ROLL CALL:
Mayor/Chairman/President:
Gustavo V. Camacho
Mayor Pro Tempore/Vice Chairman/Vice President:
Raul Elias
Councilmembers/Directors/Commissioners:
Gregory Salcido
Dr. Monica Sanchez
Brent A. Tercero

Meeting jointly and regularly with the Pico Rivera Successor Agency to the Pico Rivera Redevelopment Agency (as needed); Pico Rivera *Housing Assistance Agency (as needed); Pico Rivera Water Authority (as needed); and Public Financing Authority (as needed)

COMMISSIONERS SCHEDULED TO BE PRESENT:
Edgar Estrada, Planning Commission
Jacob Rodriguez, Parks and Recreation Commission

INVOCATION:

PLEDGE OF ALLEGIANCE:

SPECIAL PRESENTATIONS:
  • Sheriff’s Department – Homeless Update

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 (within 24 to 48 hours’ notice).

*Commissioners receive a $30.00 stipend per each meeting held and attended.
PUBLIC COMMENTS - IF YOU WOULD LIKE TO SPEAK ON ANY LISTED AGENDA ITEMS OR NON-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.

City Council:

1. Minutes:
   - City Council meeting of December 10, 2019, Special City Council meeting of December 16, 2019 and Special City Council meeting of December 23, 2019
   **Recommendation:** Approve

2. 9th Warrant Register of the 2019-2020 Fiscal Year. (700)
   Check Numbers: 284182-284251; 284253-284296; 284297-284365; 284366-284371; 284372-284392
   Special Check Numbers: 284252
   **Recommendation:** Approve

3. Continue – Appeal of the Planning Commission’s Decision to Terminate Nonconforming Structures and use at 8615 Whittier Boulevard, Pico Rivera, California (Former Whittier Manor Apartments). (1300)
   **Recommendation:**
   1. Continue the adoption of the resolution per Section 18.64.060 to February 11, 2020.

4. City of Pico Rivera 2020 Census Complete Count Committee Resolution. (500)
   **Recommendation:**
   1. Approve a resolution to allow the City of Pico Rivera to enter into an agreement with the County of Los Angeles to accept funds to engage in Census 2020 Education and Outreach; and
2. Authorize the City Manager to approve an agreement between the City of Pico Rivera and the County of Los Angeles to accept funds to engage in the Census 2020 Education and Outreach.

Resolution No. _______ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING SUBAWARD AGREEMENT FOR CENSUS 2020 EDUCATION AND OUTREACH ACTIVITIES

Agreement No. _______

5. A Resolution Appointing a Member and Alternates to the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) Governing Board for the Ongoing Term Ending on September 30, 2021. (100)

Recommendation:
1. Approve a resolution appointing Public Works Deputy Director/City Engineer, Monica Heredia as a Board Member, Luis Osuna and Kenner Guerrero as alternates, to the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) Governing Board for the ongoing term September 30, 2021.

Resolution No. _______ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPOINTING A MEMBER AND ALTERNATE(S) TO THE GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY (GWMA) GOVERNING BOARD

6. Annual Signing and Striping Improvements Project (CIP No. 50020) – Authorization to Advertise for Construction. (500)

Recommendation:
1. Approve Specifications and Estimate for the Annual Signing and Striping Project (CIP No. 50020) 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, in accordance with the California Environmental Quality Act (CEQA)


Recommendation:
1. Receive and file.

8. Citywide Fiber Optics Master Plan (Project No. 50026) – Award Professional Services Agreement. (500)

Recommendation:
1. Award a Professional Services Agreement to HR Green Pacific, Inc. (HR Green) to develop and implement a Fiber Optics Master Plan (Project No. 50026) for an amount not-to-exceed $99,984 and execute an agreement in a form approved by the City Attorney;
2. Amend the Fiscal Year 2019-20 adopted budget by appropriating $59,984 in Measure R (Fund 207) to 207.40.4010.54500, and $40,000 in PRIME funds (Fund 560) to 560.40.4010.54500 to Project No. 50026; and

3. Amend the Fiscal Year 2019-20 adopted budget by appropriating an additional $20,000 in Measure R (Fund 207) to Account No. 207.40.4000.51100-50026 for the planning, coordination and engineering staff time costs incurred toward implementing this eligible project.

Agreement No. ________

9. Building and Safety Services – Award Professional Services Agreement to JAS Pacific. (500)

Recommendation:
1. Award a Professional Services Agreement (PSA) to JAS Pacific to provide Building and Safety services for an annual amount not-to-exceed $250,000; and

2. Authorize the Mayor to execute the PSA with JAS Pacific, in a form approved by the City Attorney, for a term of three (3) years.

Agreement No. ________

Successor Agency to the Pico Rivera Redevelopment Agency:

10. Minutes:
   • Successor Agency meeting of January 8, 2019

   Recommendation: Approve

11. Approval of the 2020-21 Recognized Obligation Payment Schedule (ROPS) and Corresponding Administrative Budget. (700)

   Recommendation:
   1. Approve a resolution of the Successor Agency to the Pico Rivera Redevelopment Agency (Successor Agency) approving the Recognized Obligation Payment Schedule (ROPS) for the period of July 1, 2020 – June 30, 2021 (20-21 ROPS) and approval of the Successor Agency approving the Administrative Budget for the Fiscal Year 2020-21.


Water Authority:

12. Minutes:
   • Water Authority meeting of December 10, 2019

   Recommendation: Approve

Recommendation:

1. Approve a resolution appointing Public Works Deputy Director/City Engineer, Monica Heredia as a Board Member, Luis Osuna and Kenner Guerrero as alternates, to the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) Governing Board for the ongoing term September 30, 2021.

Resolution No. ______

A RESOLUTION OF THE PICO RIVERA WATER AUTHORITY, CALIFORNIA, APPOINTING A MEMBER AND ALTERNATE(S) TO THE GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY (GWMA) GOVERNING BOARD

GOOD OF THE ORDER (INTERGOVERNMENTAL AGENCY MEETINGS, AB 1234 REPORTS, NEW BUSINESS, OLD BUSINESS):

CLOSED SESSION(S):

a. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
   Pursuant to Government Code Section 54957
   Position: City Manager

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 www.pico-rivera.org, Pico Rivera Post Office and Parks: Smith, Pico and Rivera which are available for the public to view on this 9th, day of January 2020.

Dated this 9th, day of January 2020

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.
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. Please fill out the desired color-coded card prior to the start of the meeting at 6:00 p.m. Once the meeting has begun, no further cards will be accepted.

- A yellow Public Hearing Comment Request card must be completed to speak during a Public Hearing.

- A green Public Comment Request – Card is for those wishing to address the Council/Agency on agenda items or any other items under the subject jurisdiction of the City Council/Agency.

- 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, December 10, 2019

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

Mayor Pro Tem Camacho called the regular meeting to order at 5:30 p.m. on behalf of the City Council.

PRESENT:  Camacho, Elias, Salcido, Tercero
ABSENT: None

Recessed to Closed Session at 5:30 p.m.

ALL FOUR CITY COUNCIL MEMBERS WERE PRESENT

Reconvened from Closed Session to Open Session at 6:09 p.m.

ALL FOUR CITY COUNCIL MEMBERS WERE PRESENT

CLOSED SESSION(S):

a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
   Pursuant to Government Code Section 54956.9(d)(4)
   One matter

City Attorney Alvarez-Glasman stated that no final action was taken and that there was nothing further to report.

b. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
   Pursuant to Government Code Section 54957
   Position: City Manager

City Attorney Alvarez-Glasman reported that this item would be brought back at a future date.

COMMISSIONERS PRESENT:
Mike Lay, Parks and Recreation Commission

INVOCATION:  Delivered by Councilmember Elias

PLEDGE OF ALLEGIANCE:  Led by Mayor Pro Tem Camacho

SPECIAL PRESENTATIONS:
• Cathy Swanson - Purolite
PUBLIC COMMENTS:

Rick Salas:
- Addressed the City Council to thank Captain Marquez for his assistance with a homeless person; to ask for a traffic study on Pico Vista Road between Cord Avenue and Washington Boulevard; and commented on pot holes throughout the city.

Vicky Santana:
- Addressed the City Council to congratulate Council Member Elect Monica Sanchez.

Jose Sanchez:
- Addressed the City Council regarding repairs on Rosemead Boulevard due to thumping, shock and vibrations.

Lauren Talbott, Pico Rivera Community Library Manager:
- Addressed the City Council regarding upcoming library programs and events for the month of December.

Andrew Lara:
- Addressed the City Council regarding the Recall of Jose Lara and Leanne Ibarra and spoke of the Water District working together with the City to rally around the PFAS Groundwater Treatment Solutions and PFO’s clean-up.

The following speakers addressed the City Council to speak in favor of rent control:
- Margie Saiz
- Claudia Blauser
- Jose Rodriguez
- Abel Dan Quinonz
- Alondra Vasquez
- Romelio Rojo
- Florencio Briones
- Diego Rubalcava
- Maria Vega
- Maria Aguilar
- Beatriz Sandoval
- Ramon Velazquez

CONSENT CALENDAR ITEMS:

City Council:

1. Minutes:
   - Approved City Council meeting of November 12, 2019
   - Received and filed Parks & Recreation meeting of October 10, 2019
2. **Approved 8th Warrant Register of the 2019-2020 Fiscal Year.**

Check Numbers: 284004-284061; 284062-284105; 284109-284175; 284176-284181
Special Check Numbers: 284002-284003

3. **Approve California Choice Energy Authority to Enter into a Long-Term Renewable Energy Contract with Tehachapi Plains Wind, LLC on Behalf of Pico Rivera Innovative Municipal Energy.**

   1. Approved California Choice Energy Authority (CalChoice) to enter into a long-term renewable energy contract with Tehachapi Plains Wind, LLC on behalf of Pico Rivera Innovative Municipal Energy (PRIME).

   Agreement No. 19-1927

4. **Approval of Washington Boulevard Light Rail Transit Coalition Memorandum of Understanding for Eastside Gold Line Phase II Extension.**

   1. Authorized the City Manager to sign the Washington Boulevard Light Rail Transit Coalition (Washington Boulevard Coalition) Memorandum of Understanding, in a form acceptable to the City Attorney, in substantial conformance to the attached Memorandum of Understanding; and
   2. Appoint two members of the City Council, one primary and one alternate, to serve on the governing board of the Washington Boulevard Coalition.

5. **I-605 Hot Spots Intersection Improvement Projects–Amendments to Funding Agreements with Los Angeles County Metropolitan Transportation Authority.**

   1. Authorized the City Manager to execute amendments to the funding agreements with Los Angeles County Metropolitan Transportation Authority (Metro) for the I-605 Hot Spots Intersection Projects – CIP Nos. 21277 and 21278.

   Agreement No. 14-1490-1, 14-1490-2, 14-1491

6. **Award Contract for Tree Maintenance Services.**

   1. Awarded a maintenance service contract in the amount of $859,795 to West Coast Arborists, Inc. for Tree Maintenance Services for a term of three (3) years with two (2) one-year options to extend the contract to complete a five (5) year pruning cycle; and
   2. Authorized the Mayor to execute a contract in a form approved by the City Attorney and any future amendments to exercise the extension options at the annual cost of $287,000.

   Agreement No. 19-1928
7. **Approve Amendment No. 1 to Professional Services Agreement No. 17-1787 with Kaizen Infosource, LLC for Records and Technology System Services.** (500)

   1. Approved Amendment No. 1 to Professional Services Agreement No. 17-1787 with Kaizen Infosource, LLC for records and technology system services in an amount not-to-exceed $30,000 in a given fiscal year.

   Agreement No. 17-1787-1

8. **Annual Sidewalk Improvement Project (CIP No. 50001) – Reject all Bids and Re-Advertise Construction.** (500)

   1. Rejected all bids for the Annual Sidewalk Improvement Project, CIP No. 50001; and
   2. Authorized the City Clerk to re-advertise the Notice Inviting Bids.

9. **Installation of Traffic Control Devices – Traffic Safety.** (1400)

   1. Received and filed.

### Water Authority:

10. **Minutes:**

    • Approved Water Authority meeting of August 27, 2019

11. **Award Professional Services Agreement for Design and Construction Support Services – Plant No. 3 Electrical Panel Improvements – (CIP No. 50027).** (500)

    1. Awarded a Professional Services Agreement to Yao Engineering, Inc. to provide design and construction support services for the Electrical Panel Improvements at Plant No. 3 (CIP No. 50027) for an amount not-to-exceed $48,032 and authorized the President to execute an agreement in a form approved by the City Attorney; and
    2. Amended the Fiscal Year (FY) 2019/20 Water Authority budget by appropriating $48,032 in Water Authority Funds to Account No. 550.70.7340-54500-50027.

   Agreement No. 19-48

12. **Approve Purchase of Hoosan T4F Trailer Mounted Generator (CIP No. 50028).** (700)

    1. Authorized the purchase of an Emergency Power Generator in the amount of $156,673 from Volvo Construction Equipment and Services using Sourcewell (previously known as National Joint Powers Alliance) Contract No. 052015; and
2. Amended the Fiscal Year (FY) 2019/20 Water Authority budget by appropriating $156,673 in Water Authority Funds to Account No. 550.70.7340-54500-50028.

Motion by Councilmember Salcido, seconded by Mayor Pro Tem Camacho to approve Consent Calendar Items No. 1 through 12. Motion carries by the following roll call vote:

AYES: Camacho Elias, Salcido, Tercero
NOES: None

REGULAR AGENDA:

City Council:


Councilmember Elias spoke in support of the urgency ordinance stating that the city has experienced a one percent population growth in comparison to the county that has experienced a six percent growth. He stated that in 2005 the school district had over 13,000 students and currently there is an enrollment of approximately 8,400 students. This he stated is an economic crisis in which affordable housing is needed.

Councilmember Salcido asked if this ordinance would have teeth and if the City would face any liability should the ordinance be approved. City Attorney Alvarez-Glasman stated that the ordinance is written to have teeth but should there be any litigation, it would be up to the judicial system to determine if it could be enforced. He further stated that the proposed ordinance is intended to provide the protection of AB 1482 retroactively and that the City would not carry any liability by approving this ordinance. Mr. Alvarez-Glasman stated that the ordinance is not a rent control ordinance.

Mayor Pro Tem Camacho stated that it's important to hear the human element of this situation and thanked the speakers for presenting their concerns. He further stated that the City is trying to assist the residents but does not want to introduce laws that give false hope.

Mayor Tercero, for clarification purposes, reiterated that the ordinance could have teeth should a landlord take a tenant or tenants to court. City Attorney-Alvarez stated that the ordinance could be used in a lawsuit but that each case would be handled on a case-by-case basis.

Motion by Councilmember Salcido, seconded by Mayor Pro Tem Camacho to approve by 4/5 vote the Urgency Ordinance No. 1138 adopting the Tenant Protection Act of 2019 relating to the prohibition of no-fault terminations of tenancy and evictions, and limiting rent increases for residential real property through December 31, 2019.
Ordinance No. 1138  AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ADOPTING THE TENANT PROTECTION ACT OF 2019 RELATING TO THE PROHIBITION OF NO-FAULT TERMINATIONS OF TENANCY AND EVICTIONS AND LIMITING RENT INCREASES FOR RESIDENTIAL REAL PROPERTY THROUGH DECEMBER 31, 2019

AYES: Camacho, Elias, Salcido, Tercero
NOES: None


Motion by Councilmember Salcido, seconded by Mayor Pro Tem Camacho to: 1) Approve Resolution No. 7043 reciting the fact of the Special Municipal Election held on Tuesday, November 5, 2019, declaring the result and such other matters as provided by law; and 2) Receive and file Exhibit “A” Certificate of Canvass and Statement of Votes Cast as provided by the Los Angeles County Registrar-Recorder/County Clerk. Motion carries by the following roll call vote:

Resolution No. 7043 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, RECITING THE FACT OF THE SPECIAL MUNICIPAL ELECTION HELD ON TUESDAY, NOVEMBER 5, 2019, DECLARING THE RESULT AND SUCH OTHER MATTERS AS PROVIDED BY LAW

AYES: Camacho, Elias, Salcido, Tercero
NOES: None

14. Administration of the Oath of Office to Newly Elected City Council Member.

Assembly Member Monique Limon administered the Oath of Office to Councilmember Dr. Monica Sanchez.

Councilmember Dr. Sanchez thanked her colleagues, family and friends for their support.

15. City Council Reorganization.

City Clerk Jerome called for nominations for the Office of Mayor. Mayor Pro Tem Camacho was nominated by Councilmember Elias. Noting no further names, the nomination period was closed.

Mayor Pro Tem Camacho was nominated and selected to serve as Mayor of the City of Pico Rivera pursuant to a 5-0 vote.

AYES: Camacho, Elias, Salcido, Sanchez, Tercero
NOES: None
Mayor Camacho called for nominations for the Office of Mayor Pro Tempore. Councilmember Elias was nominated by Councilmember Tercero. Noting no further names, the nomination period was closed.

Councilmember Elias was nominated and selected to serve as Mayor Pro Tempore of the City of Pico Rivera pursuant to a 5-0 vote.

**AYES:** Elias, Salcido, Sanchez, Tercero, Camacho  
**NOES:** None

Councilmembers congratulated Mayor Camacho and Mayor Pro Tem Elias upon their nominations and selection. Councilmember Tercero and Mayor Camacho thanked their colleagues, family and City Manager Carmona for his partnership and outstanding leadership in getting the business of the city accomplished. Mayor Camacho spoke of his commitment in continuing public safety, his support of economic development and to maintain and recruit new businesses. He further pledged to continue monitoring the water quality, to address homelessness issues, and improve the quality of life for the residents of Pico Rivera. Mayor Pro Tem Elias pledged to do what is right and true, when to speak and when to listen and stated that he stands at the service of his neighbors the residents.

**GOOD OF THE ORDER (INTERGOVERNMENTAL AGENCY MEETINGS, AB 1234 REPORTS, NEW BUSINESS, OLD BUSINESS):**

Councilmember Tercero reported on behalf of the Gateway Cities Council of Governments the Coalition of Governments in regard to advocating for legislation that pertains to the rezoning of unused commercial property to residential development. If approved, he stated that the cities would receive 100% of the property tax. In addition, he stated that he hopes the City will be proactive in working with the Water District for receiving funds to improve our water quality and inquired about the trench issue on Rosemead Boulevard brought up by a speaker’s concern. City Manager Carmona stated that the repairs to the trench on Rosemead Boulevard will begin on Thursday.

Mayor Pro Tem Elias spoke of the teen Thanksgiving Dinner and thanked the teens and staff for their service. He inquired about a truck safety report provided to City Council by the Sheriff’s Department. City Manager Carmona stated the study was done on Rosemead Boulevard between Beverly Boulevard and Gallatin Road and the report indicated that no overweight vehicles were given citations. He added that the City will continue to monitor overweight vehicles on these roads. Mayor Pro Tem Elias inquired about the traffic study on Passons Boulevard pertaining to traffic accidents. City Manager Carmona stated that most of the accidents were caused by distracted drivers. In regard to the Durfee separation project, Councilmember Elias asked for a completion date and inquired about the status of the Code of Ethics policy. City Manager Carmona stated it will be a few years before the Durfee separation project is completed and that the Code of Ethics Ad Ho Committee will be meeting again in January.

A Certificate of Recognition was presented from Supervisor Solis’ office to newly elected Councilmember Dr. Sanchez.
A Certificate of Recognition was presented from Congresswoman Sanchez’ office to outgoing Mayor Tercero.

**ADJOURNMENT:**

Mayor Camacho adjourned the City Council meeting at 8:03 p.m. There being no objection it was so ordered.

**AYES:** Elias, Salcido, Sanchez, Tercero, Camacho  
**NOES:** None

______________________________  
Gustavo V. Camacho, 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 December 10, 2019 and approved by the City Council on January 14, 2020.

________________________________  
Anna M. Jerome, City Clerk
A Special Meeting of the City Council was held in the Council Chamber, Pico Rivera City Hall, 6615 Passons Boulevard, Pico Rivera, California.

Mayor Camacho called the regular meeting to order at 4:00 p.m. on behalf of the City Council.

PRESENT: Elias, Salcido, Sanchez, Tercero, Camacho
ABSENT: None

INVOCATION: Delivered by Mayor Pro Tem Elias

PLEDGE OF ALLEGIANCE: Led by Councilmember Tercero

PUBLIC COMMENTS: None

Councilmember Tercero suggested that Item No. 2 be the first item for consideration since both Councilmembers Salcido and Sanchez could not participate in Item No. 1. City Councilmembers agreed to move Item No. 2 to be placed as the first item of business for consideration.

City Council:

2. Adopt a Resolution Approving the Holiday Closure of City Facilities on December 26 and 27, 2019 and January 2 and 3, 2020. (200)

Councilmember Salcido asked the reason for the holiday closure. City Manager Carmona stated that the employees asked for management to consider the closure since many employees take vacation during the holidays and the City would be working with skeleton crews due to the 4/10 work schedule with some employees having Mondays off and others having Fridays off. He stated that negotiations were held with the union and the union agreed to the closure. Councilmember Salcido stated that he did not agree with the closure of city hall for the holidays as it does not benefit the residents of the City.

Councilmember Dr. Sanchez spoke in favor of closing city facilities for the holidays as stated in the proposed resolution.

Motion by Councilmember Tercero, seconded by Mayor Pro Tem Elias to adopt Resolution No. 7044 approving holiday closure of City facilities on December 26 and 27, 2019 and January 2 and 3, 2020. Motion carries by the following roll call vote:
Resolution No. 7044

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PICO RIVERA, CALIFORNIA, APPROVING HOLIDAY
CLOSURE OF CITY FACILITIES ON DECEMBER 26 AND 27, 2019 AND
JANUARY 2 AND 3, 2020 FOR THE ENTIRETY OF THE FOUR
CALENDAR DAYS

AYES: Elias, Sanchez, Tercero, Camacho
NOES: Salcido

Councilmember Salcido left the meeting.

1. Appeal of the Planning Commission’s Decision to Terminate Nonconforming
Structures and Use at 8615 Whittier Boulevard, Pico Rivera, California
(Former Whittier Manor Apartment’s).

Councilmember Elias asked to hear a brief three minute summary from both the
appellant and city on their closing arguments.

After each side provided a brief summary, City Councilmembers discussed their
concerns and decided to bring the matter back to staff for further evaluation without
making a ruling or findings and to continue the matter to a future date within 30 days to
see if both parties could come to an applicable agreement.

Motion by Mayor Camacho, seconded by Mayor Pro Tem Elias to direct this matter back
to staff for further evaluation without making a ruling or findings and to continue this
matter to a future date within 30 days. Motion carries by the following roll call vote:

AYES: Elias, Tercero, Camacho
NOES: None

ADJOURNMENT:

Mayor Camacho adjourned the City Council meeting at 5:04 p.m. There being no
objection it was so ordered.

AYES: Elias, Sanchez, Tercero, Camacho
NOES: None

_______________________________
Gustavo V. Camacho, 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 December 16, 2019 and approved by the City

__________________________________________
Anna M. Jerome, City Clerk
A Special Meeting of the City Council was held in the Council Chamber, Pico Rivera City Hall, 6615 Passons Boulevard, Pico Rivera, California.

Mayor Camacho called the meeting to order at 8:00 a.m. on behalf of the City Council.

PRESENT: Elias, Sanchez, Salcido, Tercero, Camacho
ABSENT: None

Recessed to Closed Session at 8:01 a.m.

ALL FIVE CITY COUNCIL MEMBERS WERE PRESENT

Reconvened from Closed Session at 10:25 a.m.

FOUR CITY COUNCIL MEMBERS WERE PRESENT (COUNCILMEMBER SALCIDO WAS EXCUSED AT 8:45 A.M.)

CLOSED SESSION(S):

a. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
   Pursuant to Government Code Section 54957
   Position: City Manager

City Attorney Alvarez-Glasman reported that this item would be brought back at a future date. No final action taken and there was nothing further to report.

ADJOURNMENT:

Mayor Camacho adjourned the City Council meeting at 10:26 a.m. There being no objection it was so ordered.

AYES: Elias, Sanchez, Tercero, Camacho
NOES: None

______________________________________________
Gustavo V. Camacho, 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 meeting dated December 23, 2019 and approved by the City Council on January 14, 2020.

