



Tuesday, September 9, 2014

ROLL CALL:

Brent A. Tercero, Mayor
Gregory Salcido, Mayor Pro Tempore
Bob J. Archuleta, Councilmember
David W. Armenta, Councilmember
Gustavo V. Camacho, Councilmember

Regular Meeting 6:00 p.m.
Council Chamber
6615 Passons Blvd.
Next Resolution No. 6777
Next Ordinance No. 1088
Next Agreement No. 14-1540

COMMISSIONERS SCHEDULED TO BE PRESENT:

Fred Zermeno, Planning Commission
Carlos Cruz, Parks & Recreation Commission

INVOCATION:

PLEDGE OF ALLEGIANCE:

SPECIAL PRESENTATIONS: None.

PLEASE TURN OFF ALL PAGERS AND/OR PHONES WHILE MEETING IS IN SESSION AND PLEASE REFRAIN FROM TEXTING DURING THE MEETING

In compliance with the Americans with Disabilities Act of 1990, the City of Pico Rivera is committed to providing reasonable accommodations for a person with a disability. Please call the City Clerk's office at (562) 801-4389, if special accommodations are necessary and/or if information is needed in an alternative format. Special requests must be made in a reasonable amount of time in order that accommodations can be arranged.

1st PERIOD OF PUBLIC COMMENTS - IF YOU WOULD LIKE TO SPEAK ON ANY LISTED AGENDA ITEMS, PLEASE FILL OUT A GREEN PUBLIC COMMENT REQUEST FORM AND PROVIDE IT TO THE STAFF MEMBER AT THE BACK TABLE BEFORE THE MEETING STARTS.

When you are called to speak, please come forward and state your name and city of residency for the record. You have three (3) minutes to make your remarks. In accordance with Government Code Section 54954.2, members of the City Council may only: **1)** respond briefly to statements made or questions posed by the public; **2)** ask a question for clarification; **3)** provide a reference to staff or other resources for factual information; **4)** request staff to report to the City Council at a subsequent meeting concerning any matter raised by the public; and **5)** direct staff to place a matter of business on a future agenda. City Council members cannot comment on items that are not listed on a posted agenda.

CONSENT CALENDAR ITEMS:

All items listed on the Consent Calendar may be acted on by a single motion without separate discussion. Any motion relating to a Resolution or Ordinance shall also waive the reading of the titles in full and include its adoption as appropriate. If discussion or separate vote on any item is desired by a Councilmember or staff, that item may be pulled from the Consent Calendar for separate consideration.

1. Minutes:

- City Council regular meeting of August 26, 2014

Recommendation: Approve

2. 4th Warrant Register of the 2014-2015 Fiscal Year.

(700)

Check Numbers: 263327-263434; 263438-263558

Special Checks Numbers: 263435-263437

Recommendation: Approve

3. Conflict-of-Interest Code Biennial Review.

(300)

Recommendation:

1. Rescind Resolution No. 6697 and adopt Resolution amending the City of Pico Rivera's Conflict-of-Interest Code for the City Council, pursuant to the requirements of the State Political Act.

Resolution No. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, RESCINDING RESOLUTION NO. 6697 AND ADOPTING A CONFLICT-OF-INTEREST CODE APPLICABLE TO THE MEMBERS OF THE CITY COUNCIL AND DESIGNATED CITY COMMISSIONERS AND EMPLOYEES BY INCORPORATING

REGULATION 2, CALIFORNIA CODE OF REGULATIONS, SECTION
18730 THE STANDARDIZED CONFLICT-OF-INTEREST CODE

4. **Pico Rivera Sports Arena and Golf Course Capital Improvement and Consultant Services.** (500)

Recommendation:

1. Appropriate \$200,000 of EDA Program Income Fund for tenant and capital improvements at the Pico Rivera Golf Course;
2. Amend Agreement No. 13-1407 Exhibit A with LEBA Inc. to include former campground; and
3. Approve agreement with Enviro Communications Inc. for consulting services relating to the Pico Rivera Arena and Pico Rivera Golf Course.

Agreement No. _____

5. **2014-2015 Memorandum of Understanding for Full-Time Bargaining Unit and Directors Bargaining Unit.** (200)

Recommendation:

1. Approve a one year Memorandum of Understanding (MOU) between the City of Pico Rivera and Service Employees International Union (SEIU) Local 721 – Full-time Bargaining Unit for the period commencing July 1, 2014 and ending midnight on June 30, 2015; and
2. Approve a one year Memorandum of Understanding (MOU) between the City of Pico Rivera and Service Employees International Union (SEIU) Local 721 – Directors Bargaining Unit for the period commencing July 1, 2014 and ending midnight on June 30, 2015.

6. **Award Professional Service Agreement for Grant Writing Services.** (500)

Recommendation:

1. Award a Professional Services Agreement to California Consulting, LLC for an amount not-to-exceed \$59,400 (\$4,950 per month for 12 months) for unlimited grant writing services; and
2. Authorize the City Manager to execute a contract with California Consulting Services, LLC in a form approved by the City Attorney.

Agreement No. _____

7. **Installation of Traffic Control Devices – Parking Restrictions.** (1400)

Recommendations:

1. Receive and file.

8. Passons Boulevard Underpass (Phase IV) CIP No. 20053 – Notice of Completion. (500)

Recommendations:

1. Accept as complete, effective August 25, 2014, work performed by Green Giant Landscape, Inc. on the Passons Boulevard Underpass (Phase IV) CIP No. 20053, and instruct the City Clerk to file the Notice of Completion with the Los Angeles County Recorder.

9. Three Hot Spot Intersection Projects – Rosemead Boulevard at Beverly Boulevard (CIP No. 21276); Rosemead Boulevard at Slauson Avenue (CIP No. 21277); Rosemead Boulevard at Whittier Boulevard and Rosemead Boulevard at Washington Boulevard, (CIP No. 21278) – Award Professional Service Agreements for Engineering Services. (500)

Recommendation:

Award Professional Services Agreement to the following consultants to provide engineering design services:

1. URS Corporation Americas for the Rosemead Boulevard at Beverly Boulevard Improvements Project (CIP No. 21276) for an amount not-to-exceed \$569,516.20;
2. Willdan Engineering for the Rosemead Boulevard at Slauson Avenue Improvements Project (CIP No. 21277) for an amount not-to-exceed \$184,522; and Rosemead Boulevard at Whittier Boulevard and Rosemead Boulevard at Washington Boulevard Improvements Project (CIP No. 21278) for an amount not-to-exceed \$78,776; and
3. Authorize the Mayor to execute the recommended contracts in a form approved by the City Attorney.

Agreement No. _____

Agreement No. _____

10. Award Professional Service Agreement for Accounting Operations and Process Review Recommendation Services. (500)

Recommendation:

1. Award a Professional Services Agreement to Vasquez and Company LLP for 6 months for accounting operations and process review recommendations; and
2. Authorize the City Manager to execute a contract with Vasquez and Company LLP in a form approved by the City Attorney.

Agreement No. _____

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION:

LEGISLATION:

11. Request for an Appeal per Chapter 18.64, *Appeals*, of the Pico Rivera Municipal Code. (1300)

Recommendation:

1. Approve a request to appeal a decision by the Planning Commission and bring forth the application to develop a 29 townhome rental development for City Council consideration to a date uncertain.

MAYOR/COUNCILMEMBER REPORTS ON INTERGOVERNMENTAL AGENCY MEETINGS:

NEW BUSINESS:

OLD BUSINESS:

2ND PERIOD OF PUBLIC COMMENTS - THIS TIME IS RESERVED FOR COMMENTS THAT HAVE NOT BEEN ADDRESSED ALREADY OR THAT ARE NOT LISTED ON THE AGENDA. PLEASE FILL OUT A BLUE PUBLIC COMMENT REQUEST FORM AND PROVIDE IT TO THE STAFF MEMBER AT THE BACK TABLE BEFORE THE MEETING STARTS.

When you are called to speak, please come forward and state your name and city of residency for the record. You have three (3) minutes to make your remarks.

CLOSED SESSION:

a. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

Pursuant to Government Code Section 54957

One Matter

b. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9 subdivision (d) paragraph 2

One Matter

ADJOURNMENT:

AFFIDAVIT OF POSTING

I, Anna M. Jerome, City Clerk, for the City of Pico Rivera, DO HEREBY CERTIFY, under penalty of perjury under the laws of the State of California, that the foregoing notice was posted at the Pico Rivera City Hall bulletin board, Pico Rivera website, Pico Rivera Post Office and Parks: Smith, Pico and Rivera and full agenda packets distributed to the Pico Rivera County Libraries, which are available for the public to view on this 5th day of September 2014.

Dated this 5th, day of September 2014

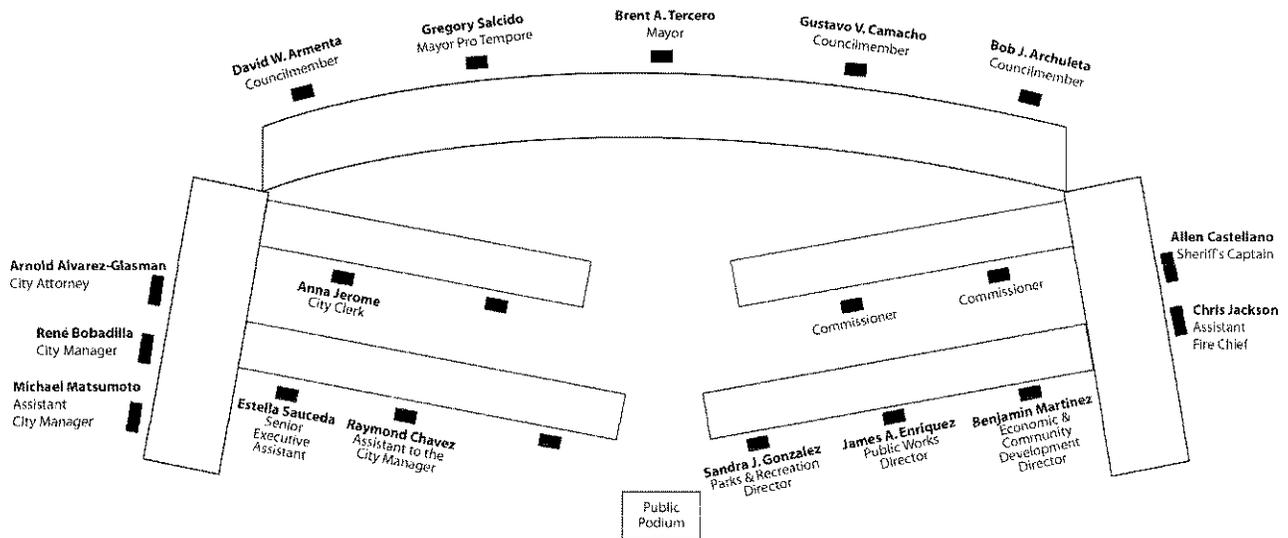


Anna M. Jerome, CMC
City Clerk

SB343 NOTICE

In compliance with and pursuant to the provisions of SB343 any public writing distributed by the City Clerk to at least a majority of the City Council Members regarding any item on this regular meeting agenda will be available on the back table at the entrance of the Council Chamber at the time of the City Council meeting and at the counter of City Hall at 6615 Passons Boulevard, Pico Rivera, California during normal business hours.

Council Meeting Seating Chart



STATEMENT REGARDING DECORUM AT CITY COUNCIL MEETINGS

If you wish to speak at the time set aside for public comments, the City Council has established the following standards and Rules of Decorum as allowed by State law.

- Public comment is limited to those portions of the meeting referred to as Public Comments. These portions are intended for members of the public to address the City Council, Successor Agency, Housing Assistance Agency or Water Authority on matters related to agendas or any other items under the subject matter jurisdiction of the City Council or Agencies.
- A yellow Public Hearing Comment Request card must be completed to speak during a Public Hearing.
- A green Public Comment Request – Agenda Items Only card is for those wishing to address the Council/Agency on agenda items only during the 1st Period of Public Comments.
- A blue Public Comment Request – All other City-Related Business card is for those wishing to address the Council/Agency on any other items under the subject matter jurisdiction of the Council/Agency during the 2nd Period of Public Comments.
- Citizens may address the Council, Successor Agency or Housing Assistance Agency once for a **maximum of three minutes**. After each speaker returns to his/her seat, the Mayor shall determine the time and manner of response, but typically if answers are available, they will be given after all speakers have had an opportunity to address the City Council.
- Members of the audience are asked to refrain from clapping or otherwise speaking from their seats. Those not meeting the standards for decorum may be escorted from the meeting.

RULES OF DECORUM CAN BE FOUND IN THE PICO RIVERA MUNICIPAL CODE SECTION 2.08.050 AS ESTABLISHED BY ORDINANCE 783 ADOPTED ON AUGUST 20, 1990 AND AMENDED BY ORDINANCES 822 (SEPTEMBER 21, 1992) AND 1020 (MARCH 21, 2006).



Tuesday, August 26, 2014

A Regular Meeting of the City Council was held in the Council Chamber, Pico Rivera City Hall, 6615 Passons Boulevard, Pico Rivera, California.

Mayor Tercero called the meeting to order at 6:00 p.m. on behalf of the City Council.

PRESENT: Archuleta, Armenta, Camacho, Salcido, Tercero

ABSENT: None

COMMISSIONERS PRESENT:

Joseph Palombi, Parks & Recreation Commission

INVOCATION: Councilmember Archuleta

PLEDGE OF ALLEGIANCE: Councilmember Armenta

SPECIAL PRESENTATIONS: None.

PUBLIC HEARING:

1. **Public Hearing – 2014 Congestion Management Program.** (1300)

Mayor Tercero opened the public hearing and noted that there was no written or oral communications to provide public testimony.

Community and Economic Development Director Martinez stated that this is an annual report submitted every year as required by state statute to adopt and update the Congestion Management Plan (CMP) and to submit the report to the Los Angeles County Metropolitan Transportation Authority (Metro) as not to jeopardize future funding.

Motion by Mayor Pro Tem Salcido, seconded by Councilmember Armenta to adopt Resolution No. 6774 affirming City conformance with the Congestion Management Plan. Motion carries on by the following roll call vote:

Resolution No. 6774 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, FINDING THE CITY TO BE IN CONFORMANCE WITH THE CONGESTION MANAGEMENT PROGRAM (CMP) AND ADOPTING THE CMP LOCAL DEVELOPMENT REPORT, IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 65089

AYES: Archuleta, Armenta, Camacho, Salcido, Tercero

NOES: None

1ST PERIOD OF PUBLIC COMMENT – AGENDA ITEMS ONLY:

Victor Gonzalez, West Coast Arborist:

- Addressed the City Council in regard to Item No. 10, award of Tree Maintenance Service. Expressed his appreciation for being able to provide 15 years of tree service to the community.

Roddie Rodriguez, President of the Pico Rivera Concerned Citizens Committee:

- Addressed the City Council regarding Item No. 8, sidewalk improvements.

CONSENT CALENDAR:

2. Minutes:

- Approved City Council regular meeting of July 22, 2014; Special meeting of August 8, 2014 and August 13, 2014
- Received and filed Parks & Recreation regular meeting of June 12, 2014 and July 10, 2014

3. Approved 3rd Warrant Register of the 2014-2015 Fiscal Year. (700)

Check Numbers: 262814-263326

Special Checks Numbers: None

4. Approval of Government Outreach to Provide a Citizen Relationship Management (CRM) System and Mobile Application System.

This item was pulled from the Consent Calendar for further discussion and clarification.

5. Designation of Voting Delegate. (100)

1. Appointed Brent A. Tercero as voting delegate and Bob J. Archuleta as alternate for the 2014 Annual League of California Cities Conference.

6. Pacific Graphics, Inc. Printing Agreement for Profile Newsletter and Parks and Recreation Guide. (500)

1. Approved printing services agreement and purchase order for Pacific Graphics, Inc. in an amount "not to exceed" \$173,254.50 for the citywide newsletter the Pico Rivera Profile and the Parks and Recreation Guide for fiscal years 2014-2017.

Agreement No. 14-1469

7. Residential Resurfacing Program, Phase "F" – Cape Seal Project, CIP No. 21292 – Authorization to Advertise for Construction. (500)

This item was pulled from the Consent Calendar for further discussion and clarification.

8. Sidewalk Improvement Project, CIP No. 21290 – Authorization to Advertise for Construction. (500)

This item was pulled from the Consent Calendar for further discussion and clarification.

9. Rosemead Boulevard Pedestrian Bridge Rehabilitation and Beautification Project, CIP No. 21240 – Reject all Bids. (500)

This item was pulled from the Consent Calendar for further discussion and clarification.

10. Tree Maintenance Services, RFB 2014-PW02 – Award Service Contract. (500)

This item was pulled from the Consent Calendar for further discussion and clarification.

11. Janitorial Services, RFB 2014-005 – Award Service Contract. (500)

This item was pulled from the Consent Calendar for further discussion and clarification.

12. Park Landscape Mowing Services, RFB 2014-PW01 – Award Service Contract.

(500)

This item was pulled from the Consent Calendar for further discussion and clarification.

13. Speed Limits Resolution – Engineering and Traffic Survey City Wide. (1200)

This item was pulled from the Consent Calendar for further discussion and clarification.

Motion by Mayor Pro Tem Salcido, seconded by Councilmember Archuleta to approve Consent Calendar Items No. 2, 3, 5, and 6. Motion carries by the following roll call vote:

AYES: Archuleta, Armenta, Camacho, Salcido, Tercero

NOES: None

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION:

4. Approval of Government Outreach to Provide a Citizen Relationship Management (CRM) System and Mobile Application System.

City Manager Bobadilla stated that the item presented is an application (“app”) that would provide a better tracking system for staff and citizens to report graffiti, pot holes and other issues of concern and for staff to efficiently resolve the issues.

Kendall Smith, President of Government Outreach provided a brief PowerPoint presentation describing the type of “apps” that would be available to citizens to report problems and to obtain information.

Motion by Councilmember Armenta, seconded by Mayor Pro Tem Salcido to approve Government Outreach to provide a CRM System and Mobile Application System. Motion carries by the following roll call vote:

AYES: Archuleta, Armenta, Camacho, Salcido, Tercero

NOES: None

7. Residential Resurfacing Program, Phase “F” – Cape Seal Project, CIP No. 21292 – Authorization to Advertise for Construction. (500)

Mayor Tercero and Councilmember Camacho asked City Attorney Alvarez-Glasman if they needed to recuse themselves from voting on this item. City Attorney Alvarez-

Glasman stated that this is a city-wide project and that there would be no need for them to recuse.

Motion by Mayor Pro Tem Salcido, seconded by Councilmember Armenta to: 1) Approve Plans, Specifications and Estimate (PS&E) for the Residential Resurfacing Program, Phase "F", Cape Seal Project, CIP No. 21292, and authorize the City Clerk to publish the Notice Inviting Bids, and 2) Approve the Notice of Exemption (NOE) for the subject project and authorize the City Clerk to file the NOE with the County Recorder. Motion carries by the following roll call vote:

AYES: Archuleta, Armenta, Camacho, Salcido, Tercero
NOES: None

8. Sidewalk Improvement Project, CIP No. 21290 – Authorization to Advertise for Construction. (500)

City Manager Bobadilla stated that this particular project is for the replacement and repair of damaged curbs, gutters, and sidewalks and not for the installation of new sidewalks. He also stated that this project will address ADA issues and that the funding would be allocated through Measure R funds.

Motion by Mayor Tercero, seconded by Councilmember Armenta to 1) Approve Plans, Specifications and Estimate (PS&E) for the Sidewalk Improvement Project, CIP No. 21290; and authorize the City Clerk to publish the Notice Inviting Bids; and 2) Approve the Notice of Exemption (NOE) for the subject project and authorize the City Clerk to file the NOE with the County Recorder. Motion carries by the following roll call vote:

AYES: Archuleta, Armenta, Camacho, Salcido, Tercero
NOES: None

9. Rosemead Boulevard Pedestrian Bridge Rehabilitation and Beautification Project, CIP No. 21240 – Reject all Bids. (500)

Councilmember Archuleta inquired about the bidding process asking if the City overshot the design.

City Manager Bobadilla stated that the project went out to bid and was bid too high. He stated that recently the project went out to bid again and came back even higher. In answer to Councilmember Archuleta's question, he stated that the amenities added to

the project are significant enough for the project cost to increase. He further stated that the recommendation is to reject all bids and for the Ad Hoc Committee to review the design and to provide a reduced scope of work or to provide additional funding.

Motion by Mayor Pro Tem Salcido, seconded by Councilmember Armenta to reject all submitted bids for the Rosemead Boulevard Pedestrian Bridge Rehabilitation and Beautification Project, CIP No. 21240. Motion carries by the following roll call vote:

AYES: Archuleta, Armenta, Camacho, Salcido, Tercero

NOES: None

10. Tree Maintenance Services, RFB 2014-PW02 – Award Service Contract. (500)

Mayor Pro Tem Salcido addressed his concerns with changing contractors since the City builds relationships and is pleased with the work provided by the current contractor.

City Manager Bobadilla and Public Works Director Enriquez explained that under direction of City Council the project went out to bid and that five bids were received with Trimming Land Company being the lowest responsible bidder. City Attorney Alvarez-Glasman further explained the meaning of lowest responsive and responsible bidder.

Motion by Mayor Pro Tem Salcido to continue the item for further discussion and evaluation. No second motion.

Further discussion ensued amongst City Council and staff regarding cost savings, the RFP process, reference checks, level of service, and state mandates regarding awarding the contract to the lowest responsible bidder. City Attorney Alvarez-Glasman confirmed that the award should go to the lowest responsible bidder, unless the City wants to be challenged in court on their decision if they should choose otherwise. Public Works Director Enriquez explained that Tree Pros Inc. was the lowest bidder but when staff inquired about cost for the inventory of trees, the added cost provided by Tree Pros put them at a higher rate.

Motion by Councilmember Armenta, seconded by Councilmember Archuleta to: 1) Award a three-year service contract in the amount of \$716,855.00 to Trimming Land Company, Inc. for Tree Maintenance Services; and 2) Authorize the Mayor to execute the contract in a form approved by the City Attorney. Motion carries by the following roll call vote:

Agreement No. 14-1535

AYES: Archuleta, Armenta, Camacho, Salcido, Tercero

NOES: None

11. Janitorial Services, RFB 2014-005 – Award Service Contract. (500)

Mayor Pro Tem Salcido asked if this is a new contract. Public Works Director Enriquez stated that direction was given to staff for an RFP and that a new contractor was selected based on the RFP process. City Manager Bobadilla explained that when finances allow, maintenance services will be provided in-house. Director Enriquez added that both libraries were added to the contract and ensured City Council that Public Work staff will stay abreast of the services being provided in regard to cost and manpower. He also stated that the City yard janitorial services were eliminated from the contract and will continue to be done in-house.

Motion by Councilmember Armenta, seconded by Councilmember Archuleta to: 1) Award a three-year service contract in the amount of \$172,152 to General Building Management for Janitorial Services; and 2) Authorize the Mayor to execute the contract in a form approved by the City Attorney. Motion carries by the following roll call vote:

Agreement No. 14-1536

AYES: Archuleta, Armenta, Camacho, Salcido, Tercero

NOES: None

12. Park Landscape Mowing Services, RFB 2014-PW01 – Award Service Contract. (500)

Mayor Pro Tem Salcido inquired about staff's in-house involvement with mowing services. Public Works Director Enriquez stated that the contractor will be mowing the large turf areas in the parks and that staff will continue to do the detailed landscaping in the parks as well as the street medians.

Mayor Pro Tem Salcido asked that the contract be as temporary as possible and that he would like to see these services moved back in-house. Councilmember Armenta concurred with Mayor Pro Tem Salcido's request.

Councilmember Archuleta suggested that if these services move back in-house that staff look into the type of equipment that may be needed so that it could be placed in a future budget.

Motion by Councilmember Armenta, seconded by Councilmember Archuleta to: 1) Award a three-year service contract in the amount of \$261,723 to BMC Landscape Management, Inc. for park landscape mowing services; and 2) Authorize the Mayor to execute the contract in a form approved by the City Attorney. Motion carries by the following roll call vote:

Agreement No. 14-1537

AYES: Archuleta, Armenta, Camacho, Salcido, Tercero

NOES: None

13. Speed Limits Resolution – Engineering and Traffic Survey City Wide. (1200)

Mayor Pro Tem Salcido inquired about placing a stop sign at Bartolo Avenue and Beverly Road. Public Works Director Enriquez stated that he will be ready by next City Council meeting to state whether a stop sign is warranted at that location.

Motion by Mayor Pro Tem Salcido, seconded by Councilmember Armenta to: 1) Adopt Resolution No. 6775 approving Engineering and Traffic Survey recommendations regarding speed limits along City street segments, as described in said Resolution. Motion carries by the following roll call vote:

Resolution No. 6775 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, DESIGNATING SPEED LIMITS FOR CERTAIN CITY STREETS

AYES: Archuleta, Armenta, Camacho, Salcido, Tercero

NOES: None

LEGISLATION:

14. Single-Use Plastic Bag Ordinance.

Assistant to the City Manager Chavez stated that approximately a 117 cities within the state have passed ordinances restricting the use of plastic carryout bags. He stated that

the State of California is currently considering Senate Bill 270 which would pre-empt local jurisdiction from its regulations if they initiate proceeding prior to September 1, 2014 and adopt an ordinance by January 1, 2015. The recommendation, he stated, is for Council to adopt a resolution to initiate proceedings to bring forth an ordinance to regulate single-use bags and preserve all regulatory options.

Councilmember Armenta, for clarification purposes, stated that this is a resolution and not an ordinance to which Assistant to the City Manager Chavez responded in the affirmative. Mr. Armenta further stated that he would like the Ad Hoc Committee to solicit input and partner with the surrounding businesses, like Wal-Mart, Target and grocery stores, which this change could have a potential impact on.

City Manager Bobadilla stated that Ralph's Grocery Store offers a 10 cent incentive to customers who waive using a plastic bag.

Councilmember Camacho stated that in researching this subject, he found that there is little economic impact on the banning of plastic bags. He also stated that he is mindful of the impact it could have on the business community.

Councilmember Archuleta stated that he supports the resolution and Mayor Tercero stated that he has been met with positive attitudes in addressing the issue with local businesses and residents.

Motion by Councilmember Armenta, seconded by Councilmember Camacho to adopt Resolution No. 6776 supporting the restriction of the use of single-use carry out bags. Motion carries by the following roll call vote:

Resolution No. 6776 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, SUPPORTING THE BAN OF ALL SINGLE-USE SHOPPING BAGS (PLASTIC, PAPER AND BIODEGRADABLE)

AYES: Archuleta, Armenta, Camacho, Tercero

NOES: Salcido

MAYOR/COUNCILMEMBER REPORTS ON INTERGOVERNMENTAL AGENCY MEETINGS:

Councilmember Camacho stated that SEAACA has the potential to expand and manage another facility in Orange County and stated that there is no initial benefit to the organization.

Councilmember Armenta reported that the County Sanitation District would like to recognize four to five businesses in Pico Rivera that have met the storm water compliance permit.

