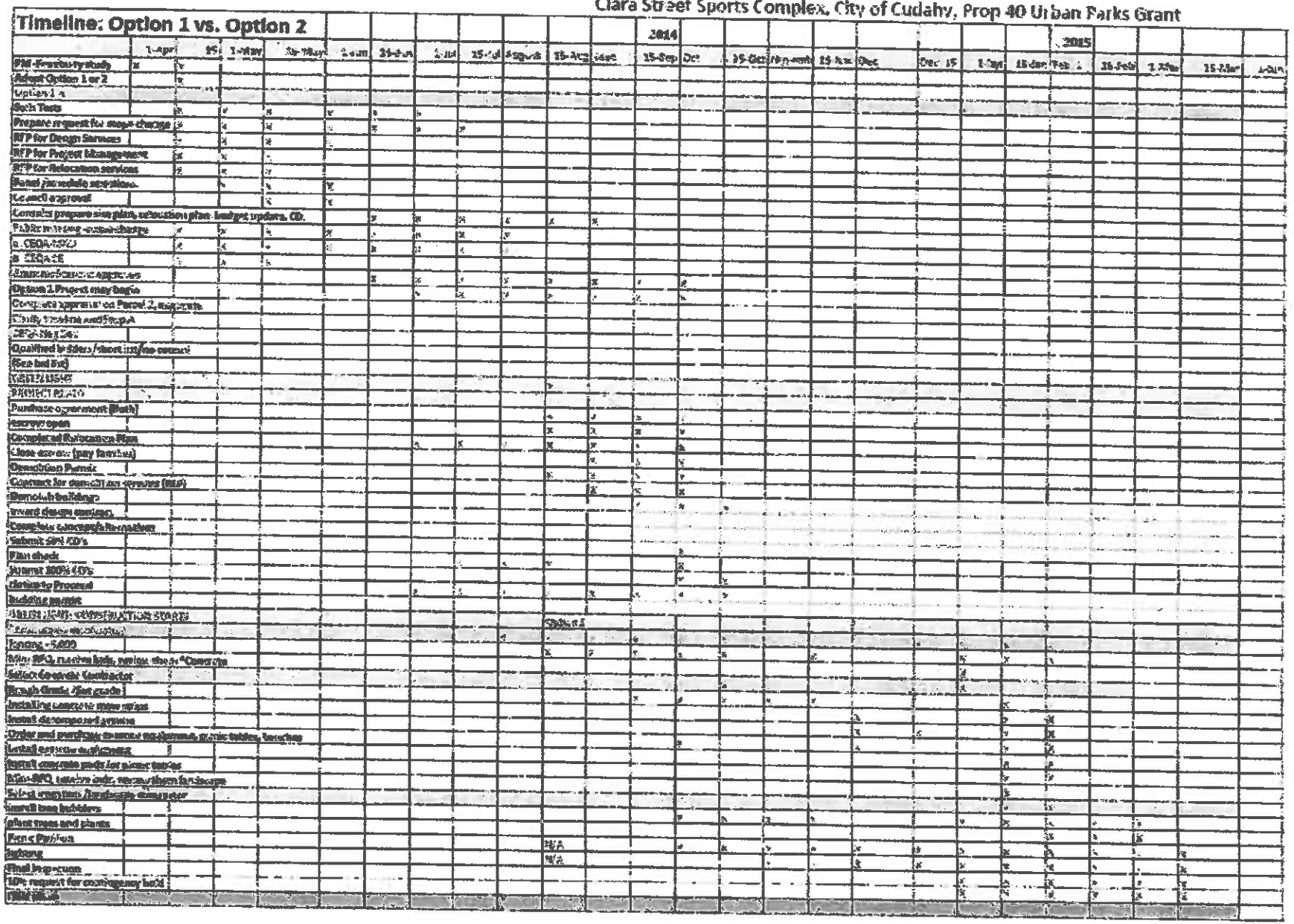
CITY OF CUDAHY

The Scope of Work for the Project Management Services includes the purchase Parcel 1-G, located at 4840-44 Clara Street to develop as part of the Project .45 acres of parkland. The Project Manager will be required at a minimum to perform the following duties:

- Construction coordination, including time schedules, change orders and problem solving;
- Interagency and contractor coordination with the City, the Architect, Health, Safety, Fire and others as required;
- Prepare revised cost estimates as components of the design and other requirement of the Project are developed during planning and design phases of the Project;
- Provide detailed engineering review at appropriate intervals during the design phase of the Project;
- Provide detailed constructability reviews at appropriate intervals during the design phase of the Project;
- Provide detailed constructability reviews at appropriate intervals during the design phase of an Assigned Project;
- Validate the existing budgets of each Project against the scope of work of the Project;
- Assist with securing the permits necessary for the Project;
- Assist in the preparation of bid documents;
- Maintain daily and weekly records of construction activities, job costs, schedule developments, project related meetings and project communications;
- Report in person and in writing, at regular intervals and at special need times, to the City;
- Conduct weekly jobsite meetings for contractors and City personnel and distribute meeting minutes;
- Coordinate all work schedules with the City;
- Facilitate review by the architect, engineers and City of contractor submitted questions or product information
- Conduct pre-construction and regular jobsite progress meetings;
- Provide continuous onsite Construction Management
- Oversee Quality Assurance of the construction activities to conform to plans and specifications;
- Review contractor's schedule, submittals for conformance to master schedule and contractor documents;
- Maintain all project documents, drawings, contract change orders, contractor submittals, shop drawing and correspondence (electronically and hard copy);
- Establish and implement procedures for review and processing of all Project documentation;
- Maintain RFI, submittal and change order logs;
- Coordinate lead and/or asbestos abatement, hazardous materials;

- Coordinate the activities of the DSA Project Inspector along with filing of appropriate reports;
- Evaluate construction progress and maintain reports;
- Receive contractor payment application, review for accuracy (amount due, certified payroll, appropriate rate, etc.) and circulate to DSA Project Inspector, architect and District for their review, signature and approval (five working days) Change orders;
- Process change orders and payment applications for acceptance by City;
- Coordinate change order process
- Oversee the construction safety and performance of all contractors;
- Establish, implement, and maintain a "Safety Program" to comply with regulatory requirements and City policies;
- Secure a copy of the contractor's safety plan;
- Oversee the use of temporary fencing and "personnel control systems" to keep construction workers apart from City foot traffic;
- Compile detailed "punch lists" with the architect;
- Coordinate closeout procedures;
- Oversee the complete performance of all punch list items and final clean-up before contractor moves off site;
- Administer post-construction training of custodial, maintenance, operations and grounds staff for all new equipment, systems and finish materials;
- Obtain from contractor all record (as-built) drawings; contract required documents, lien releases, and written warrantees. Review and circulate to City for final acceptance;
- Coordinate final testing, documentation and regulatory inspections;
- Advise on substantial and final completion;
- Compile final review of the Project;
- Advise on final payment;
- Provide City with complete project documentation for permanent records/storage;
- Evaluate any contractor claim.

Clara Street Sports Complex, City of Cudahy, Prop 40 Urban Parks Grant



Timeline: Option 1 vs. Option 2

	1-Apr	15	1-May	15-May	1-Jun	15-Jun	1-Jul	15-Jul	August	15-Aug	Sept	2014 15-Sep	Oct	15-Oct	Nov-Mar	15-Nov	Dec	Dec 15	1-Jan	15-Jan	2015 Feb 1	15-Feb	1-Mar	15-Mar	1-Jun
PM -Feasibility study	x	x																							
Adopt Option 1 or 2		x																							
Option 1 A																									
Soils Tests		x	x	x	x	x	x																		
Prepare request for maps change		x	x	x	x	x	x	x																	
RFP for Design Services		x	x	x																					
RFP for Project Management		x	x	x																					
RFP for Relocation services		x	x	x																					
Panel /schedule selections			x	x	x																				
Council approval				x	x																				
Consults prepare site plan, relocation plan, budget update, CD.						x	x	x	x	x	x														
Public meeting -maps change		x	x	x	x	x	x	x	x																
a. CEQA-MND		x	x	x	x	x	x	x	x																
b. CEQA CE		x	x	x																					
Environmental approvals						x	x	x	x	x	x	x	x												
Option 2 Project may begin							x	x	x	x	x	x	x												
Complete appraisal on Parcel 2, negotiate																									
Clarify timeline and Step A																									
CEQA Neg Dec																									
Qualified bidders /short list/no council																									
(See bid list)																									
CONTINUING																									
PROJECT READY										x	x														
Purchase agreement (Both)																									
escrow open										x	x	x	x												
Completed Relocation Plan							x	x	x	x	x	x	x												
Close escrow (pay families)											x	x	x												
Demolition Permit										x	x	x	x												
Contract for demolition services (RFP)											x	x	x												
Demolish buildings												x	x	x											
award design contract																									
Complete concept/alternatives																									
Submit 50% CD's																									
Plan check													x												
Submit 100% CD's													x												
clotion to Proceed													x	x											
building permit							x	x	x		x	x	x	x											
[illegible] CONSTRUCTION STARTS																									
[illegible]										Option 2															
Fencing - 5,000									x	x	x	x	x	x		x		x	x	x					
Mini-RFQ, receive bids, review them *Concrete																			x	x	x				
Select Concrete Contractor																			x						
Rough Grade /Set grade														x					x						
Installing concrete mow strips												x	x	x	x	x				x					
Install decomposed granite																	x			x	x				
Order and purchase concrete equipment, picnic tables, benches																	x	x		x	x				
Install concrete equipment													x				x			x	x				
Install concrete pads for picnic tables																				x	x				
Mini-RFQ, receive bids, review them landscape																				x	x				
Select irrigation /landscape contractor																				x					
Install tree bubblers																				x	x				
plant trees and plants													x	x	x	x			x	x	x	x	x		
Fence Pavilion										N/A											x	x	x		
lighting										N/A			x	x	x	x	x	x	x	x	x	x	x	x	
Final inspection															x	x	x	x	x	x	x	x	x	x	
10% request for contingency hold																			x	x	x	x	x	x	
[illegible]																			x	x	x	x	x	x	

APPENDIX B

PROJECT MANAGEMENT SERVCIES RFP

SAMPLE CONTRACT

PROFESSIONAL SERVICES AGREEMENT
([Replace w/ Name of Consultant - Replace w/ Brief Description of Engagement])

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____day of _____ 20_____ (hereinafter, the "Effective Date"), by and between the CITY OF CUDAHY, a municipal corporation ("CITY") and [___REPLACE WITH NAME OF CONSULTANT____], a [___REPLACE WITH TYPE OF ENTITY, E.G., CORPORATION? PARTNERSHIP? SOLE PROPRIETORSHIP? ETC._ ___] (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.

WHEREAS, CITY wishes to engage CONSULTANT to provide the following specialized services:_____; and

WHEREAS, CITY's in-house personnel is presently unable to perform the specialized services and tasks contemplated under this Agreement; and

WHEREAS, CONSULTANT possesses the specialized training, skill, expertise and experience required to perform the services contemplated under this Agreement; and

WHEREAS, CONSULTANT agrees to perform the various services and tasks set forth under this Agreement subject to the terms and conditions set forth herein; and

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY 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 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 incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in

the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

1.2 TERM: This Agreement shall have a term of [___REPLACE TEXT WITH TERM PERIOD: X# of DAYS? MONTHS? YEARS?] commencing from [_REPLACE TEXT WITH START DATE OF TERM: CAN BE EITHER the "EFFECTIVE DATE"? SOME OTHER DATE?]. [OPTIONAL LANGUAGE: Upon the conclusion of the Term, this Agreement shall renew automatically for a maximum of [_MAXIMUM NUMBER OF EXTENSION TERMS AND MAXIMUM DURATION OF EACH SUCH EXTENSION TERM. EDITOR'S NOTE: IT IS RECOMMENDED THAT ANY INDIVIDUAL EXTENSION TERM NOT EXCEED ONE YEAR IN DURATION AND THAT THE TOTAL NUMBER OF EXTENSION TERMS NOT EXCEED A MAXIMUM OF TWO YEARS BEYOND THE END OF THE INITIAL TERM] ....., unless CITY issues written notice of its intent not to authorize an additional extension term(s). 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. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is [____THIS LANGUAGE MAY VARY DEPENDING ON THE LOCATION OF ANY APPLICABLE COMPENSATION SCHEDULE – SOME SCHEDULES ARE EMBEDDED IN THE SCOPE OF SERVICES WHILE OTHERS CAN BE FOUND IN A SEPARATE STAND-ALONE SCHEDULE WHICH SHOULD BE ATTACHED AS AN EXHIBIT TO THE AGREEMENT_____] (hereinafter, the "Approved Rate Schedule").

B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of [___REPLACE WITH NOT-TO-EXCEED SUM____] (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONSULTANT'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 CONSULTANT'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: Reserved; No text.

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 right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

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 materials, 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 Superintendent and [____REPLACE WITH TITLE OF CITY REPRESENTATIVE WHO WILL BE ENGAGED IN THE DAY-TO-DAY ADMINISTRATION OF THE CONTRACT_____] (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The Superintendent 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. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates [__INSERT NAME AND TITLE OF PERSON WHO IS CONSULTANT REPRESENTATIVE FOR PURPOSES OF CONTRACT ADMINISTRATION_____] 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.

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 to the highest standards of CONSULTANT's profession;

B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;

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. All of CONSULTANT'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 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 the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars 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 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 to the highest 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. 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 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 contractor 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, contractors, subcontractors 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,

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 CONSULTANT and shall not be re-assigned 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.

2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT 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 CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors 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, contractors, subcontractors 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.

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 polices 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 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: 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 and which shall indemnify, insure and provide legal defense for both CONSULTANT 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 CONSULTANT 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, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT'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 admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

3.4 PRIMACY OF CONSULTANT'S INSURANCE: All polices 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.

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

3.6 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 its 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 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 the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. 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 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except

such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.

4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this 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.

4.4 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.

4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY 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 subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V.
TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days prior written notice of CITY's intent to terminate this Agreement. 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. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 7.1 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 fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, 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 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of 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 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 CONSULTANT, whether voluntary of involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by 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. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT'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, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT 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 CONSULTANT, the CITY may immediately 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.

CONSULTANT 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, 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 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 subcontractors and subconslutants 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 subcontractor 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:
[_REPLACE WITH Business Name of Consultant_]
[_REPLACE WITH Business Address_]
Attn: [_REPLACE WITH Name/Title of Consultant's chief contact _ _]
Phone: [_REPLACE WITH Phone Number_]
Fax: [_REPLACE WITH Fax Number_ _]
Email: [_If available, REPLACE WITH e-mail or simply delete_]

CITY:
City of Cudahy
[Insert Name of Department/Division]
5220 Santa Ana Street
Cudahy, CA 90201
Attn: [___Title of CITY Contact___]
Phone: [___REPLACE WITH Dept Phone__]
Fax: [___REPLACE WITH Dept Fax___]

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, including provisions relating to insurance requirements and indemnification.

6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors 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, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

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

6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and 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 remaining two original counterparts shall be retained by CITY.

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

CITY OF CUDAHY:

By:_____
Henry Garcia, Interim City Manager

Date:_____

[REPLACE WITH BUSINESS NAME OF CONSULTANT, E.G., ACME CORP., A CALIFORNIA CORPORATION ETC.]:

By:_____

Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM:

By:_____

Date:_____

APPENDIX C

PROJECT MANAGEMENT SERVICES RFP

SUMMARY SHEET

Firm Name:_____

Firm Parent or Ownership: _____

Firm Address: _____

_____

Firm Telephone Number: _____ Fax Number: _____

Firm Email Address: _____

Firm Website: _____

Number of years in existence: _____

Management Contact (person authorized to sign an agreement for the firm; and ultimately responsible for services required for this Request for Proposal:

Name: _____ Title: _____

Telephone Number:_____ Fax: _____

Email: _____

Types of series provided by your firm: _____

_____

_____

_____

_____

_____

APPENDIX D

PROJECT MANAGEMENT SERVICES RFP

CERTIFICATION OF FIRM'S ACCEPTANCE OF CITY OF CUDAHY'S PROFESSIONAL SERVICES AGREEMENTAND PROPOSAL FOR MODIFICATION OF TERMS (if any)

By signing this form below, the firm certifies that the attached Agreement in Appendix B is acceptable to the firm and will be signed upon selection of the firm to perform consulting services for the City of Cudahy, except for request for modification of the agreement (if any), as specifically described below (or listing modifications by number that refer to attached sheets if necessary).

Name and Signature of Firm's Management Representative authorized to sign an agreement:

_____ _____

Name Title

_____ _____

Signature Date

Firm Name: _____

APPENDIX E

PROJECT MANAGEMENT SERVICES RFP

FALSE CLAIMS FORM

CITY OF CUDAHY
CITY HALL
5220 SANTA ANA STREET
CUDAHY, CALIFORNIA 90201
FALSE CLAIMS/
FALSE CLAIMS ACT CERTIFICATION
(PROJECT MANAGEMENT SERVICES RFP)

Proposer shall provide either the certification requested below or the information requested on the next page. **Failure to certify or provide the requested information may result in a determination that the Proposer is non-responsive and City may reject the proposal on this basis. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible and City may reject the proposal on this basis as well.** "False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. Sections 3729 et seq., and the California False Claims Act, Government Code Sections 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 proposal) (Title with proposing entity)

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

In submitting a proposal to the City of Cudahy, 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 Proposal 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, _____, the _____
(Print name of person responsible for submitting proposal) (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 Proposal on behalf of Proposer)

END OF DOCUMENT

APPENDIX F

PROJECT MANAGEMENT SERVICES RFP

CIVIL LITIGATION HISTORY

CITY OF CUDAHY
CITY HALL
5220 SANTA ANA STREET
CUDAHY, CALIFORNIA 90201
CIVIL LITIGATION HISTORY/
CIVIL LITIGATION CERTIFICATION
(PROJECT MANAGEMENT SERVICES RFP)

Proposer shall provide either the certification requested below or information requested on the next page. **Failure to provide such certification or information may result in a determination that the Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible.** For the five (5) years preceding the date of submittal of this Proposal, identify any civil litigation arising out of the performance of a procurement contract within the State of California in which any of the following was a named plaintiff or defendant in a lawsuit brought by or against the entity soliciting Proposals: the Proposer submitting the instant Proposal, including any person who is an officer of, or in a managing position with, or has an ownership interest in the entity submitting the Proposal. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on the following page labeled "Civil Litigation History Information:" (i) the name and court case identification number of each case, (ii) the jurisdiction in which it was filed, and (iii) the outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

CIVIL LITIGATION CERTIFICATION

If the Proposer has no civil litigation history to report as described above, complete the following:

I, _____, am the _____
(Print name of person responsible for submitting Proposal) (Title with Proposing Entity)

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

In submitting a Proposal to the City of Cudahy for Project Management Services, 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 foregoing is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by_____
(Signature of Person Responsible for Submitting Proposal on 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, _____, the _____
(Print name of person responsible for submitting Proposal) (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 Proposal on behalf of Proposer)

END OF DOCUMENT

REQUEST FOR QUALIFICATIONS

TO PROVIDE

Landscape Design Services
for the Clara Park Expansion Project Phase III

TO THE

CITY OF CUDAHY

IMPORTANT DATES

RFQ ISSUED	Friday, July 4, 2014
DEADLINE TO SUBMIT QUESTIONS	Wednesday, July 9, 2014 at 4:00 P.M.
PROPOSAL DUE DATE	**Friday July 25, 2014 at 4:00 PM**
PROPOSALS ARE EVALUATED	Monday – Friday, July 30 – August 4, 2014
CITY COUNCIL APPROVAL	Tuesday, August 18, 2014
NOTICE TO PROCEED	Monday, August 25, 2014

TABLE OF CONTENTS

I. INTRODUCTION 1

II. BACKGROUND 1

III. SCOPE OF WORK 1

IV. PROPOSAL SCHEDULE 2

V. GENERAL INFORMATION 2

VI. TERMS AND CONDITIONS 6

VII. PROPOSAL CONTENT 7

VIII. STAFF CONTACT 13

APPENDIX A - Scope of Work 14

APPENDIX B - Sample Contract 15

APPENDIX C - Summary Sheet 29

APPENDIX D - Certification of Acceptance 31

APPENDIX E – False Claims Form 32

APPENDIX F – Civil Litigation History 35

City of Cudahy

5220 Santa Ana, Cudahy, California 90201

(323) 773-5143 Fax (323) 771-2072

July 4, 2014
Landscape Design Services
for the Clara Park Expansion Project
Request for Qualifications

I. INTRODUCTION

The City of Cudahy (City) is seeking Statements of Qualifications for Landscape Design Services for the construction of a new urban in-fill park, referred to as the Clara Street Sports Complex Expansion (Phase III) to be located on a .45 acre parcel located at 4840 Clara Street, Cudahy. The parcel currently houses 6 rental units. The City of Cudahy intends to purchase the property with state grant funds, demolish the structure and design and build a .45 acre park by March 30, 2015. The ability of the consultant to respond quickly to requests and the ability to mobilize and complete the work required during a compressed design and permitting timeline will be a critical factor in evaluating these firms. The City is seeking a firm with demonstrated competence, and professional qualifications in the field of landscape design and construction observation of parks and open space in urban and suburban Southern California.

II. BACKGROUND

Cudahy is located in Southeast Los Angeles County, next to the L.A. River. The City was incorporated on November 10, 1960 and named after its founder, meat-packing baron Michael Cudahy, who purchased the land known as Rancho San Antonio in 1908 for development. Cudahy is 1.1 square miles with a current population of 25,870. The City is a general law city and operates under the council-manager form of government.

III. SCOPE OF WORK

The City hereby solicits qualification packets from consulting firms specializing in Landscape Design Services of Park Improvements and related infrastructure.

The City has state funding for the park improvement project it plans at the Clara Street Sports Complex Expansion (Phase III) at 4840 Clara Street, in Cudahy. The scope of work of this park will include demolishing older structures, grading site, laying out survey points, grubbing site, laying out walking paths, laying out native planting area, laying out outdoor exercise equipment, pedestrian lighting, construction of concrete walking paths with concrete edges, and the layout, selection, and placement of picnic areas with tables and braziers.

As needed the City will also request Special Design Services such as (but not limited to) a demolition plan, a native landscape planting plan with trees, an irrigation plan, and engineering comments if needed.

The City's Community Development Department does not have staff to design park improvements; therefore, the City aspires to hire a qualified consultant to perform such tasks.

IV. PROPOSAL SCHEDULE

RFQ Issued:	Friday, July 4, 2014
Deadline to Submit Questions:	Wednesday, July 9, 2014 at 4:00 P.M.
Deadline to Receive Proposals	July 25, 2014 at 4:00 PM
Evaluation of Statements of Qualifications	Monday – Thursday, July 30 – August 4, 2014
City Council Approval	Tuesday, August 18, 2014
Notice to Proceed	Monday, August 25, 2014

V. GENERAL INFORMATION

The City seeks proposals from outside firms to provide project management services for the Clara Park Expansion Project ("Project'). The City will select one qualifying firm to provide the services as defined in the Scope of Services section of this RFQ.

A. **Proposal Validity** – The Proposer's pricing shall be valid for a minimum of 90 days.

B. **Request for Information** – Questions regarding this RFQ are for clarification purposes only and are to be directed by e-mail to: Michael Allen, Acting Community Development Director, at mallen@cityofcudahyca.gov. The deadline to submit questions will be July 9, 2014 at 4:00 P.M.

C. **Submission Deadline** – Proposals must be received, in a sealed envelope with the words "Professional Consultant Services For Landscape Design Services" clearly labeled along with the name and address of the firm, by the Office of the City Clerk by 4:00 p.m. on July 25, 2014. The submitted packet shall include three (3) copies of the proposal and one (1) copy of the proposal to be provided on compact disc or a flash drive.

The Statement of Qualifications, including appendices, must not exceed 20 sheets on 8.5" x 11" paper (11" x 17" paper can be used to display

organizational charts). Font size must be at least 12 point for text or 8 point for graphics. Dividers used to separate sections will not be counted as pages.

D. **Late Submittals** – It is strongly recommended that proposals be delivered in-person or via personal courier by or before the submission deadline. Proposals received after the specified submission deadline will be disqualified and not considered. Proposals postmarked prior to the applicable deadline date but received after the deadline will also be disqualified and not considered. Proposers are responsible to ensure the timely submission of their proposal. Proposals may not be submitted by facsimile or electronic mail.

E. **Withdrawal or Modifications** – A proposal may be withdrawn or changed by a written and signed request by the firm prior to the final deadline. If firms do not make this request before the final deadline, the firm shall be obligated to fulfill the terms of their proposal as submitted. In the event a Proposer seeks to withdraw and modify a proposal, the modified proposal must be submitted before the applicable submission deadline.

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

G. **Responsiveness** – All submittals will be reviewed by the City to determine compliance with all requirements and instructions as specified in the RFQ. Firms are notified that failure to comply with any part of the RFQ may result in the rejection of the submittal as non-responsive.

The City also reserves the right, at its sole and absolute discretion to waive minor administrative irregularities or errors.

H. **Costs** – The City will not be liable for any costs incurred by the Proposer in preparing and responding to this RFQ. The Proposer shall not include any pre-contractual expenses as part of the proposed cost.

I. **Legal Authorization** – All forms and documentation included in this RFQ must be signed and dated by a person authorized to legally bind the Proposer to a contractual relationship with the City.

J. **Conflict of Interest** – Proposer is required to issue a brief statement disclosing potentially conflicting interests including:

1. Any litigation involving the Proposer or the Proposer's personnel which is adverse to the City; and

2. Consulting services currently being provided or provided within the last four years to any person, corporation, partnership, or other entity that made application to the City for a discretionary land use entitlement or City project.

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

1. A proposal may be immediately rejected if:

a) It contains misrepresentative or misleading information;

b) It is received at any time after the exact date and time set for receipt of proposals;

c) It does not meet the required specifications or terms and conditions as prescribed;

d) It is not prepared in the format outlined in this RFQ;

e) It is signed by an individual not authorized to represent the Proposer;

f) Proposer is involved in outstanding litigation that could impinge on its ability to complete the responsibilities and obligations of the proposal;

g) Any other reason in the City's sole and absolute discretion.

L. **No Guarantee of Contract** – No guarantee is made that any contract will be awarded in response to this RFQ.

M. **Insurance Coverage** – If a Proposer is selected, all insurance documentation will be provided to the City prior to the execution of a contract at the expense of the Proposer. All insurance requirements are included as a provision of the contract.

N. **Sub-consultants** – Proposer shall identify any sub-consultants and describe the responsibilities that will be assigned to them. The same level of references and background information required for Proposers shall be required of sub-consultants.

O. **Acceptance of Conditions** – Proposer shall include a statement offering the acceptance of all conditions listed in the RFQ document (including, but not limited to, all the conditions reflected in the sample Professional Services Agreement) which shall be submitted with the proposal.

P. **Public Record** – All proposals submitted in response to this RFQ will become the property of the City upon submission and a matter of public record pursuant to applicable law. City reserves the right to make copies of all proposals available for inspection and copying by interested members of the public as records of the City and City shall be under no obligation to the Proposer to withhold such records. Insofar as a proposal contains information that the Proposer regards as proprietary and confidential, it shall be the responsibility of the Proposer (and not the City) to specifically identify which items of information are proprietary and clearly identify in writing which specific pieces of information are proprietary. It shall be insufficient for the Proposer to merely identify the entire proposal or an entire page or set of pages of proprietary. With respect to information deemed proprietary, the procedures set forth under subsection (T) below shall be observed. Not-to-exceed sums, hourly rates and the like that may be set forth in a proposal shall not constitute proprietary information nor shall any information readily available to the general public or any other information not regarded as proprietary and confidential under federal or state law.

Q. **Right to Request Additional Information** – During the evaluation process the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

R. **Additional Services** – The Scope of Work describes the minimum baseline level of services required for the services contemplated under this RFQ; however, cost-effective proposals that exceed the minimum levels of service are welcome. Upon final selection of the firm, the Scope of Work may be modified and refined during negotiations with the City to account for the performance of services that exceed the baseline level called for under this RFQ.

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

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

VI. TERMS AND CONDITIONS

A. Certification

By submitting a proposal, Proposer certifies that it has fully read and understands this RFQ and has full knowledge of the nature, scope and scale of services and tasks that are to be performed under this RFQ. Proposer also certifies that its proposal was prepared without prior understanding, agreement or connection with any other Proposer submitting a proposal for this RFQ, and is in all respects fair and without collusion or fraud, so that all proposals will result from free, open and competitive proposing among all Proposers.

B. Reserving Rights

The City reserves the right to reject any and all proposals received as a result of this RFQ. City's potential award of a contract will not be based on any single factor nor will it be based solely or exclusively on the lowest cost proposal. If a contract is awarded, it will be awarded to the Proposer who in the judgment of the City has presented an optimal balance of relevant experience, technical expertise, technological innovation, price, quality of service, work history and other factors which the City may consider relevant and important in determining which proposal is best for the City.

C. Assignment and Guarantee

No assignment by the Proposer of the contract or any part thereof, or of funds to be received hereunder, is binding unless the City has given written consent before such assignment. There is also no guarantee of a minimal amount of work or compensation for any Proposer selected for contract negotiations.

D. Financial Responsibility for Proposal Costs

The City accepts no financial responsibility for any costs incurred by the Proposer in responding to this RFQ. Proposals will become the property of the City and may be used by the City in any way deemed appropriate. Received proposals will not be returned to the Proposer.

E. Clarification

Should discrepancies or omissions be found in this RFQ or should there be a need to clarify this RFQ, questions or comments should be emailed to Michael Allen, Acting Community Development Director at mallen@cityofcudahyca.gov. The City shall not be responsible for, nor be bound by, any oral instructions, interpretations or explanations issued by the City.

F. Discrimination

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

G. Indemnification

Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorneys' fees, and otherwise hold harmless the City, its employees and agents from any liability of any nature or kind in regard to the preparation or presentation of a proposal in response to this RFQ.

H. Gratuity Prohibition

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

VII. PROPOSAL CONTENT

The City has begun advertising for the solicitation of qualified consultants as of May 30, 2014 for the Clara Street Sports Complex Expansion (Phase III). A Landscape Design Consultant shall perform the scope of services prior to Sept. 1, 2014 or until a Notice of Completion is filed with the County Recorder's Office and the park project is formally

closed out. The Schedule of Work shall be defined and negotiated between the City and the selected consultant.

Through an evaluation process the City will select the best-qualified Landscape Design Consultants. The submittals will be evaluated based upon several factors, including but not limited to: format, organization, presentation, qualifications, experience, hourly rate/ fee schedule, project turnaround time and staff availability.

A. The City requires all Statements of Qualifications submitted in response to this RFQ to follow a specific format. Interested firms must submit three (3) original Statement of Qualifications and one (1) copy of the proposal to be provided on compact disc in a sealed labeled envelope.

B. The Statement of Qualifications, including appendices must not exceed 20 sheets on 8.5" x 11" paper (11" x 17" paper can be used to display organizational charts). Font size must be at least 12 points for text or 8 points for graphics. Dividers used to separate sections will not be counted as pages.

C. Cover Letter/ Executive Summary

Provide an executive summary detailing your project team, qualifications and experience. The cover letter should be signed by a person with the official authority to bind the company. The letter must also include the name, address, telephone number, email address, title and signature of the firm's contact person for this RFQ. An acceptance to the City's selection process should also be included.

D. Approach

Provide a narrative in which the firm indicates their understanding of what is being requested by the City in this RFQ, including the work they will accomplish and noting any work items that normally will be accomplished under this request by not a part of this RFQ.

E. Company History and Background

- Brief company history and background with respect to design of parks, open space, walking paths, outdoor exercise stations, picnic areas, pedestrian lighting and other infrastructure projects. Include also the firm's capacity to provide Construction Management and Inspection Services.
- Convey sufficient Staff capacity and capital to fulfill typical project design Scope of Services within short timeline.
- List all certifications that the firm and its personnel possess and the types of design services they can perform including Construction Management and Inspection Services.

F. Work Plan / Methodology

- Proposed approach to be applied in completing the tasks and expected deliverables of a typical urban in-fill park, on newly acquired residential land.
- Provide a chart matching the names of key personnel and/or sub-consultants with their assignments of accountability.
- List the primary office location, contact person and names of sub-consultants involved.
- Describe concept/schematic plan, when it will be done, the programmatic elements prior to commencement of construction documents and how it will be presented to Commissions, City Council and interested public parties.
- Provide a timeline for production of construction documents and specifications required by permitting agency and City contractor so that construction can begin on or before September 1, 2014 and construction can be substantially completed by March 15, 2015.

G. Firm's Relative Experience

- Describe projects of similar scope for which your firm was contracted for in the last five years.
- Make sure to include the client's name, scope of project, size of project, whether or not it was a "state funded project" and the extent of public involvement.

H. Qualifications of Firm

- Explain the ability of the Consultant to perform the required work
- Provide firm's capabilities, qualifications and experience related to the scope of services.
- Provide a list of previous, current and similar projects in which the Consultant and sub-consultants have worked. This list should clearly identify each project, roles, and responsibility of each party.
- Provide information on the strength and stability of the Proposer.
- Provide current work load.
- Provide record of meeting schedules on similar scopes of services.
- Resumes may be provided describing the proposed staff's qualifications (must include their applicable licenses and certifications).

- A list of similar projects (clients), the proposed Project Manager, Design, Construction Management and Inspection Staff have completed in the past five years.

I. Proposed Staffing and Project Team

This section should establish qualifications and experience of staff that will be assigned to this City. Also, identify key personnel to be assigned and their qualifications and experience (detailed).

- Through an organization chart, propose your firm's staff (and sub-consultants) to this RFQ.
- Include the assigned Project Manager and individual(s) authorized to negotiate the contract on behalf of the firm.

J. Other Information to Include

- Education, experience, applicable professional credentials of project staff that will be assigned to City.
- Provide the identity of key personnel proposed: person's name, current location, proposed position, current assignment, level of commitment, and how long each person has been with the firm.
- A statement that key personnel will be available for the duration of the scope of services and acknowledgement that no person designated as key personnel shall be removed or replaced without the prior written notification to the City.
- It is important that key personnel proposed have the background, experience and qualifications to properly perform the work detailed in the scope of services.
- Details of any litigation your firm or any of its subsidiaries or affiliates have had in the past five years related to the performance of services provided by the firm.
- Provide a schedule identifying key milestones of your firm's proposed tasks throughout the life of a typical street improvement/CIP project.

K. References

- Provide 5 references of clients who obtained your services in the past five years (from which three (3) must be from public agency references for similar assignments).
- Name, address, telephone number, e-mail, project description (including scope of work and project size).

- References of local agencies with federal funded projects are preferable.

L. Insurance

Provide a copy of the firm's current insurance certificates.

M. Hourly Rate/ Fee Schedule

Hourly rates/ fee schedule of all staff levels anticipated to match the scope of services tasks and work including a timeline.

N. EVALUATION PROCEDURES

1. Selection Committee

Proposals submitted will be evaluated by City staff, which shall be selected by the City Manager.

2. Review of Proposals

City staff will use a point formula during the review process to individually score Proposals, as outlined in Section C below, "Proposal Evaluation Criteria." City staff will then be convened to review and discuss the evaluations and combine the individual scores to arrive at an average composite score for each firm. Firms that do not meet the "Mandatory Elements" listed in Section C1 below will be eliminated from further consideration.

After the composite Project Proposal score for each firm has been established based upon the "Qualitative Evaluation" criteria listed in C2, if deemed necessary the firms with the three (3) highest scores will be recommended by the Public Works Director to participate in an oral presentation/interview with the Selection Committee as outlined below.

3. Project Proposal Evaluation Criteria

Proposals will be evaluated using two (2) sets of criteria. Forms meeting the mandatory elements will have their proposals evaluated and scored. The following represent the principal selection criteria which will be considered during the evaluation process. City reserves the right to select any firm that submits a complete and timely proposal notwithstanding the firms overall score in relation to other firms.

a) Mandatory Elements

i. The firm is an independent contractor properly licensed to practice in California.

ii. The firm has no conflict of interest with regard to any other work performed by the firm for the City.

iii. The firm adheres to the instructions in this RFQ on preparing and submitting the proposal.

b) Qualitative Evaluation (Maximum Point = 100)

c) Experience and Performance (50 Points):

i. The firm's past experience and performance on specific government engagements (i.e., references).

ii. Distinguishing features, skill and/or services (these may include demonstrated experience of the assigned staff to the project).

iii. Firm's statement on why it believes itself to be best qualified (cover letter).

d) Ability to complete work in a timely manner and references (25 points)

e) Cost/Value to City (and/or applicants) (25 points)

i. Reasonable rate for Project services

ii. Ability to stay within budget.

f) Oral presentation/interview (at the option of the City)

The Proposers with the three highest combined scores should expect to be interviewed by the City staff on the date listed in the RFQ. Upon completion of the interviews and negotiation of compensation, and/or terms and conditions, a contract shall be prepared and submitted to the City Council for approval.

O. PROPOSAL SUBMITTAL

Three (3) hard copies and one (1) electronic copy of the proposal shall be presented in an envelope or package. Hard copies should be bound and an electronic copy shall be provided in a compact disc that will include the name of the Proposer and the title "Professional Consultant Services For Landscape Design Services." The electronic file shall be in Portable Document Format (PDF). The envelope shall bear the name, address, and telephone number of the individual or entity submitting the proposal and shall be addressed as follows:

Office of the City Clerk
City of Cudahy
5220 Santa Ana Street
Cudahy, CA 90201

Proposals can be hand delivered or mailed to the address listed above. Proposals will not be accepted by fax or e-mail.

The proposal shall be delivered to the above address on or before **4:00 P.M.** on **July 25, 2014**

VIII. STAFF CONTACT

For inquiries, please contact Michael Allen at (323) 773-5143 or email at mallen@cityofcudahyca.gov.

Issued by:

CITY OF CUDAHY

CITY MANAGER'S OFFICE

_____

Michael Allen
Acting City Manager

APPENDIX A

LANDSCAPE DESIGN SERVICES RFQ

SCOPE OF WORK

The City of Cudahy ("City") hereby solicits qualification packets from consulting firms specializing in Landscape Design Services of Park Improvements and related infrastructure. A qualified firm will have technical experience designing park landscapes on urban in-fill sites, including but not limited to analyzing soils samples, survey methods, grading techniques, familiarity with our climate and drought conditions, xeriscapes, storm water best management practices, native plants and trees, urban design, civil engineering, irrigation systems design, installation and construction.

The City has State funding for the park improvement project it plans to make at Clara Street Sports Complex expansion (Phase III) at 4840 Clara Street, in Cudahy. The scope of work of this park will include demolishing older structures, grading site, laying out survey points, grubbing site, laying out walking paths, laying out native planting area, laying out outdoor exercise equipment, pedestrian lighting, construction of concrete walking paths with concrete edges, and the layout, selection, and placement of picnic areas with tables and braziers.

As needed the City will also request Special Design Services such as (but not limited to) a demolition plan, a native landscape planting plan with trees, an irrigation plan, and engineering comments if needed.

The City's Community Development Department does not have staff to design park improvements; therefore, the City aspires to hire a qualified consultant to perform such tasks.

APPENDIX B

LANDSCAPE DESIGN SERVICES RFQ

SAMPLE CONTRACT

PROFESSIONAL SERVICES AGREEMENT

(Replace w/ Name of Consultant - Replace w/ Brief Description of Engagement)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____day of _____ 20_____ (hereinafter, the "Effective Date"), by and between the CITY OF CUDAHY, a municipal corporation ("CITY") and [____REPLACE WITH NAME OF CONSULTANT____], a [___REPLACE WITH TYPE OF ENTITY, E.G., CORPORATION? PARTNERSHIP? SOLE PROPRIETORSHIP? ETC.____] (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.

WHEREAS, CITY wishes to engage CONSULTANT to provide the following specialized services:_____; and

WHEREAS, CITY's in-house personnel is presently unable to perform the specialized services and tasks contemplated under this Agreement; and

WHEREAS, CONSULTANT possesses the specialized training, skill, expertise and experience required to perform the services contemplated under this Agreement; and

WHEREAS, CONSULTANT agrees to perform the various services and tasks set forth under this Agreement subject to the terms and conditions set forth herein; and

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY 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 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 incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

1.2 TERM: This Agreement shall have a term of [___REPLACE TEXT WITH TERM PERIOD: X# of DAYS? MONTHS? YEARS?] commencing from [_REPLACE TEXT WITH START DATE OF TERM: CAN BE EITHER the "EFFECTIVE DATE"? SOME OTHER DATE?]. [OPTIONAL LANGUAGE: Upon the conclusion of the Term, this Agreement shall renew automatically for a maximum of [_MAXIMUM NUMBER OF EXTENSION TERMS AND MAXIMUM DURATION OF EACH SUCH EXTENSION TERM. EDITOR'S NOTE: IT IS RECOMMENDED THAT ANY INDIVIDUAL EXTENSION TERM NOT EXCEED ONE YEAR IN DURATION AND THAT THE TOTAL NUMBER OF EXTENSION TERMS NOT EXCEED A MAXIMUM OF TWO YEARS BEYOND THE END OF THE INITIAL TERM] ..... , unless CITY issues written notice of its intent not to authorize an additional extension term(s). 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. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is [_____THIS LANGUAGE MAY VARY DEPENDING ON THE LOCATION OF ANY APPLICABLE COMPENSATION SCHEDULE – SOME SCHEDULES ARE EMBEDDED IN THE SCOPE OF SERVICES WHILE OTHERS CAN BE FOUND IN A SEPARATE STAND-ALONE SCHEDULE WHICH SHOULD BE ATTACHED AS AN EXHIBIT TO THE AGREEMENT_____] (hereinafter, the "Approved Rate Schedule").

B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of [___REPLACE WITH NOT-TO-EXCEED SUM____] (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONSULTANT'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 CONSULTANT'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, CONSULTANT shall submit to CITY an itemized invoice indicating the 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 notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

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 right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

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 materials, 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 Superintendent and [____REPLACE WITH TITLE OF CITY REPRESENTATIVE WHO WILL BE ENGAGED IN THE DAY-TO-DAY ADMINISTRATION OF THE CONTRACT_____] (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The Superintendent 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. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates [__INSERT NAME AND TITLE OF PERSON WHO IS CONSULTANT REPRESENTATIVE FOR PURPOSES OF CONTRACT ADMINISTRATION_____] 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.

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 to the highest standards of CONSULTANT's profession;

B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;

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. All of CONSULTANT'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 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 the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars 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 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 to the highest 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. 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 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 contractor 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, contractors, subcontractors 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, 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 CONSULTANT and shall not be re-assigned 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.

2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT 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 CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors 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, contractors, subcontractors 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.

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 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: 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 and which shall indemnify, insure and provide legal defense for both CONSULTANT 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 CONSULTANT 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, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT'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 admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

3.4 PRIMACY OF 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.

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

3.6 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 its 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 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 the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. 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 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its

failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.

4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this 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.

4.4 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.

4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY 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 subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V.

TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days prior written notice of CITY's intent to terminate this Agreement. 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. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 7.1 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 fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, 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 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of 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 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 CONSULTANT, whether voluntary of involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by 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. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT'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, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT 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 CONSULTANT, the CITY may immediately 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.