Anna M. Jerome, City Clerk
9th WARRANT REGISTER OF THE 2019 - 2020 FISCAL YEAR

MEETING DATE: 01/14/20

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REGULAR CHECK TOTAL: $2,935,533.78

SPECIAL CHECK TOTAL: $172.00

TOTAL REGISTER AMOUNT: $2,935,705.78
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Totals  
Invoices 26  
$3,320.57

Vendor 1030 - DOMINGUEZ GENERAL ENGINEERING  
0110-24  
STORM WATER AND SEWER MAINTENANCE  
Paid by Check #284196  
11/19/2019 12/05/2019 12/05/2019 11/26/2019 12/05/2019 42,900.00

Vendor 1030 - DOMINGUEZ GENERAL ENGINEERING  
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Invoices 1  
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Vendor 452 - Donnoe & Associates, Inc.  
8217  
TEST RENTAL EXECUTIVE ASSISTANT WRITTEN EXAM  
11/18/19-12/2/19  
Paid by Check #284197  
11/14/2019 12/05/2019 12/05/2019 11/20/2019 12/05/2019 341.00

Vendor 452 - Donnoe & Associates, Inc.  
Totals  
Invoices 1  
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Vendor 1855 - Elie Farah Inc.  
1B  
TRAFFIC SIGNAL WARRANT REPORT - ROSEMEAD/DANBRIDGE, 9/16-10/9/19  
Paid by Check #284198  
10/09/2019 12/05/2019 12/05/2019 11/26/2019 12/05/2019 3,200.00

Vendor 1855 - Elie Farah Inc.  
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ENGINEERING AND TRAFFIC SURVEY, 9/19/19-10/8/19  
Paid by Check #284198  
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Invoices 2   
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Vendor 457 - Encore Awards & Marking Corp  
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NAME PLATE FOR RICHARD ROJAS  
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Vendor 457 - Encore Awards & Marking Corp  
191424  
NAME PLATES FOR EMPLOYEES  
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Vendor 457 - Encore Awards & Marking Corp  
Totals  
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Vendor 1040 - Ennis Paint, Inc  
386086  
RED TRAFFIC PAINT  
Paid by EFT #5586  
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Vendor 1040 - Ennis Paint, Inc  
Totals  
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Vendor Totals
- 1040 - Ennis Paint, Inc: 1 invoice, $964.69
- 404 - Fiesta Cooperative Inc: 1 invoice, $17,280.28
- 419 - Garvey Equipment Company: 1 invoice, $707.31
- 1534 - Golden Star Technology, Inc: 1 invoice, $11,883.92
- 656 - Golden State Overnight: 2 invoices, $48.26
- 604 - Graffiti Tracker: 1 invoice, 1,500.00
- 604 - Graffiti Tracker: 2 invoices, 48.26
- 604 - Graffiti Tracker: 4 invoices, 6,000.00
- 961 - Grainger: 2 invoices, 1,165.28
- 961 - Grainger: 2 invoices, 1,165.28
- 1550 - Harrington Industrial Plastics LLC: 2 invoices, 1,226.53
- 1556 - Hasa, Inc: 2 invoices, 524.28
- 1556 - Hasa, Inc: 2 invoices, 377.50
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**Vendor 1556 - Hasa, Inc**

- **Invoices:** 5
- **Invoices Total:** $2,085.95

**Vendor 1390 - Hazelrigg Claims Management Services (ACH)**

- **HA2457**
  - **GENERAL LIABILITY OCTOBER 2019**
  - Paid by EFT #5588
  - Invoice Date: 11/05/2019
  - Due Date: 12/05/2019
  - G/L Date: 12/05/2019
  - Received Date: 11/20/2019
  - Payment Date: 12/05/2019
  - Invoice Net Amount: $3,333.33

**Vendor 1390 - Hazelrigg Claims Management Services (ACH)**

- **Invoices:** 1
- **Invoices Total:** $3,333.33

**Vendor 389 - Healthfirst-North Medial Group**

- **1456-57992**
  - **PRE-EMPLOYMENT PHYSICALS OCTOBER 2019**
  - Paid by Check #284207
  - Invoice Date: 11/08/2019
  - Due Date: 12/05/2019
  - G/L Date: 12/05/2019
  - Received Date: 11/20/2019
  - Payment Date: 12/05/2019
  - Invoice Net Amount: $262.00

**Vendor 389 - Healthfirst-North Medial Group**

- **Invoices:** 1
- **Invoices Total:** $262.00

**Vendor 913 - I Copy, Inc (ibe digital)**

- **427533**
  - **MAINTENANCE TONERS, EQUIPMENT 10867, PARK AND REC**
  - Paid by EFT #5589
  - Invoice Date: 11/22/2019
  - Due Date: 12/05/2019
  - G/L Date: 12/05/2019
  - Received Date: 11/26/2019
  - Payment Date: 12/05/2019
  - Invoice Net Amount: $17.36

**Vendor 913 - I Copy, Inc (ibe digital)**

- **Invoices:** 1
- **Invoices Total:** $17.36

**Vendor 1686 - InfoSend, Inc**

- **160461**
  - **UTILITY MANAGEMENT DATA PROCESSING PRINT & MAIL, SEPTEMBER 2019**
  - Paid by Check #284208
  - Invoice Date: 09/30/2019
  - Due Date: 12/05/2019
  - G/L Date: 11/27/2019
  - Received Date: 12/05/2019
  - Payment Date: 12/05/2019
  - Invoice Net Amount: $2,986.44

- **161870**
  - **UTILITY MANAGEMENT DATA PROCESSING PRINT & MAIL, OCTOBER 2019**
  - Paid by Check #284208
  - Invoice Date: 10/31/2019
  - Due Date: 12/05/2019
  - G/L Date: 11/27/2019
  - Received Date: 12/05/2019
  - Payment Date: 12/05/2019
  - Invoice Net Amount: $4,047.39

**Vendor 1686 - InfoSend, Inc**

- **Invoices:** 2
- **Invoices Total:** $7,033.83

**Vendor 779 - Inland Empire Stages, LTD**

- **54194**
  - **TRIPS & TOURS EXCURSION TO RIVERSIDE MISSION INN 11/30/19**
  - Paid by Check #284209
  - Invoice Date: 12/02/2019
  - Due Date: 12/05/2019
  - G/L Date: 12/03/2019
  - Received Date: 12/05/2019
  - Payment Date: 2,302.80

**Vendor 779 - Inland Empire Stages, LTD**

- **Invoices:** 1
- **Invoices Total:** $2,302.80

**Vendor 1108 - Jackson Risk Management**

- **201910SVCS**
  - **WORKER'S COMPENSATION RISK MANAGEMENT OCTOBER 2019**
  - Paid by Check #284210
  - Invoice Date: 11/01/2019
  - Due Date: 12/05/2019
  - G/L Date: 12/05/2019
  - Received Date: 12/05/2019
  - Payment Date: 2,000.00

**Vendor 1108 - Jackson Risk Management**

- **Invoices:** 1
- **Invoices Total:** $2,000.00

**Vendor 963 - JCL Traffic Services ACH**

- **102730**
  - **HARDWARE FOR STREET SIGNS**
  - Paid by EFT #5590
  - Invoice Date: 11/14/2019
  - Due Date: 12/05/2019
  - G/L Date: 12/05/2019
  - Received Date: 12/05/2019
  - Payment Date: 498.88

- **102731**
  - **METAL POLES FOR SIGNS**
  - Paid by EFT #5590
  - Invoice Date: 11/14/2019
  - Due Date: 12/05/2019
  - G/L Date: 12/05/2019
  - Received Date: 12/05/2019
  - Payment Date: 866.29

- **102732**
  - **METAL BASES FOR SIGN POSTS**
  - Paid by EFT #5590
  - Invoice Date: 11/14/2019
  - Due Date: 12/05/2019
  - G/L Date: 12/05/2019
  - Received Date: 12/05/2019
  - Payment Date: 842.86

**Vendor 963 - JCL Traffic Services ACH**

- **Invoices:** 3
- **Invoices Total:** $2,208.03

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**Vendor Totals**

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Vendor 1132 - MAGIC BAKERY Totals: 2 invoices for $172.00
Vendor 1688 - Mariposa Landscapes, Inc Totals: 2 invoices for $2,400.00
Vendor 1834 - MCA Direct Totals: 1 invoice for $27.14
Vendor 34 - Theresa J. Mercurio Totals: 1 invoice for $150.00
Vendor 1773 - Michael Daniel Lay Totals: 1 invoice for $75.00
Vendor 1697 - Minuteman Press Totals: 2 invoices for $375.53
Vendor 340 - Moore, Iacofano, Goltsman, Inc. Totals: 1 invoice for $8,312.50
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Vendor 74 - NASA Services Inc Totals
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Vendor 394 - Nationwide Environmental Services Totals
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Vendor 555 - Oromill Lumber, Inc. Totals
Invoices 5
$972.30

Vendor 688 - PARS Totals
Invoices 1
$300.00

Vendor 1749 - Patricia Saucedo Totals
Invoices 1
$75.00

Vendor 707 - Phil's Fire Extinguisher Co. Totals
Invoices 1
$3,529.21

Vendor 602 - Postmaster-Santa Fe Springs Post Office Totals
Invoices 1
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Vendor 1386 - R and I Holdings, Inc Totals
Invoices 1
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Vendor 78 - R-Doors, Inc Totals
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Vendor 153 - Underground Service Alert of Southern California Totals

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Vendor 876 - DAVID VELASQUE Totals

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Vendor 695 - Vulcan Materials Co. (ACH) Totals

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Vendor 1468 - Warren Distributing, Inc Totals

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Vendor 758 - Waxie Sanitary Supply Totals

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<td>Vendor 150 - Western Water Works</td>
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<td>MAINTENANCE &amp; SERVICE REPAIR MATERIALS</td>
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<td>Vendor 137 - WHITE, NELSON, DIEHL, EVANS, LLP</td>
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<td>2ND INTERIM BILLING AUDIT, CITY'S FINANCIAL STATEMENT FY 6/30/19</td>
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<td>Vendor 366 - Whittier Fertilizer Company</td>
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<td>MULCH FOR HORSE TRAIL</td>
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<td>Vendor 354 - Willdan Associates</td>
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<td>PROF ENGINEERING SVCS -&gt; 8/30/19; GALLATIN STRIPING REVIEW</td>
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<td>Vendor CELIDIA DEL CARMEN ALCARAZ RODRIGUEZ</td>
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Grand Totals: Invoices 197, $1,577,502.81
## CITY OF PICO RIVERA U/B REFUND CHECKS 12-05-2019

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Pay Date: 12/12/19

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VOID CKS
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(109.55)

SPECIAL CKS
101434 109.55
101439 867.23

976.78

CKS
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1,479.63

ACH
526589 - 526949 521,211.00

521,211.00

TOTAL 523,557.86
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Vendor 1740 - Lighthouse Sports Center, LLC Totals |  |  |  |  |  |  |  |  | 1  |  |  |
Vendor 1458 - Martha Ramirez (Grupo Bella) Totals |  |  |  |  |  |  |  |  | 1  |  |  |
Vendor 1526 - Juana Moreno Totals |  |  |  |  |  |  |  |  | 1  |  |  |
Vendor 1398 - Nationwide Retirement Solutions Totals |  |  |  |  |  |  |  |  | 1  |  |  |
Vendor 1489 - Nationwide RS (ACH) Totals |  |  |  |  |  |  |  |  | 1  |  |  |
Vendor 617 - NUFIC Totals |  |  |  |  |  |  |  |  | 1  |  |  |
Vendor 1872 - Alejandra Ocampo Totals |  |  |  |  |  |  |  |  | 1  |  |  |

Vendor 181 - LA County Sheriffs Department |  |  |  |  |  |  |  |  |  | $15,711.31  |
Vendor 548 - Levyng Officer |  |  |  |  |  |  |  |  |  | $234.19  |
Vendor 1740 - Lighthouse Sports Center, LLC |  |  |  |  |  |  |  |  |  | $198.00  |
Vendor 1458 - Martha Ramirez (Grupo Bella) |  |  |  |  |  |  |  |  |  | $800.00  |
Vendor 1526 - Juana Moreno |  |  |  |  |  |  |  |  |  | $75.00  |
Vendor 1398 - Nationwide Retirement Solutions |  |  |  |  |  |  |  |  |  | $36,380.10  |
Vendor 1489 - Nationwide RS (ACH) |  |  |  |  |  |  |  |  |  | $891.34  |
Vendor 617 - NUFIC |  |  |  |  |  |  |  |  |  | $286.88  |
Vendor 1872 - Alejandra Ocampo |  |  |  |  |  |  |  |  |  | $75.00  |
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Vendor Totals: 618 - Rutan & Tucker, LLP: 1 invoice, $4,360.32
Vendor Totals: 1552 - S & S LaBarge Golf Inc: 2 invoices, $38,479.56
Vendor Totals: 159 - San Gabriel Valley Water Co: 1 invoice, $553.10
Vendor Totals: 301 - Jocelyn Sanchez: 1 invoice, $297.00
Vendor Totals: 266 - SEIU Local 721: 1 invoice, $1,916.49
Vendor Totals: 692 - SEIU Local 721-COPE: 1 invoice, $81.50
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Vendor **ERIN RUIZ**

**Totals**

- Invoices: 1
- Grand Totals: 76

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**Grand Totals**

- Invoices: 76
- Total: $310,219.63
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Vendor 7 - Advanced Printing (ACH) Totals  Invoices 1  $400.21

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| 67042          | COMMUNITY GARDEN RESTROOM RENTAL FOR DECEMBER 2019 | Paid by Check #284297 | 11/26/2019 | 12/19/2019 | 12/16/2019 | 12/19/2019 | 111.03      |

Vendor 429 - 1st Jon Inc Totals  Invoices 2  $1,492.15

| 12089          | YOUTH CENTER TO LA HISTORIC PARK EXCURSION 12/7/19 | Paid by EFT #5657 | 12/10/2019 | 12/19/2019 | 12/11/2019 | 12/19/2019 | 425.00      |

Vendor 54 - A & D Transportation, L.P. Totals  Invoices 1  $425.00

| 308857-00      | MATERIALS FOR UNIT #262 | Paid by EFT #5658 | 11/22/2019 | 12/19/2019 | 12/16/2019 | 12/19/2019 | 352.93      |

Vendor 698 - AAA Electrical Supply, Inc. ACH Totals  Invoices 1  $352.93

| 42485          | ASBESTOS ABATEMENT OVERSIGHT | Paid by Check #284298 | 09/21/2019 | 12/19/2019 | 12/16/2019 | 12/19/2019 | 1,900.00    |

Vendor 1825 - Air-Tech Environmental, Inc. Totals  Invoices 1  $1,900.00

| 000534657691   | UNIFORM RENTAL SERVICES | Paid by EFT #5659 | 10/31/2019 | 12/19/2019 | 12/16/2019 | 12/19/2019 | 430.56      |
| 000534708982   | UNIFORM RENTAL SERVICES | Paid by EFT #5659 | 11/21/2019 | 12/19/2019 | 12/16/2019 | 12/19/2019 | 435.36      |
| 000534726051   | UNIFORM RENTAL SERVICES | Paid by EFT #5659 | 11/28/2019 | 12/19/2019 | 12/16/2019 | 12/19/2019 | 435.68      |
| 000534743252   | UNIFORM RENTAL SERVICES | Paid by EFT #5659 | 12/05/2019 | 12/19/2019 | 12/16/2019 | 12/19/2019 | 440.35      |

Vendor 694 - Aramark Totals  Invoices 4  $1,741.95

| 15775          | CONTRACT INSTRUCTOR-ZUMBA GOLD, 12/3/19-12/19/19 | Paid by EFT #5660 | 12/11/2019 | 12/19/2019 | 12/16/2019 | 12/19/2019 | 234.00      |

Vendor 293 - Maria Armenta Totals  Invoices 1  $234.00

<p>| 572943         | LEGAL SERVICES JUNE 2019 | Paid by Check #284299 | 06/30/2019 | 12/19/2019 | 12/10/2019 | 12/19/2019 | 1,551.05    |
| 574474         | LEGAL SERVICES JULY 2019 | Paid by Check #284299 | 07/31/2019 | 12/19/2019 | 12/10/2019 | 12/19/2019 | 9,276.76    |
| 576918         | LEGAL SERVICES AUGUST 2019 | Paid by Check #284299 | 08/31/2019 | 12/19/2019 | 12/10/2019 | 12/19/2019 | 3,306.46    |
| 578516         | LEGAL SERVICES SEPTEMBER 2019 | Paid by Check #284299 | 09/30/2019 | 12/19/2019 | 12/10/2019 | 12/19/2019 | 12,840.51  |</p>
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Vendor 282 - Luis Cobian, Sr. Totals Invoices 4 $595.80

Vendor 959 - Control Automation Design, Inc
- 19-069 SCADA MAINTENANCE Paid by Check #284307 12/02/2019 12/19/2019 12/11/2019 12/19/2019 620.00

Vendor 627 - County of LA, Agricultural Comm, Weights & Measure
- 1060N GOPHER ABATEMENT AT PARKS Paid by Check #284308 11/19/2019 12/19/2019 12/10/2019 12/19/2019 3,695.54

Vendor 970 - DE LAGE LANDEN FINANCIAL SERVICES, INC. ACH
- 65996612 COPIER LEASE 12/15/19-1/14/20 Paid by EFT #5662 12/02/2019 12/19/2019 12/04/2019 12/19/2019 1,376.42
- 18968971 RENTAL OF 12 ELECTRIC GOLF CARTS FOR 12 MONTHS Paid by EFT #5662 12/11/2019 12/19/2019 12/16/2019 12/19/2019 2,000.64

Vendor 970 - DE LAGE LANDEN FINANCIAL SERVICES, INC. ACH Totals Invoices 2 $3,377.06

Vendor 328 - DIEGO'S AUTO REPAIR
- 24031 SMOG CHECK FOR UNIT 236 Paid by EFT #5663 12/02/2019 12/19/2019 12/10/2019 12/19/2019 75.00
- 24047 SERVICE FOR UNIT 273 Paid by EFT #5663 12/04/2019 12/19/2019 12/10/2019 12/19/2019 93.37
- 24048 SMOG CHECK FOR UNIT 238 Paid by EFT #5663 12/04/2019 12/19/2019 12/10/2019 12/19/2019 41.75

Vendor 328 - DIEGO'S AUTO REPAIR Totals Invoices 3 $210.12

Vendor 1855 - Elie Farah Inc.
- 2 ENGINEERING AND TRAFFIC SURVEY, 10/9/19-12/4/19 Paid by Check #284309 12/04/2019 12/19/2019 12/16/2019 12/19/2019 670.00

Vendor 1855 - Elie Farah Inc. Totals Invoices 1 $670.00

Vendor 1618 - Emcor Services Mesa Energy (ACH)
- 013517944 HVAC SERVICES AT GOLF COURSE Paid by EFT #5664 09/11/2019 12/19/2019 12/16/2019 12/19/2019 367.79
- 013530646 HVAC SERVICES FOR DECEMBER 2019 Paid by EFT #5664 12/03/2019 12/19/2019 12/16/2019 12/19/2019 8,221.00

Vendor 1618 - Emcor Services Mesa Energy (ACH) Totals Invoices 2 $8,588.79

Vendor 1162 - ENDICOTT COMM, INC. - CV
- 191100622101 DW AFTER HOURS ANSWERING SERVICES FOR NOVEMBER 2019 Paid by Check #284310 11/20/2019 12/19/2019 12/16/2019 12/19/2019 49.00

Vendor 1162 - ENDICOTT COMM, INC. - CV Totals Invoices 1 $49.00
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Vendor Summary

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## AP WARRANT REGISTER 12-19-2019

Payment Date Range 12/19/19 - 12/19/19

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Vendor 1726    | Premier Powder Coating & Custom Fab, LLC                                            |                               |                              |               |            |            |               |              |                   |
| Vendor 1881    | Pronto Gym Services, Inc.                                                           |                               |                              |               |            |            |               |              |                   |
| Vendor 1262    | MARTIN RIOS                                                                         |                               |                              |               |            |            |               |              |                   |
| Vendor 1081    | Susan Rodriguez                                                                     |                               |                              |               |            |            |               |              |                   |
| Vendor 991     | Juan Rosales                                                                        |                               |                              |               |            |            |               |              |                   |
| Vendor 747     | Rousselle Company Inc. (ACH)                                                       |                               |                              |               |            |            |               |              |                   |

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- 618 - Rutan & Tucker, LLP: 1 invoice, $195.75
- 1552 - S & S LaBarge Golf Inc: 1 invoice, $20,904.33
- 27 - Luz Silva: 1 invoice, $156.00
- 154 - Southland Transit, Inc.: 1 invoice, $28,035.18
- 977 - Specialized Elevator Corporation: 1 invoice, $326.20
- 1222 - DANIELLE EILEEN SPINDOLA: 1 invoice, $78.00
- 977 - Specialized Elevator Corporation: 1 invoice, $36.00
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Vendor RUBEN BENAVIDES Totals: Invoices 1, Invoice Net Amount $200.00

Vendor DELIA CORDOVA Totals: Invoices 1, Invoice Net Amount $5.00

Vendor YOLANDA GALLARDO Totals: Invoices 1, Invoice Net Amount $200.00

Vendor ARLENE ROMERO Totals: Invoices 1, Invoice Net Amount $50.00

Vendor ERIN RUIZ Totals: Invoices 1, Invoice Net Amount $30.00

Vendor MIRIAM SPILLER Totals: Invoices 1, Invoice Net Amount $205.00

Grand Totals: Invoices 154, Invoice Net Amount $686,884.33
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Vendor Summary Listing
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Vendor 692 - SEIU Local 721-COPE
Vendor 692 - SEIU Local 721-COPE Totals Invoices 1 $102.75

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Vendor 1511 - United Way Of Greater Los Angeles Totals Invoices 1 $20.00

Grand Totals Invoices 12 $29,719.13
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Vendor 299 - A. M. Plumbing Supply Totals

Vendor 698 - AAA Electrical Supply, Inc. ACH Totals

Vendor 1788 - Affordable Interior Systems, Inc Totals

Vendor 386 - Alvarez-Glasman & Colvin Totals

Vendor 327 - Auto-Chlor System Totals

Vendor 1887 - California Association of Mutual Water Companies Totals

Vendor 786 - Central Basin Municipal Water District Totals

Vendor 773 - Clinical Laboratory of San Bernardino Inc. Totals

Invoices 7
Invoices 2
Invoices 1
Invoices 1
Invoices 1
Invoices 1
Invoices 1

Total Invoices

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$798.02
$3,641.84
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$262.40
$500.00
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$935.00

Run by Ricky Rao on 01/07/2020 08:54:35 AM
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Vendor 604 - Graffiti Tracker Totals | Invoices | 2 | $3,000.00 |
Vendor 569 - Hosepower USA Totals | Invoices | 1 | $222.93 |
Vendor 963 - JCL Traffic Services ACH Totals | Invoices | 1 | $36.85 |
Vendor 539 - LA County/Registrar-Recorder County Clerk Totals | Invoices | 1 | $2,767.76 |
Vendor 1507 - Lincoln Financial Group Totals | Invoices | 1 | $1,251.95 |
Vendor 1697 - Minuteman Press Totals | Invoices | 1 | $113.45 |
Vendor 1423 - MSA-Dental Pool Totals | Invoices | 1 | $7,023.71 |
Vendor 74 - NASA Services Inc Totals | Invoices | 1 | $218,640.40 |
Vendor 1075 - Nationwide Cost Recovery Services, LLC Totals | Invoices | 1 | $752.00 |
Vendor 719 - Northgate Market Totals | Invoices | 1 | $300.00 |
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Vendor 695 - Vulcan Materials Co. (ACH) Totals
- Invoices: 6
- Total: $1,315.39

Vendor 1536 - Walker Consultants
- 3788330010 PROFESSIONAL SERVICES THROUGH 11/30/19, PARKING ANALYSIS
- Paid by EFT #5725
- Invoice: 11/30/2019
- Due Date: 12/31/2019
- G/L Date: 12/31/2019
- Received Date: 12/24/2019
- Payment Date: 12/31/2019
- Total: $15,837.50

Vendor 758 - Waxie Sanitary Supply
- 78620156 MAINTENANCE SUPPLIES FOR PARKS
- Paid by EFT #5726
- Invoice: 10/09/2019
- Due Date: 12/31/2019
- G/L Date: 12/19/2019
- Received Date: 12/31/2019
- Payment Date: 12/31/2019
- Total: $654.40

Vendor 1794 - West Coast Arborists, Inc
- 155142 TREE TRIMMING AT CITY HALL
- Paid by Check #284387
- Invoice: 11/15/2019
- Due Date: 12/31/2019
- G/L Date: 12/19/2019
- Received Date: 12/31/2019
- Payment Date: 12/31/2019
- Total: $6,969.00

Vendor 354 - Willdan Associates
- 00712968 LABOR COMPLIANCE, SERVICES THROUGH 9/27/19
- Paid by EFT #5727
- Invoice: 10/22/2019
- Due Date: 12/31/2019
- G/L Date: 12/19/2019
- Received Date: 12/31/2019
- Payment Date: 12/31/2019
- Total: $2,664.75

Vendor 132 - Yale Chase Equipment & Services
- PSV551512 SERVICE FOR GENERATOR AT CITY HALL
- Paid by Check #284388
- Invoice: 12/02/2019
- Due Date: 12/31/2019
- G/L Date: 12/23/2019
- Received Date: 12/31/2019
- Payment Date: 12/31/2019
- Total: $300.00

Vendor 729 - Zapien’s Salsa Grill
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Vendor Totals:
- **729 - Zapien's Salsa Grill**
  - Invoices: 1
  - Invoice Net Amount: $1,602.48

- **GEORGE RIVERA**
  - Invoices: 1
  - Invoice Net Amount: $205.00

- **SAN ANDRES MEDICAL CLINIC**
  - Invoices: 1
  - Invoice Net Amount: $100.00

- **MIRIAM SPILLER**
  - Invoices: 1
  - Invoice Net Amount: $107.26

Grand Totals:
- Invoices: 76
- Invoice Net Amount: $330,907.06
PAYROLL REGISTER P/P 12/07/19 - 12/20/19

Pay Date: 12/26/19

VOID ACH CKS

VOID CKS

SPECIAL CKS

CKS
101440 - 101444 3,986.97

ACH
526961 - 527313 384,512.29

TOTAL 388,499.26
To: Mayor and City Council

From: City Manager

Meeting Date: January 14, 2020

Subject: CONTINUE - APPEAL OF THE PLANNING COMMISSION'S DECISION TO TERMINATE NONCONFORMING STRUCTURES AND USE AT 8615 WHITTIER BOULEVARD, PICO RIVERA, CALIFORNIA (FORMER WHITTER MANOR APARTMENTS)

Recommendation:

1. Continue the adoption of the resolution per Section 18.64.060 to February 11, 2020.

Discussion:

The former Whittier Manor apartment complex (Apartments) located at 8615 Whittier Boulevard (Assessor Parcel Nos. 6373-018-005 and 6373-018-008, the “Property”) is a non-conforming structure under the Code; having been converted from a hotel to an apartment complex in the 1970s.

On July 17, 2017 the Planning Commission held a public hearing to revoke the non-conforming status of the apartment complex. By way of its Resolution No. 1251, adopted August 7, 2017, the Planning Commission timely adopted a Statement of Decision terminating the nonconforming structures and use at the Property, which was based upon an examination and review of all evidence submitted at the hearing.

On August 18, 2017, the property owner submitted a formal appeal to the Planning Commission’s decision. The City scheduled the appeal hearing for December 18, 2017 and notice was provided to the interested parties and the public. Due to the lack of a quorum of the City Council, the City Council’s December 18, 2017 hearing was cancelled. After an attempt to reschedule the hearing, the parties tried to settle the matter without the need for an appeal hearing. Unable to settle the matter, the City rescheduled the appeal hearing for September 25, 2019.

On September 25, 2019, an appeal hearing was held and the City presented its case. The item was continued to October 29, 2019 to allow for the property owner to present his case. The public hearing was further continued to December 16, 2019 to allow for the City Council to deliberate and make a decision. At the December 16, 2019, special
meeting, the City Council directed that City staff and the Property Owner meet at a last attempt to come to a resolution, otherwise, the City Council would support the Planning Commission’s decision to revoke the non-conforming use status.

Per the Pico Rivera Municipal Code section 18.64.060, “The City Council shall announce its decisions by formal written resolution within forty days after conclusion of its proceedings on the matter.” Due to the holidays, and to provide sufficient time to meet with the applicant, staff is recommending that the formal adoption of the resolution be continued to the City Council meeting of February 11, 2020.

Conclusion:

Staff recommends that the City Council continue the item to the City Council meeting of February 11, 2020 to provide sufficient time for both parties to meet and attempt to come to a settlement. Staff proposes to bring forth a resolution, per the Pico Rivera Municipal Code Section 18.64.060 at this continued date.

Steve Carmona

SC:JG
To: Mayor and City Council
From: City Manager
Meeting Date: January 14, 2020
Subject: CITY OF PICO RIVERA 2020 CENSUS COMPLETE COUNT COMMITTEE RESOLUTION

Recommendation:

1. Approve a resolution to allow the City of Pico Rivera to enter into an agreement with the County of Los Angeles to accept funds to engage in Census 2020 Education and Outreach; and

2. Authorize the City Manager to approve an agreement between the City of Pico Rivera and the County of Los Angeles to accept funds to engage in the Census 2020 education and outreach.

Fiscal Impact:

The City will receive $29,000 from the County of Los Angeles for the 2020 Census efforts during FY 2019-20. The County will distribute the funds on progress as follows: The first payment of 50% will be released to the City in January 2020. The second payment of 40% will be released in April 2020. The final payment will be received in August 2020.

Discussion:

On March 21, 2019, the County of Los Angeles elected to receive funding from the State of California to promote participation in the upcoming 2020 Census. One of the campaign efforts is designed to focus on demographic populations commonly referred to as “hard to count” (HTC). Portions of the City of Pico Rivera (broken down by Census Blocks) have been identified as HTC areas. According to data derived from the 2010 Census, 25% of the households in the City of Pico Rivera did not respond to the Census questionnaire, representing a significant loss of Federal funds and resources to the City of Pico Rivera.

Based on the Los Angeles County campaign efforts focusing on HTC populations, the City of Pico Rivera is eligible to receive funding towards its 2020 Census efforts. The funds will be utilized to help enhance the City’s existing campaign to “Make Pico Rivera Count”, a campaign designed to bring awareness to City residents on the importance of participating in the 2020 Census.
Conclusion:

Having an accurate 2020 Census count can provide critical funding for the provision of vital services to the City of Pico Rivera’s residents. Staff recommends approving the resolution supporting the agreement with the County of Los Angeles to receive funds in support of the Census 2020 efforts.