NEW BUSINESS:

Councilmember Armenta requested that a Medical Marijuana Dispensary Ad Hoc Committee be formed to address the concerns of this type of facility in the community. Mayor Tercero appointed Councilmember Armenta and Mayor Pro Tem Salcido to the Medical Marijuana Dispensary Ad Hoc Committee. Mr. Armenta also requested that staff assist with houses that are not in compliance with City building permits to help reconcile issues during the sale of a home.

Councilmember Camacho invited the residents to attend the Senior & Kids Health and Fitness Festival at Smith Park on Saturday, August 29, 2014.

Mayor Tercero also invited the community to come out and walk at the Senior Center/Smith Park on Wednesday, August 27, 2014 at 8:00 a.m. and mentioned that the Pio Pico Woman's Club will be hosting a regional council in the City. He asked that City staff work with the Woman's Club to get them what they need.

Councilmember Archuleta congratulated the Twin Cities Wolverine's for being part of the Pop Warner Football program.

City Manager Bobadilla noted that all Directors' are currently using laptops for the electronic agendas and that City Council will be coming on board soon.

OLD BUSINESS:

Councilmember Archuleta thanked the Sheriff's Department for their assistance with the Concerts in the Park and thanked Councilmember Armenta for helping to find supporters to fund the entertainment. Councilmember Armenta acknowledged the vendors who provided the funding.

Councilmember Camacho requested that staff revisit the insurance company on Whittier and Rosemead Boulevards to re-enforce the City's policy on handheld banner advertisements.

Recessed to Water Authority at 7:20 p.m.

ALL MEMBERS WERE PRESENT

Reconvened from Water Authority at 7:23 p.m.

ALL MEMBERS WERE PRESENT

2ND PERIOD OF PUBLIC COMMENTS – ALL OTHER CITY-RELATED BUSINESS:

Chris Warburton, Librarian:

- Addressed the City Council regarding new library hours for both Rivera and Mines libraries.

Tony Melendez:

- Addressed the City Council regarding deputy shooting and opposes banning plastic bags.

Virginia Aguirre:

- Addressed the City Council to thank the Sheriff's Department for making the community safe.

Paula Murga:

- Addressed the City Council regarding striping of Beverly Road from Rio Hondo Park to Industrial Buildings.

Roddie Rodriguez, President of the Pico Rivera Concerned Citizens Committee:

- Addressed the City Council regarding safety of the City and to thank the Sheriff's Department for doing a good job.

John Belmonte, Vice President of the Pico Rivera Concerned Citizens Committee:

- Addressed the City Council regarding the Sheriff's Department protecting the City from organized crime.

Melissa Garcia:

- Addressed the City Council regarding excessive force of deputy Sheriff's.

Marisol Santos:

- Addressed the City Council regarding harassment from Sheriff Personnel.

Carlos Cruz, Executive Director/Chamber of Commerce:

- Addressed the City Council regarding the ban of single-use bags.

Mario Bracy:

- Addressed the City Council to thank the Sheriff's Department for doing a good job and mentioned that the City's website needs to be updated.

Zita Rodriguez:

- Addressed the City Council to thank Captain Castellanos for his meeting, objects to contracting out services, commented on single-use bags, and thanked Director Gonzalez for her assistance with the general federation of the Woman's Club.

Mayor Pro Tem Salcido stated that the City Council hears the concerns of the residents and are doing what they can to help the community.

Recessed to Closed Session at 7:54 p.m.

ALL MEMBERS WERE PRESENT

Reconvened from Closed Session at 8:09 p.m.

ALL MEMBERS WERE PRESENT

CLOSED SESSION:

a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9 subdivision (d) paragraph (1)

Jeff Tracy, Inc. dba Land Forms Construction v. City of Pico Rivera

Case No. VC063151

City Attorney Alvarez-Glasman stated direction was provided to legal counsel, that there was no final action taken and nothing further to report.

ADJOURNMENT:

Mayor Tercero adjourned the City Council meeting at 8:10 p.m. in memory of Eddie Garcia, World War II Veteran. There being no objection it was so ordered.

AYES: Archuleta, Armenta, Camacho, Salcido, Tercero

NOES: None

Brent A. Tercero, Mayor

ATTEST:

Anna M. Jerome, City Clerk

I hereby certify that the foregoing is a true and correct report of the proceedings of the City Council regular meeting dated August 26, 2014 and approved by the City Council on September 9, 2014.

Anna M. Jerome, City Clerk

4th WARRANT REGISTER OF THE 2014-2015 FISCAL YEAR

MEETING DATE: 09/09/14

TOTAL REGISTER AMOUNT: \$1,556,446.80

CHECK NUMBERS:
263327-263434
263438-263558

SPECIAL CHECK NUMBERS: 263435-263437

REGULAR CHECK TOTAL: \$1,515,677.15

SPECIAL CHECK TOTAL: \$50,769.65

TOTAL REGISTER AMOUNT: \$1,566,446.80

PAYROLL REGISTER P/P 08/08/14 - 08/22/14

Pay Date: 08/28/14

VOID ACH CKS _____
-

VOID CKS _____
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Scrap:

391218
391220
391286

SPECIAL CKS
391219 3,838.15

3,838.15

CKS
391221 - 391285 44,862.90

44,862.90

ACH
391287 - 391491 246,453.38

246,453.38

TOTAL _____
295,154.43



To: Mayor and City Council
From: Assistant City Manager
Meeting Date: September 9, 2014
Subject: CONFLICT-OF-INTEREST CODE BIENNIAL REVIEW

Recommendation:

Rescind Resolution No. 6697 and adopt Resolution amending the City of Pico Rivera's Conflict-of-Interest Code for the City Council, pursuant to the requirements of the State Political Reform Act.

Fiscal Impact: None.

Discussion:

The California Code of Regulations, Regulation 2, Section 18730, the standardized Conflict-of-Interest Code, and the State of California's Government Code § 87306.5, also known as the Political Reform Act, provided for and require a biennial review of the local Conflict-of-Interest Code in even numbered years. The Conflict-of-Interest Code requires designated officials and employees to disclose sources of income, interests in real property, investments and business positions if such are located within the jurisdictional boundaries of the City of Pico Rivera.

The Conflict-of-Interest Code ("Code") for all subject agencies of the City (City Council, Successor Agency, Housing Assistance Agency, Water Authority, and Public Financing Authority) was last amended and revised September 11, 2012. Amendments to the Conflict-of-Interest Code for the City have been made and reflect the current organizational changes in the "Designated Officers and Employees/Disclosure Categories."

CONFLICT-OF-INTEREST CODE BIENNIAL REVIEW

September 9, 2014

Page 2 of 2

Changes are shown in Appendix "A" attached. Because of these changes, amendments to the Code are necessary and, when made, will satisfy State requirements.

A handwritten signature in black ink, appearing to read "René Bobadilla". The signature is fluid and cursive, with a prominent initial "R" and a long, sweeping underline.

René Bobadilla

RB:AJ

Attachment: 1) City Council Resolution: Appendix A, B, and C

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, RESCINDING RESOLUTION NO. 6697 AND ADOPTING A CONFLICT-OF-INTEREST CODE APPLICABLE TO THE MEMBERS OF THE CITY COUNCIL AND DESIGNATED CITY COMMISSIONERS AND EMPLOYEES BY INCORPORATING REGULATION 2, CALIFORNIA CODE OF REGULATIONS, SECTION 18730 THE STANDARDIZED CONFLICT-OF-INTEREST CODE

WHEREAS, a Conflict-of-Interest Code (“COI”) for city elected officials, commissioners and employees was adopted on September 7, 1976; and

WHEREAS, said Conflict-of-Interest Code for city elected officials, commissioners and employees was last amended on September 11, 2012; and

WHEREAS, there have been a couple changes in employment classifications since September 11, 2012; and

WHEREAS, the Fair Political Practices Commission (“FPPC”) has adopted Regulation 2, California Code of Regulations, Section 18730, which contains the terms of a Standard Conflict-of-Interest Code, which can be incorporated by reference, and which may be amended by the FPPC to conform to amendments in the Political Reform Act after public notice; and

WHEREAS, Government Code Section 87306.5 requires every local agency to review its Conflict-of-Interest Code in all even numbered years.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. Resolution No. 6697 is hereby rescinded.

SECTION 2. In compliance with Government Code Section 87300, the City Council hereby adopts the attached Conflict-of-Interest Code, which incorporates Regulation 2, California Code of Regulations, Section 18730 – the Standardized Conflict-of-Interest Code, by reference.

SECTION 3. The Conflict-of-Interest Code shall be applicable to the City Council, all specified positions under Government Code Section 87200, Commissioners and the designated positions set forth in Appendix “A” including those consultants set forth in Appendix “B” and as further defined in the attached Conflict-of-Interest Code.

SECTION 4. That the City Clerk shall certify to the passage and adoption of this Resolution and hereafter shall be in full force and effect.

RESOLUTION NO. _____

Page 2 of 2

ADOPTED AND APPROVED this _____ day of _____, 2014.

Brent A. Tercero, Mayor

ATTEST:

APPROVED AS TO FORM:

Anna M. Jerome, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

AYES:

NOES:

ABSENT:

ABSTAIN:

APPENDIX "A"

**CITY OF PICO RIVERA
SPECIFIED OFFICERS AND EMPLOYEES
(Government Code §87200)**

- MAYOR AND COUNCIL MEMBERS
- CITY MANAGER
- CITY ATTORNEY
- CITY TREASURER/DIRECTOR OF FINANCE
- PLANNING COMMISSION

**ADDITIONAL OFFICIALS WHO MANAGE OR GIVE
ADVICE REGARDING PUBLIC INVESTMENTS**
(Government Code §87200)

- Assistant City Manager
- Assistant City Treasurer

DESIGNATED OFFICERS AND EMPLOYEES/ DISCLOSURE CATEGORIES
(Government Code §87300)

<u>DEPARTMENT</u>	<u>DISCLOSURE CATEGORY</u>
ADMINISTRATION	
Senior Manager	1
Assistant to the City Manager.....	1
Analyst (Vacant).....	1
Senior Executive Assistant	3
Senior Technician	5
Manager	1
Senior Analyst	1
<ul style="list-style-type: none">• Title of Senior Manager was added to the Administration Department.• Title of Assistant to the City Manager was added to the Administrative Department.	
CITY ATTORNEY	
Assistant Deputy City Attorney	1
CITY CLERK	
City Clerk	1
Deputy City Clerk (Vacant).....	3

COMMUNITY AND ECONOMIC DEVELOPMENT

Director 1
 Deputy Director 1
 Manager 1
 Senior Supervisor 1
 Coordinator 3
 Senior Planner (Vacant)..... 1
 Planner 4
 Assistant Planner 4
 Building Official 1
 Building Inspector 4
 Senior Building Inspector..... 1

FINANCIAL MANAGEMENT

Deputy Director/Deputy City Treasurer 1
 Senior Manager 1
 Manager 1
 Revenue Collections Assistant 2
 Senior Technician 2

PUBLIC WORKS

Director 1
 Deputy Director 1
 Senior Coordinator 1
 Senior Analyst 2
 Engineer 1
 Senior Inspector 1
 Associate Engineer 1
 Supervisor 2
 Senior Supervisor 2
 Utilities Manager 3
 Superintendent 1
 Assistant City Engineer 1

PARKS & RECREATION

Director 1
 Deputy Director 1
 Manager 1
 Senior Coordinator 2
 Supervisor 2

AGENCIES, COMMISSIONS & COMMITTEES

Relocation Appeals Board 1
 Licensing and Hearing Board 4
 Parks & Recreation Commission 1
 Sister City Commission 1

APPENDIX “B”

CONSULTANTS*

*Consultants shall be included in the list of designated employees and shall disclose, pursuant to the broadest disclosure category in the Code, subject to the following limitation:

The executive director or executive officer may determine in writing that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirements described in this section. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The executive director’s or executive officer’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict-of-Interest Code.

APPENDIX “C”

DESIGNATED EMPLOYEES CATEGORIES

CATEGORY 1- Full Disclosure

A designated employee in this category must report all investments, business positions, interests in real property, and sources of income, including gifts, loans, and travel payments.

CATEGORY 2- Limited Disclosure (Purchasing)

For officials and designated employees with limited decision making authority mainly related to purchasing goods and services.

A designated position in this category must report:

Interests in real property, investments and business positions in business entities, and income, including gifts, loans, and travel payments, which provide services, supplies, materials, machinery or equipment of the type utilized by the City of Pico Rivera as well as from sources that:

- (A). Are, or were, during the previous two years a “candidate,” “public official,” “committee,” “lobbyist firm,” or “lobbyist employer” within the meaning of the Political Reform Act, or file periodic reports pursuant to Section 86114 and 86116; or
- (B). Are attorneys that represent persons described in Category 2(A) in matters directly related to their status as described in Category 2(A); or
- (C). Are committee treasurers; or
- (D). Were the subject of a complaint to, investigation by, or enforcement action of, the Commission, that was acted upon or participated in by the filer during the period covered by the statement.

CATEGORY 3- Limited Disclosure (Purchasing)

For officials and designated employees with limited decision making authority mainly related to purchasing goods and services.

A designated position in this category must report investments and business positions in business entities, and income, including gifts, loans, and travel payments, which provide services, supplies, materials, machinery or equipment of the type utilized by the designated employee’s department or division as well as from sources that:

- (A). Are, or were, during the previous two years a “candidate,” “public official,” “committee,” “lobbyist firm,” or “lobbyist employer” within the meaning of the Political Reform Act, or file periodic reports pursuant to Section 86114 and 86116;
or
- (B). Are attorneys that represent persons described in Category 3(A) in matters directly related to their status as described in Category 3(A); or
- (C). Are committee treasurers

CATEGORY 4- Limited Disclosure (Regulatory)

For officials and employees with limited decision making authority mainly related to regulatory permitting or licensing.

A designated position in this category must report investments and business positions in business entities, and income, including gifts, loans, and travel payments, which are subject to the regulatory, permit or licensing authority of the City of Pico Rivera as well as from sources that:

- (A). Are of the type that within the previous two years has provided services, equipment, leased space, materials, or supplies to the City.

CATEGORY 5- Limited Disclosure (Regulatory)

For officials and employees with limited decision making authority mainly related to the provision of goods and services.

A designated position in this category must report investments and business positions in business entities, and income, including gifts, loans, and travel payments from sources that manufacture, distribute, supply, or install computer hardware or software of the type utilized by the City, as well as entities providing computer consultant services.



To: Mayor and City Council

From: City Manager

Meeting Date: September 9, 2014

Subject: PICO RIVERA SPORTS ARENA AND GOLF COURSE
CAPITAL IMPROVEMENT AND CONSULTANT
SERVICES

Recommendation:

- 1) Appropriate \$200,000 of EDA Program Income Fund for tenant and capital improvements at the Pico Rivera Golf Course.
- 2) Amend agreement No. 13-1407 Exhibit A with LEBA Inc. to include former campground.
- 3) Approve agreement with Enviro Communications Inc. for consulting services relating to the Pico Rivera Sports Arena and Pico Rivera Golf Course.

Fiscal Impact:

- a) \$200,000 from City EDA Program Income Fund.
- b) No impact to the Concessionaire Agreement with LEBA Inc.
- c) \$102,000 from Sports Arena Enterprise Fund.

Discussion:

On August 13, 2014, staff met with the Sports Arena Ad Hoc Committee (Camacho & Armenta) to discuss issues of concern at the Pico Rivera Sports Arena and Pico Rivera Golf Course.

At the Golf Course, GolfLinks Management, Inc. presented the Ad Hoc Committee with a brief update on the continued success of golf operations and community participation since taking over the course in 2012, making the facility a vital community asset.

PICO RIVERA SPORTS ARENA AND GOLF COURSE CAPITAL IMPROVEMENT
AND CONSULTANT SERVICES

Page 2 of 3

However, GolfLinks expressed concern on the lack of capital funds available to address needed improvement to the clubhouse and concessionaire areas that would enhance the future marketing ability of the course.

The competitive landscape of municipal golf facilities has changed over the years with respect to the number of surrounding competing courses and the golf experience such courses offer, and the expectations of the golfing public. To ensure that the Pico Rivera Golf Course remains competitive in the regional golf and event market and to provide an enhanced golf and event experience, investments are needed at our facility. In an effort to address this need, the Ad Hoc Committee recommends the City provide an infusion of \$200,000 in funds from the City EDA Program Income Fund toward much needed tenant and capital improvements at the Pico Rivera Golf Course. GolfLinks is confident that the implementation of these improvements will place them in a position to attract a new competitive service concessionaire to operate the restaurant and banquet facility at the golf course.

At the Sports Arena, the Ad Hoc Committee continued with discussions on operations and maintenance upgrades recently implemented as a result of the new Concessionaire Agreement with LEBA Inc. The Concessionaire expressed to the Ad Hoc Committee an interest in the merging of the former Bicentennial Campgrounds into their Sports Arena master lease to expand recreational and entertainment opportunities at their facility. In light of the lack of current options to develop the former campgrounds, coupled with the annual \$20,000 cost for maintaining and abating weeds, the Ad Hoc recommends amending the current Sports Arena Concessionaire lease to include the former campground. In compliance with the Master Plan of the US Army Corps of Engineers, the concessionaire will be required to continue passive recreation activities at the park.

Subsequent to the meetings with the Concessionaires, the Ad Hoc Committee and staff continued discussion on the need to secure funding to maximize the potential of the valuable community assets. It was determined that in order to seek funding opportunities for the Pico Rivera Sports Arena and Golf Course, professional services are warranted. Staff recommends entering a service agreement with Enviro Communications Inc., to assist the City in seeking potential funding opportunities available at federal, state and regional levels relating to the development and improvement of the Pico Rivera Sports Arena, Campground and Golf Course.

PICO RIVERA SPORTS ARENA AND GOLF COURSE CAPITAL IMPROVEMENT
AND CONSULTANT SERVICES

Page 3 of 3

Enviro Communications Inc. has extensive experience in seeking and securing regional and federal funding for the development of public sector projects. Enviro Inc. currently provides consulting services to various local cities in the southeast area and has assisted in securing and implementing capital improvement and economic development projects. The City views the need for such services and the extension of staff in efforts to secure funds/grants at state and federal levels as well as with SCAG, METRO, SCAQMD, and Army Corps of Engineers.



Rene Bobadilla

RB:RC:sp

Attachment "A" (Description of Pico Rivera Sports Arena)

Attachment "B" (Agreement- Public Policy, Strategy, and Advocacy)

Attachment A

CONCESSION AGREEMENT NO. 13-1407 FOR THE OPERATION AND MAINTENANCE OF THE PICO RIVERA SPORTS ARENA

Exhibit A

DESCRIPTION OF THE PICO RIVERA SPORTS ARENA

The premises include the Pico Rivera Sports Arena, its grounds and improvements, rodeo and equestrian facilities and equipment, including but not limited to restaurant equipment if any, tractors, trucks, maintenance vehicles, the adjacent unpaved parking area, paved parking area, all improvements contained thereon, and all Arena signage. The premises shall include that area commonly known as the Pico Rivera Horse Stables and Bicentennial Park Campgrounds."



AGREEMENT NO. _____

PUBLIC POLICY, STRATEGY AND ADVOCACY

THIS AGREEMENT FOR PUBLIC POLICY, STRATEGY AND ADVOCACY, hereinafter referred to as "AGREEMENT" is made and entered into on this ____ day of _____, 2014, by and between the CITY OF PICO RIVERA, hereinafter referred to as "CITY" and ENVIRO COMMUNICATIONS, INCORPORATED, a California Corporation, hereinafter referred to as "ENVIRO," collectively referred to herein as the Parties.

RECITALS

WHEREAS, Enviro Communications, Inc. has been successful in representing cities at federal, state and regional levels;

WHEREAS, the CITY desires to retain Enviro Communications, Inc. to provide services on federal, state and regional levels; and

WHEREAS, the CITY will benefit from direct representation of its interests at federal, state and regional levels through services provided by Enviro Communications, Inc.

NOW, THEREFORE, the Parties agree as follows:

I. DESCRIPTION OF SERVICES

ENVIRO shall represent the interests of the CITY before government agencies as described in detail in the "Scope of Services," attached hereto as Attachment "A", and by reference made a part hereof.

II. INDEPENDENT CONTRACTOR

ENVIRO is an independent contractor. As such, ENVIRO shall have no power or authority to incur any debt, obligation or liability on behalf of the CITY. Further, ENVIRO is not entitled to any benefit typically associated with an employee such as medical, sick leave or vacation benefit.

III. COMPENSATION

ENVIRO shall be compensated for services rendered in accordance with the terms and conditions specifically described in Scope of Services, Section V "Compensation for Services," attached hereto as Attachment "A," and by reference made a part hereof.

Any and all "Hourly" and "Supplemental Costs," as described in Attachment "A" shall

receive prior written approval by the City Manager for not-to-exceed amount per specified project.

IV. TERM

This Agreement shall remain in effect for twelve (12) months from date of execution.

V. REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICE

A. The principal representative of the CITY shall be:

B. The principal representative of ENVIRO shall be:

Robert M. Levy
Enviro Communications, Incorporated
11425 Ayrshire Road
Los Angeles, California, 90049

C. Formal notices, demands and communications to be given hereunder by either Party shall be made in writing and may be effected by personal delivery or by mail.

VI. ASSIGNMENT AND SUBCONTRACTING

ENVIRO shall not assign or subcontract the rights or responsibilities under this Agreement without the express, written consent of the CITY, which may be withheld for any reason or for no reason.

VII. WORK PRODUCT / REPORTS

Any and all documents, reports, materials and any other work product prepared or developed by ENVIRO under this Agreement, whether complete or not, are the property of the CITY and shall be turned over to the CITY promptly at the CITY's request or upon termination of the Agreement, whichever occurs first.

The CITY shall designate in writing all information it believes to be confidential. ENVIRO shall protect such information as it would protect its own proprietary information.

VIII. FACILITIES AND EQUIPMENT

ENVIRO shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to the Agreement.

IX. INSURANCE

- A. Workers' Compensation and General Liability Insurance - ENVIRO shall procure and keep in force for the length of time specified in the following sections, at ENVIRO's own cost and expense, the following policies of insurance or certificates or binders as necessary to represent that coverage in place with companies doing business in California and which are acceptable to CITY, ENVIRO shall provide CITY with copies of all insurance policies. ENVIRO shall, pending acceptance of insurance, supply and furnish CITY with information showing such insurance policies are in force with the written understanding of each insurer to give the CITY thirty (30) days prior written notice of cancellation, termination or material change of such insurance coverage. The insurance shall at a minimum include:

Workers' Compensation insurance, as required by laws of the State of California during the term of this Agreement. ENVIRO certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provision of that Code. ENVIRO shall comply with the provisions of Section 3700 of the Labor Code before commencing the performance of the work under this Agreement.

X. RESOLUTION OF DISPUTES

- A. Disputes regarding the interpretation or application of any provisions of the Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

XI. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions nevertheless will continue in full force and effect without being impaired or invalidated in any way.

XII. GOVERNING LAW

This Agreement shall be governed by and enforced in accordance with the laws of the State of California.

XIII. ENTIRE AGREEMENT

This Agreement, together with Attachment "A", Scope of Services, supersedes any and all other agreements, either oral or written, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that any representation, statement or promise by any party which is not contained in this Agreement shall not be valid or binding. Any modification of this Agreement shall be effective only if written and signed by the Parties.

ATTACHMENT "A"

FOLLOWS

ATTACHMENT "A"

SCOPE OF SERVICES

I. LEGISLATIVE TRACKING

ENVIRO shall monitor the introduction of bills and amendments filed in the California/United States legislature and related regulatory developments that might uniquely impact the CITY and its affiliated agencies as they relate to potential funding opportunities. Whenever possible, ENVIRO shall advise CITY prior to introduction of any such legislation and provide timely reports on the scheduling of proposed action on bills so CITY may take a proactive approach to address the CITY's needs.

II. FUNDING OPPORTUNITIES

ENVIRO shall identify and seek out potential funding opportunities through grants, loans and other sources available at federal, state and regional levels with public agencies; work with and support various consultants working with the CITY or CITY staff where directed by the City Manager; funding opportunities relating to the Stadium and surrounding property, golf course and related properties.

Specifically:

Identify federal funding opportunities

Identify regional funding opportunities

Develop platform for securing regional funding opportunities

Advocate before regional entities for funds

Develop protocols for securing funds

Develop protocols for overseeing fund expenditures

Assist in monitoring fund disbursement

Assist grant writers and/or other City team members in securing funds/grants at State and federal levels

Work with staff and council members who represent the City with agencies like but not limited to SCAG, METRO, SCAQMD, ARMY CORP OF ENGINEERS, et.al.

Attend meetings, conferences, etc. with City officials for the purpose of securing funding sources

III. CONTENT ANALYSIS

Upon request, ENVIRO shall provide an analysis of the political viability and content of legislation or regulation. Such information shall be sufficient as to enable the CITY to make informative and timely decisions regarding the effect such legislation may have

upon the CITY and/or its Agencies.

IV. STRATEGY/IMPLEMENTATION

The CITY may request ENVIRO to engage in meetings with members of the CITY's administration, government legislatures and others in order to make direct representation of the CITY's interests.

The CITY may seek assistance from ENVIRO in arranging meetings between CITY officials and legislators. Such assistance may include planning and arranging of facilities for such activities.

In providing the above services, ENVIRO shall provide advocacy support with, including but not limited to, the following agencies:

- State Legislature
- State Agencies
- Federal Legislature
- Federal Agencies
- Regional Agencies

V. COMPENSATION FOR SERVICES

Retainer per month shall be Eighty-five Hundred Dollars (\$8,500.00) plus expenses and ill include the services herein described. ENVIRO shall invoice the CITY monthly for work to be performed, with payment due no later than the First Day of the upcoming month.

A. Supplement Services Quotation

Based on the scope of work requested, but not covered in the Scope of Work identified herein, ENVIRO will provide a not-to-exceed quotation on supplemental services, which shall be approved by the City Manager prior to beginning a project. Hourly rates are as follows:

Federal Tracker	\$1,000.00 per month
Assistant Associates	\$125.00 per hour
Principals	\$275.00 per hour
Clerical	\$ 75.00 per hour
Associates	\$175.00 per hour

B. Travel and Costs

Travel expenses shall be reimbursed to ENVIRO at cost.

(END OF TEXT. SIGNATURE PAGE TO FOLLOW)

AGREEMENT NO. _____
Page 8 of 8

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their duly authorized and respective officers.

“City”
City of Pico Rivera

By: _____
Brent A. Tercero, Mayor,

Date: _____

“ENVIRO”
Enviro Communications, Inc.

By: _____
Robert M. Levy
President/CEO

Date: _____

ATTEST:

APPROVED AS TO FORM:

Anna M. Jerome, City Clerk

Arnold M. Alvarez-Glasman, City Attorney



To: Mayor and City Council

From: City Manager

Meeting Date: September 9, 2014

Subject: 2014-2015 MEMORANDUM OF UNDERSTANDINGS FOR FULL-TIME BARGAINING UNIT AND DIRECTORS BARGAINING UNIT

Recommendation:

- 1) Approve a one year Memorandum of Understanding (MOU) between the City of Pico Rivera and Service Employees International Union (SEIU) Local 721- Full-time Bargaining Unit for the period commencing July 1, 2014 and ending midnight on June 30, 2015.
- 2) Approve a one year Memorandum of Understanding (MOU) between the City of Pico Rivera and Service Employees International Union (SEIU) Local 721- Directors Bargaining Unit for the period commencing July 1, 2014 and ending midnight on June 30, 2015.