CONSULTANT 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, 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 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 subcontractors and subconsultants 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 subcontractor 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:	CITY:
[REPLACE WITH Business Name of Consultant] [REPLACE WITH Business Address] Attn: REPLACE WITH Name/Title of Consultant's chief contact] Phone: [REPLACE WITH Phone Number] Fax: [REPLACE WITH Fax Number] Email: [If available, REPLACE WITH e-mail or simply delete]	City of Cudahy [Insert Name of Department/Division] 5220 Santa Ana Street Cudahy, CA 90201 Attn: [Title of CITY Contact] Phone: [REPLACE WITH Dept Phone] Fax: [REPLACE WITH Dept Fax]

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, including provisions relating to insurance requirements and indemnification.

6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors 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, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

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

6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and 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 remaining two original counterparts shall be retained by CITY.

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

CITY OF CUDAHY:

By:_____
Michael Allen, Acting City Manager

Date_____

[REPLACE WITH BUSINESS NAME OF CONSULTANT, E.G., ACME CORP., A CALIFORNIA CORPORATION ETC.]:

By_____

Name_____

Title_____

Date:_____

APPROVED AS TO FORM:

By:_____

Date_____

APPENDIX C

LANDSCAPE DESIGN SERVICES RFQ

SUMMARY SHEET

Firm Name:_____

Firm Parent or Ownership: _____

Firm Address: _____

_____

Firm Telephone Number: _____ Fax Number: _____

Firm Email Address: _____

Firm Website: _____

Number of years in existence: _____

Management Contact (person authorized to sign an agreement for the firm; and ultimately responsible for services required for this Request for Qualifications:

Name: _____ Title: _____

Telephone Number: _____ Fax: _____

Email: _____

Types of series provided by your firm: _____

_____

_____

_____

_____

_____

APPENDIX D

LANDSCAPE DESIGN SERVICES RFQ

CERTIFICATION OF FIRM'S ACCEPTANCE OF CITY OF CUDAHY'S PROFESSIONAL SERVICES AGREEMENTAND PROPOSAL FOR MODIFICATION OF TERMS (if any)

By signing this form below, the firm certifies that the attached Agreement in Appendix B is acceptable to the firm and will be signed upon selection of the firm to perform consulting services for the City of Cudahy, except for request for modification of the agreement (if any), as specifically described below (or listing modifications by number that refer to attached sheets if necessary).

Name and Signature of Firm's Management Representative authorized to sign an agreement:

Name:_____ Title:_____

Signature:_____ Date:_____

Firm Name: _____

APPENDIX E

FALSE CLAIMS FORM

LANDSCAPE DESIGN SERVICES RFQ

CITY OF CUDAHY

City Hall
5220 Santa Ana Street
Cudahy, California 90201

False Claims / False Claims Act Certification

(LANDSCAPE DESIGN SERVICES RFQ)

Proposer shall provide either the certification requested below or the information requested on the next page. Failure to certify or provide the requested information may result in a determination that the Proposer is non-responsive and City may reject the proposal on this basis. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible and City may reject the proposal on this basis as well. "False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. Sections 3729 et seq., and the California False Claims Act, Government Code Sections 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 proposal) (Title with proposing entity)

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

In submitting a proposal to the City of Cudahy, 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 Proposal
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 proposal) (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 Proposal
on behalf of Proposer)

END OF DOCUMENT

APPENDIX F

LANDSCAPE DESIGN SERVICES RFQ

CIVIL LITIGATION HISTORY

CITY OF CUDAHY
CITY HALL
5220 SANTA ANA STREET
CUDAHY, CALIFORNIA 90201
Civil Litigation History/
Civil Litigation Certification
(LANDSCAPE DESIGN SERVICES RFQ)

Proposer shall provide either the certification requested below or information requested on the next page. Failure to provide such certification or information may result in a determination that the Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible. For the five (5) years preceding the date of submittal of this Proposal, identify any civil litigation arising out of the performance of a procurement contract within the State of California in which any of the following was a named plaintiff or defendant in a lawsuit brought by or against the entity soliciting Proposals: the Proposer submitting the instant Proposal, including any person who is an officer of, or in a managing position with, or has an ownership interest in the entity submitting the Proposal. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on the following page labeled "Civil Litigation History Information:" (i) the name and court case identification number of each case, (ii) the jurisdiction in which it was filed, and (iii) the outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

CIVIL LITIGATION CERTIFICATION

If the Proposer has no civil litigation history to report as described above, complete the following:

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

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

In submitting a Proposal to the City of Cudahy for Landscape Design Services, 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 Proposal
on 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 proposal) (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 Proposal
on behalf of Proposer)

END OF DOCUMENT

HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

Mr. Michael Allen
Acting City Manager
City of Cudahy
5220 Santa Ana St.
Cudahy, Ca. 90201

7-25-14

Re: Clara Park Expansion
Subj: Qualifications for Professional Landscape Architecture Design Services

Dear Mr. Allen,

HAI is in receipt of your Request for Qualifications and acknowledge that no Addendums have been issued. We are pleased to present our qualifications to the City of Cudahy for consideration. HAI welcomes the opportunity to establish a successful working relationship with the City. Contained within this packet are sections related to Technical Approach, Qualifications and Management Approach as well as Similar Project Experience. The project team members and their respective responsibilities are as follows:

Hirsch & Associates, Inc.	Prime Consultant, Project Management, Site Design, Landscape Architecture, Cost estimating, Construction Support
Digital Mapping Associates	Field Topographic and Planimetric Survey
Blue Peak Engineering	Civil Engineering, Preparation erosion control documents
Reedcorp Engineering	Electrical Engineering, Cost Estimating, Construction Support
Soil Exploration Company	Geotechnical Engineering, Infiltration Study

I, Charles Foley shall be the contact person for this project. HAI accepts the City's selection process. chuck@hailandarch.com

Thank You,

Charles Foley, Vice President
Landscape Architect #5567, ASLA

2221 EAST WINSTON ROAD, SUITE A, ANAHEIM, CALIFORNIA 92806
PHONE 714-776-4340 FAX 714-776-4395 WWW.HAILANDARCH.COM LA#1710

Approach

Through our strong commitment to professional integrity and personal service, Hirsch & Associates, Inc. is dedicated to providing the comprehensive services necessary to achieve a final project from conceptualization through completion of construction. Our innovation and employment of advanced technologies, proven multi-discipline approach and demonstrated success of each project support this commitment.

Our approach to the design of Clara Park will be to work closely with City Staff, Stakeholders and Commissions. Close interaction with all participants will assure the social and physical design solutions will complement the final project. Within our operational framework the following key points will be defined.

- Site features that identify the Park as a unique recreational resource. Attention to details, color and design character must be sensitive to the character and scale of the surrounding area.
- Create Environmental Learning opportunities within the park design.
- Consider various circulation factors affecting Park. Bicycle, pedestrian and handicapped access are significant aspects. The Handicapped will be afforded direct access to Park.
- Compliment and reinforce the total project design scheme. We are cognizant of operational and maintenance associated with different developments. Therefore, we provide design and maintenance solutions that are sympathetic to both aesthetic and economic considerations.
- Incorporate passive and economically feasible active energy conservation measures. We accept this responsibility as an integral part of our site design.
- Evaluate emergency requirements influencing the design: fire protection, police and night security.

To begin, a field survey of the proposed project site will be completed. With completed survey, a thorough Inventory and Analysis can be performed. The locations of existing infrastructure and trees will be identified.

HAI and our consultants have a thorough understanding and practice of Calgreen, California Building Code, Federal ADA and State Title 24 disabled accessibility laws, Title 24 Energy Efficiency Standards. We have worked within the State of California as team members on successful projects for over 20 years. In addition, HAI brings a thorough understating of how to apply landscape materials to the site in a manner which creates interest as well as allows for conservation by reducing the demand for supplemental water. Planting drought tolerant material in the correct location/microclimate on the site, we can reduce the energy (water, fertilizer, labor) required to keep the plant material alive through the life of the project. Grading of the area can be designed in such a manor to capture rain and runoff and directing it into planters instead of a storm drain. Finally, specifying materials from local suppliers reduces the carbon footprint required to transport

materials to the site. In summary, our understanding of design and development in California, Southern California specifically, is an asset to the project.

HAI has been in the business of design and construction for many years. We have a history of bringing our design work to fruition on our stated deadlines for bidding. We base our preliminary and probable construction cost estimates on current bid numbers we receive on other projects we design. The values for all line items contained in our estimates are current and reflect the market demand for materials and installation methods. All design work, not specifically assigned to a sub consultant, is prepared in house allowing Principle involvement and oversight. Sub Consultants are managed by senior members of the company as well as HAI Staff. Our system for quality control assures our clients the highest quality product available.

Qualifications of Project Team

Hirsch & Associates, Inc.

Hirsch & Associates, Inc. (HAI) established in 1977 and incorporated in 1988 is a leading landscape architectural and multi-discipline firm created to serve as a knowledgeable and valuable resource to public agencies and private developers. Our goal is to maintain balance between design and economics by furnishing client oriented services tailored to meet the needs of individual projects in a creative, innovative, sustainable and cost effective manner. The knowledge gained designing projects within urban areas allows the professional staff of Hirsch & Associates, Inc. to provide the City of Cudahy with the experience and understanding necessary to expedite design and permitting successfully. This experience equates to well-conceived projects that exceed expectations.

Digital Mapping Associates

Digital Mapping Associates is a full service firm with offices in San Bernardino, California, and Ormond Beach, Florida in addition to our headquarters located in Phoenix, Arizona. We provide mapping solutions for engineers, utilities, developers, and local, state, and federal government agencies. Our project experience ranges from freeway design to environmental monitoring. Our personnel have over 130 years of combined experience, which allows us to provide our clients with quality, state-of-the-art products coupled with excellent customer service. We accomplish this using our team of individuals and organizations with expertise in complimentary areas. We offer all products and services at competitive pricing with emphasis on strict quality control.

Blue Peak Engineering

Blue Peak Engineering, Inc. is a full service consulting firm offering expertise in civil engineering and surveying since 1994.

Blue Peak Engineering has been a team member with HAI for several years. Our experience includes design of storm water BMP's, grading and drainage. Recent projects include Orizaba Park-City of Long Beach, Rivera, Smith and Rio Vista

Parks-City of Pico Rivera, Bradley Park–City of San Marcos, Beach Pedestrian Path-City of Long Beach, Margaret Todd Park-City of Rialto.

Reedcorp Engineering
Reedcorp Engineering has provided government agencies, architects, landscape architects and developers lighting and power designs for commercial and municipal projects. For over 25 years our firm brings to the industry experience that encompasses the entire design or lighting, power and energy systems. Reedcorp Engineering coordinates with all project team members to provide a complete electrical system with economy and maintenance as key factors of design.

Soil Exploration Company
Soil Exploration Company offers comprehensive consulting services in environmental engineering, geotechnical engineering, and geotechnical construction services and testing. Our services have been applied in planning, design, and construction of municipal, public works, commercial, and industrial sectors throughout Southern California. Our staff includes scientists and engineers with technical disciplines in:

* Civil/Geotechnical Engineering
* Soil Mechanics
* Earthwork Engineering
* Rock Mechanics Engineering
* Geology Hydrology
* Environmental Engineering
* Materials Testing
* Construction Inspection and Field Testing Services

HAI

Charles Foley, Vice President – Project Manager, Design Supervision Contract Documents, Construction Support

Education

Landscape Architecture, BS California State Polytechnic University, Pomona

Registration Registered Landscape Architect, California #5567

Mr. Foley has over 18 years design and management experience in Landscape Architecture. He is responsible for the design and development of a wide range of projects for both public and private development. Mr. Foley was specifically involved in each project presented within this proposal.

Mr. Foley has proven his design and project management capabilities with award winning projects for both public and private sectors. Awards include two Awards of Excellence in 2005 for Rotary Centennial Park, City of Long Beach; and Barnes Park, City of Baldwin Park from the California Park and Recreation Society. In 2004 Cesar Chavez Park, City of Pomona won an Award of Excellence and the Creating Community Award of Distinction, presented by the California Parks and Recreation Society.

Patrick Hirsch, President & CEO – Quality Assurance/Quality Control Contract Documents

Education

Associates Degree with Honors Pensacola College, Pensacola FL
Engineering & Design Technology

Associates Degree Horticulture Fullerton College, Fullerton CA

Registration

Registered Landscape Architect, California #1710

Registered Landscape Architect, Arizona #47686

Mr. Hirsch has over 40 years of professional experience in the practice of landscape architecture and is recognized as leading professional in the field of municipal park design, sports facility design, streetscapes, commercial retail landscape design and redevelopment landscape projects. Professional dedication is exemplified by Mr. Hirsch's service to the State Board of Landscape Architects in the capacity of examination committee member and co-author of the irrigation design problem for the California section of the Uniform National Examination.

Mr. Hirsch is a current member of the American Society of Landscape Architects and past director of the American Institute of Landscape Architects. Through his involvement with the California Park & Recreation Society, Mr. Hirsch served as instructor for the Park Design Course of the Pacific Southwest Maintenance Management School, a capacity which he served from 1990 to 1998. As the founding principal of Hirsch and Associates, Inc., Mr. Hirsch's continuing involvement and responsibilities are directed to client contact, public relations, conducting public meetings and presentations.

Pam Brown, Designer – Contract Document Preparation

Education	
Landscape Architecture, BS	California State Polytechnic University, Pomona
Registration	Registered Landscape Architect, California #5866

Ms. Brown joined Hirsch & Associates, Inc. in 2007 with 4 years of previous experience obtained at a multi-disciplinary firm in their Landscape Architecture division. Working closely with engineers, surveyors, and architects has facilitated Ms. Brown's development on numerous projects including the design of Park and Recreation Facilities, Commercial/Retail Centers, and Streetscape Beautification. Ms. Brown has also been involved with the design of Specialty projects such as: water features, water catchment systems for on-site irrigation use, and rain garden features that utilize plant material for contaminant filtration.

Mark Hirsch, Designer – Contract Document Preparation

Education	
General Studies, AA	College of the Redwoods, Eureka CA
Horticulture, AH	Fullerton College, Fullerton CA
Registration	C-27 Licensed Contractor 956898

Mr. Hirsch has 24 years of experience in the landscape design and construction industry. Before joining Hirsch & Associates, Inc. 1998, Mr. Hirsch obtained ten years of experience working for a General Contractor, installing all aspects of landscape construction.

Mr. Hirsch has continued to increase his capacity at HAI, starting from draftsman to his current title of project manager. Accomplishments during his professional career including Autodesk/AutoCAD certification, certified irrigation designer and certified water auditor. Mr. Hirsch is a licensed landscape contractor in the State of California.

<u>Blue Peak</u>

Robert DePrat, Principal Engineer– Civil Engineer

Education	
Civil Engineering	University of California at Irvine, B.S. University of California at Irvine, M.B.A
Registration	California, Civil Engineer, RCE 60482

Mr. DePrat is a civil engineer with over 20 years of specializing site design. His breadth of experience includes design criteria recommendation, site planning, problem mitigation studies to rectify existing adverse conditions, environmental assessment of proposed improvements and the preparation of plans and specifications for various types of development and civil works construction.

Correia Consulting & Design
William Correia – Principal Structural Engineer

Correia Consulting & Design, Structural Engineers consists of one principal engineer Mr. Correia, five staff engineers, three draftsman, and support staff. The firm has in house computer aided design capability and the staff is equipped to handle all types and sizes of projects. Typical projects are; residential, retaining walls, light pole footings, high-rise buildings, long-span bridges and building investigations. The firm's philosophy is to provide the most sound structural system per construction dollar spent.

Soil Exploration Company
Sid A. Siddiqui, RCE, RGE Principal Engineer
Education

Civil Engineering	University of Minnesota M.S.
Civil Engineering	University of Karachi, Pakistan BS

Registration

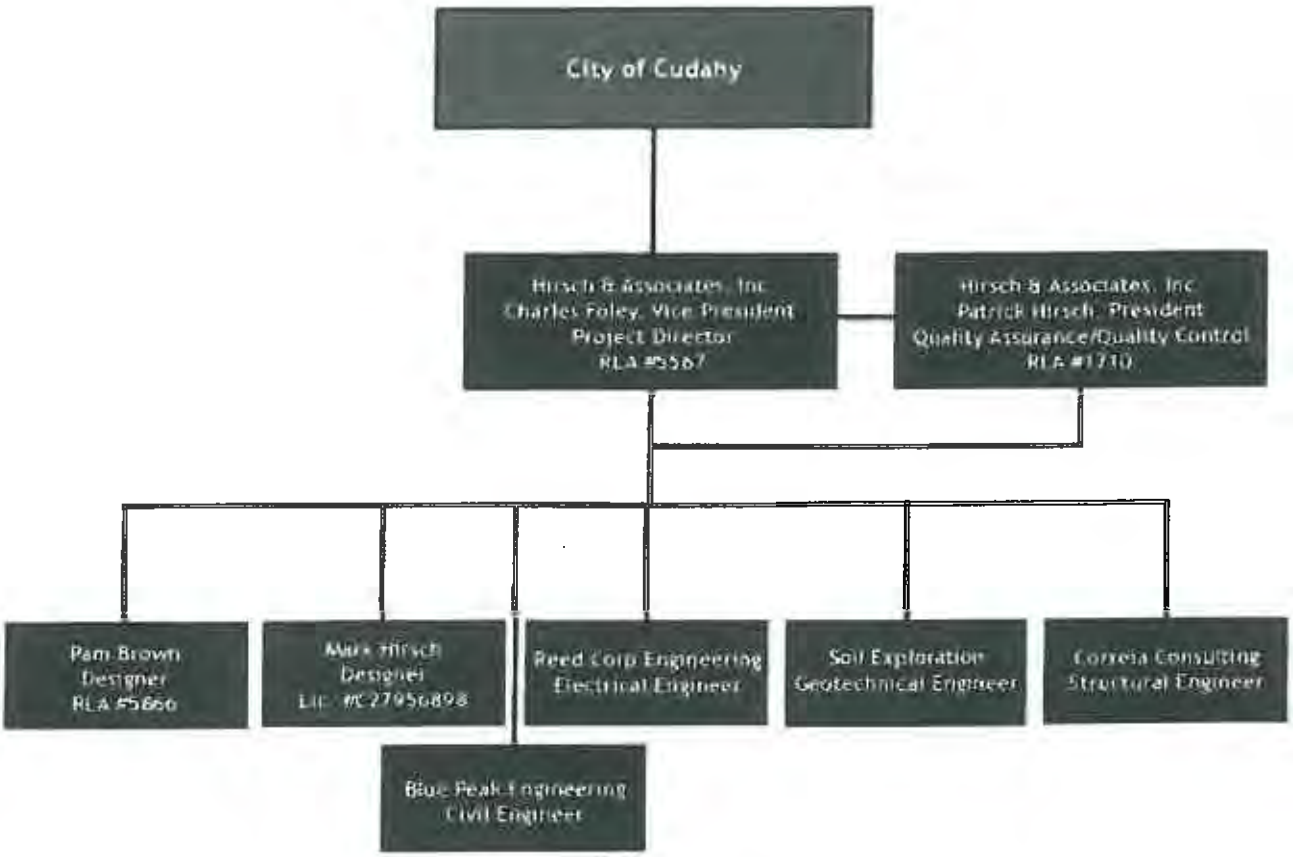
California, RCE 19915	California, RGE 775
Arizona, RCE 8086	Nevada, RCE 3123

Mr. Siddiqui has over 35 years of professional geotechnical engineering experience which was devoted to consulting and design assignments with a major governmental water supply agency (California Department of Water Resources) and with prominent geotechnical firms. His work included assignments on earthfill dams, major large diameter pipelines, open channels, reservoirs (California Aqueduct Project), high-rise structures, infrastructure for major mixed use developments and public works projects.

Reedcorp Engineering
Michael Reed, President
Thomas Hartman, P.E.

Reedcorp Engineering is a major consulting electrical engineering firm that specializes in lighting and power designs for commercial and municipal projects. Our firm brings to the industry many over 30 years of experience that encompass the entire design of lighting, power and energy systems.

HAI Team Organizational Chart



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

Mr. Michael Allen
Acting City Manager
City of Cudahy
5220 Santa Ana St.
Cudahy, Ca. 90201

8-7-14

Re: REVISED Clara Park Expansion
Subj: Qualifications for Professional Landscape Architecture Design Services

Dear Mr. Allen,

HAI is in receipt of your Request for Qualifications and acknowledge that no Addendums have been issued. We are pleased to present our qualifications to the City of Cudahy for consideration. HAI welcomes the opportunity to establish a successful working relationship with the City. Contained within this packet are sections related to Technical Approach, Qualifications and Management Approach as well as Similar Project Experience. The project team members and their respective responsibilities are as follows:

Hirsch & Associates, Inc.	Prime Consultant, Project Management, Site Design, Landscape Architecture, Cost estimating, Construction Support
Digital Mapping Associates	Field Topographic and Planimetric Survey
Blue Peak Engineering	Civil Engineering, Preparation erosion control documents
Reedcorp Engineering	Electrical Engineering, Cost Estimating, Construction Support
Soil Exploration Company	Geotechnical Engineering, Infiltration Study

I, Charles Foley shall be the contact person for this project. HAI accepts the City's selection process. chuck@hailandarch.com

Thank You,

Charles Foley, Vice President
Landscape Architect #5567, ASLA

2221 EAST WINSTON ROAD, SUITE A, ANAHEIM, CALIFORNIA 92806
PHONE 714-776-4340 FAX 714-776-4395 WWW.HAILANDARCH.COM LA#1710

Approach

Through our strong commitment to professional integrity and personal service, Hirsch & Associates, Inc. is dedicated to providing the comprehensive services necessary to achieve a final project from conceptualization through completion of construction. Our innovation and employment of advanced technologies, proven multi-discipline approach and demonstrated success of each project support this commitment.

Our approach to the design of Clara Park will be to work closely with City Staff, Stakeholders and Commissions. Close interaction with all participants will assure the social and physical design solutions will complement the final project. Within our operational framework the following key points will be defined.

- Site features that identify the Park as a unique recreational resource. Attention to details, color and design character must be sensitive to the character and scale of the surrounding area.
- Create Environmental Learning opportunities within the park design.
- Consider various circulation factors affecting Park. Bicycle, pedestrian and handicapped access are significant aspects. The Handicapped will be afforded direct access to Park.
- Compliment and reinforce the total project design scheme. We are cognizant of operational and maintenance associated with different developments. Therefore, we provide design and maintenance solutions that are sympathetic to both aesthetic and economic considerations.
- Incorporate passive and economically feasible active energy conservation measures. We accept this responsibility as an integral part of our site design.
- Evaluate emergency requirements influencing the design: fire protection, police and night security.

To begin, a field survey of the proposed project site will be completed. With completed survey, a thorough Inventory and Analysis can be performed. The locations of existing infrastructure and trees will be identified.

HAI and our consultants have a thorough understanding and practice of Calgreen, California Building Code, Federal ADA and State Title 24 disabled accessibility laws, Title 24 Energy Efficiency Standards. We have worked within the State of California as team members on successful projects for over 20 years. In addition, HAI brings a thorough understating of how to apply landscape materials to the site in a manner which creates interest as well as allows for conservation by reducing the demand for supplemental water. Planting drought tolerant material in the correct location/microclimate on the site, we can reduce the energy (water, fertilizer, labor) required to keep the plant material alive through the life of the project. Grading of the area can be designed in such a manor to capture rain and runoff and directing it into planters instead of a storm drain. Finally, specifying materials from local suppliers reduces the carbon footprint required to transport

materials to the site. In summary, our understanding of design and development in California, Southern California specifically, is an asset to the project.

HAI has been in the business of design and construction for many years. We have a history of bringing our design work to fruition on our stated deadlines for bidding. We base our preliminary and probable construction cost estimates on current bid numbers we receive on other projects we design. The values for all line items contained in our estimates are current and reflect the market demand for materials and installation methods. All design work, not specifically assigned to a sub consultant, is prepared in house allowing Principle involvement and oversight. Sub Consultants are managed by senior members of the company as well as HAI Staff. Our system for quality control assures our clients the highest quality product available.

Qualifications of Project Team

Hirsch & Associates, Inc.

Hirsch & Associates, Inc. (HAI) established in 1977 and incorporated in 1988 is a leading landscape architectural and multi-discipline firm created to serve as a knowledgeable and valuable resource to public agencies and private developers. Our goal is to maintain balance between design and economics by furnishing client oriented services tailored to meet the needs of individual projects in a creative, innovative, sustainable and cost effective manner. The knowledge gained designing projects within urban areas allows the professional staff of Hirsch & Associates, Inc. to provide the City of Cudahy with the experience and understanding necessary to expedite design and permitting successfully. This experience equates to well-conceived projects that exceed expectations.

Digital Mapping Associates

Digital Mapping Associates is a full service firm with offices in San Bernardino, California, and Ormond Beach, Florida in addition to our headquarters located in Phoenix, Arizona. We provide mapping solutions for engineers, utilities, developers, and local, state, and federal government agencies. Our project experience ranges from freeway design to environmental monitoring. Our personnel have over 130 years of combined experience, which allows us to provide our clients with quality, state-of-the-art products coupled with excellent customer service. We accomplish this using our team of individuals and organizations with expertise in complimentary areas. We offer all products and services at competitive pricing with emphasis on strict quality control.

Blue Peak Engineering

Blue Peak Engineering, Inc. is a full service consulting firm offering expertise in civil engineering and surveying since 1994.

Blue Peak Engineering has been a team member with HAI for several years. Our experience includes design of storm water BMP's, grading and drainage. Recent projects include Orizaba Park-City of Long Beach, Rivera, Smith and Rio Vista

Parks-City of Pico Rivera, Bradley Park--City of San Marcos, Beach Pedestrian Path-City of Long Beach, Margaret Todd Park-City of Rialto.

Reedcorp Engineering
Reedcorp Engineering has provided government agencies, architects, landscape architects and developers lighting and power designs for commercial and municipal projects. For over 25 years our firm brings to the industry experience that encompasses the entire design or lighting, power and energy systems. Reedcorp Engineering coordinates with all project team members to provide a complete electrical system with economy and maintenance as key factors of design.

Soil Exploration Company
Soil Exploration Company offers comprehensive consulting services in environmental engineering, geotechnical engineering, and geotechnical construction services and testing. Our services have been applied in planning, design, and construction of municipal, public works, commercial, and industrial sectors throughout Southern California. Our staff includes scientists and engineers with technical disciplines in:

* Civil/Geotechnical Engineering
* Soil Mechanics
* Earthwork Engineering
* Rock Mechanics Engineering
* Geology Hydrology
* Environmental Engineering
* Materials Testing
* Construction Inspection and Field Testing Services

HAI

Charles Foley, Vice President – Project Manager, Design Supervision Contract Documents, Construction Support

Education

Landscape Architecture, BS California State Polytechnic University, Pomona

Registration Registered Landscape Architect, California #5567

Mr. Foley has over 18 years design and management experience in Landscape Architecture. He is responsible for the design and development of a wide range of projects for both public and private development. Mr. Foley was specifically involved in each project presented within this proposal.

Mr. Foley has proven his design and project management capabilities with award winning projects for both public and private sectors. Awards include two Awards of Excellence in 2005 for Rotary Centennial Park, City of Long Beach; and Barnes Park, City of Baldwin Park from the California Park and Recreation Society. In 2004 Cesar Chavez Park, City of Pomona won an Award of Excellence and the Creating Community Award of Distinction, presented by the California Parks and Recreation Society.

Patrick Hirsch, President & CEO – Quality Assurance/Quality Control Contract Documents

Education

Associates Degree with Honors Pensacola College, Pensacola FL
Engineering & Design Technology

Associates Degree Horticulture Fullerton College, Fullerton CA

Registration

Registered Landscape Architect, California #1710
Registered Landscape Architect, Arizona #47686

Mr. Hirsch has over 40 years of professional experience in the practice of landscape architecture and is recognized as leading professional in the field of municipal park design, sports facility design, streetscapes, commercial retail landscape design and redevelopment landscape projects. Professional dedication is exemplified by Mr. Hirsch's service to the State Board of Landscape Architects in the capacity of examination committee member and co-author of the irrigation design problem for the California section of the Uniform National Examination.

Mr. Hirsch is a current member of the American Society of Landscape Architects and past director of the American Institute of Landscape Architects. Through his involvement with the California Park & Recreation Society, Mr. Hirsch served as instructor for the Park Design Course of the Pacific Southwest Maintenance Management School, a capacity which he served from 1990 to 1998. As the founding principal of Hirsch and Associates, Inc., Mr. Hirsch's continuing involvement and responsibilities are directed to client contact, public relations, conducting public meetings and presentations.

Pam Brown, Designer – Contract Document Preparation

Education	
Landscape Architecture, BS	California State Polytechnic University, Pomona
Registration	Registered Landscape Architect, California #5866

Ms. Brown joined Hirsch & Associates, Inc. in 2007 with 4 years of previous experience obtained at a multi-disciplinary firm in their Landscape Architecture division. Working closely with engineers, surveyors, and architects has facilitated Ms. Brown's development on numerous projects including the design of Park and Recreation Facilities, Commercial/Retail Centers, and Streetscape Beautification. Ms. Brown has also been involved with the design of Specialty projects such as: water features, water catchment systems for on-site irrigation use, and rain garden features that utilize plant material for contaminant filtration.

Mark Hirsch, Designer – Contract Document Preparation

Education	
General Studies, AA	College of the Redwoods, Eureka CA
Horticulture, AH	Fullerton College, Fullerton CA
Registration	C-27 Licensed Contractor 956898

Mr. Hirsch has 24 years of experience in the landscape design and construction industry. Before joining Hirsch & Associates, Inc. 1998, Mr. Hirsch obtained ten years of experience working for a General Contractor, installing all aspects of landscape construction.

Mr. Hirsch has continued to increase his capacity at HAI, starting from draftsman to his current title of project manager. Accomplishments during his professional career including Autodesk/AutoCAD certification, certified irrigation designer and certified water auditor. Mr. Hirsch is a licensed landscape contractor in the State of California.

<u>Blue Peak</u>

Robert DePrat, Principal Engineer– Civil Engineer

Education	
Civil Engineering	University of California at Irvine, B.S. University of California at Irvine, M.B.A
Registration	California, Civil Engineer, RCE 60482

Mr. DePrat is a civil engineer with over 20 years of specializing site design. His breadth of experience includes design criteria recommendation, site planning, problem mitigation studies to rectify existing adverse conditions, environmental assessment of proposed improvements and the preparation of plans and specifications for various types of development and civil works construction.

Correia Consulting & Design
William Correia – Principal Structural Engineer

Correia Consulting & Design, Structural Engineers consists of one principal engineer Mr. Correia, five staff engineers, three draftsman, and support staff. The firm has in house computer aided design capability and the staff is equipped to handle all types and sizes of projects. Typical projects are; residential, retaining walls, light pole footings, high-rise buildings, long-span bridges and building investigations. The firm's philosophy is to provide the most sound structural system per construction dollar spent.

Soil Exploration Company
Sid A. Siddiqui, RCE, RGE Principal Engineer
Education

Civil Engineering	University of Minnesota M.S.
Civil Engineering	University of Karachi, Pakistan BS

Registration

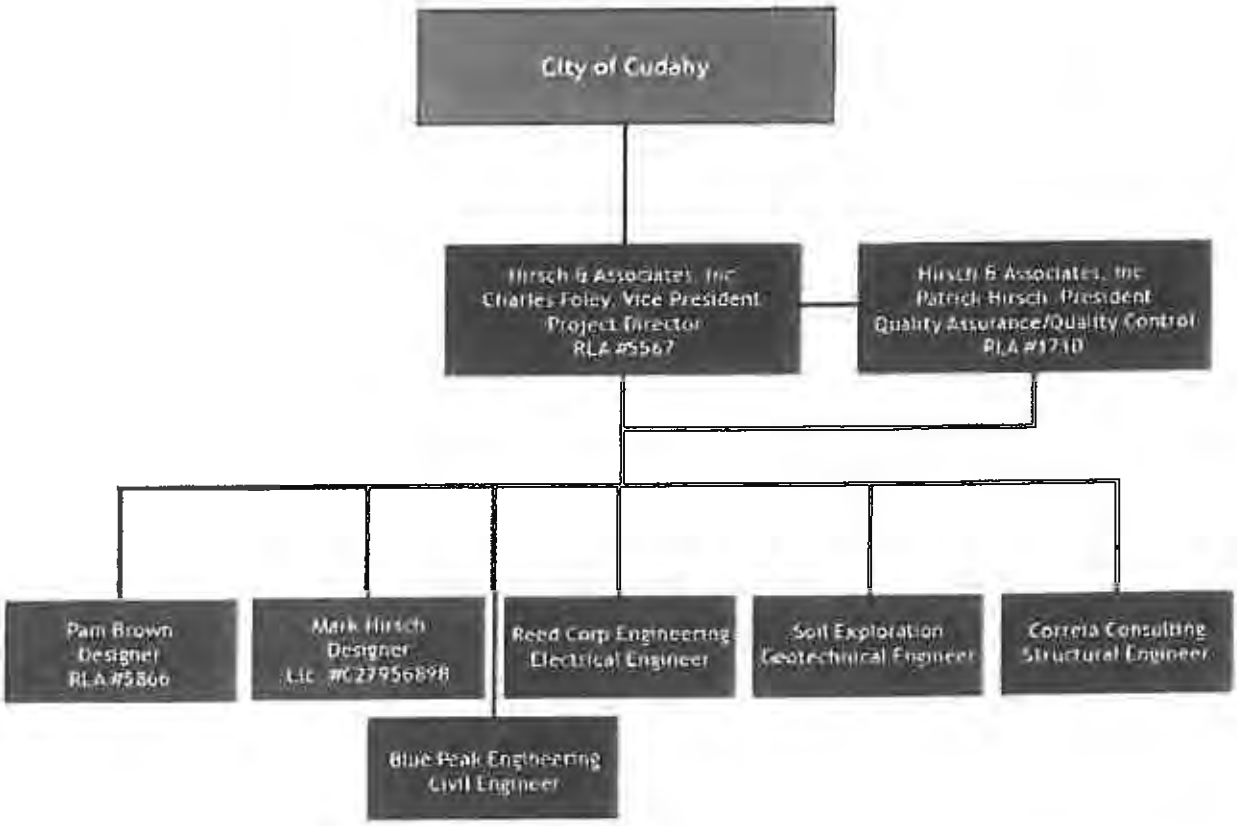
California, RCE 19915	California, RGE 775
Arizona, RCE 8086	Nevada, RCE 3123

Mr. Siddiqui has over 35 years of professional geotechnical engineering experience which was devoted to consulting and design assignments with a major governmental water supply agency (California Department of Water Resources) and with prominent geotechnical firms. His work included assignments on earthfill dams, major large diameter pipelines, open channels, reservoirs (California Aqueduct Project), high-rise structures, infrastructure for major mixed use developments and public works projects.

Reedcorp Engineering
Michael Reed, President
Thomas Hartman, P.E.

Reedcorp Engineering is a major consulting electrical engineering firm that specializes in lighting and power designs for commercial and municipal projects. Our firm brings to the industry many over 30 years of experience that encompass the entire design of lighting, power and energy systems.

HAI Team Organizational Chart



Scope of Work

Task No. 1 Conceptual Design

- Meet with City to obtain any/all as built plans, establish communications and time line, as well as budgeting.
- Prepare demolition bid package utilizing City provided Plot Plan of property(s) to be cleared.
- Prepare site survey
- Undertake Geotechnical and percolation testing
- Conduct (2) coordination meetings with stakeholders.
- Prepare written documentation of meeting minutes, distribute to all parties for record.
- Prepare conceptual site plan illustrating all site components and amenities discussed at public meetings. Format shall be black and white printed on bond paper.
- Prepare preliminary construction cost estimates on progress designs.
- Meet with City Staff as required for coordination and review of all design elements.
- Prepare color presentation exhibits of all design plans for public hearing presentations.
- Present project design plans to Park & Recreation Commission and City Council.

The intent of Task 1 will be to qualify a design with RFQ listed amenities provided with the Request for Proposal and unify all Stakeholders.

Deliverables: Meeting minutes of all meetings and presentations, survey, color site plan and color material image exhibits, material boards, Geotechnical Report, Percolation Study, preliminary construction cost estimate, Demolition bid package.

Task No.3 Design Development

- Prepare conceptual grading plan for use in site evaluation.
- Develop and define power systems related to site lighting. Determine Title 24 requirements for site and building.
- Prepare preliminary Storm Water Pollution Prevention Plan (Risk Level 1) and Standard Urban Storm Water Mitigation Plan.

Deliverables: Design development report including all plans, studies, material cut sheets, color boards and samples.

Task No. 4 Construction Documents

Prepare from the approved Design Development package construction drawings and specifications setting forth in detail all work to be undertaken. Construction documents will be prepared in AutoCAD version 2013 with project specifications prepared in Microsoft Office CSI format. Specifications and construction details shall be per County/City/HAI standards as well as applicable portions of APWA Standards.

Plans shall generally consist of:

-Demolition & Protection Plan

-Grading Plan, Details, Notes and Calculations

-Erosion Control Plan

-Construction Plan, Details and Notes

-Electrical Plan, Details, Title 24 compliance calculations and Notes

-Structural Detail and calculations for light pole footings

-Irrigation Plan, Notes, Calculations and Details

- Planting Plan, Notes and Details

- Project Specifications

- Prepare Demolition drawings and bid package to be released for bidding during the
- Prepare 50% complete construction documents illustrating in detail all work to be undertaken. Submit to City for review. Revise as necessary to receive approval.
- Prepare 95% final plans, specifications, required calculations and bidding documents in sufficient detail to undertake plan check. Plans shall meet federal, state and local requirements, as necessary.
- Submit plans to City for Plan Check process, revise as necessary to receive approval.
- Submit 100% final plans, specifications, required calculations and bidding documents in sufficient detail to obtain competitive bids as well as plan check approval. Plans shall meet federal, state and local requirements, as necessary.
- Meet with design team and City to coordinate all plan sets and work to be undertaken as needed.

Deliverables: (3) Copies plans, specifications, estimates and studies for review at 50% completion, (3) Copies plans, specifications, estimates and studies for review at 95% completion. (1) Copy plans, specifications, estimates and studies for bidding at 100% completion. Electronic copies of Plans in Autocad DWG format as well as project technical specifications in Word DOC format.

Task No. 5 Project Bidding

1. Attend Pre bid meeting
2. Clarify and interpret information for bidders
3. Prepare written responses to requests for clarification
4. Correct any errors in the bid documents
5. Issuance of all addenda as required
6. Evaluate all requests for product substitutions and alternative bids
7. Review all contractor submittals in accordance with project schedule
8. Verify Contractor license and insurance, check references

9. Provide opinion of lowest and most qualified bidder to City Staff
10. Weekly or as needed project meetings
11. Respond to requests for information

Task No. 6 Construction Support

1. Hirsch & Associates and our sub consultants shall assist City of Cudahy and respond to any request or directives made by phone, fax or E-mail. Hirsch & Associates shall request clarification from the City of Cudahy in writing if Hirsch & Associates should have any questions regarding the directions given by City of Cudahy that are not consistent with the plans and specifications.
2. Hirsch & Associates, when requested by the City, shall attend project meetings with City Staff, contractors, and project manager as requested during project design and construction.
3. Hirsch & Associates and our sub consultants will provide the following services for the project and will coordinate with City of Cudahy in accordance with the project construction schedule.
   - Coordinate with City of Cudahy project manager, city staff and inspector as may become necessary during construction.
   - Attend pre-construction meeting.
   - Provide interpretation and clarification to the construction documents.
   - Review and approve product submittals and shop drawings in accordance with construction documents and scope of work.
   - Maintain daily and weekly records of construction activities. We will prepare written reports of meetings for distribution to all parties.
   - Coordinate with all parties by telephone, fax and e-mail as necessary.
   - Review construction schedule and provide comments.
   - Conduct weekly progress meetings, prepare written report and findings
   - Maintain all project documents, drawings, contract change orders, contractor submittals, shop drawings and correspondence.
   - Inspect and approve all soil preparation material, planting methods, and finish grading prior to planting.
   - Inspect the installation of all landscape and irrigation equipment.
   - Respond to contractor's Request for Information (RFI's) and other questions during project construction.
   - Conduct substantial completion inspection at request of City of Cudahy and prepare punch list. Review and approve punch list items upon their completion.
   - Conduct final inspection upon completion of 30-day plant establishment and 60-day landscape maintenance periods, and issue letter of acceptance to City of Cudahy.

Professional Fee

Professional fees for services stated include all costs for general overhead, profit, local travel, telephone, clerical and incidental expenses for all Landscape Architectural and Engineering services for all work as delineated in the Scope of Work not separately requested by Client.

Landscape Architect	$150/hr
Engineer	$130/hr
Director of Projects	$90/hr
Associate	$85/hr
Senior Project Manager	$80/hr
Project Manager	$75/hr
Technical Staff	$55/hr
Clerical	$55/hr
Project Meetings	$500/ea
Council/Commission Meetings	$500/ea
Travel	55 cents/mi
Reproduction / Printing	Cost Plus 10%

Reimbursable Expenses

All plotting, printing, blueprinting and photographic reproductions including special overnight deliveries (other than US Postal Service) requested by the Client shall be paid as a direct reimbursable expense plus 10% to Hirsch & Associates Inc. E-mail of plans to Client or Client selected Reprographics Company will be at no cost to City.

Exclusions from Basic Services. The following services shall be excluded from the basic services listed above and shall be provided by City at its expenses.

- Off-site hydraulic and hydrology studies and calculations including existing and proposed detention basin and storm drain studies
- Services related to potential contamination.
- Services related to unsuitable soil and chemical analysis of soil.
- Preparation of easements, right-of-ways or land dedication documents.
- Revisions to completed and/or partially completed plans, studies and other documents, which are in conformance with the approved Scope of Work and directions received from the City, or other jurisdictions and agencies have control over the project design.
- Traffic engineering studies for on-site and off-site improvements and traffic signal design.
- Negotiation or meetings with adjoining property owners.
- Grading and/or storm drain improvement on or through adjoining property.
- All services related to environmental investigation and mitigation, clean up or permit, such as wetlands, hazardous or toxic materials or substances presently on-site or adjacent to the site and/or below the surface of the site or discovered during project construction. The City will need to obtain any permits dealing with hazardous material investigation, mitigation, cleanup and or removal.

- Unanticipated sub-surface soil conditions that differ significantly from those anticipated based upon the preliminary geotechnical investigation and during construction.
- All design work, cost estimating and other services related to the undergrounding or relocation of the existing unknown utilities (irrigation water pipes, telephone lines and electrical lines, storm drain lines and sewer lines) that run across the property are excluded since the scope of work for these utilities is not currently know and will be determined during the initial design phase of the project. However, we will work with the City during the conceptual design phase of the project to determine the final disposition of these utilities.
- All design work, cost estimating and other services related to the undergrounding of the existing overhead electrical power lines that current exist on the park site.
- Payment of all plan check, permit and assessment fees for project.
- Laboratory sample collection and testing.
- Hazardous water or toxic substance engineering and testing.
- Material testing
- All other services not specifically delineated in the Scope of Services.