Steve Carmona

RR:CM:smc

Enclosures:  1) Resolution  
              2) Agreement
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING A SUBAWARD AGREEMENT FOR CENSUS 2020 EDUCATION AND OUTREACH ACTIVITIES

WHEREAS, pursuant to the Government Code section 31000 and the Health and Safety Code section 34149, the County may enter into an agreement with the City of Pico Rivera to provide specialized functions on behalf of the County;

WHEREAS, the County was awarded a total of $9,393,090 in funding to conduct 2020 Census-related education and outreach activities, and to initiate targeted outreach strategies (Project);

WHEREAS, On January 29, 2019, the County Board of Supervisors authorized the Chief Executive Officer to execute agreements with public entities, community-based organizations and other entities to carry out the above activities consistent with all State requirements; and

WHEREAS, the Parties have been authorized to execute an agreement for the not to exceed amount of $29,097.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pico Rivera as follows:

SECTION 1. The County hereby grants to the City an amount not to exceed $29,097, which will be used to engage in Census 2020 education and outreach activities that focus on both geographic areas and demographic populations who are “least likely to respond.” These areas and populations are commonly referred to as “Hard-to-Count (HTC).” The terms “least likely to respond” and “HTC” are terms of art and are often used interchangeably. HTC or “least likely to respond” areas or populations are areas or populations, which based on multiple demographic, housing and socioeconomic variables factors, have been judged as difficult to enumerate by the California Department of Finance Demographic Research Unit. Activities carried out under the term of this Agreement shall achieve the following objectives:

SECTION 2. The City Council of the City of Pico Rivera agrees to execute the following objectives; inform the public about the census process, purpose and timeline. Inform the public of the importance of the census. The State will receive billions of dollars in federal funds for education, health care, job training, transportation and other vital services based on the census numbers. The federal government also uses census data to determine how to apportion the House of Representatives seats among states. Inform the public that the census data is confidential. No one except sworn U.S. Census Bureau (“Census Bureau”) employees can see the complete census questionnaire forms or link names to responses. The Census Bureau requires that any individual with access to census materials adhere to strict confidentiality and security guidelines. The law, Section 214 of Title 13 of the United States Code, entitled the “Wrongful Disclosure of Information,” sets forth severe penalties applicable to federal government officials and
local government census liaisons if they misuse information they receive from the census responses. These penalties include fines up to $5,000, 5 years in prison, or both. The Census Bureau’s dedication to confidentiality plays an important role in everything it does. All employees must pass a security and employment reference check, swear they are not employed as tax collectors or assessors or law enforcement officials and establish they have no felony convictions as adults. The Census Bureau employs a host of safeguards, such as electronic barriers and secure telephone lines, to block outside access to any confidential information in Census Bureau computers.

**SECTION 3.** The City Council of the City of Pico Rivera agrees to help eliminate the fear of completing the census questionnaire. Instill trust that the government is not legally permitted to use this data in a negative way. No one outside the Census Bureau is permitted to be given any information to link names to addresses on the census questionnaire. Utilize trusted messengers and sources to encourage members of the public to participate in the census by completing their census questionnaire.

**SECTION 4.** The City shall design and implement a multi-faceted, multi-channel, multi-lingual cohesive strategic outreach plan to reach all census audiences within its jurisdiction. The overarching strategic plan should address broad census goals and objectives and specific outreach strategies, as well as integrate with other outreach efforts. The plan shall be submitted to the County Chief Executive Office as described in Exhibit A.

**SECTION 5.** The Period of Performance ("Term") of this Agreement will commence upon full execution of this Agreement through December 31, 2020. The City shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the County Contract Manager.

**SECTION 6.** The City Clerk shall attest to the passage of this resolution and it shall thereupon be in full force and effect.

**APPROVED AND PASSED this 14th day of January, 2020.**

______________________________________

Gustavo V. Camacho, Mayor

ATTEST: APPROVED AS TO FORM:

______________________________  ________________

Anna M. Jerome, City Clerk Arnold M. Alvarez-Glasman, City Attorney

AYES:
NOES:
ABSENT:
ABSTAIN:
SUBAWARD AGREEMENT BETWEEN

THE COUNTY OF LOS ANGELES AND

PICO RIVERA

FOR

CENSUS 2020 EDUCATION AND OUTREACH ACTIVITIES
SUBAWARD AGREEMENT
FOR
CENSUS 2020 EDUCATION AND OUTREACH ACTIVITIES

THIS SUBAWARD AGREEMENT ("Agreement") is made and entered into this 14TH day of JANUARY, 2020.

BY COUNTY OF LOS ANGELES, a body corporate and politic and a political subdivision of the State of California, hereinafter referred to as “County”,

AND CITY OF PICO RIVERA, a municipal corporation, hereinafter referred to as “City.”

WITNESSETH

WHEREAS, pursuant to Government Code section 31000 and Health and Safety Code section 34149, the County may enter into an agreement with the City to provide specialized functions on behalf of the County;

WHEREAS, the County was awarded a total of $9,393,090 in funding to conduct 2020 Census-related education and outreach activities, and to initiate targeted outreach strategies (Project);

WHEREAS, on January 29, 2019, the County Board of Supervisors authorized the Chief Executive Officer to execute agreements with public entities, community-based organizations and other entities to carry out the above activities consistent with all State requirements; and:

WHEREAS, the Parties have been authorized to execute an Agreement for the not to exceed amount of $29,097 or the Project.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein the parties hereto agree as follows:
A. APPROVED FUNDING AND PURPOSE

The County hereby grants to the City an amount not to exceed $29,097 which will be used to engage in Census 2020 education and outreach activities that focus on both geographic areas and demographic populations who are “least likely to respond.” These areas and populations are commonly referred to as “Hard-to-Count (HTC).” The terms “least likely to respond” and “HTC” are terms of art and are often used interchangeably. HTC or “least likely to respond” areas or populations are areas or populations, which based on multiple demographic, housing and socioeconomic variables factors, have been judged as difficult to enumerate by the California Department of Finance Demographic Research Unit. Activities carried out under the term of this Agreement shall achieve the following objectives:

B. OBJECTIVES

EDUCATE

1. Inform the public about the census process, purpose and timeline.

2. Inform the public of the importance of the census. The State will receive billions of dollars in federal funds for education, health care, job training, transportation and other vital services based on the census numbers. The federal government also uses census data to determine how to apportion the House of Representatives seats among states.

3. Inform the public that the census data is confidential. No one except sworn U.S. Census Bureau (“Census Bureau”) employees can see the complete census questionnaire forms or link names to responses. The Census Bureau requires that any individual with access to census materials adhere to strict confidentiality and security guidelines. The law, Section 214 of Title 13 of the United States Code, entitled the “Wrongful Disclosure of Information,” sets forth severe penalties applicable to federal government officials and local government census liaisons if they misuse information they receive from the census responses. These penalties include fines up to $5,000, 5 years in prison, or both. The Census Bureau's dedication to confidentiality plays an important role in everything it does. All employees must pass a security and employment reference check, swear they are not employed as tax collectors or assessors or law enforcement officials and establish they have no felony convictions as adults. The Census Bureau employs a host of safeguards, such as electronic barriers and secure telephone lines, to block outside access to any confidential information in Census Bureau computers.

4. Identify areas and populations within City’s local jurisdiction that are least likely to respond, as identified in Task 1.2 of Exhibit A of the Agreement.
MOTIVATE

5. Eliminate the fear of completing the census questionnaire. Instill trust that the government is not legally permitted to use this data in a negative way. No one outside the Census Bureau is permitted to be given any information to link names to addresses on the census questionnaire.

6. Utilize trusted messengers and sources to encourage members of the public to participate in the census by completing their census questionnaire.

7. Where possible, the City should assess messaging efforts, outreach and tools.

ACTIVATE

8. Engage trusted messengers in trusted environments to help the public participate in the census.

9. Conduct and participate in community gatherings and other forums to rally the public to participate in the census.

10. Collaborate with other stakeholders and across sectors to activate the public to participate in the census process by filling out the census questionnaire.

C. APPLICABLE DOCUMENTS

Exhibits A, B, and C are attached to and form a part of this Agreement.

EXHIBIT A – STATEMENT OF WORK
EXHIBIT BBUDGET DETAIL AND PAYMENT PROVISIONS EXHIBIT
C – CALIFORNIA VOLUNTEER PLAN GUIDANCE LETTER

D. STRATEGIC OUTREACH DEVELOPMENT AND IMPLEMENTATION

The City shall design and implement a multi-faceted, multi-channel, multi-lingual cohesive strategic outreach plan to reach all census audiences within its jurisdiction. The overarching strategic plan should address broad census goals and objectives and specific outreach strategies, as well as integrate with other outreach efforts. The plan shall be submitted to the County Chief Executive Office as described in Exhibit A, Task 1.

E. AGREEMENT TERM

The Period of Performance (“Term”) of this Agreement will commence upon full execution of this Agreement through December 31, 2020. The City shall not
receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the County Contract Manager.

F. DISBURSEMENT OF FUNDS

Funds will be disbursed according to the schedule and requirements outlined in Exhibit B. To avoid duplication of efforts and/or misuse of funds, all funds provided by County pursuant to this Agreement, must be used to address existing gaps in census outreach.

City further agrees that funds from County pursuant to this Agreement shall be used for outreach focused on HTC populations in Los Angeles County, and shall be limited to the following approved activities:

1. Outreach Activities/Community Events to educate and/or encourage HTC populations to complete Census questionnaire

2. Purchase of outreach materials (flyers, t-shirts, usb’s, food for town halls, recycle bags, Census Kiosk)

3. Distribution of collateral/flyers

4. Translation/interpretation services

5. Media outreach

6. Form-filling assistance (town calls)

7. Workforce development – coordinate with U.S. Census Bureau to promote local hiring of Census enumerators. It is known that hiring locally for these critical jobs is an important factor in establishing trusted messengers that may impact the enumeration positively. Trusted messengers are individuals, groups, and/or organizations that hold an established position of trust in the community and include but are not limited to, ethnic media and community leaders who are positioned to share culturally appropriate messages for the purpose of promoting census engagement within communities.

City must obtain written permission from County prior to using funds for any activity not expressly included in this Agreement.
G.  **FINANCIAL RECORDS**

1. The City agrees to maintain satisfactory financial accounts, documents and records of expenditures and to make them available to the County for auditing. The City also agrees to retain such financial accounts, documents and records in compliance with the approved records retention policy of the City and for at least five (5) years following the expiration of this Agreement.

2. The City agrees to use a generally accepted accounting system. The City also agrees to maintain, and make available for County inspection and copying, accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.

3. At any time during the term of this Agreement or at any time within five (5) years of the expiration or prior termination of this Agreement, authorized representatives of the County may conduct an audit of City records for the purpose of verifying the appropriateness and validity of expenditures under the terms of this Agreement.

4. The City, within thirty (30) days of notification from the County of its audit findings, may dispute the audit findings in writing to the County and provide the County with records and/or documentation to support the expenditure claims. The County shall review this documentation and make a final determination as to the validity of the expenditures.

5. The City will provide the County's Chief Executive Officer within ninety (90) days after the end of the City's fiscal year ending in June 2021, a report itemizing actual expenditures funded by monies received pursuant to this Agreement.

6. It is understood and agreed that any County Funds paid to the City hereunder may only be used for the purposes specified in this Agreement. In furtherance of this understanding, it is agreed that should the County determine that any Funds paid to the City hereunder have been used for purposes other than those authorized by this Agreement, the City is required to immediately refund any such Funds to the County.

H.  **UNUSED OR MISUSED FUNDS OR PROPERTY**

1. If there are any unused funds at the expiration or termination of the Agreement, City shall promptly return any such funds to the County.

2. City shall not purchase any property that is not authorized by County as part of the Project. The County reserves the right to take possession of any property purchased with misused County funds as determined by the County if City fails to make timely repayment of such County funds.
3. Nothing contained in this Section F shall limit or prevent the County from taking any and all action to seek repayment of unused County funds or County funds that were not used in accordance with the terms of this Agreement.

I. TERMINATION

1. The County reserves the right to terminate this Agreement without cause upon sixty (60) days advance written notice to the City. City may submit a written request to terminate this Agreement only if the County should substantially fail to perform its responsibilities as provided herein.

2. The County may terminate the Agreement for cause. The term “for cause” shall mean that the City fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the termination of the Agreement shall be effective as of the date indicated on the County’s notification to the City. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County and all costs to the County shall be deducted from any sum due to the City under this Agreement.

3. Other than provided by Section I(2), Notice of termination shall be given, in writing, at least sixty (60) days in advance and shall be complete when delivered to either party.

4. The parties may agree to suspend or cancel the Agreement if the City or the County’s premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the City is unable to render service of any action by any governmental authority.

5. In the event of termination, the City will provide a detailed report of expenditures and the balance of the unexpended amount will be refunded to the County within thirty (30) days of the termination.

J. INDEMNIFICATION

The City agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (“County Indemnites”) from and against any and all liability, actions, causes of action, or expense of any kind, including, but not limited to, defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with the City’s participation in this Agreement, including any workers’ compensation suits, Federal Fair Labor Standards Act, State wage or hour law violations, liability, or expense, arising from or connected with services performed by or on behalf of the City by any person pursuant to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnites.
K. CONFLICT OF INTEREST

The City covenants that neither the City nor any of its agents, officers, employees, or sub-contractors who presently exercise any function of responsibility in connections with the Agreement has a personal interest, direct or indirect, in the Agreement, except to the extent he or she may receive compensation for his or her performance pursuant to this Agreement.

The City, its agents, officers, employees, and sub-contractors shall comply with all applicable federal, State, and County laws and regulations governing conflict of interest.

L. AMENDMENTS

1. Any change in the terms of this Agreement, including the performance period of the Agreement and any increase or decrease in the amount of the Agreement, which are agreed to by the County and the City shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

2. Such amendments shall be authorized subject to the approval of County Counsel as to form.

M. NOTICES AND APPROVALS

All notices and approvals shall be directed to and made by the following representatives of the parties:

1. To the County: Chief Executive Office
   Attn: Cheri Thomas
   Kenneth Hahn Hall of Administration, Room 745
   500 West Temple Street
   Los Angeles, CA 90012

2. To the City: City Manager
   Attn: Steve Carmona
   City of Pico Rivera
   6615 Passons Blvd.
   Pico Rivera, CA 90660

N. NONDISCRIMINATION

The City shall not discriminate against any person on the basis of race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or
mental handicap, medical condition, or place of residence in the use of the Funds paid to the City pursuant to this Agreement.

O. COMPLIANCE WITH THE LAW

The City shall comply with all applicable Federal, State, and County laws, regulations and policies in connection with its activities pursuant to this Agreement.

P. SEVERABILITY

If any provision of this Agreement, or the applicable thereof, is held to be invalid, that invalidity shall not affect other provisions or applications of the Agreement that can be given effect without invalid provision or application, and to this end the provisions of the Agreement are severable.

Q. RIGHTS AND REMEDIES NOT EXCLUSIVE

The rights and remedies of the County provided in any given paragraph, as well as throughout the Agreement, are not exclusive and are cumulative with any and all other rights and remedies under the Agreement, at law, or equity.

R. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and City.

S. EFFECTIVE DATE

The effective date of this Agreement shall be on the date this Agreement is executed by the County’s Chief Executive Officer.

T. ASSIGNMENTS AND SUBCONTRACTS

City shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void.

Any assumption, assignment, delegation, or takeover of any of City’s duties, responsibilities, obligations or performance of same by any entity other than City, whether through assignment, subcontract, delegations, merger, buyout, or any other mechanism, with or without consideration for any reason requires the County’s prior written approval. Failure to obtain such written approval shall be a material breach of this Agreement.

In the event City assign, delegates, or subcontracts its duties under this Agreement to an organization receiving, or scheduled to receive census outreach funds from
County, City must demonstrate how the duties and/or obligations considered are separate and distinct and that such assignment or subcontract will serve to fill an existing gap in Census outreach.

U. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

City shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. City’s violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

V. COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

City acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (https://ceop.lacounty.gov/wp-content/uploads/2018/03/PolicyOfEquity.pdf). The City further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The City, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the City, its employees or its subcontractors to uphold the County’s expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the City to termination of contractual agreements as well as civil liability.
IN WITNESS WHEREOF, the City has executed this Agreement, or caused it to be duly executed by its authorized representative, and the County of Los Angeles by order of its Board of Supervisors, has delegated to its Chief Executive Officer the authority to execute this Agreement on its behalf on the date and year written below.

“CITY”
CITY OF PICO RIVERA

___________________________
Steve Carmona, City Manager

___________________________
Anna M. Jerome, City Clerk

___________________________
Arnold M. Alvarez-Glasman, City Attorney

COUNTY OF LOS ANGELES

___________________________
Sachi A. Hamai, Chief Executive Officer

___________________________
Mary C. Wickham
County Counsel

By: ________________________

___________________________
Principal Deputy County Counsel

Dated:

APPROVED AS TO FORM FOR THE COUNTY:

___________________________

Date
RESPONSIBILITIES & REQUIREMENTS
A Council resolution, order, motion, ordinance or similar document shall be received by the County before the parties can enter into a valid subaward Agreement. A list of all tasks and deliverables are set forth below.

<table>
<thead>
<tr>
<th>Administrative Requirement - Board Resolution</th>
</tr>
</thead>
<tbody>
<tr>
<td>The City is required to have a legally binding resolution, order, motion or ordinance or similar document from the City Council authorizing execution of the agreement.</td>
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</table>

<table>
<thead>
<tr>
<th>Task 1 -- Strategic Implementation Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>In order for City to directly receive its census funding allocation, by the City must provide the County with the City’s Strategic Implementation Plan, which shall address subtasks 1.1 through 1.8. The County’s Chief Executive Office must approve (in writing) the Strategic Implementation Plan.</td>
</tr>
</tbody>
</table>

| 1.1 Outreach Plan – City shall provide a plan that includes a local, grassroots approach to reaching the least likely to respond with specific strategies, tactics and timeline(s), as well as description of specific collaboration(s), partnership(s), and leveraging of resources to achieve the highest self-response rate on the census 2020 questionnaire. Further components are listed below: |

<table>
<thead>
<tr>
<th>1.2 Approach – City shall describe its approach to outreach, including:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Identification of least likely to respond areas and populations vis-a-vis census blocks within the local jurisdiction (to locate the census blocks within your City that qualify as HTC based on the CA-HTC Index and/or the U.S. Census Bureau’s Low Response Score (LRS) please refer to the following link: <a href="http://arcgis/1PyCTz">http://arcgis/1PyCTz</a>).</td>
</tr>
<tr>
<td>• specific strategies, tactics and timelines to educate motivate and activate City’s HTC areas/populations</td>
</tr>
<tr>
<td>• how City will utilize partnerships and leverage resources via approved activities/expenditures to achieve the highest self-response rate on the 2020 Census Questionnaire.</td>
</tr>
</tbody>
</table>

| 1.3 Partnership Coordination -- City shall provide a plan showing its integrated and coordinated approach working with the US Census Bureau, the California Complete Count Committee, the County Complete Count Committee, schools, community-based organizations, and other civil society organizations to avoid duplication and to identify methodology to address gaps. |

| 1.4 Language Access Plan – There are over 200 non-English languages spoken across the County. City shall provide a plan that includes strategies, tactics and resources, including partnerships, to address language access in the local jurisdiction. City’s plan must be consistent with the requirements of |

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
</table>
| 1.5 | Budget – City shall provide a budget proposal for the City’s allocated funding provided by the County including, but not limited to:  
- Administrative costs (not to exceed 5% of total allocation)  
- Outreach (e.g. events, meetings, materials, etc.)  
- Media |
| 1.6 | Volunteers – City agrees that if City intends to utilize volunteers pursuant to this Agreement, such use of volunteers must abide by State requirements as indicated in Exhibit C, regarding the use of volunteers during 2020 Census outreach. |
| 1.7 | Timeline of activities during the term of this contract. |
| 1.8 | City shall describe its intention to measure results throughout the contract. City shall include specific details in its Strategic Implementation Plan such as:  
- Accountability Measures  
- Data to be collected – Type and Quantity  
- Evaluation Methodology/Approach |

**Task 2 – Activities Report**

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.0</td>
<td>Immediately upon contract execution, City shall submit on a monthly basis, an Activities Tracking Sheet documenting any events held and/or expenditures completed made using funds obtained pursuant to this Agreement.</td>
</tr>
</tbody>
</table>

**Task 3 - Written Progress Report**

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
</table>
| 3.0 | No later than February 14, 2020, City shall submit a written report to County which must include:  
- Completed Activities Tracking Sheets so that information is prepared for SwORD data uploads,  
- Language access plan updates  
- Calendar and event updates  
- Budget Update  
- Other criteria to be determined by the County (e.g. Activity Summary, Deliverable Status, Concerns/Issues) |

**Task 4 - Final Report**

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.0</td>
<td>A final report is due on <strong>August 31, 2020</strong>. At a minimum, the final report shall include:</td>
</tr>
<tr>
<td></td>
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<tr>
<td>--------------------------------</td>
<td>-------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>• Local response outcome including specific self-response rate</td>
</tr>
<tr>
<td></td>
<td>• Detailed report on strategies, tactics and timeline(s) used throughout the outreach campaign</td>
</tr>
<tr>
<td></td>
<td>• Lessons learned and best practices that may inform subsequent census outreach efforts in the local jurisdiction</td>
</tr>
<tr>
<td></td>
<td>• Evaluations, criteria used and further recommendations for 2030</td>
</tr>
</tbody>
</table>
1. **INVOICING AND PAYMENT**

Cities with allocations less than $10,000.00 will receive their full allocation following County approval of Strategic Implementation Plan.

Cities will allocations greater than $10,000.00 will receive funds in increments. Following satisfactory completion of the milestones outlined below, and upon receipt and approval of the appropriate invoice, the County agrees to compensate the City in accordance with the rates/costs specified herein.

**BREAKDOWN OF PAYMENT**

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Payment Percentage</th>
<th>Payment Amount</th>
<th>Anticipated Payment Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Strategic Implementation Plan</td>
<td>50%</td>
<td>$</td>
<td>Upon County Approval</td>
</tr>
<tr>
<td>Progress Report</td>
<td>40%</td>
<td>$</td>
<td>Upon County Approval</td>
</tr>
<tr>
<td>Final Report</td>
<td>10%</td>
<td>$</td>
<td>August 31, 2020</td>
</tr>
</tbody>
</table>

**Total Contract:**

The City will become eligible for the funds described above following the satisfactory completion of each milestone outlined above. Prior to disbursement, the City must submit an invoice for reimbursement pursuant to Exhibit B, Section 1A. In no event shall the City request or be entitled to reimbursement from the County for obligations entered into or for cost(s) incurred prior to the effective date or after this Agreement terminates.

A. The City shall submit invoices, in accordance with the payment schedule above. Each line item listed on invoice must represent an allowable or approved expenditure. Invoices must include the following:

1) Agreement number;
2) Invoice number;
3) Invoice date;
4) Invoice total;
5) City’s remittal address;
6) Billing and/or performance period covered by invoice;

B. Invoices shall be submitted physically to the address listed below:

**County of Los Angeles – Chief Executive Office**

**500 W. Temple Street, Room 723**

**Los Angeles, CA 90012**

**Attn: Cheri Thomas**
2. BUDGET CONTINGENCY

A. It is mutually agreed that if the State’s Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any funds whatsoever to the City or to furnish any other consideration under this Agreement, and the City shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the State’s Budget Act for purposes of this program, the County shall have the option to either cancel this Agreement with no liability occurring to the County or offer an agreement to the City to reflect a reduction in the amount.

3. TIMELY SUBMISSION OF FINAL INVOICE

A. A final undisputed invoice that is clearly marked “Final Invoice” shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Agreement.

B. If the County disputes the Final Invoice or any item in the Final Invoice, the County shall provide written notice to the City describing the reason or reasons the County’s disputes the Final Invoice, and the City shall be required to submit a corrected Final Invoice to the County no later than ten (10) calendar days after the date the City received the County’s written notice.

C. If the City fails to submit a corrected Final Invoice within the time required, or if the City’s corrected Final Invoice fails to correct the disputed item, the County shall have the right to elect to deny payment of the disputed item and pay only the undisputed amounts under the Final Invoice.

D. The County may, at its discretion, choose not to honor any final invoice submitted after the deadline specified in Exhibit B, above if the City fails to obtain prior written County approval of an alternate Final Invoice submission deadline.
To: Mayor and City Council
From: City Manager
Meeting Date: January 14, 2020
Subject: A RESOLUTION APPOINTING A MEMBER AND ALTERNATES TO THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY (GWMA) GOVERNING BOARD FOR THE ONGOING TERM ENDING ON SEPTEMBER 30, 2021

Recommendation:

1. Adopt a resolution appointing Public Works Deputy Director/City Engineer, Monica Heredia as a Board Member, Luis Osuna and Kenner Guerrero as alternates, to the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) Governing Board for the ongoing term ending September 30, 2021.

Fiscal Impact: None.

Discussion:

The Los Angeles Gateway Region Integrated Regional Water Management (GWMA) is a Joint Powers Authority comprised of 25 cities and 3 water agencies that has a focus on integrating regional watershed activities such as water supply, recycled water, storm water, conservation measures and wastewater. GWMA is managed by a Board that is regulated by the Brown Act and convenes once per month. The Board is primarily made up of technical representatives who have expertise in water and storm water policies and programs. According to the new GWMA bylaws, Agency representatives must be appointed by resolution to participate as voting members in GWMA Board Meetings.

The GWMA was formed in 2007 in response to the passage of two voter approved water bonds, Proposition 50 (2002) and Proposition 84 (2006). In March 2009, the City Council adopted Resolution No. 09-21 to join the GWMA. GWMA is responsible for the regional water planning needs of the 2 million people that reside in the Gateway Region. More specifically, GWMA provides a means to collaborate with the region to organize and coordinate economical and efficient water management activities, receive state and federal funding not available to individual government entities, tailor legislative and
advocacy work to meet the needs of the Gateway communities, share information and develop regional best practices, and other water related functions.

All non-Legislative Body appointments to the GWMA Board must be done by resolution. Legislative Body appointments may be done by minute order. GWMA Board Members and alternate Board Members serve two-year terms beginning October 1st of each odd-numbered year and concluding on September 30th two years later and must be reappointed by the agency prior to completion of term appointment.

The resolution (Enclosure 1), would designate a Board Member and alternate Board Member(s) to serve continuously across successive two-year terms such that the governing body need not re-appoint the same persons to the GWMA Board every two years, unless the governing body desires to changes its designated Board Member and/or alternate Board Member or must otherwise fill a vacancy.

**Conclusion:**

Staff recommends adoption of a resolution to accept the automatic re-appointment of board members and alternates appointed in office as of September 30th of an odd numbered year for the following full two-year term without further action of the Member agency’s legislative body, unless the Member agency provides written notice of an alternate Board appointee prior to October 1st of that year. In conformance with the revised bylaws, the appointment of Monica Heredia, Public Works Deputy Director/City Engineer, as the City’s representative on the Board of the GWMA is recommended. Luis Osuna, Assistant City Engineer and Kenner Guerrero, Associate Engineer, are recommended as alternates.

Steve Carmona

SC:MH:lg

Enclosures: 1) Resolution   
2) GWMA By-Laws
RESOLUTION NO. ________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPOINTING A MEMBER AND ALTERNATE(S) TO THE GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY (GWMA) GOVERNING BOARD

WHEREAS, the Los Angeles Gateway Region Integrated Water Management Joint Powers Authority (GWMA) was formed in 2007 in response to the passage of two voter approved water bonds; Proposition 50, passed in 2002 and Proposition 84, passed in 2006; and

WHEREAS, the City of Pico Rivera is a member of the GWMA; and

WHEREAS, under the GWMA Joint Powers Agreement, each member agency shall appoint one Member and one Alternate Member to the Governing Board and under the GWMA Bylaws may appoint three additional Alternate Members; and

WHEREAS, pursuant to the GWMA Bylaws, the Member and Alternate Members appointed by this resolution shall hold office until September 30, 2021.

WHEREAS, pursuant to the GWMA Joint Powers Agreement and the GWMA Bylaws, the Member and Alternate Member(s) shall serve two-year terms beginning October 1st of each odd-numbered year.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pico Rivera as follows:

SECTION 1. Monica Heredia (Public Works Deputy Director/City Engineer) is appointed to serve as the GWMA Board Member representing the City of Pico Rivera.

SECTION 2. Luis Osuna (Assistant City Engineer) and Kenner Guerrero (Associate Engineer) are appointed to serve as alternate Board Members representing the City of Pico Rivera.