Fiscal Impact: There is minimum impact on the general fund for salary and benefits for Fiscal Year 2014-2015.

Discussion:

The City of Pico Rivera has concluded negotiations with SEIU's Full-time bargaining unit and Directors bargaining unit.

Highlights of the Directors Bargaining Unit MOU include the following:

- The City and Union agree there will be four unpaid City holidays for fiscal year 2014-2015:
Christmas week - December 24, 26 & 31, 2014
President's Day – February 16, 2015
- Union agrees to defer the Transportation Allowance for Fiscal Year 2014-2015

Highlights of the Full-Time Bargaining Unit MOU include the following:

- The City and Union agree there will be four unpaid City holidays for fiscal year 2014-2015:
Christmas week - December 24, 26 & 31, 2014
President's Day – February 16, 2015
- City agrees to provide protective footwear for Parking Enforcement Officers, Neighborhood Improvement Officers, and Building Inspectors and to allow footwear accessories within the existing maximum footwear allowance (\$150)
- The City and Union have agreed to continue discussions of mutual concern in Joint Labor-Management Committee meetings during the term of this agreement. Any findings or recommendations of the Committee would be discussed with the City Council and would require final approval from the City Council.



René Bobadilla

RB:CB

Enc: 1) MOU SEIU Local 721 – Full-time Bargaining Unit
2) MOU SEIU Local 721 – Directors Bargaining Unit



MEMORANDUM OF UNDERSTANDING

Between

CITY OF PICO RIVERA

And

**SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 721 – FULL-TIME BARGAINING UNIT**

JULY 1, 2014– JUNE 30, 2015

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ARTICLE 1

PREAMBLE

This Memorandum of Understanding (MOU) is made and entered into between the representatives of the City of Pico Rivera, hereinafter referred to as "City" and Service Employees International Union, Local 721, hereinafter referred to as "Union", pursuant to the California Government Code Section 3500, et. seq.

This MOU will be effective July 1, 2014 to June 30, 2015. Unless otherwise provided for herein, the following changes in terms and conditions of employment shall be effective upon Council adoption of this MOU.

ARTICLE 2

PRIOR AND EXISTING CONDITIONS

During the specified term of this agreement, there shall be no change in those matters within the scope of representation that are specifically provided for in this MOU.

ARTICLE 3

RECOGNITION

The City hereby formally recognizes Service Employees International Union, Local 721, as the exclusive representative of the bargaining unit representing those full-time employees within the classification listed in Attachment "A" attached. City agrees to meet and confer on all matters relating to the scope of representation pertaining to said employees as authorized by law, except as limited by this agreement.

ARTICLE 4
NON-DISCRIMINATION

The parties agree that there shall be no discrimination against any applicant or employee based upon race, color, national origin, ancestry, age, gender, physical disability, mental disability, genetic information, religion, religious creed, marital status, medical condition, sexual orientation, political activity, union activity.

ARTICLE 5
SALARIES

Salaries shall remain at the 2013-2014 level with the exception of merit increases.

See "Attachment A: REPRESENTED NON-SUPERVISORY EMPLOYEES AND MONTHLY SALARIES" in reference to this article.

The City shall provide all SEIU Local 721 represented employees covered by this agreement with any greater economic benefits provided to any other City bargaining unit, group, or individual that they may receive during the term of this agreement.

Pay Plan– Merit Increases

Each employee, other than Maintenance Workers (addressed immediately below) will be placed within the five-step salary range A-E. Employees shall be paid a salary within the range established for the position under the salary schedule. Pay increases shall not be automatic, but shall depend upon the merit and performance of the employee, as determined by the Department Head, with the concurrence of the City Manager. The first opportunity for a merit increase would be at the end of the probationary period. Subsequent merit increase opportunities will occur annually.

Maintenance Worker F & G Step

The Maintenance Worker classification will have a seven-step range, with five percent (5%) between each step. The two highest paying steps will be granted to an employee if s/he receives an above average rating on his/her annual review. If an employee at E step or F step does not

achieve an above average rating, s/he may be reviewed again in six months and be considered for the F step or G step respectively.

Shift Differential

Normal work hours fall between 6:30 a.m. and 8:00 p.m. When the City assigns an employee to work after 8:00 p.m. or before 6:30 a.m. the employee will receive additional pay in the amount of five percent (5%) of the regular rate for their classifications for all hours worked after 8:00 p.m. and before 6:30 a.m.

If a position is regularly scheduled outside of the normal work hours defined above, then no shift differential will be paid. Alternatively, if an employee requests a change in shift which is regularly scheduled outside of the normal work hours defined above, then no shift differential will be paid. Overtime pay and call outs are exempt from shift differential pay.

Move Up Pay

In the event that an employee is assigned by a department head or his/her designee, to work in a higher compensated classification and works in that capacity for a minimum of a full work day, he/she will receive the pay of the higher rated classification. The increase in pay shall be at least five percent (5%), not to exceed the top step of the higher rated classification.

ARTICLE 6 CLASSIFICATION PLAN

The City shall fund and staff the Maintenance Crew Leader position. Although staffing levels and method of operation are management rights which are not waived by virtue of the crew leader proposal set forth herein, the City does state as its intent that there shall be one (1) Maintenance Crew Leader for up to and including six (6) persons in a crew in the Field Maintenance Division (the number of crewmembers shall include both full and part-time employees assigned to the crew.) A "crew" shall be designated as such by supervisors, and shall generally consist of employees who are functioning under the guidance of a crew leader.

It is agreed and acknowledged by the parties, that funding and staffing the Maintenance Crew Leader position shall likely result in vacancies in lower compensated classifications. The City shall have no duty to fill any such vacancies. Crew leader positions provided for in this article shall not be filled by provisional appointments.

ARTICLE 7
PERFORMANCE EVALUATIONS

The City agrees that an employee shall be provided a full and detailed explanation of his/her performance rating for the designated review period. If the employee is eligible for a merit increase, the merit increase shall be implemented the first full pay period following the employee's anniversary date. In any instance where an annual performance evaluation is not completed on or before the anniversary date and the employee is eligible for a merit increase, the merit increase shall be implemented retroactive to the first full payroll period following the employee's anniversary date. Eligibility for a merit increase is a "satisfactory" or above performance evaluation. The City agrees that each employee will receive a copy of his or her performance evaluation and it is agreed that the employee's signature on the evaluation form shall not necessarily indicate agreement with the content of said evaluation.

ARTICLE 8
WORK SCHEDULES

The City operates under an Alternative Work Week schedule commonly known as the "9/80 Plan." The "9/80 Plan" generally includes a) employees will work nine (9) hours on Monday through Thursdays and eight (8) hours on every other Friday; b) the alternate Fridays will be a day off and City Hall will be closed; c) City Hall hours are 7:30 a.m. to 5:30 p.m. Monday through Friday; d) City Yard hours are 6:30 a.m. to 4:00 p.m. Monday through Thursdays and 6:30 to 3:00 p.m. on working Fridays; e) The payroll period start and end times comply with Fair Labor Standards Act requirements; f) Vacation, holiday and sick leaves will be given in hourly rather than daily increments; g) The City shall fund eight (8) hours of compensation for each

such holiday falling on a Friday, and nine (9) hours for each such holiday falling on Monday through Thursday.

Breaks

According to the Fair Labor Standards Act, employees rest breaks are not mandatory. Each Department Head, however, has the discretion to permit a paid fifteen (15) minute rest break and unpaid lunch break, and to schedule employee breaks within that particular department. Lavatory and cigarette breaks are permitted within reason, and shall be taken according to department policy.

Within the above discretionary grant of authority, the parties recognize that circumstances, including, but not limited to, climate and the type of work being performed, are factors to be considered by a supervisor in exercising discretion as to the timing and duration of rest periods. Therefore, although the grant of rest periods remains within the discretion of a supervisor, the supervisor shall consider these and other relevant factors in determining how to exercise that discretion.

ARTICLE 9

STANDBY

When placed in standby status as described herein, the following duties and responsibilities shall be borne by the standby designee:

1. The designee shall at all times, be immediately accessible by telephone and/or radio device. The City shall provide the designee with either a cellular telephone or a radio, at the City's discretion.
2. The designee shall be required to be available to respond to a work site designated by the supervisor, within a reasonable time as is designated by a supervisor.
3. At all times while in an on-call status, the designee shall maintain him/herself in reasonable physical and mental condition by which to both respond to a call for service and to thereafter reasonably perform the required assignment.

4. The on-call designee shall be selected on a rotational basis by the supervisor.
5. Employees designated as being on standby, shall be available for call back on holidays, Saturdays, Sundays, and Fridays that are not regularly scheduled as workdays.

Water Division Standby

This standby provision shall be applicable only to Water Division employees. Certified Water Division employees or non-certified Water Division employees whom have received approval of the Department of Public Health, are the only unit members eligible for standby compensation. Water standby is mandatory for Water Systems Operators with a D1 or T1 or higher certification. In those cases where a supervisor has in writing, designated one (1) certified or non-certified Water Division employee to be on standby, that one designee shall be compensated while on standby status, at the rate of two dollars (\$2.00) per hour for each non-regularly scheduled hour in the standby status. The two dollars (\$2.00) per hour shall not be paid concurrently with compensation for time actually worked if called back to perform duties. Any pay rate increase to Public Works standby pay, beyond two dollars (\$2.00) per hour will also apply to Water Division standby.

Public Works (Non-Water) Standby

This standby provision shall be applicable to the following positions, Maintenance Crew Leader (MCL) and Facilities Maintenance Worker III (FMW III). The employees who volunteer for this duty will be eligible for standby compensation. In those cases where the Public Works Superintendent or Field Operations Manager has in writing, designated one (1) MCL or FMW III employee to be on standby, that one designee shall be compensated while in said standby status, at the rate of two dollars (\$2.00) per hour for each non-regularly scheduled hour in the standby status. The two dollars (\$2.00) per hour shall not be paid concurrently with compensation for time actually worked if called back to perform duties.

ARTICLE 10

CALLBACK

Standby Callback

Public Works Department employees who are on standby and are called back to work shall be compensated for work hours at the rate of time and one-half (1 ½) with minimum compensation of three (3) hours.

Non-standby Callback

Employees who are not on standby called back to work after their regular hours will receive a minimum of two (2) hours paid at the rate of time and one-half (1 ½). An affected employee shall be eligible for callback compensation only if the callback work is not contiguous with the employee's scheduled hours of work. (For example, if an employee's scheduled shift ends at 4 p.m. but the employee is required to continue work without interruption, the excess work is not the result of a "callback.") On the other hand, if the employee's scheduled shift terminates at 4 p.m., the employee leaves the premises, and at 5 p.m. is required to perform services, the latter services are covered by the "callback" provisions of this Agreement. Callback time includes reasonable travel time to and from the designated worksite(s) and the employee's residence or other point of departure to the worksite, whichever is closer in distance.

Off-Duty Call

Employees shall refrain from contacting off-duty employees to discuss work-related matters. If an on-duty employee requires the knowledge or assistance of an off-duty employee which cannot wait until the off-duty employee returns to duty, the on-duty employee shall first contact his/her supervisor. If the supervisor approves the contact of an off-duty employee, or if the supervisor fails to respond to the on-duty employee's communication within ten (10) minutes, the off-duty employee may be contacted to provide necessary information or assistance concerning a work-related issue. An off-duty employee who receives such a call for assistance shall notify his/her supervisor upon returning to duty and document on his/her time sheets all time spent in providing assistance to the on-duty employee. The off-duty employee shall be compensated in increments of no less than 6 minutes.

ARTICLE 11

RETIREMENT - CALIFORNIA PUBLIC EMPLOYEES'

RETIREMENT SYSTEM (CalPERS)

The City offers a defined retirement benefit plan through contract with the California Public Employees' Retirement System (CalPERS). Unit members are eligible for one of three (3) benefit tiers pursuant to the City's contract with CalPERS. Information provided here is a summary of the benefits. The CalPERS contract is available to unit members or Union representatives upon request.

The applicable benefit tier available to an individual employee depends on his/her date of hire and/or status as a "new member," as defined by the Public Employees' Pension Reform Act of 2013 (PEPRA) as assigned by CalPERS. Each benefit tier defines the applicable retirement formula, final compensation period, and employee contribution/cost sharing as follows:

1. Tier 1: Full-Time Employees hired on or before June 30, 2012 –
 - a. Shall receive the CalPERS retirement benefits formula based on 2.5% at age 55.
 - b. The final retirement compensation level shall be calculated using the single highest year of CalPERS reportable earnings, per the California Government Code.
 - c. For employer paid member contributions (EPMC) the City shall pay the eight percent (8%) member contribution and the City shall report the EMPC to CalPERS as reportable earnings.
 - d. Currently the City offers retiree medical through CalPERS medical. The City also currently pays one hundred percent (100%) of the retiree's health insurance premium based on the retiree's level of coverage.

2. Tier 2: Full-Time Employees hired after June 30, 2012 and before January 1, 2013 – Shall receive the CalPERS retirement benefits formula based on 2.0% at age 60.
 - a. The final retirement compensation level shall be calculated using the average of the highest consecutive 36-month earnings, per the California Government Code.

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- b. For employer paid member contributions (EMPC), the City shall pay three percent (3%) of the member contribution and the City shall not report the EMPC to CalPERS as reportable earnings. The employee shall pay the remaining four percent (4%) of the member contribution.
 - c. The City offers retiree medical through CalPERS medical. The City pays the minimum contribution required by the Public Employees Medical and Hospital Care Act (PEMHCA) toward the retiree's CalPERS medical insurance premium.
3. Tier 3: Full-Time Employees hired on or after January 1, 2013
- a. Shall receive the CalPERS retirement benefits formula based on 2.0% at age 62.
 - b. The final retirement compensation level shall be calculated using the average of the highest consecutive 36-month earnings, per the California Government Code.
 - c. Employees shall contribute 50% of the total normal cost for their CalPERS retirement benefit or that which similarly situated employees are contributing, whichever is greater.
 - d. The City offers retiree medical through CalPERS medical. The City pays the minimum contribution required by the Public Employees Medical and Hospital Care Act (PEMHCA) toward the retiree's CalPERS medical insurance premium.
4. Applicable to all Full-Time Employees regardless of hire date -
- a. Retired Death Benefit- the City's contract with CalPERS provides for a five-thousand dollar (\$5,000.00) lump sum death benefit payable upon retiree's death.
 - b. Pre-Retirement Option 2W Benefit - the City has contracted with CalPERS to provide a monthly death benefit allowance for a surviving spouse or registered domestic partner. The allowance is calculated as though the member retires from service on the date of death and chose Option 2W.
 - c. Service Credit Buy-Back Program - eligible employees can purchase, with pre-tax dollars, service credits from CalPERS for past eligible employment.
 - d. Military Buy-Back - eligible employees can purchase, with pre-tax dollars, a maximum of four (4) years service credit from CalPERS at the employee's expense.

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- d. 1959 Survivor Benefit Level 4 - The City's contract with CalPERS provides 1959 Survivor's Benefits Level 4. The 1959 Survivor Benefit is paid along with other death benefits whether or not the employee was eligible to retire at the time of death.

The benefit consists of a monthly allowance which may be paid to the employee's eligible surviving spouse and children. A spouse is eligible if he/she (1) has care of eligible children (including stepchildren) or (2) is age 60 or older. (Children are eligible if under age 22 and unmarried or incapacitated because of a disability which began before age 22). A parent may be eligible if there is no surviving spouse or eligible children, and the parent(s) was dependent on the member for at least half of their support at the time of the member's death.

Effective September 5, 2012, Survivor's Benefit levels are:

	<u>Level Four</u>
1 Dependent	\$950
2 Dependents	\$1,900
3+ Dependents	\$2,280

ARTICLE 12
HEALTH BENEFITS

The City and Union agree that the City be given the ability to review the topic of health care providers, and that consideration be given to obtaining the most cost-effective and highest quality health care benefits. Any change in healthcare providers as it affects the Union shall be subject to the Meet and Confer process. Any increase in premiums shall be paid by the City, subject to the limits specified below, during the term of this agreement.

Health Benefits

Employees Hired On Or Before June 30, 2012- For employees hired on or before June 30, 2012, the City shall pay one hundred percent (100%) of the health insurance premiums for HMO

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providers and a maximum of eighty-five percent (85%) of the premium rate for PERS CARE (PPO).

Employees Hired After June 30, 2012 - For employees hired after June 30, 2012, the City shall pay one-hundred percent (100%) of the health insurance premiums for the employee and eligible dependents not to exceed the Kaiser HMO premium rate. Employees may choose a different health care provider offered by the City, however, any cost greater than the Kaiser HMO premium rate shall be paid by the employee, through payroll deductions.

Dental Benefits

The City shall pay one-hundred percent (100%) of the dental insurance premium for the employee and eligible dependents not to exceed the HMO premium rate. Employees may choose a different dental plan offered by the City, however, any cost greater than the HMO premium rate shall be paid by the employee, through payroll deductions.

Vision Benefits

The City shall pay one-hundred percent (100%) of the vision insurance premium for the employee and eligible dependents.

Cash Back Incentive

The Cash Back Incentive program allows employees to opt out of the City's provided health plan under certain conditions. An employee will be eligible for the Cash Back Incentive Program only when the employee provides proof of other medical coverage and an executed *Health Insurance Waiver* form. An employee may participate in the Cash Back Incentive Program only at the time of Open Enrollment or at the time of hire. In the event the employee loses health coverage through the alternative source, the employee should contact Human Resources regarding the employee's eligibility to enroll in the City's Health Plan.

When an employee leaves employment, the City must offer the opportunity to continue the medical, dental and vision benefits they have upon terminating through the Consolidated Omnibus Budget Reconciliation Act (COBRA). If the employee is participating in the Cash Back

Incentive Program, medical benefit continuation will not be available. Upon retirement, if an employee was not previously enrolled in a City sponsored PERS medical plan, the employee may be eligible to enroll in the CalPERS retirement medical plan subject to CalPERS regulations. (Note: Employees are encouraged to discuss their retirement plans and eligibility for retiree medical coverage with a CalPERS representative prior to retirement).

Monthly Cash Back Incentive

Single	Two-Party	Family
\$125.00	\$160.00	\$200.00

ARTICLE 13

SUPPLEMENTAL BENEFITS

Life and Accidental Death and Dismemberment Insurance

The City shall provide life and accidental death and dismemberment insurance benefit of twenty-thousand dollars (\$20,000) per employee.

Supplemental Life Insurance Premiums

Employees may elect supplemental life insurance through a City provider at the employee's expense, paid through payroll deduction.

Disability Insurance

The City will pay one-hundred percent (100%) of the premiums for Long and Short-Term Disability.

Work-Related Travel Insurance

The City agrees to provide an additional Accidental Death and Dismemberment benefit available to all full-time City employees. The coverage is for death and injuries which occur during work-related travel for all employees as defined by the policy.

- a. Employees earning five-thousand dollars (\$5,000) monthly and over receive one-hundred fifty thousand dollars (\$150,000) in coverage.
- b. Full-time employees earning three-thousand and five hundred dollars (\$3,500) but less than five-thousand dollars (\$5,000) monthly receive one-hundred thousand dollars (\$100,000) in coverage.
- c. Full-time employees earning two-thousand and five hundred dollars (\$2,500) but less than three-thousand and five-hundred dollars (\$3,500) monthly receive seventy-thousand dollars (\$75,000) in coverage.
- d. Full-time employees earning less than two-thousand and five hundred dollars (\$2,500) monthly receive fifty-thousand dollars (\$50,000) in coverage.

Employee Assistance Program

The City offers an Employee Assistance Program which provides counseling and assistance to employees. The program includes the following components:

1. Referring of employees to a variety of counseling/treatment facilities for personnel.
2. Informing employees of the program and types of assistance available.
3. Training of supervisors to recognize employee problems.
4. Referring of employees to affordable service providers – ones covered by the employee's medical insurance or ones that are affordable to the employee.
5. Reporting to City is done on a confidential basis.

Deferred Compensation Plan

The City has available one or more deferred compensation plan(s) which employees may choose to participate in at their own expense.

ARTICLE 14

OVERTIME

Authorized overtime is when a Fair Labor Standards Act (FLSA) non-exempt employee, at the request of the supervisor with Department Head approval, works in excess of a normally scheduled work day or in excess of the normally scheduled work hours in a work week.

Unauthorized overtime is any time worked in excess of a normally scheduled work day or in excess of the normally scheduled work hours in a work week without supervisory approval.

Unauthorized overtime is prohibited.

Distribution of Overtime

The City shall use reasonable efforts to distribute overtime work equitably among the qualified employees of an office, operational unit or work group with consideration given to City need and employee availability in making the distribution. Upon reasonable notice, an employee shall be required to work overtime as needed. If an employee is not available for overtime assignment it shall be without prejudice in consideration of that employee for subsequent overtime assignments.

Hours Worked

For the purpose of FLSA, "hours worked" include:

- a. Actual hours worked - all the time during which an employee is required to be on employer's premises on duty or at a prescribed work place.
- b. Time during which an employee is excused from work because of a paid holiday.
- c. Time during which an employee is excused from work because of jury duty.

"Hours worked" do not include:

- a. Time during which an employee is excused from work because of an unpaid holiday.
- b. Paid leave time, including compensatory time off.

Compensation for Overtime

1. Compensation for FLSA non-exempt employees for overtime worked shall be at time and one-half (1 ½) the hourly rate in effect at the time such overtime service is rendered when the employee has worked in excess of forty (40) hours of a full regularly scheduled work week.

Work week is defined as midday Friday to the following midday Friday unless otherwise defined for that employee.

2. Compensation for non-exempt FLSA employees who work in excess of the regularly scheduled work day but do not work in excess of forty (40) hours of the regularly scheduled work week shall be at the straight time hourly rate for those hours worked in excess of the regularly scheduled work day. Time and one-half shall be paid only after the employee has also worked in excess of and has satisfied the regularly scheduled work week requirement.
3. Compensation for overtime worked may also be in the form of compensatory time off which shall be credited at the rate of which straight time or time and one-half, whichever is appropriate with 1-2 immediately above.
4. The Department Head, taking into account the stated preference of the employee, will determine whether overtime will be compensated as pay or compensatory time off.
5. Employees may earn a maximum of sixty (60) hours of compensatory time off and any additional overtime compensation will be paid to the employee.

Use of Compensatory Time-Off

An employee who requests the use of accumulated compensatory time off will be permitted to use such time within a reasonable period after making the request, unless use of the compensatory time off will unduly disrupt the operations of the department. Compensatory time off shall be available for use as soon as it is earned.

ARTICLE 15

LAY-OFF PROVISIONS

1. General Statement - The City Manager may lay-off an employee whenever it is deemed necessary due to lack of work, lack of funds, or elimination of a position. Whenever a lay-off becomes necessary, preference will be given to retaining full-time employees whenever possible taking into account the operational needs of the City and in accordance with the provisions below. The City shall Meet and Confer on the impact of the lay-off(s) with designated bargaining unit representative(s) pursuant to the Meyers-Milias-Brown Act (MMBA).

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2. Order of Separation - All non-permanent employees in the affected job class(es) shall be laid off before any full-time, permanent employees, and in the following order:
 - a. Emergency (At-Will)
 - b. Provisional (At-Will)
 - c. Temporary (At-Will)
 - d. Part-Time/Hourly (At-Will)
 - e. Probationary (Non-Permanent, At-Will)

The inclusion of part-time/hourly personnel in this order of separation does not entitle them to any benefits accorded to full-time permanent employees.

3. Separation of Full-Time Regular Employees - All lay-offs in a specified job class due to the lack of work, lack of funds, or elimination of a position shall be based on seniority in total full-time City service and shall be in the reverse order of seniority. That is, the employee in the affected job class with the least total City service shall be laid-off first. Service seniority is defined as the length of service with the City as a full-time employee.

Whenever service seniority is equal, the following criteria shall be applied in the indicated order:

- a. Service within that job series
- b. Job Performance based on total City service
- c. Drawing of lots

“Job Series” is defined as:

A group of represented job classes which perform substantially the same or similar work; consists of a series of job classes based on education, experience, specialized skill or certification. Salary ranges within and between job classes in a “job series” may differ and be higher or lower depending on the class. Management retains the right to determine which job classes constitute a “job series”.

4. Reduction in Status/Displacement Rights-

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- a. Any employee scheduled to be laid off due to lack of work, lack of funds or elimination of position, may, not later than five (5) working days after notice of layoff, request to displace (“bump”) an employee in a lower job class within the job series provided the laid off employee has greater overall City service seniority than the employee in the lower job class and is qualified by education and/or experience for such a position. If there is more than one employee who is qualified for such appointment(s), the “bump” shall be based on seniority, with the employee with the highest seniority offered the position first, then the next highest etc. If the employee(s) have the same seniority, then the procedure for breaking ties set forth above shall apply.
 - b. Employees may revert to positions outside of the job series when they have served in the respective position outside the job series for a minimum of six (6) months; and there is a vacancy or an incumbent in such position who has less overall City seniority than the employee requesting the reassignment in lieu of lay-off.
 - c. The employee displaced as a result of being “bumped” shall be considered laid off for the same reason as the person originally displaced. The same displacement rights shall be afforded.
5. Salary Placement - An employee(s) who accepts an appointment to a lower job class or a position outside the job series as a result of a lay-off and/or a displacement (“bump”) shall be placed on the step of the salary range of the new job class which most closely corresponds to, but in no case exceeds, the salary step of the previously held position.
 6. Notification - The laid off employee shall be given written notice of lay-off not less than thirty (30) calendar days prior to the effective date of the lay-off. The employee laid off or displaced as a result of another employee’s reversion to a lower job class or position outside the job series shall receive written notice of lay-off not less than twenty (20) calendar days prior to the effective date of such action. This will continue until the person with the least seniority is laid off.
 7. Order of Recall - Employees who have been laid off shall be placed on an appropriate lay-off/reinstatement list for one and one-half (1 ½) years according to the date of separation and

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job class of position. The list shall be used by the appointing officer when a vacancy exists for the job class or position of former employment. The specifications and requirements of the job class shall not be changed during that one and one-half (1 ½) year period. Recall from lay-off shall be in the reverse order of lay-off within the class and in accordance with the reinstatement list compiled for such purposes.

8. Separation Benefits - The laid off employee will be entitled to separation benefits and pay as follows:
 - a. Depending on operational needs, the Department Head may require the employee to continue working during the thirty-day notice period. At the time the lay-off becomes effective, the employee will be offered Consolidated Omnibus Budget Reconciliation Act (COBRA) coverage for medical, dental and vision as required by law. The employee's name will also be placed on the reinstatement list.
 - b. Depending on operational needs, the Department Head may place the employee on paid leave during the thirty (30) day notice period. At the time the lay-off takes effect, the employee will be offered COBRA coverage for medical, dental and vision as required by law. The employee's name will also be placed on the reinstatement list.
 - c. Employees who elect resignation in lieu of lay-off within the five (5) working-day "bumping" election period shall receive three (3) months salary and may elect COBRA coverage for medical, dental and vision. The employee agrees to waive all rights to reinstatement from the laid off position. A resignation becomes final when the Department Head or Personnel Officer receives written notice of resignation. Said resignation cannot be rescinded.
 - d. Employees who elect to retire within the five (5) working-day "bumping" election period in lieu of lay-off shall receive three (3) months salary, medical benefits paid by the City if eligible, and may elect COBRA coverage for dental and vision. The employee agrees to waive all rights to reinstatement from the laid-off position.