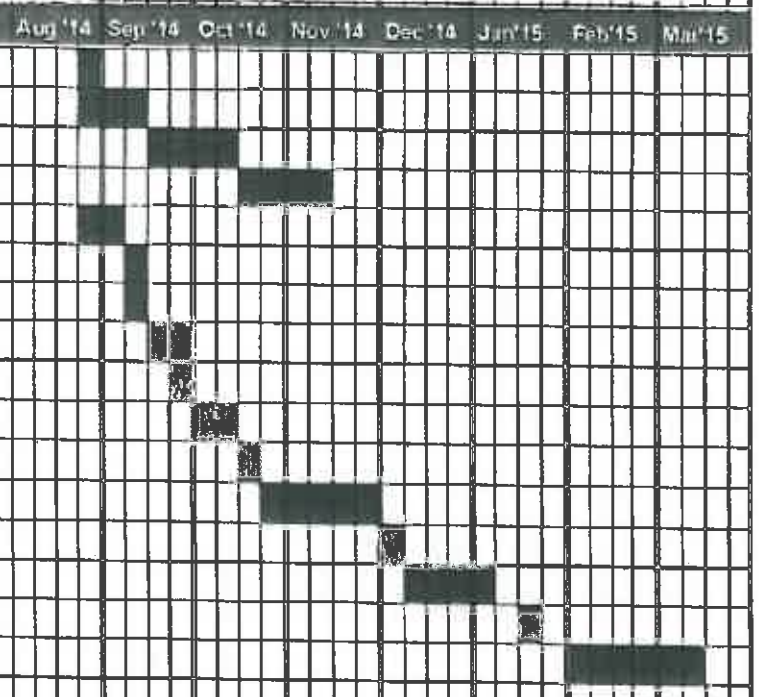
Clara Park III

Preliminary Project Time Schedule

Scope of Work

Time

Description
Notice To Proceed 8/25/14
Demolition Bid Set
Demolition Bidding & Contract Execution
Contractor performs demolition work
Survey 8/26-9/9
Site Analysis 9/9-9/16
Public Workshop 9/18
Conceptual Design 9/19-9/26
Public Workshop 9/30
Design Development 10/1-10/15
City review, comment approval 10/16-10-23
Construction Documents 10/27/14-11/30/14
Plan Check 12/1-12/8
Project Bidding 12/10/14-1/5/15
Council Award 1/20/15
Construction 2/3/15-3/15/15



Project Schedule is preliminary and can be modified to accommodate City of Cudahy requirements and time lines accordingly

HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

Clara Park
City of Cudahy, California

Professional Fees

Professional fees for services stated are based upon the scope of work and include all costs for general overhead, profit, telephone, clerical, travel and incidental expenses not separately requested by the City of Cudahy. Fees are good for a period of 90 days from date of our proposal. Fees are based upon scope of work as delineated within our proposal.

Conceptual Design	
Site Survey	$3,000.00
Geotechnical Testing	$3,000.00
Site Design	$4,000.00
Cost Estimating	$800.00
Presentation Rendering	$800.00
Coordination Meetings 2 @ $500	$1,000.00
Council/Commission Mtgs 2 @ $500	$1,000.00
Sub Total	$13,600.00

Design Development	
HAI	$3,000.00
Reedcorp	$500.00
LSWPPP	$3,800.00
SUSMP	$4,200.00
Sub Total	$11,500.00

Construction Documents & Permitting

HAI	$18,500.00
Civil Engineering	$3,000.00
Electrical Engineering	$5,000.00
Structural Engineering	$1,000.00
Sub Total	$27,500.00

Project Bidding

HAI	$4,000.00

Construction Support

Project Management80 hrs @$100	$8,000.00
HAI Office ..... 24@$100	$4,000.00
Site Observation (15 @ $500/ea)	$7,500.00
Reedcorp	$1,200.00
Sub Total	$20,700.00

Not to exceed Grand Total $77,300.00

Reimbursable Expense

Reimbursable	$2,000.00

(Not included in total above)

Travel

Authorized travel associated with project design and project meetings, are included within our fees, excluding travel associated with additional services.

Execution

To initiate professional services, Hirsch & Associates Inc. shall receive an executed copy of this agreement included with City Agreement.

Thank You,

Charles Poley, Vice President
Landscape Architect #5567, ASLA

REFERENCES

Mr. Arturo Cervantes, P.E.
Director of Public Works/City Engineer
Public Works Department
6615 Passons Boulevard
Pico Rivera, CA 90660
(562) 801-4225

Mr. Darren Madkin
Assistant City Manager
City of Perris
101 N. D Street
Perris, CA 92750
(951) 943-6100

Ms. Anna Mendiola, Park Development Officer
Parks, Recreation and Marine
City of Long Beach
2760 Studebaker Road
Long Beach, CA 90815
(562) 570-3120

Mr. Mark Chase, Director
Parks & Maintenance Department
1425 S. Bon View Avenue
Ontario, CA 91761
(909) 395-2625

Mr. John Aguirre, Recreation Superintendent
Community Services Department
City of Glendora
116 E. Foothill Blvd.
Glendora, CA 91741
(626) 914-8236

Mr. Rene Gurrero, P.E.
Assistant City Engineer
Public Works Department
City of Pico Rivera
6615 Passons Boulevard
Pico Rivera, CA 90660
(562) 801-4417

Mr. David H.P. Lopez, Associate Engineer
City of Baldwin Park
14403 E. Pacific Avenue
Baldwin Park, CA 91706
(626) 960-4011

Orizaba Park

Long Beach, CA

Client

City of Long Beach Department of Parks, Recreation & Marine

Contact

Ms. Anna Mendiola
2760 Studebaker Road
Long Beach, CA 90815
(562) 570-3165

Consultants

Landscape Architect (Prime Consultant)
Hirsch & Associates, Inc.

Reedcorp Engineering - Electrical Engineer
Blue Peak Construction - Civil Engineer

Project Status

Completed January 2012

Project Cost

$1.5 Million

Project Size

3.82-acres

Project Description

Orizaba Park is an existing 2.73 acre park located within an area of the City with high density residential as well as industrial and commercial retail uses. The Long Beach Redevelopment Agency purchased a number of blighted properties and cleared the land to make way for an additional 1.09 acres of park space. The site is bisected by the abandoned Pacific Electric right of way. The concept included a railroad walkway within the right of way. Artist Patrick Vogel created a stainless steel replica of the red car that traveled to Long Beach, it is sited at the terminus of the tracks. The improvements also include new community center (Phase II), basketball courts, above grade skate park, shade/picnic shelters, outdoor exercise circuit, drinking fountains, benches, open turf and a community garden. HAI provided services for master planning of the park including the community outreach program where HAI conducted (3) meetings with local residents and stake holder groups. HAI prepared construction documents for bid as well as provided construction support services to the City for a successful completion.

Rivera Park

Pico Rivera, CA

Client

City of Pico Rivera, California

Contact

MR. Arturo Cervantes, P.E.
Director of Public Works
City Engineer
(562) 801-4225

Consultants

Prime Consultant, Landscape Architects
Hirsch & Associates, Inc.

Architect
Crane Architectural Group

Civil Engineer
DMS Consulting Engineers

Electrical Engineer
Reedcorp Engineering

Project Status

Grand Opening August 16, 2012

Project Cost

$5.7 Million

Project Size

15.8-acres

Awards

Southern California Chapter of the (APWA) American Public Works Association,
2013 Project of the Year

Southern California Municipal Athletic Federation (SCMAF),
2013 Outstanding New Recreation Facility Award

Project Description

Rivera Park completed in August 2012 incorporates latest innovation in park design featuring (5) five State of the Art baseball fields and sports lighting, (2) two batting cages, commercial grade concession kitchen and food court, community center, gymnasium, universally accessible playground for all children, group picnic and individual picnic areas, a water efficient Smart irrigation system, and an environmentally friendly subterranean storm water retention system.

Hirsch & Associates, Inc.
Landscape Architecture & Planning

Community Parks

Cesar Chavez Park

Pomona, CA

Client

City of Pomona, California

Contact

Mr. Douglas Bridges
Community Services Dept.
(909) 620-2332

Consultants

Landscape Architect (Prime Consultant)
Hirsch & Associates, Inc.

Electrical Engineer
Reedcorp Engineering

Project Status

Completed in 2003

Project Cost

$500,000

Project Size

1.1-acres

Awards

California Park & Recreation Society
2004 Environmental Planning Award
Category: Neighborhood Park

California Park & Recreation Society
2004 Creating Community Award of Distinction
Category: Overall - Best of the Best

Project Description

For years this site sat empty, was used as local dumping grounds and bordered heavily used railroad tracks and an industrial area. The park showcases a series of murals depicting the different phases of Cesar Chavez's life; from early years working in the fields, military service in World War II, to his action of non-violence. Other park amenities include a playground area, meandering walkway, basketball court, picnic shelter and tables, along with a block wall separating the park from the bordering areas. HAI collaborated with the artist to provide areas within the design for art displays.

Hirsch & Associates, Inc.
Landscape Architecture & Planning

Rotary Centennial Park

Long Beach, CA

Client

City of Long Beach, California

Contact

Ms. Anna Mendiola
Parks, Recreation & Marine Dept.
(562) 570-3165

Consultants

Landscape Architect (Prime Consultant)
Hirsch & Associates, Inc.

Electrical Engineer
Reedcorp Engineering

Geotechnical Engineer
Sid Geotechnical

Project Status

Completed June 2005

Project Cost

$1,000,000

Project Size

1.3-acres

Award

California Park & Recreation Society
2005 Award of Excellence
Category: Neighborhood Park

Project Description

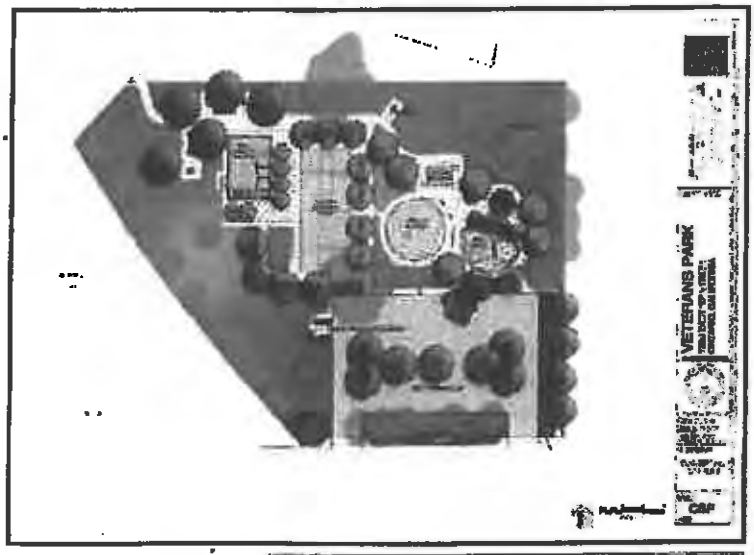
The park is located adjacent to Pacific Coast Highway within an abandoned Pacific Railroad right-of-way. Through community meetings, the neighborhood was encouraged to provide input regarding the design of the park layout. The Rotary Club of Long Beach coordinated bringing in artists to develop a scaled solar system walk within the park. It consists of a Sun Dial at the center with the nine planets of the solar system and an asteroid belt located at a scaled distance from the sun. The planets are 36" concrete spheres, painted by local artists to represent each planet and are mounted on their scaled orbital radius. Other park amenities include a play turf area, shade shelter/picnic pavilion, grills, schooled aged play structure and fenced tot lot play structure, as well as a new bus stop along Pacific Coast Highway which was integrated into the park design.

Neighborhood Parks

Hirsch & Associates, Inc.
Landscape Architecture & Planning

VETERANS PARK

ONTARIO, CA



Client

City of Ontario, California

Contact

Mr. Mark Chase, Director
Parks & Maintenance
Ontario Municipal Services Center
(909) 395-2625

Consultants

Landscape Architect (Prime Consultant)
Hirsch & Associates, Inc.

Civil Engineer
Blue Peak Engineering

Electrical Engineer
Reedcorp Engineering

Project Status

Renovation of the park was completed in 2012

Project Cost

$1.4 Million

Project Size

7-acres

Project Description

Hirsch & Associates, Inc. provided the City of Ontario master planning design services to ultimately determine the best use for the under utilized existing park. It had fallen to disrepair and to further degrade an existing YMCA building providing recreation opportunities to the local community was destroyed by fire. Surrounded on 3 sides by residents, community meetings were held to learn about concerns, wants and needs of local residents. The master plan determined the ultimate needs. HAI established design and construction costs and the City used these budgets to secure funding. Once funded, HAI provided design and development plans, obtained jurisdictional agency permits, and assisted in bidding and construction support. The project was successfully constructed on budget and included; 2,300sf community center, renovation of existing restroom building, new school aged children play area and separate Tot Lot, covered group picnic, outdoor exercise equipment area, new parking lot with bioswales, decomposed granite perimeter walking trail connecting to existing trail system at north and south of site as well as new drought tolerant landscaping and renovation of reclaimed water irrigation system.

HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

NEIGHBORHOOD PARKS

Downtown Plaza Park
Fullerton, CA

Client

City of Fullerton, California

Contact

City of Fullerton
Community Services Dept.
(714) 738-6575

Consultants

Landscape Architect (Prime Consultant)
Hirsch & Associates, Inc.

Electrical Engineer
Reedcorp Engineering

Project Status

Completed in 2003

Project Cost

$250,000

Project Size

.25-acres

Awards

California Park & Recreation Society
2003 Park Planning Award
Category: Community Park

Project Description

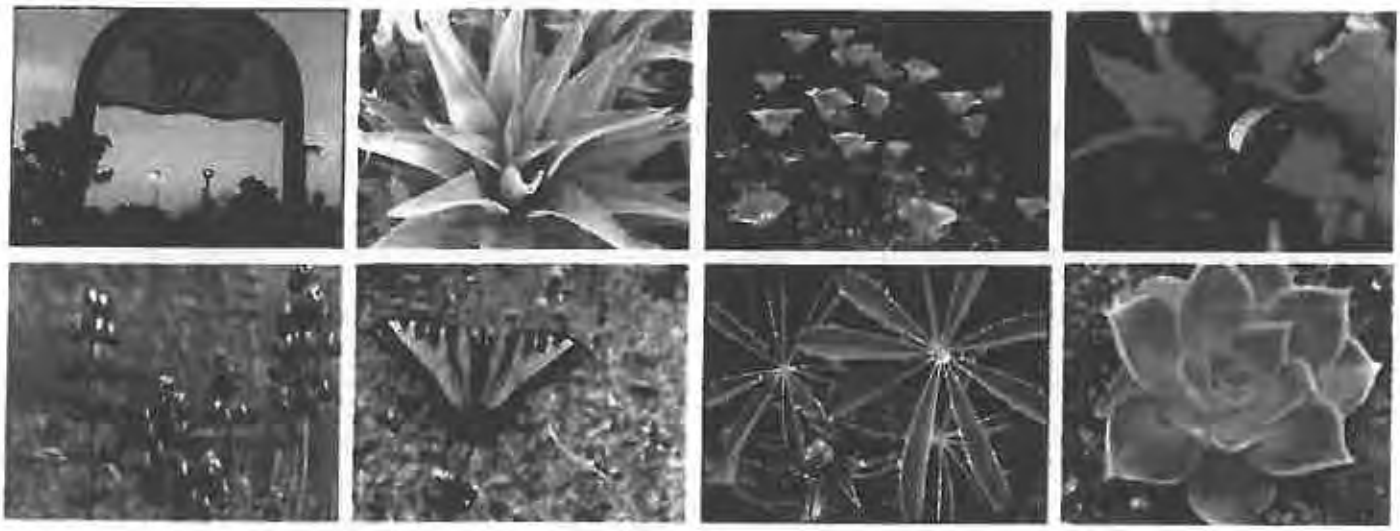
Plaza Park is located on the southwest corner of Wilshire Avenue and Pomona Avenue in downtown Fullerton. The conceptual design of the park was prepared and provided by the City of Fullerton. The park amenities consist of landscape and irrigation, DG walkways with curbing, area lighting, children's play area, benches with shade structures, preservation of existing tree and electrical panel for park and event use. The scope of work was to provide site survey, grading, drainage, construction, electrical, planting and irrigation plans, as well as specifications and contract documents for the development of Plaza Park.

Hirsch & Associates, Inc.
Landscape Architecture & Planning

Proposal to Provide

PROJECT MANAGEMENT SERVICES

FOR THE CLARA PARK EXPANSION PROJECT



Submitted to the:
City of Cudahy

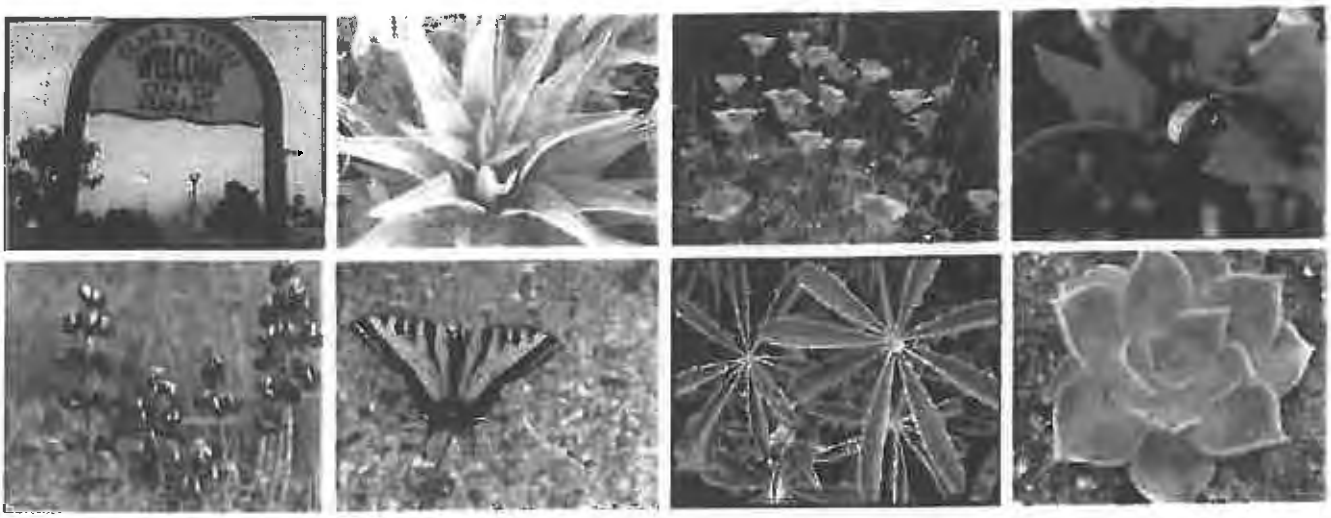
Submitted by:
D R Consultants & Designers, Inc.

June 20, 2014

Table of Contents

Proposal to Provide
PROJECT MANAGEMENT SERVICES
FOR THE CLARA PARK EXPANSION PROJECT

A. Cover Letter / General Overview
B. Organizational Information....1
C. Previous Experience....3
D. Procedures and Methodology....11
E. Proposed Staffing and Project Team....21
F. Other Information....23
G. Insurance....24
H. Fee....25
I. Compensation....26
J. Quality Control....27



D R Consultants & Designers, Inc.

June 20, 2014

Mr. Henry Garcia
Interim City Manager
City of Cudahy
5220 Santa Ana Street
Cudahy, CA 90201

RE: **Section A: General Overview / Cover Letter – Proposal to Provide Project Management Services for the Clara Park Expansion Project**

Dear Mr. Garcia:

D R Consultants & Designers, Inc. (DRC) has brought together a team with a multi-disciplined engineering, environmental and construction management approach to providing project management and construction oversight services to the City of Cudahy. DRC has over 30 years of experience in providing for the exact needs of public agencies and especially in the services required for this project. The staff that we are proposing include former City Engineers, construction managers, and inspectors with a history of city project development, property acquisition, hazardous materials mitigation, and construction management. We are including the parks development/design and landscape architectural firm of MIG, Inc. to assist in the design development oversight of the project. The DRC Team will provide technically sound, economically efficient engineering and construction management/observation services to public agencies. Founded in 1983, DRC is based in downtown Los Angeles and has 51 employees. The firm is a certified SBE, DBE and MBE.

The overall services provided by DRC includes engineering services for projects involving parks, parkways, landscape medians, streets, water, wastewater, water distribution, ports and harbors, highways and bridges. Services relevant to this project include program and project management and construction support, permitting, and engineering design.

Company Information Requested by RFP:

Firm Information:
Name: D R Consultants & Designers, Inc.
Principal Place of Business: 725 S. Figueroa St., Suite 3320, Los Angeles, CA 90017
Phone: (213) 687-1130
Fax: (213) 687-1139
Email Address: info@drcdinc.com

Principal Officer:
Name: Wanda Martinez
Title: Chief Executive Officer
Address: 725 S. Figueroa St., Suite 3320, Los Angeles, CA 90017
Email: wanda@drcdinc.com
Phone: (213) 687-1130

Legal status of firm: C Corporation
Documentation on Financial Status of Firm: Confidential

DRC has in-depth experience and resources to draw upon to provide the project management services needed for the Clara Park Expansion Project. Each of our proposed key personnel has been chosen based upon experience, capabilities, and the ability to manage projects and staff within a specific area of expertise.

In selecting DRC, the City of Cudahy will receive the following key benefits:

- **The municipal project management expertise of Bill Stracker, PE, TE,** who will be serving in a QA/QC role on this project. He is a senior civil and traffic engineer with a distinguished municipal public works career. He has provided City Engineer staff support to the cities of Laguna Woods, La Habra, Laguna Hills (On-Call), Norwalk, and National City. His background includes serving on the parks and planning commissions of the City of Tustin. The author of several funded grants for municipal programs, Bill also recently provided the project oversight to the City of Norwalk for the gymnasium at the Norwalk Arts & Sports Center.

- **The exceptional parks expertise of subconsultant MIG,** a multidisciplinary firm with an extensive background in neighborhood, community and regional parks. MIG will provide technical expertise to the design review and plan check for the project design. Their core competency is in landscape architecture, providing full services from concept design, feasibility studies, and master plans to construction documentation. MIG's extensive parks portfolio includes those with fitness stations, similar to those planned for Clara Park, such as Greenleaf Parkway Parks (which includes fitness stations) in Compton.

- **The talent and experience of Project Manager, Dan Garcia, PE, REA, CPP,** who is a senior engineer with extensive project experience in the public sector. He has specific expertise in property acquisitions and hazards mitigation in addition to a large resume in construction management and field engineering. Mr. Garcia's extensive project experience in the public sector includes public works positions with the Cities of Norwalk, Culver City, El Segundo, Solvang and Novato. Additional areas of project expertise include parks and land development, water resources, environmental, and transportation.

The successful completion of the Clara Park expansion will be another key accomplishment in enhancing the quality of life in Cudahy. DRC is excited to support this project, invites your careful consideration of this proposal, and looks forward to answering any questions you may have. Please contact Bill Stracker, PE, TE by phone direct at (213) 235-0939 or by email at bstracker@drcdinc.com.

Respectfully submitted,
D R Consultants & Designers, Inc.

Wanda M. Martinez
Chief Executive Officer

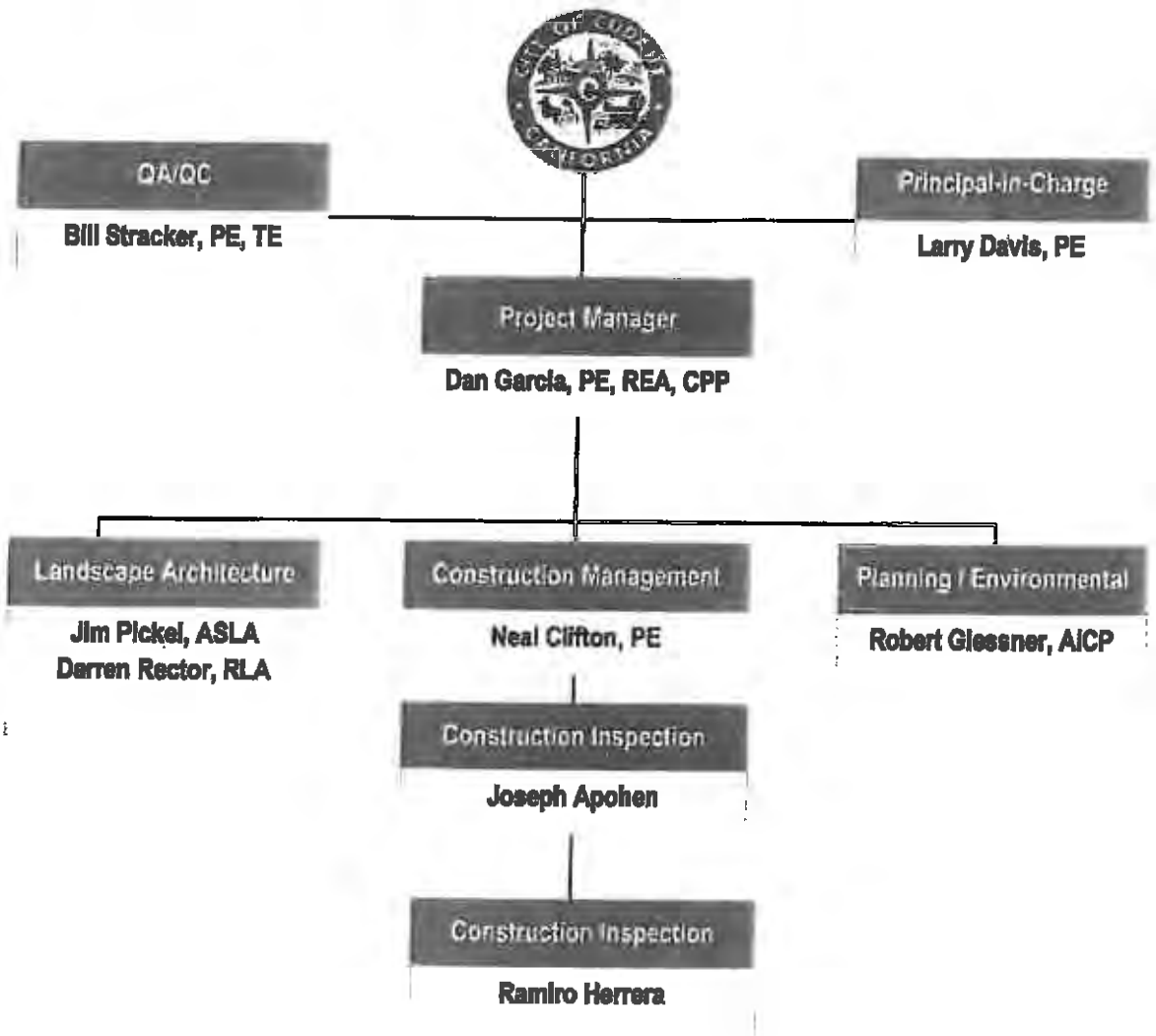
William Stracker, PE, TE
Project Manager

B. Organizational Information

As requested in the RFP, DRC is providing in this section the following items to demonstrate the firm's ability, skill level, and experience to accomplish the tasks required for this project:

1) **An Organizational Chart**
2) **Resumes for the Project Team**
3) **Certifications (Please see individual resumes for facts such as licensing information.)**

ORGANIZATIONAL CHART



SUBCONSULTANT: MIG

MIG, Inc. is a multidisciplinary firm that specializes in urban planning and design, public outreach, consensus building and facilitation, and communications. The firm offers a full range of services, including master planning, site planning, streetscape design, zoning, conceptual design, transit-oriented development planning, and policy planning. MIG's work is characterized by a dedication to quality, a flexible approach, creativity in planning and design, and a commitment to completing projects on time and within budget. Since 1982, MIG has worked extensively with public agencies and municipalities in California, nationally and internationally on design and planning for future change.

MIG's staff of 155 provides a base of knowledge that bridges technical expertise and values and facilitates the exchange of information among all parties engaged in the planning process. Staff backgrounds encompass urban and regional planning, urban design, strategic planning, public participation, higher education planning, environmental design and research, landscape architecture, communications, graphic design, and public policy.

Areas of Expertise

- Ecological Design and Landscape Architecture
- Neighborhood, Community, Regional Parks
- Special Use Park
- Sports Complexes
- Trails, Natural Areas and Greenways
- Streetscapes and Corridors
- Visualization Simulations
- Community Planning and Urban Design
- Environmental and Regional Planning
- Strategic Communications and Graphic Design
- Interactive Technology/Townsquare™ Website Development
- Community Outreach and Involvement
- Facilitation and Consensus Building
- Mapping and GIS Analysis

Landscape Architecture Expertise

MIG has a core competency in landscape architecture, providing full services from concept design, feasibility studies, and master plans to construction documentation. Firm personnel have broad experience in the design of outdoor environments that integrate people with and without disabilities, contribute to community livability, and enable residents to lead healthy, active lifestyles. Projects range from parks and plazas to trails and streetscapes.

Daniel Garcia, PE, REA, CPP

Project Manager

Firm
D R Consultants & Designers, Inc.

Education
- BS, Civil Engineering, California State University, Long Beach
- MA, Public Administration, California State University, Long Beach

Professional Registrations
- Registered Civil Engineer 45710, California State Board
- Registered Environmental Assessor 5640, Cal-EPA
- Certified Permitting Professional D11308, SCAQMD

Mr. Garcia is a senior engineer with extensive project experience in the public sector. He has served in senior public works positions with the Cities of Norwalk, Culver City, El Segundo, Solvang and Novato. Areas of project expertise include parks and land, water resources, environmental, and transportation.

RELEVANT EXPERIENCE

Scottsdale Pond Reconstruction, City of Novato, CA–As the Program Manager for Park Projects, Mr. Garcia managed this California environmental enhancement and mitigation program grant ($200,000) with the County of Marin. This project drained, re-graded and installed new park equipment to this hydraulically significant pond.

Prefabricated Park Building Installations (various park locations), City of Novato, CA–Provided design and installation of prefabricated park structures to match various park needs.

Firestone Bridge over the San Gabriel River Project, City of Norwalk, CA–As City Engineer for the City of Norwalk, Mr. Garcia completed the design and right of way phase of the $15 million project and implemented $6 million in I-5 mitigation projects. He coordinated efforts with such agencies as the Metropolitan Transportation Authority (MTA), Caltrans, Gateway Cities, U.S. Army Corps of engineers, Southern California Edison and Los Angeles County.

Firestone Bridge over the San Gabriel River River Project, City of Norwalk, CA–Serving as Project Manager, he completed the design and right-of-way phases as Project Manager.

Interstate 5 Widening Mitigation Projects (Completed Design and Construction), Los Angeles, CA
- Norwalk Boulevard/San Antonio Boulevard from Rosecrans Avenue to Florence Avenue.
- Rosecrans Avenue/Bloomfield Avenue from Carmenita Avenue to Imperial Highway.
- Pioneer Boulevard from Imperial Highway to Florence Avenue.
- Union Street/Paddison Street from Firestone Boulevard to San Antonio Boulevard.

Metro Expo Line Construction Management, Los Angeles, CA–Construction Manager representing Culver City. Implemented Change Orders, Requests for Information regarding unforeseen utility conflicts.

Sepulveda Boulevard Beautification Project (between Culver Boulevard and the southerly Culver City Cityline).

Assistant City Engineer, City of El Segundo, CA
- Completed the construction of the Douglas Street Gap Closure Project ($39 million) Implemented $1 million seismic retrofit of the City's 3.1 MG Water Reservoir.
- Douglas Street Gap Closure – Completed construction and audits.
- 3.1 Million Gallon Water Reservoir Seismic Retrofit
- Street Improvements (various locations)
- Waterline Replacements (various locations)
- Sewer Replacements and lining (various locations)
- 118th Street Improvements – Included reconstruction of street and coordination with BNSF Railway and Metro for the replacement of deteriorated rail with concrete paneled rails.

Senior Civil Engineer, City of Culver City, CA—Manager of the Capital Improvement Program and Sewer Collection System, including pump stations and for coordinating industrial waste, air quality management, assessment districts and recycled water.

- Coordinated the Amalgamated Sewer Agreement with the City of Los Angeles. This included making capital improvements to the telemetry system for meters detecting the flow in and out of Culver City.
- Managed the Sewer Assessment District – This included coordination with the Los Angeles County Assessor the changes in customer water billings and capital improvements that affect the collection of this assessment.
- Analysis of the Braddock Sewer Pump Station Improvement, which led to the overhaul of the Culver City Sewer Master Plan.
- Sewer Replacements (various locations)
- Street Improvements (various locations)

Public Works Director/City Engineer, City of Solvang, CA—Implemented the Capital Improvement Program and Maintenance of Streets, Storm Drains, Private Development, Transit, Sewer Collection, Sewer Treatment, Water Distribution, Wastewater Treatment, Building maintenance and Solid Waste. Coordinated city issues with regional agencies such as the Santa Barbara County Association of Governments (SBCAG), the Public Works Coordination Council, the Sanitation Agencies Management Association (SAMA) and the Central Coast Water Agency (CCWA).

- Obtained approval from the State of California for a $10.2 million Revolving Fund grant for water treatment on Well Number 3 in the Santa Ynez River.
- Reviewed private development including grading, paving, storm drain, sewer, etc.
- Implemented a Skate Park
- Street Improvements (various locations)
- Water Replacements (various locations)
- Sewer Replacements (various locations)
- Obtained 2 new buses for Solvang Transit
- Wrote LOMR's (Letters of Map Revisions) for FEMA affected parcels

Principal Civil Engineer, City of Novato, CA—Responsible for the management of private projects and capital improvement projects. Capital projects include parks and municipal buildings. He successfully obtained approvals through my presentations to City Council, Planning Commission and Design Review Committee. Coordinated with the Planning, Building, Parks and Recreation Departments within the City. Externally, he coordinated with Marin County, the Army Corps, the Coastal Conservancy, special Districts and the public. He was also responsible for FEMA Flood Districts and encroachment permits.

- Private Development Review – As the Principal Civil Engineer in charge of Private Development, Mr. Garcia coordinated with Developers and their Engineers through the City's Design Review, Planning and City Council processes in accordance with the Subdivision Map Act, implementing Conditions of Approval and other State and Federal requirements. This included advocating for the City's interests in the design of these developments.

William (Bill) Stracker, PE, TE
QA/QC

Firm
D R Consultants & Designers, Inc.

Education
- M.S. Studies in Civil Engineering, California State University at Long Beach
- B.S. in Civil Engineering, California State University at Long Beach
- Certificate Course, Municipal Public Works Administration, California State University at Los Angeles

Years of Experience: 30+

Professional Registration
- Civil Engineer: CA, No. 25082
- Traffic Engineer: CA, No. 985

Affiliations
- American Public Works Association (APWA)
- Civil Engineers and Land Surveyors
- Society of American Military Engineers (SAME)
- Chambers of Commerce

Mr. Stracker is a senior civil and traffic engineer with a distinguished municipal public works career. Mr. Stracker served as City Engineer and Traffic Engineer for many Southern California cities, such as Beverly Hills and Norwalk. His background includes serving on the parks and planning commissions of the City of Tustin. In addition, he is currently leading several public works projects for the City of Los Angeles.

Mr. Stracker brings to any project his strong expertise in project management, engineering design, and managing the construction of municipal infrastructure. He is able to smoothly direct projects while coordinating multiple professional disciplines and responding to the interests of stakeholders from community residents to project owners.

Examples of his numerous projects include streetscape improvements, parkway landscaping, street improvements, parkway drainage, intersection beautification, aesthetic sidewalk treatments, access roads, sewers, water, streetlights, traffic signals, medians, storm drains, parks, and sport facilities.

Mr. Stracker brings a strong track record in the acquisition and administration of grants for municipal public works projects. He developed applications and obtained grants for funds were approved for such public agencies as the City of Laguna Hills ($6 million in sales tax and federal funds) for the La Paz Road at I-5 undercrossing improvements. He also obtained more than $1.5 million in local, federal, and State Safe Routes to School, funds approved for capital improvements for the Cities of Laguna Woods, La Habra, and Los Alamitos.

RELEVANT EXPERIENCE

Front Street Landscape/Hardscape Beautification, Street Widening Project, Port of Los Angeles, CA—Project Manager for the $6M landscape/hardscape beautification, street widening, street dedication to City of Los Angeles, and involvement of the Neighborhood Council. Design services include relocation of the existing electrical poles and facilities; design of pedestrian crossing of existing railroad tracks; moving of traffic signals; design of new street lights; widening of the street, including curb and gutter, curb returns; relocation of DWP power poles, bike path, storm drain, and all appurtenances including striping, signing, fencing; proper drainage and a means to separate or filter contaminates from runoff before being allowed to flow into storm drain system.

Contract City Engineer or Program Manager Services — Provided City Engineer staff support to the cities of Laguna Woods, La Habra, Laguna Hills (On-Call), Norwalk, and National City.

Moulton Parkway Widening and Rehabilitation, Ridge Route Road to Lake Forest Blvd, City of Laguna Hills—Project Manager for this 1.2 mile project including right-of-way development and acquisition, median design, design of street rehabilitation, widening, and intersection improvements.

Plan Check Contracts Program Manager — Provided management and oversight of the engineering plan check contracts. Those agencies included County of Orange, Laguna Hills, Yorba Linda, Los Alamitos, Fullerton, Fontana, Yucca Valley, Moreno Valley, Riverside County Flood Control, Lancaster, Baldwin Park, Corona, La Quinta, and several others.

Baseline Road Widening, Sierra Avenue to Mango Avenue, City of Fontana, CA—Mr. Stracker Managed the alignment studies and design of this street widening from 60 feet to 120 feet with landscaped median, curb and gutter, major storm drain box culvert, sewer, street lights, traffic signals and right-of-way acquisition. Significant utility issues within the project were coordinated effectively. The construction cost of this project is $6M.

Baseline Road Widening, Citrus Avenue to Sierra Avenue, City of Fontana—Mr. Stracker Managed the alignment studies and design of street widening from 60 feet to 120 feet with landscaped median, major storm drain, sewer, street lights, traffic signals, and right-of-way acquisition. Significant utility issues within the project were coordinated effectively. This $21 million portion was split from the above project due to budget and right-of-way issues.

Harbor Boulevard at La Habra Boulevard Intersection Widening and Utility Undergrounding, City of La Habra—Project Manager for the widening of this major intersection including traffic studies, right-of-way, undergrounding of overhead electric/telephone utilities within a narrow parkway, traffic signal modification, design, and construction support.

Beach Boulevard (SR 39) at Lambert Road Intersection Widening, City of La Habra—Project Manager for the widening of this major intersection including traffic studies, right-of-way, undergrounding of overhead electric/telephone utilities within a narrow parkway, traffic signal modification, design, and construction support. Caltrans encroachment permits and project reviews required.

Port of Los Angeles Program Manager/Project Manager On-call Civil Engineering Services, Los Angeles, CA—Mr. Stracker is Program Manager and liaison to the Port and provides management oversight to the DRC contract with the City of Los Angeles Port projects. The current projects include management of the Task Order for the San Pedro Waterfront Enhancements Southern Slip and for the Plan/Design Support and Technical Design Oversight for the Berths 136-147 Terminal Administration Building "TRA-PAC."

Jim Pickel, ASLA

PRINCIPAL-IN-CHARGE - PARK DESIGN

AREAS OF EXPERTISE

Park and Recreation Planning / Master Planning
Facilitation / Landscape Architecture

QUALIFICATIONS

Jim Pickel has over 31 years of experience in park and recreation planning, park design, landscape architecture, and urban design. He has completed a wide range of projects including park and recreation master plans, sports complexes, streetscapes, and commercial, industrial and residential developments. He has extensive experience in project management, site design and analysis, plan check review, public meeting facilitation, construction documentation, and construction administration.

Mr. Pickel served as a member of the City of Yorba Linda Planning Commission for 15 years. He also served as a Yorba Linda Parks and Recreation Commissioner for 6 years. He has served on the Board of Directors for the California Parks and Recreation Society, District Ten. He currently serves as a faculty member in the Landscape Architecture Program at the University of California, Los Angeles Extension.

PROFESSIONAL AFFILIATIONS

- American Society of Landscape Architects
- California Parks and Recreation Society, District Ten, Board of Directors
- Southern California Municipal Athletic Federation
- Current Faculty, UCLA Extension Landscape Architecture
- American Planning Association
- City of Yorba Linda, Parks and Recreation Commissioner (past member)
- Yorba Linda Planning Commission (past member)

REGISTRATIONS

- Registered Landscape Architect: California #4385, Texas #2171

EDUCATION

- Bachelor of Science, Landscape Architecture, California State Polytechnic University, Pomona

RELEVANT EXPERIENCE

- Anaheim As-Needed Services, *Anaheim, California*
- La Habra Heights As-Needed Services, *La Habra Heights, California*
- Irvine As-Needed Services, *Irvine, California*
- Bluff Top Park; Main Street Pedestrian Walkways; Pier Plaza Project, South Beach Phase I and II Improvements; Coastal Recreation Master Plan, *Huntington Beach, California*
- Ontario Soccer Complex, *Ontario, California*
- Amtrak Transportation Center Master Plan, *Fullerton, California*
- Rails to Trails Master Plan, *Tulare, California*
- Hermosa Beach Pier Head Plaza, *Hermosa Beach, California*
- Huntington Beach Downtown Pedestrian Plaza Improvements, *Huntington Beach, California*
- Langsdorf Hall Entry Plaza, California State University, *Fullerton, California*
- Bicycle/Pedestrian Trail System, California State University, *Fullerton, California*
- Diamond Bar Trails Master Plan, *Diamond Bar, California*
- Santa Barbara Sports Field Master Plan, *Santa Barbara, California*
- Bakersfield Parks and Recreation Master Plan, *Bakersfield, California*
- Big League Dreams, *Redlands, California*
- Big League Dreams, *League City, Texas*
- Irvine Recreational Facilities Master Plan, *Irvine, California*

Darren Rector, RLA

PROJECT MANAGER / LANDSCAPE ARCHITECT

AREAS OF EXPERTISE

Park Design / Trails and Recreation / AutoCAD
Landscape Architecture

QUALIFICATIONS

A Project Manager in MIG's Fullerton office, Darren Rector has 21 years of experience in the landscape industry as a designer, project manager, AutoCAD manager and draftsman. A licensed Landscape Architect in California and Nevada, he is also affiliated with several professional organizations, including the American Society of Landscape Architects and the California Park and Recreation Society.

Mr. Rector has a wide range of interests, including park renovation and rehabilitation, historical preservation, urban design, regenerative landscape systems, and the Sustainable Sites Initiative and LEED certification. He has managed to completion a wide variety of projects ranging from community and neighborhood parks to international destination resort enhancement and municipal facility restoration. His work responsibilities include park master planning and conceptual design, public workshop facilitation and oversight of construction document production through bidding and implementation

REGISTRATIONS

- Registered Landscape Architect: California #4861; Nevada #627

EDUCATION

- Bachelor of Science, Landscape Architecture, California State Polytechnic University, Pomona

RELEVANT EXPERIENCE

- Lakewood West San Gabriel River Parkway Nature Trail, *Lakewood, California*
- Gateway Park, *El Monte, California*
- Central Park, *La Palma, California*
- Fallbrook Park, Anaheim Central Library, *Anaheim, California*
- Lemon Park Master Plan, *Fullerton, California*
- Alondra Swim and Skate Park, *Lawndale, California*
- Craig Ranch Skate Park, *North Las Vegas, Nevada*
- Bixby Bluff Skate Park, *Long Beach, California*
- Canyon Oaks Park, *Westlake Village, California*
- Berniece Bennett Park, *Westlake Village, California*
- Three Springs Park, *Westlake Village, California*
- Russell Ranch Park, *Westlake Village, California*
- Ponderosa Elementary School and Park, *Anaheim, California*
- Fallbrook Park, Woodbridge, *Irvine, California*
- Felsite Park Master Plan, *Rosamond, California*
- Lakeview Park, *Santa Fe Springs, California*
- First Street Transit Mall, *Long Beach, California*
- Rio Hondo Trail and Emerald Necklace Valley Boulevard Gateway, *El Monte, California*
- Lower Mission Creek, *Santa Barbara, California*
- Angeles National Forest Supervisor's Office, *Arcadia, California*
- Haharnongna Watershed Park Annex Master Plan Assessment, *Pasadena, California*

Neil Clifton, PE

Construction Management

Firm
D R Consultants & Designers, Inc.