SECTION 3. The Board Member and alternate Board Member(s) designated above shall continue in their respective positions as if re-appointed for each successive two-year term, unless the Board Member or alternate Board Member(s) is replaced by subsequent action of this legislative body or he or she ceases to be employed by the agency.

SECTION 4. The City Clerk shall certify to the adoption of this resolution, and hereafter the same shall be in full force and effect.

[Signatures on the following page]
APPROVED AND PASSED this 14TH day of January, 2020.

_________________________________
Gustavo V. Camacho, Mayor

ATTEST:  APPROVED AS TO FORM:

_________________________________
Anna M. Jerome, City Clerk

_________________________________
Arnold M. Alvarez-Glasman, City Attorney

AYES:  NOES:  ABSENT:  ABSTAIN:
BYLAWS
OF
THE LOS ANGELES GATEWAY REGION
INTEGRATED REGIONAL WATER MANAGEMENT
JOINT POWERS AUTHORITY
EFFECTIVE SEPTEMBER 12, 2019

ARTICLE 1. AUTHORITY

Section 1. Authority. These bylaws are adopted pursuant to the authority of Section 6(e)(8) of the Joint Powers Agreement (“Agreement”) of the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (“Authority”).

ARTICLE 2. MEMBERS OF THE BOARD OF GOVERNORS

Section 1. Board Member Term of Office. The term of office for Board Members and Alternate Board Members (collectively “Board Member” or “Board Members”) of the Governing Board (“Board”) shall commence on October 1st of each odd-numbered year and terminate on September 30th two years later. The terms of all Board Members of the Governing Board shall run consecutively and shall not be staggered.

Section 2. Appointment to Fill Vacancy. Board Members appointed to fill a vacancy on the Board shall hold office for the remainder of the unexpired term.

Section 3. Manner of Appointment. A Member agency may appoint a member of its legislative body to the Board by minute action. Alternatively, a Member agency may appoint persons other than a member of the Member agency’s legislative body to the Board only by adoption of a resolution. A current Board appointee in office as of September 30th of an odd numbered year is presumed to be his or her Member agency’s Board appointee for the following full two-year term without further action of the Member agency’s legislative body, unless the Member agency provides written notice of an alternate Board appointee prior to October 1st of that year.

Section 4. Only Individuals can be Appointed to the Board. Member agencies must appoint Board Members by name and not by position or title.

Section 5. Board Members and Alternate Board Members. Each Member Agency may not appoint more than one Member and three Alternate Members.

Section 6. Requirement that a Board Member be an Employee or Officer of a Member Agency. Each member of the Board must be an officer or employee of a member agency and cannot be an employee or owner of a private business providing engineering or consulting services to a member agency regardless of whether the individual is an officer of a member agency.
Section 7. **Current Terms of Office.** Persons holding office on the date these Bylaws are amended who no longer satisfy the membership criteria shall hold office until they resign, are removed or their terms expire and their successors are appointed.

Section 8. **Amendment of Bylaws.** These bylaws can be amended by the affirmative vote of a majority of the Board Members.
To: Mayor and City Council
From: City Manager
Meeting Date: January 14, 2020
Subject: ANNUAL SIGNING AND STRIPING IMPROVEMENTS PROJECT (CIP NO. 50020) – AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION

Recommendation:

1. Approve Specifications and Estimate for the Annual Signing and Striping Project (CIP No. 50020) 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, in accordance with the California Environmental Quality Act (CEQA).

Fiscal Impact:

Funding for this project totaling $100,000 (Measure R, Fund No. 207) was appropriated as part of the Fiscal Year 2019-20 adopted budget. Additional Measure R funding may be needed at award of construction after actual bids are received for this project. No additional funding is been requested at this time.

Discussion:

The Capital Improvements Program (CIP) includes funding for improvement and rehabilitation of roadway signing and striping on an annual basis. Signing and striping improvements consist of removing and replacing existing roadway signage, restrriping existing roadway markings, including worn and faded legends and crosswalks. New striping is completed using thermoplastic, a more durable type of roadway paint. Installation of raised pavement markers per Caltrans standard details is also included to increase safety and visibility during inclement weather and low-light conditions.

Staff evaluated the condition of existing pavement markings on major arterials throughout the City. Based on the evaluation, Paramount Boulevard from Beverly Boulevard to Gallatin Road and Gallatin Road from Paramount Boulevard to Rosemead Boulevard were selected as the highest priority based on their condition and the amount of vehicular traffic on these roads. Also, in an effort to increase public safety, promote active transportation and introduce traffic calming measures along these two road
sections, staff proposes the addition of a bike lane which will require the removal of a travel lane in each direction. The proposed improvements also include additional signage, installation of rubber wheel stops along the curve between Paramount Boulevard and Gallatin Road, striped center median along Gallatin Road while maintaining the much needed parallel parking on both roads. Staff developed specifications and contract documents that are available in the Public Works Department for review. The proposed improvements were presented to the public at two (2) separate public outreach meetings where comments and suggestions were received.

The anticipated schedule is as follows:

- Award Construction……………………… March 2020
- Start Construction………………………. April 2020
- Complete Construction…………………… May 2020

Environmental Analysis:

The project has been reviewed for environmental compliance. Pursuant to the guidelines of the California Environmental Quality Act, the Signing and Striping Improvements Project is categorically exempt under Class 1 Section 15301(c) for existing facilities (Enclosure 1). Under CEQA, a project is exempt if the scope of work is limited to the repair, maintenance, reconstruction or minor alterations of an existing street.

Conclusion:

Approval from the City Council is necessary to advertise the project for construction bids. The construction management and inspection will be provided by the Department of Public Works, Engineering Division staff.

Steve Carmona

SC:MH:NC:lg

Enclosure: 1) Notice of Exemption
Notice of Exemption

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044
County Clerk
County of: Los Angeles
12000 Imperial Highway
Norwalk, CA 90650

From: (Public Agency); City of Pico Rivera
6615 Passons Blvd
Pico Rivera, CA 90660

Project Title: CIP No. 50020 Annual Signing and Striping Improvement Project

Project Applicant: City of Pico Rivera

Project Location - Specific:
Paramount Blvd from Beverly to Gallatin & Gallatin Rd from Paramount to Rosemead

Project Location - City: Pico Rivera Project Location - County: Los Angeles

Description of Nature, Purpose and Beneficiaries of Project:

Removal and re-configuration of existing striping and signs.

Name of Public Agency Approving Project: City of Pico Rivera

Name of Person or Agency Carrying Out Project: Monica Heredia, P.E., Deputy Director (City Engineer)

Exempt Status: (check one):

☐ Ministerial (Sec. 21080(b)(1); 15269);
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
☐ Categorical Exemption. State type and section number: Class 1 - Section 15301 (c)
☐ Statutory Exemptions. State code number:

Reasons why project is exempt:

Pursuant to the guidelines of the California Environmental Quality Act (CEQA), this project is categorical exempt under section 15301, Class 1 (c) for existing facilities as the scope of work is limited to transit striping improvements for the addition of bicycle lanes.

Lead Agency
Contact Person: Monica Heredia, P.E. Area Code/Telephone/Extension: 562-801-2436

If filed by applicant:
1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: _______________________________ Date: __________ Title: Deputy Director (City Engineer)

☐ Signed by Lead Agency ☐ Signed by Applicant


Date Received for filing at OPR: __________

6a
To: Mayor and City Council

From: City Manager

Meeting Date: January 14, 2020

Subject: INSTALLATION OF TRAFFIC CONTROL DEVICES – TRAFFIC SAFETY

Recommendation:

1. Receive and file.

Fiscal Impact:

The recommended safety improvements will be installed as part of the Annual Signing and Striping Capital Improvement projects with Measure R (Fund 207) funding. Additional funding is not needed at this time.

Discussion:

The Public Works Department receives requests to consider new traffic control devices to resolve traffic issues at various locations in the City. Traffic control devices are installed at locations where they are deemed warranted per the California Vehicle Code (CVC) and the California Department of Transportation Manual of Uniform Traffic Control Devices (CA-MUTCD). On May 24, 2011, the City Council approved a resolution giving the City Manager the authority to approve the installation of traffic control devices based 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. A summary of the changes that will be made is as follows:

Stop Sign – Rosemead Boulevard Frontage Road and Bradhurst Street

The City received requests for installation of stop control measures at the intersection of Rosemead Boulevard, Frontage Road and Bradhurst Street from concerned residents due to motorists traveling southbound on the Frontage Road turning eastbound onto Bradhurst Street, and not yielding to traffic.

In response to residents’ concerns, a traffic study was conducted by Elie Farah, Inc., the City’s on-call traffic engineer. The traffic study evaluated site-specific conditions, such as sight distance, intersection geometrics, and physical obstructions as well as accident
history of the street segment. A site distance analysis and field review was conducted at the intersection. Analysis and data collected for the study is provided in Enclosure 1.

Site distances analyzed at the intersection were adequate; however, a field review of the geometrics of the intersection observed conflicts of opposing vehicle turning movements at the intersection. Vehicles traveling northbound on Rosemead Boulevard turning onto eastbound Bradhurst Street have a limited time to react to the vehicles traveling southbound on the Frontage Road and turning eastbound onto Bradhurst Street, as motorist may not stop prior to turning due to the lack of stop control measures along the Frontage Road as it intersects with Bradhurst Street.

Due to turning movement conflicts along the Frontage Road at the intersection with Rosemead Boulevard and Bradhurst Street, installation of a stop sign on the southbound Frontage Road right of way would be beneficial for a safer and orderly operation of the intersection.

**Conclusion:**

Placement of official traffic control devices on public streets is guided by the CVC and CA-MUTCD. Section 2B.04 of the CA-MUTCD provides justification for stop sign installations using engineering judgment to establish intersection control based on the following: vehicular, bicycle or pedestrian traffic, angle of approaches, approach speeds, sight distance, and/or crash experience.

Based on the field review of the intersection geometrics, staff recommends installation of a stop sign and pavement markings at the southbound approach of the Rosemead Boulevard Frontage Road and Bradhurst Street intersection as recommended in the traffic study.

The recommended safety improvements will be installed as part of the Annual Signing and Striping Capital Improvement projects with Measure R (Fund 207) funding.

Steve Carmona

SC:MH:KG:lg

Enclosure: 1) Traffic Study
INTRODUCTION

At the request of the City, Elie Farah, Inc. has conducted a review of traffic conditions along Rosemead Blvd and Bradhurst St in the City of Pico Rivera. A resident has expressed concerns about motorists traveling south on the frontage road turning left onto Bradhurst St and not stopping, and thus, there are conflicts with those entering the Frontage Road from Rosemead Blvd. As a result, an existing conditions review was conducted for the intersection and a review of accident history for the last 3 years was compiled. Figure 1, illustrates the existing vicinity map.

EXISTING CONDITIONS

Bradhurst St is considered a local street about 36’ wide with 1 lane in each direction and parking on both sides of the street with no centerline striping. Bradhurst Street intersects the Frontage Road and Rosemead Blvd at one location. At its intersection with the Frontage Road, there is no stop sign for the westbound traffic but immediately after that, the intersection of Rosemead Boulevard and Bradhurst Street has a stop sign for the westbound traffic, but no stop sign from Rosemead eastbound onto Bradhurst St. There are no posted speed limits on Bradhurst Street near the intersection.
Bradhurst St looking west onto the Frontage road and Rosemead Blvd

The Frontage Road runs parallel to Rosemead Blvd and is also considered a local street about 28’ wide with 1 lane in each direction and no center lane striping. There is a sidewalk on the east side of the street. There is no parking allowed on the west side of the street, and restricted parking is allowed the east side of the street. There is no STOP sign for the southbound traffic at its intersection with Bradhurst St. There are no posted speed limits on the street.

Frontage Road looking south towards Bradhurst St and Rosemead Blvd
EXISTING DATA COLLECTION

As part of the review of local conditions, accident history was conducted along Bradhurst St and the Frontage Road.

Accident Summary (2016 to 2018)

An accident investigation was conducted reviewing the last 3 available years from SWITRS (Statewide Integrated Traffic Records System) records for the City of Pico Rivera for the studied intersection of the Frontage Road and Bradhurst St. There was one reported accident along this section of roadway over the last 3 years.

Accident Summary:

2018: 0 accidents
2017: 1 accidents
2016: 0 accidents

LINE OF SIGHT AT INTERSECTION OF BRADHURST ST / ROSEMEAD BLVD/ AND FRONTAGE ROAD

At side street crossings, sight distances and decision time allow motorists to observe the movement of another motorist for a long enough period to accurately determine the approaching vehicles speed and direction and to react accordingly.

If the motorist has only a brief moment to observe an oncoming car’s speed and direction, he or she may not be able to react accordingly and avoid collisions.

To allow drivers to perceive, react, and safely stop, a minimum stopping sight distance must be available per Table 1 below. Stopping sight distance is defined as the sum of two distances (AASHTO, Green Book):

1. Reaction distance—the distance traveled by the vehicle from the instant the driver sees an object necessitating a stop to the instant the brakes are applied; plus
2. Braking distance—the distance traveled by the vehicle from the instant brake application begins to the instant when the vehicle has come to a complete stop.

<table>
<thead>
<tr>
<th>Design Speed (mph)</th>
<th>Brake reaction distance (ft)</th>
<th>Braking distance on level (ft)</th>
<th>Stopping Sight Distance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Calculated (ft)</td>
</tr>
<tr>
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<td>91.9</td>
<td>60.0</td>
<td>151.9</td>
</tr>
</tbody>
</table>

Per AASHTO’s guidelines, for a roadway with a posted speed of 25 mph, the sight distance is 155 feet.

Note: Brake reaction distance predicated on a time of 2.5s and deceleration rate 11.2 ft/sec²
CRITERIA FOR DETERMINING IF STOP CONTROL IS WARRANTED

Traffic control devices work in concert with the basic “rules of the road” contained in traffic laws and ordinances. The California Manual of Uniform Traffic Devices (CAMUTCD) describes applications, warrants, and placement of STOP signs (R1-1). The STOP sign is a regulatory device that is used when traffic is required to stop. STOP signs are used to assign right-of-way at an intersection.

Since a STOP sign causes inconvenience to motorists, it should be used only where warranted. The placement of these signs is dictated by engineering judgment and based on guidelines found in the CAMUTCD and CVC. The City’s criteria for determining if two-way or all-way stop control is warranted is based on a number of factors as set by the CAMUTCD. These factors include minimum volumes on each of the street approaches, accident investigation, speed of traffic, number of pedestrians and potential sight obstructions.

As a part of this study, a field review was conducted. The sight distance as described in Table 1 above is adequate; However, the uncertainty of the opposing vehicle movements creates some confusion. Based on the sight analysis and field review conducted it was determined that:

Vehicles traveling northbound on Rosemead Blvd and then turning eastbound (right) on Bradhurst St have a limited time to react to the vehicles traveling southbound on the Frontage Road and then turning left (easterly) on Bradhurst St that may not stop before making the turn because there is no Stop Sign along the Frontage Road as it intersects with Bradhurst St.

Similarly Vehicles traveling westerly on Bradhurst St have a limited time to react to vehicles traveling southbound on the Frontage Road and then turning left (easterly) on Bradhurst St.

Lastly, vehicles traveling southbound on the Frontage Road and then and then turning left (easterly) on Bradhurst St have a limited time to react to vehicles traveling northbound on Rosemead Blvd and then turning right (eastbound) on Bradhurst St and possible left on the Frontage Road.

Due to the geometrics of the Frontage Road at the intersection with Rosemead Blvd and Bradhurst St, the addition of a Stop sign on the southbound Frontage Road would be beneficial for a safer and orderly operation of that intersection.

The following provides justification from the California Manual of Uniform Traffic Control Devices and the California Vehicle Code:

a. Use of Engineering judgement to establish intersection control based on; vehicular, bicycle or pedestrian traffic; angle of approaches; approach speeds; sight distance, and/or crash experience. CAMUTCD Section 2B.04.

b. “A local authority may adopt rules and regulations by ordinance or resolution providing for the placement of a stop sign at any location on a highway under its jurisdiction where the stop sign would enhance traffic safety.” CVC 22450.

c. The need to Controlling the direction that has the best sight distance from a controlled position to observe conflicting traffic. CAMUTCD 2B.07
Recommended Improvements:

During a site review it was observed that some vehicles traveling southbound on the Frontage Road did not wait or stop as they turned eastbound (Left) onto Bradhurst St.

In order to improve the operation of the intersection of the Frontage Road at Bradhurst St/Rosemead Blvd, it is recommended that a STOP sign with a stop bar be installed on the Frontage Road southbound at its intersection with Bradhurst St. as shown in Exhibit 1 below.

The following are the list of recommended improvements:

1. Install STOP line, STOP pavement legend, and “STOP” (R1-1) sign on the Frontage Road as it approaches the intersection with Bradhurst St.
2. To optimize the visibility of the STOP sign, red reflective strips may be mounted below the STOP signs on the front and back of each post (CAMUTCD 2B.10).

EXHIBIT 1 -RECOMMENDED STOP SIGN, STOP BAR AND STOP LEGEND AT THE INTERSECTION OF BRADHURST ST AND THE FRONTAGE ROAD
To: Mayor and City Council
From: City Manager
Meeting Date: January 14, 2020
Subject: CITYWIDE FIBER OPTICS MASTER PLAN (PROJECT NO. 50026) — AWARD PROFESSIONAL SERVICES AGREEMENT

Recommendation:

1. Award a Professional Services Agreement to HR Green Pacific, Inc. (HR Green) to develop and implement a Fiber Optics Master Plan (Project No. 50026) for an amount not-to-exceed $99,984 and execute an agreement in a form approved by the City Attorney;

2. Amend the Fiscal Year 2019-20 adopted budget by appropriating $59,984 in Measure R (Fund 207) to 207.40.4010.54500, and $40,000 in PRIME funds (Fund 560) to 560.40.4010.54500 to Project No. 50026; and

3. Amend the Fiscal Year 2019-20 adopted budget by appropriating an additional $20,000 in Measure R (Fund 207) to Account No. 207.40.4000.51100-50026 for the planning, coordination and engineering staff time costs incurred toward implementing this eligible project.

Fiscal Impact:

Amend the FY 2019-20 adopted budget and appropriate the requested $99,984 to Project No. 50026. Additionally, $20,000 in Measure R funds are being requested to fund the staff time and engineering efforts to plan, coordinate and complete the Fiber Optics Master Plan Project. The amount of $119,984 was not budgeted at the time the budget was adopted. This project will require the City Council to appropriate funds from fund balance in the Measure R (Fund 207) and PRIME funds (560). There is no impact to the General Fund.

Discussion:

This project will provide the City with expert guidance from a qualified consultant team to lead staff through the creation of a Fiber Optics Master Plan to guide the design, construction, implementation, maintenance, regulation, and funding of its fiber optics assets and related technologies. The driving questions behind the need for this plan are; where and how the City should develop its fiber optics network, identify all available
funding opportunities to do so, what options are available for the City to monetize its fiber optics assets and once developed how can the City utilize its fiber optics capacity within both the public and privately owned networks.

The City is currently undertaking several “Smart City” projects with a potential for a fiber optic component. The Master Plan should articulate a mission and vision that unifies these projects (and others) around its proposed fiber optics network. The following list will highlight the technology projects the City of Pico Rivera is currently pursuing and is interested in managing under a cohesive Fiber Optics Master Plan:

Utilities Master Plans Development
The City is updating its water, sewer and storm drain master plans in order to identify and prioritize projects to develop a capital improvement program. As part of the subsequent design phase, the City desires to identify “dig once” and/or joint trench opportunities to install fiber optics conduit during the construction of water, sewer and/or storm drain replacement projects to reduce the overall capital outlay associated with the installation of its own fiber optics network.

Traffic Management and Operations Center (TMOC) / Advanced Traffic Management System (ATMS)
The City is pursuing the necessary funding for the installation of an Advanced Traffic Management System (ATMS) to allow for the centralization and remote control of its traffic signals, cameras, message signs and other field devices. The TMOC is a building that houses the ATMS hardware and software components including large screen displays and the people monitoring them.

Currently, the City does not have a citywide communication system to carry control signals to and from traffic field devices. Out of the available types of interconnect communication media (wireless, cable and fiber optics), the City has selected fiber due to its flexibility to increase its bandwidth to adapt to ever-increasing data transmission needs to facilitate real-time communications between a wide variety of field devices and the ATMS. Fiber offers error-free transmission over longer distances, provides ease of handling, installing and testing, is more dependable, needs less maintenance compared to other media, and offers long term economic benefits.

Streetlight Acquisition and LED Conversion
The City is working with Southern California Edison (SCE) to acquire all streetlights within its geographic service territory and currently owns 141 High-Pressure Sodium (HPS) streetlights with an estimated 2,937 streetlights from SCE presently in ownership transition. Once this transition is complete, the City will own and maintain approximately 3,078 streetlights. The City would like to convert the above referenced HPS streetlights to light-emitting diode (LED) technology. All replacement LED fixtures are “Smart City” capable featuring seven-pin photocell receptacles enabling “plug and play”, real-time monitoring and other advanced adaptive control capabilities.
This is the first step towards upgrading the City’s urban lighting systems to promote energy conservation, public safety, connectivity and aesthetics. In addition, this will allow economic development opportunities such as smart parking, traffic management, Wi-Fi service, small cell deployment, electrical vehicle charging stations, and security surveillance among others. The City is aware of the strategic importance of its street poles to support Smart City initiatives and wants to determine the feasibility of connecting them to its proposed fiber optics network to support additional technologies.

On October 9, 2019, a Request for Proposal (RFP) was released on the City’s website through PlanetBids. On October 31, 2019, two (2) proposals were received.

A technical panel consisting of three (3) engineers, ranked the proposals using a qualifications-based selection criteria to rank the consultant. The selection criteria weighed a number of factors such as quality of the proposal, experience and qualifications of firm and designated project staff, references, project implementation plan, proposal pricing and overall responsiveness to the RFP.

HR Green will deliver a Fiber Optic Master Plan that includes the following key tasks:

- **Evaluate Existing Systems**: HR Green will create GIS base maps outlining city assets such as traffic signals, and city/anchor institution facilities that would benefit from fiber optic connectivity, and will provide a report of currently-available broadband service to residents and businesses.

- **Conduct Needs Assessment and Goal Setting**: HR Green will evaluate current city communication assets, define the needs of Pico Rivera, its anchor institutions and potential private sector partners, and work closely with staff and City Council to establish goals for the deployment of fiber optics.

- **Create Conceptual Design for Fiber Network**: HR Green will develop preliminary, high-level designs and cost estimates for the deployment of a Pico Rivera-owned fiber optic network.

- **Develop Strategy & Policy**: HR Green will work with staff and council to evaluate funding alternatives to reduce potential network deployment costs, evaluate partnership opportunities with the private sector and establish public policies to advance network deployment at least cost.

- **Establish Business Model & Financial Analysis**: Based on the Goals established by the Council, HR Green will evaluate the financial feasibility of publicly-owned and public-private-partnership (P3) models for community based broadband deployment.

- **Establish Phased Approach**: HR Green will develop a strategy under which a fiber optic network deployment could occur such that it maximizes community benefit while minimizing potential financial costs to Pico Rivera.
• Complete Fiber Optic Master Plan Report: HR Green will develop a written report and executive summary and present the overall findings of its study to staff and council.

**Conclusion:**

The intent of this study is to create preliminary estimates of the cost of a fiber optic network and to provide a strategy for future network deployment and understand the benefits, potential risks, costs and opportunities of deploying a community fiber optic network.

The Master Plan will quantify potential capital expenditures necessary based on the extent of the network and its service goals to the community, and will identify potential grants and other funding sources (including Public Private Partnerships) to reduce fiscal impacts to the City’s budget.

Staff determined that HR Green possesses the necessary technical resources to develop and implement the City’s Fiber Optics Master Plan. HR Green has expressed no concerns regarding successfully completing all master planning and ancillary activities requested in the RFP within the specified six (6) months from the notice to proceed. This project is anticipated to be completed in summer 2020.

Steve Carmona

SC:MH:LO:lg

Enclosure: 1) Professional Services Agreement
AGREEMENT NO. _______
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PICO RIVERA AND
HR GREEN PACIFIC, INC.

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Pico Rivera, a California municipal corporation (“City”) and HR Green Pacific, Inc. (“Consultant”). City and Consultant are sometimes hereinafter individually referred to as a “Party” and collectively referred to as “Parties.”

2. RECITALS

2.1 City has determined that it requires professional services from a consultant to develop a citywide fiber optics master plan.

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 December 3, 2019 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 December 3, 2019 proposal to City attached hereto as Exhibit “B.”

3.3 “Commencement Date”: January 15, 2020

3.4 “Expiration Date”: December 31, 2020

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the Parties or terminated in accordance with Section 22 below.

5. CONSULTANT’S SERVICES
5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of $99,984 Ninety-Nine Thousand Nine Hundred Eighty-Four ($99,984.00) unless specifically approved in advance, in writing, by City.

5.2 Consultant shall perform all work in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same place or similar locality.

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. 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 and registered to do business in the State of California pursuant to sections 2105 and 17708.02 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. Edward Barrett 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, except that any reuse or modification of written products shall be at the sole risk of the 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. If any state, federal, or local law requires mandatory copyright protection for Consultant’s work product, City shall comply with such laws to the extent feasible.

12. INDEPENDENT CONSULTANT

12.1 Consultant is, and shall at all times remain as to City, a wholly independent consultant. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.
12.2 The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

12.3 City shall not deduct from the Compensation paid to Consultant any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to Consultant. City shall have no responsibility to provide Consultant, its employees or subconsultants with workers’ compensation insurance or any other insurance.

13. **CONFIDENTIALITY**

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

14. **NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES**

No official or employee of the City shall be personally liable to Consultant in the event of any default or breach by City, or for any amount which may become due to Consultant.

15. **INDEMNIFICATION**

15.1 Consultant agrees to indemnify and hold harmless the City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers to the extent permitted by law from any loss, injury, damages, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, or any other cost caused by Consultant’s negligent or intentional conduct in its performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant’s commitment to indemnify and protect City as set forth herein.

15.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless 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 damages due to death or injury to any person and injury to any property caused by Consultant’s intentional or negligent acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subconsultants in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by City’s and expert witness fees and consultant fees.
15.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant’s failure to pay City promptly any indemnification arising under this Section 15 or related to Consultant’s failure to either: (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers’ compensation laws.

15.4 The obligations of Consultant under this Section 15 will not be limited by the provisions of any workers’ compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

15.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 15 from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, 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 subconsultants or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice and expert witness fees and consultant fees.

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

15.7 PERS ELIGIBILITY INDEMNITY. In the event that Consultant or any employee, agent, or subconsultant 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 subconsultants, 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
subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

16. **INSURANCE**

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

16.1.1 Commercial general liability, and Umbrella or Excess Liability Insurance covering all operations by or on behalf of Consultant providing insurance for bodily injury liability and property damage liability for the following and including coverage for:

16.1.1.1 Premises, operations, and mobile equipment
16.1.1.2 Products and completed operations
16.1.1.3 Broad form property damage (including completed operations)
16.1.1.4 Explosion, collapse, and underground hazards
16.1.1.5 Personal Injury
16.1.1.6 Contractual liability

in the amount of One Million Dollars ($1,000,000) per occurrence combined single limit; Two Million Dollars ($2,000,000) aggregate for products/completed operation; Two Million Dollars ($2,000,000) general aggregate (General aggregate must apply separately to Consultant’s work under this Agreement.); and Five Million Dollars ($5,000,000) umbrella or excess liability.

16.1.2 Automobile Liability Insurance for owned, hired and non-owned vehicles utilized by Consultant, its employees or subconsultants, in the amount of One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

16.1.3 Worker’s Compensation Insurance as required by the laws of the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than One Million Dollars ($1,000,000) per accident for bodily injury or disease.

16.1.4 Professional Liability Insurance against errors and omissions in the negligent performance of the work under this Agreement with
coverage limits of not less than One Million Dollars ($1,000,000) per occurrence of claim/ Two Million Dollars ($2,000,000) in the aggregate.