9. Notice of Recall - Employees to be laid off shall submit to Human Resources their address at the time of separation and be responsible for submitting written notification of any address changes to Human Resources. Notice of recall from lay-off shall be by return-receipt

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requested mail and shall specify the date for reporting to work, which shall not be less than fourteen (14) calendar days from the date notice is received. Notice shall be deemed to have been received when sent to the last known address on file with the City and delivery is certified by the Postal Service. Notice of recall will also be forwarded to the respective employee organization.

Upon receiving notice, the laid off employee shall have fourteen (14) calendar days in which to accept or decline in writing the recall opportunity. If the employee fails to respond in writing within fourteen (14) calendar days of recall, the City will proceed to the next senior person on the reinstatement list and follow the same notice and response procedure. The process will continue through the list until recall needs are met, the list is exhausted or the one and one-half (1 ½) year period expires. Any employee who refuses recall, fails to respond to the recall notice within the maximum fourteen (14) calendar days, or fails to report on the prescribed date, waives all remaining rights to recall and reinstatement as an employee.

10. Reinstatement - During lay-off status, no person shall be entitled to accrue any additional benefits, rights, privileges or obligations of employment, nor be entitled to any employer contribution for health, retirement or any other benefit plan, except as may be agreed to in writing or restored upon recall and reinstatement as herein set forth. Employees reinstated under the provisions of this article shall begin accruing benefits at the level that had been attained prior to displacement.

The probationary status of any employee who is interrupted by lay-off must be completed upon reinstatement; however, where the probation has been interrupted by lay-off for a period of six (6) months or more a new probationary period of not less than ninety (90) days will be required in all cases; as well as in situations where recall is to a class or department different from that in which the individual was displaced by lay-off.

11. Restoration of Benefits - Any employee who has been laid off and who is reinstated in a permanent position within one and one-half (1 ½) years from the date of lay-off shall receive the following considerations and benefits:
 - a. All seniority held at the time of lay-off shall be restored;
 - b. All prior active City service time (full-time) shall be credited for the purpose of determining benefits such as vacation accrual rates and service awards.

12. Assignment of Duties to Another - The duties performed by any laid off employee may be assigned to any other employees holding positions in appropriate classes.

ARTICLE 16

TYPES OF LEAVE

Sick Leave

Sick leave with pay is granted to all permanent, probationary and provisional employees.

The following are details of the sick leave provision:

- a. Sick leave allowance is eighty-one (81) hours per year, accrued at three point one two (3.12) hours of sick leave each pay period.
 - b. The maximum number of hours available for cash payment per year is eighty-one (81) hours.
1. Use - An employee's sick leave and/or compensatory time accruals can be used for an illness or medical appointment of an employee or family member as well as for any unexpected absence. This should be done at the employee's discretion, keeping in mind that the use of sick leave rather than other available leave may impact future leave availability when needed.

 2. Physician's Certificate - An employee may be required to provide the supervisor or Department Head with a physician's certification of illness or a release to return to work. An employee injured off the job shall be required to provide a physician's release to return to work.

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3. Accumulation - Up to eight hundred (800) hours of sick leave may be accumulated during the course of employment with the City. If an employee's sick leave is exhausted, the employee may use vacation time for illness but only after a full work-day advance request and with the approval of the supervisor and Department Head. Vacation leave, under any circumstance, may not be used for single day illnesses. If an employee has no paid leave time accumulated or has paid leave time but wishes not to use it, he/she must take leave without pay or any other leave otherwise provided by law.

4. Cash Payment - In June of each year, each employee may choose to take any or all of the fiscal year's accumulated sick leave as cash provided it does not exceed eighty-one (81) hours. The balance of the sick leave may be left on the books as time. The time remaining on the books may only be taken as cash when the employee terminates employment.

5. Credit Upon Termination - Employees who terminate employment may be paid the salary equivalent of all accrued sick leave prior to the effective date of termination. It is paid at the rate at which it was earned. Accumulated sick leave may also be converted to service credit with CalPERS at time of retirement, subject to CalPERS law. A choice of either sick leave as service credit or cash-out of sick leave will be given.

Vacation

All employees are entitled to annual vacation leave with pay.

Length - The amount of vacation that an employee is entitled to depends upon years of service as indicated below:

One through four years	88 hours (3.385 hours per pay period)
Five through nine years	128 hours (4.923 hours per pay period)
Ten years and over	168 hours (6.462 hours per pay period)

Accrual -All employees who have completed one year of continuous service shall be credited with a vacation benefit of eighty-eight (88) hours effective the first day following the one year anniversary of the start of employment.

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Credit Upon – Termination - Employees who terminate employment shall be paid the salary equivalent of all accrued vacation leave earned prior to the effective date of termination.

Eligibility - An employee must work for the City for at least one year in a full-time capacity to be eligible to take paid vacation. Employees who terminate prior to one year may receive pay for the amount of vacation that they had accrued prior to termination.

Schedules - Each department will keep and monitor the vacation schedule of its employees. For vacation requests exceeding one day, the employee shall request vacation time in writing at least seven (7) days in advance of the time desired. For leave request amounts of one day or less, twenty-four (24) hour notice is sufficient. All vacation leave requests will be signed by the employee and must be approved by the employee's supervisor and/or Department Head to be valid. Acceptance of the request does not constitute approval. Department Heads and Supervisors have the authority to deny requests. The Department Head will determine the vacation schedule with due regard for the wishes of the employee and the needs of the department subject to the M.O.U. If more requests are received for the same period at the same time then seniority may be used in granting the request. In the event a vacation request is denied, the reason for the denial shall be provided in writing.

Accumulation - Vacation time may be accumulated to a maximum of three-hundred and twenty (320) hours. Hours in excess of three-hundred and twenty (320) hours will automatically be paid out to the employee annually on the first payday of December.

Vacation Cash Out - Each year in December, an employee may opt to cash out any or all vacation hours that exceed one-hundred fifty (150) hours. If a cash out is elected, a minimum balance of one-hundred fifty (150) hours must remain on the books.

At the request of the eligible employee, emergency payouts may be approved throughout the year without the minimum balance requirement. Employees must submit written request to the City Manager describing the emergency.

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An emergency is defined as follows:

1. A severe financial hardship;
2. Event was unforeseeable (including but not limited to: illness, accident or casualty);
3. Event was incurred by employee, spouse or dependent; and
4. Employee has no other means to cover costs.

City Manager's decision is final.

Holidays

Authorized City holidays shall be as follows:

1. New Year's Day
2. Martin Luther King birthday
3. President's Day
4. César Chávez Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Christmas Day

The City shall fund eight (8) hours of compensation for each such holiday falling on a Friday, and nine (9) hours for each such holiday falling on Monday through Thursday. For fiscal year 2014-15 only, there will be four (4) unpaid Holidays observed on Wednesday December 24, 2014; Friday December 26, 2014; Wednesday December 31, 2014; and Monday February 16, 2015.

The City will be closed December 24, 2014 through December 26, 2014 and December 31, 2014 through January 2, 2015. City employees who must work due to a 24/7 operation will not receive holiday pay for any work performed during the aforementioned observed unpaid holiday dates.

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City employees required to work on December 25th will receive holiday pay. Employees may elect to use any leave hours available including sick, vacation, or compensatory time-off in-lieu of the unpaid holiday schedule outlined above.

Bereavement Leave

A three (3) day bereavement leave shall be granted to full-time employees for a death in the immediate family. The immediate family shall be defined as parents, step-parents, stepbrother/sister, step-children, mother/father-in-law, brother/sister-in-law, spouse, brother/sister, children, grandparents, grandchild, step-grandchild, court-appointed or other verifiable guardian. Bereavement leave shall not be charged to the employee's sick or vacation leave balance. Upon request and with supervisory approval, a day of vacation may be added to bereavement leave to accommodate personal or travel need.

Catastrophic Leave

Purpose - Catastrophic leave is a leave sharing program intended to allow employees to voluntarily donate accrued leave to other eligible employees for the employee or the care of a spouse, parent or dependent child of an employee suffering from a catastrophic illness or injury. A catastrophic illness of an employee is any non-occupational medically verifiable illness or injury of such serious nature as to require long-term absence from work. Catastrophic illness of a family member shall be defined as those medically verifiable illnesses or injuries which are of such serious nature as to require long-term and/or full-time care by the employee. Family members are defined as the employee's spouse/domestic partner, parent, parent-in-law, child, or other person for whom the employee is legal guardian. Catastrophic illness leave shall be additional paid leave available from vacation, sick or compensatory leave donated by other City employees to a specific qualified employee.

Eligibility -

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1. An employee (recipient) may be eligible to receive and use donated leave if he or she, or their family member, has a catastrophic illness as defined above.
2. The employee must produce competent medical verification of the illness or non-work related injury satisfactory to the City.
3. The employee must have a minimum of one year of service with the City.
4. The employee must have exhausted all paid leave, including but not limited to sick leave, vacation, and compensatory time.
5. In order to receive and use donated leave, an employee must not be receiving any other salary continuation benefits such as disability benefits.
6. No more than four-hundred eighty (480) hours per twelve (12) month period from date of catastrophic leave approval may be received by the employee.
7. The employee must complete the Catastrophic Illness Donation Request Form and submit the form to the employee's department head and City Manager for signature. The Personnel Officer will certify that the employee is eligible to participate in the catastrophic leave donation program.

Donor Employee Eligibility -

1. The employee must have an accrued vacation leave balance of at least forty (40) hours after the donation of vacation time. Employees may donate all of their compensatory time.
2. The employee must complete the Catastrophic Illness Donation Form.

Conditions for Making Leave Donations -

1. Donations must be in whole hours and the amount of hours an employee wishes to donate shall be at his/her own discretion on the condition the employee meets the leave balance minimums.
2. Donor names will be kept confidential.
3. All time donated will be credited on an hour-for-hour basis, regardless of hourly pay differentials between donating employee and recipient.
4. All donations shall be voluntary and at the discretion of the donor employee and once processed are irrevocable once leave hours are transferred to the recipient.

How to Apply for or Donate Leave -

1. An employee who qualifies for catastrophic illness leave shall complete the Catastrophic Illness Donation Request Form and submit it to the department head who shall, in conjunction with the City Manager and Personnel Officer, review it for approval or denial.
2. Upon approval, donor employees shall complete the Catastrophic Illness Donation Form indicating a willingness to donate vacation leave, sick leave or compensatory time and the amount of said time to be donated. The completed form should then be forwarded to payroll.
3. Subsequent to the receipt of the leave donation forms and the determination of the total hours donated, Payroll shall credit the recipient employee's sick leave balance on a biweekly payroll basis. An employee who is receiving catastrophic illness leave donated by other employees shall be allowed to accrue vacation and sick leave while in that status; however, all accrued leave shall first be used prior to the use of donated leave time.
4. Donations not used by recipient will be returned to donors proportionately.

Solicitation of Donations - Human Resources will notify City employees that the recipient employee is eligible to receive voluntary donations of accrued vacation, sick and compensatory time. Human Resources will not release any medical information regarding the recipient employee or his or her family member.

Contact Information - Questions about Catastrophic Leave should be directed to Human Resources.

Jury Duty

Payment for jury duty service will be limited to ten (10) days. If an employee is assigned to a trial within the first ten (10) days of jury service, the employee's time to complete the trial will be paid by the City.

ARTICLE 17

INJURY-ON-DUTY

City employees must immediately report on-the-job injuries to their supervisor. The City shall conform to Workers' Compensation Law of the State of California in effect at the time of injury. Employees may receive information on Workers' Compensation Procedures from the Human Resources Division.

When a waiting period is required in order to begin Workers' Compensation benefits, an injured worker may use available accrued leave time. The day of the employee's injury shall be compensated by the City at the employee's normal rate of pay. Following the waiting period, an injured worker on total temporary disability will receive the State mandated Worker's Compensation rate, the employee shall make up the difference between the State mandated rate and her/his base pay by utilizing available leave time.

If an injured worker has exhausted all available leave, continues to receive Workers' Compensation benefits and is medically unable to return to work, the City shall compensate the injured worker the difference between the State mandated benefit and eighty percent (80%) of the employee's base pay for a period not to exceed ninety (90) days from the date leave is exhausted.

ARTICLE 18

UNIFORMS

For those full-time employees who are required to wear a City uniform, the City shall pay the costs associated with the provision and maintenance of uniforms. It is the right of the City to determine what constitutes a required uniform. It is understood that where the City provides a uniform, the uniform must be worn while on duty.

City-paid time shall not be used for purchase of uniform equipment.

This policy has been formulated to ensure that uniformed City employees display a professional

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appearance at all times. It is the joint responsibility of all Department Heads, Supervisors, Coordinators and employees to ensure that this policy is maintained and enforced on a consistent basis regardless of Department or Division Assignment. A uniform is deemed in compliance when worn in accord with this policy at the beginning of each workday. Allowances will be made for the wear and tear caused by daily work assignments.

- a. When a uniform is provided by the City, the City shall pay the costs associated with provision of uniforms. The City shall be responsible for laundering of rented uniforms only. Other than that, the employee shall be responsible for cleaning of uniforms not rented by the City, with the understanding that uniforms must be clean and well-kept at the beginning of each workday. When employment with the City ends, the employee is responsible for returning all uniforms and accessories.

- b. No logos/insignias of athletic teams, commercial products or companies may be worn at any time. The design of clothing must not interfere with free ease of movement and shall not present a safety hazard. Shirts are to be tucked in, and kept buttoned at all times. It is permissible to keep the top two (2) buttons undone. City seals or logo patches are not to be used on non-City issued attire.

Any shirt, i.e. undershirt or thermal wear, worn under the City-issued uniform shirt shall only be white in color, no writing or insignias are to be visible, and the sleeve of any undershirt shall not be visible. In the case of thermal wear, off-white or cream color is permitted. The City will make known to employees any discounted rate available on the purchase of cotton undershirts.

Caps are to be worn with the brim forward. During cold or rainy weather, employees may wear own knit caps or similar headgear made of high visibility material for protection from the elements. The knit cap, its color and how it is worn is subject to Supervisor's discretion as to appropriateness. Logos/insignias on knit caps are not permitted.

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- c. While in the public right-of-way, and in other areas designated by the supervisor, work orange vests of high visibility material, with reflector tape and City seal, are to be worn over shirts and jackets of employees at all times whose uniform does not include an orange shirt. This same type orange vest may be worn over orange shirts as safety dictates. The color of the work vest is at the discretion of the Director of Public Works and must meet the latest in safety standards set by the Occupational Safety and Health Administration (OSHA).
- d. Uniforms may be worn on the way in to work, but shall not be worn in public after work hours. Employees who are provided with lockers will have five (5) minutes at the end of the work day to change from their uniform (shirt, jacket, hat) into their own clothes. Employees who do not have access to lockers will be allowed to wear their uniform only on the trip home. City issued jackets without City seal or logo may be worn home. Employees are not to wear uniforms when attending after hour City-paid classes or training.
- e. Supervisors will determine when the replacement of uniform components is necessary. Replacement uniform components will not be issued until employees return their used ones.
- f. Lost pieces of a uniform shall be replaced at the employee's expense via payroll deduction. However, the City shall provide a onetime free replacement for a lost hat. Uniforms being returned by Cintas (uniform company) to the cage area at the City Yard will be kept locked until the end of the workday. Employees are responsible for immediately reporting to their Supervisor any uniform pieces that are not returned from Cintas.
- g. Any employee arriving at work in non-compliance with the Uniform Policy shall be sent home, on his/her own time, to change into appropriate attire. Further violations could result in disciplinary action.

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- h. Deviation from this policy will be permitted only on a case-by-case basis with department head approval.

The following section outlines the uniform requirements for specified classifications:

Public Works Department

- i. Field personnel – City-issued brown pants, long and short sleeved polyester orange shirts; short sleeved one hundred percent (100%) cotton orange shirts; orange jacket with name patch, yellow fleece jacket with reflective stripes; brown baseball style cap with City logo and straw hats. Hats other than the brown cap are allowed for City verified medical reasons only. Accessory items include City issued safety gloves, goggles, reflector vest of high visibility material, and rain gear (slicker, pants and boots). Ear protection, coveralls and back support will be provided as needed as determined by the Supervisor.
- j. Customer Service/Water Division, Public Works Inspector– City-issued brown pants; tan short and long sleeved polyester button shirts; tan one hundred percent (100%) cotton short-sleeved shirts; orange jacket with name patch; yellow fleece jacket with reflective stripes, brown baseball style cap with City logo. Hats other than the brown cap are allowed for City verified medical reasons only. Accessory items include City issued safety gloves, goggles, reflector vest of high visibility material, rain gear (slicker, pants and boots). Ear protection and back support will be provided as needed as determined by the Supervisor.
- k. Parking Enforcement Officers –Navy blue pants; light blue short and long sleeved shirts; navy blue, quilted jackets; navy blue baseball caps and navy blue visors with City logo; and waterproof boots. Waterproof boots will be replaced with Supervisor approval. Accessory items include a slicker, safety gloves, goggles, ear protection, back support and an orange reflector vest to be issued as needed as determined by the Supervisor. Employees may wear their own windbreakers of a solid navy color, subject to Supervisor’s approval.

Parks and Recreation Department

- l. Custodian – City-issued light blue t-shirts, goggles, safety gloves, back support, orange reflector vest and ear protection will be provided as needed as determined by the Supervisor.

Community and Economic Development Department

- m. Code Enforcement Officers and Building Inspectors –Khaki pants, polo shirts of various colors with City logo, long sleeve button shirts with City logo, sweater and windbreaker with City logo. Hard hats and belts are allowed as approved by the Director of Community Development. Accessory items are rain gear (slicker, pants and boots). Safety gloves, goggles, orange reflector vests, back support and ear protection will be provided as needed as determined by the Supervisor.

Foot Wear Allowance

The City agrees to provide protective footwear and/or footwear accessories to the following personnel: Public Works Field Operations, Parking Enforcement Officers, Neighborhood Improvement Officers, and Building Inspectors with the exception of the following: Office Staff, and Crossing Guards. The City also agrees to provide protective footwear to maintenance personnel assigned to the Recreation and Community Services Department, and Community Development Building Inspectors.

Employees who use the protective footwear shall receive a maximum of two (2) pairs of footwear per year every six (6) months, beginning with each employee's anniversary date. The footwear purchased must comply with safety standards in conformance with CAL-OSHA regulations for personal protective footwear and be appropriate for use in field operations.

The maximum amount payable by the City for a single pair of work shoes and/or footwear accessories is one-hundred and fifty dollars (\$150) per pair. Any employee issued protective footwear shall wear such shoes at all times during work hours.

ARTICLE 19

JOINT LABOR-MANAGEMENT COMMITTEE

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The City and Union may, from time-to-time, create a Joint Labor-Management (JLM) Committee. The purpose of the Committee will be to discuss issues of concern to both the Union and the City and the Committee will meet as needed by mutual agreement of the parties.

During the term of this memorandum of understanding, the parties agree to form one or more committee(s) to discuss the following issues. All actions taken or recommended by the JLM are non-binding. The parties shall mutually agree to the format of the JLM committee(s).

1. Bilingual Pay: Discuss the need, if any, to have any position(s) speak languages other than English. Option to further discuss the development of criteria by which employees may receive special compensation for speaking languages other than English and the amount of the compensation.
2. Maintenance Worker F & G Step: Discuss the need, if any, to develop new and consistent criteria for evaluating the performance of those employees in the Maintenance Worker classification.
3. Performance Evaluations: Discuss the need, if any, to develop a process in which employee's may appeal the merits of their performance evaluation to the City Manager or other appropriate senior administrative staff.
4. Longevity increases: discuss the benefits and costs of longevity increases.
5. Grievance procedure: review and discuss the City's existing grievance procedure
6. Discuss the benefits of eliminating the CalPERS Employer Paid Member Contribution (EPMC) through a general salary increase.

7. Retiree health benefits for Tier 1 members: discuss the unfunded liability of the current benefit and the City's ability to maintain the benefit. Discuss the need, if any, to recommend potential cost savings measures.

ARTICLE 20

SAFETY COMMITTEE

The City recognizes its statutory obligations to provide a reasonably safe working environment. The Union likewise recognizes the obligation of its members to properly utilize City-provided equipment in the performance of duties and to observe all injury prevention rules and regulations adopted by the City. It is the duty of unit members and/or stewards to promptly report perceived unsafe working conditions to an immediate supervisor, with the immediate supervisor then having a duty to bring the employees' stated concerns to the attention of an individual having authority to remedy any actual hazardous condition of employment.

The City shall utilize reasonable measures to provide appropriate training to unit members in order to allow for safe operation of tools and equipment by the affected unit members. Management shall not knowingly require an employee to perform an assignment for which reasonable training and/or safety equipment have not been provided.

To address the above objectives, the safety committee shall meet annually, or as otherwise appropriate. The safety committee shall, among other appropriate subjects, analyze industrial accidents and near-accidents occurring during the preceding quarter. The analysis shall address and result in recommendations to management for improvements/modifications to: 1) equipment, 2) training, 3) safety-related staffing and 4) other matters relevant to the creation and preservation of a reasonably safe working environment.

ARTICLE 21

EDUCATION REIMBURSEMENT

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To encourage employees to further their education, it is City policy, with the signed approval of both the Department Head and City Manager, to provide financial assistance to the employee for registration, books and parking up to a maximum of three-thousand dollars (\$3,000.00) per fiscal year for an undergraduate degree or fifty percent (50%) of their tuition for a graduate degree up to a maximum of one-thousand five hundred dollars (\$1,500.00). To be eligible for financial assistance, an employee must complete the class with passing grade of "C" or above.

Programs leading to a professional degree or certification must be in a specific job-related field of professional discipline, and should provide the participating employee with skills, knowledge and competencies applicable to their current position but that which is above and beyond the minimum requirements.

Funding for tuition may be obtained by either:

1. Tuition Reimbursement:

- a. Obtain approval by Department Head.
- b. Complete the City's application form.
- c. Obtain all required signatures prior to the registration of the class.
- d. Complete the class and submit grade report and requisition for reimbursement.

OR

2. Tuition Advance/Upfront funding:

- a. Obtain approval by Department Head.
- b. Complete the City's application form.
- c. Obtain required signature (Department Head and City Manager)
- d. Obtain up-front funding.
- e. Complete the class and submit grade report and receipts.

If the course is not completed and/or a passing grade of "C" or above is not achieved, the employee must repay in full the entire amount of the upfront funding. The City agrees to modify the City's application form to include several lines for multiple class selections in case the employee's first class choice is unavailable.

ARTICLE 22
UNION BUSINESS

Union Bank of Hours

The City agrees to maintain a bank of hours available for union activity at one hundred (100) hours per fiscal year. A formal notification shall be given to the Human Resources Office on July 1 of each year of the names of duly appointed union representatives and at anytime thereafter when an addition or deletion of the list is made.

Those items charged to the Bank of Hours shall be routine Union business, including grievances and appeal hearings. The designated pay code of "335" shall be used on employee timesheets to indicate hours chargeable to the Bank of Hours.

Union business not charged to the Bank of Hours shall be tracked for time spent in these activities: MOU negotiations and Meet and Confers. Employees engaged in these activities shall use pay code of 1100 on timesheets to indicate Union activity.

Union shall provide City with a tentative list of trainings at the beginning of every fiscal year. Union shall inform City of training no less than fourteen (14) days prior to training date. No more than one (1) Shop Steward from each department and no more than three (3) Shop Stewards total City-wide shall attend a training or Union event at any given time. Only the Chief Steward shall attend a training or Union event for more than one (1) consecutive business day.

Procedure for Use of Union Bank Hours

1. Three (3) days prior, or within a reasonable amount of time, the Union Steward must notify, in writing, the Human Resources Division and the Department Head of each department that will have employees in attendance of the time, location and approximate duration of the Union meeting.
2. The Human Resources Division will be responsible for maintaining the count of all hours used.

3. The Department Head/Supervisor shall retain discretion in permitting, denying or delaying leave for said business given workload or work scheduling conflicts. No request shall be unreasonably denied.

Provision of Unit Membership List

Upon request by the Union, the City shall provide unit representatives with a list consisting of:

- a. Name of each unit member
- b. Each unit member's class title, work location and last known residence address

Use of City Facilities

City-owned and/or operated properties/facilities shall be made available to the Union for conduct of membership meetings so long as reasonable advance notice of such request is provided to the Human Resources Division. Any such request to utilize City facilities shall state the exact purpose of the meeting which shall be conducted at the City facility. The City facility shall not be utilized for fund-raising purposes, for political presentations by elected officials or candidates for offices in local, state or federal government.

To the extent, if any, that the City requires proof of insurance, monetary deposits and/or other payments of set-up and knock-down costs when making facilities available to the public in general, those same duties and obligations shall be borne by the Union.

Bulletin Boards

The City shall make reasonable wall-space available for reasonable placement by the Union of Union-supplied bulletin boards. One such bulletin board shall be situated at City Hall, in the Public Works Department, and at any additional recognized work site that is separate and distinct from City Hall. The bulletin boards shall be placed in a location not accessible or visible to the general public. There shall be no posting on the bulletin board of materials which constitute personal attacks upon City employees of any classification.

ARTICLE 23
GRIEVANCE AND APPEALS PROCEDURE

[Pending 2015 negotiation of a successor MOU.]

ARTICLE 24
MAINTENANCE OF MEMBERSHIP

City agrees that SEIU Local 721 may institute a Maintenance of Membership Agreement with employees in represented classifications.

Said Agreement shall give notice and set forth in writing that there shall be one period of thirty (30) days from June 1 to June 30 annually when an employee may withdraw his/her membership for the Union. However, any employee in a represented classification that wishes to, may join the Union at any time during the year. Employees must be notified in writing that enrolling in the Union commits them to membership and payment of dues until the end of that current fiscal year.

The Union agrees to indemnify and hold the City harmless against all liabilities arising from any and all claims, demands, suits, or other actions relating to the City's implementation of either this Article or request of the Union pursuant to this article, or relating to the conduct of the Union in administering this Article. The Union shall have the right to determine and decide all matters relating to settlement and conduct of litigation with respect to this Article. In no case shall City funds be involved in any remedy relating to this Article.

Voluntary Political Contributions

City agrees that bargaining unit employees will be allowed to make voluntary political contributions to SEIU Local 721's Political Action Committee through payroll deductions.