Education
- Bachelor of Science, Civil Engineering, California State University, Chico

Years of Experience: 30+

Professional Registration
- Registered Professional California Civil Engineer (RCE No. C045576)

Affiliation
- Associate Member of the American Society of Civil Engineers (ASCE)
- Construction Management of America Association (CMAA)
- Water Pollution Control Federation (WPCF)

Certifications
- American Red Cross Multimedia Standard First Aid
- Industrial Safety Training CPR

Mr. Clifton is an expert in the disciplines of planning, design, value engineering, estimating, constructability reviews, and estimating and constructing facilities. He has more than nine years of experience in the hard bid estimating of construction projects for a large industrial contractor.

For 21 years, Mr. Clifton served on the staff of a public agency. His duties included managing regional water programs and planning, managing, designing, value engineering and constructing water, wastewater and bio-solids facilities. For more than eight years, he worked on the construction of industrial facilities for a private general contracting company. In addition, he worked for more than a year as a surveyor for the federal government.

RELEVANT EXPERIENCE

City of Palm Springs, Construction of Two Co-Generation Facilities, Palm Springs, CA — Construction managed two complex co-generation facilities with interconnecting electrical and hot/chilled water loop networks to 12 of the City and County facility buildings' cooling and heating systems. The work involved 30 miles of electrical conduit and pipelines.

Construction of Water Treatment Facility, City of Palmdale, Palmdale, CA — Performed project management duties for a new large water treatment facility. Scope of work included lake dredging, installing a lake intake structure and in-line water power turbine from the California Aqueduct to Palmdale Lake, and complete treatment plant retrofits to the impacted equipment.

Large new Slip-Form Silo, City of Long Beach, Long Beach, CA—Project Manager (while on staff of Peter Kiewit Son's Company—Silo functioned as ship unloading facility for City of Long Beach. The concrete silo was 200 feet tall by 300 feet long by 150 feet wide. The project required continuous concrete pouring for 14 day around the clock. The foundation consisted of 998 friction pre-tensioned concrete plies and a 10-foot thick slab-on-grade. The total project included over 25,000 cubic yards of concrete, fully automated ship unloading conveyor, hopper truck loading and truck scale systems.

Design and Construction of 16 Renewable and Combined Cycle Generation Facilities—Project included an organic Rankin cycle, sterling, micro-turbine, chilled water storage and absorption chillers from waste heat, photo voltaic, biological bio-gas cleaning, bio-gas distribution network, and conventional advanced bio-gas cleaning systems.

Construction of Power Plant Expansion, Southern California Edison, Laughlin, NV—Expansion included four miles of coal slurry line; four large asphalt lined, coal slurry basins; transfer stations; export stations; and associated facilities.

Design of Recycled Water Distribution Network, Inland Empire Utilities Agency (IEUA), Chino, CA—Designed and constructed a recycled water distribution network throughout IEUA's service area

and developed an optimization modeling program to combine and optimize all of IEUA's operating systems and a Primavera Scheduling and Cost Control system.

Pond, Basin, Channel, and Creek Restoration and Stabilization, Los Angeles Area—Projects included Chino Creek, Chino Basin Groundwater Recharge Program, Unlined Channels, 13 spreading basins and Kimball Creek.

Construction of Expansions to Wastewater Treatment Plants, Los Angeles County Sanitation District—Built two large wastewater treatment plant expansions. Worked included primary, secondary, filters, digesters, dewatering and associated facilities.

Employment History

IEUA, Chino, CA—Manager, Energy and Construction Management Department. Directed, managed, supervised, and coordinated the programs. Duties included the planning, design and construction of IEUA's capital program for imported water service; wastewater collection, treatment, and disposal; production and distribution of reclaimed water for a variety of uses; brackish groundwater recovery using desalination treatment technology; digestion and composting of manure and municipal biosolids into soil-amendment products; renewable energy generation; and regional disposal of non-reclaimable industrial wastewater and brine flows. Selected projects and total costs included:

- Indoor Static Pile Composting Facility - $69 million.
- 12 mgd Wastewater Treatment Plant - $67 million
- 12 mgd RO Desalter Facility - $85 million
- 10 mgd RO Desalter Facility - $65 million
- 10 mgd Wastewater Treatment Plant - $46 million
- 7 mgd Wastewater Treatment Plant, - $35 million
- 5 mgd Ion Exchange Facility - $25 million
- RP1/RP4 Reclaimed Water Distribution System - $21 million
- RP-5 Renewable Energy Generation Station - $19 million
- Fontana Interceptor Relief Sewer - $14 million
- LEED Platinum IEUA Headquarters - $12 million
- RP-5 Manure Plug Flow Digester - $12 million

Peter Kiewit Sons' Company, Santa Fe Springs, CA—Project Manager / Project Engineer. Duties included staff management, budgets, cost/labor hour control, payroll, disputes, change orders, subcontracts, material contracts, planning, scheduling, purchasing, construction drawings (form design, piping), construction programs (safety, maintenance, incentive, etc.), agency and public coordination, complete supervision of all construction employees, subcontractors and material suppliers, and complete cost, schedule, and overall project responsibilities.

Robert Glessner, AICP
Planning / Environmental

Firm
D R Consultants & Designers, Inc.

Education
- Bachelor of Science, Urban and Regional Planning, California Polytechnic University Pomona: Deans Award
- Disaster Preparedness Planning Certification, California Specialized Training Institute
- Certificate Hazardous Waste and Materials Management (CHWMM), University of California Riverside
- Certificate, Project Management (in progress), University California Irvine
- Continued education through workshops and conferences
- Years of Experience: 30+

As a member of the DRC project team, Mr. Glessner brings strong expertise in project management, consulting and city planning, as highlighted:

- **Project Management**— Mr. Glessner has served as a project manager, deputy project manager and task lead for iconic and multi-discipline project teams on projects with contract values from $43,000 to $12 million. He has managed specific plan and entitlement projects in Southern California and advanced and current development planning projects and programs in Salt Lake City, UT and Loma Linda, CA.

- **Consulting**—He provides advisory and strategic planning services to a broad clientele, including city agencies, private developers, consultants, non-profits, logistics and software companies.

- **City Planning**—As a city planner, he effectively processed development applications and advanced planning tasks through regulatory programs, such as the California Environmental Quality Act (CEQA). He has presented projects to planning commissions and city councils. He has also managed development application permit processes for conditional use permits, variances, zone and municipal code amendments, and planned developments. He has worked on advanced planning projects and programs

CAREER HISTORY

Independent Consulting, The Collaborative (Freelance), Orange County, CA—Provides consulting services to public and private sector clients to support the continuity of ongoing projects, facilitates public workshops. Supports due diligence and marketing services for enterprise software company and emergency pre-plan and inspection company.

Supervising Planner, Parsons Brinckerhoff, Orange, CA—Selected projects included:
- Deputy project manager for high cube warehouse specific plan with 4,100 acres and 41 million square feet of building area. Wrote draft specific plan, coordinated team, budget, staff hours and tasks.
- Project manager for TIGER III grant pursuit, coordinated project team and client.
- Task lead for Anaheim Regional Transportation Intermodal Center (ARTIC) conditional use permit entitlement, due diligence, public outreach, parking and wayfinding program.
- Wrote proposals, monitored and managed project budgets, staff assignments and hours.
- Generated $1,463,000 in new contracts. Wrote proposals on 18 small-scale projects in new markets, winning nearly 30 percent of pursuits with contracts valued between $12,500 and $1.2 million.

Director, FORMA, Costa Mesa, CA—Managed Riverside office and supported Inland Empire business strategy. Work included:

- Wrote proposals, scopes of work, schedules, and budgets. Client liaison.
- Assigned tasks, trained staff, managed projects and coordinated multi-discipline project teams from project initiation through completion.
- Wrote two mitigated negative declarations (MND), CEQA compliance, for two specific plans and tentative tract maps for land encompassing approximately 1,100 acres, more than 1,800 dwellings and supportive land uses.
- Completed seven specific plans including zone changes, general plan amendments and tract maps with city council approvals, while working on 17 different projects concurrently within 18 months.
- FORMA – Generated $2,118,000 in new contracts, entitled seven specific plans, 80 percent of all proposals were short-listed with contract values between $5,000 and $980,000.
- Administrated 18 contracts with pursuit teams.

Principal Planner, City Planning, Salt Lake City, UT--Accomplishments included:

- Planning liaison for 11.5 square miles of downtown Salt Lake City coordinating 8 community councils, 5 historic districts, Central Business District, planning commission and city council. Wrote the Central Community Master Plan, (CCMP).
- Presented projects to community councils, special interest groups, planning commission and city council. Coordinated inter-department staffs and general public to capture comments for the CCMP and UTA University Light Rail extension.
- Processed and administered development applications for variances, conditional use permits, and precise plan of designs.
- **Select project examples:** Marriott Assisted Living Facility, 4th South MarketPlace, Gilgal Gardens, Salt Lake City Buzz Sign Master Plan Amendment, Single Room Occupancy and Residential Office Zone amendments, UTA Trax light rail extension.
- Wrote and produced advance planning documents including zoning ordinances, master plans, and general plan amendments.
- Worked with University of Utah on light rail station location and power supply locations. Address neighborhood parking issues and rental property concerns and workshops for 2002 Winter Olympics.

Associate Planner, City Planning, City of Loma Linda, CA--Responsibilities included:

- Processed development applications and performed advance planning.
- Evaluated development applications for zoning, general plan, and CEQA compliance. Wrote Initial Studies, Negative Declarations, Mitigated Negative Declarations, and reviewed Environmental Impact Report's.
- **Selected project examples:** Loma Linda University Cancer Research Center, Parking Structure, Drayson Center, Ronald McDonald House. Roger Peter Porter Planned Development, Bakers, Hometown Buffet, and General American Life.
- Worked with developers, engineers, and architects and coordinated with city staff. Prepared staff reports and presented to planning commission and city council.
- Created redevelopment agency housing program. Procured funds; managed program and completed 43 residential rehabilitation projects.
- Worked with Loma Linda University staff and project teams on campus building development projects.

Technical Specialist – ESRI, Redlands, CA--Provided technical support for ARC INFO software program; created digital databases with geographic information system.

Joseph Apohen, Jr.

Senior Construction Inspector

Firm
D R Consultants & Designers, Inc

Education & Training
- B.A. Urban Studies, California State University, Los Angeles
- Reinforced Concrete Deputy Inspector, Building and Safety, City of Los Angeles
- Safety Training, Cal OSHA
- Class on Asphalt Concrete Paving, City of Los Angeles
- American Concrete Institute Seminar on Concrete

Years of Experience: 29+

Affiliations
- Member of Los Angeles City Department of Building and Safety Disaster Assessment Team for FEMA, Northridge Earthquake

Mr. Apohen brings over 29 years of experience in inspection and construction management of public works projects, including street, sewer, storm drain, electrical, mechanical, waterline, sewage treatment plants and public building projects for various municipalities and agencies such as City of Los Angeles, MTA, OCTA, LAUSD, County Sanitation District of Los Angeles County, and State Division of Dams. Possesses a thorough knowledge of the Standard Specifications for Public Works Construction (Greenbook), experienced with the OSHA safety requirements, and is knowledgeable with the Work Area Traffic Control Handbook ("WATCH") requirement.

RELEVANT EXPERIENCE:

City of Norwalk Bus Shelter Project. ARRA Project #7749

- Inspected the successful construction, per contract documents, of bus shelters at nineteen (19) locations within the City of Norwalk. Included in the project is the boring of electrical conduits under concrete sidewalk to provide lighting for bus shelters at three locations.

Replacement Restroom and Office Building At Vista Verde Park, City of Norwalk, ARRA Project #7312

- Inspected to ensure safety compliance with the contract documents, including submittals, the successful construction of this restroom facility and office building which included demolition of existing facility, grading, reinforced concrete and masonry construction, plumbing, electrical, irrigation system, roofing, glazing, and the application of "vitrucem" for anti-graffiti.

Senior Construction Inspector, East Cooley Ranch Development Project, Colton, CA

- responsibilities included in the $2 million project were ensuring compliance with contract documents, inspection of grading, street asphalt concrete paving, 10" diameter water line installation, storm drain channel modification, street lighting, landscaping, monitoring of underground utility installation, maintaining dust control and ensuring accurate record keeping and daily reports as well as assisting with the progress payment estimates.

Ramiro Herrera, Jr.

Construction Inspection

Firm
D R Consultants & Designers, Inc.

Education
- Bachelor of Science: Building Construction
- Texas A&M University: College of Architecture

Years of Experience: 20+

Professional Associations
- Construction Management Association of America
- American Society of Professional Estimators

Mr. Herrera brings over 20 years of program and construction management experience involving building facilities and special projects for agency clients throughout Southern California. Managed project teams in all phases of design, program costs, schedule, and prepared contract documents for public bid. Onsite owner representative managing project team and third-party contracts during the construction phase to project completion, commissioning, and owner acceptance.

RELEVANT EXPERIENCE:

Regional Connector Transit Corridor Project, Metropolitan Transportation Authority

- **Senior Estimator.** Responsible for bottoms-up approach and validity of the Engineer's Estimate for Los Angeles Metropolitan Transportation Authority's $1.3B Regional Connector project.. The Regional Connector is a 1.9 mile underground twin tunnel light rail line from 7th and Flower Street to 1st Street and Central which connects with the existing Blue, Expo and Gold Lines. Major scope involves a combination of Flower Street and passenger Station cut and cover and earth pressure tunnel bored machine operations. Construction of three separate passenger underground rail stations, each accessed by surface Park Pavilions, with architectural hardscape and tree and planting landscaping improvements. Responsible for coordinating with project design team members, confirming project quantities, scope, and coordination with Metro departments to validate construction direct costs and Authority indirect cost.

2012 CIP Improvements Projects, City of Bell, CA

- **Public Works Project Manager.** Provided civil design review, cost estimating, bid document development and construction management services for local funded and federally funded roadway capital improvement projects as part of the City's 2012 C.I.P. program.

$7M Utility Operations Yard Upgrade, City of Huntington Beach, CA

- **Senior Construction Manager.** On-site owner representative involving; chairing progress meeting to prioritize and coordinate construction activities', managing information requests, submittals approvals, project schedule and change order cost estimation. Work construction of a six-building complex concurrent with on-going Utility Yard operations. Structures involved an exterior Bulk Storage structure #01 canopy, exterior Dry Storage canopy structure #02, new Meter and Distribution Bldg #03, renovation of an existing structure for Administration Bldg #04, new Operations Bldg #05 and expansion of production Bldg #06. Site improvements involved Main Street and interior complex landscape tree/planting and water feature.

High School #10, Orange County Department of Education, CA

- **Senior Program Manager.** Responsible for owner representation services related to; schematic through contract document design management, cost estimating, DSA approval processing, constructability reviews, MEP contractor quote solicitations, and schedule reviews for a $17 million five building campus located in Fountain Valley, CA.

The below listed projects and services were performed concurrently:

Design Coordinator/Project Manager (Design-Build), San Diego County Water Authority. Served as the design coordinator and negotiated cost development for the SDCWA $20M, 60K SF Administration facility design/build project. Provided on-site construction management oversight services, commissioning and close out.

Construction Manager, City of Irvine Heritage Park Pool Project. Responsible for pre-construction services involving project costs estimation, bid documents preparation and on-site daily CM tasks for Phase I (demolition and rough grading package) in preparation for the construction of the Phase II $15M Heritage Park aquatic complex.

Construction Manager, City of Culver City Senior Citizens Center. Responsible for schematic through contract document design cost estimation review, contract document development, bid, award services, and on-site construction time, cost and quality management services for the $8M, 45K SF Senior Center.

Construction Manager, City of Commerce. Provided cost estimation at each phase of architectural design for the $45M Rosewood Park improvement project. The scope of work involved multi-phased renovation over seven years to an existing City Hall and Park Complex located on a 17-acre site. The construction effort involved staged demolition and staff relocation into temporary facilities to construct a:

- $4M 10K SF Senior Center
- $12M 30K SF Transportation/Bus Facility
- $15M 60K SF Community Center building containing
- Indoor Olympic aquatic stadium facility
- City Cable Channel 55 Studio
- Aerobic/Weight Rooms
- Community Rooms/Kitchen Facilities
- Rosewood Park improvements including, tree/plant landscaping with outdoor play equipment, basketball and handball courts

Construction Manager, City of La Quinta. Provided construction management services for the $15M, 45K SF City of La Quinta City Hall project. Responsible for day-to day response to Contractor RFI's, submittals, correspondence, schedule review, change cost management, estimation and negotiation.

Capital Improvement Project Inspector

- District 4 Caltrans: Castro Valley "Y" Interchange
- City of Mountain View: C.I.P inspection
- City of Sunnyvale: Building Inspection

C. Previous Experience

(Before)

(After)

Plans, Specifications and Estimates, *Design & Construction* Phases I, Lower Mission Creek Flood Control Project Reach 1A, Santa Barbara, CA

APWA 2011 Project of the Year

Completion Year: 2013
Name of Client: Lead Agency: U.S. Army Corps of Engineers, Los Angeles District
Current Address: 915 Wilshire Blvd, Los Angeles, CA 90017
Phone Number: (213) 452-3333
Email Address: stephen.h.vaughn@usace.army.mil
Contact Person: Steve Vaughn, PE

DRC Design Services:
- Quality Control
- Project Oversight
- Construction Drawings and Specifications
- Coordination with Botanist, Biologist, and Ichthyologist Onsite
- Review and Approve RFIs
- Review and Approve Change Orders
- Project Review and Punch list
- Review Material Tests
- Project Management

DRC Construction Support Services:
- Project Oversight
- Revised Construction Drawings and Specifications
- Coordination with Botanist, Biologist, and Ichthyologist Onsite
- Review and Approve RFIs
- Review and Approve Change Orders
- Project Review and Punch list
- Review Material Tests

- Project Management
- Quality Control

DRC prepared construction drawings and specifications and construction support for the Phase I construction of the first reach of the Lower Mission Creek flood control project located in the City of Santa Barbara. The first reach of the project extends from State Street to south of Mason Street, approximately 400 linear feet. The US Army Corps of Engineers was the Lead Agency for Phase I and the project sponsor was the Santa Barbara County Flood Control & Water Conservation District (District). The District was the Lead Agency for the construction of Phase I.

Construction Support, *Construction* Phase II, Lower Mission Creek Flood Control Project Reach 1A, Santa Barbara, CA

APWA 2011 Project of the Year

Completion Year:	2015
Name of Client:	Santa Barbara County Flood Control and Water Conservation District
Current Address:	130 E. Victoria Street, Suite 200, Santa Barbara, CA 93104
Phone Number:	(805) 884-8074
Email Address:	mgriff@cosbpw.net
Contact Person:	Matthew Griffin, PE (Lead, Phase II Design and Construction Support), Civil Engineering Specialist

DRC Construction Support Services:

- Project Oversight
- Construction Drawings and Specifications
- Coordination with Botanist, Biologist, and Ichthyologist Onsite
- Review and Approve RFIs
- Review and Approve Change Orders
- Project Review and Punch list
- Review Material Tests
- Project Management

Phase II completed the channel design and construction to Mason Street, including the bridge design. The District was lead agency for Phase II design & construction. DRC completed the channel design and provides ongoing construction support and management until project completion in 2015

Project Management, Construction and Engineering Support Services, Three Highway Improvement Projects, Port of Los Angeles

DRC was contracted to provide project management, construction and engineering support services during construction of the following improvement projects:

- **SR 47 and the I-110 Freeway**
- **C Street / I-110 Access Ramp Improvements**
- **John S. Gibson Intersection / Northbound I-110 Ramp Access and I-110/SR-47 Connector**

DRC's scope of work, carried out by four full-time staff members, includes mentoring support for Port of Los Angeles staff working on these projects. The same scope, as outlined below, has proven effective for each project:

Coordination with Design Consultant
Coordinate, direct and obtain necessary information from the Design Consultant as needed to fulfill the scope of services.

Meetings, Site Visits, and Observations
Attend pre-construction meetings, construction progress meetings.

Visit the site and make observations
Prepare minutes of the meetings and records of the site visits and observations.

Clarifications and Requests for Information (RFI)
a. Provide interpretations and clarifications of the Contract Documents in a timely manner as requested by Engineer.
b. Provide responses to RFIs submitted by the contractor

Shop Drawings and Submittals
a. Review shop and erection drawings, production drawings, samples and other data which Contractor(s) submit(s), for conformance with the design concept of the project and compliance with the information given in the Contract Documents and permits. Such review will be performed in a timely manner as determined by the Engineer.
    i. If Contractor's submittal complies with the drawings, permits and specification, DRC will signify such compliance by affirmative statement, stamp, and signature.
    ii. If Contractor's submittal does not comply, DRC will note the specific deficiency and the actions required by the Contractor(s) and affix stamp and signature.
b. Evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor.
c. Review certificates of inspections, mill test reports and non-routine laboratory reports, tests and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine that their content complies with the requirements of, and the results certified indicated compliance with, the Contract Documents and permits).
    i. DRC will recommend testing to City if, in DRC's professional judgment, such testing is advisable.
    ii. DRC will attend inspections as requested to determine if the work in progress is acceptable and a final inspection to determine if the completed work is acceptable so that DRC may recommend, in writing, final payment to Contractor(s) and may give written notice to City and the Contractor(s) that the Work is acceptable.

Claims Review

Review claims of City and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work; advise the City of the validity of such claims.

Construction Document Revisions

Prepare revisions or supplementary Contract Documents as necessary to correct errors or omissions, resolve unforeseen field conditions, comply with necessary permit conditions or address other occurrences during construction.

Deliverables

- Records of meetings, site visits, and observations
- Responses to clarifications and Requests for Information (RFI)
- Responses to the review of shop drawings and submittals
- Responses to the evaluation and determination of the acceptability of substitute materials and equipment proposed by Contractor
- Responses to the review of certificates of inspections, mill test reports and non-routine laboratory reports, tests and approvals required by laws, rules, regulations, ordinances, codes, orders or Contract Documents
- Responses to the review of maintenance and operating instructions, schedules and certificates of inspection, tests, approvals and building g equipment maintenance schedules
- Responses to the review of claims of City and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work
- Revised construction documents
- Document controls

C Street / I-110 Access Ramp Improvements Construction Support, Port of Los Angeles, CA

Completion Year: 2015
Name of Client: Port of Los Angeles
Current Address: 425 S. Palos Verdes Street, San Pedro, CA
Phone Number: (310) 732-3649
Email Address: slai@portla.org
Contact Person: Sue Lai, PE, Project Manager, Engineering Division

The Port, in conjunction with the California Department of Transportation District 7 (Caltrans), is improving the C Street Ramp Access connecting with the northbound and southbound Interstate 110 (I-110). These improvements are intended to increase traffic circulation, reduce congestion, and improve operation and safety. The project consists of the following elements:

- Widening and realigning the on and off ramps at C Street and I-110
- Improving the C Street/Figueroa intersection
- Improving signalization
- Realigning the railway

Services Being Provided:

- Developing, maintaining estimates
- Construction Support
- Coordination with Design Consultant
- Meetings, Site Visits, Observations
- Shop Drawings and Submittals
- Claim Review
- Construction Document Revisions
- Clarifications and Requests for Information (RFI)

Project Management and Construction Support, John S. Gibson Intersection / Northbound I-110 Ramp Access and I-110/SR-47 Connector, Port of Los Angeles, CA

Completion Year:	2015
Name of Client:	Port of Los Angeles
Current Address:	425 S Palos Verdes St., San Pedro, CA 90731
Contact Person:	Sue Lai, PE
Phone Number:	Phone: (310) 732-3649
Email:	slai@portla.org

The Port, in conjunction with the Caltrans District 7, is improving the southbound State Route 47 (SR 47) to northbound Interstate 110 (I-110) connector and the northbound I-110 and northbound ramps at John S. Gibson Boulevard. These improvements are intended to increase traffic circulation, reduce congestion, and improve operation and safety. The project consists of the following elements:

- Widening the SR 47/I-110 connector from one to two lanes
- Extending the additional through lane on the northbound I-110 past the John S. Gibson Boulevard off-ramp
- Modifying existing park and dog park
- Widening the bridge structures over Pacific Avenue and Channel Street
- Modifying the northbound ramps at the I-110/John S. Gibson Boulevard interchange
- Improving the intersection of John S. Gibson Boulevard and the I-110 northbound ramps
- Construct soundwalls along the SR 47 and I-110
- Realigning railway

Knoll Hill Park Improvement Project, Port of Los Angeles, CA

APWA 2008 Project of the Year

Completion Year: 2008
Name of Client: Port of Los Angeles
Current Address: 425 S. Palos Verdes Street, San Pedro
Phone Number: (310) 732-3010
Email Address: jmunoz@portla.org
Contacts: Anthony Gioiello, PE, Chief Harbor Engineer
Jaime Muñoz, PE, Civil Engineer Associate II

Services Provided:

- Project Management
- Retaining Wall Design
- Road Widening and Realignment
- Grading and Drainage Design
- Permitting
- Plans and Specifications
- Cost Estimating
- Roadway Design
- Parking Lot and Site Design
- Utility Design
- Construction Support and Oversight

As prime consultant, DRC provided conceptual, preliminary design, and all signature design phases and construction support for the project. Work included preparation of plans, specifications, and estimates for the widening and reconstruction of the existing Knoll Hill Road and site development at the top of the hill. The project included more than half a mile of roadway widening and reconstruction, site design and grading for three Little League baseball fields, utility design and relocations, parking lot design, and construction of retaining walls.

DRC designed the project in strict accordance with City of Los Angeles, BOE design criteria and CADD standards. Design considerations included requirements from other public agencies such as the Department of Building and Safety, Fire Department, and Department of Public Works.

The project required completion within eight months to enable the opening of the baseball season. DRC construction support and project oversight was crucial to the timely project completion. The project was named the 2008 Project of the Year (Parks and Recreation Facilities Category) by APWA Southern California Chapter and received the 2009 Project Achievement Award from the Los Angeles Council of Engineers and Scientists.

Griffith Park – Fern Dell Drive Facility, Water Distribution System Design, Los Angeles, CA

Completion Year: 2005
Name of Client: Los Angeles Department of Water & Power
Address: 111 N. Hope St., Los Angeles, CA 90012
Contact Person: Raul Banuelos, PE
Phone: (213) 367-0818
Email: raul.banuelos@water.ladwp.com

Services Provided:

- Civil Engineering
- Pumping and Piping Design
- Electrical Engineering
- Instrumentation and Control
- Aesthetic Design/Sustainability
- Project Management and Administration
- Construction Drawings
- Construction Details
- Equipment Lists
- Construction Oversight

DRC provided design and construction oversight services necessary for the LADWP to construct an aesthetically pleasing permanent man-made stream and water feature in Griffith Park. The project produced detailed design engineering and construction package including all necessary construction drawings, details, and equipment lists.

The Los Angeles Department of Water and Power (LADWP) operate the Fern Dell Drive Facility water feature located in Griffith Park. The man-made water feature consists of a stream that is lined with cedars, pines, and other flora and fauna. Small waterfalls, pools and bridges are incorporated into this public water feature that is a popular picnic and walking destination for visitors to Griffith Park.
The Fern Dell Facility water supply is from a municipal water line. The water feature is designed to be a closed system, so that flow will be re-circulated indefinitely. Under the configuration, the storm water outlet from the system is not available for routine flushing, but only during storm events that exceed the capacity of the facility. The existing storm water bypass channel is being maintained. The system required a pumping station and associated piping network to continuously re-circulate water through the existing creek. The pipeline extends from the pump station at the downstream end of the creek to an existing pond just above a playground at the upper end of the facility.

The Fern Dell system has a series of weirs that facilitate the approximate 190 feet elevation drop from top to bottom. There is also a waterfall feature included. These features will generate enough aeration to prevent dissolved oxygen concentrations. Originally there were no forms of water treatment in the system but it was necessary to examine the parameters of concern and assess the available technology to facilitate the requirements of a safe, aesthetically pleasing water feature.

MIG Example Projects:

Planning and Design, Greenleaf Parkway Parks (includes fitness stations), Compton, CA
MIG planned and designed two new parks for the City of Compton: the 3.9-acre Walton Park and the 3.6-acre Mayo Park. Both parks are on electric utility easements, and access roads to power towers are part of the design. These parks feature decomposed granite and rubberized public trails, fitness stations, drought-tolerant plantings, benches, water fountains, bike racks, trash cans and pet waste bag stations. Boulder-strewn dry streambeds serve as storm drains and artistic concrete signs and solar lights provide accent lighting in the evenings. At Walton Park, interpretive signs give nutrition and fitness suggestions that go along with the fitness stations. Inspirational quotes by athletes from Compton, or who played in Compton, are part of interpretive signage. At Mayo Park, signs interpret the native landscape plants, and encourage recycling and water conservation.

Completion Year: 2011
Name of Client: City of Compton
Address: 206 S. Willowbrook Avenue
Phone: (310) 605-5532

Dills Park Renovation, Paramount, CA
MIG worked with the City of Paramount in creating a master plan for the addition of a new park and the renovation of an existing park along the Los Angeles River. The park includes the Los Angeles River Bikeway, picnic tables, a playground, a walking and jogging path, a basketball court, restrooms and multiple grassy areas. One of the goals of the project is to leverage the natural beauty of the Los Angeles River to provide local and regional visitors with a scenic, signature recreation area that showcases the local environment. To that end, MIG employed native plantings, including spruce trees, pitcher sage, woolly blue curls and California barberry. These choices will also minimize irrigation needs. Additional improvements include: an updated restroom facility; a new maintenance building; new lighted play areas; par course stations; decomposed granite walking trail; interpretive gathering areas; interpretive signage; pervious concrete paving; storm drainage collection tanks and filters; picnic facilities; and new park signage.

Completion Year: 2009
Name of Client: City of Paramount
Address: 15300 Downey Ave, Paramount, CA 90723
Contact Person: David Johnson
Phone: 562-220-2138
Email: DJohnson@paramountcity.org

D. Procedures and Methodology

Introduction

The City of Cudahy has received a grant to expand the City's Clara Park by 0.90 acres. The initial project will be to develop a 0.45 acre parcel. The property is currently occupied by a six unit apartment complex that will be purchased by the City, demolished, and residents relocated. The park is located on Clara Street, east of Atlantic Avenue, west of Wilcox Street and is bound on the south with access to Elizabeth Street.

An alley access is shared by both 4840 (initial project) and 4848 Clara Street for onsite parking. With the removal and demolition of the 4840 Clara Street complex, the alley will need to remain for access to the 4848 Clara Street facility with adequate width for vehicle turn movements onsite. The design and construction of the initial project phase should include research and documentation for the future parcel to allow for ease of transition into that project. The design will need to anticipate construction impacts to the adjacent parcel and resident impacts.

The Project Manager would be responsible or involved in the following summary items of work:

- Project Oversight
- Material testing reviews and documentation of certificates.
- Design reviews and meetings
- Property identification, acquisition, schedule and documentation process reviews
- Property liens involved.
- DSA coordination as required and project status for grant requirements and reports.
- CEQA process review and environmental mitigation requirements
- Document project status by milestones including adherence to schedule, budget, quality control and adequacy of project information to stakeholders.
- Property demolition design reviews and oversight.
- Hazardous material mitigation found within the demolished buildings.
- Establish rapport with adjacent residents and set up ongoing information process
- Construction Oversight as noted below.
- Presentations to Council, committees, and groups as required.
- Maintain proactive coordination with stakeholders including City, contractor, architect, Health & Safety, Building Safety, Fire, utilities, and others as required.
- Document utility requirements of building removal, any joint facilities involved with adjacent properties, subsurface facilities issues, etc.

Project Start-Up

Upon selection, our first order of business will be to meet with the City's Project Manager and stakeholders to establish clear procedures and objectives. DRC's proposed plan of action for clarifying goals, procedures and objectives includes:

- Establishing points of contact
- Obtaining project schedules from contractor
- Developing a procedure for informing the project area residents
- Concurring on construction observation requirements
- Work with DSA representatives to establish required guide lines.

For projects requiring aggressive construction schedules, we will work with the contractor and City staff to make certain those high profile projects is completed on-schedule. Projects that could potentially impact a residential area or community will include ongoing communication with the stakeholders and City staff and to assist in communication, as needed with City Council and/or City Administration. Cost and schedule controls are all of utmost importance to the successful management of the construction project.

- Contractor prepared "critical path" schedule for major projects.
- Preparation and weekly updating of an action item punch list.
- Provide a weekly oral and written project status report.

A. Contract Administration and Construction Observation

The DRC goals and objective to provide Construction Observation services include:

- Delivering a completed project in a cost-effective and safe manner, with no interruption to existing facilities or improvements;
- Making a smooth operational transition from the existing to the expanded facility; and
- Completing facilities by executing an efficient and timely contract close-out.

DRC is prepared to take the lead and support the City of Cudahy in the pursuit of these objectives. We want to emphasize that construction inspection is not simply an exercise in "assisting" in completing a construction job. We believe the construction of the projects require a field-oriented construction observer with the ability to hold the City's interests at the forefront of the construction effort. Our approach is more than merely monitoring activities and providing historical reports. DRC will be an advocate for the City of Cudahy, defining job priorities and proactively getting the work done.

The Construction Observation Plan – The DRC Construction Observation Plan serves as a guideline for the execution of all construction-related activities. The purpose of the plan is to facilitate smooth coordination and communication among all parties involved, including the designers and the City staff, and to establish protocols for effective execution of the project requirements.

Immediately after our mobilization, the administrative procedures will include documents and updating the following partial list of the activities and procedures:

- Records Management
- RFI Management
- Submittal Management
- Meeting Management
- Scheduling
- Change Orders
- Pay Applications
- Monthly Reports
- Correspondence
- Punch Lists
- Close-out

Construction Observation Task Approach
The following is our typical approach to providing Inspection Services. Suggested tasks include the following:

- *Initial Project Development* – Our Project Manager will immediately become familiar with the ongoing history and project documentation to begin the project oversight. This will include the

grant requirements including timing, reporting requirements, specific scope, and documentation; property acquisition process and principals; environmental requirements; the project concepts and design development; design review process; and overall schedule, budget, budget controls, quality control process and reporting requirements.

- *Pre-Construction Meeting* – Our staff will conduct the pre-construction meeting in concert with the City Engineer. The meeting will provide an introduction of the stakeholders, a discussion of the overall intent of the project and the requirements of the contractor. It provides an opportunity for the contractor to ask questions and provide insight about any project issues.

- *Contract Administration and Project Documentation* – Immediately after the Notice to Proceed is received, we will meet with the responsible representatives of the City of Cudahy to agree on project control strategy and to define project status reporting requirement and deliverables.

- *Project Status Reporting* – Project status must be recorded and communicated in an accurate, succinct and timely manner if the decision makers are to be kept informed and the work is to be properly documented for potential future legal action, which may result from the project.

- *Shop Drawings and Submittal Reviews* – Failure of the Contractor to make submittals in a timely manner and failure of the submittal reviewer to promptly and clearly review the submittals are frequently the cause of ill-will, if not delay, on a construction project.

    - To effectively manage the submittal and shop drawing process, we create a master submittal list at the beginning of a project. After receipt of the contractor's baseline schedule, each submittal is tied to the first activity on the schedule, which is dependent on the approval of the submittal. This allows us to work with the contractor and design team to prioritize and manage the submittal process and minimize any delay to the project resulting from late submittal approval.

- *Claims Management* – DRC's approach to claims management focuses on claims avoidance during pre-construction and mitigation during construction. Claims avoidance includes identification and contract accommodation of potential changed conditions (i.e., subsurface).

Our team will also review the construction contract special provision to insure that administrative controls are included, such as timely contractor notice of changed conditions. Information required by these administrative provisions help in mitigating the impacts of unanticipated changes, and in apportioning liabilities for those impacts, which are encountered.

B. Project Contract Close-Out

Preparation for close-out will begin when the CM contract is initiated through the development and maintenance of current records and complete documentation during the life of the project. The completion of the "punch-list" and documentation of any claims and accurate work day calculations is completed. Documentation of warranty periods for various items of the work will be provided. Recommendation for retention payment will be made.

Construction Observation

Our scope of observation services are noted below and include, but are not limited to:

- Construction inspection to ensure that all projects are constructed in compliance with the plans, specifications, and other governmental standards;
- Participation in pre-construction meetings and attendance at other meetings as required;
- Preparation of detailed daily inspection reports;

- Collection of material delivery receipts and maintaining a file of materials delivered to the site;
- Monitoring project progress as related to the contractor's Construction Schedule and reporting the progress of work to the City on a weekly basis;
- Inspect traffic control in accordance with required manuals;
- Oversee best management practices, point out safety issues to the City;
- Maintaining accurate measurements and an assessment of work accomplished for the processing of payment requests;
- Development and distribution of informational flyers to residents and businesses prior to construction and at major construction milestones;
- Review of the contractor's certified payroll for labor code compliance;
- Preview of all compaction and material testing certifications for compliance and preparation of reports for submittal to the City;
- Review of qualifications of contractor-provided testing company and making recommendations to the City;
- Evaluation, recommendations, and preparation of change orders for reasonable changes in work;
- Coordination of the activities of the contractor with the agency staff, utility companies, etc.;
- Development of "Punch List" items, review of the same with city staff and the contractor; and
- Conduct walk-through with Contractor.

C. Approach to Managing Resources

Method – A scope of work will be developed and approved by the City Engineer for the Construction Management and Inspection of the Projects. The rates are based upon the attached Standard Hourly Rates and required prevailing wages and a fee established. The scope and fee will then become an approved task order request including schedule and budget.

Construction Scheduling – It is a critical element to ensure that the contractor provides a construction schedule for the work and require the contractor to resource load his baseline schedule. After the baseline schedule and resource loading are reviewed and approved, they become the basis for all subsequent earned value computations and are key to the generation of the contractor's monthly progress payment. Performance measurement analysis, invoicing, and cash flow projections all flow from the approved resource loaded schedule.

Document Control and Cost Tracking – We propose to use a computer document control system, to manage and store documents for site use. We use a number of forms developed over the years of managing projects that document the project. We use the Caltrans document central procedure.

Each month, we meet with the contractor to determine the percentage of work completed for each activity on the schedule and multiply that by its pre-approved value. This approach not only accurately reflects the total value of the work performed, but it also makes the generation and review of the monthly contractor's payment applications an objective and timely process. This approach allows us to generate early- and late-start, time-phased budget projections and track those projections against actual progress.