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

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

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

16.5 At all times during the term of this Agreement, Consultant shall maintain on file with City'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).

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

16.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. Consultant shall notify the City within 24 hours of any cancellation of its general liability or automobile policies shall not be canceled, limited, amended, or reduced in coverage amounts or allowed to expire without renewal until after 30 days' written notice to the City or after 10 days' written notice in the case of cancellation due to non-payment of premium.

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

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

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

16.11 Procurement of insurance by Consultant shall not be construed as a
limitation of Consultant’s liability or as full performance of Consultant’s duties to indemnify, hold harmless and defend under Section 15 of this Agreement.

16.12 If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

17. MUTUAL COOPERATION

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

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

18. RECORDS AND INSPECTIONS

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

19. PERMITS AND APPROVALS

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

20. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile, email, 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:
Steve Carmona, City Manager
City of Pico Rivera
PO Box 1016
6615 Passons Blvd.

If to Consultant:
Edward Barrett, Practice Leader
HR Green Pacific Inc.
8710 Earhart Lane SW
Cedar Rapids, IA 52404
21. **SURVIVING COVENANTS**

The Parties agree that the covenants contained in Sections 13, 15 and Paragraph 17.2 of Section 17, of this Agreement shall survive the expiration or termination of this Agreement.

22. **TERMINATION**

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

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

23. **ASSIGNMENT**

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

24. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

24.1 In the performance of this Agreement, Consultant shall not discriminate against any employee, subconsultant, or employment applicant 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 subconsultants, employees, and employment applicants are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

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

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

25. WARRANTIES

25.1 Each Party has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement, or been provided with an opportunity to receive independent legal advice and has freely and voluntarily waived and relinquished the right to do so. Each Party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such Party’s failure to perform under this Agreement.

25.2 In executing this Agreement, each Party has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever.

25.3 It is agreed that each Party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either Party has the full right and authority to fully commit and bind such Party to the provisions of this Agreement.

26. CAPTIONS

26.1 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.
26.2 Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

27. **NON-WAIVER**

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

27.2 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.

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

28. **COURT COSTS AND ATTORNEY FEES**

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 and expert witness fees, if any, and attorneys’ fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

29. **SEVERABILITY**

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

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

31. **COUNTERPARTS**

This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile or email transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the Party whose signature appears in the facsimile or email and shall be binding upon such Party in the same manner as though an originally signed copy had been delivered.

32. **ENTIRE AGREEMENT**

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

**TO EFFECTUATE THIS AGREEMENT,** the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.
“CITY”
CITY OF PICO RIVERA
NAME

______________________________ ___________________________________
Gustavo V. Camacho, Mayor George Wentz, West Region Practice Leader
Dated: ________________________ Dated: ________________________

ATTEST:

___________________________ ___________________________________
Anna M. Jerome, City Clerk Arnold M. Alvarez-Glasman, City Attorney

APPROVED AS TO FORM:
CITYWIDE FIBER OPTICS MASTER PLAN
Presented to the City of Pico Rivera

ED BARRETT
HR GREEN PACIFIC, INC.
1260 Corona Pointe Court, Suite 305
Corona, CA 92879
Main: 855.900.4742
Direct: 319.841.4395
ebarrett@hrgreen.com
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Cost Proposal (Separate Envelope)
October 31, 2019

Luis H. Osuna, PE
Senior Engineer
City of Pico Rivera
Public Works Department
6615 Passons Boulevard
Pico Rivera, CA 90660

Re: RFP for Citywide Fiber Optics Master Plan

By moving forward with the funding of a citywide Fiber Optic Master Plan, the City of Pico Rivera has shown a forward-thinking commitment to your community’s future.

Our team is nationally-recognized and will act as a seamless extension of Pico Rivera’s staff. Our team members come from municipal government and understand the need for open toolsets and fiscal accountability. HR Green Pacific (HR Green) believes will focus on four key issues by identifying specific solutions that address the community’s needs:

Evaluate Community Will and Address Risk: HR Green will leverage its proven understanding of municipal government and broadband to help you take a holistic approach and manage financial and operational risks.

Understand the Options & Possibilities: HR Green has helped create first-in-nation solutions for its partners by merging public policy, partnership opportunities and future-proofed architecture to create a platform for long-term success.

Align Funding: Our team consists of experienced municipal managers who understand how to attract grant funding to create valuable fiber assets for pennies on the dollar. We will create a funding roadmap to leverage Pico Rivera’s direct investments.

Collaborating on Details and Decisions: HR Green believes in open and full access to our shared data. Unlike some broadband feasibility consultants, you will be involved in the creation of your models… and have real-time access to test assumptions alongside our team.

Our team’s unique combination of municipal operations and fiber communications experience - coupled with a laser-like focus on establishing your community’s long-term vision - will deliver a solution that is cost-effective, schedule-sensitive, and localized to achieve your goals. Leading the project will be Edward Barrett, Practice Leader - Fiber & Broadband Services. His contact information is 319.841.4395 or ebarrett@hrgreen.com.

Sincerely,

HR GREEN PACIFIC, INC

George A. Wentz, PE
Vice President | Practice Leader - California
915.475.3601 | gwentz@hrgreen.com
INTRODUCTION AND EXECUTIVE SUMMARY

HR Green offers an unparalleled mix of analytics and creativity. For Pico Rivera, we have assembled an award-winning team that is uniquely experienced in fiber optics, possessing excellent stakeholder working relationships that can help guide the process and facilitate meaningful decision-making. As former municipal managers, we bring practical experience in data analysis, program management and consensus building. Their resumes begin on page 10.

GEORGE WENTZ, PE - Principal-in-Charge - Developed our Southern California practice by forging strong client relationships and mentoring a team that is highly respected throughout the industry
ED BARRETT - Project Manager - Leads our Fiber & Broadband team engagements in California, Iowa, Colorado, Texas, Illinois and Oregon
TIM JONASSON, PE - Assistant Project Manager - 30+ years of design, CIP management, city engineering, design management and construction management • City Engineer in multiple southern California cities
KEN DEMLOW - Smart Grid Task Leader - 20+ years • Experience in field construction installing fiber along with several FTTH projects • Nationally known for Smart Meters and Smart Grid industry knowledge
BILL HAYES, CBO - QA/QC - 18 years’ experience in supervision of daily operations of municipal departments throughout Southern California
DAVE ZELENOK, PE - Smart City Task Leader - 30+ years city engineering experience • National thought leader in fiber/broadband, Smart City applications and technology integration
KEN PRICE, CGCIO - Small Cell/5G Task Leader - 20+ years of experience managing projects in information technology, GIS, networks and telecommunications technologies
JOHN MERRITT, PE - Traffic Engineering Task Leader - 45+ years of diverse engineering experience, including fiber optic systems, ITS, transportation and traffic engineering

PROJECT SPOTLIGHT: LAGUNA BEACH

The City of Laguna Beach was very concerned about the impacts of the FCC’s new regulations to streamline the introduction of 5G wireless technology. The City had already received over 30 applications from multiple providers for new fiber installations. HR Green was engaged to provide an overview of new technologies that would impact community and telecommunications providers, how to comply with FCC orders, and a discussion of strategies to help address these new challenges. Read the story on page 5.

OUR VALUE PROPOSITIONS FOR THE CITY OF PICO RIVERA

Partnerships and Collaborations
Through our decades of work in Southern California, we have built relationships with service providers, local municipalities, County governments, State and Federal agencies, vendors and funding sources. Because we understand their processes and methodologies, those connections can help keep a complicated project on track

First-In-The-Nation Solutions
Our staff guides policy on the complex challenges of right-of-way management. We have developed new models to manage 5G/Small Cell deployment and public policy and aesthetic guidelines. We have created multi-purpose fiber networks built on traffic safety grant funding for pennies on the dollar, fueling Open Access broadband deployments.

Front-line Municipal Experience
Our team has led city governments just like Pico Rivera. This unique perspective helps us ensure that programs can be conceptualized in a thoughtful, achievable manner AND deployed in a way to minimize financial and operational risks.
HR GREEN PACIFIC, INC.
1260 Corona Pointe Court, Suite 305
Corona, CA 92879
Main: 855.900.4742
Web: www.hrgreen.com

EDWARD BARRETT
Project Manager
E: ebarrett@hrgreen.com
P: 319.841.4395

TIM JONASSON, PE
Assistant Project Manager
E: tjonasson@hrgreen.com
P: 951.332.6464 ext 119

Our Corporate Practice Areas

Combining creativity with reliability to deliver staff augmentation and consulting services that include municipal engineering, building & code, fiber & broadband, small cell 5G, Smart Cities and program management.

Meeting a community’s mobility and infrastructure needs with project design, construction, funding, innovative geometry, environmental sensitivity, sustainability and aesthetics.

Helping clients achieve reliable, cost-effective, and forward-thinking solutions for potable and process water, wastewater, and water resources management.

Unifying engineering, surveying, construction, land planning, and landscape architecture consultants into a single, integrated team that can take a project from concept to ribbon cutting.

Bringing experienced construction professionals to bridges, roads and highways; storm and sanitary sewers; water distribution systems; water treatment facilities; wells, pumps and lift stations; and wastewater facilities.

Our Story

Established in 1913, HR Green, Inc., is an employee-owned engineering and consulting firm. With 16 offices in eight states, including one in Corona, we collaborate across geographies and markets to provide technical and strategic solutions that connect and shape communities.

One of America’s longest operating design firms, HR Green is consistently ranked among ENR’s Top 500 Design Firms in the United States.

HR Green’s Fiber & Broadband team have been featured speakers at dozens of municipal conferences and have published articles and papers and on latest in emerging technologies. We bring to you decades of experience in Smart City, Smart Grid, Fiber, Broadband and Small Cell 5G best practices.

Our Capabilities in Broadband | Fiber | Small Cell/5G | Smart Cities

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## Small Cell 5G | Broadband | Fiber Project Experience

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HR Green assisted has assisted El Paso County with the creation of a county-wide Broadband Strategic Plan. While the County Seat of Colorado Springs is well-served in one of five commissioner districts, there are frequent complaints by residents in the County’s unincorporated rural areas and its more rural towns and cities. Commissioners authorized the study and the creation of a strategic plan in order to evaluate the County’s wired and wireless infrastructure and to develop a long-term plan to address improvements in order to remain economically competitive and viable.

The highlights of this study included a major public involvement initiative that surveyed residents and businesses, and included outreach to Potentially Affected Institutions (PAIs) to determine the extent of issues across this geographically and economically-diverse county. HR Green conducted more than 80 hours of outreach with these groups to help the commissioners develop a Vision for the County’s role in solving identified challenges.

The study was created in nine months. The resultant Strategic Plan established the County’s role and create a roadmap for the County to facilitate future improvements that benefit the County and region, including the creation of a multi-agency backhaul route with local and state DOT partners.

RESULTS:
Cities of Manitou Springs, Woodland Park, and Green Mountain Falls are preparing to receive 5G speed broadband via wireline / wireless infrastructure.
THE ISSUES:
Due to the artistic and aesthetic characteristics of the City, the community was very concerned about the impacts of the FCC’s new regulations to streamline the introduction of 5G wireless technology. The City had already received over 30 applications from multiple providers for new fiber installations that are pending final approval from the Public Works Department. The Community Development was currently processing entitlement applications for nine small wireless facilities under the new “shot clock” federal requirements. Based on preliminary discussions with industry representatives, the staff anticipated receiving requests for an additional nine such facilities in the near future. If comprehensive City-wide coverage was to be provided, the 5G network would necessarily include sites within neighborhoods where presently no or few such facilities were currently sited. While these new small cell systems were expected to greatly improve capacity by providing more data at faster speeds, the challenge for Laguna Beach was the aesthetic and construction impacts these new infrastructure projects would have on residents and businesses.

THE SOLUTION:
HR Green was engaged to provide an overview of new technologies that would impact community and telecommunications providers; an overview of some of the challenges involved in complying with the new FCC order; and a discussion of strategies to help address these new challenges. City Council directed city staff to create a strategy and broadband master plan for adding small cell sites and expanding wireless infrastructure in general. This Plan would include several components, including guidelines on how to go about processing small cell deployments, developing best practices in public policy, and reviewing how the City can leverage existing infrastructure to facilitate small cell deployment, and will provide policies to help further manage rights-of-way in anticipation of the deployment of 5G technology. The Plan would also help review both long- and short-term wireless broadband infrastructure needs, propose additional design guidelines, and evaluate a dig-once policy and co-location incentives to help minimize the number and scale of excavations when installing fiber infrastructure in rights-of-way.
THE ISSUES - Cooperatives like MPEI have filled the breach for their members when larger utilities were unable or unwilling to provide services. As communities move forward with broadband initiatives, questions loomed, such as:

▷ How to enable not only entertainment services but to ensure access to advanced options such as telemedicine and education?
▷ How best to address complaints from constituents?
▷ What role will MPEI play going forward?

THE SOLUTION - HR Green studied the feasibility of a Fiber to the Premises (FTTP) network for Mountain Parks Electric, Inc. (MPEI), a northern Colorado electrical cooperative. We first created a shared vision for eventual deployment, including prioritization of conflicting project goals such as ubiquity, financial sustainability and standardization of services. This was particularly important for MPEI, which has 21,000 meters installed over a low-density footprint covering two counties.

As our research progressed, we realized that the rural builds MPEI had planned were not feasible, and that connectivity to all of their members would not be possible. This led to a tough discussion, but in the end, MPEI was grateful for our honesty. Subsequent work with MPEI included the creation of preliminary architecture and outside plant engineering estimates, development of alternative business models and the creation of pro forma for MPEI to consider in its decision-making process. While more than a dozen alternatives were studied, an FTTP deployment was deemed not feasible. Instead, it was recommended that the Coop build a fiber network with future capacity to serve its electric needs.

Utilizing a hybrid approach could reduce the field data collection costs of the project from nearly $3.0 million to $2.1 million.
THE ISSUES - Upon incorporation in 2011, the City inherited an aging above-ground and sub-surface infrastructure and inadequate telecommunications network. Under HR Green’s guidance, the City has prioritized improving its infrastructure, transportation, and telecommunications network which has spurred extensive new development (mixed-use, residential, commercial, and industrial) and sustainable economic vibrancy into the community.

THE SOLUTION - As the City Engineer/Public Works Director, Assistant City Manager, and Economic Development Manager, HR Green has developed a comprehensive and strategic CIP program centered around the design and construction of citywide infrastructure improvements (pavement rehabilitation, Safe Routes to School, ADA compliance, road widening, utilities). We have designed a robust and aggressive citywide street improvement/rehabilitation program, and coordinated a $60 million utility CIP.

To date, MCI Telecom has installed 25+ miles of 5G fiber backbone and conduit throughout the City as part of an Inland Empire-wide deployment. This includes underground and overhead installation, and directional boring through various encroachment permits requiring City review, monitoring, and approval. HR Green has processed and approved encroachment permits while our inspectors monitor that the conduit, fiber, depth of install, and traffic control plans for public convenience and safety comply with standards and specifications.

HR Green has also implemented a citywide buddy pole removal program. Buddy Poles are old and unsound electric utility poles left in place after a new pole has been installed. Our staff have also inventoried 200+ buddy poles throughout City to date, maintaining and updating a database and photo log, and communications/notifications to buddy pole utility owners of removal date requests. Our inspectors monitor the buddy pole removal, and transfer of conduit, fiber, and other utilities/telecommunications hardware to the primary pole. We follow-up with utilities and telecommunications providers to clean up the public right-of-way, as needed.
THE ISSUES - When the Northwest Colorado Council of Government (NWCCOG) spearheaded a project to bring a resilient middle mile network across Northwest Colorado (called Project THOR), Eagle County initiated a study to see if the project would make sense for the Towns of Eagle and Gypsum. The Towns’ questions:

- What would be the financial benefits of aligning with the project?
- What would be the impact on anchor institutions of running fiber to their facilities?
- How much service would be appropriate today and in the future?

THE SOLUTION - The HR Green team took on the research project to identify costs vs. benefits for the two communities. The concept behind Project THOR is to develop a “ring of broadband service” around the entire Northwest region of Colorado. Project THOR would create the fiber network and develop Meet Me Centers (where fiber cables converged) to serve local communities, particularly underserved rural areas. As more providers and communities sign on to the project, it becomes more economically viable.

Our work on the project included interviews with stakeholders and anchor institutions (including town offices, hospitals, first responders and schools) to understand their needs and their appetite for paying to run fiber to their facilities and for paying their portion of the operational costs of the Meet Me Center. The HR Green team presented scenarios such as, “If it cost X and you would get Y service, would you be interested?” The project involved extensive financial modeling of various scenarios.

THE RESULT - There was a limited amount of time to complete the research and modeling to meet a deadline based on the Project THOR construction scheduling. In just two months, the HR Green team completed interviews, research, financial modeling and presentations to the Town Councils. The Town of Eagle voted to approve the Meet Me Center. The Town of Gypsum decided against it. HR Green has since helped Eagle arrange funding for the Center.

Against an aggressive time frame, the HR Green team completed the project scope within budget and schedule constraints.
THE ISSUES: The City of Greenwood Village sought to revise its management of small cells and engaged HR Green to develop an assessment about the costs, benefits and alternatives related to improving the ownership and management of the 700+ Xcel Energy streetlights within City limits. Of interest was the goal of reducing the energy component of a typical streetlighting bill to 10% of the total cost of a municipal street light system. More importantly, HR Green advised the City to coordinate its management of small cell deployments with ownership of its street lighting in a comprehensive analysis.

For consideration:

- Could the City rethink its management of small cells, public illumination and "municipalize" its streetlights in order to reduce costs and position itself for emerging technologies?
- Should the City repurpose its underground conduits, using them for new small cells, electrical conductors, telecommunications and/or extending fiber optic networks?

THE SOLUTION: HR Green conducted a multi-phase approach. The first step was to collect various data points such as billing invoices, then review streetlight inventories, attributes and locations, and re-examine how monthly bills are derived. The second step was to conduct an analysis of the possibility of municipalizing the City’s existing streetlighting infrastructure based on the collected data, analysis of costs and expected purchase price. The analysis was accepted by Greenwood Village staff and the City Council voted to pursue the purchase of the system. They view this step as key to their 5G strategy. Their goal is modernize the streetlight system with a standardized small cell pole. This can only be accomplished with the municipal ownership of the streetlight system.
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George Wentz, PE

Principal-in-Charge | Principal Oversight of California Projects and Teams

George serves as Vice President of HR Green Pacific, Inc.’s Governmental Services Business Line, which offers a comprehensive suite of services to help local agencies function more effectively and efficiently. He brings more than 45 years of administrative, management, and local government related experience, focused on delivering consulting support to public agencies. He has served as City Manager, Assistant City Manager, Public Works Director, City Engineer, Building Official, Planning Director, Traffic Engineer and Economic Development Manager. A long-time Los Angeles County resident, George has directed and administered projects which range from on-call support to full city.

He has served educated cities and the industry, including the South Bay and Western Riverside Council of Governments and national symposiums, on future proofing options to leverage emerging technologies and smart city solutions, and respond to new legislation/mandates. He was the Principal-in-Charge for Fiber/Broadband and Small Cell/5G projects in the City of Laguna Beach, the City of Greenwood Village (CO) and El Paso County (CO).

SELECTED HIGHLIGHTS

 Assistant City Manager | City of Jurupa Valley - Facilitated citywide fiber deployment and telecommunications asset inventory; overhead fiber relocation; implemented small cell/5G design standards and aesthetic guidelines.

 Small Cell/5G Consulting | Cities of Palos Verdes Estates and Laguna Beach

 Department head to 20+ California agencies.

 Principal-in-Charge and multi-disciplined consultant to 15+ Los Angeles County agencies.

Ed Barrett

Project Manager | Fiber & Broadband Practice Leader

Edward Barrett has more than 10 years of telecommunications experience working with carriers and local communities. He currently serves as the Practice Leader of HR Green’s Fiber and Broadband Services national service line. In this role, Ed has worked with clients ranging from the smallest of small towns to million-plus urban counties who are studying broadband as a way to enhance the lives of their constituents and grow into the Gigabit Economy.

SELECTED PROJECT EXPERIENCE

 Fiber Deployment Feasibility | Mountain Parks Electric, Inc. (CO) - Ed served as Project Manager for this study to help rural electric cooperative analyze the feasibility of two fiber deployment alternatives as part of a multi-year program.

 Project Thor Analysis | Eagle County (CO) - Ed is the Principal-in-Charge for this study feasibility study that includes community outreach, asset evaluation, potential partners and funding opportunities

 Broadband and Fiber Feasibility Study | El Paso County (CO) - The County studying wired and wireless infrastructure in this geographically and economically-diverse county. The project includes Visioning and Planning services, and is focused on the creation of a strategic plan that will guide the County’s P3 efforts to extend fiber and broadband services to underserved areas.
Tim Jonasson, PE
Assistant Project Manager | Primary Local Client Contact

Tim has nearly 30 years of design, CIP program management, city engineering, design management, plan review, NPDES/water quality compliance, and construction management experience of municipal public improvement projects, including roads, drainage, water, sewer, traffic, grading, parks, recreational facilities, parking lots and parking structures. He has served as construction manager and design engineer on a variety of municipal improvement projects, including utilities, bridge construction, street and landscape improvements, water and wastewater improvements, parks construction and rehabilitation, golf course improvements and pier reconstruction. For cities throughout Southern California, including those in the Inland Empire, he has also managed diverse construction management and inspection of CIP projects. He has coordinated with the Inland Empire Broadband Consortium, maintains excellent working relationships with telecom representatives throughout Southern California.

SELECTED PROJECT EXPERIENCE

▷ Senior Manager for Development services and Economic Development | City of Jurupa Valley - Tim wrote the City’s small cell ordinance and 5G design standards and has coordinated the City’s Response to planned private-sector fiber deployments.

▷ City Engineer | City of LaQuinta - Tim managed the planning department and plan review/encroachment permit process for 15 years.

Dave Zelenok, PE
Smart City Lead

Dave brings 25+ years of municipal management and engineering experience, having served as City Engineer, Public Works Director, Transportation Director, Chief Innovation Officer, and Interim City Manager. He has played a key role in forming regional coalitions and integrating small cell strategies, fiber-optic based municipal broadband deployments, ITS, traffic, street lights, communication systems and broadband to reduce congestion, enhance mobility, generate sustainable revenue streams, and improve operational efficiency.

SELECTED PROJECT EXPERIENCE

▷ Smart City/Broadband/Fiber Assessment/Small Cell Deployment - In the past three years Dave has worked on initiatives for 30+ agencies including Laguna Beach and Colorado agencies of Breckenridge, Beaver Creek (Bachelor Gulch MD), Black Hawk, Greenwood Village, Superior, Buena Vista, Fountain, El Paso County, Highlands Ranch, Douglas County, Woodland Park, Bayfield and Manitou Springs.

▷ Municipal Broadband/Fiber Management | City of Centennial (CO) - As Director of Public Works/Chief Innovation Officer, Dave planned and oversaw the technical design of a fiber optic and wireless network supporting the City and the Denver Tech Center area. He was also responsible for outreach, planning and education efforts with future broadband users and coordinated extensively with Douglas and Arapahoe Counties on regional initiatives.
John Merritt, PE
Traffic/ITS Engineering Lead

John brings 45+ years of diverse engineering experience, including fiber optic systems, review, transportation and traffic engineering. He has served as a Traffic Engineer/Transportation Planner to five cities. He has expertise in street lighting and telecommunications, such as the installation of a 350 mile fiber optic system, the development of a right-of-way colocation permit system requiring telecommunication companies to install City conduit at the time of their bore work, and led negotiation efforts for the takeover of a city’s street light system. While working for a major city, John worked collaboratively with the county to guarantee both agencies benefited from fiber and conduit installations, developing a fiber and conduit integrated, comprehensive system.

SELECTED PROJECT EXPERIENCE

- **Small Cell Experience -** John was instrumental in the development of the Thornton Small Cell design guidelines as well as technical analysis for the Greenwood Village Streetlight Project.

- **Smart City / Broadband / Fiber Assessment and Deployment, Various CO Jurisdictions -** Technology/IT Analysis Task Leader for Smart City/Broadband/Fiber Assessment (Breckenridge, Fountain, and El Paso County) and Staff Augmentation Engineer for Fiber Deployment (Manitou Springs Urban Renewal Authority).

- **Traffic Engineering, City of Louisville and Town of Superior (CO) -** Over the past two years John has been spearheading a regional traffic signal master system connecting Louisville and Superior.
Bill Hayes

QA/QC

As Project Manager and Task Leader, William brings 18 years’ experience in supervision of daily operations of the Building, Code Enforcement and Housing Inspection Departments for various municipalities throughout Southern California. His expertise includes counter customer service, permitting, plan check, field inspection, gathering of data and completing required reports.

SELECTED PROJECT EXPERIENCE

- **Contract Building Official | City of Pico Rivera** - Bill supervised the daily operations of the Building, Code Enforcement and Housing Inspection Departments. He restructured the department to increase efficiency and productivity, and drafted reports for the City Manager and City Council.

- **Building & Operations Manager | City of Industry** - Bill supervised the daily operations of the Building & Development Services Departments, providing training and procedure implementation of the inspection and counter staff. He managed contractors and consultants for conformance to City Council approved contracts.

- **Building Official/Acting Public Works Manger | City of West Covina** - Bill was awarded the Helen Putnam Award for Excellence in the Internal Administration category by establishing an innovative Rental Housing Program using GIS-based inspection technology. He restructured the staff to create a proper chain of command and accountability. He organized and managed the Industrial Waste Program resulting in nearly 100% compliance with all businesses in the City.
LEVERAGE SUCCESS FACTORS

Pico Rivera seeks to create a master plan to fully leverage the deployment of fiber and broadband assets to meet the needs of the community. While traditional broadband feasibility study consultants will approach this project through the lens of the communication industry, the HR Green team has been custom assembled to serve the needs of municipalities through a broad and public focused lens. The City has opportunities to leverage its investment in municipalization of its street lights to control its destiny in 5G/Small Cell deployment. It’s desire to interconnect traffic signals can be leveraged to create millions of dollars in grant funding to protect scarce community assets.

HR Green will help you to not only identify the basics of a fiber optic network, but its experts will leverage their expertise to minimize risk, create a proven path forward, and align your program to the critical policy needs of your City Council and staff leadership.

This study will consist of assessing stakeholder needs (city and anchor institutions), documenting current infrastructure and provider options, and complete modeling (costs, risks, funding, anticipated revenues) of the different options available to Pico Rivera (owning and operating, partnerships, leasing, etc.). The resultant Fiber Optic Master Plan will lay out a clear path forward, with well defined steps and plans to enable the City to execute its plan to achieve its long-term goals.

ISSUE #1 – EVALUATE COMMUNITY INCLINATION AND HELP ADDRESS RISK

It is essential that key constituents and its policy makers are actively engaged to understand the community’s will and its tolerance for risk.

Cities frequently begin their broadband journeys knowing that it will be good for their stakeholders. But this belief has often failed communities who did not create strong visions supported by community will. Navigating the complex communications landscape; understanding ownership and operational risks, and creating functioning business models will test the resolve of community leaders.

Solution: Leverage a proven road map

HR Green leverages a program management approach that looks not just at the technical or financial components of broadband feasibility. Instead, our team’s philosophy focuses on a comprehensive, program management construct in which Pico Rivera takes a holistic approach to the five phases of broadband development: Vision, Plan, Design, Build and Operate. We will leverage our national leadership in 5G policy, streetlight ownership and traffic management systems to develop customized approaches to implementation.

Solution: Leverage the possibilities

You may choose to build, own and operate your own FTTP network, or seek new private partners. This entails risk of backlash from current providers, and our team will help plan ways to address this risk. A key consideration is to define the ways that this network will address needs of the community that go beyond traditional triple play (voice, video and Internet).

We will help your community leaders to focus on defining and communicating successes - leveraging the good that is done so that the community can share in the successes, even if those come at an expense to the utility.