Dues and Benefits Declaration

The City shall continue to deduct dues and Union sponsored benefit program premiums on a regular basis from the pay of all classifications and positions recognized to be represented by the Union, who voluntarily authorize the deduction in writing on a form to be provided for this purpose which is mutually agreed to by the Union and the City. The City shall remit such funds to the Union within thirty (30) days following the deduction. The Union agrees to hold the City harmless and indemnify the City against the claims, causes of action, or lawsuits arising as a result of the deductions on transmittal of such funds to the Union, except the intentional failure of the City to transmit monies deducted from the employees pursuant to this Article to the Union.

The City agrees to:

1. Provide official dues deductions for all employees who subscribe to Union membership.
2. Provide official payroll deductions for approved Union insurance and welfare plans.

The Union agrees to:

1. Provide payroll deduction authorization of said benefits and to invoice the City for the remittance of the benefit deductions.

ARTICLE 25

MANAGEMENT RIGHTS

The City and Union agree that the City retain and have the exclusive decision-making authority to manage municipal services and the work force performing those services in accord with existing law and provisions of the established Memorandum of Understanding. The Union further agrees that the City has, except as expressly and lawfully restricted by specific provisions of the MOU, the exclusive decision-making authority to:

1. Determine and modify the organization of City government and its constituent work units.
2. Determine the nature, standards, levels and mode of delivery of services to be offered to the public.
3. Determine the methods, means, and the numbers and kinds of personnel by which services are to be provided.

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4. Determine whether goods or services shall be made, purchased or contracted for.
5. No bargaining unit employee shall be laid off, demoted or suffer loss of pay or benefits as a result of the contracting out of work. The parties agree to meet and confer as required by law on matters relating to wages, hours or working conditions. Said provisions will apply except for contracts required by bona fide emergencies.
6. Direct employees, including scheduling and assigning work and overtime.
7. Establish employee performance standards and require compliance therewith.
8. Discharge, suspend, demote, reduce in pay, reprimand, withhold salary increases and benefits, or otherwise discipline employees subject to the requirements of applicable law.
9. Relieve employees from duty because of lack of work or lack of funds or for other legitimate reasons.
10. Implement rules, regulations and directives consistent with law and the specific provisions of the MOU.
11. Take all necessary actions to protect the public and carry out its mission in emergencies.

Should the exercise of these management rights impact employees' wage, hours or working conditions, City agrees to meet and confer with Union pursuant to State law. Except as provided or within the City's Personnel Rules and Regulations and the existing and effective M.O.U., decisions under this article shall not be subject to the Grievance or Appeal Procedures enumerated in the City's Personnel Rules and Regulations.

Section 1 - Performance Levels

- a. The Union recognizes the City's right to establish and/or revise performance standard or norms, notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees.
- b. Employees who work at less than acceptable levels of performance may be subject to disciplinary measure in accordance with the applicable law.

Section 2 - Supervisory Responsibility

The Union recognizes the City's right to establish and/or revise standards for supervisory

responsibility in achieving and maintaining performance levels of supervised employees for employees in supervisory positions.

Section 3

Nothing contained herein will be construed as a waiver of the City obligation to meet and confer with the Union on any subject within the scope of the Meyers-Milias-Brown Act.

ARTICLE 26
SEVERABILITY

If an article, section, position or portion thereof contained in the Memorandum of Understanding or application thereof to any person or circumstance is held to be unconstitutional, invalid by operation of law, or by any tribunal or office of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by tribunal or office, the remainder of the Memorandum of Understanding and application of such provisions or portion thereof, to other persons or circumstances, shall be deemed severable, shall not be affected, and shall remain in full force and effect. Furthermore, the City and the Union shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of such article, section, position or portion.

ARTICLE 27
EFFECT

It is understood and agreed that this agreement shall not become effective for any purpose or be binding on either party until approved by the City Council and the bargaining unit membership, and nothing herein shall be construed as obligating the City Council to approve in whole or in part. If the City Council approves in full, then this agreement shall become effective July 1, 2014. The Memorandum of Understanding constitutes and includes all negotiations,

compromises, and representations made by either party; and both parties acknowledge that each has met and conferred in good faith in negotiations to this point.

ARTICLE 28
MISCELLANEOUS

Mandatory Drug Testing For New Employees

City and Union agree that all new hires shall be required to participate in mandatory drug testing as part of the employee eligibility process, at the time of the post-offer physical examination.

Last Chance Agreements

Management reserves the right to utilize Last Chance Agreements when warranted. Examples of conditions when such an Agreement may be utilized include the following: 1) when there has been an egregious violation of City Rules and Regulations or Policies; 2) as a final effort, before termination, to assist an employee in improving his performance; 3) in cases of substance abuse i.e. drugs or alcohol.

Each Last Chance Agreement will be considered on a case by case basis. However, unless otherwise stipulated in the Agreement, the duration of a Last Chance agreement shall not exceed three (3) years, which in all cases shall be the maximum.

ARTICLE 29
TERM

This MOU will be effective as of July 1, 2014, and will continue through midnight June 30, 2015.

MEMORANDUM OF UNDERSTANDING

Fiscal Year 2014-15

Page 43 of 45

IN WITNESS THEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this _____ day of _____, 2014.

FOR THE CITY

René Bobadilla
City Manager

Christopher Birch
Human Resources Consultant

Martha A. Moreno
Human Resources Senior Executive Assistant

FOR THE UNION

Ryan Hudson
SEIU Local 721 Negotiator

Rudy Guevara
SEIU Local 721 Representative

George Rivera
Chapter President

Rodger Alvarado
Bargaining Committee Member

Gloria Candelaria
Bargaining Committee Member

Patricia Gonzales
Bargaining Committee Member

Leonel Pena
Bargaining Committee Member

Victor Ramos
Bargaining Committee Member

Suzie Servin
Bargaining Committee Member

Raymond Uribe
Bargaining Committee Member

MEMORANDUM OF UNDERSTANDING

2014-2015

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ATTACHMENT "A"
 REPRESENTED NON-SUPERVISORY EMPLOYEES AND MONTHLY SALARIES

POSIDON	A	B	C	D	E	F	G
1 Account Clerk I	3126	3282	3446	3619	3800		
2 Account Clerk IT	3350	3517	3693	3878	4072		
3 Account Clerk III	3511	3687	3871	4065	4268		
4 Accountant I	4092	4296	4511	4737	4974		
5 Accountant II	4513	4739	4976	5224	5486		
6 Accountant III	5218	5479	5753	6041	6343		
7 Administrative Clerk	3099	3254	3417	3588	3767		
8 Administrative Secretary	3829	4020	4221	4433	4654		
9 Assistant Engineer	5438	5710	5995	6295	6610		
10 Assistant Planner	4911	5156	5414	5685	5969		
11 Associate Engineer	6322	6638	6970	7319	7685		
12 Building Inspector	4669	4902	5148	5405	5675		
13 Building Permit Technician	3505	3680	3864	4057	4260		
14 Cashier	3284	3448	3621	3802	3992		
15 Counter Services Representative	4113	4319	4535	4761	4999		
16 Custodian	3040	3192	3352	3519	3695		
17 Customer Service Representative	3930	4127	4333	4550	4777		
18 Data Entry Computer Operator	2874	3018	3169	3327	3494		
19 Data Processing Assistant	4218	4429	4650	4883	5127		
20 Duplicating Equipment Operator	3328	3494	3669	3852	4045		
21 Engineering Drafting Technician	4044	4246	4459	4681	4916		
22 Equipment Mechanic I	3386	3555	3733	3919	4115		
23 Equipment Mechanic II	3776	3964	4162	4371	4589		
24 Equipment Mechanic III	4153	4361	4579	4808	5048		
25 Facilities Maintenance Worker I	3129	3286	3450	3623	3804		
26 Facilities Maintenance Worker II	3475	3648	3831	4022	4224		
27 Facilities Maintenance Worker III	4013	4213	4424	4645	4878		
28 Housing Programs Specialist	4129	4335	4552	4779	5018		
29 Maintenance Crew Leader	3803	3994	4193	4403	4623		
30 Maintenance Worker	2987	3136	3293	3458	3630	3812	4003
31 Neighborhood Improvement Officer	4234	4446	4669	4902	5147		
32 Parking Enforcement Officer	3337	3503	3679	3863	4056		
33 Personnel Assistant	3615	3796	3986	4185	4394		
34 Plan Checker	5289	5554	5832	6123	6429		
35 Planning Technician	4113	4319	4535	4761	4999		

MEMORANDUM OF UNDERSTANDING

2014-2015

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POSITION	A	B	C	D	E	F	G
36 Public Works Inspector	4785	5024	5275	5539	5816		
37 Public Works Programs Inspector	4785	5024	5275	5539	5816		
38 Revenue Collections Assistant	3869	4063	4266	4479	4703		
39 Secretary	3675	3859	4052	4255	4467		
40 Water Systems Operator I	3432	3604	3784	3973	4172		
41 Water Systems Operator II	3735	3922	4118	4324	4540		
42 Water Systems Operator III	4116	4322	4538	4765	5004		

MEMORANDUM OF UNDERSTANDING

2011-2014

Page 44 of 44

IN WITNESS THEREOF, the parties hereto have caused this Memorandum of Understanding to be tentatively agreed to this 5th day of August, 2014.

Rene Bobadilla
City Manager

Mike Matsumoto
Assistant City Manager/Director of Finance

Ryan Hudson
SEIU Local 721 Representative

Rudy Guevara
SEIU Local 721 Representative

George Rivera
Chapter President / Steward

Gloria Candelaria
Bargaining Committee Member

Patricia Gonzales
Bargaining Committee Member

Leonel Pena
Bargaining Committee Member

Victor Ramos
Bargaining Committee Member

Roger Alvarado
Bargaining Committee Member

Suzie Servin
Bargaining Committee Member



MEMORANDUM OF UNDERSTANDING

Between

CITY OF PICO RIVERA

And

**SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 721 – DIRECTORS BARGAINING UNIT**

July 1, 2014 – June 30, 2015

**ARTICLE 1
PREAMBLE**

This Memorandum of Understanding is made and entered into between the representatives of the City of Pico Rivera, hereinafter referred to as "City" and Service Employees International Union, Local 721, hereinafter referred to as "Union", pursuant to the California Government Code Section 3500, et. Seq.

**ARTICLE 2
CONTRACT TERM**

The City and Union agree that the provisions contained herein shall be subject to all applicable laws and cover the period of *July 1, 2014 to June 30, 2015*.

**ARTICLE 3
MANAGEMENT RIGHTS**

The City and Union agree that the City retain and have the exclusive decision-making authority to manage municipal services and the work force performing those services in accord with existing law and provisions of the established Memorandum of Understanding. The Union further agrees that the City has, except as expressly and lawfully restricted by specific provisions of the MOU, the exclusive decision-making authority to:

- Determine and modify the organization of City government and its constituent work units.
- Determine the nature, standards, levels and mode of delivery of services to be offered to the public.
- Determine the methods, means, and the numbers and kinds of personnel by which services are to be provided.
- Determine whether goods or services shall be made, purchased or contracted for.
- No bargaining unit employee shall be laid off, demoted or suffer loss of pay or benefits as a result of the contracting out of work. The parties agree to meet and confer as required by law on matters relating to wages, hours or working conditions. Said provisions will apply except for contracts required by bona fide emergencies.
- Direct employees, including scheduling and assigning work and overtime.
- Establish employee performance standards and require compliance therewith.
- Discharge, suspend, demote, reduce in pay, reprimand, withhold salary increases and benefits, or otherwise discipline employees subject to the requirements of applicable law.

MEMORANDUM OF UNDERSTANDING

2014 - 2015

PAGE 3 of 9

- Relieve employees from duty because of lack of work or lack of funds or for other legitimate reasons.
- Implement rules, regulations and directives consistent with law and the specific provisions of the MOU.
- Take all necessary actions to protect the public and carry out its mission in emergencies.

The City agrees to meet and confer on the establishment of understanding and/or procedures to be enacted in the absence of a duly appointed City Manager. The policy behind the council/manager form of government is based on the principle of separation of powers, which ensures that the council and city manager can perform their duties without unnecessary interferences from one another as particularly identified in Chapter 2.04 of the Pico Rivera Municipal Code.

Should the exercise of these management rights impact employees' wage, hours or working conditions, City agrees to meet and confer with Union pursuant to State law.

**ARTICLE 4
SEVERANCE**

Except where superseded by the terms of a personal employment agreement between an individual employee and the City, regular permanent full-time employees holding the job titles Assistant City Manager, Director and Deputy Director, whose employment is terminated for the convenience of the City or who resign in lieu of termination for the convenience of the City, and who execute a settlement agreement and general release between the employee and City, will be paid severance equal to the sum of the highest rate of pay and any leave accruals.

An eligible Assistant City Manager, Director or Deputy Director bargaining unit employee who has completed at least one year of continuous employment and meets the above requirements is entitled to severance pay as follows:

- | | | |
|----|--|--------------|
| A. | 1 year but less than 4 years of employment | 3 months pay |
| B. | 4 years but less than 7 years of employment | 4 months pay |
| C. | 7 years but less than 10 years of employment | 5 months pay |
| D. | 10 years and over of employment | 6 months pay |

**ARTICLE 5
UNION LEAVE**

The City agrees that Union Stewards will be granted twenty-four (24) hours of paid leave annually to attend union sponsored meetings or training during working hours, exclusive of grievances, appeals or bargaining sessions.

**ARTICLE 6
SALARIES**

Salaries shall remain at the 2013-2014 level with the exception of merit increases. Should any recognized bargaining unit receive a higher salary increase in the fiscal year of this contract, the higher salary will also become effective in this memorandum of understanding at the same date.

The City agrees, subject to City Manager approval, that any employee holding the classification of "Director" may be eligible for the salary range identified as Zone C in the chart labeled "Monthly Salary Ranges for Full-Time, Non-Represented Positions," if said Director has been employed by the City for a minimum of five years and whose job performance, increased responsibilities or the possession of professional licenses and/or certifications warrants the Zone C salary range.

**ARTICLE 7
WORK SCHEDULES**

The City operates under an Alternative Work Week Schedule commonly known as the "9/80 Plan." The "9/80 Plan" generally includes a) employees will work nine (9) hours on Monday through Thursdays and eight (8) hours on every other Friday; b) the alternate Fridays will be a day off and City Hall will be closed; c) City Hall hours are 7:30am to 5:30pm Monday through Friday; d) the payroll period start and end times comply with Fair Labor Standards Act requirements; e) vacation, holiday and sick leaves will be given in hourly rather than daily increments; f) the City shall fund eight (8) hours of compensation for each such holiday falling on a Friday, and nine (9) hours for each such holiday falling on Monday through Thursday.

**ARTICLE 8
RETIREMENT**

California Public Employees' Retirement System (CalPERS)

1. Full-Time Employees hired prior to July 1, 2012:
 - a. Shall receive the CalPERS retirement benefits formula based on 2.5% at age 55.

DENTAL BENEFITS

The City shall pay one hundred percent (100%) of the dental insurance premium for the employee and eligible dependents not to exceed the HMO premium rate. Employees may choose a different dental plan offered by the City, however, any cost greater than the HMO premium rate shall be paid by the employee, through payroll deductions.

VISION BENEFITS

The City shall pay one hundred percent (100%) of the vision insurance premium for the employee and eligible dependents.

ARTICLE 10 TYPES OF LEAVE

VACATION

Vacation Cash Out: Each year in December, an employee may opt to cash out any or all vacation hours that exceed one hundred fifty (150) hours. If a cash out is elected, a minimum balance of one hundred fifty (150) hours must remain on the books

Emergency Cash Out: At the request of the eligible employee, emergency vacation leave payouts may be approved throughout the year without the minimum balance requirement. Employees must submit the request in writing to the City Manager describing the emergency.

An emergency is defined as follows:

1. A severe financial hardship;
2. Event was unforeseeable (including but not limited to: illness, accident or casualty);
3. Event was incurred by employee, spouse or dependent; and
4. Employee has no other means to cover costs.

The City Manager's decision is final.

HOLIDAYS

Authorized City holidays shall be as follows:

- New Year's Day
- Martin Luther King Day

MEMORANDUM OF UNDERSTANDING

2014 - 2015

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- President's Day
- César Chávez Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

The City shall fund eight (8) hours of compensation for each such holiday falling on a Friday, and nine (9) hours for each such holiday falling on a Monday through Thursday.

For fiscal year 2014-2015, there will be four unpaid City holidays:

Christmas Week – December 24, 26 & 31, 2014

President's Day – February 16, 2015

For the 2014 Christmas week only: The City will be closed December 24 to 26, 2014. The City will be open December 22, 23, 29 and 30, 2014. City employees who must work due to a 24/7 operation will not receive holiday pay for any work performed on December 24, 26 or 31, 2014, but will receive holiday pay for work performed on December 25, 2014. Employees not scheduled to work that day may use vacation, sick or administrative leave on the specified unpaid days above.

**ARTICLE 11
GRIEVANCE PROCEDURE**

[Pending 2014 negotiation of a successor MOU.]

**ARTICLE 12
TECHNOLOGY STIPEND**

The City will pay a \$100 taxable monthly stipend to each director towards a City-related cell phone or other approved communication device to off-set the costs incurred by the individual employee for City business.

Payment of the monthly cell phone statement is the responsibility of the cell phone owner. The cell phone contract will be in the name of the director who will be solely responsible for all payments to the service provider. The City does not accept any

liability for claims, charges or disputes between the service provider and the staff member.

Recipients of a technology stipend must notify the City of the cell phone number and must continue to maintain the cell phone rental or air-time/pay-as-you-go contract while in receipt of the stipend.

**ARTICLE 13
TRANSPORTATION ALLOWANCE**

Unit employees who are required to furnish their own vehicles for the benefit of the City will receive \$250 monthly. Assistant City Manager shall receive \$300.00.

The Union agrees to defer the transportation allowance for Fiscal Year 2014-15 only.

**ARTICLE 14
PERSONAL LIABILITY**

City may provide representation by legal counsel of City's choice to any employee required to testify before a Grand Jury that arise out of the performance of employee's duties.

**ARTICLE 15
UNIT MEMBERSHIP LIST**

The City will provide the Union in writing, within thirty (30) days from the effective date of this Memorandum of Understanding and each thirty (30) days thereafter an alphabetized list of employees subject to this Memorandum of Understanding, of such employee's name, class title, class code and location as applicable.

**ARTICLE 16
NON-DISCRIMINATION**

The City and Union mutually recognize and agree fully to protect the rights of all employees hereby to join and participate in the activities of the Association. The City and Union mutually reaffirm their respective policies of non-discrimination in the treatment of any employee because of race, religion, sex (including gender, gender identity, gender expression, and pregnancy), national origin, ancestry, disability, medical condition, genetic characteristics or information, marital status, age, sexual orientation (including homosexuality, bisexuality, or heterosexuality), union activity or any other legally protected classification.

**ARTICLE 17
USE OF CITY FACILITIES**

The Union shall be permitted to use City facilities, on prior approval, for the purpose of holding meetings to the extent that such facilities can be made available, and to the extent that the use of a facility will not interfere with department operations. Participating employees will attend said meetings on their own time.

**ARTICLE 18
PAYROLL DEDUCTION AND DUES**

Union dues and such other deductions as may be properly requested and lawfully permitted will be deducted by the City's Financial Officer biweekly, in twenty-four increments annually from the salary of each employee in the unit who files with the City a written authorization that such deduction(s) be taken.

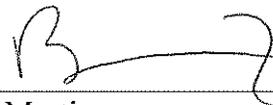
**ARTICLE 19
VOLUNTARY POLITICAL CONTRIBUTIONS**

City agrees that bargaining unit employees will be allowed to make voluntary political contributions to SEIU Local 721's Political Action Committee through payroll deductions. The Union will abide by all federal and state laws regulating such contributions and shall indemnify the City in the event of litigation arising from this provision.

IN WITNESS THEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this 26th day of August, 2014.



Rene Bobadilla
City Manager



Ben Martinez
Director of Community and Economic
Development



To: Mayor and City Council
From: City Manager
Meeting Date: September 9, 2014
Subject: AWARD PROFESSIONAL SERVICE AGREEMENT FOR GRANT WRITING SERVICES

Recommendations:

1. Award a Professional Services Agreement to California Consulting, LLC for an amount not-to-exceed \$59,400 (\$4,950 per month for 12 months) for unlimited grant writing services.
2. Authorize the City Manager to execute a contract with California Consulting Services, LLC in a form approved by the City Attorney.

Fiscal Impact: \$59,400.00 (General Fund)

Discussion:

California Consulting provides specialized grant writing services for public agencies throughout the state with over 90 clients statewide. In the past ten years, they have written nearly 600 competitive grant applications that have been selected for funding for a combined value of over \$146 million in grants to their clients.

California Consulting proposes to provide unlimited grant research, identification, and writing services for a 12 month period at a monthly fee of \$4,950, plus reimbursement of out-of-pocket expenses (i.e. reproduction, conference call services, pre-approved out-of-town travel, etc.). California Consulting brings extensive knowledge, experience, industry contacts and grant opportunity research tools that would be difficult to match with current city staff, particularly in specialized areas and with private and public grant organizations that are not widely publicized.

Additionally, California Consulting hosts quarterly events by invitation only featuring key policymakers at all levels of government and key representatives from organizations offering grant opportunities. The events provide their clients the opportunity to interact with these

individuals in a unique and small group setting and gain insights into various grant opportunities. The recommended contract would include the opportunity to participate in these and other similar events.

The proposed contract term is for 12 months. The agreement may be terminated for convenience by either party at any time during the term of the agreement with a 30-day written notice.



René Bobadilla

RB:JE:JL:lg

Enc.

- 1) California Consulting, LLC Proposal



A Proposal for City of Pico Rivera

History

Founded in 2004, California Consulting, LLC has a solid reputation for hard work and a commitment to success for its clients. California Consulting, LLC is the largest grant writing firm in California. With offices in Southern California, Northern California and Central California, we have almost 90 clients statewide. We have 25 members of our team from Chico in the North, to Los Angeles in the South.

California Consulting has developed an expertise in representing public agencies, private companies, and non-profit organizations. We have secured over \$1.4 billion for our clients since inception through grant writing and lobbying efforts combined.

Grant Writing:

The California Consulting team boasts nearly 20 grant writers. Through years of experience our grant writers have a proven track record of success and have mastered their skills of identifying, researching, and obtaining funding for significant projects at every level of government. California Consulting grant writers have written almost 600 competitive grants that have been funded, generating over \$146 million for our clients. Our aggressive, hard-working, and results-oriented style has translated into millions of dollars for our clients. Our professional grant writers are diligent and stay current on every Federal and State grant available on a myriad of different topics and public policy areas. Whether it is recreation, education, parks money, or public safety our grants team knows where to locate grant funds and how to successfully write the applications.

Sacramento Trips:

Our office regularly organizes trips to Sacramento for our clients. We organize a full day of meetings with key State Agencies that have grant monies available. Usually the City Manager or District Superintendent along with elected officials attends the day long visit to the Capitol accompanied by California Consulting. These visits include a full day of meetings with State Agencies and key decision makers for grant money.

Quarterly Events:

In order to keep our clients regularly informed of updates from the Capitol, we routinely invite special guests from Sacramento to visit with our clients. Each quarter we host an invitation only event with a key elected or appointed official from the Capitol. Recent events

have been held in Montebello, Salinas and Fresno in conjunction with our office. Guests have included CalTrans Director Malcolm Dougherty, the Governor's Cabinet Secretary, Director of California Governor's Office of Business and Economic Development, Kish Rajan and other key policymakers. This allows our clients to interact with major policymakers in a unique small group setting.

References:

California Consulting references include key leaders from around the State. Our relationships are bi-partisan and we have references from major figures and leaders in both political parties. A full list of our references can be viewed at www.californiaconsulting.org.

California Consulting currently represents over 20 cities across California, almost 50 School Districts, Charter Schools, non-profits and others. We have also been retained to work for agencies including Chevron Corporation and academic institutions including the California Institute of Technology in Pasadena, as well as several private sector clients. A full client list can be obtained at www.californiaconsulting.org.

Scope of Services and Cost:

1. California Consulting's grant research, identification, and writing are unlimited during the length of the contract.
2. California Consulting will conduct a Needs Assessment at the outset of the contract in which all relevant staff members involved with grants should be present to provide their input.
3. The Client will provide an established point of contact for California Consulting grant writer(s) to contact regarding the grant.
4. California Consulting will have reasonable access to the required information and documentation required to complete the grant on behalf of the Client.
5. The Client will provide the required information and documentation in a timely manner in order for California Consulting to submit the grant by deadline.
6. We propose that to the extent legally allowed, the Client hire California Consulting as grant administrators when dollars are available from within the grant (at no additional cost to the Client). When grant dollars from the grant are not available for administration, reporting and evaluation purposes we will provide these services to the Client at no cost as part of our scope of services.
7. We propose a cost of \$4,950.00 per month plus reimbursement of out of pocket expenses for a trial period of one year.



To: Mayor and City Council

From: City Manager

Meeting Date: September 9, 2014

Subject: INSTALLATION OF TRAFFIC CONTROL DEVICES –
PARKING RESTRICTIONS

Recommendation: Receive and file.

Fiscal Impact: \$500 General Fund, Public Works Operating Budget

Discussion:

On May 24, 2011, the City Council approved a Resolution giving the City Manager the authority to approve the installation of traffic control devices upon the completion of a traffic/engineering study. According to the Resolution, staff is required to notify the City Council of changes to traffic control devices as soon as practicable following completion of the installation.

During this reporting period, Public Works received the following request(s) to consider new or modified traffic control devices to resolve reported traffic issues at one or more locations in the City. Engineering Staff has completed evaluation and necessary traffic studies of each location and the conclusion is summarized below for each location. If a change in traffic control devices was warranted, the applicable traffic control devices were installed, as reported below, following the approval of the City Manager and City Engineer. One request was received during this reporting period as follows:

Olympic Boulevard at Walnut Avenue

Staff received a request to evaluate visibility and sight distance for vehicles exiting Walnut Avenue on to Olympic Boulevard. Staff conducted a sight visibility analysis at the intersection and found that visibility and sight distance issues exist when vehicles are parked along the curb on the north and south side of Olympic Boulevard. To

COUNCIL AGENDA REPORT – MTG. OF 9-9-14
INSTALLATION OF TRAFFIC CONTROL DEVICES – PARKING RESTRICTIONS
Page 2 of 2

eliminate visibility and sight distance issues, staff installed 20 feet of red curb along this area of Olympic Boulevard at the intersection. The installation of red curb will eliminate four (4) on-street parking spaces. While this change impacts parking, it significantly improves the safety of the intersection.

The total cost to install red curb was \$500. This included engineering costs (\$200) and installation labor (\$200) and materials (\$100). Additional technical information is included in the attached Traffic Analysis Report.



René Bobadilla

RB:JE:MN:lg

Enc.

- 1) Traffic Analysis - Olympic Boulevard

CITY OF PICO RIVERA
MEMORANDUM

Date: September 2, 2014

To: City Manager

From: Director of Public Works/City Engineer

Subject: RED CURB INSTALLATION ON OLYMPIC BOULEVARD AT WALNUT AVENUE

Background

Staff received a request from a resident to investigate the safety of motorists exiting and entering Walnut Avenue to and from Olympic Boulevard. The resident stated that when vehicles are parked along the curb on both the north and south sides of Olympic Boulevard, visibility is restricted causing unsafe vehicular movements.