Initial Project Development

Item	Description	Benefit	Deliverable	Delivered By
Document Scope of Work and Processes	Written and Approved Directive	Maintains effective communications among all stakeholders, with an official record.	Approved Memorandum	Project Manager

History and Project Documentation	Maintain an Ongoing account of project from beginning to end	Becom4es an ongoing project journal and permanent record of project for potential litigation.	Journal Record	Project Manager
Documentation of Grant Submittal Requirements	Excel spreadsheet of task requirements, due dates,, submittal dates, and by whom	Ensures that submittals are approved and submitted in a timely manner.	Documents and Log.	Project Manager and City staff
Property Acquisition Documents	Track documents, process schedule and approvals of documents	Provides a permanent record and status.	Property acquisition Log and documents Escrow papers	Project Manager, R/W Representative City staff
Design Oversight	Maintain status information	Budget, schedule, and quality enhancement	Oversight activity	Project Manager
Hazardous Waste Mitigation	Document removal process by Environmental Firm	Document process, schedule and budget	Log of activity	Project Manager Construction Manager
Contractor Bid process	Oversee advertisement, bid document review, RFI process, and contractors review.	Ongoing process	Contractor approvals	Project Manager Construction Manager
Set up design review process, budget controls, QC, and reporting requirements	Distribution of requirements	Maintain schedule, budget and quality	Report and status meeting reviews	Project Manager and All

Pre-Construction Phase

Item	Description	Benefit	Deliverable	Delivered By
Constructability Review (upon request).	Become familiar with the entire bid package. Review it for "constructability" and "bid-ability".	Identification of potential construction problems before bidding. Minimizes change orders, claims, and bidding errors.	Constructability comments.	Project Manager/ Representative
Special Inspection Review	Identify special inspection items in construction documents.	Permits preparation for special inspection.	Identifies impact on project costs and time.	Project Manager/ Representative
Coordinate with utility companies (as needed).	Meet with all utility companies that will be responsible for relocating their own lines and/or equipment.	All agencies to understand their responsibilities for maintaining the project schedule.	Meeting agenda and minutes	Project Manager/ Representative

Mobilize Field Office (if directed by the City).	Share a fully equipped field office, with utilities, furniture, computers, telephones, fax, all project files, and a room for meetings.	All management functions performed at the job site, minimizing travel time.	Equipped trailer or rented office.	DRC Project Manager
Partnering (upon request).	Arrange a formal partnering meeting.	Establish project goals and a dispute resolution mechanism.	Partnering Agreement	All Team Members
Pre-Construction Conference	Arrange a Pre-Construction Meeting. Invite project stakeholders, and address all concerns. Review contract administration items.	Addresses all concerns before the start of construction to avoid conflicts after starting work.	Meeting agenda and minutes.	Project Manager/ Representative and DRC.
Permits and Easements	Assist the City in obtaining any required permits or easements.	Will allow construction to begin on schedule.	Permits and easements	Project Manager/ Representative
Pre-Award Contractor Review (upon request)	Review contractor's references and disciplinary actions	Will verify contractor's qualifications	Written report	Project Manager/ Representative
Bidders' Questions (upon request)	Log, review, and answer bidders' questions. If necessary, forward questions to Engineer./ Architect	Timely response by Design Consultant.	Addendum or letter to all bidders	Contractor-Superintendent

Construction Phase, Administration

Item	Description	Benefit	Deliverable	Delivered By
Weekly Progress and Schedule Meetings (upon request)	Conduct weekly meetings to discuss the schedule, change orders, new issues, submittal status, RFI's, safety, deficiencies, etc.	Maintains effective communications among all stakeholders, with an official record.	Meeting agenda and minutes	Sr. Construction Inspector/ Construction Inspector
Deficiency Log	Maintain a log of all items of work that do not comply with the contract documents	Will remind all parties of rejected work	Deficiency Log	Sr. Construction Inspector/ Construction Inspector

Process Submittals	Review all submittals for completeness and constructability. Track the designers' progress in reviewing and approving submittals.	Ensures that submittals are approved in a timely manner.	Submittal Approval Log.	Sr. Construction Inspector/ Construction Inspector
Track Quantities	Track quantities of completed work for payment. Track "force account" (time and materials) work.	Provides a permanent record of work in place.	List of Quantities and Force Account Records	Sr. Construction Inspector/ Construction Inspector
Process Requests for Information (RFI's)	Answer the Contractor's Requests for Information (RFI's), ensure that the designer answers design RFI's	Maintains effective communications, ensures that all questions are answered and documented	RFI Log	Sr. Construction Inspector/ Construction Inspector
Review Contract Change Orders (CCO's)	Review CCO's proposed by the Contractor. Recommend needed CCO's. Track cash flow for CCO's. Write CCO's	Ensures that only necessary CCO's are issued, eliminating unnecessary costs.	Logs of Potential and Issued CCO's	Sr. Construction Inspector/ Construction Inspector
Weekly Statement of Working Days	Issue a Weekly Statement of Working Days, showing days remaining, rain days, etc. (Also track calendar days for projects in calendar days)	Will provide an agreed upon record of contract time, eliminating disputes over working days/calendar days.	Weekly Statement of Working Days (or Calendar Days)	Sr. Construction Inspector/ Construction Inspector
Environmental Compliance	Monitor for compliance with the applicable environmental regulations and contract requirements, such as SWPPP	Ensures compliance with environmental laws and regulations	Approved SWPPP, SWPPP Inspection Reports	Sr. Construction Inspector/ Construction Inspector
Labor Compliance	Monitor for compliance with the applicable labor laws and contract requirements, such as prevailing wage requirements	Ensures compliance with labor laws.	Verified Certified Payrolls, Employee Wage Interviews	Sr. Construction Inspector/ Construction Inspector
Progress Payments	Review contractor's payment requests, verify completed quantities.	Ensures contractor is paid only for completed, acceptable work.	Certified Payment Request	Sr. Construction Inspector/ Construction Inspector

Project Documentation	Maintain a filing system for organizing and tracking all project documentation, including correspondence, submittals, progress payments, and material testing	Eases to retrieval of documents for dispute resolution.	Electronic files, project files/logs	Sr. Construction Inspector/ Construction Inspector
Project Schedule	Review the contractor's baseline, monthly, and "look-ahead" submittals. Notify all parties of deviations from the schedule.	Ensures on-time completion. Provides documentation for dispute resolution.	Progress Schedules, schedule correspondence	Sr. Construction Inspector/ Construction Inspector
Permits and easements, utility relocations (upon request)	Continuations of these pre-construction activities.	Ensures completion of these items. Promotes an on-time project completion.	Permits, easements, and relocated utilities	DRC Project Manager
Public Relations	Be available to answer questions from the public about the project. Ensure that contract requirements for public notifications are met.	Will assist the City with public relations	Answers to questions from the public	Sr. Construction Inspector/ Construction Inspector
Partnering (upon request)	Review the effectiveness of the partnering agreement.	Ensures compliance with the partnering agreement and therefore minimizes or eliminates disputes.	Weekly or Monthly reports on partnering effectiveness.	Project Manager

Construction Phase, Inspection

Item	Description	Benefit	Deliverable	Delivered By
Quality Assurance Inspection	Inspect the work to ensure compliance with the contract documents. Reject unacceptable work in writing, using the Deficiency Log. Observe the work of special inspectors when required.	Ensures that all work is in compliance with the contract and applicable Codes, with proper documentation as proof.	Daily Inspection Reports, including work in progress, weather, and labor force. Notices of Noncompliance and the Deficiency Log.	Sr. Construction Inspector/ Construction Inspector

Progress Photos	Continue taking pictures to document the contractor's progress and any problems.	Provides proper project documentation in the event of a dispute	Pictures, labeled, with a log	Sr. Construction Inspector/ Construction Inspector
Materials Testing (only if required)	Have all materials tested for compliance with the contract documents. Receive and file required Certificates of Compliance.	Ensures that materials comply with the contract.	Files of material test reports and certificates of compliance	Sr. Construction Inspector/ Construction Inspector
Public Relations	Ensure that the Contractor complies with the noise level, dust mitigation, and working hour requirements of the contract	Ensures that the project is a "good neighbor", and will minimize complaints	Documentation on working hours and noise levels	City Project Manager
Traffic Control	Inspect the Contractor's traffic control systems. Verify that they meet the requirements of the contract documents. Review detours daily, and document the detour in Daily Reports and photos.	Ensures safe traffic control in compliance with the contract documents. Provides documentation that will be needed in the event of an accident. Satisfies oversight agencies.	Daily Inspection Reports, photographs	Sr. Construction Inspector/ Construction Inspector
Pre-cover Inspection	Inspect the underground and overhead utilities with Maintenance and Service Personnel before they are covered.	Reduces maintenance service costs	Meeting Minutes and photos	Sr. Construction Inspector/ Construction Inspector

Post-Construction Phase

Item	Description	Benefit	Deliverable	Delivered By
Final Inspection	Conduct a final inspection/walk through with maintenance/ service personnel and the designer. Issue a preliminary and a final punch list, with a schedule for punch list completion. Final sign off of required permits.	Ensures that all work is in compliance with the contract, with proper documentation as proof.	Punch lists and Notice of Completion	Sr. Construction Inspector/ Construction Inspector

Notice of Completion	Assist the Jurisdiction in filing the Notice of Completion.	Establishes the lien period and payment retention period.	Notice of Completion	Project Manager
"As-built" Drawings	Review Contractor's red line drawings, submit them to the designer.	Provides documentation for changes to the plans, a permanent record.	"As-Built" red line drawings	DRC Project Manager
Final Payment Request, Certificate of Completion, Project Report	Process the contractor's final payment request, issue a Certificate of Completion, and a Project Final Report.	Provides proper documentation of project completion.	Final payment request, Certificate of Completion, Final Project Report	Sr. Construction Inspector/ Construction Inspector
Dispute Resolution (upon request)	As requested, provide assistance in resolving any outstanding disputes. This includes claims documentation, negotiations, and litigation support.	Ensures that claims are resolved quickly and fairly.	Claims briefs, negotiation and litigation/arbitration support	DRC Project Manager
Project Files	Deliver all project files including photographs.	Provides a permanent project record, electronically and in files.	Project files, including electronic files.	DRC Project Manager

E. Proposed Staffing and Project Team

DRC employs more than 50 highly experienced professionals at the City's service. The talented multidisciplinary staff includes licensed professional engineers, scientists, PhDs, technicians and support personnel. DRC's construction management specialists have knowledge of the City's construction needs and the necessary flexibility and responsiveness to provide whatever is required during the course of construction. Areas of expertise include civil, water, wastewater, and utility design, environmental compliance and engineering/remediation, and construction management.

Project Manager, Dan Garcia, PE, REA, CPP, is a senior engineer with extensive project experience in the public sector. Mr. Garcia is a senior engineer with extensive project experience in the public sector. He has served in senior public works positions with the Cities of Norwalk, Culver City, El Segundo, Solvang and Novato. Areas of project expertise include parks and land, water resources, environmental, and transportation. As an REA he is experienced in handling the toxic material that may be found in the demolition of the buildings.

Education: *MA, Public Administration, California State University, Long Beach, BS, Civil Engineering, California State University, Long Beach*
Years of Experience: *20*
Registrations: *Registered Civil Engineer 45710, California State Board; Registered Environmental Assessor 5640, Cal-EPA; Certified Permitting Professional D11308, SCAQMD*

QA/QC Manager, Mr. William "Bill" Stracker, PE, TE, is a highly experienced project manager who is very familiar with many City agencies. He has extensive experience in managing large multiphase and multidiscipline projects throughout Southern California. Bill's background includes overseeing construction observation for projects in Laguna Hills ($8 million), La Habra ($3 million), Los Alamitos ($3 million), Norwalk ($10 million), Yucca Valley ($2 million), the Port of Los Angeles ($150 million) and other Southern California agencies. Bill has served on the parks and planning commissions of the City of Tustin and in the roles of contract City Engineer and CIP Program Manager. He has also been a contract municipal Traffic engineer and redevelopment engineer.

Education: *BS, Civil Engineering, California State University, Long Beach, CA*
Years of Experience: *30+*
Registrations: *Civil Engineer: CA, No. 25082, Traffic Engineer: CA, No. 985*

Construction Manager, Neal Clifton has more than 25 years of construction management and project management experience.

Senior Construction Inspector, Ramiro Herrera has more than 20 years of construction management involving the City of Irvine Heritage Park Pool project. Responsible for pre-construction services involving project costs estimation, bid documents preparation and on-site daily CM tasks for Phase I (demolition and rough grading package) in preparation for the construction of the Phase II $15 million Heritage Park aquatic complex. For the City of Commerce $45 million Rosewood Park improvement project he provided cost estimation at each phase of architectural design. The scope of work an existing City Hall and Park Complex on a 17-acre site.

Education: *BS, Building Construction, Texas A&M University, College of Architecture*
Years of Experience: *20+*

Senior Construction Inspector, Joseph Apohen, Jr. is a Construction Management professional with over 29 years of experience in construction inspection including grading, drainage, trees and landscape, irrigation and turf maintenance. A recent project was the ***City of Norwalk's Vista Verde Park Office Building and Restroom Replacement.*** He ensured safety compliance with the contract documents, including submittals, the successful grading and construction of this restroom facility and office building.

The project also included demolition of existing facility, reinforced concrete and masonry construction, plumbing, electrical, irrigation system, roofing, glazing, and the application of "vitrucem" for anti-graffiti.

Education: *BA, Urban Studies, California State University, Los Angeles*
Years of Experience: *29+*

Jim Pickel, ASLA (MIG)

Jim Pickel has over 31 years of experience in park and recreation planning, park design, landscape architecture, and urban design. He has completed a wide range of projects including park and recreation master plans, sports complexes, streetscapes, and commercial, industrial and residential developments. He has extensive experience in project management, site design and analysis, plan check review, public meeting facilitation, construction documentation, and construction administration.

Education: *Bachelor of Science, Landscape Architecture, California State Polytechnic University, Pomona*
Years Experience: *31*
Registration: *Registered Landscape Architect: California #4385, Texas #2171*

Neil Clifton

Mr. Clifton is an expert in the disciplines of planning, design, value engineering, estimating, constructability reviews, and estimating and constructing facilities. He has more than nine years of experience in the hard bid estimating of construction projects for a large industrial contractor. For 21 years, He served on the staff of a public agency. His duties included managing regional water programs and planning, managing, designing, value engineering and constructing water, wastewater and bio-solids facilities.

Education: *Bachelor of Science, Civil Engineering, California State University, Chico*
Years Experience: *30+*
Registration: *Registered Professional California Civil Engineer (RCE No. C045576)*

Robert Glessner, AICP

Mr. Glessner brings strong expertise in project management, consulting and city planning. Mr. Glessner has served as a project manager, deputy project manager and task lead for iconic and multi-discipline project teams on projects with contract values from $43,000 to $12 million. He provides advisory and strategic planning services to a broad clientele, including city agencies, private developers, consultants, non-profits, logistics and software companies. As a city planner, he effectively processed development applications and advanced planning tasks through regulatory programs, such as the California Environmental Quality Act (CEQA).

Education: *BS, Urban and Regional Planning, California Polytechnic University Pomona*
Years Experience: *30+*
Certification: *AICP*

F. Other Information

Education, experience, applicable professional credentials of project staff that will be assigned to City: This information is located in the bios and individual resumes in the previous section. To make efficient use of space, this information was not included in this section.

Project Team Matrix

Key Personnel	Current Location	Proposed Position	Current Assignment	Level of Commitment (Percentage of Time Allocated to Project)	Years with Firm
Dan Garcia, PE, REA, CPP	Los Angeles	Project Manager	Project Manager, Various Projects	60%	1
Bill Stracker, PE, TE	Los Angeles	QA/QC	Senior Project Manager, Various Projects	20%	6
Larry Davis, PE	Los Angeles	Principal in Charge	Board Member	10%	1
Neil Clifton, PE	Los Angeles	Construction Management	Inspection Projects	100%	1
Joseph Apohen	Los Angeles	Construction Inspection	Inspection Projects	100%	<1
Ramiro Herrera	Los Angeles	Construction Inspection	Inspection Projects	100%	<1
Robert Glessner, AICP	Los Angeles	Planning / Environmental	Planning Projects	10%	1
Jim Pickel, ASLA (MIG)	Los Angeles	Landscape Architecture	Landscape Architecture, Various Projects	10%	29
Darren Rector, RLA (MIG)	Los Angeles	Landscape Architecture	Landscape Architecture, Various Projects	10%	7

Statement from DR Consultants:
Key DRC personnel assigned to this project will be available for the duration of the scope of service. We acknowledge that no person designated as key personnel shall be removed or replaced without prior written notification to the City.

G. Insurance

As requested in the RFP, DRC has inserted a copy of its insurance coverage documentation in this section.

OP ID: SL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/14/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ACEC/MARSH 701 Market St., Sta. 1100 St. Louis, MO 63101 Jeff B. Connelly 800-338-1391 888-621-3173	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: DRCO-01
INSURED D R Consultants & Designers, Inc. 725 S. Figueroa St., Sta. 3320 Los Angeles, CA 90017	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: Hartford Insurance Company 22357 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			84SBWVK9980 PROFESSIONAL LIAB EXCL	03/01/13	03/01/14	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			84SBWVK9980	03/01/13	03/01/14	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $ 10,000			84SBWVK9980	03/01/13	03/01/14	EACH OCCURRENCE AGGREGATE	$ 9,000,000 $ 9,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		84WEGBN9286	03/01/13	03/01/14	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

WELLS-8

For Proposal Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeff Connelly

© 1988-2009 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Client#: 10180 DRCONDESI

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/07/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates 199 S Los Robles #540 Pasadena, CA 91101 626-844-3070	CONTACT NAME: Marie Swaney PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: mswaney@insdra.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Travelers Casualty & Surety Co. — 31194
INSURED DR Consultants & Designers, Inc. 725 South Figueroa Street, Suite 3320 Los Angeles, CA 90017 213-687-1130	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ ☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab			105850909	11/12/2013	11/12/2014	$1,000,000 per claim	
	Claims Made Form						$2,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Cancellation Notice: 30 day/10 day for non-pay of premium will be mailed to the certificate holder.

Proof of coverage

CERTIFICATE HOLDER	CANCELLATION
For Proposal Purposes only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Marie Swaney

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

MGS

H. Fee

D R CONSULTANTS & DESIGNERS, INC.

2014 Office Overhead Rates

Standard Charges for Professional Services

Principal in Charge	$ 231
Project Lead Engineer	$ 192
Sr. Project Manager	$ 203
QA/QC	$ 167
QA Rep	$ 145
Project Manager	$ 188
Project Manager Admin	$ 185
Project Engineer	$ 160
Project Designer	$ 115
Building Official	$ 160
Sr. Architect	$ 160
GIS System Architect	$ 160
Architect	$ 139
Principal Civil Engineer	$ 175
Sr. Civil Engineer	$ 170
Civil Engineer	$ 162
City Engineer	$ 165
Principal Structural Engineer	$ 175
Sr. Structural Engineer	$ 168
Structural Engineer	$ 149
Sr. Hydrologic Eng	$ 165
Hydrologic Eng	$ 152
Sr. Geotechnical Engineer	$ 165
Geotechnical Engineer	$ 150
Sr. Project Engineer	$ 165
Principal Environmental Engineer	$ 165
Sr. Mechanical Engineer	$ 155
Mechanical Engineer	$ 145
Sr. Principal Electrical Engineer	$ 195
Sr. Electrical Engineer	$ 178
Electrical Engineer	$ 145
Sr. Geologist	$ 157
Geologist	$ 145
Facilitator	$ 165
Instrumentation & Control	$ 209
Planner	$ 132
GIS Analyst	$ 135
Cost /Scheduling Engineer	$ 140
Computer Programmer	$ 117
CADD Operator	$ 94
CADD Technician	$ 109
Engineering/ CADD Designer	$ 129
Engineering Technician	$ 98
Sr. Economist	$ 178
Economist	$ 150
Cost Estimator	$ 150
Specification Writer	$ 102
Other Specialists/Administrators	$ 150
Sr. Engineer Designer	$ 135
Sr. Construction Manager	$ 167
Resident Engineers	$ 155
Sr. Construction Inspector	$ 132
Construction Inspector	$ 116
Word Processor/Admin Support	$ 75
Sr. Project Control	$ 125
Sr. Accountant/Contract Administration	$ 130
Database Coordinator	$ 73
Expert Witness	$ 300

Note: Rates listed for the 2014 Calendar Year.

Escalation @ 5% per year

Photo Copies (B & W)		$ 0.10 EA
Color Copies (up to 8.5"x11")		$ 1.00 EA
Color Copies (to 11"x17")		$ 1.75 EA
CADD Print (B & W, 11"x17")		$ 0.50 EA
CADD Print (B & W, 24"x36")		$ 2.00 EA
CADD Print (Color, 24"x36")		$ 6.00 EA
Mileage		$ 0.565 EA
Other Direct Costs are marked up by 5%		

SUBCONSULTANT RATES - MG, INC.	
Labor Description	Hourly Rate
Principal	$175
Senior Project Manager	$140
Project Associate	$90
Clerical and Word Processing Staff	$60

D R CONSULTANTS & DESIGNERS, INC.

2014 Field Overhead Rates

Standard Charges for Professional Services

Principal In Charge	$	217
Project Lead Engineer	$	199
Sr. Project Manager	$	184
CADD	$	170
QA Rep	$	138
Project Manager	$	193
Project Manager Admin	$	155
Project Engineer	$	141
Project Designer	$	103
Building Official	$	141
Sr. Architect	$	150
CAD System Architect	$	141
Architect	$	126
Principal Civil Engineer	$	184
Sr. Civil Engineer	$	169
Civil Engineer	$	148
City Engineer	$	156
Principal Structural Engineer	$	184
Sr. Structural Engineer	$	159
Structural Engineer	$	140
Sr. Hydrologic Engineer	$	155
Hydrologic Eng	$	143
Hydrologist	$	139
Sr. Hydrogeologist	$	159
Hydraulic Engineer	$	143
Sr. Geotechnical Engineer	$	163
Geotechnical Engineer	$	141
Sr. Project Engineer	$	155
Principal Environmental Engineer	$	155
Sr. Mechanical Engineer	$	155
Mechanical Engineer	$	139
Sr. Principal Electrical Engineer	$	180
Sr. Electrical Engineer	$	167
Electrical Engineer	$	139
Sr. Geologist	$	147
Geologist	$	139
Facilitator	$	174
Instrumentation & Control	$	184
Planner	$	134
GIS Analyst	$	127
Cost /Scheduling Engineer	$	139
Computer Programmer	$	119
CADD Operator	$	96
CADD Technician	$	101
Engineering/ CADD Designer	$	121
Engineering Technician	$	97
Sr. Economist	$	163
Economist	$	141
Cost Estimator	$	141
Specification Writer	$	98
Other Specialists/Administrators	$	123
Sr. Engineer Designer	$	127
Sr. Construction Manager	$	178
Resident Engineers	$	169
Sr. Construction Inspector	$	124
Construction Inspector	$	109
Word Processor/Admin Support	$	70
Sr. Project Control	$	119
Sr. Accountant/Contract Administration	$	122
Database Coordinator	$	99
Expert Witness	$	262

Note: Rates listed for the 2013 Calendar Year.

Escalation @ 3% per year

		EA
Photo Copies (8.5 W)	$	0.10 EA
Color Copying (up to 8.5"x11")	$	1.00 EA
Color Copies (up 11"x17")	$	1.75 EA
CADD Print (@ 0 W, 11"x17")	$	0.50 EA
CADD Print (@ 0 W, 24"x36")	$	2.00 EA
CADD Print (Color, 24"x36")	$	8.00 EA
Mileage	$	0.565 EA
Other Direct Costs are marked up by 5%		

CLARA PARK EXPANSION PROJECT

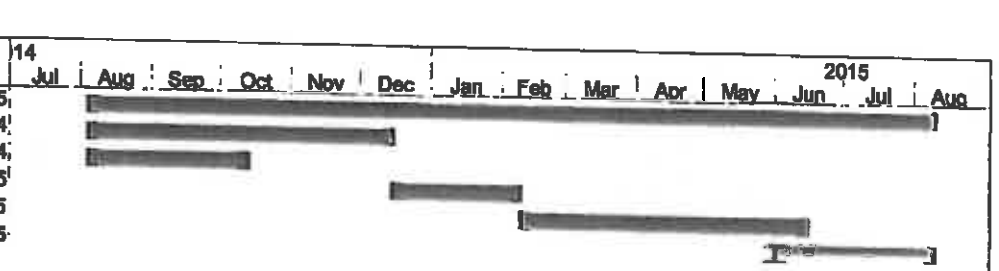
City of Cudahy

TASK NO	DESCRIPTION	QA/QC	PM	CM	CI	Cost Est	SUB	EXP	FEE
	Combined Hourly Rate	$ 187.00	$ 182.00	$ 188.00	$ 124.00	$ 121.00			
1.0	Initial Project Development	16	80	200		16	$ 3,000	$ 500.00	$ 56,588.00
									$ -
2.0	Pre-Construction	8	40	328		16	$ 2,500	$ 100.00	$ 68,416.00
									$ -
3.0	Construction -Admin	8	60	364	8			$ 500.00	$ 75,060.00
									$ -
4.0	Construction - Inspection		8	364	550		$ 10,000	$ 2,000.00	$ 142,808.00
									$ -
5.0	Post Construction		80	300	40				$ 66,280.00
									$ -
									$ -
									$ -
									$ -
									$ -
									$ -
	HOURS	32	248	1556	598	32		3100	2466
	Total Fee	$ 5,984.00	$ 45,136.00	$ 261,408.00	$74,152.00	$ 3,872.00	$ 15,500.00	$ 2,600.00	$ 408,852.00

PM=Project Manager
CM=Construction Manager
CI=Construction Inspector
Cost Est=Estimator

I. Compensation Plan

ID	Task Name	Duration	Start	Finish
1	PROJECT MANAGEMENT	266 days	Mon 8/4/14	Mon 8/10/15
2	PROJECT DEVELOPMENT	96 days	Mon 8/4/14	Mon 12/15/14
3	Property Acquisition	51 days	Mon 8/4/14	Mon 10/13/14
4	PRE-CONSTRUCTION PHASE	41 days	Mon 12/15/14	Mon 2/9/15
5	CONSTRUCTION PHASE	91 days	Mon 2/9/15	Mon 6/15/15
6	POST CONSTRUCTION	51 days	Mon 6/1/15	Mon 8/10/15
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				



PROJECT MANAGEMENT SERVICES
Clara Park Expansion Project

Task		Inactive Summary	
Split		Manual Task	
Milestone		Duration-only	
Summary		Manual Summary Rollup	
Project Summary		Manual Summary	
External Tasks		Start-only	
External Milestone		Finish-only	
Inactive Task		Progress	
Inactive Task		Deadline	
Inactive Milestone			

J. Quality Control

Quality Control/Quality Assurance
An important element of a successful project is the quality assurance process used in managing the project. Our team's QA procedures are set forth in our company's Quality Assurance Policy Manual. Every project is conducted in accordance with a QA plan, which specifies quality control (QC) procedures appropriate for the specific project. Because the types of project to be undertaken under this contract are likely to be varied in type, size, and complexity, a rigid set of procedures would be counter-productive. Therefore our team will develop a project-specific QA/QC plan for each task assignment. The West Basin will realize the following significant benefits of using our QA/QC approach:

- ✓ Clear definition of project requirements
- ✓ Early Anticipation of key decision
- ✓ Emphasis on work planning
- ✓ Consistency of Deliverables

We will take the following steps to ensure an effective QA/QC Plan and Implementation:

- ➢ Developing a written QA plan describing what is to be done and by whom.
- ➢ Implementing the QA plan
- ➢ Auditing the implementation and results of the plan
- ➢ Following up to ensure any corrective action taken is effective.

Quality Assurance

Quality assurance activities are those actions that are planned prior to the implementation of a project management program to ensure the quality of the work product. The discussion that follows addresses those elements that the DRC Team has found to be important as part of the continuing efforts to provide the quality work products those clients have the right to expect. The quality assurance management program will be applied to all of the work that will be performed by the Team for the City, including the work performed by the subcontractors.

Quality Control Work Plan - At the initiation of work for the City, the Team will follow the our existing Quality Control Work Plan to address the action items that will be integrated into the tasks that will be associated with the services that are to be performed for the City. The elements of the Quality Control Work Plan will include the following:

- Management organization and responsibilities
- Selection, instruction, and maintenance of facilities, equipment, and services
- Qualifications and training of technical personnel
- Data acquisition and management
- Design, construction, and document control operation of engineered systems
- Audits

- Corrective action
- Assessment of quality assurance program and reports to management

Since the implementation of the Quality Control Work Plan will be a part of all of the work to be performed, the key management and staff of the DRC Team will be included in the review of the plan and their responsibilities for its implementation. In addition, all project assignments will include the implementation of the plan.

Some of the elements of the Quality Control Work Plan are so important as to warrant special attention in this Work Plan. Therefore, the sections that follow describe these elements and their implementation.

Data Quality Objectives -Data quality objectives (DQO) are qualities and quantitative statements of the type of data needed to support a decision based on the level of uncertainty that a decision maker is willing to accept and the resources available. Such objectives will be developed for field investigative programs as part of the preparation of the WBS.

Software Validation -Technical and technical-support programs procured from external sources or internally developed for practice applications will be documented and verified. One-time project programs need not conform to registration and documentation requirements but shall conform with the program verification process and peer review prescribed herein.

For internally developed programs, the algorithms and methodology used for computations shall be clearly described and will be subject to peer review by a qualified professional knowledgeable in the technology incorporated. All internally developed programs will go through a verification process before first-time application on projects. As part of this process, closed-form solutions from reputable published sources and/or substantiated hand calculations will be replicated, to the satisfaction of the peer reviewer(s). Solutions from another computer program may also be used for verification provided the program is itself verified and well established in the profession. All program options will be verified.

Design and Construction - At the initiation of a project, the DRC Team Program Manager in consultation with the Quality Control Manager will decide whether the anticipated documents will qualify for quality control review as design or construction documents. If the documents are eligible, they will be prepared under the supervision of a highly educated and skilled professional engineer duly registered in California and with appropriate competency in the area being supervised. In addition, the documents will be subject to normal peer review from the planning and conceptual stage, through, but not limited to, document review, preliminary design, geotechnical investigations, Topographic Survey, if required, and throughout the 30, 60 90, 100 percent, final design and close out phases of each project.

Quality Control

Quality assurance is the actions that are taken to demonstrate that quality control has been performed. The Team will implement the rigorous and time-tested quality control actions of its subcontractors that include the following elements.

Peer Review -All work products and deliverables that will be prepared by the DRC Team will receive peer review from an individual or team that have met the requirements of experience and ability to perform such review in the fields of expertise. The objective of this action is to assure that the following elements have been addressed:

- Scope of work (WBS)
- Application of government regulations
- Data collection and validation
- Laboratory testing/analysis procedures and lab certification
- Checking" of graphs, calculations, and drawings
- Computer codes or calculations independently checked
- Project criteria, approach, and assumptions
- Organization, completeness, and clarity of documents
- Applicable supporting files are complete
- Report specifications and drawings agree and are complete
- Opinions, conclusions, and recommendations are supported
- Risks and limitations are identified and stated

This review will be documented using a form designed specifically for this purpose and will be maintained in the project file as a demonstration of the quality control and quality assurance efforts.

Data Review -Data that are developed as part of field, laboratory, or calculation work will be subject to review to evaluate their conformance to the DQOs and their representativeness of the conditions from which they were developed. Data that is a result of computer calculations will also be subject to review to demonstrate that they are in conformance with the expected results from the validated software.

Design Review and Approval -Only selected individuals will be authorized by the DRC Team to review and approve project plans, specifications, and construction documents. These individuals will be considered key personnel and will be proposed to the City for approval as a part of the project teams. Only those individuals that have been selected by the DRC Team and approved by the City will be authorized to apply their Professional Engineer's stamp to documents requiring such review and approval

Construction Services - It is expected that projects for the City may involve field construction services by the DRC Team. Only those individuals that have been trained in these activities and are expressly approved by the Team Program Manager and the Quality Assurance Manager will be authorized to provide these services. In addition, field logs for construction services will be peer relieved as to content and representation of the conditions observed or noted.

Quality Reports -Periodically the Quality Assurance Manager will select and review the quality control documents for a project and will discuss them with the Work Order Task Manager and peer reviewer. Based on the review and discussions, the Quality Assurance Manager will prepare a report evaluating the consistency of the documentation with the project results, the Quality Assurance Project Plan and this Quality Assurance program. The report will be submitted to the DRC Team Program Manager. The report will also be made available to the City upon its request. This will be performed at no direct cost to the City.

Quality Satisfaction Assessment - Periodically the DRC Team Program Manager will select a project that has been performed or is in progress and review the level of satisfaction of the City staff and management with the performance on the project, the quality of the work product or deliverables, and the

timeliness of meeting the schedule. The results of the review will be provided to the City upon request. If the results of the Quality Satisfaction Assessment are other than favorable, the DRC Team Program Manager will request a review of the results with the City and will take the appropriate action to correct the situation. This will be performed at no direct cost to the City.

Health and Safety

Health and safety is an important issue to The DRC Team. All of our staff were trained in health and safety and subjected to medical monitoring even before it was required by Occupational Safety and Health regulations. This commitment will continue with the presentation of training programs developed for both program and project health and safety plans as describe below.

Health and Safety Training - All the DRC Team employees and subcontractors that are assigned to the City projects will be required to have completed the appropriate level of training for their responsibilities. The training will include the applicable regulatory required training as well as those special requirements of the City as documented in the City's Health and Safety Program.

Program Health and Safety Plan - Upon the initiation of work for the City, the DRC Team will prepare a Program Health and Safety Plan that will address the overview and commitment to health and safety as well as the programmatic issues for the implementation of the plan. Since the implementation of the Program Health and Safety Plan will be a part of all of the work to be performed, the key management and staff of the Team will be included in the review of the plan and their responsibilities for its implementation. In addition, all project assignments will include the implementation of the plan.

Project Health and Safety Plan – A Project Specific Health and Safety Plan will be developed for every project that involves fieldwork or is otherwise required to be prepared by the Program Health and Safety Plan or the applicable regulations. The plan will include the specific procedure to be implemented and the records that are to be maintained to demonstrate the implementation of the plan.

Health and Safety Review (Audit) -Periodically, the Program Health and Safety Officer (a key employee to be approved by the City) will conduct a review of an on going project for consonance with the Program Health and Safety Plan, the Project Health and Safety Plan, and the applicable regulatory requirements. The results of the review will be submitted to the DRC Team Program Manager and the Work Order Task Manager and will be made available to the City.

Accident Reporting -All accidents involving employees of the Team or its subcontractors will be investigated and reported to the DRC Team Project Manager, the City, the appropriate Worker's Compensation carrier, and the regulatory agency as appropriate. The investigation will be conducted by our team's expert Health and Safety Officer and will be coordinated with the City or subcontractor's investigations as appropriate.

Coordination with the City's Programs -The DRC Team will coordinate all health and safety activities with the City's program and staff requirements.

California Development Group

CDG

City of Cudahy Project Management Services RFP

July 11, 2014

California Development Group

CDG

Office of the City Clerk
City of Cudahy
5220 Santa Ana Street
Cudahy, CA 90201

July 7, 2014

RE: PROJECT MANAGEMENT STATEMENT OF QUALIFICATIONS & PROPOSAL

Dear Mr. Allen,

California Development Group is pleased to submit the following Statement of Qualifications to the City of Cudahy for consulting in the area of project management services for the Clara Park Expansion Phase III Project. The proposed scope of work will comprise project management services for the real property acquisition of parcel 1G located at 4840-44 Clara Street to develop as part of the project .45 acres of parkland. Our team approach and fluid organization allows us to be fully prepared and capable of managing the full range of activities that will be a part of the project management and construction process. We are confident that our breadth of experience in project and construction management matches the scope of work delineated in this proposal and we are prepared to render services that will meet or surpass your established baseline criteria.

The following project management work has been outlined to give the City of Cudahy a general idea of what tasks CDG will perform during the acquisition and construction process for the Clara Park Expansion. The breakdown includes but is not limited to the brief descriptions given below:

Project Deliverables:

- Create a site profile that includes all pertinent information to the property in question.
- Gather components needed for due diligence and constructability value engineering.
- Work with Landscape Architects and Engineers to finalize site plan, floor plan, elevations, etc.
- Create staff reports or other documents as needed.
- Construction coordination and submittals

- Schedule meetings with city staff.
- Ongoing liaison between city and subcontractors
- Bid submittals, RFI communication and change order logs
- Cal OSHA compliance and safety meetings
- Schedule and attend public hearings.
- Evaluate any contractor claims and coordinate closeout protocol
- Public permitting Process (if applicable)

We believe that our proposal is unique and provides a specialty niche that California Development Group has serviced over the past five years. If you have any further question on this matter, please do not hesitate to call me directly at (213) 700-2396.

Sincerely,

Carlos Vasquez
Principal

California Development Group

CDG

City of Cudahy Project Management Services RFP

July 11, 2014

California Development Group

CDG

VI: Proposal Content

A. General Overview

a & b. Principal Officers:

Carlos Vazquez, J.D.

Address: 137 S. Clarence Street, Los Angeles, CA 90033

Phone: 213-700-2396

Fax: 213-986-3134

E-mail: carlos@vcarealty.net or

Enrique Aranda, M.B.A., C.C.M.

Address: Same

Phone: 310-404-9848

Fax: Same

E-mail: **aranda2001@aol.com**

c. Legal Status

General Partnership since 2013.

d. Copies of all financial documents are forthcoming to municipality prior to execution of contracts.

California Development Group

CDG

EXPERIENCE INNOVATION DEDICATION.

C.

We are an organization that strives to provide an incomparable level of attention and service to our clients. We implement an exceptional level of cooperation and determination among our staff that translates into more efficient and productive employees. It is our stern belief that by offering key employees a stake in the company, we maximize productivity. We strive to attract the best minds and hardest workers in the construction management industry - individuals whose commitment to clients and capabilities are proven through years of experience. We are also comprised of an energetic, entry-level staff, who are trained on our company's systems, procedures, philosophy, and ideals.

CDG provides exceptional management services to our clients regardless of scope or size. We develop and implement innovative programs in construction and technical service delivery systems and create effective working relationships with outside professionals to enhance the success of each project. We apply state-of-the-art technologies and are dedicated to staying at the forefront of new applications for systems and products.

The real asset of a company is its intellectual capital. An organization's ability to generate ideas and devise products and services are what keeps it on the cutting edge. As delivery methods in the industry change, advancement is central to the way we think - on both professional and personal levels. This focus motivates employees to strive for growth not only in their business relationships, but their personal ones as well. Our goal is to forge a quality company for the future of CDG. We are committed to providing our clients with premiere management services, awareness, and research for their needs, objectives, and expectations - supplying innovative suggestions each step of the way. We strive to continuously expand our forward- thinking approach, assuring that our projects, staff, and services are unsurpassed in our industry.

California Development Group

Scope of Services:

Construction Management/Project Management, Real estate project entitlements and zoning, pre-development analysis, regulatory compliance, project labor agreement implementation and monitoring, community and government relations.

Technical Services

Our Team is proud of its success and reputation for consistently delivering projects of the highest quality, on time and within Client's guidelines.

- Establish & maintain Master Progress Schedule.
- Maintain Owner, Architect, Subcontractor & Vendor relations
- Prepare Budget and Financial Reporting.
- Maintain General Contract and Subcontract Documents.
- Maintain Quality Assurance and Control.
- Establish & monitor administrative procedures for the project.
- Keep informed on requirements for Insurance, Safety, Labor Relations, Employee
- Relations, maintain EEO compliances, etc.
- Assure applications for payment and collection are properly disbursed.
- Keep management informed on progress of project and budget.
- Perform other duties and take on other responsibilities as required.
- Lead competitive bid teams,coordinate pre-construction for projects.

The Team Approach

In providing Cost Management services, our team seeks to participate as a full member with our Client and Consultants teams. Each of the principal Team members brings specific expertise to the program. Through the interface of the team and integration of their capabilities, program objectives are realized.

California Development Group

Conceptual Estimate

Our main focus at this time will be to prepare a conceptual estimate based on programming documents and defined assumptions mutually agreed to by the owner and the design team. We have developed a unique approach to provide and present our estimates.

Our Team provides a factual account of the project status, presenting meaningful information to allow Team Members to make timely decisions. Furthermore, as each document is produced in the different phases of the design and construction document process, a library of information is created, taking into consideration key decisions and value added options. During the early schematic phase, we will work closely with the owner and the architect in providing cost data for all alternative configuration schemes, and will form the basis for the project budget. During the early phases of the project, while the greatest number of options are open, decisions can be made which have the greatest impact on the final project costs.

D.

Proactive Scheduling:

Achieving predictable project outcomes is a process that depends on current and accurate information, communication and teamwork. At CDG, we strive to great lengths to produce and initial target schedule incorporating requirements from all parties including: owners, designers, contractors, suppliers and end users. This establishes the baseline schedule that serves as a measuring point for the entire project.

By focusing on the initial scheduling plan we have essentially minimized the potential problems that will slow down the project.

We use Primavera and Microsoft project, the most comprehensive scheduling programs available, as our scheduling software.

The Project Team will review the 14 day look-ahead schedules weekly during the subcontractor's and owner's coordination meetings. The schedule will be used as a tool to discuss deliveries and installation sequences. Any problems or issues will be addressed accordingly and the schedule will be adjusted to reflect the changes, if necessary.

The Project Team will update the Current Schedule and review it against the baseline schedule to identify potential conflicts or impacts due to the latest adjustments. The schedule will then be discussed with the Owner and Subcontractors in order to review possible solutions to minimizing impacts and methods of taking proactive steps necessary to ensure that the project will be delivered on time and on budget.

Comprehensive Safety Program

CDG will review the safety program developed by each subcontractor and will prepare and submit to the owner (City) a recommended comprehensive Safety Program, which complies with the requirements of Occupational Safety and Health (OSHA), as amended. During construction, our team will monitor compliance by each subcontractor with its contractual safety requirements, and in collaboration with the project personnel charged with monitoring fire and safety regulations, will correct any deficiencies.

Labor and Community Relations

CDG will make recommendations, as necessary, for the development and administration of an effective labor and community relations program for the project and for avoidance of labor disputes during construction.

Safety Program & Quality Control Checklist

SAFETY – Safety is an integral part of our corporate culture—CDG has assembled a detailed safety program to ensure thorough direction for the duration of the project. Elements of the program include:

- Safety Policy
- Incident Investigation Program
- Safety Meeting Program
- Statistical Injury and Illness Data
- Safety Training Program and Records
- Disciplinary Procedures

California Development Group

- Safety Inspection Program

Roof Access Sign-In Sheet

Our adoption of Roof Access controls is another direct result of past experience. No subcontractor is permitted access to the roof of any CDG jobsite project without first attending a "toolbox" safety talk and then filling out the Roof Access Sign-In Sheet.

Job Orientation Meeting

Safety is the key point made at the first orientation meeting at the project site before construction begins at each job. The CDG Senior Project Manager and Superintendent run this orientation meeting. The safety points covered at the initial project orientation meeting include distribution and discussion of the following documents:

• Medical Care Access Map that describes the nearest hospital and how to contact emergency first responders in the event of an emergency.

• Job Site Map describing lay-down, staging areas, and emergency access.

CDG Construction Rules and Regulations. These are also posted at each jobsite.

• Contractor's Environment, Health and Safety (EHS Handbook. This three-ring bound document is provided to the foreman of each trade and contains our expectations for site conduct and the safety required of each subcontractor on the job.

• Group viewing of the Orientation video, "Safety It's Up to Me". This sets the tone among the trades that CDG requires a safe jobsite.

• Review of any special job-site controls including Daily Roof Access sign-in sheet or Trenching Safety Checklist if this work will occur.

Safety Program & Quality Control Checklist□

Superintendent's Handbook

The Superintendent's Handbook is the backbone Policy and Procedure manual for CDG project managers. It provides each document, form, and policy that the operations staff use to execute the construction of a project at CDG and it establishes the paramount

California Development Group

importance of safety for CDG job sites. The Superintendent's Handbook contains a series of essential safety documents. Among these are:

- The Injury, Illness, Prevention Plan (IIPP) Handbook is a 160-page document , which provides the guide to safety protocol at CDG.
- The Safety Toolbox and Tailgate Meeting Checklist is used as the agenda for regularly scheduled jobsite safety meetings conducted by the CDG superintendent or project manger with subcontractors in attendance.
- The Code of Safe Practices is used to support the Safety Toolbox and Tailgate Meetings and provides a concise guide to jobsite safety including roof safety.
- The Monthly Safety Meeting Report is used by site superintendents to document the job site safety record for the past 30 days.
- CDG Daily Reports document the daily progress and events at each jobsite. Quality Assurance, The approach of CDG Construction Management Services, Inc. towards quality assurance begins with the understanding that excellence in quality can only be achieved with diligent efforts through the entire construction process. Quality assurance cannot be limited to on site review of installations; rather, it is a systematic approach of review beginning with design, programming, administration, construction, and project closeout. The intent is to maximize quality by way of careful attention to the usage of materials, design, and construction procedures.

Quality Assurance Plan

The definition of quality goes beyond merely conforming to technical requirements and catching errors/oversights; it is a commitment to preventing substandard completed products and diligent pursuit of excellence in every facet of the project. Outlined below are the assets that our team brings to the quality assurance process:

• A well-trained and well-coordinated construction team.

• A team of design and technical consultants • A system of checks to evaluate various building systems, construction methodologies • Development of a unique project specific plan corresponding to the needs of the Owner.

California Development Group

Quality Control

Achieving superior quality begins with an experienced committed staff, well drafted assurance plan, and diligence in plan implementation.

- A spirited team devoted to the successful completion of the project with the goal of exceeding the City or owners' expectations.

- A dedication to maintain continuous communication with our clients, focusing on important design, costs, schedule and construction issues to ensure both technical accuracy and timely delivery.

- Early cost analysis as part of the overall design process and the systematic preparation of highly accurate set of construction documents.

- Application of quality considerations, budget constraints and value decisions to design elements and building systems to foster a positive decision-making base for project design.

California Development Group

CDG

Proposal Cost Sheet-Personnel

- **Principal/Managing Partner= $150 hourly**
- **Principal/Senior Project Manager= $135 Hourly**
- **Superintendent= $97 Hourly**
- **Project Manager/Safety Officer= $82 Hourly**

DO NOT EXCEED AMOUNT: $ 49, 732

Sincerely,

Accepted by:

California Development Group

Carlos Vasquez
Date: 2/10/14
Principal

Accepted by:
City of Cudahy

_____

Michael Allen

Date:

City Manager's Office

California Development Group

CDG

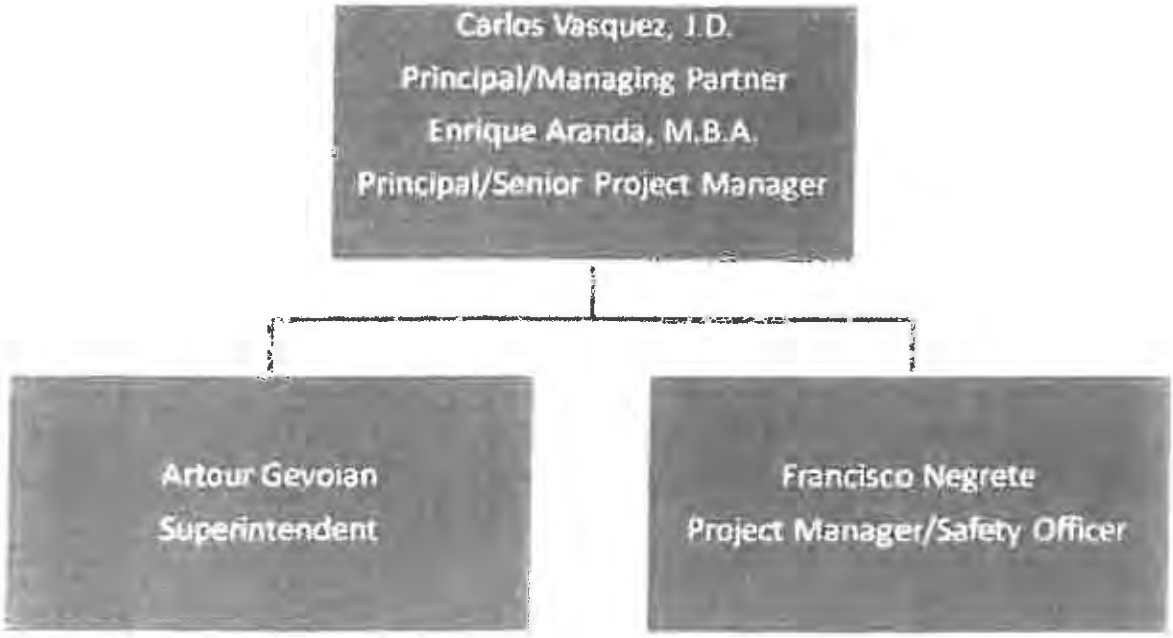
Insurance Certificates:

Copies of all insurance certificates are forthcoming to municipality prior to execution of contracts.