As your advisor, your HR Green team will ensure you not only understand the risks but are prepared to help move the community forward by proactively positioning the project and officials to respond to those issues effectively.

Success Factors: HR Green’s experience, tools and focused approach

HR Green has been serving municipal governments for more than 105 years. Because of our experience in the space, we view ourselves as trusted extensions of your staff… not consultants armed with the pre-set, templated “right” answers. In many cases, the study of broadband deployments requires a fluid solution, capable of rapidly evaluating numerous models in a rapidly-changing environment as various political, financial and situational realities become evident. Our tools are designed specifically to address these challenges and to keep Pico Rivera’s staff actively engaged in the development of our solutions.

ISSUE #2 – UNDERSTAND OPTIONS AND POSSIBILITIES

Once community will and risk tolerance is determined, there
are several facets of developing a comprehensive, future proof and executable broadband plan. Those can be confusing, lead people off course and promote paralysis through analysis.

Our program management approach can guide the discussion to keep focus on developing the understandings that are central to the paths that lead to the key decisions to be made. In helping stakeholders understand options and possibilities, we help Pico Rivera take steps from knowledge to decision.

Taking full advantage of our understanding of municipal operations, we will analyze Pico Rivera’s current assets, evaluate available options (with particular eye to leveraging your traffic and street light assets), then work with staff and stakeholders to make sure there is a clear understanding of the options and possibilities — turning those into actionable steps.

Solution: Analyze and leverage technical innovation and effective public policy

Pico Rivera can and should evaluate and enact “fiber-friendly” policies to advance broader community goals and benefit long-term sustainability. We will leverage our experience in public policy to help you create revenue recovery policies, joint-use and colocation policies and associated construction standards and specifications. Our team has developed first-in-the-nation policies to help our clients to proactively manage rights of way and increase deep fiber penetration in partnership with the private sector (see West Des Moines, IA study, page 23).

Solution: Thoroughly assess partnership opportunities

Pico Rivera must be proactive in its outreach to potential partners in the area. By executing a proactive outreach program to key anchor institutions, the city will be well positioned to understand the needs and service gaps present in these key institutions. This will help ensure that you fully understand the potential opportunities and risks and can develop a cost-effective, realistic and actionable strategy.

Solution: Analyze and leverage future-proofed architecture

Because of our experience working with communities on smart city goals, HR Green understands the crucial role of a fiber network to enhance other services to the community. There are meaningful technological changes coming and this asset must serve the community beyond the provisioning of basic, triple-play services.

Examples of these are street lights, the strong branding of Main Street and the need for smart signage, entrepreneurship, future IoT applications, etc. However, a community can only take advantage of, and differentiate themselves through these technologies, if they have the right infrastructure. As part of our analysis and recommendations, we will help you explore these opportunities and if there are any funding sources related to them.

There are potentially disruptive technologies that are arriving on the scene even today. Future 5G and small cell deployment, autonomous vehicles, sensor-driven public works programs are examples of very real technologies that will require specific infrastructure and will likely significantly change our processes and even some aesthetics of our communities.

Because we understand the long-term opportunity provided by these assets, HR Green’s preliminary architecture will include capacity for a robust communication network to support your “smart” goals.

Solution: Analyze and leverage factors in possible business models

Eagle has several options of how to improve broadband for your citizens, businesses and anchor institutions. Having a clear understanding of the factors of each of those options (short-term and long-term costs, anticipated revenues, staffing, financing, etc.) is critical in making the decisions of what path to follow.

HR Green has developed modeling tools that not only make the data clear, but also help to make it understandable. And, our tools provide you with the ability to compare different assumptions and model different possibilities. Some consultants don’t allow you to see those assumptions or use the tools. That, unfortunately, gives you a static look at a limited range of alternatives.

We believe that our role is to work with you to help you see and understand the different options that you have. We want you to have and to understand the assumptions and the data.

Success Factors: Leverage assets and information to fully understand your decisions

Working with your team, HR Green will analyze Pico Rivera’s current infrastructure and see what opportunities there are for fiber connectivity – for current possibilities, for future opportunities and for how that could be utilized (and maximized) if the City decides to build more fiber.

We will present these ideas and options to the City in dynamic and understandable tools — then work with you to explore other assumptions and options.

ISSUE #3 – ALIGN FUNDING

As Pico Rivera explores the details of the possible options for improved broadband, one topic that usually is a key
consideration is funding a system.

In 105 years of service to our clients, HR Green has developed an understanding of funding and relationships within funding sources to help our clients fund their decisions.

Solution: Maximize potential funding and revenue sources

HR Green will work with the City stakeholders to assess the opportunities and desire for funding options. Our staff has helped procure millions of dollars in funding, including grants and in-kind services from federal funding sources, DOTs, local agencies and even the private sector.

Our Plan phase focuses on researching and identifying costs and decisions aligned with your desired alternatives and assessing not only technical design but the financial consequences of those decisions. Our experience with TSIP funding can help the City leverage these funds to deploy multi-functional fiber assets for pennies on the dollars. The HR Green team has proven experience in this area and local knowledge of the funding programs available in California.

Aligning our timetable to the City’s positions and funding streams will allow decisions to be made quickly, eliminating delays to time and schedule, and minimizing costs during any possible design and build phases of future broadband projects.

Success Factors: Experience in creating a funding road map

Along with the analysis and knowledge transfer to get to decision points in a road map for improving broadband in Pico Rivera, there needs to be a corresponding funding road map. Because of the nature of funding, we cannot guarantee that there is funding available, but we can analyze possibilities and work with staff to align those possibilities with decisions and timing.

ISSUE #4 – COLLABORATE ON DETAILS AND DECISIONS

In many cases, the study of broadband deployments requires a fluid solution, capable of rapidly evaluating numerous models in a rapidly-changing environment as various political, financial and situational realities become evident.

Solution: Powerful technical prototyping

HR Green has developed a GIS toolkit that enables us to rapidly prototype potential fiber deployment zones in order to respond to the often-fluid considerations entailed in a broadband feasibility study. These tools are used to rapidly create fluid cost models that can be leveraged to compare deployment options with their costs and potential revenue near real time.

Some consultants provide you with just the outcomes—we provide you with that data and the tools to evaluate options. We share openly with our clients because of our commitment to providing the best modeling, planning and communication tools to help your study be the most useful and effective possible. Our experience has shown us that these are the most compatible in the municipal broadband industry.

Solution: Open and shared data

Because we aspire to be a trusted advisor, we provide direct access to our toolset, including GIS and financial planning spreadsheets. Our modeling spreadsheets are based on Pico Rivera’s information and assumptions that we provide you with so that you can understand them and we can examine different scenarios and options. This ensures that you, our client, have access to not only the results but also the assumptions that are so crucial to the outputs of any feasibility process.

Success Factors: HR Green’s approach, experience and tools

Our success as a company and in being selected and successfully completing the broadband projects you will see in the following pages is based not only on our experience, but mainly on our relationships with our clients.

METHODOLOGY

Task 1

Our Project Managers are charged with the pivotal role of bringing our company’s efforts together with your expectations, budget and schedule. In our experience, an intermediate deliverable approach is the best way to accomplish this. That’s our project is built around a structured...
approach to creating phases and tasks that features deliverables at every task. We will review this process and our proposed schedule with you during our kickoff meeting, and will track progress to this utilizing MS Project plans to track progress against a baselined schedule. Your Project Manager will be accessible and responsive to you at all junctures in the project. Specifically, HR Green proposes the following methods to guide our overall project communication for this short-fuse project:

- **Proactive Project Manager**: To ensure continuity of the project, Ed Barrett, will serve as your main point of contact and oversee all aspects of efficient project management, on-time and within budget service.

- **Project Reporting**: MS Project will be utilized as the primary tool to create and manage the project milestones and deliverables. This will be modified based on your needs throughout the project.

- **Weekly Updates/Bi-Weekly Meetings**: We will provide bi-weekly, written updates on project status, complete with percent complete on major milestones. These tools will be managed and updated by HR Green and will be reviewed on regular basis, in person, with your assigned project lead.

- **Program Coordination**: HR Green’s Project Manager will be available, as needed, to participate in broader coordination discussions with other members of the program team to ensure interdependencies of schedule and technical natures are understood and planned for.

As we approach the major phase milestones, a formal meeting will be held, allowing a focused opportunity to sit down together and review progress on the project. This approach requires careful listening from the Project Manager to client input. It also requires the Project Manager to closely monitor the project schedule and budget to know when these milestones are approaching. Please note, finally, that it invites active participation from you as part of our team. Your voice is crucial to the success of this management approach.

**QUALITY ASSURANCE**

HR Green has a detailed internal program for quality assurance. At the end of each day, we understand that our personal and corporate reputations depend on our accomplishments.

Our quality assurance commitment has several layers: Quality for each technical discipline within the firm is guided by a Chief Technical Advisor, who establishes the standards and procedures for that discipline.

Internal reviews become progressively more stringent as the project nears completion. The most thorough reviews are conducted at 90% and 100% milestones.

From a value engineering perspective, we strive to identify and achieve project cost reductions whenever possible. We start at the concept level by gaining a full understanding of the design problem and possible solutions which is usually accomplished at the project definition stage. As the project progresses through the construction phase, it is not uncommon to find unanticipated field conditions which frequently can present a cost liability. At this point, our team vigorously searches out options to eliminate, transfer, share, or reduce these unforeseen costs. In some instances these unanticipated conditions can actually be an opportunity for additional cost savings.

**FINANCIAL SENSITIVITY**

Clients have depended on us to help them find solutions that are financially feasible. No engineering concept may fairly be called a “solution” if it is not scaled appropriately to the client’s ability to pay.

At the same time, we understand the difference between what is financially sensible and what is merely cheap. Our goal is to find for our clients a solution that is financially, environmentally, and practically sustainable over the long haul. Financial sensitivity requires accurate opinions of probable cost to support the business and financial models. Because of our company’s size, longevity and geographic coverage, we have a vast reservoir of project cost information at our fingertips. But we do not rely only on “what happened last time” when we develop an opinion of probable cost. We stay current on trends in the material and construction industries, in order to assure that our clients are not getting yesterday’s news from us.

**AN OPEN APPROACH**

We want you to feel that you can express your concerns openly to your Project Manager. Any firm that makes unmatched client service a core value should be open to constructive criticism from its clients, and we believe in transparency and open communication. Nevertheless, we understand that some clients may feel awkward about expressing concerns face-to-face. For that reason, we utilize a Client Feedback Tool to regularly provide you a simple and streamlined way to identify positive factors and — most importantly — to identify potential issues with service delivery before the project is fully delivered.

**RISK MANAGEMENT**

Our program management experience is a direct result of our client’s need to accommodate demands for transparency, accountability and good stewardship of tax dollars. Risk assessment and mitigation is an important part of the team’s responsibilities. The first step is to develop a Risk Matrix, where specific and general risks are noted and scored, along with action plans and status tracking. Each “risk” is evaluated for its potential impact on the project’s cost and/or schedule.
A risk mitigation action plan will be developed in collaboration with the project team. Risks may include:

- Equipment Availability & Costs
- Equipment Delivery Timelines
- Progress of Built Environment (Communication Huts/
- Central Offices)
- Training Resource Availability

History validates the effectiveness of this approach to client satisfaction. Some of our current clients have been with us for more than 70 years.

**TASK 2 – INVENTORY OF EXISTING SYSTEMS, SERVICE AVAILABILITY**

**TASK 2.1 - Implement a Mapping Tool that provides a GIS-based analysis for the project**

As mentioned earlier in the Project Understanding section, HR Green has robust internal GIS services. Because of the depth GIS use, we have developed tools that are an important part of our broadband feasibility and analysis. Not only do they show current information, but the tools that we developed also provide project costing information and, thus, the ability to do near-real-time “what if” modeling, a key for fluid evaluations like this one.

Many consultants will provide you with a static map. We believe it is important for you to have real-time, GIS-based information. Our tools will help you better understand what you are seeing; give you the ability to explore various models; and retain the information for future phases.

If Pico Rivera decides to pursue a Wholesale or Retail model, our GIS tools can offer two more significant benefits in future Phases. One is that the needs data can also be used for marketing. Because it is in GIS and we provide the data to you, it will be available to your marketing staff. That can provide them invaluable information! Also, if you build, we can use this data to provide a portal to you that can show progress in permits, construction, etc. One note about displaying provider information: It isn’t always possible to get exact route information. Thus, it sometimes becomes necessary to display this information more in a heat map form.

**DELIVERABLES**

- Summary of providers and current offerings

**TASK 2.2 - Market assessment**

Competitive analysis is challenging due to the fluidity of market pricing, products offered and differences in the various sectors that need to be understood.

Providers that serve residential services offer products that are quite different from those providers that serve fiber connections to businesses. Moreover, the growth of home-based businesses, and work-at-home opportunities, create a hard to compare mixture of provider product offerings (services) and consumer importance of use or value.

Price and service differentiation creates competition between cities and/or regions. Citizens and businesses that pay more, or obtain better services, create economic disincentives locally – people and companies are beginning to look at these disincentives when they select locations. It has been documented repeatedly by the FCC that in the area of residential pricing alone, competitive municipal markets drive prices down at least 15% on average. Numerous studies have shown that a 15% reduction over five years is equivalent to the capital cost to build a FTTH network.

**Service Analysis** – We will collect publicly available information on the service offerings of each primary provider in the Pico Rivera marketplace in order to understand current pricing and packages available. This information is crucial when creating financial models as any broadband offering will need to be market competitive.

We will summarize current service offerings in the marketplace and their price points and establish possible price points for these services on a city-owned network.

**DELIVERABLES**

- Summary of providers and current offerings

**TASK 3 – NEEDS ASSESSMENT AND GOAL SETTING**

**TASK 3.1 - Evaluate City and regional fiber optic and wireless network capabilities**

What are the City’s current fiber optic (Public Works Departments, traffic signals, etc.) capabilities and can they be repurposed? How will Pico Rivera handle primary backhaul and develop true physical redundancy? We will evaluate commercially available fiber and integrate the efforts of the community around pending solutions to identify the best solutions for backhaul, primary municipal network and last-mile builds.

HR Green team members will perform a technical evaluation of the City existing fiber-optic networks and wireless networks, based on available data, and their ability to expand to provide broadband services to users identified in the Business Case Needs Assessment.

Our solution can also give you the ability to define and
reconcile pole attachments and pole agreements. This can be a very powerful tool to help you keep track and manage these important pieces of fiber networks. This evaluation will reflect existing conduit, fiber-optic, vaults, and boxes and related outside plant infrastructure as well as capacity and usability. We will also identify backhaul providers and work to identify virtual and physically redundant backhaul paths out of Pico Rivera to ensure a robust, healthy network is possible.

**DELIVERABLES**

- Technical evaluation of the City’s existing fiber-optic networks
- Cost opinions

**TASK 3.2 - Public/private sector needs**

What are the City’s current fiber optics (Public Works Department, traffic signals, utilities, etc.) capabilities and can they be repurposed? Are public safety needs being effectively met? How can the city leverage its planned streetlight municipalization to create a platform for future 5G networks and the internet of things? We will evaluate commercially available fiber and integrate the efforts of the community around pending public and private broadband development projects to identify the best solutions for backhaul, and primary public network solutions.

**Data Collection** - HR Green and its team members will collect information from the police department, emergency management officials, public works officials and other departments within the City and regional governments. The team will evaluate the current status of public networks and assess long-term deployment requirements to create a road map of public sector network needs.

**Stakeholder Meetings** - Meetings will be held with key stakeholders, including some or all of the following:
- Police Department
- Public Works/Transportation City Engineering
- Emergency Management Officials
- City Administration
- Public Information Office
- Fire Department
- Key Anchor Institutions

**DELIVERABLES**

- 2 Days of Meetings with city department heads and anchor institution representatives
- Summarize current capabilities and projected service gaps
- Identify key anchor institutions and potential service points

**TASK 3.3 - Community engagement**

HR Green team members will coordinate with Pico Rivera staff to develop and implement a community engagement program that includes surveys of residents and business owners to help City decision makers better understand community needs. In past projects, these surveys have been used to determine the area’s desire for broadband service; current market conditions and deficiencies, predicted take rate and optimum monthly cost they would be willing to pay for the service; stakeholder needs, and what role government should take in providing the service.

The survey will include a detailed list of questions to capture the data needed. Survey disbursement will also be customized based on the most practical and cost-efficient method. Past surveys have been emailed to citizens and local businesses as

**ANALYZING FINANCIAL SUSTAINABILITY**

Against an aggressive time frame, the HR Green team completed research and modeling to identify costs vs. benefits of aligning with a Council of Governments middle mile network. Learn more on page 8.

**ASSESSING ASSET MANAGEMENT RISKS/REWARDS**

Could the City of Greenwood Village rethink its management of small cells and streetlights to “municipalize” its assets? Should the City repurpose its underground conduits, using them for new small cells, electrical conductors, telecommunications and fiber networks? Read HR Green’s advice on page 9.
As accessible via a link to agency websites. The survey could also request information about phone, television and internet services: which provider people use; at what costs; what they like and dislike today or would wish in the future; and, even a bit about what they do with internet services.

To accomplish accurate demographic sampling, we will ask questions about the composition of households, number of children, do they work at home (solely or occasionally); and, the age and gender of the respondent. We will also ask what is important to them personally, what do they value about communications services; what is important to the community; and, most importantly, what they think the Town should do.

These meetings and interviews further benefit the area by creating excitement surrounding the upcoming decisions and will assist with public opinion and take rates if a decision has been made to build and operate a broadband network.

**DEVELOPABLES**
- Survey development and deployment
- Report of key survey findings for satisfaction, demand, price sensitivity and overall interest
- Public outreach including one community meeting to discuss survey results and gather feedback

**TASK 3.4 - Establish community vision**

HR Green staff will help Pico Rivera staff develop a vision of the future for planned Fiber and Commercial Broadband deployments. Communities considering broadband deployments typically share common objectives when considering an investment in a broadband network.

In our experience, most communities have some or all of the following goals:
- Ubiquity
- Affordability
- Consumer choice
- Competition in the market
- Ownership and control of assets
- Performance
- Risk aversion
- Positive cash flow

In many cases, decisions on these factors can and will drive the selection of the preferred ownership and operating structures. Choosing which goals to prioritize can be challenging, as some of these objectives can be complimentary, while others lie in strict opposition. Our work will surface these competing objectives and provide the staff with a sound footing upon which to make recommendations to the City Council on a path on which to base its future decisions.

**DEVELOPABLES**
- Facilitate one joint workshop with staff and City Council to assess competing values

**TASK 4: CONCEPTUAL NETWORK ROUTES AND INFRASTRUCTURE REQUIREMENTS**

Conceptual Design: Drawing on field and desk surveys and your GIS maps, our engineers will prepare a system level design and cost estimate for developing a next generation network.

**A SHARED FIBER DEPLOYMENT APPROACH**

We are pros at moving the needle in favor of municipalities.

For the City of Manitou Springs (CO), HR Green’s efforts to date will likely reduce many of the costs by as much as 90% through a number of highly innovative inter-agency and technological approaches to the complex problem. In addition to a multi-agency intergovernmental agreement, our staff created a joint-use Agreement with the Colorado Department of Transportation. For the City of Manitou Springs (CO), HR Green successfully negotiated the installation of local agency-owned fiber. Recently, the City authorized HR Green to expand its efforts to utilize joint-trenching and other policy solutions to expand infrastructure in the city limits, and to represent the city as it evaluates the potential for Public-Private Partnerships that can bring additional service to this community networks. Read HR Green’s advice on page 9.
network. In developing this potential technical solution, the HR Green team will consider a wide range of technologies and approaches. Our focus will be on creating a robust, reliable, and cost-effective approach to meeting your networking needs. To that end, for example, the design will include excess dark fiber designed to enable the implementation of smart parking and smart lighting solutions across the community.

**System level Overview:** To be clear, we will not be providing a blueprint-level network design. Rather, we will provide an analysis of existing infrastructure, conceptual design, of high-level maps and routing, candidate specifications, and a system-level overview of the potential infrastructure which in turn will become a road map for financial analysis and business modeling, and for future decisions (potentially including detailed engineering, construction, and operations).

**Cost Estimate:** HR Green’s team will prepare a cost estimate and supporting documentation for network deployment and interconnection, inclusive of anticipated construction labor, materials, engineering, permitting, quality control, and testing. These estimates will be provided in the form of a cost range, with the lower-end estimates representing most likely costs, and the higher-end representing budgetary estimates with suitable contingencies included.

**Data Sharing:** Importantly, and unlike some feasibility study vendors, HR Green will share all supporting data, spreadsheets, and assumptions with City officials. A written narrative will explain key construction characteristics that will impact the cost estimates. The analysis will provide guidance regarding ongoing costs, medium and long-term needs to refresh and replace equipment, and potential revenue sources to support network operations.

**DELIVERABLES**
- Cost estimate supporting documentation for two preferred models identified in Task 3.

**TASK 5: TECHNICAL SPECIFICATIONS AND COST ESTIMATION**
The tasks outlined in this section are included in other tasks of this RFP response.

**TASK 6: GOVERNANCE, OWNERSHIP, MANAGEMENT STRATEGY AND POLICIES**
As the City establishes clear strategic direction based on the establishment of a Vision in Task 3.3, there are a number of areas which will require a deeper analysis. HR Green will work with city staff to leverage its expertise across these areas to deepen the community’s understanding and prepare for final decisionmaking.

**TASK 6.1: Assess Funding Alternatives**
As the City determines its desired direction, public resources will likely need to be leveraged to achieve Pico Rivera’s goals. Whether the City pursues publicly-financed or public-private partnership alternatives to remedy gaps, solutions will require the deployment of scarce economic capital.

We will identify and evaluate various sources that can be utilized by Pico Rivera in the pursuit of improved broadband. This includes direct financing such as General Obligation Bonds, Revenue Bonds (assuming the City wishes to pursue an Enterprise), Special District and Metro District Assessments, Bank Debt and Private Financing. We will also detail available local, state and federal programs that support deployment of broadband.

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**FIBER MASTER PLANNING FOR AGGRESSIVE ECONOMIC GROWTH**

HR Green developed a groundbreaking fiber strategy for the City of West Des Moines (IA).

HR Green acted as both program manager and negotiator to enable the rapid deployment of fiber optic cable throughout the city while protecting right of way for existing and future arterial roadway expansion. To accommodate the City’s aggressive economic development goals, HR Green led meetings with private sector cable, telephone and 5G/cellular providers to create a shared communication infrastructure. Future phases will develop tools to map deployed assets, ensure perpetual accessibility of ROW and create long-term management and operational systems.
HR Green staff have proven experience leveraging grant funds to reduce community investment. Our staff drove the deployment of a joint fiber/ITS infrastructure in Centennial, CO that leveraged federal traffic safety funds to create advance ITS network and a $20 million conduit system with just $600,000 in community investment (see sidebar). This appears to align well with the planned creation of TMOC and ATMS in Pico Rivera.

**DELIVERABLES**
- Source of funds matrix for relevant programs and financing options
- Identify opportunities to conjoin traffic and broadband goals to reduce deployment costs

**TASK 6.2: Engage with Potential Partners**

Upon completion of the Vision Phase of the project, we will evaluate the potential for public-private partnerships, as well as regional opportunities for cooperation. There are often opportunities to create Public-Private Partnership alternatives that reach your goals for improved service while protecting scarce community resources, should the City decide to pursue these options. Our approach includes meetings with these and other interested parties and the work necessary to evaluate strategic alternatives to provide service.

**DELIVERABLES**
- One day for meetings with potential private partners
- One day for meetings with potential public partners
- Report identifying potential partnership alternatives

**TASK 6.3 – Evaluate Policy Objectives**

Government has the ability to make key public policy decisions that can make them more “fiber friendly” to incumbents and other service providers. We will evaluate the City’s current policy issues and help to determine how we can accomplish three key policy outcomes.

First, creating a cost-neutral method to create revenues from “cost causers” that can be used in the second outcome to fund the creation of a fiber-ready infrastructure inside your community.

Second, developing proactive policies to encourage incremental deployment steps that can create cost savings through an incremental approach to deployment via colocation and joint trenching.

To illustrate, the kinds of programs which are inter-related should be developed concurrently supporting broadband include:
- Joint-Build initiatives with the private sector
- Piggybacking and dig-once ordinances
- Proactive Partnership Policies (see the West Des Moines story on page 22)
- Required Co-locations/Joint Build Policies
- Exploring street cut and pavement degradation fee exemptions and other complementary initiatives

**Policy Opportunity #1 – Revenue Recovery Package**

Communities are frequently asked to leverage staff, equipment and time in order to support contractors who are implementing projects for private projects. In most cases, support for these “cost causers” is provided without recovering the costs being

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**A BROADBAND SOLUTION ON A SHOESTRING**

HR Green laid the groundwork for the new public-private partnership.

The City of Centennial (CO) asked:
- Could external sources be leveraged for funding?
- Could the City develop private sector partnerships?
- Could they protect community resources while achieving their goals?

Over a five-year period, Dave Zelenok, PE and John Merritt, PE now with HR Green led a comprehensive, city-wide effort with assessment and feasibility analyses, design, construction and ongoing operations. Our team then designed, constructed and operated an extensive new fiber optic and wireless radio-based traffic signal master system and traffic operations center in conjunction with Colorado DOT. The City gained free street lighting in exchange for allowing a provider access to its infrastructure. The result was Colorado’s first large-scale municipal open access fiber optic network.
incurred by the community. Our revenue recovery package will develop Policies and supporting processes related to these projects, and integrate these policies into existing city codes and ordinances, in order to create new revenue streams.

**DELIVERABLES**  
- Pavement degradation and street cut policy

**Policy Opportunity #2 — Create Colocation Package**
Communities who seek to develop advanced communications infrastructure have a unique opportunity to deploy assets at a fraction of the cost of overbuilding individually. By developing a colocation policy and standards, the community can require builders with open trenches and boring projects to deploy conduit and/or fiber on behalf of the community. Our colocation package will develop Policies and supporting processes to implement these programs, in order to create long-term value for Pico Rivera.

**DELIVERABLES**  
- Conduit/fiber Colocation Policy  
- Conduit/fiber Construction Policy

**Policy Opportunity #3 — 5G/Small Cell Policy**
HR Green has been trusted by more than 30 communities nationally to develop fundamental building blocks that not only deliver effective management of incoming 5G/Small Cell colocation and builds, but are helping create proactive strategies with progressive communities to “go on offense” to differentiate their communities with technology as great places to live, work and visit.

Because of your current streetlight municipalization, you are in a unique position to more proactively create a future proofed infrastructure for 5G, Small Cells and the impending Internet of Things (IoT). HR Green’s staff is on the forefront of national thought in this area and was recently selected to drive development of strategy for the largest business park in North America (Elk Grove Village, IL - see next page); and for one of the fastest growing cities in America (McKinney, TX)

**DELIVERABLES**  
- Identify potential policies that can influence the deployment of 5G/Small Cells  
- Discuss potential opportunities to create a Technology Core to drive economic development and future Smart City Objectives  
- Report identifying key issues and identify correlated needs for fiber infrastructure.

**TASK 7: BUSINESS MODEL AND FINANCIAL ANALYSIS**
Any future deployment is dependent on deep and valid cost estimation. HR Green will develop pro forma data for a potential network based on your preferred Vision for services. These financial analyses will be based on the recommended model, system-level design and related cost estimate.

This high-level financial model for proposed network construction will include a range of likely costs including Financing, Operations and Maintenance.

Our analysis will outline operational attributes and processes including policies, staffing levels, maintenance agreements, and other considerations. We will pay particular attention to back-office and other operating requirements, as well as working capital projections.