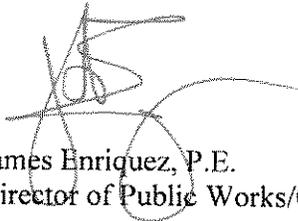
Olympic Boulevard is a residential street with a curb-to-curb width of 35 feet. On-street parking is permitted on both sides of the street. The prima fascia speed limit is 25 mph. Walnut Avenue is a residential street with posted speed limit of 25 mph. On-street parking is permitted on both sides of the street. The intersection of Olympic Boulevard and Walnut Avenue is a 2-way stop controlled intersection.

Analysis

Staff conducted a field survey and determined that when vehicles are parked as described above on Olympic Boulevard, vehicles exiting Walnut Avenue may experience sight distance issues. Residents also park their cars too close to the curb return.

Recommendation

Staff recommends the installation of 20 feet of red curb along both north and south sides of Olympic Boulevard at the intersection of Walnut Avenue. Four (4) on-street parking spaces will be eliminated.



James Enriquez, P.E.
Director of Public Works/City Engineer

JE:MN:lg

Attachment



CONSTRUCTION NOTES:

①— PAINTED 20 FEET OF RED CURB WITH 2 COATS OF PAINTS



CITY OF PICO RIVERA

DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION
OLYMPIC BLVD. AND WALNUT AVE. - INSTALLATION OF RED CURB

PREPARED BY: M. NGUYEN CHECKED BY: J. LOERA SCALE: NOT TO SCALE DATE: 06-05-14



To: Mayor and City Council

From: City Manager

Meeting Date: September 9, 2014

Subject: PASSONS BOULEVARD UNDERPASS (PHASE IV) CIP NO. 20053
- NOTICE OF COMPLETION

Recommendation:

Accept as complete, effective August 25, 2014, work performed by Green Giant Landscape, Inc. on the Passons Boulevard Underpass (Phase IV) CIP No. 20053, and instruct the City Clerk to file the Notice of Completion with the Los Angeles County Recorder.

Fiscal Impact: \$129,795 (Traffic Congestion Relief Program, State Grant Funds)
CIP Account No. 210-7300-44500-00020053

Discussion:

The Passons Boulevard Underpass (Phase IV) Project (Project), is the fourth phase of the Passons Boulevard Underpass Project (Passons Underpass).

Project improvements included the installation of a hand rail at the top of the westerly slope to increase pedestrian safety, slope repairs between Slauson Avenue and the new bridge along the west side of Passons Boulevard, construction of a drainage system on top of the slope to prevent future slope erosion, and installation of additional landscaping on the northeast corner of Rivera Road and Passons Boulevard. These improvements were needed to mitigate the impacts of the Passons Underpass Project on the adjacent property.

At its meeting of June 24, 2014, the City Council awarded a construction contract in the amount of \$126,275 with a 10 percent contingency of \$12,628 to Green Giant Landscape, Inc. for the construction of the Project. Construction is complete effective August 25, 2014 and the Notice of Completion can now be filed with the Los Angeles County Recorder. Green Giant Landscape, Inc. completed the work per the approved plans and specifications, with acceptable quality and workmanship.

COUNCIL AGENDA REPORT – MTG. OF 9/9/14
PASSONS BOULEVARD UNDERPASS PROJECT, PHASE IV, CIP NO. 20053 -
NOTICE OF COMPLETION
Page 2 of 2

The final construction contract cost was \$129,795, which accounts for the contract amount (\$126,275), and adjustments in quantities (\$3,520). Construction is fully funded with State funds. Construction management and inspection services were performed by City staff.

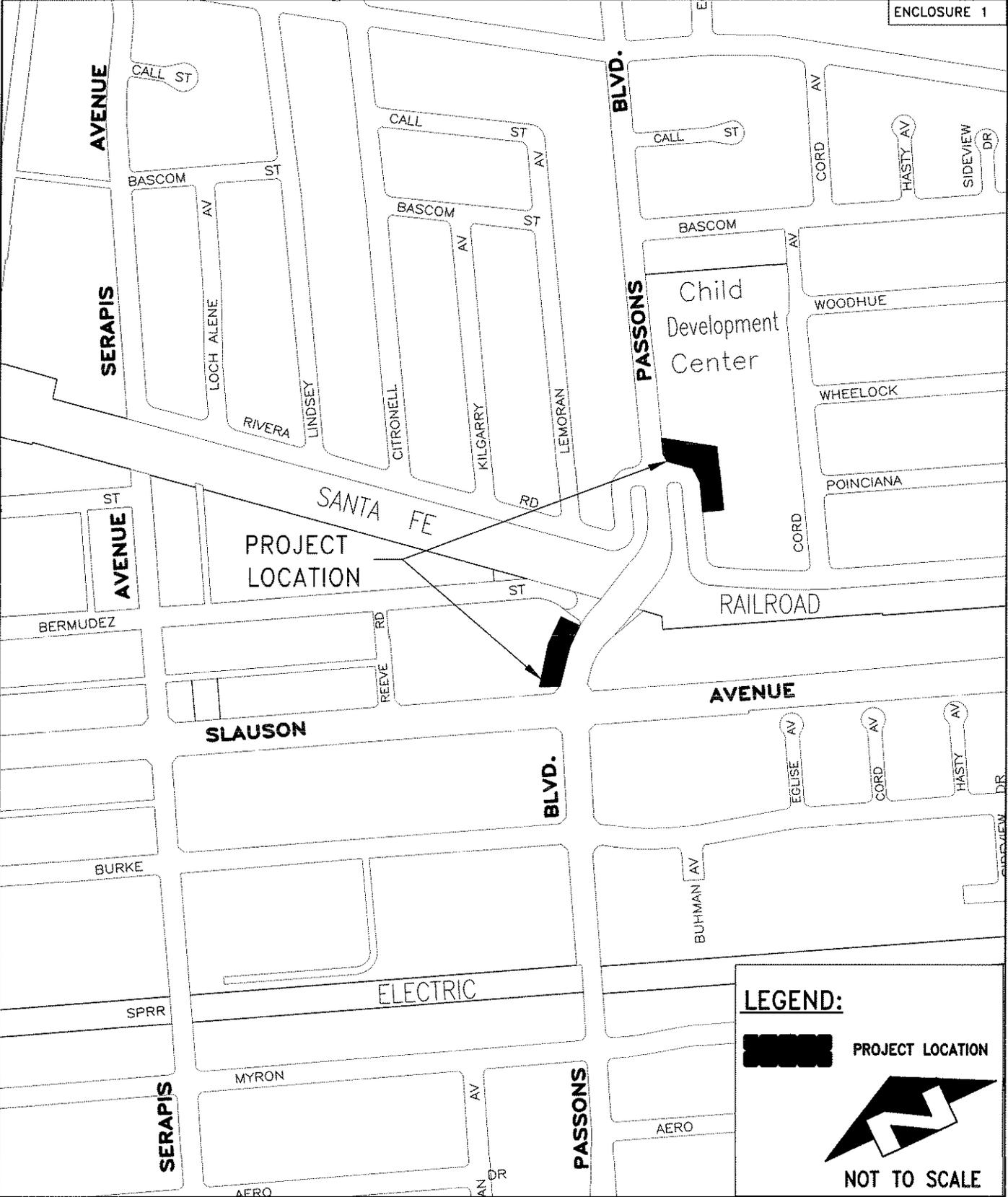


René Bobadilla

RB:JE:JL:lg

Enc.

- 1) Location Map



CITY OF PICO RIVERA

DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION

PASSONS BOULEVARD PHASE IV IMPROVEMENTS PROJECT

PREPARED BY: M. NGUYEN

SCALE: NOT TO SCALE

DATE: 9-9-14





To: Mayor and City Council

From: City Manager

Meeting Date: September 9, 2014

Subject: THREE HOT SPOT INTERSECTION PROJECTS - ROSEMEAD BOULEVARD AT BEVERLY BOULEVARD (CIP NO. 21276); ROSEMEAD BOULEVARD AT SLAUSON AVENUE (CIP NO. 21277); ROSEMEAD BOULEVARD AT WHITTIER BOULEVARD AND ROSEMEAD BOULEVARD AT WASHINGTON BOULEVARD, (CIP NO. 21278) — AWARD PROFESSIONAL SERVICE AGREEMENTS FOR ENGINEERING SERVICES

Recommendations:

Award Professional Services Agreements to the following consultants to provide engineering design services:

- 1) URS Corporation Americas for the Rosemead Boulevard at Beverly Boulevard Improvements Project (CIP No. 21276) for an amount not-to-exceed \$569,516.20.
- 2) Willdan Engineering for the Rosemead Boulevard at Slauson Avenue Improvements Project (CIP No. 21277) for an amount not-to-exceed \$184,522; and Rosemead Boulevard at Whittier Boulevard and Rosemead Boulevard at Washington Boulevard Improvements Project (CIP No. 21278) for an amount not-to-exceed \$78,776.
- 3) Authorize the Mayor to execute the recommended contracts in a form approved by the City Attorney.

Fiscal Impact: \$569,516.20 for CIP No. 21276 (Measure R funds)
\$184, 522.00 for CIP No. 21277 (Measure R funds)
\$ 78,776.00 for CIP No. 21278 (Measure R funds)
\$832,814.20 Total

Discussion:

The City of Pico Rivera is a member of the SR-91/I-605/I-405 Corridor Cities. The mission of this group is to reduce congestion along an approximate 19-mile stretch of the I-605, SR-91 and I-405. The committee created the Hot Spots Program to focus on reducing congestion in local jurisdictions at regional roadway intersections located within the limits of the corridor.

On May 27, 2014, Council approved the Memorandum of Understanding (MOU) for each of three Hot Spot Intersection Improvement Projects with METRO for the use of \$6,450,000 in METRO's Measure R funds from the SR-91/I-605/I-405 Hot Spots Program. Two intersections, Rosemead Boulevard at Whittier Boulevard and Rosemead Boulevard at Washington Boulevard, were combined into one project since improvements at both intersections are relatively minor.

Proposed improvements vary at each of the four intersections, but may include the following: increased left-turn storage, additional left-turn lanes, additional through travel lanes, dedicated right-turn pockets, reconstruction of existing medians to accommodate additional travel lanes, and associated traffic signal modifications.

On May 22, 2014, a Request for Proposals (RFP) was advertised and released to nineteen (19) qualified engineering firms. Design services requested include project management, preliminary engineering, environmental document preparation, geotechnical investigations, surveying, right-of-way engineering, drainage, design and preparation of plans, specifications and estimates (PS&E), quality assurance/quality control, agency and utility coordination and construction support.

On June 26, 2014, eight (8) proposals were received before the deadline. The proposals were scored and the top five consultants were invited to interview on August 7, 2014. The panel was comprised of a Section Head from Los Angeles County Public Works - Traffic and Lighting Division, a project manager from ACE and the City's Director of Public Works/City Engineer. This qualification-based selection weighed a number of factors as outlined in the RFP, including project manager and team qualifications, experience on similar projects, understanding of technical issues, and experience with State and Federal policies and procedures.

THREE HOT SPOT INTERSECTION PROJECTS - ROSEMEAD BOULEVARD AT BEVERLY BOULEVARD (CIP NO. 21276); ROSEMEAD BOULEVARD AT SLAUSON AVENUE (CIP NO. 21277); ROSEMEAD BOULEVARD AT WHITTIER BOULEVARD AND ROSEMEAD BOULEVARD AT WASHINGTON BOULEVARD (CIP NO. 21278) – AWARD PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES

Page 3 of 4

Based on the ranking criteria, URS Corporation Americas and Willdan Engineering were unanimously selected by the panel as the top two highest qualified firms. The panel selected URS Corporation Americas for the Rosemead Boulevard at Beverly Boulevard Improvements Project (CIP No. 21276). Willdan Engineering was selected for the Rosemead Boulevard at Slauson Avenue Improvements Project (CIP No. 21277) as well as the Rosemead Boulevard at Whittier Boulevard and Rosemead Boulevard at Washington Boulevard Improvements Project (CIP No. 21278).

URS Corporation Americas and Willdan Engineering provide the following benefits to the projects:

- **Previous experiences with the City of Pico Rivera** - URS Corporation Americas is currently the design firm for the Durfee Avenue Grade Separation managed by ACE. Previously, URS Corporation Americas provided construction management and inspection services for the parks renovation projects. Willdan Engineering has provided as-needed engineering services to the Department of Public Works for the past eight (8) years. Further, Willdan Engineering was the prime consultant on the Rosemead Boulevard Rehabilitation and the Traffic Signal Safety Improvements (HSIP) Projects, that are nearing design completion.
- **Experienced Project Manager** - URS Corporation Americas project managers has over 20 years of public and private sector experience, the Project Manager is a Registered Civil Engineer and has delivered over 100 municipal projects. Willdan Engineering's project manager has over 30 years of public and private sector experience, is a Registered Civil Engineer and has delivered over 150 municipal projects
- **Superb knowledge of project issues** - URS Corporation Americas provided very comprehensive design alternatives during their interview and traffic modeling for the SR-91/I-605/I-405 Congestion Hot Spots Arterial Intersection Improvements Projects and identified solutions to known right-of-way and traffic issues. Willdan Engineering touched on a wide range of key project factors such as community acceptance of the projects, resolution to median openings, and traffic operations along the Rosemead Boulevard corridor.

Based on the above, URS Corporation Americas and Willdan Engineering are capable of delivering a high quality and cost effective design. High quality designs eliminate costly change orders during construction. The scope of work submitted by the two consultants is provided as exhibits to their respective Professional Services Agreements. The sealed fee proposals were

COUNCIL AGENDA REPORT – MTG. OF 9/9/14

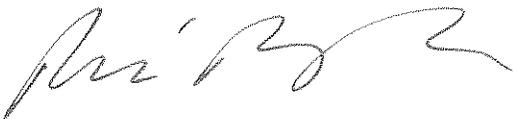
THREE HOT SPOT INTERSECTION PROJECTS - ROSEMEAD BOULEVARD AT BEVERLY BOULEVARD (CIP NO. 21276); ROSEMEAD BOULEVARD AT SLAUSON AVENUE (CIP NO. 21277); ROSEMEAD BOULEVARD AT WHITTIER BOULEVARD AND ROSEMEAD BOULEVARD AT WASHINGTON BOULEVARD (CIP NO. 21278) – AWARD PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES

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opened following qualification based selection in accordance with state and federal laws and the fees were subsequently negotiated. Fees shown in the exhibits to the enclosed professional services agreements are the negotiated fees and reflect all services required in the Request for Proposal and as revised through the negotiation process.

URS Corporation Americas submitted a competitive proposal; their negotiated fee is \$569,516.20. Willdan Engineering submitted a competitive proposal; their negotiated fee is \$263,298. Design services are fully funded with Measure R funds.

The projects are scheduled to begin design in September 2014.



René Bobadilla

RB:JE:JL:lg

Enc.

- 1) Professional Services Agreement for URS Corporation Americas
- 2) Professional Services Agreement for Willdan Engineering

AGREEMENT NO. _____
**PROFESSIONAL SERVICES AGREEMENT
 BETWEEN THE CITY OF PICO RIVERA AND
 URS CORPORATION, INC.
 dba URS Corporation Americas**

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Pico Rivera, a California municipal corporation ("City") and URS Corporation, a Nevada Corporation dba URS Corporation Americas ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

2. RECITALS

2.1 City has determined that it requires professional services necessary for the delivery of a Capital Improvement Program project. The Consultant will provide services to provide design services for the SR-91/I-605/I-405 Congestion Hot Spots Arterial Intersection Improvements Project at Rosemead Boulevard and Beverly Boulevard, CIP No. 21276, or as set forth in the Consultant's August 25, 2014 proposal to City attached hereto as Exhibit "A".

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the performance by the Parties of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

3. DEFINITIONS

3.1 "Scope of Services": Such professional services as are set forth in the Consultant's August 25, 2014 proposal to City attached hereto as Exhibit "A" and incorporated herein by this reference.

3.2 "Approved Fee Schedule": Such compensation rates as are set forth in the Consultant's August 25, 2014 proposal to City attached hereto as Exhibit "B".

3.3 "Commencement Date": September 10, 2014

3.4 "Expiration Date": December 31, 2016

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the Parties or terminated in accordance with Section 21 below.

5. CONSULTANT'S SERVICES

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Five Hundred Sixty Nine Thousand Five Hundred Sixteen Dollars (\$569,516.20) unless specifically approved in advance, in writing, by City.

5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City.

6. COMPENSATION

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City 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 (30th) day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty (60) days of the date Consultant issues an invoice to City for such services.

7. BUSINESS LICENSE

Consultant shall obtain a City business license prior to commencing performance under this Agreement.

8. COMPLIANCE WITH LAWS

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to sections 2105 and 17451 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

9. CONFLICT OF INTEREST

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing prior to Consultant's performance of such work.

10. PERSONNEL

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises. Dave Eames shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

11. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products") developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

12. INDEPENDENT CONTRACTOR

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.

13. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

14. INDEMNIFICATION

14.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.

14.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

14.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 14 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.

14.4 The obligations of Consultant under this Section 14 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

14.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 14 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

14.6 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.

14.7 **PERS ELIGIBILITY INDEMNITY.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

15. INSURANCE

15.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

15.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) in the annual aggregate, including products and Completed operations hazard, contractual insurance, broad form property damage, independent Consultants, personal injury.

15.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of Two Million Dollars (\$2,000,000) per claimant and Two Million dollars (\$2,000,000) per incident.

15.1.3 Worker's Compensation insurance as required by the laws of the State of California.

15.1.4 Professional Liability insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than Two Million Dollars (\$2,000,000).

15.2 Consultant shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

15.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

15.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

15.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

15.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.

15.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

15.8 The general liability and automobile policies of insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

15.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

15.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

15.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 14 of this Agreement.

16. MUTUAL COOPERATION

16.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

16.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

17. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

18. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

19. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

If to City:

René Bobadilla, City Manager
City of Pico Rivera
PO Box 1016
6615 Passons Blvd.
Pico Rivera, CA 90660-1016
Facsimile: (562) 801-4765

If to Consultant:

Richard A. Hart, P.E., Vice President
URS Corporation, Inc.
2020 East First Street, Suite 400
Santa Ana, CA 92705-4032
Office: (714) 648-2891

With a courtesy copy to:

Arnold M. Alvarez-Glasman, City Attorney
13181 Crossroads Parkway North
Suite 400 - West Tower
City of Industry, CA 91746
Facsimile: (562) 692-2244

20. SURVIVING COVENANTS

The Parties agree that the covenants contained in Sections 13, 14 and Paragraph 16.2 of Section 16, of this Agreement shall survive the expiration or termination of this Agreement.

21. TERMINATION

21.1. City shall have the right to terminate this Agreement for any reason on five (5) calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days' written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

21.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

22. ASSIGNMENT

Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any Party other than Consultant.

23. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

23.1 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

23.2 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

23.3 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

24. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

25. NON-WAIVER

25.1 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

25.2 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

26. COURT COSTS

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

27. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

28. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

29. ENTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties.

Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

ATTEST:

City of Pico Rivera

Anna M. Jerome, City Clerk

Brent A. Tercero, Mayor

Date: _____

Date: _____

APPROVED AS TO FORM:

Consultant - URS Corporation, Inc.

Arnold M. Alvarez-Glasman, City Attorney

By: _____
Richard A. Hart, P.E., Vice President

Its: _____

Date: _____

Date: _____

SCOPE OF WORK

CIP Project No. 21276 (Beverly Blvd. / Rosemead Blvd. Intersection Improvements)

1.0 PROJECT MANAGEMENT

1.1 Kick-Off Meeting

URS will coordinate and participate in a project kick-off meeting with City staff. This meeting is intended to identify and discuss project goals, opportunities and constraints, information needs, roles and responsibilities, and expectations. At this meeting, URS anticipates to receive relevant project information and documents available from City staff for use in preparation of the environmental document.

1.2 Project Coordination

The URS project manager will maintain regular communication with City designated project manager to update City staff on progress. Most communication will be performed via email or phone communication. Key Issues will be reviewed with City staff on a regular basis. URS will maintain awareness of critical schedule items and communicate to City staff when potential schedule delays are identified URS will support the City staff's preparation of City Council

1.3 Project Meetings

URS will hold regular Project Development Team (PDT) meetings at City Hall on a monthly basis or as determined necessary to maintain communication regarding critical development issues. Six (6) monthly meeting are assumed in this scope. Meeting agendas will be prepared and distributed ahead of each meeting for review. Following each PDT meeting, minutes will be prepared detailing relevant discussion items and provided with 7 days for attendees to review.

1.4 Project Schedule

Within 30 days of NTP, the URS team will deliver a critical path schedule of project development through project advertisement. The schedule will outline critical and non-critical path items necessary to complete the design of the project including plan review. Following determination of utility impacts, utility relocation schedule information will also be added to the critical path schedule. Monthly updates will be provided

Deliverables:

- Meeting Agendas and Minutes
- Project Schedule (Microsoft Project format)
- Presentation materials for City staff

2.0 PA/ED PHASE

California Environmental Quality Act (CEQA) Documents

Because of our background knowledge of this project, we anticipate that improvements for Project No. 1 (Rosemead Boulevard/Beverly Boulevard) will require additional environmental analysis due to right-of-way acquisitions and local street access modifications identified in the preliminary design. Our environmental staff will work closely with the design team to inform the development of the preliminary design, including options to minimize or to avoid significant adverse impacts. Particular attention shall be devoted to potential concerns associated with utility relocation issues and right of way impacts. An Initial Study (IS) Checklist will be prepared to assess potential impacts and will be utilized to determine if a Negative Declaration (ND) is the appropriate environmental document, or if mitigation measures will be needed to support the preparation of a Mitigated Negative Declaration (MND).

2.1 Administrative Draft IS Checklist

URS will prepare an Administrative Draft IS Checklist that fulfils the disclosure responsibilities of the City pursuant to CEQA. We will use the City's established template, if available, or utilize Appendix G of the State CEQA Guidelines formatted to the specifications of the City. We anticipate the following environmental issues will be given particular emphasis in the IS Checklist:

- Air Quality: It is anticipated that the project will not have significant air quality impacts, and that compliance with standard regulatory procedures will likely mitigate any potential air quality impacts.
- Noise: Residential uses exist in the vicinity of the proposed project and may be impacted by noise caused by additional traffic and during project construction.
- Transportation/Traffic: Proposed additional travel lanes and alignment modifications may impact the circulation system and level of service standards in the area.

The preparation of technical studies are proposed for the above identified topical areas to further analyse potential impacts and identify appropriate mitigation measures, if necessary. Technical studies are discussed separately below.

The Administrative Draft IS will include:

- Project description as approved by City;
- The location of the project site, shown on a map;
- A preliminary finding that the proposed project will not have a significant effect on the environment and the appropriate environmental document identified (ND or MND);
- Applicable mitigation measures as recommended in technical reports and other research and analysis obtained and prepared for the project.

Deliverables:

- One (1) electronic copy of the administrative draft IS Checklist for City staff review and comment.
- One (1) electronic copy of the final IS Checklist

Assumptions

- It is anticipated that due to the nature of the project, there will be no impacts or that the potential for significant impacts can be fully mitigated.
- The electronic version of the document provided to the City will be utilized for internal distribution and review/comment.

- City staff will collect all departmental comments during the cycle of review and will submit them to URS in one transmission.
- One (1) cycle of review with the City is assumed. URS will revise the document, as necessary, to reflect comments from City staff.

2.2 Preparation of Negative Declaration (ND)/Mitigated Negative Declaration (MND)

Draft ND/MND

Upon City staff review and approval of the IS Checklist, URS will prepare an ND or MND for public review and comment. Upon review and approval of the draft ND/MND, URS will prepare the document for public review and circulation.

URS will also prepare a Notice of Intent (NOI) to adopt an ND/MND for the City's use and distribution to begin the required public review and comment period for the environmental document. It is anticipated that the project will not require review and comment by State Agencies, therefore the ND/MND will not require transmittal to the State Clearinghouse and a 20-day public review period will be sufficient to satisfy Section 15105 of the CEQA Guidelines

Deliverables:

- One (1) electronic administrative draft copy of the ND/MND for City staff review and comment.
- One (1) electronic copy of the final IS/MND for City use and distribution.
- One (1) electronic copy the NOI for the City's use in publishing, distribution and posting with the County Clerk.

2.3 Mitigation Monitoring and Reporting Program (MMRP)

Should mitigation measures be required to reduce project impacts to less than significant, URS will prepare the Mitigation Monitoring & Reporting Program (MMRP) for the proposed project in compliance with Public Resources Code Section 21081.6. The MMRP will be prepared in table format and will include the list of measures; timeframe for compliance for each measure; party responsible for mitigation measure implementation; and reporting agency.

Deliverables:

- One (1) electronic copy of the MMRP for staff use.

2.4 Notice of Determination

URS will prepare the Notice of Determination (NOD) for City staff review and approval within five (5) working days of adoption of the Final IS/MND. We assume the City will be responsible for filing the NOD with the Los Angeles County Clerk, and submitting the California Department of Fish and Wildlife (CDFW) required fee when filing the NOD with the County Clerk, and will provide proof that the documents have been received and all payments have been processed.

2.5 Public Hearings

URS Staff will be available to attend up to two (2) public hearings to assist City staff with addressing any comments received by the public or the Planning Commission/City Council. We request the City provide URS with at least 48 hours advance notice for attendance/participation at public hearings.

2.6 Responses to Comments

If the City determines that comments received during the mandatory public review period require formal responses, URS will be available to accommodate this request. Upon close of the public review period, City staff will compile and distribute one (1) complete set of all comments received. Draft responses will be prepared by URS and submitted electronically to the City for review and comment. Upon receipt of City staff's collective comments on the draft, URS will prepare a final version for City staff's use and distribution.

2.7 Technical Studies

Task Description

Technical studies are proposed to verify the project will have no environmental impacts and/or identify appropriate mitigation measures to bring potential impacts to a less than significant level. The following studies will be prepared:

2.7.1 Air Quality

URS will prepare an air quality analysis for construction and operational activities associated with the proposed intersection improvements. An Air Quality Technical Study will be developed to satisfy the disclosure requirements of CEQA. The air quality analysis will be based on the current methodology of the South Coast Air Quality Management District (SCAQMD) for projects within the South Coast Air Basin (SoCAB).

The air quality analysis will provide an estimate of short-term air pollutant emissions using the CalEEMod computer model. Modelling will be based on the construction schedule and preliminary construction equipment provided by the City or contractor. Air pollutant emissions will be compared to the SCAQMD's regional thresholds of significance to determine the significance of project related construction emissions.

In addition, SCAQMD also requires that project-related construction emissions be evaluated against the localized significance thresholds (LSTs). LSTs are used to determine whether sensitive uses near the project site are exposed to air pollution that exceeds the ambient air quality standards (AAQS). Mitigation measures that reduce construction impacts will be identified, as necessary. Given that the site has been previously graded, the analysis will provide a qualitative assessment to reach any appropriate conclusion.

2.7.2 Global Climate Change

URS will prepare a global climate change impact analysis for construction and operational activities associated with the project. Greenhouse gas (GHG) emissions modeling and a climate change evaluation will be included as part of the Air Quality Technical Study. Mitigation measures that reduce project-related GHG emissions will be identified, as necessary.