B.

California Development Group

Organizational Chart:



CARLOS E. VASQUEZ, J.D.
carlos@vcarealty.net
213-700-2396

PROFESSIONAL EXPERIENCE

California Development Group (CDG) Principal/Managing Partner, as minority owned company CDG is a construction management/project management company that provides technical assistance in the areas of government relations, procurement, marketing and business development. CDG is blending capacities to create a vehicle for institutional building.

CEO & Broker, VCA Realty & Property Services,
a minority owned Real Estate Company. Specialize in assisting non-profit organizations and for-profit developers with the acquisition of vacant land and building for new construction and/or rehabilitation. VCA Realty has assisted various developers throughout the State of California acquire land, apartment building for in place rehabilitations, HUD/HAP buildings and lots for small lot subdivisions. VCA Realty Residential Component also works closely with various non-profit agencies to educate them how staff and/or their clients qualify for soft second loans and foreclosed properties.

Six years, Associate Director of Homeboy Industries, assisted in planning, supervising, and running various projects, such as job development, job training and case management for gang members and high-risk youth throughout the County of Los Angeles.

Community Affiliations

2002-Present, Board of Director for Homeboy Industries, participate in strategic planning and bringing financial resources to Homeboy Industries programs targeting young men and women looking for alternatives to gang life.

2008-Present, Board of Directors for Plaza Community Services, assist Plaza Community Services with strategic planning and obtaining financial resources for their child development, mental health, and drug & alcohol programs.

2009-Present, City of Los Angeles President Pecan Park Recreation Center Park Advisory Committee, in charge of bringing resources to the park and corporate sponsors to subsidies the fees and equipment that the city cannot afford to cover. Also, lead the committee to ensure the park received monies to get solar lighting and the LA Dodgers to pay for the solar score board.

1999-2009, Co-Organizer for the David Isiah 3on3 Basketball Tournament, Organized annual basketball tournament for young men and women throughout the
County of Los Angeles. Over 60 teams participate each year free of charge.

Education

Juris Doctorate, 2003, Abraham Lincoln School of Law and University of La Verne School of Law

Bachelor of Arts, 1995, Adams State College, Alamosa, CO. Played Division 2 basketball for the college on a scholarship.

Projects Completed

Inner City Struggle, project manager of rehabilitation of a two story historical building in East Los Angeles.

Plaza Community Services, project manager of rehabilitation of a church into a state certified day care center, and the rehabilitation of warehouse into a day care drop in center.

Realty Tech Development, project manager of over 100 homes rehabilitated for the purpose of modernizing and selling to low to moderate income families.

Rosslyn Lofts, project manager assistant of an adaptive rehabilitation of a 276 hotel into an affordable and market rate building in the Historic Downtown Los Angeles area.

Alexandria Hotel, project manager assistant of an adaptive rehabilitation of a 526 hotel into a 100% affordable housing building in the Historic Downtown Los Angeles area.

California Development Group

CDG

ENRIQUE ARANDA, M.B.A., C.C.M.

Aranda2001@aol.com

310-404-9848

PROFESSIONAL EXPERIENCE

California Development Group (CDG) Principal/Managing Partner, as a minority owned business enterprise, CDG is a construction management/project management company that provides technical assistance in the areas of government relations, procurement, marketing and business development. CDG is blending capacities to create a vehicle for institutional building and new urbanism.

New Economy Strategies Managing Partner:

- Responsible for portfolio of public and private sector clients in the areas of strategy, fundraising, legislative advocacy and community relations.
- Responsible for high profile community engagement and issues management.
- Retained by local and state political candidates for campaign fundraising.
- Spoke before public agencies, elected officials and community organizations.
- Prepared and tracked project development and submittal schedules.
- Served as a Bilingual Lead Trainer for largest place based initiative in the U.S.

Adjunct Faculty, Community Planning and Economic Development

Los Angeles Trade Tech Community College

- Designed and taught Introduction to *Community Planning and Economic Development*
- Developed classroom activities that deal with citizen education through service-based organizations.
- Helped students identify and articulate pressing needs in the community and develop models to address client generated concerns.
- Worked with a diverse population of students and developed strategies for responding effectively to a wide-ranging writing analytical and critical thinking skills.

Director of Operations/Community Services Division **Three Years**

Mexican American Opportunity Foundation (MAOF)

- Responsible for community programs division of state-wide human services agency with an annual budget of $82 million and over 730 employees in seven counties of California.
- Developed ongoing funding proposals, collaborative relationships with funding sources and strategic partners.
- Oversight of day to day operations of community services division.
- Key member of Senior Management Team and Strategic Planning Committee.
- Authorized and approved budgets, revenue and expense reports, and authorized accounts payables and receivables. Ensured that all contracts were in compliance and maximizing budget allocations.
- Responsible for innovative design of youth and adult education, STEM and career tech.

Chief Operating Officer / Development Director
Steelworkers Oldtimers Foundation/Housing Development. Corp. **Four Years**

- Responsible for day to day management of not-for profit community agency with combined annual budget of $9.6 million and over 180 employees. Including all contract compliance, human resources, strategic planning, community engagement and program development.
- Directed a regional multi-site senior nutrition program funded by L.A. County Area Agency on Aging.
- Directed a transit and fixed route transportation program funded by L.A. County Metro.
- Directed a comprehensive HIV intervention and education program funded by OAPP.
- Oversight of all governmental relations with local municipalities, state, federal elected officials and regulatory agencies.
- Negotiated with all public and private partners/investors and negotiated terms of agreements.
- Supervised all aspects of construction, management, acquisition, financing, planning and design for a portfolio of 684 affordable housing units. Oversight of all asset management and H.U.D compliance.

Projects Completed:

- Coordinated mobilization efforts with labor unions, non-profit agencies, commercial developers, and faith-based institutions in developing strategies for the victorious passage of the $100 million Housing Trust Fund approved by Los Angeles City Council in 2001.
- Assisted in the implementation of City of Los Angeles Systematic Code Enforcement Program, Rent Escrow Account Program and Tenant Outreach Program.
- Served as tenant rights consultant for phase one of LAUSD new schools construction.
- Managed groundbreaking $10-million, 10-year investment initiative focused on revitalizing three underserved El Monte neighborhoods by improving physical infrastructure, engaging residents and developing their leadership, as well as providing better access to social services.
- Prepared logic model, theory of change, and year-end reports for foundation.
- Responsible for evaluation research projects funded by public and private foundations, Faith communities, schools, and community-based organizations.
- Assisted with state-wide community health and well-being research projects.
- Conducted ethnographic and retrospective analyses.
- Conducted needs assessment surveys and qualitative data analysis.
- Conducted focus group discussions and empowerment evaluation trainings.

- Conducted community asset mapping projects throughout Los Angeles.
- Assisted community agencies with developing collaborative networks.
- Conducted workshops with community agencies on securing grant funds.
- Prepared first program evaluation of after school recreational programs in LAUSD.

Construction/Entitlements:

- Hope and Peace Pocket Park, Central Los Angeles
- Casa Shalom and child care center, 30 units family housing
- JW Apartments and Child Care Center, 61 units family housing
- Rugby Senior Apartments, 184 units, Rehabilitation
- Casa Gonzalez, 4 units, Rehabilitation
- Mission Community Hospital Gage Clinic, 4 exam rooms
- Nine 7-Eleven Franchises
- Over 400 Homes Remodeled (LAHD Contract)
- Bissell St. Apartments, 12 units family housing

Education

America Jewish University
Master of Business Administration in Non-Profit Management — Spring 2010
(Recipient of Community Partnership Initiative Fellowship)

Stanford University
Certificate in Management — Spring 2008

University of California, Los Angeles
Course work in Master of Urban Planning — 1997-2000

University of California, Berkeley
Bachelor of Arts — Spring 1996

Cerritos Community College — Spring 1994
Associate of Arts

CALIFORNIA DEVELOPMENT GROUP RESUME

Artour Gevoian – Project Manager

Experience	13+ Years, General Construction 13 Years, Project Management Experience	**Training & Certifications**	LEED Accredited Professional: Building Design and Construction
Education	Graduated from University in Moscow in 1996.	**Skill Set**	Analytical, evaluative and problem-solving abilities Bidding/Estimating/Proposals BIM Management of 3D Modeling/Coordination Site Safety/OSHA Compliance Change Order Management Budgeting & Cost Controls Leadership and team-building skills

Summary

Mr. Gevoian represents over thirteen (13) years of operations and project management experience. He possesses outstanding communication, negotiation, and interpersonal skills – able to interact with construction professionals, including architects, engineers, owners and representatives at all levels to develop and build strategic relationships with clients. Mr. Gevoian is backed by strong credentials and a proven history of on-time, on-budget and high-quality project completions. Above all, Mr. Gevoian is a detail-oriented individual, someone that performs his job as a Project Manager at Menco Pacific at the highest level.

California Development Group

Mr. Gevoian joined CDG, Inc. in 2014 as a Project Manager and Quality Control Manager for projects throughout California. As Project Manager, Mr. Gevoian is responsible for managing, coordinating, scheduling, and directing the daily details of construction projects. These duties include the coordination of construction projects with senior management, superintendents, client representatives, and Menco Pacific's Corporate Safety Officer. His duties also include project planning, budgeting, scheduling, communications, and documentation. Additionally, Mr. Gevoian is responsible for the coordination of sub-contractors across his extensive region, as well as the procurement of materials for each area he services. He also acts as a liaison between Menco Pacific and client contracting office personnel. In all of his duties, Mr. Gevoian's primary goal is to communicate closely with the client's senior management, accounting and invoicing personnel, and the project superintendent to complete the project ahead of schedule and within budget.

Prior Experience

2003-2014 **Tower General Contractors** – *Project Manager*

- Oversaw projects from inception to planning to completion.
- Conducted and performed site surveys during various stages of the construction project.

- Analyzed subcontractor's proposals and selected the appropriate one for each project.
- Reviewed construction technical documentation for accuracy, feasibility, quality and conformance to industry standards.
- Supervised and guided other staff throughout the construction process.
- Developed relationships with client in a business development capacity.
- Worked closely with JLL and CBRE project managers on Union Bank, Bank of America and City National Bank accounts to provide successful, on time and on schedule projects.
- Project managed over 50 TI, remodeling and ground-up bank projects over the last eight years: Union Bank, East West Bank and Bank of America.
- Multiple TI and remodeling Medical projects: Arroyo Vista Family Health Center, Kidney Center and Clinicas Del Camino Real.

2000-2003 **ARC Electric** – *Project Manager / Foreman*

- Extensive experience in all aspects of construction including detailed scheduling of equipment and personnel, coordination of projects with contractors, subcontractors and inspectors, and ordering equipment and all materials.
- Very strong knowledge of all phases of electrical wiring, motor controls, running conduit and experienced in the coordination and implementation of both profitable and large scale underground wiring projects.

Frank J. Negrete
7925 Bright Avenue, Apt. D * Whittier, CA 90602
(562) 805-0000 * cisco.negrete60@gmail.com

OBJECTIVE:
A challenging position in Construction & Project Management that will fully utilize my extensive construction, compliance, community, business, labor, and political organizing experience.

QUALIFICATIONS:

- Proven ability to work productively in a high-pressure environment.
- Proficient in problem identification, evaluation and resolution.
- Strong advocacy orientation.

PROFESSIONAL HISTORY

TRUJILLO FOR DISTRICT ATTORNEY 2012 February 2011 – March 2012
Senior Campaign Advisor
Hired to advise and secure support from various stakeholders throughout the entire county of Los Angeles. I was charged with managing day-to-day operations of a large county-wide political campaign for Los Angeles County District Attorney. Opened one office and helped coordinate the opening of a second office.
Essential Job Functions: Supervised & managed all staff including all volunteers. I dealt with printers, suppliers, treasurers, consultants & media. I was in charge of securing, processing, recording and depositing large sums of contributions on a daily basis. Created & supervised the implementation of various letters, statements, forms, databases & mass mailings. Secured meetings, support and endorsements from various Elected Officials, Business Leaders, Community Leaders, Labor Unions & Governmental Bodies throughout the County & State. Staffed the candidate at most events he attended. Played "Utility Person" from time to time filling in where other staff could not or lacked the knowledge or expertise necessary. I advised the candidate & all staff on all aspects of the campaign 24 hours a day 7 days a week.

CENTER FOR CONTRACT COMPLIANCE August '03 – February 2011
Labor Compliance Specialist
Review and document compliance by employees, employers, sub-contractor, contractors, developers and public agencies with local, state and federal laws concerning payment of prevailing wages & fringe benefits, required worker's compensation insurance, apprenticeship requirements, appropriate state contractor's licenses, required on site insurance, payroll reporting and safety requirements and adherence to memos of understanding on all public works and or Project Labor Agreement sites in my area.
Essential Job Functions: Conduct job site inspections and interview workers & contractors. Request documents from workers, public agencies and contractors for review. Assist workers, contractors and sub-contractors in completing appropriate state or federal required paperwork. Help file violations on behalf of injured parties with appropriate state agencies. Work closely with state labor related enforcement agencies. Work closely with all Building Trades, Local, State and Federal Legislators in advancing the mission of the organization.

ACADEMY OF LATINO LEADERS IN ACTION September '98 - June '03
Program Director: Civic Education and Leadership Program Outreach
Design and implement the Civic Education and Leadership Program to prepare new Latino citizens and community leaders in understanding all levels of government in the United States and assist community members who are interested in participating in the political process.
Essential Job Functions: Developing community & civic participation, explaining the power of the vote, government structure, elected leaders' responsibilities, advocacy, accountability and Latino/a demographics to the community. Work directly with Executive Director to implement all elements of the work plan.

DIVERSE STRATEGIES FOR ORGANIZING January '91 - November '98
Organizer/Projects Director
Charged with the day-to-day operations of issue based and organizational campaigns. Provided consulting services to grassroots, non-profit organizations, labor unions, candidates, and corporations.
Essential Job Functions: Recruited volunteers, coordinated phone bank operations, directed field programs, obtained endorsements, planned and managed fundraisers, coordinated media events, wrote speeches, organized issue based campaigns, organized communities, and implemented mass mailings. Clients included former Los Angeles District Attorney Gil Garcetti, former Los Angeles City Councilman Richard Alatorre, Southern California Labor Union's Fair Trade Campaign (NAFTA), Anti-Voucher Committee, Los Angeles County Sheriff Lee Baca, former Governor Gray Davis, The Staples Center, and former Lawry's California Center among others.

APPENDIX C

PROJECT MANAGEMENT SERVICES RFP

SUMMARY SHEET

Firm Name: California Development Group

Firm Parent or Ownership: NA

Firm Address: 137 S. Clarence Street
Los Angeles, CA 90033

Firm Telephone Number: 213-700-2396 Fax Number: 213-986-3134

Firm Email Address: Carlos@vcarealty.net

Firm Website: _____

Number of years in existence: 2.

Management Contact (person authorized to sign an agreement for the firm; and ultimately responsible for services required for this Request for Proposal:

Name: Carlos E. Vasquez Title: Principal

Telephone Number: 213-700-2396 Fax: 213-986-3134

Email: Carlos@vcarealty.net

Types of series provided by your firm: _____
Construction / Project Management.

APPENDIX D

PROJECT MANAGEMENT SERVICES RFP

CERTIFICATION OF FIRM'S ACCEPTANCE OF CITY OF CUDAHY'S PROFESSIONAL SERVICES AGREEMENTAND PROPOSAL FOR MODIFICATION OF TERMS (if any)

By signing this form below, the firm certifies that the attached Agreement in Appendix B is acceptable to the firm and will be signed upon selection of the firm to perform consulting services for the City of Cudahy, except for request for modification of the agreement (if any), as specifically described below (or listing modifications by number that refer to attached sheets if necessary).

Name and Signature of Firm's Management Representative authorized to sign an agreement:

Carlos E. Vasquez — Name

Principal — Title

Signature

7/10/14 — Date

Firm Name: California Development Group

CITY OF CUDAHY
CITY HALL
5220 SANTA ANA STREET
CUDAHY, CALIFORNIA 90201
FALSE CLAIMS/
FALSE CLAIMS ACT CERTIFICATION
(PROJECT MANAGEMENT SERVICES RFP)

Proposer shall provide either the certification requested below or the information requested on the next page. Failure to certify or provide the requested information may result in a determination that the Proposer is non-responsive and City may reject the proposal on this basis. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible and City may reject the proposal on this basis as well. "False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. Sections 3729 et seq., and the California False Claims Act, Government Code Sections 12650 et seq.

FALSE CLAIMS ACT CERTIFICATION

If the Proposer has no False Claims Act violations as described above, complete the following:

I, Carlos E Vasquez am the Principal
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of California Development Group (hereinafter, "Proposer").
(Print Name of Proposing Entity)

In submitting a proposal to the City of Cudahy, 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 10 day of July, 2014 at Los Angeles, CA
(month and year) (city and state)

By _____
(Signature of Person Responsible for Submitting Proposal 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, Carlos E. Vasquez, the Principal
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of California Development Group (hereinafter, "Proposer")
(Print Name of Proposing Entity)

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

Executed this 18 day of July 2014 at Los Angeles, CA
(month and year) (city and state)

by _____
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

END OF DOCUMENT

APPENDIX E

PROJECT MANAGEMENT SERVICES RFP

FALSE CLAIMS FORM

None

APPENDIX F

PROJECT MANAGEMENT SERVICES RFP

CIVIL LITIGATION HISTORY

None

Scope of Work

Task No. 1 Conceptual Design

- Meet with City to obtain any/all as built plans, establish communications and time line, as well as budgeting.
- Prepare demolition bid package utilizing City provided Plot Plan of property(s) to be cleared.
- Prepare site survey
- Undertake Geotechnical and percolation testing
- Conduct (2) coordination meetings with stakeholders.
- Prepare written documentation of meeting minutes, distribute to all parties for record.
- Prepare conceptual site plan illustrating all site components and amenities discussed at public meetings. Format shall be black and white printed on bond paper.
- Prepare preliminary construction cost estimates on progress designs.
- Meet with City Staff as required for coordination and review of all design elements.
- Prepare color presentation exhibits of all design plans for public hearing presentations.
- Present project design plans to Park & Recreation Commission and City Council.

The intent of Task 1 will be to qualify a design with RFQ listed amenities provided with the Request for Proposal and unify all Stakeholders.

Deliverables: Meeting minutes of all meetings and presentations, survey, color site plan and color material image exhibits, material boards, Geotechnical Report, Percolation Study, preliminary construction cost estimate, Demolition bid package.

Task No.3 Design Development

- Prepare conceptual grading plan for use in site evaluation.
- Develop and define power systems related to site lighting. Determine Title 24 requirements for site and building.
- Prepare preliminary Storm Water Pollution Prevention Plan (Risk Level 1) and Standard Urban Storm Water Mitigation Plan.

Deliverables: Design development report including all plans, studies, material cut sheets, color boards and samples.

Task No. 4 Construction Documents

Prepare from the approved Design Development package construction drawings and specifications setting forth in detail all work to be undertaken. Construction documents will be prepared in AutoCAD version 2013 with project specifications prepared in Microsoft Office CSI format. Specifications and construction details shall be per County/City/HAI standards as well as applicable portions of APWA Standards.

Plans shall generally consist of:

-Demolition & Protection Plan

-Grading Plan, Details, Notes and Calculations

-Erosion Control Plan

-Construction Plan, Details and Notes

-Electrical Plan, Details, Title 24 compliance calculations and Notes

-Structural Detail and calculations for light pole footings

-Irrigation Plan, Notes, Calculations and Details

- Planting Plan, Notes and Details

- Project Specifications

- Prepare Demolition drawings and bid package to be released for bidding during the
- Prepare 50% complete construction documents illustrating in detail all work to be undertaken. Submit to City for review. Revise as necessary to receive approval.
- Prepare 95% final plans, specifications, required calculations and bidding documents in sufficient detail to undertake plan check. Plans shall meet federal, state and local requirements, as necessary.
- Submit plans to City for Plan Check process, revise as necessary to receive approval.
- Submit 100% final plans, specifications, required calculations and bidding documents in sufficient detail to obtain competitive bids as well as plan check approval. Plans shall meet federal, state and local requirements, as necessary.
- Meet with design team and City to coordinate all plan sets and work to be undertaken as needed.

Deliverables: (3) Copies plans, specifications, estimates and studies for review at 50% completion, (3) Copies plans, specifications, estimates and studies for review at 95% completion. (1) Copy plans, specifications, estimates and studies for bidding at 100% completion. Electronic copies of Plans in Autocad DWG format as well as project technical specifications in Word DOC format.

Task No. 5 Project Bidding

1. Attend Pre bid meeting
2. Clarify and interpret information for bidders
3. Prepare written responses to requests for clarification
4. Correct any errors in the bid documents
5. Issuance of all addenda as required
6. Evaluate all requests for product substitutions and alternative bids
7. Review all contractor submittals in accordance with project schedule
8. Verify Contractor license and insurance, check references

9. Provide opinion of lowest and most qualified bidder to City Staff
10. Weekly or as needed project meetings
11. Respond to requests for information

Task No. 6 Construction Support

1. Hirsch & Associates and our sub consultants shall assist City of Cudahy and respond to any request or directives made by phone, fax or E-mail. Hirsch & Associates shall request clarification from the City of Cudahy in writing if Hirsch & Associates should have any questions regarding the directions given by City of Cudahy that are not consistent with the plans and specifications.
2. Hirsch & Associates, when requested by the City, shall attend project meetings with City Staff, contractors, and project manager as requested during project design and construction.
3. Hirsch & Associates and our sub consultants will provide the following services for the project and will coordinate with City of Cudahy in accordance with the project construction schedule.
   - Coordinate with City of Cudahy project manager, city staff and inspector as may become necessary during construction.
   - Attend pre-construction meeting.
   - Provide interpretation and clarification to the construction documents.
   - Review and approve product submittals and shop drawings in accordance with construction documents and scope of work.
   - Maintain daily and weekly records of construction activities. We will prepare written reports of meetings for distribution to all parties.
   - Coordinate with all parties by telephone, fax and e-mail as necessary.
   - Review construction schedule and provide comments.
   - Conduct weekly progress meetings, prepare written report and findings
   - Maintain all project documents, drawings, contract change orders, contractor submittals, shop drawings and correspondence.
   - Inspect and approve all soil preparation material, planting methods, and finish grading prior to planting.
   - Inspect the installation of all landscape and irrigation equipment.
   - Respond to contractor's Request for Information (RFI's) and other questions during project construction.
   - Conduct substantial completion inspection at request of City of Cudahy and prepare punch list. Review and approve punch list items upon their completion.
   - Conduct final inspection upon completion of 30-day plant establishment and 60-day landscape maintenance periods, and issue letter of acceptance to City of Cudahy.

Professional Fee

Professional fees for services stated include all costs for general overhead, profit, local travel, telephone, clerical and incidental expenses for all Landscape Architectural and Engineering services for all work as delineated in the Scope of Work not separately requested by Client.

Landscape Architect	$150/hr
Engineer	$130/hr
Director of Projects	$90/hr
Associate	$85/hr
Senior Project Manager	$80/hr
Project Manager	$75/hr
Technical Staff	$55/hr
Clerical	$55/hr
Project Meetings	$500/ea
Council/Commission Meetings	$500/ea
Travel	55 cents/mi
Reproduction / Printing	Cost Plus 10%

Reimbursable Expenses

All plotting, printing, blueprinting and photographic reproductions including special overnight deliveries (other than US Postal Service) requested by the Client shall be paid as a direct reimbursable expense plus 10% to Hirsch & Associates Inc. E-mail of plans to Client or Client selected Reprographics Company will be at no cost to City.

Exclusions from Basic Services. The following services shall be excluded from the basic services listed above and shall be provided by City at its expenses.

- Off-site hydraulic and hydrology studies and calculations including existing and proposed detention basin and storm drain studies
- Services related to potential contamination.
- Services related to unsuitable soil and chemical analysis of soil.
- Preparation of easements, right-of-ways or land dedication documents.
- Revisions to completed and/or partially completed plans, studies and other documents, which are in conformance with the approved Scope of Work and directions received from the City, or other jurisdictions and agencies have control over the project design.
- Traffic engineering studies for on-site and off-site improvements and traffic signal design.
- Negotiation or meetings with adjoining property owners.
- Grading and/or storm drain improvement on or through adjoining property.
- All services related to environmental investigation and mitigation, clean up or permit, such as wetlands, hazardous or toxic materials or substances presently on-site or adjacent to the site and/or below the surface of the site or discovered during project construction. The City will need to obtain any permits dealing with hazardous material investigation, mitigation, cleanup and or removal.

- Unanticipated sub-surface soil conditions that differ significantly from those anticipated based upon the preliminary geotechnical investigation and during construction.
- All design work, cost estimating and other services related to the undergrounding or relocation of the existing unknown utilities (irrigation water pipes, telephone lines and electrical lines, storm drain lines and sewer lines) that run across the property are excluded since the scope of work for these utilities is not currently know and will be determined during the initial design phase of the project. However, we will work with the City during the conceptual design phase of the project to determine the final disposition of these utilities.
- All design work, cost estimating and other services related to the undergrounding of the existing overhead electrical power lines that current exist on the park site.
- Payment of all plan check, permit and assessment fees for project.
- Laboratory sample collection and testing.
- Hazardous water or toxic substance engineering and testing.
- Material testing
- All other services not specifically delineated in the Scope of Services.

Clara Park III

Preliminary Project Time Schedule

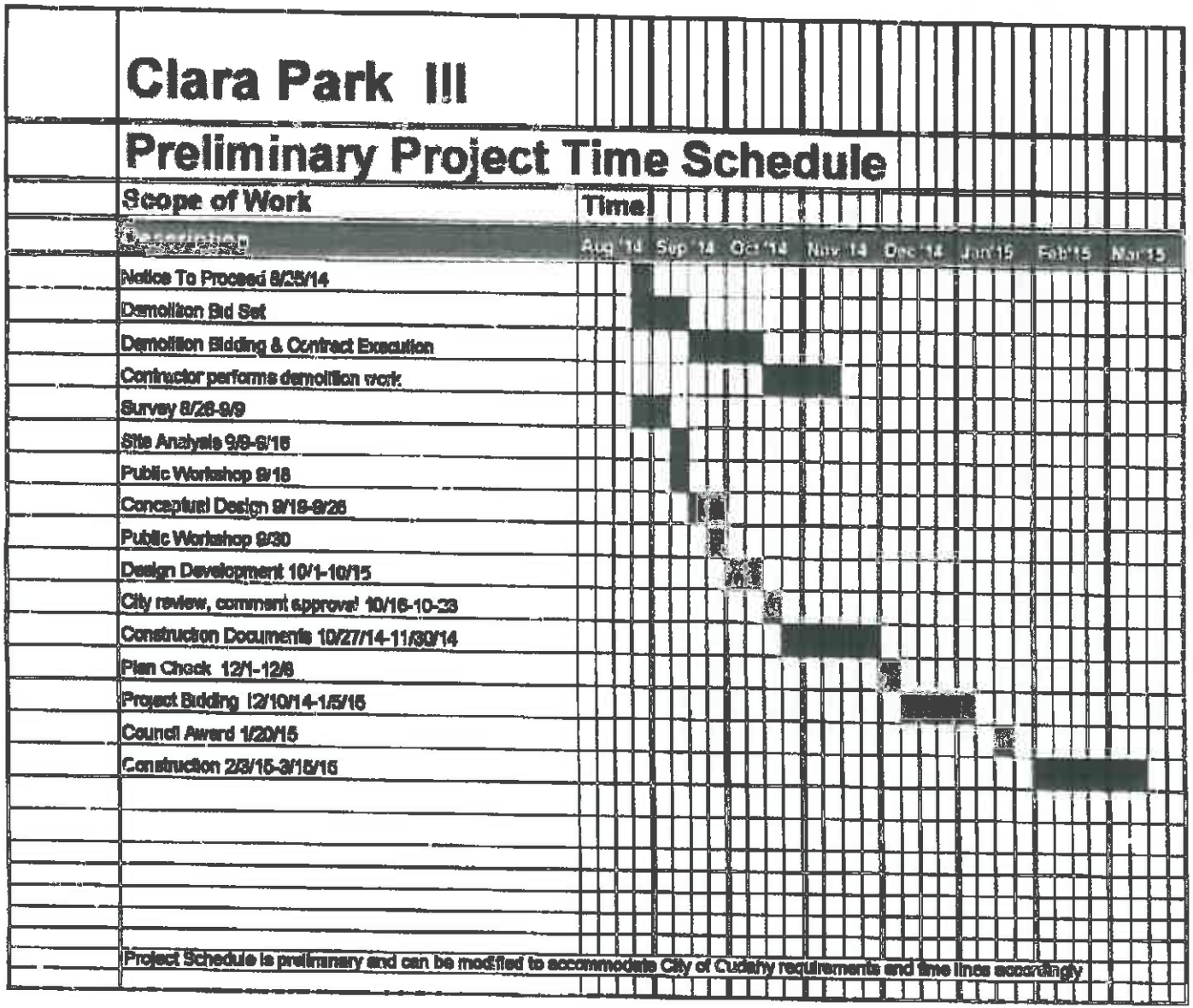


Exhibit B

HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

Clara Park
City of Cudahy, California

Professional Fees

Professional fees for services stated are based upon the scope of work and include all costs for general overhead, profit, telephone, clerical, travel and incidental expenses not separately requested by the City of Cudahy. Fees are good for a period of 90 days from date of our proposal. Fees are based upon scope of work as delineated within our proposal.

Conceptual Design	
Site Survey	$3,000.00
Geotechnical Testing	$3,000.00
Site Design	$4,000.00
Cost Estimating	$600.00
Presentation Rendering	$800.00
Coordination Meetings 2 @ $500	$1,000.00
Council/Commission Mtgs 2 @ $500	$1,000.00
Sub Total	$13,600.00
Design Development	
HAI	$3,000.00
Reedcorp	$500.00
LSWPPP	$3,800.00
SUSMP	$4,200.00
Sub Total	$11,500.00

2221 E. Winston Road, Suite A, Anaheim, CA 92806
Phone 714-776-4340, Fax 714-776-4395

Construction Documents & Permitting

HAI	$18,500.00
Civil Engineering	$3,000.00
Electrical Engineering	$5,000.00
Structural Engineering	$1,000.00
Sub Total	$27,500.00

Project Bidding

HAI	$4,000.00

Construction Support

Project Management80 hrs @$100	$8,000.00
HAI Office ..... 24@$100	$4,000.00
Site Observation (15 @ $500/ea)	$7,500.00
Reedcorp	$1,200.00
Sub Total	$20,700.00

Not to exceed Grand Total $77,300.00

Reimbursable Expense

Reimbursable	$2,000.00

(Not included in total above)

Travel

Authorized travel associated with project design and project meetings, are included within our fees, excluding travel associated with additional services.

Execution

To initiate professional services, Hirsch & Associates Inc. shall receive an executed copy of this agreement included with City Agreement.

Thank You,

Charles Foley, Vice President
Landscape Architect #5567, ASLA

PROFESSIONAL SERVICES AGREEMENT

(Hirsch & Associates, Inc.– Project Management and Design services for the Clara Street Sports Complex Expansion Phase III)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 19 day of August 2014 (hereinafter, the "Effective Date"), by and between the CITY OF CUDAHY, a municipal corporation ("CITY") and Hirsch & Associates, Inc., a Corporation (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.

WHEREAS, CITY wishes to engage CONSULTANT to provide the following specialized services: Project management and design services for the Clara Street Sports Complex Expansion Phase III; and

WHEREAS, CITY's in-house personnel is presently unable to perform the specialized services and tasks contemplated under this Agreement; and

WHEREAS, CONSULTANT possesses the specialized training, skill, expertise and experience required to perform the services contemplated under this Agreement; and

WHEREAS, CONSULTANT agrees to perform the various services and tasks set forth under this Agreement subject to the terms and conditions set forth herein; and

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY 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 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 incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

1.2 TERM: This Agreement shall commence from August 19, 2014 and expire upon completion of the project or on March 30, 2014, whichever occurs first, unless CITY issues written notice of its intent to authorize an additional extension term(s). 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. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule shown in Exhibit B (hereinafter, the "Approved Rate Schedule").

B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of $79,300 with reimbursable expenses not to exceed $2,000 (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONSULTANT'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 CONSULTANT'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, CONSULTANT shall submit to CITY an itemized invoice indicating the 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 notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

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 right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

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 materials, 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 Superintendent and Michael Allen (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The Superintendent 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. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Charles Foley 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.

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 to the highest standards of CONSULTANT's profession;

B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;

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. All of CONSULTANT'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 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 the standard of care

set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars 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 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 to the highest 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. 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 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 contractor 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, contractors, subcontractors 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, 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 CONSULTANT and shall not be re-assigned 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.

2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT 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 CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors 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, contractors, subcontractors 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.

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 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: 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 and which shall indemnify, insure and provide legal defense for both CONSULTANT 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 CONSULTANT 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, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT'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 admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

3.4 PRIMACY OF 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.

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

3.6 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 its 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 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 the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. 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 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its

failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.

4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this 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.

4.4 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.

4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY 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 subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V.

TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days prior written notice of CITY's intent to terminate this Agreement. 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. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 7.1 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 fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, 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 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of 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 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 CONSULTANT, whether voluntary of involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by 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. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT'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, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT 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 CONSULTANT, the CITY may immediately 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.

CONSULTANT 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, 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 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 subcontractors and subconsultants 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 subcontractor 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:

Hirsch & Associates, Inc.
2221 E. Winston Road, Suite A
Anaheim, CA 92806
Attn: Charles Foley, Vice President
Phone: 714-776-4340
Fax: 714-776-4395

CITY:

City of Cudahy
Community Development Department
5220 Santa Ana Street
Cudahy, CA 90201
Attn: Michael Allen, Acting Community Development Director
Phone: 323-773-5143
Fax: 323-771-2072

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, including provisions relating to insurance requirements and indemnification.

6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors 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, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

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

6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and 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 remaining two original counterparts shall be retained by CITY.

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

CITY OF CUDAHY:

By:_____
Jose E. Pulido, City Manager

Date_____

Hirsh & Associates Inc.:

By_____

Name_____

Title_____

Date:_____

APPROVED AS TO FORM:

By:_____

Date_____

Exhibit A

Scope of Work

Task No. 1 Conceptual Design

- Meet with City to obtain any/all as built plans, establish communications and time line, as well as budgeting.
- Prepare demolition bid package utilizing City provided Plot Plan of property(s) to be cleared.
- Prepare site survey
- Undertake Geotechnical and percolation testing
- Conduct (2) coordination meetings with stakeholders.
- Prepare written documentation of meeting minutes, distribute to all parties for record.
- Prepare conceptual site plan illustrating all site components and amenities discussed at public meetings. Format shall be black and white printed on bond paper.
- Prepare preliminary construction cost estimates on progress designs.
- Meet with City Staff as required for coordination and review of all design elements.
- Prepare color presentation exhibits of all design plans for public hearing presentations.
- Present project design plans to Park & Recreation Commission and City Council.

The intent of Task 1 will be to qualify a design with RFQ listed amenities provided with the Request for Proposal and unify all Stakeholders.

Deliverables: Meeting minutes of all meetings and presentations, survey, color site plan and color material image exhibits, material boards, Geotechnical Report, Percolation Study, preliminary construction cost estimate, Demolition bid package.

Task No.3 Design Development

- Prepare conceptual grading plan for use in site evaluation.
- Develop and define power systems related to site lighting. Determine Title 24 requirements for site and building.
- Prepare preliminary Storm Water Pollution Prevention Plan (Risk Level 1) and Standard Urban Storm Water Mitigation Plan.

Deliverables: Design development report including all plans, studies, material cut sheets, color boards and samples.

Task No. 4 Construction Documents

Prepare from the approved Design Development package construction drawings and specifications setting forth in detail all work to be undertaken. Construction documents will be prepared in AutoCAD version 2013 with project specifications prepared in Microsoft Office CSI format. Specifications and construction details shall be per County/City/HAI standards as well as applicable portions of APWA Standards.

Plans shall generally consist of:

-Demolition & Protection Plan

-Grading Plan, Details, Notes and Calculations

-Erosion Control Plan

-Construction Plan, Details and Notes

-Electrical Plan, Details, Title 24 compliance calculations and Notes

-Structural Detail and calculations for light pole footings

-Irrigation Plan, Notes, Calculations and Details

- Planting Plan, Notes and Details

- Project Specifications

- Prepare Demolition drawings and bid package to be released for bidding during the
- Prepare 50% complete construction documents illustrating in detail all work to be undertaken. Submit to City for review. Revise as necessary to receive approval.
- Prepare 95% final plans, specifications, required calculations and bidding documents in sufficient detail to undertake plan check. Plans shall meet federal, state and local requirements, as necessary.
- Submit plans to City for Plan Check process, revise as necessary to receive approval.
- Submit 100% final plans, specifications, required calculations and bidding documents in sufficient detail to obtain competitive bids as well as plan check approval. Plans shall meet federal, state and local requirements, as necessary.
- Meet with design team and City to coordinate all plan sets and work to be undertaken as needed.

Deliverables: (3) Copies plans, specifications, estimates and studies for review at 50% completion, (3) Copies plans, specifications, estimates and studies for review at 95% completion. (1) Copy plans, specifications, estimates and studies for bidding at 100% completion. Electronic copies of Plans in Autocad DWG format as well as project technical specifications in Word DOC format.

Task No. 5 Project Bidding

1. Attend Pre bid meeting
2. Clarify and interpret information for bidders
3. Prepare written responses to requests for clarification
4. Correct any errors in the bid documents
5. Issuance of all addenda as required
6. Evaluate all requests for product substitutions and alternative bids
7. Review all contractor submittals in accordance with project schedule
8. Verify Contractor license and insurance, check references

9. Provide opinion of lowest and most qualified bidder to City Staff
10. Weekly or as needed project meetings
11. Respond to requests for information

Task No. 6 Construction Support

1. Hirsch & Associates and our sub consultants shall assist City of Cudahy and respond to any request or directives made by phone, fax or E-mail. Hirsch & Associates shall request clarification from the City of Cudahy in writing if Hirsch & Associates should have any questions regarding the directions given by City of Cudahy that are not consistent with the plans and specifications.
2. Hirsch & Associates, when requested by the City, shall attend project meetings with City Staff, contractors, and project manager as requested during project design and construction.
3. Hirsch & Associates and our sub consultants will provide the following services for the project and will coordinate with City of Cudahy in accordance with the project construction schedule.
   - Coordinate with City of Cudahy project manager, city staff and inspector as may become necessary during construction.
   - Attend pre-construction meeting.
   - Provide interpretation and clarification to the construction documents.
   - Review and approve product submittals and shop drawings in accordance with construction documents and scope of work.
   - Maintain daily and weekly records of construction activities. We will prepare written reports of meetings for distribution to all parties.
   - Coordinate with all parties by telephone, fax and e-mail as necessary.
   - Review construction schedule and provide comments.
   - Conduct weekly progress meetings, prepare written report and findings
   - Maintain all project documents, drawings, contract change orders, contractor submittals, shop drawings and correspondence.
   - Inspect and approve all soil preparation material, planting methods, and finish grading prior to planting.
   - Inspect the installation of all landscape and irrigation equipment.
   - Respond to contractor's Request for Information (RFI's) and other questions during project construction.
   - Conduct substantial completion inspection at request of City of Cudahy and prepare punch list. Review and approve punch list items upon their completion.
   - Conduct final inspection upon completion of 30-day plant establishment and 60-day landscape maintenance periods, and issue letter of acceptance to City of Cudahy.

Professional Fee

Professional fees for services stated include all costs for general overhead, profit, local travel, telephone, clerical and incidental expenses for all Landscape Architectural and Engineering services for all work as delineated in the Scope of Work not separately requested by Client.

Landscape Architect	$150/hr
Engineer	$130/hr
Director of Projects	$90/hr
Associate	$85/hr
Senior Project Manager	$80/hr
Project Manager	$75/hr
Technical Staff	$55/hr
Clerical	$55/hr
Project Meetings	$500/ea
Council/Commission Meetings	$500/ea
Travel	55 cents/mi
Reproduction / Printing	Cost Plus 10%

Reimbursable Expenses

All plotting, printing, blueprinting and photographic reproductions including special overnight deliveries (other than US Postal Service) requested by the Client shall be paid as a direct reimbursable expense plus 10% to Hirsch & Associates Inc. E-mail of plans to Client or Client selected Reprographics Company will be at no cost to City.

Exclusions from Basic Services. The following services shall be excluded from the basic services listed above and shall be provided by City at its expenses.

- Off-site hydraulic and hydrology studies and calculations including existing and proposed detention basin and storm drain studies
- Services related to potential contamination.
- Services related to unsuitable soil and chemical analysis of soil.
- Preparation of easements, right-of-ways or land dedication documents.
- Revisions to completed and/or partially completed plans, studies and other documents, which are in conformance with the approved Scope of Work and directions received from the City, or other jurisdictions and agencies have control over the project design.
- Traffic engineering studies for on-site and off-site improvements and traffic signal design.
- Negotiation or meetings with adjoining property owners.
- Grading and/or storm drain improvement on or through adjoining property.
- All services related to environmental investigation and mitigation, clean up or permit, such as wetlands, hazardous or toxic materials or substances presently on-site or adjacent to the site and/or below the surface of the site or discovered during project construction. The City will need to obtain any permits dealing with hazardous material investigation, mitigation, cleanup and or removal.

- Unanticipated sub-surface soil conditions that differ significantly from those anticipated based upon the preliminary geotechnical investigation and during construction.
- All design work, cost estimating and other services related to the undergrounding or relocation of the existing unknown utilities (Irrigation water pipes, telephone lines and electrical lines, storm drain lines and sewer lines) that run across the property are excluded since the scope of work for these utilities is not currently know and will be determined during the initial design phase of the project. However, we will work with the City during the conceptual design phase of the project to determine the final disposition of these utilities.
- All design work, cost estimating and other services related to the undergrounding of the existing overhead electrical power lines that current exist on the park site.
- Payment of all plan check, permit and assessment fees for project.
- Laboratory sample collection and testing.
- Hazardous water or toxic substance engineering and testing.
- Material testing
- All other services not specifically delineated in the Scope of Services.

Clara Park III

Preliminary Project Time Schedule

Scope of Work	Time
Description	Aug '14 Sep '14 Oct '14 Nov '14 Dec '14 Jan'15 Feb'15 Mar'15
Notice To Proceed 8/25/14	
Demolition Bid Set	
Demolition Bidding & Contract Execution	
Contractor performs demolition work	
Survey 8/26-9/9	
Site Analysis 9/9-9/16	
Public Workshop 9/18	
Conceptual Design 9/19-9/26	
Public Workshop 9/30	
Design Development 10/1-10/15	
City review, comment approval 10/16-10-23	
Construction Documents 10/27/14-11/30/14	
Plan Check 12/1-12/8	
Project Bidding 12/10/14-1/5/15	
Council Award 1/20/15	
Construction 2/3/15-3/15/15	

Project Schedule is preliminary and can be modified to accommodate City of Cudahy requirements and time lines accordingly

HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

Clara Park
City of Cudahy, California

Professional Fees

Professional fees for services stated are based upon the scope of work and include all costs for general overhead, profit, telephone, clerical, travel and incidental expenses not separately requested by the City of Cudahy. Fees are good for a period of 90 days from date of our proposal. Fees are based upon scope of work as delineated within our proposal.