We will discuss a strategy for network maintenance and management based on best practices. The model will include

**LEVERAGING 5G FOR ECONOMIC DEVELOPMENT**
Creating unique partnerships to drive growth

Elk Grove Village, IL sought to modernize the largest business park in North America through the deployment of cutting edge 5G partnerships. HR Green was contracted to help the Village maximize the economic potential of its industrial and technology park, which creates more than 70 percent of the tax base in the community. Expansion of services and the designation of the park properties as a national 5G leader will have meaningful and long-term impacts on its ability to recruit future tenants that fit the community’s goals to attract high-tech, aerospace and other tenants. Simultaneously, and with the advent of a number of new federal regulations, HR Green is helping the Village manage and effectively control the proliferation of possibly hundreds of small cell transmitters which can change the visual environment in the community through ordinance and aesthetic guidelines.
an overall analysis of viable potential services and will provide
the following:

SENSITIVITIES OF KEY ASSUMPTIONS:
▪ Customer segmentation
▪ Market penetration
▪ Pricing
▪ Tiered revenue structures
▪ Operating costs
▪ System construction
▪ Staffing levels
▪ Base, best and worst-case analysis

PRO FORMA
▪ Operating income and cash flow
▪ Subscriber revenue by service
▪ Subscriber revenue by customer/customer class
▪ Debt service analysis
▪ Reserve fund requirements
▪ Uses and sources of funds
▪ Operating expenses
▪ Depreciation summary
▪ Projected construction costs for network, hardware, buildings and other equipment
▪ Return on investment (ROI)

All assumptions and price sensitivities will be clearly stated
and justified. The financial model will provide you with order-
of-magnitude estimates of the overall project cost, and will
support the implementation road map by providing inputs for
potential business models, financing options, and partnering
opportunities.

In addition to the narrative report, HR Green provides you with
a detailed Excel workbook that includes all underlying data
and assumptions, and can be manipulated to illustrate the
impact of changing costs or revenue on the network’s potential
income statement. This is crucial as some vendors will provide
you only with summary data, leaving you with nothing upon
which you can build in the future.

▷ DELIVERABLES
▪ Financial analyses, pro Forma & Excel workbook

TASK 8 – Phased implementation plan

The implementation of fiber master plans can be
overwhelming. It is our belief that most communities are well
served to create a phase approach to deployment that allows
the community to implement their preferred alternatives over
time to minimize the city’s expense. This allows the City to
leverage funding resources and build a technology core that is
sustainable and future proofed.

The deployment of a fiber network will allow Pico Rivera to
accomplish many of its longer term public policy goals. By
carefully staging your deployment we will ensure that you
can maximize your investment through a thoughtful, planned
approach. Please see the El Paso County Broadband Strategic
Plan (provided as a project deliverable sample), for an
understanding of how we approached this for one of our larger
clients recently.

▷ DELIVERABLES
▪ Program management plan and supporting phase
  approach
▪ Phasing plan with projected costs and funding offsets

TASK 9 – Master plan compilation and approval process

Facilitate Strategic Direction Decisions: Our analysis and
discussions with the City will culminate in the preparation of
a broadband strategy that creates the greatest opportunity
and value to implement a network that is capable of meeting
current and long-term community needs. The strategic
plan will include recommended approaches to broadband
implementation.

▷ DELIVERABLES
▪ Executive summary
▪ Complete report including sections with deliverables
  from prior tasks
▪ Prioritized recommendations, implementation roadmap
▪ Onsite presentation of findings to City Council

As discussed, all maps and analysis will be conveyed to
the City in a mutually agreed format such as Excel, Word,
Powerpoint and GIS Shapefiles, etc.

OPTIONAL TASKS - DESIGN &
CONSTRUCTION

Engineering Design: HR Green integrates the results of the
first phase of your project into preliminary designs that can
be rapidly expanded into fully engineered, construction-ready
prints. Our team currently produces nearly 130,000 feet of
design each month for our clients, so we have deep and broad
capabilities to deliver construction-bid ready plan and profile
documents. Our Engineering Design tasks focus on creating
an optimized network that can be built at the lowest possible
cost to Pico Rivera:
▪ Develop Network Architecture: Designs that meet the
  present and future needs of the proposed fiber network
▪ Material and Equipment Specifications: Creation of
equipment and material specifications to ensure your
network is built at a consistently high level and operates
at is desired capacity
ISP Design: Creation of equipment specifications that can be accommodated by access or transport network vendors and complete CORE network electronics design

OSP Survey & Design: HR Green leverages its previously developed high level design to collect detailed field data through its GIS platforms for both underground and aerial work. Our integrated design platform allows our route designers to develop detailed plans leveraging our GIS field work to keep costs affordable and data connected through engineering and into operations

Develop Construction Bid Documents: HR Green can develop a full bid package for use by Pico Rivera in its design build process.

Construction Oversight: Our Construction Observation team will work as an owner’s rep to ensure that the construction meets the engineered specifications of the project. Field inspectors will act as a liaison between the contractor and design engineers to minimize impacts on the construction timeline.

Services may include:
- Attend a project kick-off meeting, and facilitate regular contractor project status calls
- Review and approve Contractor’s project timelines
- Review of contractor management and safety plans
- Development of QA inspection checklists
- Perform on-site safety and project inspection
- Review Contractor construction invoices
- Review of all Contractor-provided fiber optic performance test data, and perform independent testing (OTDR and power meter)
- Prepare a comprehensive report documenting the results of our test data review, independent testing, and post-construction inspection to provide verification that the network, as installed, is suitable for your purposes and conforms to the approved final design.
## SCHEDULE

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<th>SCOPE OF SERVICE</th>
<th>DATES</th>
<th>JAN</th>
<th>FEB</th>
<th>MAR</th>
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<td>Task 2.2 - Conduct Local Broadband &amp; Telecommunications Market Assessment</td>
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<td>Task 3 - Needs Assessment &amp; Goal Setting</td>
<td>2/28-3/30</td>
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<td>Task 3.1 - Evaluate City Assets</td>
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<td>Task 3.2 - Define Public/Private Sector Needs</td>
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<td>Task 3.3 - Community Engagement</td>
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<td>Task 3.4 - Establish Vision</td>
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<td>Task 4 - Create Conceptual Designs</td>
<td>3/30-4/15</td>
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<tr>
<td>Task 5 - Technical Specifications</td>
<td>Part of other tasks</td>
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<tr>
<td>Task 6 - Strategy &amp; Policy Analysis</td>
<td>3/30-5/15</td>
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<td>Task 6.1 - Evaluate Funding Alternatives</td>
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<td>Task 6.2 - Engage with Potential Partners</td>
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<td>Task 6.3 - Establish Public Policies</td>
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<td>Task 8 - Establish Phased Approach</td>
<td>4/15-5/15</td>
<td>●</td>
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<tr>
<td>Task 9 - Complete Master Plan &amp; Report</td>
<td>5/15-5/30</td>
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### RESOURCE ALLOCATION MATRIX

<table>
<thead>
<tr>
<th>PROJECT MANAGER</th>
<th>PRIMARY CLIENT CONTACT</th>
<th>SMART CITY LEAD</th>
<th>SMART GRID LEAD</th>
<th>TRAFFIC/ITS ENGINEERING</th>
<th>SMALL CELL/5G POLICY</th>
<th>QA/QC</th>
<th>GIS Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ed Barrett</td>
<td>Tim Jonasson, PE</td>
<td>Dave Zelenok, PE</td>
<td>Ken Demlow</td>
<td>Ken Merritt, PE</td>
<td>Ken Price, CG/IO</td>
<td>Bill Hayes</td>
<td>GIS Staff</td>
</tr>
</tbody>
</table>

### TASKS

- Task 1 - Project Management
- Task 2 - Evaluate Existing Systems
- Task 3 - Needs Assessment & Goal Setting
- Task 4 - Create Conceptual Designs
- Task 5 - Technical Specifications
- Task 6 - Strategy & Policy Analysis
- Task 7 - Business Modeling & Financial Analysis
- Task 8 - Establish Phased Approach
- Task 9 - Complete Master Plan & Report
OTHER INFORMATION

COMPANY INFORMATION
COMPANY NAME: HR Green Pacific, inc.
HOME ADDRESS: 1260 Corona Pointe Courte, Suite 305, Corona, CA 92879
CONTACT PERSON: Ed Barrett, Practice Leader - Fiber & Broadband Services - 319.841.4395 - ebarrett@hrgreen.com
PARENT COMPANY: HR Green, Inc., 8710 Earhart Lane SW, Cedar Rapids, IA 52404
CONTACT PERSON: Ed Barrett, Practice Leader - Fiber & Broadband Services - 319.841.4395 - ebarrett@hrgreen.com
SUBCONSULTANTS: N/A
DATES VALID: This proposal for services is valid for ninety (90) days

CONTRACT EXCEPTIONS
The sample contract provided CANNOT be signed as prepared as it contains specific mistakes that must be corrected. No consultant can legally/legitimately sign the sample contract for consulting related services with no changes. For example, the insurance and indemnification language would be uninsurable as written, based on a review by our insurance companies. If selected, HRGreen would like the opportunity to work with the City to review the agreement and address very specific issues. We would be prepared to discuss these matters immediately upon selection to assure that no time is lost and that the proposed work can be carried out in a timely manner.

Signed:

George A. Wentz
Vice President

REFERENCES

El Paso County (CO)
JEFF ECKHART
Chief Information Officer
El Paso County
719.520.6346
jeffeckhart@elpaso.co
See project details on page 4

Mountain Parks Electric, Inc. (CO)
JOE PALMER
Information Technology Manager
Mountain Parks Electric, Inc.
970.887.3378
jpalmer@mpei.com
See project details on page 6

City of Laguna Beach (CA)
GAVIN CURRAN
Director of Administrative Services
City of Laguna Beach
949.497.0360
gcurran@lagunabeachcity.net
See project details on page 5

City of Jurupa Valley (CA)
MIKE WALTZ
Public Works Operations Manager
City of Jurupa Valley
951.743.9119
mwaltz@jurupavalleynet.org
See project details on page 7

City of Greenwood Village (CO)
JOHN SHELTON
Deputy City Manager
City of Greenwood Village
303.486.5746
jseldon@greenwoodvillage.com
See project details on page 9

City of Pico Rivera
# Citywide Fiber Optics Master Plan Project Budget

<table>
<thead>
<tr>
<th>TASKS - CITYWIDE FIBER OPTICS MASTER PLAN</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>Task 1 Project Management</td>
<td>$10,044</td>
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<tr>
<td>Task 2 Evaluate Existing Systems</td>
<td>$10,520</td>
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<tr>
<td>Task 2.1 Create GIS Map</td>
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<tr>
<td>Task 2.2 Conduct Local Broadband and Telecommunications Mark Assessment</td>
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<tr>
<td>Task 3 Needs Assessment and Goal Setting</td>
<td>$32,456</td>
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<tr>
<td>Task 3.1 Evaluate City Assets</td>
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<tr>
<td>Task 3.2 Define Public/Private Sector Needs</td>
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<td>Task 3.3 Community Engagement</td>
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<td>Task 3.4 Establish Vision</td>
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<tr>
<td>Task 4 Create Conceptual Design</td>
<td>$8,800</td>
</tr>
<tr>
<td>Task 5 Technical Specifications (costs included in other tasks)</td>
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<tr>
<td>Task 6 Strategy &amp; Policy Analysis</td>
<td>$16,380</td>
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<tr>
<td>Task 6.1 Evaluate Funding Alternatives</td>
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<td>Task 6.2 Engage with Potential Partners</td>
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<tr>
<td>Task 6.3 Establish Public Policies</td>
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<tr>
<td>Task 7 Business Model &amp; Financial Analysis</td>
<td>$9,480</td>
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<tr>
<td>Task 8 Establish Phased Approach</td>
<td>$3,792</td>
</tr>
<tr>
<td>Task 9 Complete Master Plan &amp; Report</td>
<td>$8,512</td>
</tr>
<tr>
<td><strong>LABOR TOTAL</strong></td>
<td><strong>$99,984</strong></td>
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</tbody>
</table>

Notes:

Professional Reimbursement / Hourly and Overtime Rates: The hourly billing rates include the cost of salaries of the HR Green employees, plus sick leave, vacation, holiday and other fringe benefits. The percentage added to salary costs includes indirect overhead costs and fee (profit). All employees classified as “non-exempt” by the U.S. Department of Labor will be compensated at 1.5 times salary, as per state and Federal wage and hour for overtime hours. Billing rates will be calculated accordingly for overtime hours.

Prevailing Wage: Please note that for prevailing wage projects the total project cost can be higher than HR Green would otherwise charge. For prevailing wage projects, the billing rates for straight time will be as shown above. Overtime, weekend, holiday, and other special pay rates defined by the State of California Department of Industrial Relations Group II “Construction Inspector and Field Soils and Materials Tester” will be multiples of the straight hourly rates shown. Overtime and Saturday work will be billed at 1.5 times that shown above. Sunday and State Holidays will be billed at 2.0 times that shown above.
To: Mayor and the City Council

From: City Manager

Meeting Date: January 14, 2020

Subject: BUILDING AND SAFETY SERVICES – AWARD PROFESSIONAL SERVICES AGREEMENT TO JAS PACIFIC

Recommendation:

1. Award a Professional Services Agreement (PSA) to JAS Pacific to provide Building and Safety services for an annual amount not-to-exceed $250,000; and

2. Authorize the Mayor to execute the PSA with JAS Pacific, in a form approved by the City Attorney, for a term of three (3) years.

Fiscal Impact:

The cost for the services under the agreement are paid for by the fees paid by project applicants to cover the actual cost of service.

A total of $150,000 was appropriated in the 2019-20 Adopted Budget to the Community and Economic Development Professional Services Account No. 100.30.4020-54500 for plan check services. During the mid-year budget review, the additional appropriation of $100,000 may be requested to provide for the $250,000 annual contract amount.

Discussion:

An increase in the number of private development projects have generated a significant demand for building and safety staff to perform plan check review, processing and permitting. Staff propose to utilize the services of a consulting firm to augment staff resources and maintain high quality customer service.

In October 2019, the City solicited and received proposals from 11 consultants for plan check services. The proposals were reviewed and the top four (4) firms were invited for an interview. A panel of four (4) staff members from the Community and Economic Development Department scored the proposals based on the scoring criteria prescribed in the RFP. The scoring criteria included: 1) Responsiveness to RFP, 2) Organization
and Technical Qualifications, 3) Experience and Expertise, 4) Understanding and Approach and 5) Professionalism of firm.

The evaluating panel ranked the four (4) firms as follows:

<table>
<thead>
<tr>
<th>No.</th>
<th>Name of Firm</th>
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<tbody>
<tr>
<td>1.</td>
<td>JAS Pacific</td>
</tr>
<tr>
<td>2.</td>
<td>Scott Fazekas and Associates, Inc.</td>
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<tr>
<td>3.</td>
<td>Infrastructure Engineers</td>
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<tr>
<td>4.</td>
<td>Broad Spec</td>
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</table>

The evaluating panel unanimously ranked JAS Pacific as the most qualified consultant based upon the variety of experts they have in-house, the number of years that staff have been with the firm, the ability to provide staffing such as a Building Official, Permit Technician and Building Inspector within a short time-frame, and their ability to accommodate developers by expediting plan checks.

**Conclusion:**

Staff recommends that the City Council enter into a three (3) year contract agreement with JAS Pacific to perform construction plan checking services and provide other related staffing on an as-needed basis in a yearly contract amount not to exceed $250,000.

Steve Carmona

SC:RR:JG:sc

Enclosure: 1) Agreement with JAS Pacific
AGREEMENT NO. _______
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PICO RIVERA AND
JAS PACIFIC

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Pico Rivera, a California municipal corporation ("City") and Jason Addison Smith Consulting Services, Inc., DBA JAS Pacific, 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 for the Building and Safety Division of the Community and Economic Development Department. The Consultant may provide Building Official administration, plan review and permit issuance, inspection, and other staff augmentation services as assigned by the Director of Community and Economic Development on an as-needed basis during the term of this Agreement.

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 bid proposal dated November 4, 2019 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 fee proposal dated November 4, 2019 to City attached hereto as Exhibit “B”.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on May 1, 2019, and shall expire at 11:59 p.m. on June 30, 2022, 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 (Exhibit “A”) attached hereto and incorporated by reference. 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 and/or rates, shall be incorporated by written amendment to this Agreement. In no event shall the total annual compensation and costs payable to Consultant, under this Agreement, exceed the sum of Two Hundred Fifty Thousand Dollars ($250,000.00), unless specifically approved in advance, in writing, by City.

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

6. **COMPENSATION**

6.1 City shall compensate Consultant for the services provided under this Agreement at the applicable rates in the Approved Fee Schedule (Exhibit “B”) attached hereto and incorporated by reference, which includes any travel costs, mileage, overhead, or other expenses incurred by the Consultant in the performance of services pursuant to this Agreement.

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 business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty 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. Fees for such additional services shall be paid within sixty 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. Stuart Tom, PE, CBO 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
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. 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.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement violates the above-referenced provision and makes a claim to be eligible for enrollment in PERS as an employee of the City and is ultimately allowed to enroll in PERS, Consultant shall indemnify, defend, and hold harmless City for the payment of any employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors. No other amounts or financial obligations will be owed to City should this contingency occur.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement do not make a claim to be eligible for enrollment in PERS as an employee of the City, but he/she is nevertheless determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment, and required to enroll, in PERS as an employee of the City, Consultant shall have no duty or obligation to 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, or for the payment of
any penalties and interest on such contributions, which would otherwise be the responsibility of City, or any other costs, fees or expenses, including attorney's fees, arising out of this determination.

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 One Million Dollars ($1,000,000) per claimant and One Million dollars ($1,000,000) 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 One Million Dollars ($1,000,000).

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:**

Richard Rojas, Director  
Community and Economic Development Dept.  
City of Pico Rivera  
6615 Passons Blvd.  
Pico Rivera, California 90660-1016  
Phone: 562-801-4332  
Email: rrojas@pico-rivera.org

**If to Consultant:**

Stuart Tom, PE, CBO  
President  
JAS Pacific  
201 N. Euclid Avenue, Suite A  
Upland, CA 91786  
Phone: (909) 605-7777  
Email: stuart@jaspacific.com

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 calendar days’ written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty 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. \textbf{GOVERNING LAW}

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

29. \textbf{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.

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

\textbf{ATTEST:} \hspace{1cm} \textbf{City of Pico Rivera}

\begin{tabular}{ll}
Anna M. Jerome, City Clerk & Gustavo V. Camacho, Mayor \\
Date: & Date: \\
\end{tabular}

\textbf{APPROVED AS TO FORM:} \hspace{1cm} \textbf{JAS PACIFIC}

\begin{tabular}{ll}
Arnold M. Alvarez-Glasman, City Attorney & Jason A. Smith, Chief Executive \\
Date: & Date: \\
\end{tabular}
Tuesday, January 8, 2019

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

Meeting was jointly held with the City Council and Successor Agency to the Pico Rivera Redevelopment Agency. Items appear as listed on the combined agenda for the meeting of January 8, 2019.

Chairman Tercero called the meeting to order at 6:00 p.m. on behalf of the Successor Agency.

PRESENT: Elias, Salcido, Tercero
ABSENT: Camacho

PUBLIC COMMENTS: None.

CONSENT CALENDAR:

7. Minutes:
   • Approved Successor Agency meeting of June 12, 2018

8. Approval of the 2019-20 Recognized Obligation Payment Schedule (ROPS) and Corresponding Administrative Budget.

   1. Adopted Resolution No. SA-19-13 of the Successor Agency to the Pico Rivera Redevelopment Agency (Successor Agency) approving the Recognized Obligation Payment Schedule (ROPS) for the period of July 1, 2019 – June 30, 2020 (19-20 ROPS); and
   2. Approved the Administrative Budget for the Fiscal Year 2019-20.


Motion by Director Salcido, seconded by Director Elias to approve Consent Calendar Items No. 7 and 8. Motion carries by the following roll call vote:

AYES: Elias, Salcido, Tercero
NOES: None
ABSENT: Camacho
LEGISLATION: None.

NEW BUSINESS: None.

OLD BUSINESS: None.

ADJOURNMENT:
Chairman Tercero adjourned the Successor Agency to the Redevelopment Agency meeting at 6:46 p.m. There being no objection it was so ordered.

AYES: Elias, Salcido, Tercero
NOES: None
ABSENT: Camacho

Brent A. Tercero, Chairman

ATTEST:

Anna M. Jerome, Agency Secretary

I hereby certify that the foregoing is a true and correct report of the proceedings of the Successor Agency regular meeting dated January 8, 2019 and approved by the Successor Agency on January 14, 2020.

Anna M. Jerome, Agency Secretary
To: Chairman and Directors
From: Executive Director
Meeting Date: January 14, 2020
Subject: APPROVAL OF THE 2020-21 RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) AND CORRESPONDING ADMINISTRATIVE BUDGET

Recommendation:

1. Approve a resolution of the Successor Agency to the Pico Rivera Redevelopment Agency (Successor Agency) approving the Recognized Obligation Payment Schedule (ROPS) for the period of July 1, 2020 – June 30, 2021 (20-21 ROPS) and approval of the Successor Agency approving the Administrative Budget for the Fiscal Year 2020-21.

Fiscal Impact:

Since redevelopment was dissolved statewide effective January 31, 2012, the State Department of Finance (DOF) has required successor agencies to submit Required Obligation Payment Schedules (ROPS) and administrative budgets in order to request former tax increment funds to pay for enforceable obligations such as debt service and related expenses. These ROPS and administrative budgets provide funding necessary to meet the Successor Agency’s obligations such as debt service, legal advice and administrative oversight.

To meet Pico Rivera’s Successor Agency obligations for the period of July 1, 2020 through June 30, 2021, the 20-21 ROPS for requests Redevelopment Property Tax Trust Funds (RPTTF) and the use of designated debt service payment reserves. If approved by the Successor Agency, Oversight Board and DOF, the 20-21 ROPS would provide necessary funding to meet the enforceable obligations (Enclosure 1), along with permitted administrative expenses for fiscal year 2020-21.

Discussion:

The City of Pico Rivera, acting as the Successor Agency, continues to prepare ROPS to ensure that the former Redevelopment Agency’s financial obligations are met. However, recent changes to the law governing post-redevelopment operations, all Oversight Boards are now consolidated at the County level. Given the size and complexity of Los Angeles County, there are five Oversight Boards, arranged geographically by Supervisorial District. The City of Pico Rivera is in the First Supervisorial District, and therefore all
Successor Agency actions must subsequently be approved by the County level Oversight Board. Successor Agency approval of the ROPS and administrative budget is the first step in the process that culminates with State Department of Finance review and approval.

Under the mandatory dates in the Dissolution Law (i.e., AB 1X26, AB 1484, SB 107, etc.), the Successor Agency must submit a copy of the ROPS 20-21, after approval from the First Supervisor District Oversight Board, to the Los Angeles County Administrative Office, County Auditor Controller, State Controller’s Office, and State Department of Finance (DOF), by February 1, 2020. If the Successor Agency fails to meet this deadline, the City may be liable for substantial penalties, including a $10,000 per day penalty for each day past the deadline that the ROPS 20-21 is not submitted to DOF.

Form of the ROPS
DOF provides each Successor Agency with a partially completed ROPS form to standardize submissions and make them consistent with the automated tracking system the State utilizes. DOF continues to make minor annual changes to the forms and process for submitting the ROPS such as the ROPS no longer contains a Prior Period Adjustment Tab. Commencing October 1, 2018 and annually thereafter, the differences between actual payments and past estimated and approved obligations on the ROPS shall be submitted by the Successor Agency to the County Auditor Controller for review and adjustment to future distributions in place of the Prior Period Adjustment tab.

ROPS Expenditure Requests
The Successor Agency is proposing payment of four (4) enforceable obligations including the administrative cost allowance and the reserve for the next period of bond repayment on the ROPS 20-21. In total, enforceable obligations are $3,733,150 as shown on the ROPS Summary, Line F. These obligations are divided between two periods: 20-21A and 20-21B. These two periods correspond to the biannual disbursement of RPTTF dollars from the County Auditor Controller to the Successor Agency, which occurs in January and June of each year.

The Successor Agency’s enforceable obligations consist of the following items:

**Line 1: 2001 Tax Allocation Refunding Bond Debt Service**

The ROPS A period obligations are greater than the B period since the 2001 Bond principal payments are due during the A period. The ROPS A period debt service payment also is much greater than the RPTTF typically disbursed for these obligations, meaning that the Successor Agency must each year reserve cash to carry over to the A period to have sufficient resources to make the full debt service payment due. Therefore, a portion of this debt service would be paid from the ROPS 19-20B reserve ($40,000).
Line 2: Loan from former Redevelopment Agency’s Low and Moderate Income Housing Fund for the 2010 Supplemental Education Revenue Augmentation Fund (SERAf) Payment

Based on the authority under Health and Safety Code (H&SC) Sections 34171(d)(1)(G) and 34191.4(b), the Successor Agency is permitted to pay up to approximately $100,000 in FY 2020-21 on the 2010 Supplemental Education Revenue Augmentation Fund (SERAf) loan owed to the City Housing Successor Agency.

The formula that determines the maximum allowable SERAF loan repayment in any given year, as described in H&SC Section 34191.4 (b), limits such repayment to one half (1/2) the difference between the amount distributed to the taxing entities after all County administrative fees, pass through payments, and enforceable obligations have been paid (the “Residual”) during the previous fiscal year and the residual amount disbursed in FY 2012-13.

The Successor Agency’s residual in FY 2012-13 was $0. The Successor Agency will not know the Residual in FY 2019-20 until January 2020, when the ROPS will already be going through the Successor Agency and First Supervisorial District Oversight Board approval process. Therefore, the Successor Agency estimates that the residual in FY 2019-20 will be $0 and the SERAF loan repayment for ROPS 19-20 shall be $0. DOF will adjust this amount after the residual calculations have been released. Based on the estimated RPTTF amount released by Los Angeles County Auditor Controller, there will not be sufficient residual RPTTF to repay the SERAF loan this ROPS cycle.

Line 6: Administrative Cost Allowance

This amount pertains to the annual administrative budget of up to $250,000 annually which each Successor Agency is allowed per dissolution law. Pursuant to H&SC Section 34186(c), the Successor Agency submitted a ROPS 17-18 Prior Period Adjustment (PPA) form to the County Auditor-Controller by the October 1, 2019 deadline.

This 17-18 PPA form reports the Successor Agency’s amount of unspent RPTTF as of the end of the ROPS 17-18 period. The Successor Agency reported $54,569 of unspent RPTTF as of the end of ROPS 17-18 period, which has been applied to the reserve balance and is being requested to fund a portion of the administrative cost allowance on the ROPS 20-21.
Pursuant to H&SC Section 34187(a)(2), a successor agency may retain and reserve property tax revenue from one ROPS period that otherwise would be distributed to affected taxing entities (e.g., County, special districts, etc.) to the extent that DOF determines the successor agency requires those funds for the payment of enforceable obligations in a following ROPS period.

The Successor Agency estimates a shortfall of $350,000 in the ROPS 20-21A Period (i.e., FY 2021-22) to pay the $2,684,200 of projected bond obligations (i.e., debt service). Therefore, the reserve of funds of $350,000 shall be requested from 20-21B to be spent in 21-22A to pay the required debt service.

Last and Final ROPS

With a desire to conclude pursuant to H&SC Section 34191.6(a), beginning January 1, 2016, agencies that have received a Finding of Completion may submit a Last and Final ROPS if all the following conditions are met:

1) The remaining debt is limited to administrative costs and payments pursuant to enforceable obligations with defined payment schedules including, but not limited to, debt service, loan agreements, and contracts.

2) All remaining obligations have been previously listed on the ROPS and approved for payment by the DOF pursuant to H&SC Section 34177 (m) or (o).

3) The agency is not a party to outstanding/unresolved litigation, except as specified in H&SC Section 34191.6 (a) (3).

A Last and Final ROPS is intended to be just that – with only two opportunities to ever amend the ROPS under the Dissolution Act (AB1X26/AB1484). A Last and Final ROPS would reduce the administrative burden on the Successor Agency and eliminate the need for First Supervisory District Oversight Board approval of subsequent ROPS.