2.7.3 Noise Analysis

URS will prepare a noise impact analysis for construction and operational activities associated with the project. A Noise Analysis Technical Study will be developed to satisfy the disclosure requirements of CEQA. The study will include the following components: *Baseline Environmental Setting, Construction Impact Analysis, and Operational Impact Analysis.*

The changes in the projected noise exposure level due to the expected increases in traffic will be calculated, and any impacts to noise-sensitive land uses in the project area associated with those noise level increases will be identified. If project related impacts exceed any thresholds, mitigation measures to reduce the impacts to a less than significant level will be identified and included.

2.7.4 Traffic Analysis

URS will prepare a Traffic Impact Analysis as outlined in the Preliminary Engineering Task to satisfy the disclosure requirements of CEQA and also support the final design recommendations. URS will collect traffic counts and perform LOS and Queue analysis at four intersections (CIP 21276, 21277, 21278). URS will then analyse and document the results of the traffic impact analysis in a Traffic Analysis Report technical memorandum for City staff to review. For the purposes of this scope of work, URS will evaluate and present draft and final intersection improvement recommendations at each study location.

2.7.5 Phase 1 Study

If the City determines that property is required for the selected improvements and there is a potential for contamination on property identified for acquisition, URS can provide services to develop a Phase 1 study and perform field testing for addition fee.

3.0 AGENCY AND UTILITY COORDINATION

3.1 Utility Coordination

Overhead power and communication lines have been identified for relocation at the Beverly Blvd. / Rosemead Blvd. intersection. Several utility owners occupy each pole and will require separate notification and coordination. There are also a number of underground facilities. To the extent that they are impacted by the Project, the surface features of these facilities will be surveyed to verify their location and assist in determining if they can either be protected in place or require relocation. Manholes, vents, and valve cans will also be field surveyed to accurately access if they are impacted by the proposed design improvements. Although highly unlikely, some of the utility owners may have prior rights and require replacement easements or amended common use agreements. The preparation of utility agreements is not included as a part of this scope of work. Based on preliminary research several utility owners may have facilities within the project or its surrounding area. The exact locations of the following facilities have not been verified.

Table 4: Utility Owners and Affected Facilities

Utility Owner	Facility
Verizon OH & UG	Tele & Fiber
AT&T UG	Tele & Fiber
Time Warner OH & UG	Cable
Crown Castle	Fiber
Sunesys	Fiber
MCI OH & UG	Fiber
Edison Distribution OH & UG	Electric
Edison Transmission OH	Electric
Edison Communication OH	Cable
So. Cal. Gas Transmission	30"
So. Cal. Gas Distribution	Pipeline
City of Pico Rivera Water	Pipeline
Metropolitan Water District	Pipeline
Pico Water District	Pipeline
Crimson Pipeline Oil	Pipeline

Utility Owner	Facility
Exxon Mobil Pipeline Oil	Pipeline
Chevron Oil	Pipeline

Upon receiving a NTP, our team will begin to coordinate with the utility owners and their designers, as needed, to discuss project design, potential conflicts, relocation alternatives, and resolution to conflicts. We will initially perform research and prepare a draft utility base file. Utility Verification letters will be prepared for all identified utilities within the project limits. Affected utilities will be surveyed for positive location in the project design files. Utility impacts will be reviewed in concert with the proposed improvement design concepts.

Once conflicts have been identified with the approved design concept, URS will issue Relocation Claim letters to the owners of all utilities that are in conflict with proposed improvements. URS will then determine liability for each utility company that is impacted by the project and communicate information to City staff.

URS will coordinate with affected owners in the development of a scope of work from the utility companies for relocation, estimated start and completion dates, and proposed cost to perform and complete the job. A Notice to Owner (NTO) letter will be issued to relocate affected utilities. Finally, we will work with the City and utility owner to ensure the utility owner's Relocation Plan is compatible with permit requirements and utility agreements are accurately and properly prepared. URS will provide project information to the City in support of the City's obtaining permits, licenses, replacement easements, and/or the preparation of utility agreements for utility relocations.

Deliverables:

- Project Introduction Letters to Owners
- Copies of Utility As-Built Plans provided by owners
- Utility Verification Letters
- Utility Owner Matrix
- Utility Pothole Location Map and Data Report
- Relocation Claim Letters
- Utility Relocation plans (prepared by the utility owner)
- Notice to Owner to relocate utilities

4.0 PRELIMINARY ENGINEERING

Task Description

This task includes the preparation of a concept plans for City staff to design alternatives and select a preferred design for PS&E development.

Upon receiving a Notice to Proceed, the URS team will initially meet with City staff to review the Study Arterial Concept Plans and traffic model information to confirm the basic traffic data that will be utilized in determining the scope of the proposed intersection improvements. City will review and approve the locations for the traffic counts. After acquiring necessary encroachment permits, the URS team will perform traffic counts and field survey to record the existing conditions. Limits of the field survey will coincide with the limits of Exhibit 1. A design model will be created of the existing Beverly Blvd. / Rosemead Blvd. street

intersection to serve as a basis for designing improvement concepts. URS will review all provided reference documents and add relevant reference information to the design base files as needed for determination of the project impacts. All base maps prepared using the collected data will be provided to City staff for reference at the end of the project.

URS understands the City wishes to include a concrete pavement section at all four legs of the Beverly Blvd. / Rosemead Blvd. intersection. URS will perform shallow boring soil sampling at the Beverly Blvd. / Rosemead Blvd. intersection for purposes of designing a concrete pavement section at this location. URS will take field samples, perform laboratory testing, and summarise the design recommendations in a Design Memo.

Two design concepts will then be prepared for review and consideration by City staff. One of the two concepts to be developed for City review is shown in Exhibit 1. As indicated in Exhibit 1, moving the north curb on Beverly Boulevard will require relocation of the overhead transmission and communications lines. This scope of work includes one round of City comments on each design concept. Once concepts are reviewed and the preferred concept has been selected by City staff, the URS team will coordinate reviews by affected utility owners. Adjustments will also be made to the existing drainage inlets including the installation of City approved BMPs. The existing Metro bus stop located on Beverly Boulevard will require relocation to the west side of Rosemead Boulevard to provide room for the required street widening. This scope of work assumes the incorporation of a standard bus stop design located on the west and south legs of the intersection. The southbound bus stop located on Rosemead Blvd. and south of Beverly Blvd. will also require relocation under the referenced design concept.

The Exhibit 1 indicates a proposed new connection to Beverly Boulevard located at Layman Avenue. By moving the Beverly Boulevard entrance connection east to Layman Avenue, the existing neighbourhood connection is re-established one block to the east. Moving the neighbourhood connection further east on Beverly Boulevard also eliminates conflicting movements at the Rosemead Boulevard intersection.

Preliminary project costs and timelines will be developed and provided to City staff with the development of the draft 65% design plans.

Deliverables:

- Reference files including as-Built plans
- Survey data, Field Notes, CAD base files
- Traffic Count data (Section 2.7.4)
- Draft and Final Traffic Report (Section 2.7.4)
- Field Condition Assessment Memo
- Design Review Field Notes
- Design Concept Exhibits (2)
- Draft and Final Geotechnical Design Memo

4.1 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM COMPLIANCE

During the Preliminary Engineering stage, URS will prepare a NPDES Compliance Memorandum to document the applicability of relevant stormwater regulations and the approach to compliance for the each intersection project.

During design, URS will determine if each intersection project requires coverage under the NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities Order No. 2009-0009-DWQ (CGP). Coverage under the CGP is not required if the disturbed acreage is less than one (1) acre. Also, if the disturbed area is less than five (5) acres, a small construction rainfall erosivity waiver may apply. URS will assist the City of Pico Rivera in filing a Notice of Intent (NOI) along with all required Permit Registration Documents (PRDs).

URS assumes that the construction contractor will be responsible for preparing a SWPPP as a part of the construction project. The City of Pico Rivera will be responsible for implementation, inspections, updates, reporting, and filing of the Notice of Termination (NOT).

For the post-project condition at each intersection, URS will determine which aspects of the Waste Discharge Requirements for Municipal Separate Storm Sewer System (MS4) Discharges Order No. R4-2012-0175 (MS4 Permit) apply based on the Lower San Gabriel River Watershed Management Group's Watershed Management Plan. This includes a review of the City's Green Streets Policy and the City's Low Impact Development (LID) Ordinance.

A NPDES Memorandum will be submitted to the City of Pico Rivera as a draft for review and comment, and a final version will be prepared incorporating one round of comments. The NPDES Memorandum will also be beneficial to the City in the event of an audit by the Los Angeles Regional Water Quality Control Board (LA RWQCB).

Deliverables:

- Draft and Final NPDES Compliance Memorandum
- Support City in filing NOI and PRDs uploaded to SMARTS

5.0 FINAL ENGINEERING (PS&E)

Based on the approved design alternative for each intersection, URS will prepare the necessary PS&E documents associated with the selected intersection concept. The intersection improvements identified in the Exhibit 1I Concept Plans include the following:

Table 6: Identified Improvements / Modifications per Exhibit 1 Concept Plan

	Beverly Boulevard Concept
SB Left Turn Lane	Triple Left
SB Thru Lanes	Add 1 Combined Thru / Right
NB Thru Lanes	Add 1 Lane
NB Left Turn Lanes	Add 1 Left Turn Lane
WB Left Turn Lane	No Change

	Beverly Boulevard Concept
WB Thru lane	Add 1 Combined Thru / Right
WB Right Turn Lane	Add 1 Lane
Median Work	Revise Medians
Sidewalk Removal	Modify Sidewalks
R/W Acquisition	NW Corner + NE Quadrant (future)
Utility Relocations	OH Elec. & Communications, Water Vents, Drainage Inlets
Signing and Striping	√
Landscaping	Median
Signal Modification	√
Restricted Parking	Rosemead SB

Early in the design development, the URS team will meet with City staff to review traffic signal equipment requirements, pavement requirements, and any median landscape treatment. Design concepts for items like landscaping and BMPs (e.g., bioretention planter inlets) will be reviewed and incorporated into the design concept as applicable. As part of our plan development we will utilize the latest edition of the Standard Plans for Public Work Construction and Caltrans standard plans where applicable. URS anticipates creating the following sheets for the Beverly Blvd. Rosemead Blvd. design package.

Table 7: Anticipated Plan Sheets per Intersection Location

	Beverly Blvd.
Title Sheet (No Scale)	1
Street Plan and Profile (1"=20' H; 1"=4' V)	5
Typical Sections and Construction Details	2
Drainage and BMP Details	2
Construction Phasing (1"=40')	4
Signing and Striping (1"=40')	2
Traffic Signal Modification (1"=20')	1
Landscape and Irrigation (1"=40')	1

Deliverables:

- Project design files including base files (AutoCAD format) for each submittal
- Six sets of full size plans at 65% and 95% completion milestones

- One full size Mylar plan set at 100%
- Electronic files of final design plans

6.0 COST ESTIMATES

Project cost estimates will include construction bid items for inclusion into the construction bid documents. Upon concept approval by the City, project cost estimates will be prepared for the 65%, 95%, and 100% design level submittals.

Deliverables:

- Cost estimate at concept, 65%, 95%, and 100% completion milestones
- Electronic files of cost estimates

7.0 SPECIFICATIONS

Technical provisions will be prepared according to City requirements for inclusion into the bid documents. URS understands that the City will utilize the 2012 Standard Specifications for Public Works Construction or 'Greenbook' for development of the Project technical special provisions.

Deliverables:

- Special Provisions at 65%, 95% completion milestones
- Electronic files of 100% Special Provisions

8.0 PROJECT ADVERTISEMENT SERVICES

The URS team will coordinate with City staff in addressing RFI request from contractors during the bid period. URS will assist the City by providing bid support during the advertisement and also assist the City in the evaluation of construction bids.

Deliverables:

- Tabulated Responses to RFIs
- Bid addendums, as necessary

9.0 CONSTRUCTION SUPPORT SERVICES

URS understands that the City does not require regular construction inspection as a part of these scopes of services. URS will attend a pre-construction meeting to discuss the project with the contractor and work with the City's construction manager to review RFIs and provide written responses to RFIs as directed by the City staff. URS will also review and approve shop drawings as requested by the City.

Deliverables:

- Responses to RFIs
- Documentation of Approved Shop Drawings

10.0 PREPARE RECORD DRAWINGS

With 60 days and upon completion and acceptance of the construction improvements, URS will provide Record Drawings for review by the City. URS will then provide electronic files of the final Record drawings to the City.

Deliverables:

- Final Record Drawings
- Electronic files of Record Drawings

11.0 RIGHT OF WAY ACQUISITION SERVICES

URS understands that the City may choose to acquire two private parcels associated with the Beverly Blvd. intersection improvements. The URS team is prepared to provide the following services to the City:

- Title Searches
- Property Evaluation
- Property Appraisals
- Property Acquisition
- Relocation Assistance

Upon receiving NTP, the URS team will develop a Project Plan detailing all aspects of the right of way program to ensure that all acquisition tasks are properly identified and completed according to all applicable regulations. An ancillary task to the Project Plan will be the creation of the project's acquisition schedule that will incorporate all relevant project development milestones including advertisement of the project's construction contractor. Concurrent with these activities, the URS team will secure and review preliminary title reports for each impacted parcels and coordinate the preparation of legal descriptions and plat maps as necessary for right of way acquisition.

This proposal scope assumes that acquisition/relocation activities will only be required at the northeast corner of the Rosemead Blvd. and Beverly Blvd. intersection, where 1 commercial property and 1 residential property will be acquired in full (APN 8121003011 (mini-mall) & APN 8121003010 (residence)). This will result in the displacement of 1 residential occupant and up to 9 commercial occupants. This assumes that 3 currently vacant commercial units will remain vacant. If alternative intersection designs are selected by the City and affect different parcels, additional right of way services may be required.

Once legal descriptions and plat maps are finalized and delivered to acquisition staff, appraisal activities will be initiated to value each full acquisition required for the construction of project improvements. As these reports are finalized, the City will review the findings and establish the Determination of Just Compensation for each property owner offer package. The URS team will subsequently draft the offer packages and all applicable acquisition agreements, submit them to the City for final approval, and negotiate owner settlements. Once an amenable agreement is reached, a Purchase and Sale Agreement will be executed for each respective ownership and an escrow account will be established to facilitate payment and any required title clearance activities. Where voluntary agreements are not possible, The URS team will coordinate with the City's legal counsel in eminent domain proceedings and provide all relevant property and negotiations details to support the condemnation task. Concurrent with these activities, the URS team's relocation staff will work to prepare a relocation plan for City review and approval and coordinate with the City and each occupant to provide proper relocation assistance.

URS is assuming 40 hours of project management time for this scope task.

Deliverables:

- Monthly ROW Status Reports
- Copies of all ROW Correspondence
- Two (2) Title Reports
- Two (2) Narrative Appraisal Reports
- Minutes of Property Owner Negotiation Meetings
- Relocation Plan
- Documentation regarding Tenant Rights for Nine (9) Tenants Interests (Beverly Blvd. corner property)
- Copies of Escrow Instructions and Correspondence
- Relevant correspondence from relocation assistance services (450 hours included in scope)
- Legal descriptions and plat maps for two (2) parcels identified at NE quadrant of Beverly Blvd./ Rosemead Blvd. intersection

Optional Tasks: Right of Way Services (Not included in fee)

- Specialty Appraisal Reports-furniture, fixtures, and equipment
- Goodwill Appraisal Services of up to (9) Goodwill Appraisal Reports
- In appraising the loss of goodwill, if any, appraisal procedures will include:
 - In depth management interviews;
 - Site and area inspections;
 - Coordination with real estate and fixtures and equipment appraisers;
 - Extensive review and analysis of historical and prospective financial data;
 - Review of relevant documents such as contracts and leases.
 - Perform industry, economic, and market research to select and employ relevant valuation methodology.
 - Study the impact of relocation on the business' patronage and/or costs, if any.

End of Scope of Work

CITY OF PICO RIVERA
URS Fee Proposal for Engineering Services for the SR-191/I-604/I-405 Congestion
Hot Spots Arterial Intersection Improvements at Rosemead Boulevard and Beverly Boulevard, CIP No. 21276

Task No.	Description	Fee
1-4	Project Approval and Environmental Documentation (PA&ED)	\$ 220,502.28
5-8	Plans, Specifications and Estimates (PS&E) and Project Administration	\$ 112,369.02
9-10	Construction Support	\$ 38,313.90
11	Right-of-Way Services	\$ 143,331.00
12	Survey	\$ 55,000.00
	TOTAL	\$ 569,516.20

AGREEMENT NO. _____
**PROFESSIONAL SERVICES AGREEMENT
 BETWEEN THE CITY OF PICO RIVERA AND
 WILLDAN ENGINEERING**

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Pico Rivera, a California municipal corporation ("City") and Willdan Engineering, a California Corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

2. RECITALS

2.1 City has determined that it requires professional services necessary for the delivery of a Capital Improvement Program projects. The Consultant will provide services to provide design services for the SR-91/I-605/I-405 Congestion Hot Spots Arterial Intersection Improvements Project at Rosemead Boulevard and Slauson Avenue, CIP No. 21277, Rosemead Boulevard at Whittier Boulevard, CIP 21278, and Rosemead Boulevard at Washington Boulevard, CIP 21278, or as set forth in the Consultant's June 26, 2014 proposal to City attached hereto as Exhibit "A".

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the performance by the Parties of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

3. DEFINITIONS

3.1 "Scope of Services": Such professional services as are set forth in the Consultant's June 26, 2014 proposal to City attached hereto as Exhibit "A" and incorporated herein by this reference.

3.2 "Approved Fee Schedule": Such compensation rates as are set forth in the Consultant's June 26, 2014 proposal to City attached hereto as Exhibit "B".

3.3 "Commencement Date": September 10, 2014

3.4 "Expiration Date": December 31, 2015

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the Parties or terminated in accordance with Section 21 below.

5. CONSULTANT'S SERVICES

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of One Hundred Eighty Four Thousand Five Hundred Twenty Two Dollars (\$184,522) for the Rosemead Boulevard and Slauson Avenue, CIP No. 21277 project, and the sum of Seventy Eight Thousand Seven Hundred Seventy Six Dollars (\$78,776) for the Rosemead Boulevard at Whittier Boulevard, CIP 21278, and Rosemead Boulevard at Washington Boulevard, CIP 21278 project, unless specifically approved in advance, in writing, by City.

5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City.

6. COMPENSATION

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City 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 (30th) day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty (60) days of the date Consultant issues an invoice to City for such services.

7. BUSINESS LICENSE

Consultant shall obtain a City business license prior to commencing performance under this Agreement.

8. COMPLIANCE WITH LAWS

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to sections 2105 and 17451 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

9. CONFLICT OF INTEREST

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing prior to Consultant's performance of such work.

10. PERSONNEL

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises. Peter Miessner shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

11. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products") developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

12. INDEPENDENT CONTRACTOR

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.

13. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

14. INDEMNIFICATION

14.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.

14.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

14.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 14 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.

14.4 The obligations of Consultant under this Section 14 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

14.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 14 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

14.6 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.

14.7 **PERS ELIGIBILITY INDEMNITY.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

15. INSURANCE

15.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

15.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) in the annual aggregate, including products and Completed operations hazard, contractual insurance, broad form property damage, independent Consultants, personal injury.

15.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of Two Million Dollars (\$2,000,000) per claimant and Two Million dollars (\$2,000,000) per incident.

15.1.3 Worker's Compensation insurance as required by the laws of the State of California.

15.1.4 Professional Liability insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than Two Million Dollars (\$2,000,000).

15.2 Consultant shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

15.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

15.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

15.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

15.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.

15.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

15.8 The general liability and automobile policies of insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

15.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

15.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

15.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 14 of this Agreement.

16. MUTUAL COOPERATION

16.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

16.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

17. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

18. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

19. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

If to City:

René Bobadilla, City Manager
City of Pico Rivera
PO Box 1016
6615 Passons Blvd.
Pico Rivera, CA 90660-1016
Facsimile: (562) 801-4765

If to Consultant:

William C. Pagett, Sr. Vice President
Willdan Engineering
13191 Crossroads Parkway North, Suite 405
Industry, CA 91746-3443
Facsimile: (562) 695-2120
Office: (562) 908-6200

With a courtesy copy to:

Arnold M. Alvarez-Glasman, City Attorney
13181 Crossroads Parkway North
Suite 400 - West Tower
City of Industry, CA 91746
Facsimile: (562) 692-2244

20. SURVIVING COVENANTS

The Parties agree that the covenants contained in Sections 13, 14 and Paragraph 16.2 of Section 16, of this Agreement shall survive the expiration or termination of this Agreement.

21. TERMINATION

21.1. City shall have the right to terminate this Agreement for any reason on five (5) calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any

reason on sixty (60) calendar days' written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

21.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

22. ASSIGNMENT

Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any Party other than Consultant.

23. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

23.1 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

23.2 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

23.3 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

24. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

25. NON-WAIVER

25.1 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

25.2 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

26. COURT COSTS

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

27. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

28. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

29. ENTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

ATTEST:

City of Pico Rivera

Anna M. Jerome, City Clerk

Brent A. Tercero, Mayor

Date: _____

Date: _____

APPROVED AS TO FORM:

Consultant - Willdan Engineering

Arnold M. Alvarez-Glasman, City Attorney

By: _____
William C. Pagett, Sr. Vice President

Its: _____

Date: _____

Date: _____

Pico Rivera I605 Hotspots Projects

Project Understanding

The City of Pico Rivera has chosen Willdan Engineering to provide design services for the SR-91/1-605/I-405 Congestion Hot Spots Arterial Intersection Improvements Projects at three locations listed below:

- Rosemead Boulevard/Slauson Avenue (CIP No. 21277),
- Rosemead Boulevard/Whittier Boulevard (CIP No. 21278) and
- Rosemead Boulevard/Washington Boulevard (CIP No. 21278).

The purpose of the SR-91 /I-605/I-405 Congestion Hot Spots Arterial Intersection Improvements Project is to alleviate the current and potential traffic impacts posed by the construction of the future improvements to the I-605 freeway operations (mainline, interchanges and ramps). The intersection improvements are proposed to accommodate traffic volumes projected for the year 2035 and improve the Level-of-Service (LOS) by at least one LOS in most cases.

Due to the Durfee Avenue closure for the ACE/UPRR grade separation, additional traffic is anticipated to be routed to Rosemead Boulevard during construction of the grade separation. It would be highly beneficial for the City to construct both the Beverly intersection as well as the Whittier intersection prior to the start of Durfee Grade Separation construction. Per our discussion with Rachel Kurkos of Alameda Corridor East (ACE), the Durfee grade separation construction is anticipated to start no later than July 2016. Durfee Avenue is also a key route for access to schools. ACE may be providing shuttle buses for students around the Durfee construction.

Both the Rosemead/Beverly intersections and the Rosemead/Whittier intersections will be heavily impacted during the Durfee Avenue Closure. The Rosemead/Slauson intersection is approximately 2 miles south of the Durfee Avenue Grade Separation and may be less impacted by its construction. Rosemead/Washington intersection is striping only and can be easily constructed prior to July 2016.

Per the City's Memorandum of Understanding (MOU) with Metro for these four intersections, the following construction schedules are proposed:

- Rosemead/Beverly: July 2015 to December 2015
- Rosemead/Slauson: December 2014 to March 2015
- Rosemead/Whittier: January 2015 to April 2015
- Rosemead/Washington: January 2015 to April 2015

Based on these schedules, we have the following comments and suggested options.

Rosemead/Slauson: In order to construct the improvements, several driveways will likely need to be modified to meet ADA requirements. Due to widening of the street, there will be less width in the driveway to take up grade to meet the ADA slope requirements. Temporary construction easements (TCE's) for construction on private property will likely be the best alternative. These TCE's, if contested could delay the schedule or cause an alternative design. There appear to be up to 12 properties effected by these driveways. We suggest the City review the MOU schedule and consider if this intersection is critical to the Durfee Avenue Grade Separation Construction. It might make sense to build this intersection after Rosemead/Beverly and Rosemead/Whittier and even during the Grade Separation if traffic impacts aren't a significant issue in this location.

Rosemead/Whittier: This intersection as described above will likely be heavily impacted by Durfee Avenue closure during the construction of the Grade Separation. Construction is mostly median, signal and striping related. Ordering new signal poles and mast arms have long lead times. To speed up construction, the City may wish to consider ordering long lead traffic signal equipment for the contractor if the City wants to complete construction in mid 2015. If this intersection does not need to be completed until mid 2016, there should be enough time to allow the contractor to order signal equipment.

Rosemead/Washington: Striping only. No schedule impacts anticipated.

Preliminary engineering alternatives were evaluated and geometric concepts have been developed by the Gateway Cities Council of Governments, with input from each Gateway City. The scope of work for each intersection includes, but is not limited to, the following:

Rosemead Boulevard and Slauson Avenue:

- Provide additional southbound thru lane on Rosemead Boulevard.
- Increase southbound left-turn storage on Rosemead Boulevard.
- Modify existing median islands on Rosemead Boulevard.
- Provide irrigation and landscape enhancements.

- Provide additional westbound left-turn lane on Slauson Avenue.
- Provide additional northbound thru lane on Rosemead Boulevard.
- Optional Temporary Construction Easement (TCE) preparation and support for up to 12 properties is not included in submitted fee. These TCE's may be needed due to ADA requirements at existing driveways that may need to be reconstructed. The actual number of properties should be determined after topo survey and preliminary design have been prepared and reviewed with the City.

Rosemead Boulevard and Whittier Boulevard:

- Provide additional southbound left-turn lane on Rosemead Boulevard.
- Increase eastbound left-turn storage on Whittier Boulevard.
- Increase westbound left-turn storage on Whittier Boulevard.
- Modify existing median islands on Rosemead Boulevard and Whittier Boulevard.
- Provide irrigation and landscape enhancements on Rosemead Boulevard and Whittier Boulevard.
- Provide exclusive northbound right-turn pocket on Rosemead Boulevard.

Rosemead Boulevard and Washington Boulevard:

- Modify northbound right-turn pocket into northbound shared thru/right-turn lane on Rosemead Boulevard.
- Modify southbound right-turn pocket into southbound shared thru/right-turn lane on Rosemead Boulevard.

The projects will be funded with Measure R funds through the Metropolitan Transportation Authority (Metro) and must meet program funding requirements.

The budget appropriation per project, for design and construction, is as follows:

- Rosemead Boulevard and Slauson Avenue- \$1,770,000
- Rosemead Boulevard and Whittier Boulevard - \$600,000
- Rosemead Boulevard and Washington Boulevard- \$40,000

In general the professional design services include:

- Preliminary engineering
- Surveying
- Construction Support
- Final design, including the preparation of plans, specifications and estimates (PS&E), in accordance with Metro requirements.

The following will outline our project approach and address the scope of work as outlined in the RFP.