Conceptual Design	
Site Survey	$3,000.00
Geotechnical Testing	$3,000.00
Site Design	$4,000.00
Cost Estimating	$800.00
Presentation Rendering	$800.00
Coordination Meetings 2 @ $500	$1,000.00
Council/Commission Mtgs 2 @ $500	$1,000.00
Sub Total	$13,600.00

Design Development	
HAI	$3,000.00
Reedcorp	$500.00
LSWPPP	$3,800.00
SUSMP	$4,200.00
Sub Total	$11,500.00

Construction Documents & Permitting

HAI	$18,500.00
Civil Engineering	$3,000.00
Electrical Engineering	$5,000.00
Structural Engineering	$1,000.00
Sub Total	$27,500.00

Project Bidding

HAI	$4,000.00

Construction Support

Project Management80 hrs @$100	$8,000.00
HAI Office ..... 24@$100	$4,000.00
Site Observation (15 @ $500/ea)	$7,500.00
Reedcorp	$1,200.00
Sub Total	$20,700.00

Not to exceed Grand Total $77,300.00

Reimbursable Expense

Reimbursable	$2,000.00

(Not included in total above)

Travel

Authorized travel associated with project design and project meetings, are included within our fees, excluding travel associated with additional services.

Execution

To initiate professional services, Hirsch & Associates Inc. shall receive an executed copy of this agreement included with City Agreement.

Thank You,

Charles Foley, Vice President
Landscape Architect #5567, ASLA

State of California • Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION
P.O. Box 942896 • Sacramento, CA 94296-0001
(916) 653-7423

Edmund G. Brown Jr., Governor
Lisa Ann L. Mangat, Acting Director

July 28, 2014

Michael Allen
Acting City Manager/Community Development Director
City of Cudahy
5220 Santa Ana Street
Cudahy, CA 90201

Re: Project Number: UP-19-023A -- Clara Street Sports Complex

Dear Michael Allen:

This letter is in response to the City of Cudahy's (City) June 3, 2014 letter, in which the City requested a scope change for the above named project. The scope change has been approved. The new scope of the project is:

> Acquisition and development of approximately .45 acres of land, with fencing, open space turf, landscaping, lighted path, picnic area, and exercise stations.

Additionally, based on the information submitted in the City's request, along with the revised cost estimate, the grant amount will be reduced from $2,500,000 to $1,790,750. The Office of Grants and Local Services (OGALS) has also approved the City's request to reduce its match to $26,505.

As a reminder, the grant funds liquidate on June 30, 2015; therefore, the project must be complete, open to the public and final paperwork submitted to OGALS by March 31, 2015 to guarantee reimbursement.

If you have any questions, concerns, or need assistance, please contact your Project Officer, Karen Sims at (916) 651-7739 or karen.sims@parks.ca.gov.

Sincerely,

Jean A. Lacher

Jean Lacher, Chief
Office of Grants and Local Services

cc: Lee Butterfield, Manager, Office of Grants and Local Services
Barbara Baker, Supervisor, Office of Grants and Local Services
Karen Sims, Project Officer, Office of Grants and Local Services

AGENDA REPORT

MEETING DATE:	August 19, 2014
TO:	Honorable Mayor and Members of the City Council
FROM:	Michael Allen, Acting Community Development Director
TITLE:	**Agenda Report regarding Water Quality and Regulations Imposed by the State Water Resources Control Board Due to Water Shortage in the State of California.**

BACKGROUND:

On January 17, 2014 Governor Edmond G. Brown Jr. issued an Executive Order declaring a State of Emergency to exist in California due to severe drought conditions. On April 25, 2014 Governor Edmond G. Brown Jr. issued an Executive Order to strengthen the State's ability to manage water and habitat effectively in drought conditions and called on all Californians to redouble their efforts to conserve water.

On July 15, 2014, the State Water Resources Control Board found that an emergency exists due to severe drought conditions and adopted emergency regulations that require water agencies within the State impose conservation measures and water waste prohibitions, including the implementation of water shortage contingency plans that include mandatory restrictions on the number of water days, and imposition of fines for violations.

On July 28, 2014 the State of California Office of Administrative Law approved adoption of Article 22.5 Drought Emergency Water Conservation pursuant to Section 1058.5 of the California State Water Code requiring water agencies within the state to impose conservation measures and water waste prohibitions including mandatory restrictions on the number of watering days and the imposition of fines for violations, and placed prohibitions on certain water use activities by all Californians.

The prohibitions placed on certain water use activities by all persons in the regulations may be enforced by local agencies, including the imposition of fines,

pursuant to 23 CFR section 864. Nothing in the regulations or in the enforcement provisions of the regulations, preclude a local agency from exercising its authority to adopt more stringent conservation measures. Moreover, the Water Code does not impose a mandatory penalty for violations of the regulations adopted by the State and local agencies retain their enforcement discretion in enforcing the regulations, to the extent authorized, and may develop their own progressive enforcement practices to encourage conservation.

SUMMARY:

The City of Cudahy ("City") is not a water agency in the State of California, and water is provided to residents and businesses in the City through three water agencies. Therefore, the mandatory regulations the State has placed on water agencies and their water shortage conservation plans do not apply the City. The State will however, be working with the water agencies providing water to the City residents and businesses to implement water conversation efforts, such as providing additional education and information concerning the ongoing water shortage conditions to water customers and encouraging voluntary reduction in water usage.

To aid the ongoing state-wide water conservation efforts, the City may opt to:

Option 1
Adopt an ordinance which allows City employees (likely code enforcement employees) to impose fines for individuals that are found to be conducting any of the prohibited activities pursuant to Section 864 of the State regulations. These prohibited activities are:

1. The application of potable water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures;
2. The use of a hose that dispenses potable water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use;
3. The application of potable water to driveways and sidewalks; and
4. The use of potable water in a fountain or other decorative water feature, except where the water is part of a recirculating system.

Section 864 allows local agencies to impose fines for violations of these prohibitions of up to $500 per day per violation.

Option 2
A second option encouraging water conservation is to direct City staff to provide informational materials to properties that are the subject of complaints of water usage violations and inform the community that they should call a designated City department to file complaints of violations of Section 864.

Option 3

The State regulations do not preclude local agencies from adopting conservation measures. Water agencies use water shortage conversation plans to monitor the water usage of their customers so they can adjust water usage restrictions accordingly. The City does not have access or control over that water usage data, however the City could explore options other non-water-agency cities are using to encourage and/or enforce water conservation in their jurisdictions.

ATTACHMENTS:

State Water Resources Control Board Resolution 2014-0038.

STATE WATER RESOURCES CONTROL BOARD
RESOLUTION NO. 2014-0038

TO ADOPT AN EMERGENCY REGULATION
FOR STATEWIDE URBAN WATER CONSERVATION

WHEREAS:

1. On April 25, 2014, Governor Edmund G. Brown Jr. issued an executive order to strengthen the state's ability to manage water and habitat effectively in drought conditions and called on all Californians to redouble their efforts to conserve water. The executive order finds that the continuous severe drought conditions present urgent challenges across the state including water shortages in communities and for agricultural production, increased wildfires, degraded habitat for fish and wildlife, threat of saltwater contamination, and additional water scarcity if drought conditions continue into 2015. The National Integrated Drought Information System reported that nearly 80% of the state was reported to be under "extreme" drought conditions at the end of June;

2. The executive order refers to the Governor's Proclamation No. 1-17-2014, issued on January 17, 2014, declaring a State of Emergency to exist in California due to severe drought conditions. The January Proclamation notes that the state is experiencing record dry conditions, with 2014 projected to become the driest year on record. Since January, state water officials indicate that reservoirs, rainfall totals and the snowpack remain critically low. This follows two other dry or below average years, leaving reservoir storage at alarmingly low levels. The January Proclamation highlights the State's dry conditions, lack of precipitation and the resulting effects on drinking water supplies, the cultivation of crops, and the survival of animals and plants that rely on California's rivers and streams. The January Proclamation also calls on all Californians to reduce their water usage by 20 percent;

3. There is no guarantee that winter precipitation will alleviate the drought conditions that the executive orders address, which will lead to even more severe impacts across the state if the drought wears on;

4. Water Code section 1058.5 grants the State Water Board the authority to adopt emergency regulations in certain drought years in order to: "prevent the waste, unreasonable use, unreasonable method of use, or unreasonable method of diversion, of water, to promote water recycling or water conservation, to require curtailment of diversions when water is not available under the diverter's priority of right, or in furtherance of any of the foregoing, to require reporting of diversion or use or the preparation of monitoring reports";

5. Over 400,000 acres of farmland are expected to be fallowed, thousands of people may be out of work, communities risk running out of drinking water, and fish and wildlife will suffer.

6. Many Californians have taken bold steps over the years and in this year to reduce water use; nevertheless, the dire nature of the current drought requires additional conservation actions from residents and businesses. Some severely affected communities have implemented water rationing, limiting water use in some cases to only 50 gallons per person per day, foregoing showers, laundry, toilet flushing, and all outdoor watering.

7. Water conservation is the easiest, most efficient and most cost effective way to quickly reduce water demand and extend supplies into the next year, providing flexibility for all California communities. Water saved this summer is water available next year, giving water suppliers the flexibility to manage their systems efficiently. The more water that is conserved now, the less likely it is that a community will experience such dire circumstances that water rationing is required ;

8. Most Californians use more water outdoors than indoors. In many areas, 50 percent or more of daily water use is for lawns and outdoor landscaping. Outdoor water use is generally discretionary, and many irrigated landscapes would not suffer greatly from receiving a decreased amount of water;

9. Public information and awareness is critical to achieving conservation goals and the Save Our Water campaign, run jointly by the Department of Water Resources (DWR) and the Association of California Water Agencies, is an excellent resource for conservation information and messaging that is integral to effective drought response (http://saveourwater.com).

10. Enforcement against water waste is a key tool in conservation programs. When conservation becomes a social norm in a community, the need for enforcement is reduced or eliminated;

11. The emergency regulations set a minimum standard requiring only modest lifestyle changes across the state. Many communities are already doing more and have been for years. They should be commended, but can and should do more. Others are not yet doing so and should at least do this, but should do much more given the severity of the drought;

12. On July 8, 2014, the State Water Board issued public notice that the State Water Board would consider the adoption of the regulation at the Board's regularly-scheduled July 15, 2014 public meeting, in accordance with applicable State laws and regulations. The State Water Board also distributed for public review and comment a Finding of Emergency that complies with State laws and regulations;

13. On April 25, 2014, the Governor suspended the California Environmental Quality Act's application to the State Water Board's adoption of emergency regulations pursuant to Water Code section 1058.5 to prevent the waste, unreasonable use, unreasonable method of use, or unreasonable method of diversion of water, to promote water recycling or water conservation;

14. As discussed above, the State Water Board is adopting the emergency regulation because of emergency drought conditions, the need for prompt action, and current limitations in the existing enforcement process;

15. Disadvantaged communities may require assistance in increasing water conservation and state agencies should look for opportunities to provide assistance in promoting water conservation;

16. Nothing in the regulations or in the enforcement provisions of the regulations, preclude a local agency from exercising its authority to adopt more stringent conservation measures. Moreover, the Water Code does not impose a mandatory penalty for violations of the regulations adopted by this resolution and local agencies retain their enforcement discretion in enforcing the regulations, to the extent authorized, and may develop their own progressive enforcement practices to encourage conservation.

THEREFORE BE IT RESOLVED THAT:

1. The State Water Board adopts California Code of Regulations, title 23, sections 863, 864, and 865, as appended to this resolution as an emergency regulation;

2. The State Water Board staff will submit the regulation to the Office of Administrative Law (OAL) for final approval;

3. If, during the approval process, State Water Board staff, the State Water Board, or OAL determines that minor corrections to the language of the regulation or supporting documentation are needed for clarity or consistency, the State Water Board Executive Director or designee may make such changes;

4. These regulations shall remain in effect for 270 days after filing with the Secretary of State unless the State Water Board determines that it is no longer necessary due to changed conditions, or unless the State Water Board renews the regulations due to continued drought conditions as described in Water Code section 1058.5;

5. The State Water Board directs staff to provide the Board with monthly updates on the implementation of the emergency regulations and their effect;

6. Directs State Water Board staff to condition funding upon compliance with the emergency regulations, to the extent feasible;

7. Directs State Water Board staff to work with the Department of Water Resources and the Save Our Water campaign to disseminate information regarding the emergency regulations; and

8. Directs State Water Board staff in developing an electronic reporting portal to include data fields so that local agencies may provide monthly reporting data on (i) conservation-related implementation measures or enforcement actions taken by the local agency and (ii) substitution during the drought of potable water with recycled water to extend water supplies.

THEREFORE BE IT FURTHER RESOLVED THAT:

9. The State Water Board commends water suppliers that have increased conservation messaging and adopted innovative strategies to enhance customer awareness of water use, such as applications that let customers compare their water use to water use by others; reduce system losses, such as fixing system leaks which can deplete supplies by 10 percent or more; and establish incentives to reduce demand, such as tiered or drought rate structures. The State Water Board also commends all Californians that have already been working to maximize their conservation efforts, both at home and at work;

10. The State Water Board calls upon water suppliers to take the following actions:

Educate customers and employees

- Retail water suppliers should provide notice of the regulations in English and Spanish in one or more of the following ways: newspaper advertisements, bill inserts, website homepage, social media, notices in public libraries;
- Wholesale suppliers should include reference to the regulations in their customer communications;
- All water suppliers should train personnel on the regulations;
- All water suppliers should provide signage where recycled or reclaimed water is being used for activities that the emergency regulations prohibit with the use of potable water, such as operation of fountains and other water features;
- All water suppliers should redouble their efforts to disseminate information regarding opportunities and incentives to upgrade indoor fixtures and appliances;
- All water suppliers should use education and the tools available through the Save Our Water website (http://saveourwater.com); and
- All water suppliers should educate and prepare their boards and councils on the drought response actions contained in the emergency regulations and in this resolution, and to make sure that drought response items are placed on agendas as early as possible;

Increasing local supplies

- All water suppliers should accelerate the completion of projects that will conserve potable water by making use of non-potable supplies, such as recycled water, "greywater," and stormwater collection projects;
- All water suppliers should improve their leak reporting and response programs and request that police and fire departments and other local government personnel report leaks and water waste that they encounter during their routine duties/patrols;
- Smaller water suppliers – those with fewer than 3,000 service connections – should take proactive steps to secure their communities' water supplies and educate their customers about water conservation and the status of their supply reserves;
- All water suppliers should conduct water loss audits and make leak detection and repair a top priority for the duration of the drought; and
- All urban water suppliers should evaluate their rate structures and begin to implement needed changes as part of planning for another dry year. Information and assistance on setting and implementing drought rates is available from the Alliance for Water Efficiency. (http://www.allianceforwaterefficiency.org/).

11. The State Water Board calls on all Californians to take the following additional actions:
    - Further reduce water demand, whether by using less water in daily routines indoors and out, retrofitting appliances and installing greywater and rainwater catchment systems; and
    - Check residential and business water bills to see if there are high charges that may indicate a leak and to fix the leak, if they are able, or contact their local water utility if they need assistance.

12. The State Water Board encourages its staff, the Department of Water Resources, the Public Utilities Commission, urban water suppliers, and other local agencies to look for opportunities to encourage and promote new technologies that reduce water usage, including through timely access to water usage information and behavioral response.

13. The State Water Board encourages all state and local agencies to look for additional opportunities to minimize potable water use in outdoor spaces.

14. The State Water Board encourages investor-owned utilities to expeditiously submit applications for implementation of the regulations to the California Public Utilities Commission.

CERTIFICATION

The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the State Water Resources Control Board held on July 15, 2014.

AYE:	Chair Felicia Marcus Vice Chair Frances Spivy-Weber Board Member Steven Moore Board Member Dorene D'Adamo
NAY:	None
ABSENT:	Board Member Tam M. Doduc
ABSTAIN:	None

Jeanine Townsend
Clerk to the Board

PROPOSED TEXT OF EMERGENCY REGULATIONS

Article 22.5. Drought Emergency Water Conservation

Sec. 863 Findings of Drought Emergency

(a) The State Water Resources Control Board finds as follows:

(1) On January 17, 2014, the Governor issued a proclamation of a state of emergency under the California Emergency Services Act based on drought conditions;

(2) On April 25, 2014, the Governor issued a proclamation of a continued state of emergency under the California Emergency Services Act based on continued drought conditions;

(3) The drought conditions that formed the basis of the Governor's emergency proclamations continue to exist;

(4) The present year is critically dry and has been immediately preceded by two or more consecutive below normal, dry, or critically dry years; and

(5) The drought conditions will likely continue for the foreseeable future and additional action by both the State Water Resources Control Board and local water suppliers will likely be necessary to further promote conservation.

Authority: Wat. Code, § 1058.5.
References: Wat. Code, §§ 102, 104, 105.

Sec. 864 Prohibited Activities in Promotion of Water Conservation

(a) To promote water conservation, each of the following actions is prohibited, except where necessary to address an immediate health and safety need or to comply with a term or condition in a permit issued by a state or federal agency:

(1) The application of potable water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures;

(2) The use of a hose that dispenses potable water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use;

(3) The application of potable water to driveways and sidewalks; and

(4) The use of potable water in a fountain or other decorative water feature, except where the water is part of a recirculating system.

(b) The taking of any action prohibited in subdivision (a) of this section, in addition to any other applicable civil or criminal penalties, is an infraction, punishable by a fine of up to five hundred dollars ($500) for each day in which the violation occurs.

Authority: Wat. Code, § 1058.5.
References: Wat. Code, §§ 102, 104, 105.

PROPOSED TEXT OF EMERGENCY REGULATIONS

Sec. 865 Mandatory Actions by Water Suppliers

(a) The term "urban water supplier," when used in this section, refers to a supplier that meets the definition set forth in Water Code section 10617, except it does not refer to suppliers when they are functioning solely in a wholesale capacity, but does apply to suppliers when they are functioning in a retail capacity.

(b)(1) To promote water conservation, each urban water supplier shall implement all requirements and actions of the stage of its water shortage contingency plan that imposes mandatory restrictions on outdoor irrigation of ornamental landscapes or turf with potable water.

(2) As an alternative to subdivision (b)(1), an urban water supplier may submit a request to the Executive Director for approval of an alternate plan that includes allocation-based rate structures that satisfies the requirements of chapter 3.4 (commencing with section 370) of division 1 of the Water Code, and the Executive Director may approve such an alternate plan upon determining that the rate structure, in conjunction with other measures, achieves a level of conservation that would be superior to that achieved by implementing limitations on outdoor irrigation of ornamental landscapes or turf with potable water by the persons it serves to no more than two days per week.

(c) To promote water conservation, each urban water supplier that does not have a water shortage contingency plan or has been notified by the Department of Water Resources that its water shortage contingency plan does not meet the requirements of Water Code section 10632 shall, within thirty (30) days, limit outdoor irrigation of ornamental landscapes or turf with potable water by the persons it serves to no more than two days per week or shall implement another mandatory conservation measure or measures intended to achieve a comparable reduction in water consumption by the persons it serves relative to the amount consumed in 2013.

(d) In furtherance of the promotion of water conservation each urban water supplier shall prepare and submit to the State Water Resources Control Board by the 15th of each month a monitoring report on forms provided by the Board. The monitoring report shall include the amount of potable water the urban water supplier produced, including water provided by a wholesaler, in the preceding calendar month and shall compare that amount to the amount produced in the same calendar month in 2013. Beginning October 15, 2014, the monitoring report shall also estimate the gallons of water per person per day used by the residential customers it serves. In its initial monitoring report, each urban water supplier shall state the number of persons it serves.

(e) To promote water conservation, each distributor of a public water supply, as defined in Water Code section 350, that is not an urban water supplier shall, within thirty (30) days, take one or more of the following actions:

(1) Limit outdoor irrigation of ornamental landscapes or turf with potable water by the persons it serves to no more than two days per week; or

(2) Implement another mandatory conservation measure or measures intended to achieve a comparable reduction in water consumption by the persons it serves relative to the amount consumed in 2013.

Authority: Wat. Code, § 1058.5.
References: Wat. Code, §§ 102, 104, 105; 350; 10617; 10632.

AGENDA REPORT

MEETING DATE:	August 19, 2014
TO:	Honorable Mayor and Members of the City Council
THROUGH:	Jose E. Pulido, City Manager
FROM:	Steven Dobrenen, Director of Finance
TITLE:	**Internal Control Update**

RECOMMENDATION:

The City Council is requested to establish a finance sub-committee to meet on a quarterly basis to receive update that can be related to the full City Council in the sub-committee section of the Agenda. The first meeting would be 2 p.m. Thursday, October 2, 2014 to discuss the quarter ended September 30, 2014. Quarterly meetings thereafter would be the first Thursday after the end of each quarter.

BACKGROUND:

1) At the June 28, 2014 Town Hall meeting representatives from the State Controller's Office (SCO) presented the results of their audits/reviews for the periods ended June 30, 2012 to the community members of the City of Cudahy. The Finance Director had an opportunity to report that since the period covered by the SCO's review report that the City was in-process on 75% of the recommendations contained in the review report and that about one-third of those had been completed.

2) The following progress has been made to the internal control systems:

   a) Bank reconciliations are being performed on a monthly basis and in a timely manner;

   b) The contract for lobbying services was reviewed and canceled;

   c) Meals purchased with credit cards have a list of individuals participating and the business purpose is documented. Credit card statements are reviewed and unsupported or unfamiliar items are questioned;

   d) The request for availability of government rates for hotel stays is being documents. In all cases the conference rate for the hotel stay was more favorable;

e) City credit cards have been reduced to only a few individuals. Receipts are required from card holders; payment is not made on the statement alone;

f) An affirmative statement of review of calculations of leave pay buy-outs for management and non-management personnel was documented. Additionally, approval of the calculation included a statement that no appointed officials were participating in the leave pay buy out;

g) The City has a listing of fixed assets. As part of the year end close and preparation for the annual audit an inventory will being taken and the listing updated. Records are being maintained in accordance with the City's retention program;

h) While a budget was not adopted prior to June 30, a continuing appropriation was approved by the City Council to allow the City to operate with the prior year's budget. An expiration date of September 2, 2014 was imposed to ensure that t a budget would be discussed and adopted; and

i) Opening Fund Balance in the Financial Transaction Report (FTR) submitted to the State Controller's Office will be reconciled to the ending balance in the audited financial statements for the fiscal year ended June 30, 2013. The prior period adjustment reported, if any, in the FTR will explain and reconcile the adjustments.

3) A non-public memorandum was issued to the Honorable Mayor and Members of the City Council on July 30, 2014 which describes matters including but not limited to internal controls and the establishment of a finance sub-committee to meet quarterly to discuss the progress that the City has made and will be making relating to the State Controller Office Review Report.

4) A timeline for implementing the 33 recommendations included in the Review Report from the California State Controller has been included as Exhibits A & B. The recommendations were based upon the SCO's review of primarily contracts, payroll, and cash disbursements. Two of the recommendations related to the SCO's evaluation of the City as a whole based upon interviews with City staff, review of minutes of City Council meetings. The results were included as Appendix A to the SCO's Review Report. The SCO's evaluated the City in 5 areas:

a) Management Oversight and Control (also called the Control Environment);

b) Risk Assessment;

c) Control Activities;

d) Information and Communication; and

e) Monitoring

5) A timeline for implementing the 79 elements of organizational controls listed in Appendix A to the SCO's Review Report has been established and is a subset of the timeline for the overall implementation of the Recommendations issued by the SCO.

6) Sonnenberg & Company CPAs issued a SAS 115: Communication of Material Weaknesses letter on January 3, 2013 relating to Fiscal Year 11/12. During Fiscal Year 13/14 the recommendations were taken seriously and changes were made to address the weaknesses that had been described. Significant process was made during Fiscal Year 13/14 to address these matters. Changes to internal control included:

   a) Implementation of segregation of duties between Human Resources and Payroll;

   b) Implementation and documenting a heightened level of review over the processing of bi-weekly payroll;

   c) Implementation and documenting approval and changes made to the payroll system by Human Resources Department;

   d) Implementation and documenting a heightened level of review over the processing of cash disbursements; and

   e) Implementation and documenting a management level review of journal entries;

7) Other changes to the internal control system that will be discussed at a finance sub-committee meeting.

ANALYSIS:

As discussed above the City's internal controls have improved since the effective dates of the State Controller Office (SCO) Review Report and the Recommendation Letter issued by Sonnenberg & Company CPAs relating to the same period covered by the SCO's review report.

In order to properly facilitate discussion and timely updates to the City Council, a finance sub-committee should be established to facilitate discussion of progress relating to the recommendations of the SCO's Review Report for the past quarter and the upcoming goals for the next quarter. Matters will be discussed at these meetings involving matters that are may not appropriate to be discusses at a public meeting. One of the members of the sub-committee would report back to the full council. Meeting less than quarterly would be counter-productive as the steps necessary to enact the steps to compliance and implementation will be developed at the beginning of each quarter rather than being set forth for the entire project. The implementation of those tasks would be accomplished in the second to tenth week of the quarter and a time to prepare the results the last two weeks of the quarter.

FISCAL IMPACT:

The impact of implementing future changes to the organization is not know at this time and would be difficult to track specific costs associated with implementation.

Attachments:

Exhibit A – Review Report from State Controller – July 1, 2010 through June 30, 2012

Exhibit B – Detail of Timeline of Implementation of SCO Recommendations

City of Cudahy
Review Report from California State Controller
July 1, 2010 through June 30, 2012

Timeline	Improvement	Compliance	Status	Recommendations 1	2	3	4	5	6	7	8	9	10	Results of AIAC	Gov Code 12464	Fund Balance
Current		9%	3	-	-	2	-	-	-	-	1	-	-	-	-	-
9/30/2014	15%	24%	8	1	2	-	2	-	-	-	-	-	-	-	-	-
12/31/2014	30%	55%	18	1	2	-	-	1	4	1	-	-	1	-	-	-
3/31/2015	18%	73%	24	-	-	-	-	-	1	3	-	-	-	-	2	-
6/30/2015	9%	82%	27	-	-	-	2	-	-	-	-	1	-	-	-	-
9/30/2015	0%	82%	27	-	-	-	-	-	-	-	-	-	-	-	-	-
12/31/2015	0%	82%	27	-	-	-	-	-	-	-	-	-	-	-	-	-
3/30/2016	0%	82%	27	-	-	-	-	-	-	-	-	-	-	-	-	-
6/30/2016	12%	94%	31	-	-	-	2	-	-	-	-	-	-	2	-	-
9/30/2016	6%	100%	33	1	-	-	-	-	-	-	-	-	-	-	-	1
		Total	33	3	4	2	6	1	5	4	1	1	1	2	2	1

Results of Analysis of City's Administrative and Internal Accounting Controls (AIAC)

Timeline	Improvement	Compliance	Status	Management Oversight and Control (Control Environment)	Risk Assessment	Control Activities	Information and Communication	Monitoring
Current	8%	8%	6	2	2	1	0	1
Policies & Procedures	12%	20%	16	6	2	4	0	4
12/31/2014	7%	27%	21	8	2	6	0	5
3/30/2015	12%	39%	31	11	3	6	2	9
6/30/2015	24%	63%	50	21	4	7	4	14
9/30/2015	18%	81%	64	26	4	10	8	16
12/31/2015	9%	90%	71	26	11			
3/30/2016	0%	90%	71	26				
6/30/2016	10%	100%	79	34				

Detail of Timeline of Implementation of SCO Recommendations

	Not Started	Completed	In-Process
Percent	21%	79%	
		23%	
Count	7	6	20

Noncompliance with Government Code section 12464

Recommendation:

The above findings should be taken into consideration when preparing future Financial Transaction Reports. Amounts reported should be reconciled to the City's CAFR. Also, the City should ensure that internal control findings and recommendations noted in this report are reviewed and evaluated for impact on future reporting. — 1,2

Results of Analysis of City's Administrative and Internal Accounting Controls

Recommendation

While there are specific recommendations to address the findings described below, from a broader perspective, we recommend that the City develop a comprehensive remedial plan to address the deficiencies noted in the Appendix. The plan should identify the tasks to be performed, and milestones and timelines for completion. In addition, we recommend that the Cudahy City Council require periodic public updates on the progress in implementing the remedial plan. — 3,4

FINDING 1- Questionable leave and other pay for some City officials

Recommendation

The City Council should review the calculations and approve appointed positions' salaries, Leave Pay, and Other Pay, including payout of unused sick leave and vacation time. The City Manager, or his or her designee, should be responsible for calculating and approving payouts for non-appointed management group members. — 5 — 6

The City should review the Leave Pay and Other Pay to officials to determine if the City overpaid, and seek refunds where necessary. — 7

FINDING 2 - City officials failed to comply with and violated City's municipal code over contracts

Recommendation

The City Council should direct City officials to comply with the City's municipal code pertaining to contracting. In addition, the City should ensure that: — 8

Contracts are properly executed and approved, including the use of competitive bidding and City Council approval when required; — 9

Payments do not exceed contract amounts; and — 10

Payments are for contracted services. — 11

Detail of Timeline of Implementation of SCO Recommendations

Percent	21%	79%	
		23%	
Count	7	6	20
	Not Started	Completed	In-Process

FINDING 3 - Questionable payments for lobbying services

Recommendation:

The City should review and evaluate all contract terms, especially the description and scope of services to be provided. The invoices should include a full description of services and should be reviewed and approved prior to payment.		12,13	

FINDING 4 - The City failed to exercise adequate control over expenses charged to City-issued credit cards

Recommendation

The City should implement appropriate control measures to ensure proper review and approval of all charges relating to meals, lodging, and incidental expenses including City-issued credit card charges. This should include:			14
A comprehensive travel policy which establishes clear guidance for travel, including the purpose of the trip and documentation requirements, and sets limits on lodging rates, meals, and other travel expenses;			15
A policy governing circumstances for which business meals are authorized, including documentation requirements, and limits on the maximum amount allowable for business meals; and	16		
An expedited payment process to avoid late charges.			17
We also recommend that the City review the questionable charges noted above and determine whether the City officials and employees should be required to refund the City for all or part of them. The City should also consider performing a review of travel and meal expenses for the period of our review to determine whether additional refunds should be sought.	18,19		

FINDING 5 - Mismanagement of state grant funds

Recommendation:

The City should establish and implement grant management policies and procedures to ensure that the City properly manages and accounts for grants awarded to the City whether they are administered by City staff or by consultants.			20

Detail of Timeline of Implementation of SCO Recommendations

Percent	21%	79%	
		23%	
Count	7	6	20
	Not Started	Completed	In-Process

FINDING 6 - The City's fixed assets were not properly and accurately accounted for

Recommendation:

We recommend that the City ensure consistent City-wide procedures for fixed asset accounting, management, control, and accountability including:

21

Proper financial accounting and reporting in accordance with Generally Accepted Accounting Principles (GAAP), the Governmental Accounting Standards Board (GASB), and other applicable government accounting standards;

22

A complete and accurate listing of fixed assets of significant value;

23

A description of the responsibilities of stewardship involved in safeguarding such an important and valuable public investment; and

24

Maintenance of fixed asset records for the life of each asset which should be retained in accordance with the City's retention program.

25

FINDING 7 - The City's Accounting Policy and Procedures Manual has not been updated

Recommendation

The City should review and update its Manual to ensure consistency with current processes and organizational structure, and perform periodic and ongoing reviews to ensure proper documentation, accuracy, and completeness in its financial transactions and records.

26

The updated Manual should be readily available to all responsible employees. It should clearly state the authority and responsibility of all employees, especially the authority to authorize transactions and the responsibility for the safekeeping of assets and records.

27

The Manual should also indicate which employees are to perform which procedures. Procedures should be described as they are actually intended to be performed. Also, the documentation of accounting policies and procedures should explain the design and purpose of procedures related to controls to increase employee understanding of and support for controls.

29

28

FINDING 8 - Bank reconciliations not performed, reviewed, and approved

Recommendation:

The City should establish and implement procedures to properly document monthly bank reconciliation process and ensure that bank reconciliations are completed, reviewed, and approved timely.

30

Detail of Timeline of Implementation of SCO Recommendations

Percent	21%	79%	
		23%	
Count	7	6	20
	Not Started	Completed	In-Process

FINDING 9 - Insufficient records of City Council meeting minutes and resolutions

Recommendation

We recommend that the City Clerk establish policies and procedures to ensure that City Council activities are properly recorded, retained, and available to the public as required by state law. 31

FINDING 10 - Delayed submission and adoption of annual budgets and amendments

Recommendation:

The City should develop a policy and procedures to ensure that proposed budgets and amendments are submitted to the City Council with adequate time to discuss the City's proposal, make changes where appropriate, and approve the annual budget before the start of the new fiscal year and amendments prior to the end of the fiscal year. 32

Observation- Continued decline in general fund balance

Conclusion

The above table indicates that for FY 2009-10, FY 2010-11, and FY 2011-12, the City did not receive sufficient revenues to fund the level of services provided. The City should monitor the changes to its fund balance to ensure that revenues received are equal to or more than expenditures incurred. This will ensure that the City will be able to continue to provide current services and to avert fiscal emergencies. 33

RESOLUTION NO. SA 14-26

RESOLUTION OF THE SUCCESSOR AGENCY FOR THE FORMER CUDAHY COMMUNITY DEVELOPMENT COMMISSION/REDEVELOPMENT AGENCY APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH URBAN FUTURES, INC. FOR THE PREPARATION OF A LONG-RANGE PROPERTY MANAGEMENT PLAN PURSUANT TO HEALTH AND SAFETY CODE SECTION 34191.5(B)

WHEREAS, the City of Cudahy (the "City") authorized the formation and operation of a community redevelopment agency within the territorial jurisdiction of the City pursuant to California state law ("State law"); and

WHEREAS, the former Cudahy Community Development Commission/Redevelopment Agency undertook the redevelopment of certain areas of the City in reliance upon the provisions of State law; and

WHEREAS, the State of California (the "State") has ordered the former Cudahy Community Development Commission/Redevelopment Agency to be dissolved under the provisions of ABX1 26 (Stats 2011-12, 1st Ex. Sess., Chapter 5), as amended by AB 1484 (Stats 2012, Chapter 26), and collectively the State legislation identified in this sentence is referred to herein as the "State Redevelopment Dissolution Law"; and

WHEREAS, the City as Successor Agency to the former Cudahy Community Development Commission/Redevelopment Agency ("Successor Agency") has initiated the implementation of the State Redevelopment Dissolution Law; and

WHEREAS, Health and Safety Code section 34191.5(b) requires the Successor Agency to prepare a long-range property management plan that addresses the disposition and use of the real properties of the former Cudahy Community Development Commission/Redevelopment Agency; and

WHEREAS, Urban Futures, Inc. represents that it is fully qualified to perform such professional services for the preparation of such a long-range property management plan for the Successor Agency, as set forth in the agreement attached hereto as **Exhibit "A,"** (the "Agreement") by virtue of its experience and the training, education and expertise of its principals, employees, and subcontractors; and

WHEREAS, Urban Futures, Inc. further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in the Agreement.

WHEREAS, the City and the Successor Agency have both determined that it is necessary and appropriate to enter into the Agreement, so that the City and the

Successor Agency may comply with the State Redevelopment Dissolution Law and prepare a long-range property management plan.

NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE FORMER CUDAHY COMMUNITY DEVELOPMENT COMMISSION/REDEVELOPMENT AGENCY DOES RESOLVE AS FOLLOWS:

SECTION 1. **Recitals**. The recitals set forth above are true and correct and incorporated herein by reference.

SECTION 2. **Approval of Professional Services Agreement**. The Successor Agency approves the Agreement with Urban Futures, Inc. for the preparation of a long-range property management plan, in accordance with Health and Safety Code section 34191.5(b).

SECTION 3. **Execution of Loan Agreement**. The Executive Director is authorized and directed to take such other and further action consistent with this Resolution and sign any documents, as necessary, in order to implement this Resolution on behalf of the Successor Agency.

SECTION 4. **Direction to Successor Agency Staff**. Successor Agency staff is directed to cause the Agreement to be enrolled as a Successor Agency obligation on the next Recognized Obligations Payment Schedule ("ROPS").

SECTION 5. This Resolution shall take effect upon adoption. The Chair of the Successor Agency shall certify to the adoption of this Resolution.

PASSED AND ADOPTED by the Successor Agency to the former Cudahy Community Development Commission/Redevelopment Agency at its meeting on this 19th day of August, 2014.

_____

Chris Garcia,
Mayor of the City of Cudahy as Successor Agency to the former Cudahy Community Development Commission/ Redevelopment Agency

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF CUDAHY)

I, Chair of the Successor Agency, do hereby certify that the above and foregoing Resolution No.SA 14-26 was passed, approved, and adopted by the Successor Agency to the former Cudahy Community Development Commission/Redevelopment Agency of the City of Cudahy, signed by the Chair and attested by the Chair at a meeting of said Successor held on this 19th day of August 2014, and that said Resolution was adopted by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Chair of the Successor Agency

EXHIBIT A:
PROFESSIONAL SERVICES AGREEMENT WITH URBAN FUTURES, INC.

UFI URBAN FUTURES | Incorporated

July 14, 2014

Mr. Michael Allen
Acting City Manager/
Community Development Director
City of Cudahy
5220 Santa Ana Street
Cudahy, California 90201

Re: **Proposal for Preparation of a Long-Range Property Management Plan**

Dear Mr. Allen:

In response to your request, Urban Futures, Inc. ("UFI") is pleased to submit the enclosed proposal to prepare a Long-Range Property Management Plan ("LRPMP") for the Cudahy Successor Agency.

Having worked with over 150 different cities since its inception, UFI has a proven track record of meeting its clients' needs in a cost effective and timely way. We are confident that the extensive experience and capabilities of our professional team of consultants will be of significant assistance to the Successor Agency. Given our qualifications and experience with respect to providing redevelopment wind-down related services to 28 successor agencies, inclusive of the data gathering phase for the Cudahy Successor Agency's LRPMP, we believe we are uniquely able to provide the needed consulting services in an innovative, comprehensive, effective and timely manner. In that regard, we have enclosed our proposal and staff qualifications with respect to the requested services.

We look forward to assisting the Successor Agency with respect to this important endeavor. If you have any questions or need additional information, please contact me at (714) 283-9334.

Sincerely,
URBAN FUTURES, INC.

MICHAEL P. BUSCH
President & CEO

MPB:nmb

Enclosure

Scope of Work
for the Preparation of a
Long-Range Property Management Plan

Background

On February 20, 2014, Urban Futures, Inc. ("UFI") proposed to assist the Cudahy Successor Agency ("Successor Agency") by preparing and managing its Long-Range Property Management Plan ("LRPMP"). On April 1, 2014, the Successor Agency informed UFI that it had retained UFI to carry-out the data gathering and assessment component (or first phase) of preparing the LRPMP. On July 1, 2014, UFI provided the Successor Agency's representatives with a status update report with respect to the LRPMP's first phase and recommended that the Successor Agency authorize the second phase of the preparation of the LRPMP generally consistent with approach and structure described in status update report. As a follow-up to status update report UFI was invited to submit its proposal to complete the LRPMP.

Scope of Work

Consistent with the foregoing, UFI will prepare the Cudahy Successor Agency's LRPMP consistent with the following requirements:

A. The LRPMP shall include an inventory of all properties in the Community Redevelopment Property Trust Fund, which was established to serve as the repository of the former redevelopment agency's real properties. The inventory shall consist of all of the following information:

- The date of the acquisition of the property and the value of the property at that time, and an estimate of the current value of the property.
- The purpose for which the property was acquired.
- Parcel data, including address, lot size, and current zoning in the former agency redevelopment plan or specific, community, or general plan.
- An estimate of the current value of the parcel including, if available, any appraisal information.
- An estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds.
- The history of environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation efforts.
- A description of the property's potential for transit-oriented development and the advancement of the planning objectives of the successor agency.
- A brief history of previous development proposals and activity, including the rental or lease of property.

B. The LRPMP shall address the use or disposition of all of the properties in the Community Redevelopment Property Trust Fund. Permissible uses include the:

1. Retention of the property for governmental use pursuant to HSC § 34181 (a);
2. Retention of the property for future development;
3. Sale of the property; or

4. Use of the property to fulfill an enforceable obligation.

The plan shall separately identify and list properties in the Trust Fund dedicated to governmental use purposes and properties retained for purposes of fulfilling an enforceable obligation. With respect to the use or disposition of all other properties, all of the following shall apply:

- If the plan directs the use or liquidation of the property for a project identified in an approved redevelopment plan, the property shall transfer to the city, county, or city and county.
- If the plan directs the liquidation of the property or the use of revenues generated from the property, such as lease or parking revenues, for any purpose other than to fulfill an enforceable obligation or other than that specified in the immediately forgoing bullet item, the proceeds from the sale shall be distributed as property tax to the taxing entities.
- Property shall not be transferred to a successor agency, city, county, or city and county, unless the LRPMP has been approved by the Oversight Board and the Department of Finance ("DOF").

C. Provide any other related service required to prepare and/or process the LRPMP for approval, which will include, but not be limited to the preparation of Successor Agency and Oversight Board staff reports and resolutions, providing oral presentations to the Successor Agency, the Oversight Board and, as needed, the DOF, and participation in informal discussions and communications with the DOF with respect to the LRPMP. Further, UFI will make any revisions to the LRPMP resulting from the approval process.

Schedule of Performance

UFI estimates that the first comprehensive draft of LRPMP will be provided to the Successor Agency's representatives for review and comments within two-months of the receipt of the authorization to proceed. UFI will provide the final draft of the LRPMP within two-weeks of the date of the receipt of comments from the Successor Agency's representatives. The formal processing of the LRPMP for approval by the Successor Agency and the Oversight Board will be subject to the Successor Agency's and the Oversight Board's agenda establishment and posting requirements. Subject to unanticipated factors that may cause a delay in the process, it is projected that the Successor Agency will be able to file its LRPMP with DOF within four months of the issuance of the authorization to proceed.

Professional Services Rates Schedule

Due to the vagaries associated with the preparation of the LRPMP, UFI will carry out the Scope of Work on an actual time and materials basis with the overall costs of such services being governed by the financial limits defined within approved purchase orders utilizing the following professional service rate schedule:

Professional Staff	Hourly Rates
CEO/President	$ 245.00
Managing Principal	$ 225.00
Senior Project Manager/Planner	$ 120.00
Analyst/Manager	$ 95.00
Associate Staff	$ 75.00
Assistant Staff	$ 65.00
Clerical	$ 45.00

These rates will remain constant through June 30, 2015 and are subject to change thereafter. Costs for telephone, e-mail and facsimile expenses, postage and incidental photocopying are included within the above noted Professional Service Rates Schedule. The Professional Service Rates Schedule does not include out-of-pocket expenses that may be incurred during the accomplishment of the Scope of Work. Out of pocket expenses include, but are not limited to, all other necessary materials, supplies, services, printing, electronic data files, out of area travel, etc. All out-of-pocket expenses will be charged on an actual cost basis, plus 10%.

UFI recommends an initial purchase order authorization for the Scope of Work in the amount of **$25,000**. In addition, to the extent that the services required to prepare the LRPMP will exceed the initial authorization level, UFI will request appropriate supplemental budget authority prior to incurring any costs exceeding the then current limit. UFI will also provide an explanation regarding why supplemental budget authority is necessary to complete the Scope of Work.