To alleviate the ongoing administrative burden, staff explored the option of preparing and submitting a Last and Final ROPS. Staff is not recommending that the Successor Agency proceed with such a submittal until such time as the following matters are resolved:

1) Under the Dissolution Act, the repayment of two SERAF Loans (Items 2 and 3 on the ROPS) must be repaid pursuant to a formula based on available RPTTF each year. Until these loans are paid off, the Successor Agency is not eligible for a Last and Final ROPS. The Successor Agency made its first payment on the 2010 SERAF loan (Line 2) in FY 2017-18.
2) The Successor Agency has yet to legitimize and define a payment schedule on two City loans (Line 4 and 5). The Successor Agency must take such action before submitting a Last and Final ROPS.

3) The Successor Agency has outstanding litigation with the County of Los Angeles with respect to deferral repayments (Line 10). The Successor Agency has not yet reached an agreement with the County of Los Angeles with respect to any amounts payable from RPTTF for any previous deferral of pass through. Should this be resolved, any payments due could be documented on a debt service schedule for future consideration by the Oversight Board and ultimately placed on the ROPS.

Over the past several years, staff has engaged in ongoing discussions with County officials and the Department of Finance as part of the Successor Agency’s efforts to resolve the disputed deferral claim. To date, an agreement acceptable to all parties has not yet been reached but discussions are ongoing.

Oversight Board Consolidation
On September 22, 2015, Governor Brown signed Senate Bill 107. This bill made several key changes to the Health and Safety Code sections that establish the ROPS process. On July 1, 2018, local oversight boards established by the Dissolution Law (specifically H&SC Sections 34179 to 34181) to oversee successor agencies’ actions were replaced by countywide oversight boards. Due to the number of existing Successor Agencies in Los Angeles County, all 71 Successor Agencies in Los Angeles County were consolidated into one of five oversight boards organized by Supervisorial District. Pico Rivera is located in the First Supervisorial District.

Oversight boards have broad authority to determine meeting dates at which successor agencies must submit items, to set administrative budgets, to approve enforceable obligations, and otherwise to direct the successor agency to perform activities to wind down the former redevelopment agencies. Therefore, after the ROPS 20-21 and the Administrative Budget have been approved by the Successor Agency, the ROPS 20-21 will be presented to the First Supervisorial District Oversight Board for approval.

Each district Oversight Board meets regularly, each month. Staff plans to present the approval of the ROPS 20-21 and Administrative Budget to the consolidated Oversight Board at their January 27, 2020 meeting. All approvals must be made by February 1, 2020 in order to meet the State’s deadline for submitting ROPS and to avoid a potential penalty of $10,000 per day for late submittal.

Conclusion:

Staff recommends that the Successor Agency approve the resolution establishing the ROPS 20-21, approving the expenditure of reserve funds from the 19-20B ROPS period to be spent in the 20-21A ROPS period, approving the reserve of funds in the 20-21B
ROPS period to be spent in the 21-22A ROPS period, and approving the administrative budget for fiscal year 2020-21.

Steve Carmona

SC:CC:ep

Enclosure: 1) Resolution Approving Recognized Obligation Payment Schedule (Exhibit A: ROPS 20-21 and Exhibit B: Administrative Budget)
RESOLUTION NO. ___


WHEREAS, pursuant to the dissolution of redevelopment agencies per Assembly Bill ABX1 26 (Chapter 5, Statutes of 2011) and ABX1 27 (Chapter 6, Statutes of 2011), and subsequent legislation, AB 1484 (Chapter 26, Statutes of 2012) (altogether, “Dissolution Act”), the City of Pico Rivera adopted Resolution No. 6652 on January 10, 2012, electing to serve as Successor Agency to the Pico Rivera Redevelopment Agency; and

WHEREAS, pursuant to Health & Safety Code (H&SC) Section 34177(m), the Successor Agency is required to prepare a Recognized Obligation Payment Schedule (ROPS) prior to each 12-month fiscal period, in a manner prescribed by the California Department of Finance (DOF), and submit the ROPS to the oversight board, the Los Angeles County Auditor-Controller, the State Controller’s Office, and DOF for review and approval; and

WHEREAS, pursuant to Section 34179(j) of the Dissolution Act, in every California county there shall be only one oversight board that is staffed by the county’s auditor-controller, with the exception of Los Angeles County that has five oversight boards, each a consolidated board with one each for the five supervisorial districts in the County of Los Angeles; and

WHEREAS, the applicable consolidated oversight board overseeing this Successor Agency is called the Consolidated Oversight Board First District of Los Angeles County (First District Oversight Board); and

WHEREAS, as of, on, and after July 1, 2018, the County of Los Angeles through the Los Angeles County Auditor-Controller established the First District Oversight Board (inclusive of the five oversight boards in the County of Los Angeles) in compliance with Section 34179(j), which serves as the oversight board to the successor agencies located within the boundaries of the First Supervisorial District of Los Angeles County, including this Successor Agency; and

WHEREAS, every oversight board, both the prior local oversight board and this newly established First District Oversight Board, has fiduciary responsibilities to the holders of enforceable obligations and to the taxing entities that benefit from distributions of property tax and other revenues under the Dissolution Law, in particular Section 34188; and

WHEREAS, pursuant to H&SC Section 34177(m), the ROPS for the period beginning July 1, 2020 and ending June 30, 2021 (ROPS 20-21) shall be submitted to the First District Oversight Board and DOF no later than February 1, 2020; and
WHEREAS, pursuant to H&SC Section 34177(m)(2), if a successor agency does not submit a ROPS by the aforementioned deadline, the city, county, or city and county that created the redevelopment agency shall be subject to a civil penalty equal to ten thousand dollars ($10,000) per day for every day the schedule is not submitted to DOF; and

WHEREAS, on March 29, 2013, the DOF approved the retention of $2,226,463 of former Redevelopment Agency affordable housing funds held in reserve for bond debt service payments in the Successor Agency’s Redevelopment Obligation Retirement Fund to assist with the payment of future Successor Agency bond debt service payments; and

WHEREAS, pursuant to H&SC Section 34187(a)(2), a successor agency may retain and reserve property tax revenue from one ROPS period that otherwise would be distributed to affected taxing entities to the extent that DOF determines the successor agency requires those funds for the payment of enforceable obligations in a following ROPS period; and

WHEREAS, the Successor Agency retained $40,000 in Redevelopment Property Tax Trust Fund (RPTTF) revenue from January through June 2020 (ROPS 19-20B) period to pay the enforceable obligation of the 2001 Tax Allocation Bond debt service payment in the July through December 2020 (ROPS 20-21A) period; and

WHEREAS, the Successor Agency estimates it will need to retain up to $350,000 in RPTTF revenue from the January through June 2021 (ROPS 20-21B) period to pay the enforceable obligation of the 2001 Tax Allocation Bond debt service payment in the July through December 2021 (ROPS 21-22A) period; and

WHEREAS, Section 34177(j) of the Dissolution Act requires the Successor Agency to prepare a proposed administrative budget and submit it to the First District Oversight Board for approval; and

WHEREAS, pursuant to Section 34177(j), the Successor Agency’s Administrative Budget is to include all of the following: (a) estimated amounts of the Successor Agency’s administrative costs for the upcoming twelve-month fiscal period; (b) the proposed sources of payment for the costs identified in (a); and (c) proposals for arrangements for administrative and operations services provided by the city serving as Successor Agency; and

WHEREAS, Exhibit A to this resolution establishes the ROPS 20-21 and Exhibit B to this Resolution establishes the administrative budget for 20-21 in a manner consistent with that prescribed by DOF; and

WHEREAS, the First District Consolidated Oversight Board is expected to consider approval of the ROPS 20-21 and the administrative budget for 20-21 on January 27, 2020; and

WHEREAS, the Successor Agency desires to approve the ROPS 20-21 along with the administrative budget for 20-21 and transmit it to the First District Oversight Board, the Los Angeles County Auditor-Controller, the State Controller’s Office, and DOF as required
RESOLUTION NO. ____
Page 3 of 4

by HSC Section 34172, et seq.

NOW, THEREFORE, BE IT RESOLVED by the Successor Agency to the Pico Rivera Redevelopment Agency as follows:

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

SECTION 2. The Successor Agency hereby establishes the Recognized Obligation Payment Schedule (ROPS) for the period from July 1, 2020 through June 30, 2021 (ROPS 20-21), attached hereto as Exhibit A, subject to the approval of the First District Oversight Board and the California Department of Finance.

SECTION 3. The Successor Agency approves the expenditure of reserve funds retained in the January through June (ROPS 19-20B) period in the amount of $40,000 for payment of an enforceable obligation in the July to December 2020 (ROPS 20-21A) period, as shown in Exhibit A.

SECTION 4. The Successor Agency approves the reserve of up to $350,000 from the January through June 2021 period for the debt service payment of the 2001 Tax Allocation Bond in the July through December 2021 period, as shown in Exhibit A.

SECTION 5. The Successor Agency approves the Administrative Budget, attached hereto as Exhibit B and is included in the ROPS 20-21.

SECTION 6. Successor Agency staff is directed to transmit the ROPS 20-21 to the First District Oversight Board and upon the First District Oversight Board’s approval, post the ROPS 20-21 on the City of Pico Rivera’s website and submit the ROPS 20-21 to DOF, the California State Controller’s Office, and the Los Angeles County Auditor-Controller prior to February 1, 2020 as required by law.

SECTION 7. The City Clerk shall attest and certify to the passage and adoption of this resolution, and it shall become effective immediately upon this approval.

APPROVED AND PASSED this 14th day of January, 2020 by members of the Successor Agency to the Pico Rivera Redevelopment Agency, voting as follows:

_______________________________
Gustavo V. Camacho, Chairman
RESOLUTION NO. _____
Page 4 of 4

ATTEST:  

____________________________  _______________________________
Anna M. Jerome, Agency Secretary  Arnold M. Alvarez-Glasman, Agency Counsel

AYES:  
NOES:  
ABSENT:  
ABSTAIN:
Recognized Obligation Payment Schedule (ROPS 20-21) - Summary
Filed for the July 1, 2020 through June 30, 2021 Period

**Successor Agency:** Pico Rivera  
**County:** Los Angeles

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)  

<table>
<thead>
<tr>
<th></th>
<th>20-21A Total (July - December)</th>
<th>20-21B Total (January - June)</th>
<th>ROPS 20-21 Total</th>
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<tr>
<td>A</td>
<td>Enforceable Obligations Funded as Follows (B+C+D)</td>
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<td>$54,569</td>
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<tr>
<td>B</td>
<td>Bond Proceeds</td>
<td>-</td>
<td>-</td>
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<tr>
<td>C</td>
<td>Reserve Balance</td>
<td>40,000</td>
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</tr>
<tr>
<td>D</td>
<td>Other Funds</td>
<td>-</td>
<td>-</td>
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<td>E</td>
<td>Redevelopment Property Tax Trust Fund (RPTTF) (F+G)</td>
<td>$2,578,950</td>
<td>$1,349,631</td>
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<tr>
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<td>RPTTF</td>
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<td>G</td>
<td>Administrative RPTTF</td>
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<td>195,431</td>
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<td>H</td>
<td>Current Period Enforceable Obligations (A+E)</td>
<td>$2,618,950</td>
<td>$1,404,200</td>
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Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

/s/ [Signature]  
Name: [Name]  
Title: [Title]  
Date: [Date]
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<tr>
<th>Item #</th>
<th>Project Name</th>
<th>Obligation Type</th>
<th>Agreement Execution Date</th>
<th>Agreement Termination Date</th>
<th>Payee</th>
<th>Description</th>
<th>Project Area</th>
<th>Total Outstanding Obligation</th>
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<th>ROPS 20-21 Total</th>
<th>ROPS 20-21A (Jul - Dec)</th>
<th>ROPS 20-21B (Jan - Jun)</th>
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<td>Loan from Low and Mod Hsg.</td>
<td>SERAF/ERAF</td>
<td>12/08/2009</td>
<td>06/30/2017</td>
<td>Low and Mod. Housing Fund</td>
<td>5/2011 loan for SERAF</td>
<td>Project Area #1</td>
<td>-</td>
<td>N</td>
<td>$-</td>
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<td>4</td>
<td>City Loan entered into on 18-Dec-1972</td>
<td>City/County Loan (Prior 06/28/11), Cash exchange</td>
<td>12/18/1972</td>
<td>12/31/2032</td>
<td>City of Pico Rivera</td>
<td>Loan for Redevelopment</td>
<td>Project Area #1</td>
<td>-</td>
<td>N</td>
<td>$-</td>
<td>-</td>
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<td>City Loan entered into on 18-Dec-1972</td>
<td>City/County Loan (Prior 06/28/11), Cash exchange</td>
<td>12/18/1972</td>
<td>12/31/2032</td>
<td>City of Pico Rivera</td>
<td>Sales Tax Loan - for CRA Bond coverage</td>
<td>Project Area #1</td>
<td>-</td>
<td>N</td>
<td>$-</td>
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<td>6</td>
<td>Administrative Budget</td>
<td>Admin Costs</td>
<td>02/01/2012</td>
<td>12/31/2032</td>
<td>City of Pico Rivera</td>
<td>Payroll and other administrative costs</td>
<td>Project Area #1</td>
<td>7,339,000</td>
<td>N</td>
<td>$250,000</td>
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<td>10</td>
<td>Deferral of Pass Through Payments</td>
<td>City/County Loan (Prior 06/28/11), Other</td>
<td>01/23/2001</td>
<td>06/30/2017</td>
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<td>Deferral of Pass Through Payments</td>
<td>Project Area #1</td>
<td>55,501,479</td>
<td>N</td>
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<td>Item #</td>
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<td>Obligation Type</td>
<td>Agreement Execution Date</td>
<td>Agreement Termination Date</td>
<td>Payee</td>
<td>Description</td>
<td>Project Area</td>
<td>Total Outstanding Obligation</td>
<td>Retired</td>
<td>ROPS 20-21A (Jul - Dec)</td>
<td>20-21A Total</td>
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<td>14</td>
<td>Reserve for Next Period of Bonds Payment</td>
<td>Reserves</td>
<td>01/24/2001</td>
<td>12/01/2032</td>
<td>City of Pico Rivera</td>
<td>Reserve necessary to make principal and interest payment on 2001 bonds in next ROPS period</td>
<td>Project Area #1</td>
<td>1,675,000</td>
<td>N</td>
<td>$350,000</td>
<td>-</td>
<td>-</td>
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</tr>
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</table>
Pico Rivera
Recognized Obligation Payment Schedule (ROPS 20-21) - Report of Cash Balances
July 1, 2017 through June 30, 2018
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
<th>H</th>
</tr>
</thead>
<tbody>
<tr>
<td>ROPS 17-18 Cash Balances (07/01/17 - 06/30/18)</td>
<td>Fund Sources</td>
<td>Comments</td>
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<tr>
<td></td>
<td>Bond Proceeds</td>
<td>Reserve Balance</td>
<td>Other Funds</td>
<td>RPTTF</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Bonds issued on or before 12/31/10</td>
<td>Bonds issued on or after 01/01/11</td>
<td>Prior ROPS RPTTF and Reserve Balances retained for future period(s)</td>
<td>Rent, grants, interest, etc.</td>
<td>Non-Admin and Admin</td>
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<tr>
<td>1</td>
<td>Beginning Available Cash Balance (Actual 07/01/17)</td>
<td>RPTTF amount should exclude &quot;A&quot; period distribution amount.</td>
<td></td>
<td>1,408,838</td>
<td>58,123</td>
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<td>2</td>
<td>Revenue/Income (Actual 06/30/18)</td>
<td>RPTTF amount should tie to the ROPS 17-18 total distribution from the County Auditor- Controller</td>
<td></td>
<td>3,230</td>
<td>52,419</td>
<td>2,957,430</td>
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<td>3</td>
<td>Expenditures for ROPS 17-18 Enforceable Obligations (Actual 06/30/18)</td>
<td></td>
<td></td>
<td>746,684</td>
<td>52,419</td>
<td>2,902,861</td>
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<td>4</td>
<td>Retention of Available Cash Balance (Actual 06/30/18)</td>
<td>RPTTF amount retained should only include the amounts distributed as reserve for future period(s)</td>
<td></td>
<td>665,384</td>
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<tr>
<td>5</td>
<td>ROPS 17-18 RPTTF Prior Period Adjustment</td>
<td>RPTTF amount should tie to the Agency’s ROPS 17-18 PPA form submitted to the CAC</td>
<td></td>
<td></td>
<td>No entry required</td>
<td>54,569</td>
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<td>6</td>
<td>Ending Actual Available Cash Balance (06/30/18)</td>
<td>C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)</td>
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<td>$-</td>
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<td>Item #</td>
<td>Notes/Comments</td>
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## Pico Rivera

**Report of Prior Period Adjustments**

**ROPS 17-18 Period (July 1, 2017 to June 30, 2018)**

(Report Amounts in Whole Dollars)

<table>
<thead>
<tr>
<th>Item #</th>
<th>Project Name</th>
<th>Authorized</th>
<th>Actual</th>
<th>Authorized</th>
<th>Actual</th>
<th>Authorized</th>
<th>Available</th>
<th>Lessor of Authorized / Available</th>
<th>Actual</th>
<th>Difference</th>
<th>Authorized</th>
<th>Available</th>
<th>Lessor of Authorized / Available</th>
<th>Actual</th>
<th>Difference</th>
<th>Total Difference (M+R)</th>
<th>Comments</th>
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<td>Bond Proceeds</td>
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<td>SA Reported Non-RPTTF Expenditures</td>
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SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY ADMINISTRATIVE BUDGET
(JULY 1, 2020 TO JUNE 30, 2021) ROPS FY 20-21

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tr>
<td>SALARIES AND BENEFITS</td>
<td>$170,000</td>
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<td>PROFESSIONAL SERVICES</td>
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<tr>
<td>Legal Services</td>
<td>$80,000</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$250,000</strong></td>
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</table>

Note: The Administrative Budget covers the costs incurred by the City of Pico Rivera and professional services for the operations to the Successor Agency of the Pico Rivera Redevelopment Agency.
A Regular Meeting of the Water Authority was held in the Council Chamber, Pico Rivera City Hall, 6615 Passons Boulevard, Pico Rivera, California.

Meeting was jointly held with the City Council. Items appear as listed on the combined agenda for the meeting of December 10, 2019.

Authority President Tercero called the meeting to order at 6:00 p.m.

PRESENT: Camacho, Elias, Salcido, Tercero
ABSENT: None

1st PERIOD OF PUBLIC COMMENTS – AGENDA ITEMS ONLY: None

CONSENT CALENDAR:

Water Authority:

10. Minutes:
   • Approved Water Authority meeting of August 27, 2019


   1. Award a Professional Services Agreement to Yao Engineering, Inc. to provide design and construction support services for the Electrical Panel Improvements at Plant No. 3 (CIP No. 50027) for an amount not-to-exceed $48,032 and authorize the President to execute an agreement in a form approved by the City Attorney; and
   2. Amend the Fiscal Year (FY) 2019/20 Water Authority budget by appropriating $48,032 in Water Authority Funds to Account No. 550.70.7340-54500-50027.

   Agreement No. 19-48

12. Approve Purchase of Hoosan T4F Trailer Mounted Generator (CIP No. 50028).

   1. Authorize the purchase of an Emergency Power Generator in the amount of $156,673 from Volvo Construction Equipment and Services using Sourcewell (previously known as National Joint Powers Alliance) Contract No. 052015; and
2. Amend the Fiscal Year (FY) 2019/20 Water Authority budget by appropriating $156,673 in Water Authority Funds to Account No. 550.70.7340-54500-50028.

Motion by Commissioner Salcido, seconded by Vice President Camacho to approve Consent Calendar Items No. 10 through 12. Motion carries by the following roll call vote:

   AYES: Camacho Elias, Salcido, Tercero
   NOES: None

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION: None

REGULAR AGENDA: None

ADJOURNMENT:

President Camacho adjourned the Water Authority meeting at 8:03 p.m. There being no objection it was so ordered.

   AYES: Elias, Salcido, Sanchez, Tercero, Camacho
   NOES: None

Gustavo V. Camacho, President

ATTEST:

Anna M. Jerome, Authority Secretary

I hereby certify that the foregoing is a true and correct report of the proceedings of the Water Authority regular meeting dated December 10, 2019 and approved by the Water Authority on January 14, 2020.

Anna M. Jerome, Authority Secretary
To: President and Commissioners

From: Executive Director

Meeting Date: January 14, 2020

Subject: A RESOLUTION APPOINTING A MEMBER AND ALTERNATES TO THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY (GWMA) GOVERNING BOARD FOR THE ONGOING TERM ENDING ON SEPTEMBER 30, 2021

Recommendation:

1. Adopt a resolution appointing Public Works Deputy Director/City Engineer, Monica Heredia as a Board Member, Luis Osuna and Kenner Guerrero as alternates, to the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) Governing Board for the ongoing term September 30, 2021.

Fiscal Impact: None.

Discussion:

The Los Angeles Gateway Region Integrated Regional Water Management (GWMA) is a Joint Powers Authority comprised of 25 cities and 3 water agencies that has a focus on integrating regional watershed activities such as water supply, recycled water, storm water, conservation measures and wastewater. GWMA is managed by a Board that is regulated by the Brown Act and convenes once per month. The Board is primarily made up of technical representatives who have expertise in water and storm water policies and programs. According to the new GWMA bylaws, Agency representatives must be appointed by resolution to participate as voting members in GWMA Board Meetings.

The GWMA was formed in 2007 in response to the passage of two voter approved water bonds; Proposition 50 (2002) and Proposition 84 (2006). In March 2009, the City Council adopted Resolution No. 09-21 to join the GWMA. GWMA is responsible for the regional water planning needs of the 2 million people that reside in the Gateway Region. More specifically, GWMA provides a means to collaborate with the region to organize and coordinate economical and efficient water management activities, receive state and federal funding not available to individual government entities, tailor legislative and
advocacy work to meet the needs of the Gateway communities, share information and develop regional best practices, and other water related functions.

All non-Legislative Body appointments to the GWMA Board must be done by resolution. Legislative Body appointments may be done by minute order. GWMA Board Members and alternate Board Members serve two-year terms beginning October 1st of each odd-numbered year and concluding on September 30th two years later and must be reappointed by the agency prior to completion of term appointment.

All non-Legislative Body appointments to the GWMA Board must be done by Resolution. Legislative Body appointments may be done by minute order. GWMA Board Members and alternate Board Members serve two-year terms beginning October 1st of each odd-numbered year and concluding on September 30th two years later and must be reappointed by the agency prior to completion of term appointment.

The resolution (Enclosure 1), would designate a Board Member and alternate Board Member(s) to serve continuously across successive two-year terms such that the governing body need not re-appoint the same persons to the GWMA Board every two years, unless the governing body desires to changes its designated Board Member and/or alternate Board Member or must otherwise fill a vacancy.

**Conclusion:**

Staff recommends adoption of a resolution to accept the automatic re-appointment of board members and alternates appointed in office as of September 30th of an odd numbered year for the following full two-year term without further action of the Member agency’s legislative body, unless the Member Agency provides written notice of an alternate Board appointee prior to October 1st of that year. In conformance with the revised bylaws the appointment of Public Works Deputy Director/City Engineer, Monica Heredia, as the Pico Rivera Water Authority representative on the Board of the GWMA is recommended. Luis Osuna, Assistant City Engineer, and Kenner Guerrero, Associate Engineer, are recommended as alternates.

Steve Carmona

SC:MH:lg

Enclosures: 1) Resolution
2) GWMA By-Laws
RESOLUTION NO. ________

A RESOLUTION OF THE PICO RIVERA WATER AUTHORITY, CALIFORNIA, APPOINTING A MEMBER AND ALTERNATE(S) TO THE GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY (GWMA) GOVERNING BOARD

WHEREAS, the Los Angeles Gateway Region Integrated Water Management Joint Powers Authority (GWMA) was formed in 2007 in response to the passage of two voter approved water bonds; Proposition 50, passed in 2002 and Proposition 84, passed in 2006; and

WHEREAS, the Pico Rivera Water Authority is a member of the GWMA; and

WHEREAS, under the GWMA Joint Powers Agreement, each member agency shall appoint one Member and one Alternate Member to the Governing Board and under the GWMA Bylaws may appoint three additional Alternate Members; and

WHEREAS, pursuant to the GWMA Bylaws, the Member and Alternate Members appointed by this resolution shall hold office until September 30, 2021.

NOW, THEREFORE, BE IT RESOLVED by the Pico Rivera Water Authority as follows:

SECTION 1. Monica Heredia, Public Works Deputy Director/City Engineer, is appointed to serve as the GWMA Board Member representing the Pico Rivera Water Authority.

SECTION 2. Luis Osuna (Assistant City Engineer) and Kenner Guerrero (Associate Engineer) are appointed to serve as alternate Board Members representing the Pico Rivera Water Authority.

SECTION 3. The Board Member and alternate Board Member(s) designated above shall continue in their respective positions as if re-appointed for each successive two-year term, unless the Board Member or alternate Board Member(s) is replaced by subsequent action of this legislative body or he or she ceases to be employed by the agency.

SECTION 4. The Secretary shall certify to the adoption of this resolution, and hereafter the same shall be in full force and effect.

[Signatures on the following page]
RESOLUTION NO. ____
Page 2 of 2

APPROVED AND PASSED this 14TH day of January, 2020.

______________________________
Gustavo V. Camacho, President

ATTEST: ______________________
APPROVED AS TO FORM:

Anna M. Jerome, Authority Secretary

Arnold M. Alvarez-Glasman, General Counsel

AYES: ______________________
NOES: ______________________
ABSENT: ____________________
ABSTAIN: ____________________
BYLAWS

OF

THE LOS ANGELES GATEWAY REGION

INTEGRATED REGIONAL WATER MANAGEMENT

JOINT POWERS AUTHORITY

EFFECTIVE SEPTEMBER 12, 2019

ARTICLE 1. AUTHORITY

Section 1. Authority. These bylaws are adopted pursuant to the authority of Section 6(e)(8) of the Joint Powers Agreement (“Agreement”) of the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (“Authority”).

ARTICLE 2. MEMBERS OF THE BOARD OF GOVERNORS

Section 1. Board Member Term of Office. The term of office for Board Members and Alternate Board Members (collectively “Board Member” or “Board Members”) of the Governing Board (“Board”) shall commence on October 1st of each odd-numbered year and terminate on September 30th two years later. The terms of all Board Members of the Governing Board shall run consecutively and shall not be staggered.

Section 2. Appointment to Fill Vacancy. Board Members appointed to fill a vacancy on the Board shall hold office for the remainder of the unexpired term.

Section 3. Manner of Appointment. A Member agency may appoint a member of its legislative body to the Board by minute action. Alternatively, a Member agency may appoint persons other than a member of the Member agency’s legislative body to the Board only by adoption of a resolution. A current Board appointee in office as of September 30th of an odd numbered year is presumed to be his or her Member agency’s Board appointee for the following full two-year term without further action of the Member agency’s legislative body, unless the Member agency provides written notice of an alternate Board appointee prior to October 1st of that year.

Section 4. Only Individuals can be Appointed to the Board. Member agencies must appoint Board Members by name and not by position or title.

Section 5. Board Members and Alternate Board Members. Each Member Agency may not appoint more than one Member and three Alternate Members.

Section 6. Requirement that a Board Member be an Employee or Officer of a Member Agency. Each member of the Board must be an officer or employee of a member agency and cannot be an employee or owner of a private business providing engineering or consulting services to a member agency regardless of whether the individual is an officer of a member agency.
Section 7. **Current Terms of Office.** Persons holding office on the date these Bylaws are amended who no longer satisfy the membership criteria shall hold office until they resign, are removed or their terms expire and their successors are appointed.

Section 8. **Amendment of Bylaws.** These bylaws can be amended by the affirmative vote of a majority of the Board Members.