Approach to the Work

Willdan's approach this project delivery process with a leadership style of "deliberate and focused communication" with regard to schedule maintenance and "active listening" with regards to addressing client concerns. Deliberate and focused communication coupled with active listening will improve personal relationships, reduces misunderstanding and conflicts, strengthens cooperation, and fosters understanding. It is proactive, accountable, and professional. We prefer a "Project First" decision making style, where every decision weighs what's in the best interests of the project goals, the expectations of the clients and the project stakeholders

Willdan's project management approach will be to monitor and contain costs for this project, meet schedule milestones, and provide for a quality, project bid package. To initiate our Project Management Approach, the following will be implemented:

- **Prepare a Work Plan** that addresses staffing and assignments, scope of work, deliverables, budget, and schedule. The Work Plan provides definitive directions to the project team as agreed to by the City of Pico Rivera.
- **Develop a Schedule** that defines each task needed to meet key milestone dates. Using open dialogue with our team, the City's project staff, and stakeholders, Willdan will make adjustments, as needed, to meet the project delivery goals.
- **Conduct project team meetings** to facilitate informed discussions and decisions and team consensus on solutions and action items. All team members are kept informed via complete and accurate meeting minutes that highlight decisions, action items, and prompt follow-through.
- **Consistently use project tracking tools**, such as Issues Logs, Decision Logs, monthly progress reports and schedule updates.

Quality Assurance/Quality Control

Each of our Willdan team members understands that a quality product is needed to achieve a successful delivery and client satisfaction. To gain the City's satisfaction with the project, our engineers will thoroughly review all technical designs, studies, and documents, so that our final product exceeds the City's expectations.

Our standing Quality Control Plan establishes policies, procedures and protocols that will be implemented to ensure that the work is completed accurately. Our team will respond to project requirements by providing a tracking log as a means to verify and validate environmental and historical compliance throughout design and construction activities from preliminary engineering through final

acceptance after construction. The project specific QC plan emphasizes thorough and traceable documentation and will include, but is not limited to:

- Highlight and include the QC process milestones in project schedules for all deliverables.
- Provide appropriate levels of independent checks.
- Use checklists and/or comment forms to perform discipline, cross-discipline compliance reviews.
- Schedule constructability reviews to insure compatibility and constructability of the plans.

Our proposed scope of services is outlined below in accordance with the City's RFP.

Scope of Services

We propose to provide the following basic services for the project:

Task 1 Project Management

1. Attend a pre-design (kick-off) meeting with City representatives to review the project in detail, to determine the City's specific requirements and procedures for design, ongoing review, coordination, and meetings. We have accounted for six (6) meetings with City Staff.
2. Maintain continuous communication with the City of Pico Rivera's Project Manager, including meetings to review project status at 65%, 95% and 100% completion.
3. Provide agendas of special items for discussion, and minutes listing agreed actions.
4. Provide monthly project schedule with updates. Monitor progress of design team for project delivery on schedule and within budget.
5. Maintain continuous awareness of the status of each task as it proceeds and make provisions to expedite and resolve any difficulties that may impede progress.
6. Proactively initiate communications any time a question or inconsistency arises in the flow of work production.
7. Provide support for City of Pico Rivera and/or City Council presentations, including Power Point presentations, concept plans and drawings and answer questions from committee or council members.

Deliverables:

- Meeting Schedules.
- Meeting Agendas and Minutes.

Task 2 Environmental Documentation

To be provided by City.

Task 3 Agency and Utility Coordination

1. Coordinate with the affected utility companies within the project limits as well as adjacent Agencies, as necessary.
2. Prepare an initial request for utility information such as atlas sheets, mapping, or as-built plans, and notify of the need to install planned facilities in the area of the project.
3. Coordinate with utility companies to implement upgrade of their facilities, as needed.
4. Review utility information to determine the impact of the project on the various utilities, including making contact with each affected utility company to determine profiles of high hazard/high pressure facilities that may interfere with proposed construction.
5. Review utilities that may be affected by or affect the direction of the project.
6. Lead efforts to identify ownership of unknown utility lines.
7. Submit 65%, 95% and 100% plans to the utility companies for review and comment, including notification of date of planned construction start.
8. Maintain a utility contact matrix documenting contacts, issues, etc, with utility companies.

Deliverables:

- Meeting Agendas and Minutes.
- Utility Notification Letters.
- Utility Matrix

Task 4 Preliminary Engineering

4.01 - Design Survey

1. Perform research at Los Angeles County and the City of Pico Rivera for survey information.
2. Set target survey control points. Establish horizontal and vertical coordinates on all control points.
3. Obtain topographic feature locations for a complete and accurate representation of existing conditions within the public right-of-way.

4. Obtain complete record drawings and other documents to show location of all utilities, location and dimensions of all sidewalks and driveways, location of all trees and landscaping which may be affected by the improvements.

Deliverables:

- Electronic copy of aerial/field survey.
- ASCII File of Field Survey
- *Note: Survey monuments, if found at affected intersections, will include preconstruction ties. It is assumed one monument is included per reconstructed curb return as shown on the Metro intersection layouts.*

4.02 - Records Research and Field Reviews

Services required include, but are not limited to, the following:

1. Research and review base data documents including as-built improvement plans, utility information, existing pavement section information, and other available record data.
2. Prepare a Field Condition Assessment Memo. Include the following:
 - a. Perform preliminary field reconnaissance, catalog photographs of typical and special existing conditions.
 - b. Obtain locations of existing curb, gutter, and sidewalk in need of repair.
 - c. Obtain locations of existing pavement to be reconstructed or repaired.
 - d. Verify locations of topographic features in the street area between curbs, including manholes, water valves, traffic striping features, etc.
 - e. Review field conditions for ADA access curb ramps to establish type of ramp required and perimeter construction needed to establish the ramp complete in place.
 - f. Identify special conditions that might create conflicts or change orders during construction. Identify how issues will be resolved.
 - g. Conduct a Design Review field meeting with City staff at 65% and 95% design completion to evaluate design recommendations against existing conditions.

Deliverables:

- Six Copies of a Field Condition Assessment Memo
- Two Design Review Field Meetings

4.03 - Traffic Analysis

To be provided by City. Analysis includes providing necessary turn lane lengths.

4.04 - National Pollution Discharge Elimination System (NPDES) Program Compliance

The project shall comply with NPDES program requirements. Consultant shall prepare an NPDES compliance memo. It shall identify what elements of the program apply to the project, what NPDES Technical Documents are required to be prepared, and make recommendations for cost-effective construction and post construction BMPs, as applicable. The consultant shall be responsible for the preparation of any required technical documents such as the NOI, SWPPP, BMP design, etc if applicable.

Deliverables:

- Six complete sets of draft and final documents referenced in this section.
- NPDES compliance memo.
- NPDES Technical Documents and Design (if applicable)
- *Note: Green Streets/SUSMP compliance, if required, is assumed to consist of modifying catch basins to include insert filters.*

Note: Whittier and Washington Intersections are assumed to not need Post Construction Measures. The Slauson Intersection may need Post Construction Measures but is assumed to consist of catch basin inserts or similar product. Infiltration is assumed to not be necessary.

4.05 - Preliminary Plan Preparation

Plans will conform to the City's standard plans and will be prepared utilizing AutoCAD software. Willdan will provide the following services for preparation of the preliminary plan and construction cost estimates:

1. Review compiled data.
2. Develop base drawings:
 - a. Plot existing data.
 - b. Identify and plot apparent substructures.
 - c. Conduct field verification of survey data.
3. Develop preliminary title (1 sheet) and detail (1 sheet) sheets for the project.
4. Develop preliminary civil plans for proposed street improvements. The plans will be at a horizontal scale of 1"=20'.
5. Prepare preliminary storm drain plan for relocation of existing catch basins due to street widening and/or median island modification.
6. Prepare preliminary traffic signal modification plan at a scale of 1"=20' for the intersections.
7. Prepare preliminary signing and striping plans at a horizontal scale of 1"=40' for the intersections.
8. Prepare preliminary street lighting plans at a horizontal scale of 1"=40'.
9. Prepare a preliminary landscape conceptual plan depicting the proposed and modified landscape areas for medians and parkways within the project limits.
10. Prepare preliminary planting plan modifications.
11. Prepare preliminary irrigation plan modifications.

Task 5 Final Engineering

Plans, specifications, and estimates shall be provided at levels of completion of approximately 65%, 95%, and 100% (Mylar). The City of Pico Rivera will provide review comments at the concept, 65% and 95% design stage. It is expected that 100% plans will be complete and include comments and input from all stakeholders.

Plans shall conform to the City of Pico Rivera standard plans and shall be prepared utilizing the City's AutoCAD format. Copies of AutoCAD files shall accompany each level of plan submittal. All AutoCAD files shall be bind during each submittal. All electronic files shall be the property of the City.

All work identified herein shall be approved by Professional Engineers and Certified Landscape Architects.

Project plans shall include, but are not limited, to the following:

1. Title, typical section, and construction detail sheets.
2. Civil design plans. Plans are to include removals, existing and proposed improvements, utility base mapping, median improvements, etc. Where necessary, the plans shall define limits of repairs to pavement, curb, gutter, sidewalk, ADA upgrades, etc. Civil plans shall include both plan and profile with a horizontal scale of 1"=20' and a vertical scale of 1"=4'.
3. Traffic Signal Plans-Traffic signal plans are to include removals, existing equipment and proposed equipment upgrades.
4. Signing and striping plans at a horizontal scale of 1"=40'. Signing and striping plans will be prepared and meet criteria established in the 2012 MUTCD, latest edition.
5. Landscape and Irrigation plans. Plans shall include decorative hard-scape improvements, landscaping, architectural features, layout and features. The plans shall be at a horizontal scale of 1"=20'. Prepare

CITY OF PICO RIVERA

documentation necessary to comply with the City's Water Efficient Landscape Ordinance.

6. Design elements required to comply with the NPDES program.
7. Submit 65% and 95% completion plans for Cities' review and comments. Revised plans based on City comments.
8. Submit 100% plans (mylars), project specifications, and estimates, including electronic files, in City approved format. AutoCad files shall be the property of the City and they shall be bind.

The Consulting Engineer agrees to consult with the City at such reasonable times and places as may be necessary to accomplish the foregoing. In performing said services the Consulting Engineer shall use whenever possible the standard specifications and forms including Bid Forms, Notice to Bidders, Contract forms and other Public Works Forms prepared and approved by the City of Pico Rivera for Public Works Contracts. All drawings and specifications shall be adequate and sufficient for the City of Pico Rivera to solicit bids for the award of the contract for said work.

Deliverables:

- Six sets of plan submittals at 65% and 95% completion milestones.
- One full-size mylar of 100% drawings.
- Electronic files of final plans.
- Notes:
 - Storm Drain Inlet relocations include connector pipe adjustments. Impacts to the main line are not anticipated.
 - Pavement engineering/sections will be taken from adjacent pavement as-builts. If this City has a new traffic index, pavement calculations will be provided based on an assumed "R" value. Paving core samples of existing pavement is assumed outside the Scope of Work.
 - Utility Companies will design and relocate their own facilities. Willdan will coordinate the design of the relocation.
 - Pico Water District has indicated to us they would like to design and construct their own relocations. Willdan will coordinate the design of the relocation.
 - Where feasible from a location and cost basis, median landscaping will be converted from the existing plants to drought low maintenance tolerant plants.
 - Several bus shelters will need to be reconstructed. It is assumed the same style based on standard plans

for the City will be utilized. The light within the shelter is precalculated for standard illumination.

- Whittier and Washington Intersections are considered one project for design and bid purposes. Separate Costs Estimates will be prepared for Metro accounting purposes.

Task 6 Cost Estimates

Prepare quantity calculations and final construction cost estimates in accordance with City requirements to established project budget.

Deliverables:

- Cost estimate at Concept, 65%, 95% and 100% completion milestones.
- Electronic files of 100% cost estimates.

Task 7 Specifications

Prepare Technical Special Provisions per City of Pico Rivera requirements for bidding by the City. City will provide boilerplate specifications. Special provisions shall be prepared in Green-book format latest edition.

Deliverables:

- Special Provisions at the 65% and 95% completion milestones.
- Electronic files of 100% specifications.

Task 8 Project Advertisement Services

Consultant shall provide support during bidding. Work includes but is not limited to the following:

1. Respond to Requests for Information (RFIs) during the project advertisement period and log questions and responses (assume ten).
2. Prepare project addenda at the direction of the City (assume five).

Deliverables:

- Tabulated Response to RFIs
- Addendums, as necessary (assume 5).

Task 9 Construction Support Services

1. Attend the pre-construction meeting, job walk, and job-site meetings over the course of the construction schedule.
2. Provide response to contractor's requests for information (RFI) about the plans and specifications forwarded to the Consultant by the City. This task includes conferring with the City's Construction

CITY OF PICO RIVERA

Manager regarding the RFI as appropriate. Regularly scheduled construction observation is specifically excluded from this scope of work. It is assumed that ten RFI's will be responded to.

3. Review and approve shop drawings.

▪ Notes:

- Construction Management/Inspection is not included in our proposal. It can be provided via separate authorization if requested.
- Any redesign if required by contractor/City can be provided by separate authorization.

Task 10 Prepare Record Drawings (As-Builts)

Within 60 days following the completion and acceptance of the project, furnish City a complete set of revised original tracings showing as-built conditions. Revisions will be solely based on as-built information provided by the City's Construction Manager and the Contractor. Consultant assumes no responsibility for the accuracy of the information provided by the City's Construction Manager and the Contractor.

Deliverables:

- Furnish a complete set of revised original (mylar) record drawings.
- Provide electronic files.

Task 11 – Right-of-Way Acquisition Support (Rosemead/Beverly only) (NAP)

Items to be provided by the City:

- As-built record drawings for the intersections associated with these.
- List of utility companies/agencies serving the City within project limits.
- Current Boiler Plate Specification
- Recent Bid Results from City CIP Projects

Notes and Other Assumptions:

1. City will provide any Geotechnical Services
2. Any items not specifically included are excluded
3. Assumes Gateway/Metro concepts can work per the plans and costs estimates prepared by Metro. Significant changes to those concepts or items left out of concepts will require a change order.
4. Temporary Construction Easements or Right of Way acquisition, if required are not included.

5. Design for relocation of utilities, if required is not included. Assumes relocations by franchise utility companies are design by respective companies.

6. Landscape and irrigation design is limited to replacing existing planting and relocating existing irrigation. New irrigation systems or new planting palettes/themes are not included in this scope.

CITY OF PICO RIVERA

Willdan Fee Proposal for Engineering Services for the SR-I91/I-604/I-405 Congestion
Hot Spots Arterial Intersection Improvements at Rosemead Boulevard and Slauson Avenue, CIP No. 21277;
Rosemead Boulevard at Whittier Boulevard and Rosemead Boulevard at Washington Boulevard, CIP 21278

Task No.	Description	Fee for Rosemead at Slauson	Fee for Rosemead at Whittier and Washington
1	Project Management	\$ 10,552	\$ 5,294
2	Environmental Documentation	\$ -	\$ -
3	Agency and Utility Coordination	\$ 9,680	\$ 5,207
4	Preliminary Engineering	\$ 46,953	\$ 23,168
5	Final Engineering	\$ 77,874	\$ 24,117
6	Cost Estimate	\$ 4,981	\$ 3,253
7	Specifications	\$ 4,208	\$ 2,877
8	Project Advertisement Services	\$ 7,617	\$ 4,378
9	Construction Support	\$ 15,071	\$ 6,556
10	Prepare Record Drawings	\$ 7,586	\$ 3,926
		\$ 184,522	\$ 78,776



To: Mayor and City Council
From: City Manager
Meeting Date: September 9, 2014
Subject: AWARD PROFESSIONAL SERVICE AGREEMENT FOR ACCOUNTING OPERATIONS AND PROCESS REVIEW RECOMMENDATION SERVICES

Recommendations:

1. Award a Professional Services Agreement to Vasquez and Company LLP for 6 months for accounting operations and process review recommendations.
2. Authorize the City Manager to execute a contract with Vasquez and Company LLP in a form approved by the City Attorney.

Fiscal Impact:

Monthly services to be paid out of the General Fund.

Discussion:

The City of Pico Rivera (City) has requested Vasquez and Company LLP (Vasquez) to evaluate and oversee accounting practices for the day-to-day operations and assess the components of its fiscal management function, identify barriers to optimal effectiveness, design improvements, assist in the implementation of better practices, and monitor financial operations for adherence to approved policies and procedures.

The proposed contract term is for 6 months. The agreement may be terminated for convenience by either party at any time during the term of the agreement with a 30-day written notice.

René Bobadilla

EC:RB

Attachment A – Vasquez and Company LLP Proposal



801 South Grand Avenue, Suite 400 • Los Angeles, CA 90017-4646 • Ph. (213) 873-1700 • Fax (213) 873-1777 • www.vasquezcpa.com

September 5, 2014

Rene Bobadilla, P.E.
City Manager
6615 Passons Boulevard
Pico Rivera, CA 90660

Dear Mr. Bobadilla:

The City of Pico Rivera (City) has requested Vasquez and Company LLP (Vasquez) to evaluate and oversee accounting practices for the day-to-day operations and assess the components of its fiscal management function, identify barriers to optimal effectiveness, design improvements, assist in the implementation of better practices, and monitor financial operations for adherence to approved policies and procedures.

Scope

Accounting – Vasquez will provide an interim chief financial officer and accounting personnel to the City for day-to-day financial operations and functions including, but not limited to ensuring cash flow monitoring, monthly bank reconciliation, management and financial reporting and preparation for external audit and tax reporting.

Accounting System – Vasquez will review the adequacy of the accounting system and make recommendations for change (if necessary). Vasquez accountants will review reconciliation procedures and document simple, effective techniques for ensuring that the data is accurately recorded and accounted for.

Accounting Procedures/Training – Business practices and accounting procedures in critical areas such as budgeting, procurement, revenue billings and collections, general ledger accounting, financial reporting, fixed assets, and cash controls will be reviewed and documented by Vasquez personnel. They will identify internal control weaknesses and inefficiencies, and document them for reference in developing corrective measures. Improved procedures will be developed in concert with the evaluation of staff assignments, use of technology and maintenance of internal control concepts such as review, span of control and segregation of duties. For each area, Vasquez personnel will draft proposed relevant policies, guidelines, and desk procedures. These will be discussed with the City Manager. Revisions will be made as necessary and the resulting policies and procedures will be documented for use in paper form and as a web-based application. Documented procedures can be used to ensure the consistent effective performance of duties and for training future employees.

Information Technology – Vasquez will assess the effectiveness of the City's use of technology to accomplish its financial management, accounting and reporting objectives. We will advise the City of noted weaknesses in the IT control environment and automated controls. We will also communicate observed opportunities to achieve economies, efficiencies and improved management information through expanded or upgraded uses of technology.

Economies and Efficiencies/Review of Contracts and Financial Agreements – Where performance data is available, we will benchmark the City's operations against best practices. Our recommendations will be provided to the City Manager or their designee.



Engagement Team

The City requires professional accountants and advisors with a proven track record of serving local municipalities. The Vasquez team is composed of professionals with extensive experience in government accounting. The Vasquez team has gone into tough fiscal arenas and pursued the bottom line for the stakeholders.

As managing partner of Vasquez, I will have the responsibility and authority for the engagement and will act as the liaison between the City and Vasquez. I will monitor and evaluate the progress of our engagement to ensure that the City receives timely, responsive professional services.

Margaret J. (Peggy) McBride, Vasquez Consulting Practice Leader, will lead our delivery of services to the City. Peggy is a former KPMG partner-in-charge of government advisory services to the Western Region and former Assistant and Interim Director of Finance for the City of Columbia, Missouri with over thirty (30) years of public accounting experience. She has served on the State Board of Directors of the California Society of Certified Public Accountants and as the Chairperson of its Audit Committee, as well as President of its Orange/Long Beach Chapter and member of its State-wide Governmental Accounting and Auditing Committee. Peggy will develop our engagement strategy, provide on-site direction to our team, and interact closely with the City management. She will be available throughout the engagement to ensure proactive issue identification and service delivery.

For the City engagement we will utilize our team of professionals for the day-to-day accounting functions and one for the fiscal operations review, including information technology functions.

Emilio Campos, Manager with the Vasquez Management Consulting Group, will serve as interim Director of Finance for the day-to-day accounting functions of the City. Emilio is a Certified Public Accountant with twenty (20) years of progressive experience with all aspects of strategic planning and leadership related to data validation, financial planning and analysis and systems. He holds an MBA degree and his experience includes that of Chief Financial Officer with privately held companies and nonprofit organizations. He also has limited prior experience providing accounting assistance at the City of Pico Rivera.

Leticia Segura, Manager with the Vasquez Management Consulting Group and former manager with Deloitte with eighteen (18) years of public accounting, consulting and financial management experience, will work closely with the Lead Partner in planning, coordinating and reviewing the fieldwork for the City fiscal operations review. She will manage the day-to-day activities and task accomplishments, monitoring progress, and ensure schedule compliance. She will also work to ensure on-going timely communication among all levels of the engagement team and will spend significant time on-site, ensuring the smooth operation of our review process.

The remainder of our team will be drawn from our professional staff based on their knowledge and experience with government fund accounting, information technology systems, internal control concepts, and relevant business operations.

We will apprise you of our activities and recommendations on a weekly basis in order that you can readily monitor our progress and redirect our efforts as circumstances warrant.

Management Responsibilities

City management will be requested to provide a staff member to facilitate acquisition of materials for review and coordination of meetings and interviews as needed. Further, management should provide access to information relevant to the financial statements, financial statement disclosures, and operations, such as agreements, contracts, leases, labor agreements, employee benefit packages, and the like.



E-mail Communication

In connection with this engagement, we may communicate with you or others via e-mail transmission. As e-mails may be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that e-mails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication of e-mail transmissions, or for the unauthorized use or failed delivery of e-mails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

Dispute Resolution Procedure

If any dispute, controversy, or claim arises out of, relates to, or results from the performance or breach of this Agreement, excluding claims for non-monetary or equitable relief (collectively, the "Dispute"), either party may, upon written notice to the other party, request non-binding mediation. A recipient party of such notice may waive its option to resolve such Dispute by non-binding mediation by providing written notice to the party requesting mediation and then such parties hereto shall resolve such Dispute by binding arbitration as described below. Such mediation shall be assisted by a neutral mediator acceptable to both parties and shall require the commercially reasonable efforts of the parties to discuss with each other in good faith their respective positions and different interests to finally resolve such Dispute. If the parties are unable to agree on a mediator within twenty (20) days from delivery of the written notice, either party may invoke the mediation service of the American Arbitration Association (the "AAA").

Each party may disclose any facts to the other party or to the mediator that it, in good faith, considers reasonably necessary to resolve the Dispute. However, all such disclosures shall be deemed in furtherance of settlement efforts and shall not be admissible in any subsequent proceeding against the disclosing party. Except as agreed to in writing by both parties, the mediator shall keep confidential all information disclosed during mediation. The mediator shall not act as a witness for either party in any subsequent proceeding between the parties.

Unless waived, such mediation shall conclude after the parties have engaged in good faith settlement negotiations, but nonetheless are unable to resolve the Dispute through the mediation process. The attorneys' fees and costs incurred by each party in such mediation shall be borne solely by such party, except that the fees and expenses of the mediator, if any, shall be borne equally by the parties.

Any Dispute not resolved first by mediation between the parties (or if the mediation process is waived as provided herein) shall be decided by binding arbitration. The arbitration proceeding shall take place in the city in which the Vasquez & Company LLP office providing the relevant services exists, unless the parties agree in writing to a different locale. The arbitration shall be governed by the provisions of the laws of the state in which the arbitration is to take place (except if there is no applicable state law providing for such arbitration, then the Federal Arbitration Act shall apply) and the substantive law of such state shall be applied without reference to conflicts of law rules. In any arbitration instituted hereunder, the proceedings shall proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that the Arbitration Panel (as defined below) shall permit discovery that is consistent with the scope of discovery typically permitted by the Federal Rules of Civil Procedure and/or is otherwise customary in light of the complexity of the Dispute and the amount in controversy.

Any Dispute regarding discovery, or the relevance or scope thereof, shall be determined by the Arbitration Panel (as defined below).



The arbitration shall be conducted before a panel of three persons, one selected by each party, and the third selected by the two party-selected arbitrators, (the "Arbitration Panel"). The Arbitration Panel shall have no authority to award non-monetary or equitable relief, but nothing herein shall be construed as a prohibition against a party from pursuing non-monetary or equitable relief in a state or federal court. The parties also waive the right to punitive damages and the arbitrators shall have no authority to award such damages or any other damages that are not strictly compensatory in nature. In rendering their award, the Arbitration Panel shall issue in writing findings of fact and conclusions of law. The Arbitration Panel shall not have authority to grant an award that is not supported by substantial evidence or that is based on an error of law, and such absence of substantial evidence or such error of law may be reviewed on appeal to vacate an award based on the standard of review otherwise applicable in the Federal Appellate Court responsible for the jurisdiction in which the arbitration is venued, and without regard to any heightened standard of review otherwise applicable to an arbitration decision rendered by the AAA. The confidentiality provisions applicable to mediation shall also apply to arbitration. The award issued by the Arbitration Panel may be confirmed in a judgment by any federal or state court of competent jurisdiction. No payment of any award or posting of any bond of any kind whatsoever is required to be made or posted until such Dispute is finally determined.

In no event shall a demand for arbitration be made after the date on which the initiation of the legal or equitable proceeding on the same Dispute would be barred by the applicable statute of limitations or repose. For the purposes of applying the statute of limitations or repose, receipt of a written demand for arbitration by the AAA shall be deemed the initiation of the legal or equitable proceeding based on such Dispute.

Professional Fees

Our fees for the services outlined in this engagement letter are based upon time and materials at the hour rates listed below:

Hourly Rate by Staff Level	2014
Partner/Principal	\$ 275
Manager	160
Supervisor	145
Senior	125
Associates	110

Conclusion

We appreciate the opportunity to assist the City. Please contact me at (213) 873-1701 or via e-mail at grv@vasquezcpa.com should you require additional information or wish to discuss this letter or the project. We look forward to serving the City with accounting and consulting services.

VASQUEZ & COMPANY LLP

Gilbert R. Vasquez, CPA
Managing Partner



RESPONSE:

This letter correctly sets for the understanding of the City of Pico Rivera.

Officer Signature: _____

Title: _____

Date: _____



To: Mayor and City Council
From: City Manager
Meeting Date: September 9, 2014
Subject: REQUEST FOR AN APPEAL PER CHAPTER 18.64, *APPEALS*, OF THE PICO RIVERA MUNICIPAL CODE

Recommendation:

Approve a request to appeal a decision by the Planning Commission and bring forth the application to develop a 29 townhome rental development for City Council consideration to a date uncertain.

Fiscal Impact: None.

Discussion:

On September 3, 2014 the Planning Commission denied an application for the development of a 29 unit townhome rental development at 8540, 8554 and 8642 Beverly Boulevard. The application included amendments to the General Plan designation and zone classification from commercial to residential uses.

Per Chapter 18.64, *Appeals*, of the Pico Rivera Municipal Code, "The City Council may, at its own discretion, review the decision of the Planning Commission..."

Conclusion:

Should the City Council approve the appeal process, staff will bring the item for City Council review and consideration to a date uncertain.

Renè Bobadilla

BM:JG