KEY STAFF

UFI staff is comprised of highly skilled professionals able to handle assignments ranging from site-specific developer negotiations to community wide development strategies, grant projects and programs, entitlement processing, financial advisement, affordable housing programs, and economic development strategic plans. Michael Busch, Steve Dukett, and Kathleen Robles represent the key professional staff who will be assigned to work with the Successor Agency on this assignment. Steve Dukett will serve as the Managing Principal in charge of this engagement. An overview of the experience and education of our key staff is provided below. Other staff members will be used as necessary.

MICHAEL P. BUSCH, President & CEO

Michael Busch joined Urban Futures following a successful career in municipal government. Mr. Busch's municipal career consisted primarily of assistant/deputy city manager, finance, and project manager positions. As such, he has extensive experience in strategic planning, municipal finance, economic development/redevelopment, and project implementation leading to the issue of over $400 million in tax exempt debt offerings and implementation of several redevelopment and infrastructure projects. Mr. Busch has a unique background having served as a planner, finance director, city treasurer, deputy city manager and assistant city manager where he has demonstrated experience in capital improvement plan development, developer negotiations, development agreements, and capital project implementation.

Mr. Busch earned a Bachelor of Arts Degree from California State Polytechnic University Pomona in Urban and Regional Planning. He holds a Master of Arts Degree in Public Administration from California State University Long Beach with an emphasis in public finance and public works. He has served as the President of the Municipal Management Association of Southern California (MMASC) and most recently as Chair of Cal-ICMA.

STEVEN H. DUKETT, Managing Principal

Steve Dukett specializes in the planning and implementation of economic and community development, affordable housing, asset management, public facility, public infrastructure financing, grant programs and redevelopment agency wind-down services.

Mr. Dukett joined Urban Futures during 2007 after completing 34 years of service to local government, which included serving as Redevelopment Director with the Cities of Redlands, Upland, Hesperia, Ontario, Lancaster and San Bernardino. He also held a variety of professional, management and executive positions with the County of Los Angeles and its Community Development Commission. During his term with Hesperia, he also served as Acting City Manager. While in the public sector, Mr. Dukett managed a wide-variety of public and private development projects with combined values of approximately $1 billion. He has also guided 14 redevelopment plan adoptions or amendments and is particularly known for his deal making and deal closing skills. His background and skill-sets enables him to provide clients with an uncommon level of practical insight with respect to best practices in local government sponsored, initiated or assisted development. His background and expertise make him a frequent and popular choice for seminars and lectures in professional and public forums.

Mr. Dukett is a graduate of California State University, Los Angeles. He is a former Chairman of the Board of the California Association for Local Economic Development ("CALED") and a former Chairman of the Board of Regents of the California Academy for Economic Development. During April 2006 he was selected as the 12th "Golden Bear", which is CALED's highest award for career achievement in local economic development.

KATHLEEN L. ROBLES, Senior Project Manager

Kathleen Robles specializes in economic and community development, project management, roadway design, solid waste management, regulatory compliance, brownfields management, grant programs and redevelopment agency wind-down services.

Ms. Robles joined Urban Futures during 2012 after completing 25 years of service to local government, which included serving in responsible management positions with the San Bernardino County Economic Development Agency, the San Bernardino County Department of Economic and Community Development, the San Bernardino County Public Works Department, the City of San Bernardino Economic Development Agency, and the City of Yucaipa City Manager's office. While in the public sector, Ms. Robles managed a wide-variety of public and private development projects. Ms. Robles has been responsible for preparing housing compliance reports; analyzing Foreign Trade Zone designations for private businesses; obtaining an USDA USFS $4.4M grant for the economic use of Bark Beetle wood; the construction of the County's first groundwater treatment plant; the design and construction of

the City of San Bernardino's theater square infrastructure project; and successfully obtained the San Bernardino Valley Enterprise Zone designation.

Ms. Robles holds a Bachelor of Science degree in Business Management and a Master of Arts degree in Management with an emphasis in Human Resources, both from the University of Redlands. In addition to belonging to the Alfred North Whitehead Leadership Society, Ms. Robles belongs to and/or has belonged to ICSC, CALED, NBA, GWMA, Vice-President of CAEZ, and the Mountain Area Safety Task Force.

2014

PROFESSIONAL SERVICES AGREEMENT

(Engagement: Preparation of a Long Range Property Management Plan)
(Parties: Urban Futures, Inc. and City of Cudahy)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this 5th day of August 2014 (hereinafter, the "Effective Date"), by and between the City of Cudahy, a municipal corporation ("City") and Urban Futures, Inc., with its principal place of business located at 3111 N. Tustin Street, Suite 230, Orange, CA 2865-1753 (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, the former Cudahy Community Redevelopment Agency (the "Former Agency") was dissolved effective February 1, 2012, pursuant to ABX1 26 (Stats 2011-12, 1st Ex Sess., Chapter 5), as amended by AB 1484 (Stats 2012, Chapter 26) and collectively the State legislation identified in this sentence referred herein as the "State Redevelopment Dissolution Law"; and

WHEREAS, on May 20, 2014 the City Council for the City of Cudahy adopted Resolution No. 14-32 confirming and declaring the City's election to serve as the successor agency for the Former Agency; and

WHEREAS, pursuant to Health and Safety Code section 34173(b), the Successor Agency is a separate legal entity from the City; and

WHEREAS, Assembly Bill 1484, specifically under Health and Safety Code section 34191.5(b) requires that the successor agencies prepare a Long Range Property Management Plan that addresses the disposition and use of the real properties of the Form Agency; 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, employees and subcontractors; 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.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN CONTAINED, CITY AND CONSULTANT AGREE AS FOLLOWS:

I.
PROJECT, SCOPE AND TERM OF SERVICES AND COMPENSATION

1.1 SCOPE OF WORK: 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 proposal entitled "Proposal For Preparation of a Long Range Property Management Plan" dated as of July 14, 2014 which is attached and incorporated hereto as Exhibit "A" (hereinafter, the "Scope of Work"). Consultant 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 Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." The Work is inclusive of those tasks identified as being optional under the Scope of Work and such optional work shall not constitute Extra Work under Section 1.5 of this Agreement, below. Neither Consultant nor anyone acting on Consultant's behalf shall commence with the performance of the Work or any other related tasks until City issues a written notice to proceed (hereinafter, the "Notice to Proceed").

1.2 PROSECUTION OF WORK: The Parties agrees as follows:

a. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within three (3) calendar days of City's issuance of a Notice to Proceed and shall be completed at the earliest feasible time practicable, but in no event by a date no later than sixty (60) days from the issuance of the notice to proceed (hereinafter, the "Completion Date"). City, in its reasonable discretion, may grant Consultant additional time to complete the Work, provided (i) no grant of additional time shall exceed a period of sixty (60) calendar days from the original Completion Date; and (ii) Consultant shall have provided City with a written request for additional time no less than fourteen (14) calendar days prior to the original Completion Date, which notice shall specify the reason(s) why additional time is need, how much additional time is needed and what measures Consultant has taken to mitigate the need for additional time. The granting of such additional time by the City shall in no way entitle Consultant to compensation in excess of the Contract Price, defined below, in so far as the need of additional time is not reasonably attributable to City including, without limitation, an expansion of the Scope of Work as indicated by the City prior to the date of such notice described in the preceding sentence. In the event additional time is needed beyond the initial Term and the extension term contemplated above, Consultant shall submit a formal

written request fourteen (14) days prior to the expiration of the extension term, detailing what work needs to be completed and a good faith estimate of how much additional time is needed. In no event shall the additional request for time exceed thirty (30) calendar days. CITY has sole discretion to approve this request for additional time.

b. Consultant shall perform the Work continuously and with due diligence so as to complete the Work by the Completion Date. Consultant shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;

c. Consultant shall not claim or be entitled to receive any compensation or damage because of the failure of Consultant or its subconsultants, to have related services or tasks completed in a timely manner;

d. Consultant shall at all times enforce strict discipline and good order among Consultant's employees;

e. Consultant, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.3 COMPENSATION: Consultant shall perform and complete all of the services and tasks set forth under the Scope of Work at the rates of compensation set forth under page 4 of the Scope of Work under the heading "Professional Services Rates Schedule." If and when CONSULTANT's total aggregate compensation comes to exceed the sum of Twenty Thousand Dollars ($20,000.00), CONSULTANT shall meet and confer with the City Representatives before incurring additional charges and expenses that are in excess of TWENTY FIVE THOUSAND DOLLARS ($25,000.00). The purpose of the meet and confer session shall be to provide the City Representatives with a status update on the progress of the Work and to identify and implement strategies for ensuring that the Work can be completed on time and within the City Council's allocated budget without the need to request additional funding from the City Council. Consultant further agrees that the total compensation for the performance and completion of the tasks and related services contemplated under this Agreement shall not exceed the sum of TWENTY FIVE THOUSAND DOLLARS ($25,000.00) including third party expenses (hereinafter, the "Contract Price"), unless such added expenditure is first approved by the City acting in consultation with the City Manager and the Director of Finance. Consultant further agrees to perform each of the tasks identified in the Scope of Work in accordance with the cost schedule set forth on page 4 of the Scope of Work. 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 pending City approval of any anticipated expenditure in excess of the Contract Price or any other City-approved amendment to the compensation terms of this Agreement. The Contract Price is inclusive of the cost of performing those tasks identified as optional under the Scope of Work.

1.4 PAYMENT OF COMPENSATION: City shall compensate Consultant on a monthly basis. At the end of each month during the term of this Agreement, Consultant shall submit to City a monthly itemized statement indicating the work performed, costs incurred and hours of service rendered by Consultant and its various employees. The statement shall describe the specific tasks performed. Within fifteen (15) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

1.5 EXTRA WORK; COMPENSATION FOR EXTRA WORK:

A. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. For the purposes of this Agreement, the term "Extra Work" means any additional work, services or tasks not set forth in the Scope of Work but later determined by City to be necessary. Consultant shall not undertake nor shall Consultant be entitled to compensation for Extra Work without the prior written authorization of the City. Extra Work does not include any labor, materials, tools, supplies, equipment, services, tasks or incidental and customary work undertaken to competently perform and timely complete the Work and related tasks set forth in the Scope of Work.

B. Payments for any Extra Work shall be made to Consultant on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in the fee schedule. Fees for Extra Work shall be paid within sixty (60) calendar days of the date Consultant issues an invoice to City for such Extra Work.

1.6 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 right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.7 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 Work, Consultant shall deliver to City immediately and without delay, all materials, 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 Representative or his 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'S REPRESENTATIVE: Consultant hereby designates Michael P. Busch, to act as its representative for the performance of this Agreement (hereinafter, "Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. Consultant's 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's Representative shall constitute notice to Consultant.

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 to the highest standards applicable to the Consultant's profession;

B. Consultant shall perform all work in a manner reasonably satisfactory to the City;

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 (including but not limited to Consultant's subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by Consultant; and

F. All of Consultant's employees and agents (including but not limited to Consultant's 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.

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 the standard of care set forth under this Section or by any like failure on the part of Consultant's employees, agents, contractors, subcontractors and subconsultants. Such effort by Consultant to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the City Representatives in writing and absolute discretion. 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 in a skillful and competent manner equivalent to, the standard of performance generally recognized as being employed by professionals performing the same type of work and services in the State of California.

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. 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 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 contractor basis and not as an employee. Consultant reserves the right to perform similar or different services for others during the term of this Agreement, provided such work does not unduly interfere with Consultant's competent performance under this Agreement or 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 EMPLOYEE OR AGENTS: If any of Consultant's officers, employees, agents, contractors, subcontractors 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, 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 Consultant and shall not be re-assigned to perform any of the work.

2.8 COMPLIANCE WITH LAWS: Consultant shall keep itself fully informed of and in compliance with all applicable laws, statutes, codes, rules, regulations and ordinances of the federal government of the United States of America, the State of California, the County of Los Angeles, the City of Cudahy and any other local governmental entity to the extent such laws, statutes, codes, rules, regulations or ordinances governing or affecting the performance of the Work.

2.9 SAFETY: Consultant shall perform its work so as to avoid injury or damage to any person or property. In performing the Work, Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which any work is to be performed.

2.10. NON-DISCRIMINATION: In the performance of this Agreement, Consultant 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.

2.11. INDEPENDENT CONTRACTOR: 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 contractors 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, contractors, subcontractors 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.

III.
INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: As more specifically set forth below under this Article, Consultant agrees that it shall procure and maintain for the term of this Agreement (and for such extended period of time as may be required under this Article) insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Consultant shall also procure and maintain such other types of insurance as may be required under this Article, below. City shall not, and shall be under no obligation to, issue a Notice to Proceed until Consultant has provided evidence satisfactory to City that it has procured all insurance required under this Article III (Insurance).

3.2 REQUIRED COVERAGES: Consultant agrees that it shall procure and maintain the following insurance coverage, at its own expense, for the duration for this Agreement or any extended period set forth herein:

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 equivalent). Such CGL Coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per occurrence 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: Consultant shall procure and maintain Workers' Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer's Liability Insurance with minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. The Workers' Compensation insurer shall also agree to waive all rights of subrogation against City and City's elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy.

D. Professional Liability Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, Consultant shall procure and maintain Errors and Omissions Liability Insurance appropriate to Consultant's profession. Such coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per claim and shall be endorsed to include contractual liability.

3.3 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.

3.4 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers licensed 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 CONUSLTANT'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, subcontractors 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 the City's financial well-being and, indirectly, the collective well-being of the residents of the City of Cudahy. 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 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 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 as a condition precedent to the commencement of any work or any of the Work. City shall not, and shall be under no obligation to, issue a Notice to Proceed until Consultant fully complies with this Section. The requirements of this Section cannot be waived and any attempted waiver shall be void, invalid and non-binding upon City.

3.8 FAILURE TO ADHERE TO INSURANCE PROVISIONS: In addition to any other remedies City may have under this Agreement or at law or in equity, if Consultant fails to comply with any of the requirements set forth in this Article, City may, but shall not be

obligated to: **(a)** Order Consultant to stop any and all work under this Agreement or withhold any payment, which becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; or **(b)** terminate this Agreement. City's exercise of any of the foregoing remedies, shall be in addition to any other remedies City may have and is not the exclusive remedy for Consultant's to failure to comply with the insurance requirements set forth under this Article.

3.9 SUBCONTRACTORS INSURANCE COVERAGE: Consultant shall include all persons and entities performing work on its behalf as insureds (including all contractors, subcontractors and subconsultants) or, in the alternative, shall furnish separate certificates of insurance and endorsements for each such persons or entities evidencing their independent procurement of insurance. All coverages for such persons or entities shall be identical to the requirements imposed upon Consultant under this Article.

3.10 NO LIMITATION ON LIABILITY: Consultant's procurement of insurance shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's indemnification duties set forth under Article V of this Agreement.

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, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the City Indemnitees with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify, defend and protect the City as set forth herein.

4.2 To the fullest extent permitted by law, Consultant shall 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 or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel mutually acceptable to both City and Consultant.

4.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this 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.

4.4 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.

4.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City 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 subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

4.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the City may have at law or in equity.

V.
TERMINATION

5.1 TERMINATION WITHOUT CAUSE: City may, by written notice to Consultant, terminate this Agreement at any time for convenience and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least fifteen (15) calendar days before the effective date of such termination. Upon termination, Consultant shall be compensated only for the Work which has been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for breach of this Agreement. 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 other information within fifteen (15) calendar days of the request. In the event this Agreement is terminated in whole or in part as provided herein, City

may procure, upon such terms and in such manner as it may determine appropriate, Work similar to those terminated.

5.2 DEFAULT, BREACH AND TERMINATION IN THE EVENT OF BREACH: In the event either Party fails to perform, or adhere to, any applicable duty, obligation or standard of conduct set forth under this Agreement (or fails to perform or adhere to any such duty, obligation or standard of conduct at the time, place or manner set forth in this Agreement), an event of default (hereinafter, "Event of Default") shall have occurred. Except as otherwise provided in this Agreement, if an Event of Default remains uncured by the defaulting Party for a period in excess of fourteen (14) calendar days from the date upon which the non-defaulting Party issues notice of default (hereinafter, a "Default Notice") to the defaulting Party, then the default shall constitute a breach of this Agreement. If a Party is in breach of this Agreement, the non-breaching Party may pursue any and all remedies available to it at law or in equity. If Consultant is in breach (whether or not such breach is caused by Consultant or Consultant's officials, officers, employees, agents, contractors, subcontractors or subconsultants, City may, in its sole and absolute discretion (and without obligation), terminate this Agreement upon the issuance of five (5) calendar days prior written notice of termination on the grounds of breach (a "Breach-Termination Notice"). City's ability to terminate this Agreement as provided in this Section shall be in addition to any other remedies City may have at law or in equity in the event of breach and shall not be in lieu of such other remedies.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI.
MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of City without restriction or limitation upon their use or dissemination by City. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of 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 subcontractors and subconsultants 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 subcontractor or subconsultant as applies to Documents and Data prepared by Consultant in the performance of this Agreement.

6.2 CONFIDENTIALITY: All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input recorded data, written information, and other like information either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidentially by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Work. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Work. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. 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 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:
Urban Futures, Inc.
3111 N. Tustin Street, Suite 230
Orange , CA 92865-1753
Attn: Michael P. Busch
Phone: (714) 283-9334
Fax: (714) 283-5465

CITY:
City of Cudahy
5220 Santa Ana Street
Cudahy, CA 90201
Attn: City Manager
Phone: (323) 773-5143
Fax: (323) 771-2072

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 prepared 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: 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, including provisions relating to insurance requirements and indemnification.

6.6 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.

6.7 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.

6.8 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 ATTORNEY'S 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 attorney's 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, limits, 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 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.

6.19 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. One counterpart shall be delivered to Consultant, one counterpart shall be delivered to the City Clerk for archiving and one counterpart shall be delivered to the Economic Development Department for day-to-day reference. 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 6.15, above.

[Signatures on Next Page]

AS OF THE DATE FIRST WRITTEN ABOVE, the Parties evidence their agreement to the terms of this Agreement by signing below:

Executed at Cudahy, California.

CITY:
City of Cudahy, a municipal corporation

By: _____
Michael Allen, Interim City Manager

APPROVED AS TO FORM:

By: _____
Rick Olivarez, City Attorney

CONSULTANT:
Urban Futures, Inc.

By: _____
Michael P. Busch

RESOLUTION NO. SA 14-27

RESOLUTION OF THE SUCCESSOR AGENCY FOR THE FORMER CUDAHY COMMUNITY DEVELOPMENT COMMISSION/REDEVELOPMENT AGENCY APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HR DYNAMICS AND PERFORMANCE MANAGEMENT TO PROVIDE ASSISTANCE WITH ECONOMIC DEVELOPMENT MATTERS, FACILITATE A STRATEGIC PLAN, AND MANAGE SUCCESSOR AGENCY MATTERS

WHEREAS, the City of Cudahy (the "City") authorized the formation and operation of a community redevelopment agency within the territorial jurisdiction of the City pursuant to California state law ("State law"); and

WHEREAS, the former Cudahy Community Development Commission/Redevelopment Agency undertook the redevelopment of certain areas of the City in reliance upon the provisions of State law; and

WHEREAS, the State of California (the "State") has ordered the former Cudahy Community Development Commission/Redevelopment Agency to be dissolved under the provisions of ABX1 26 (Stats 2011-12, 1st Ex. Sess., Chapter 5), as amended by AB 1484 (Stats 2012, Chapter 26), and collectively the State legislation identified in this sentence is referred to herein as the "State Redevelopment Dissolution Law"; and

WHEREAS, the City as Successor Agency to the former Cudahy Community Development Commission/Redevelopment Agency ("Successor Agency") has initiated the implementation of the State Redevelopment Dissolution Law; and

WHEREAS, City, pursuant to California Government Code Sections 37103 and 53060, is authorized and empowered to contract with any person for the furnishing of services and advice in finance, economic, accounting or administrative matters if such persons are specially trained and experienced and competent to perform such special services required; and

WHEREAS, the City wishes to temporarily engage a qualified consultant for the provision of professional management services relating to the provision of assistance with economic development matters, the facilitation of a strategic plan, and the management of Successor Agency matters; and

WHEREAS, City's in-house personnel is presently unable to perform such services; and

WHEREAS, HR Dynamics and Performance Management represents that it is fully qualified to perform such professional services as set forth in the agreement attached hereto as **Exhibit "A,"** (the "Agreement") by virtue of its experience and the training, education and expertise of its principals, employees, and subcontractors; 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 the Agreement.

WHEREAS, the City and the Successor Agency have both determined that it is necessary and appropriate to enter into the Agreement, so that the temporary provision of needed services contemplated in the Agreement is provided.

NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE FORMER CUDAHY COMMUNITY DEVELOPMENT COMMISSION/REDEVELOPMENT AGENCY DOES RESOLVE AS FOLLOWS:

SECTION 1. **Recitals**. The recitals set forth above are true and correct and incorporated herein by reference.

SECTION 2. **Approval of Professional Services Agreement**. The Successor Agency approves the Agreement with HR Dynamics and Performance Management for the provision of professional management services relating to the provision of assistance with economic development matters, the facilitation of a strategic plan, and the management of Successor Agency matters.

SECTION 3. **Execution of Loan Agreement**. The Executive Director is authorized and directed to take such other and further action consistent with this Resolution and sign any documents, as necessary, in order to implement this Resolution on behalf of the Successor Agency.

SECTION 4. **Direction to Successor Agency Staff.** Successor Agency staff is directed to cause the Agreement to be enrolled as a Successor Agency obligation on the next Recognized Obligations Payment Schedule ("ROPS").

SECTION 5. This Resolution shall take effect upon adoption. The Chair of the Successor Agency shall certify to the adoption of this Resolution.

PASSED AND ADOPTED by the Successor Agency to the former Cudahy Community Development Commission/Redevelopment Agency at its meeting on this 19th day of August 2014.

Chris Garcia,
Mayor of the City of Cudahy, as Successor Agency to the former Cudahy Community Development/ Redevelopment Agency

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF CUDAHY)

I, Chair of the Successor Agency, do hereby certify that the above and foregoing Resolution No.SA 14-27 was passed, approved, and adopted by the Successor Agency to the former Cudahy Community Development Commission/Redevelopment Agency of the City of Cudahy, signed by the Chair and attested by the Chair at a meeting of said Successor held on this 19th day of August 2014, and that said Resolution was adopted by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chair of the Successor Agency

EXHIBIT A:
PROFESSIONAL SERVICES AGREEMENT WITH HR DYNAMICS AND PERFORMANCE MANAGEMENT

2014

AGREEMENT FOR TEMPORARY PROFESSIONAL MANAGEMENT SERVICES

(Parties: HR Dynamics and Performance Management and the City of Cudahy)

THIS 2014 AGREEMENT FOR TEMPORARY PROFESSIONAL MANAGEMENT SERVICES ("Agreement") by and between the CITY OF CUDAHY, a municipal corporation and general law city ("CITY") and HR Dynamics and Performance Management (hereinafter, "Staffing Firm") is made and entered into the last date of signature below, but shall not take effect until signed by all of the parties to this Agreement as indicated on the signature page below. For the purposes of this Agreement, CITY and Staffing Firm may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to City or Staffing Firm interchangeably.

RECITALS

WHEREAS, City, pursuant to California Government Code Sections 37103 and 53060, is authorized and empowered to contract with any person for the furnishing of services and advice in finance, economic, accounting or administrative matters if such persons are specially trained and experienced and competent to perform such special services required; and

WHEREAS, the CITY wishes to engage the Staffing Firm for the purposes of retaining a person to perform the duties and functions as mentioned in the attached Scope of Work for the CITY on an interim basis; and

WHEREAS, City's in-house personnel are presently unable to perform the specialized services and tasks contemplated under this Agreement; and

WHEREAS, Staffing Firm has proposed and City has agreed to appoint a Consultant ("Consultant") who possesses the specialized training, skill, expertise and experience required to perform the services contemplated under this Agreement; and

WHEREAS, CITY and Staffing Firm wish to enter into the Agreement in order to set forth the rights and obligations of the PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and based upon the recitals set forth above, CITY and Staffing Firm agree as follows:

ARTICLE 1. DUTIES AND AUTHORITY

1.1 DUTIES. Consultant shall provide assistance to the City Council with economic development, and facilitating a strategic plan and handling the details of the successor agency with the Finance Director. Additionally, the Consultant will conduct a series of workshops for code enforcement, and the Joint Planning Commission/City Council, City commissions and the City Council. Other services the consultant will provide will consist of assisting in the Development of the Fiscal Budget, conduct the City Manager recruitment process and background check, executive coaching, organizational development of staff and assist in the search for a new insurance provider. Services will also include drafting formal written communication to document findings, processes, changes, and recommendations. Consultant shall keep the City Council, the fully informed of all significant activities and initiatives or undertakings in connection with his duties and responsibilities.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS; TERMINATION FOR CONVENIENCE

2.1 INDEPENDENT CONTRACTOR STATUS. The PARTIES acknowledge, understand and agree that Consultant is, and shall at all times remain, a wholly independent contractor and shall not be considered an employee of the CITY. Given the temporary and interim nature of this engagement, it is the desire and intent of the PARTIES that Consultant shall be an "independent contractor" who is not also an employee within the meaning of Government Code Section 20300(b), and by such status is excluded from compulsory enrollment in the California Public Employees Retirement System established under the Public Employees Retirement Law ("PERL") (Government Code Section 20000 et seq.).

ARTICLE 3. TERM OF AGREEMENT

3.1 The term of this Agreement ("Term") shall be deemed to have commenced on June 2, 2014 and shall end on August 22, 2014 and thereafter shall renew automatically on a month-to-month basis unless prior to the expiration of the Term or any extension term, the City Council declines to extend the engagement. Nothing in the foregoing sentence shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement prior to the expiration of the initial Term or any extension term as provided under Articles 11 and 12 of this Agreement below.

ARTICLE 4. PERFORMANCE SCHEDULE

4.1 ATTENDANCE AND MEETINGS, CONFERENCES AND SPECIAL FUNCTIONS. Section 4.1 notwithstanding, Consultant, as directed by the City Council, shall also be available to attend public meetings, business meetings, conferences and functions that may be scheduled outside of normal CITY business hours, including but not limited to all regular, special, adjourned and/or emergency meetings of the CUDAHY City Council, and CITY shall be billed for all such hours Consultant attends such meetings required by CITY.

4.2 RESTRICTION ON HOURS WORKED: The Term of this Agreement and the provisions of Section 4.1 notwithstanding, in no event may Consultant's total hours worked under this Agreement exceed more than 1,000 hours during any single fiscal year. Consultant shall maintain a log of Consultant's daily work hours (including start time and departure time) to monitor compliance with this provision. Staffing Firm shall have no obligation to continue performance once the 1,000 hour limitation has been attained. Furthermore, CITY shall have the responsibility to monitor fees charged in relation to the not to exceed amount. CITY shall be responsible for all charges for services in the event CITY fails to notify Staffing Firm of termination of the assignment or fails to increase of the not-to-exceed amount. For purposes of this Agreement, the term "fiscal year" shall mean the period of time commencing from July 1st of a calendar year and ending on June 30th of the calendar year immediately following.

ARTICLE 5. COMPENSATION AND REIMBURSEMENT

5.1 COMPENSATION.

A. Staffing Firm shall perform all of the various services and tasks that comprise the Work in accordance with Exhibit "A." Staffing Firm shall be paid for the number of hours Consultant provides in performance of the Work. Consultant shall not exceed Forty (40) hours per a work week, unless authorized by City Council. Consultant shall be billed out at an hourly rate of EIGHTY FIVE DOLLARS PER HOUR ($85.00/hour) (hereinafter "Hourly Rate").

B. CITY shall pay Staffing Firm at the Hourly Rate in a bi-weekly format to run stimulations to employee payroll as Consultant performs the various services and tasks that make up the Work. At the end of each pay period during the term of this Agreement, Staffing Firm shall submit to CITY a bi-monthly itemized statement indicating the work performed, costs incurred and hours of service rendered by Consultant and its various employees. The statement shall describe the specific tasks performed. CITY shall not withhold applicable taxes or other authorized deductions from payments made to Staffing Firm.

5.2 REIMBURSEMENT. CITY recognizes that Consultant may incur certain expenses of a non-personal nature in the performance of Consultant's duties under this Agreement. CITY agrees to reimburse or to pay for an amount not to exceed THREE HUNDRED DOLLARS ($300.00) per a month for such business expenses that are incurred by Consultant in the performance of Consultant's duties in accordance with CITY's expense reimbursement procedures, as the same may be updated and/or amended from time to time by the City Council.

ARTICLE 6. NO BENEFITS

6.1 Except as otherwise provided under Article 5 of the Agreement, Consultant shall not receive any benefits, incentives, compensation in lieu of benefits or any other form of compensation above the hourly compensation provided under Article 5, above. As Consultant is billed out on an hourly basis, the Parties acknowledge, understand and agree that Consultant need not be enrolled under CalPERS pursuant to Section 4 of that certain contract amendment entitled "Amendment to Contract between the Board of Administration of the Public Employees' Retirement System and the City Council of the City of Cudahy" approved by way of City Council Ordinance No. 2259 on March 28, 1989 (hereinafter, the "1989 Amendment"). The contract-based exclusion from enrollment set forth under the 1989 Amendment is authorized pursuant to Government Code Section 20502.

6.2 Consultant acknowledges, understands and agrees that Consultant is not a regular employee of the CITY and is not entitled receive any benefits generally available to employees of the CITY, including but not limited to medical insurance, dental insurance, sick leave, paid vacation, retirement benefits, unemployment benefits or otherwise which accrue to employees of the CITY, and hereby expressly waives any right or claim to such benefits.

ARTICLE 7. INDEMNITY

7.1 To the extent permitted by law, Staffing Firm will defend, and hold CITY and its directors, officers, agents, representatives, and employees (collectively "Indemnitees") harmless from all claims, losses, and liabilities (including reasonable attorney's fees) to the extent caused by Staffing Firm or Staffing Firm's officers, employees, or authorized agents breach of this Agreement; its failure to discharge its material duties and responsibilities as provided in this Agreement; or the negligence, gross negligence, or willful misconduct of Staffing Firm or Staffing Firm's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

7.2 To the extent permitted by law, CITY will defend, and hold Staffing Firm and its directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorney's fees) to the extent caused by CITY or CITYs officers, employees, or authorized agents breach of this Agreement; its failure to discharge its duties and responsibilities as provided in this Agreement; or the negligence, gross negligence, or willful misconduct of CITY or CITY's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

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

7.4 The obligations of Staffing Firm under this Article will not be limited by the provisions of any workers' compensation act or similar act. Staffing Firm 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.

7.5 Staffing Firm agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Staffing Firm in the performance of this Agreement. In the event Staffing Firm fails to obtain such indemnity obligations from others as required herein, Staffing Firm 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 reckless, negligent, or otherwise wrongful acts, errors or omissions of Staffing Firm's subcontractors or any other person or entity involved by, for, with or on behalf of Staffing Firm in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

7.6 CITY does not, and shall not, waive any rights that it may possess against Staffing Firm 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.

7.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity. Notwithstanding anything to the contrary in this Agreement, Staffing Firm shall have no obligation of indemnity, or liability for any claims to the extent arising out of CITY negligence or willful misconduct, or failure to comply with the requirements of this Agreement.

8. INSURANCE

8.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Staffing Firm agrees that it shall procure and maintain for the term of this Agreement (and for such extended period of time as may be required under the Contract) insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of the various services, functions, duties and tasks set forth under the Contract as described below. Throughout the term of the Contract, the Staffing Firm shall procure and maintain the following policies of insurance:

a. Workers' Compensation Insurance/ Employer's Liability Insurance: Consultant shall procure and maintain Workers' Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer's Liability Insurance with minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. The Workers' Compensation insurer shall also agree to waive all rights of subrogation against City and City's elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy.

b. Professional Liability Insurance: For the full term of this Agreement and for a period of two (2) years thereafter, Consultant shall procure and maintain Errors and Omissions Liability Insurance appropriate to Consultant's profession. Such coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per claim and shall be endorsed to include contractual liability.

ARTICLE 9. BUSINESS RELATED EQUIPMENT

Consultant acknowledges, understands and agrees that he will not receive, nor shall he be entitled to any type of personal mobile communication device for the performance of his duties under this Agreement such as a cell phone or an iPad.

ARTICLE 10. CITY DOCUMENTS AND CONFIDENTIALITY

10.1 CITY DOCUMENTS. All data, studies, reports and other documents prepared by Consultant while performing Consultant's duties during the term of this Agreement shall be furnished to and become the property of the CITY, without restriction or limitation on their use.

10.2 CONFIDENTIALITY. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant to the extent permitted by applicable law. Such materials shall not, without CITY's prior written consent, be used by Consultant for any purposes other than the performance of Consultant's duties.

ARTICLE 11. TERMINATION FOR CONVENIENCE

11.1 TERMINATION FOR CONVENIENCE. Consultant shall serve at the pleasure of the City Council. Consultant's engagement with CITY may be terminated for convenience at any time by the City Council without cause upon the issuance of written notice specifying the effective date of such termination, which may provide that such termination shall take effect immediately upon the issuance of the notice.

11.2 NO PRE-TERMINATION HEARING. Consultant shall not be entitled to any pre-termination hearing or other similar proceeding or appeal proceeding as a precondition to any decision or action by the City Council to terminate CONSULTANT's engagement.

11.3 NO PROPERTY INTEREST. It is understood and agreed by the PARTIES that Staffing Firm/Consultant's engagement with the CITY is temporary in nature and that Staffing Firm/Consultant shall have no expectation of ongoing or long-term employment with the CITY. Nothing in this Agreement shall confer upon Staffing Firm/Consultant any right or property interest in employment with CITY.

11.4 NO SEVERANCE PAY. Consultant expressly agrees that he shall not be entitled to any severance pay as the result of the termination of this Agreement prior to the expiration of the Term or any extension term.

11.5 STAFFING FIRM TERMINATION. Staffing Firm may terminate this Agreement at any time without cause and for convenience, provided it provides the City Council with no less than fifteen (15) calendar days advance written notice prior to the effective date of termination. The City Council may shorten the effective

date of any termination for convenience initiated by Staffing Firm in the City Councils' sole and absolute discretion.

ARTICLE 12. TERMINATION FOR CAUSE

12.1 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 10.1B and 10.1C 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 fifteen (15) calendar days of the non-defaulting PARTY's issuance of a written notice of default (hereinafter, a "Notice of Default") to the defaulting party.

B. CITY, in its sole and absolute discretion, may also immediately suspend Consultant's performance under this Agreement pending Consultant's cure of any Event of Default by giving Staffing Firm/Consultant written notice of CITY's intent to suspend Staffing Firm/Consultant'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, Staffing Firm/Consultant shall be compensated only for those services rendered 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.

C. 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.

D. 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 Staffing Firm/Consultant, the CITY may immediately terminate this Agreement in whole or in part;

   ii. Upon written notice to Staffing Firm/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 Staffing Firm/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.

CITY may seek legal fees plus other costs and expenses that CITY incurs upon Staffing Firm's breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

E. In the event CITY is in breach of this Agreement, Staffing Firm/Consultant's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to Staffing Firm/Consultant under this Agreement for services rendered.

ARTICLE 13. CONDITIONS OF CONSULTANT'S SERVICES

13.1 CONFLICT-OF-INTEREST. CITY shall direct Consultant to sign a separate writing stating the following obligations: Consultant shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business within the corporate limits of CITY, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior approval of the City Council. Consultant further agrees not to invest in any other real estate or property improvements within the corporate limits of CITY during the term of this Agreement without the prior consent of the City Council.

13.2 CONSULTANT VEHICLE. Consultant shall provide his transportation to and from the worksite.

ARTICLE 14. GENERAL PROVISIONS

14.1 NOTICES. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below, and at the last known address maintained in CITY's contract file. Staffing Firm agrees to notify CITY, in writing, of any change in Staffing Firm's address during Consultant's employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

CITY's Notice Address:
City of Cudahy
Attn: Steven Dobrenen, Finance Director
5220 Santa Ana Street
Cudahy, California 90201

Staffing Firm's Address:
HR Dynamics and Performance Management
Principal, Rhonda Strout
461 Green Orchard Place
Riverside, CA 92506
Phone: 951-999-1617

14.2 BONDING. CITY shall bear the full cost of any fidelity or other bonds required of the Staffing Firm under any laws or ordinance.

14.3 BACKGROUND CHECK. Within three (3) calendar days of the effective date of this Agreement, Consultant shall contact the City's Human Resources Department to schedule a LiveScan fingerprinting.

Consultant shall not commence any Services relating to this Agreement until the LiveScan results have been reviewed by the Human Resources Department. A negative LiveScan report may result in the termination of this Agreement.

14.4 ENTIRE AGREEMENT. This Agreement, including the General Conditions of Assignment and the Terms of Payments incorporated herein and attached hereto as "Exhibit A," is intended to be the final, complete, and exclusive statement of the terms of Staffing Firm/Consultant's engagement with the CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the engagement of Staffing Firm/Consultant, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to Staffing Firm/Consultant and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

14.5 AMENDMENTS. This Agreement may not be amended except in the form of a written amendment to this Agreement approved by the City Council.

14.6 WAIVER. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

14.7 ASSIGNMENT. Staffing Firm/Consultant shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to Staffing Firm/Consultant, assign its rights and obligations hereunder.

14.8 SEVERABILITY. If any court of competent jurisdiction holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

14.9 ATTORNEYS' FEES. In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

14.10 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue in the County of Los Angeles, State of California.

14.11 INTERPRETATION. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any PARTY. By way of example and not in limitation, this Agreement shall not be construed in favor of the PARTY receiving a benefit nor against the PARTY responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the PARTIES to this Agreement and by no other means. Each PARTY waives their future right to claim, contest, or assert that this Agreement was modified, cancelled superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

14.12 ACKNOWLEDGMENT. Staffing Firm acknowledge that it has had the opportunity to consult legal counsel in regard to this Agreement, that it has read and understands this Agreement, that it is fully aware of its legal effect, and that it has entered into it freely and voluntarily and based on Staffing Firm's own judgment and not on any representations or promises other than those contained in this Agreement.

14.13 COUNTERPARTS. This Agreement shall be executed in four (4) original counterparts each of which shall be of equal force and effect. One counterpart shall be delivered to Staffing Firm, one counterpart shall be

retained by the Human Resources Department, one counterpart shall be retained by the Office of the City Manager, and the fourth counterpart shall be retained by the City Clerk for permanent archiving by the CITY.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, CITY has caused this Agreement to be signed and executed on the date first indicated above.

CITY OF CUDAHY

By:_____
Chris Garcia,
Mayor

Date:_____

HR Dynamics and Performance Management

By: _____
Rhonda Strout
Principal

Date:_____

APPROVED AS TO FORM:

By:_____
Rick Olivarez,
City Attorney

EXHIBIT "A"
(Scope of Work)
See the attached

EXHIBIT "A"
SCOPE OF WORK

I. Services

- Assist the City Council with:
  - Economic Development
  - Facilitate Strategic Plan
  - Successor Agency

- Conduct a Series of Workshops for:
  - Code Enforcement workshop
  - City Commissions workshops
  - Joint Planning Commission/City Council

- Assist in the Development of the Fiscal Budget
- Conduct the City Manager Recruitment process and background check
- Executive Coaching
- Organizational Development of Staff
- Assist in the search for a new insurance provider

II. Compensation

Compensation Calculation

Hourly Rate	$85.00/hr.
Expected Work Hours	160 hours per month (not to exceed 40 hours per a week)
Expected Working Days	60 days
Calendar Period	June 2, 2014 – August 22, 2014

ORDINANCE NO. 638

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUDAHY AMENDING SECTION 2.04.020 OF THE CUDAHY MUNICIPAL CODE REGARDING MEETING TIME OF REGULAR CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS

WHEREAS, pursuant to *Government Code* section 54954, each legislative body, including city councils, must provide, by ordinance, resolution or other rules, the time and place for holding regular meetings; and

WHEREAS, *Government Code* section 36805 requires city councils to hold regular meetings at least once a month at times fixed by ordinance or resolution; and

WHEREAS, the Cudahy City Council (the "City Council") currently conducts its regular meetings on the first and third Tuesday of each and every month at 6:30 p.m., in accordance with Ordinance No. 628 and Section 2.04.020 of Chapter 2.04 (City Council) of Title 2 (Administration and Personnel) of the Cudahy Municipal Code; and

WHEREAS, the City Council wishes to amend the meeting time/day and order of business of regular City Council meetings to allow closed session items to be heard first by the City Council, followed by open session; and

WHEREAS, the City as Successor Agency to the Former Cudahy Community Development Commission/Cudahy Redevelopment Agency ("Successor Agency") meetings wishes to commence its meetings a (6:30) p.m. on the first/second and third/fourth Tuesday of each month.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CUDAHY DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The facts set forth in the recitals above are true and correct.

SECTION 2. Section 2.04.020, subdivision (1) of the Cudahy Municipal Code IS HEREBY AMENDED IN ITS ENTIRETY TO NOW STATE THE FOLLOWING:

2.04.020 Council Meetings.

(1) Regular Meetings. Regular meetings of the city council shall be held on the first/second and third/fourth Tuesday of each month at (7:00) p.m., or if any such Tuesday falls on a holiday, the next succeeding day which is not a holiday. Closed session items, if on the agenda, shall be heard commencing at (7:00) p.m., followed by open session items at (7:30) p.m. If there are no closed session items on the agenda, open session shall commence at (7:30) p.m.

Any provisions of the Cudahy Municipal Code which may be inconsistent with the amendment are similarly repealed or amended to the extent of inconsistency and no further.

SECTION 3. Section 2.04.025 is hereby added to Chapter 2.04 of the Cudahy Municipal Code and shall read as follows:

2.04.025 Meetings for City as Successor Agency to the Former Cudahy Community Development Commission/Cudahy Redevelopment Agency.

(1) Successor Agency Meetings. Successor Agency meetings shall be held on the first/second and third/fourth Tuesday of each month at (6:30) p.m., or if any such Tuesday falls on a holiday, the next succeeding day which is not a holiday.

(2) Open to the Public. All meetings of the Successor Agency shall be open to the public except as otherwise provided by the Ralph M. Brown Act, Government Code Sections 54950 et seq.

SECTION 4. If any section, subsection, phrase, or clause of this Ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Cudahy hereby declares that it would have passed this Ordinance and each section, subsection, phrase, or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses be declared unconstitutional.

SECTION 5. The City Council finds that the actions contemplated herein do not constitute a project subject to the California Environmental Quality Act, Public Resources Code §§ 21000 et seq. "CEQA" and its implementing regulations, 14 Cal. Code Regs. §§ 15000 et seq. (the "CEQA Guidelines"), as they will not result in a direct or reasonably foreseeable indirect physical change to the environment. CEQA Guidelines §§ 15060(c)(2)-(3), 15378.

SECTION 6. Inconsistent Provisions. Any provision of the Cudahy Municipal Code or appendices thereto that conflicts with the provisions of this Ordinance, to the extent of such conflict and no further, is hereby repealed or modified to the extent necessary to affect the provisions of this Ordinance.

SECTION 7. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

SECTION 8. Publication. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published

once in the official newspaper within fifteen (15) days after its adoption. This Ordinance shall become effective thirty (30) days after adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at the regular meeting of this ___ day of _____, 2014 by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Christopher Garcia,
Mayor

ATTEST:

_____
Donna Schwartz,
Interim City Clerk

APPROVED AS TO FORM:

_____
Isabel Birrueta,
Assistant City Attorney