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)

INVOCATION:

PLEDGE OF ALLEGIANCE:

CERTAIN PROVISIONS OF THE BROWN ACT ARE TEMPORARILY WAIVED PURSUANT TO GOVERNOR NEWSOM’S EXECUTIVE ORDER N-25-20 AND N-29-20. IN THE INTEREST OF PUBLIC HEALTH AND SAFETY, CITY HALL FACILITIES ARE TEMPORARILY CLOSED TO THE PUBLIC UNTIL FURTHER NOTICE. CITY COUNCIL MEETINGS CAN BE VIEWED LIVE ON CTV3 AND THE CITY’S WEBSITE AT WWW.PICO-RIVERA.ORG. IF YOU WISH TO SUBMIT A PUBLIC COMMENT CARD ON ANY OF THE LISTED AGENDA ITEMS OR NON-AGENDA ITEMS, YOU MAY DO SO IN ADVANCE BY EMAIL TO THE CITY CLERK’S OFFICE AT PUBLICCOMMENTS@PICO-RIVERA.ORG PRIOR TO 4:00 P.M. ON THE DAY OF THE MEETING. PLEASE PROVIDE YOUR FULL NAME AND SUBJECT.

SPECIAL PRESENTATIONS:
- Proclamation - Parks and Recreation Month

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 COMMENT ON ANY LISTED AGENDA ITEMS OR NON-AGENDA ITEMS, PLEASE EMAIL THE CITY CLERK’S OFFICE AT PUBLICCOMMENTS@PICO-RIVERA.ORG PRIOR TO 4:00 P.M. ON THE DAY OF THE MEETING. ALL EMAILS WILL BE READ INTO THE PUBLIC RECORD. 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 study session June 4, 2020 and regular meeting June 9, 2020
   **Recommendation**: Approve

2. 20th Warrant Register of the 2019-2020 Fiscal Year. (700)
   Check Numbers: 285396-285423; 285424-285465
   Special Check Numbers: None
   **Recommendation**: Approve

3. Approve a Resolution Authorizing a Grant Application for the Local Early Action Planning Grant Program. (700)
   **Recommendation**:
   1. Approve a resolution authorizing the City of Pico Rivera to submit an application to the State’s Department of Housing and Community Development (HCD) for funds through the Local Early Action Planning (LEAP) Grants program; and
   2. Authorize the City Manager or designee to execute all documents relating to the grant and submittal of the application to HCD, and if awarded, the execution of any documents for delivery of the funds to the City, in a form approved by the City Attorney.

   Resolution No. ______ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS
4. **Conflict of Interest Code Biennial Review.**  
   **Recommendation:**  
   1. Direct the City Clerk’s Office to notify City departments and applicable agencies to review their Conflict-of-Interest Code pertaining to designated employees to determine if any changes or amendments are necessary.

5. **I-605 Hot Spot Intersection Improvement Project (Rosemead Boulevard at Beverly Boulevard – CIP No. 21276) Amendment to Funding Agreement with Los Angeles County Metropolitan Transportation Authority.**  
   **Recommendation:**  
   1. Authorize the City Manager to execute the amendment to the funding agreement with Los Angeles County Metropolitan Transportation Authority (Metro) for the I-605 Hot Spots Intersection Project – CIP No. 21276; and  
   2. Authorize the City Manager to execute Amendment No. 6 to Professional Services Agreement No. 14-1547 with AECOM, in the amount not-to-exceed $51,428.

   Agreement No. 14-1490-2  
   Agreement No. 14-1547-6

6. **Approve Amendment No. 1 with Pacific Graphics, Inc. for The Community Guide and The Pico Rivera Profile Printing Services.**  
   **Recommendation:**  

   Agreement No. 19-1893-1

7. **Approve Amendment No. 1 to Agreement No. 17-1761 and No. 17-1762 with Hazelrigg Claims Management Services Incorporated.**  
   **Recommendation:**  
   1. Approve Amendment No. 1 to Agreement No. 17-1761 and Agreement No. 17-1762 with Hazelrigg Claims Management Services, Incorporated.

   Agreement No. 17-1761-1  
   Agreement No. 17-1762-1

**CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION:**

**REGULAR AGENDA:** None

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

a. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
   Pursuant to Government Code Section 54956.9(d)(2)
   One Matter

ADJOURNMENT:

AFFIDAVIT OF POSTING

I, Anna M. Jerome, City Clerk, for the City of Pico Rivera, DO HEREBY CERTIFY, under penalty of perjury under the laws of the State of California, that the foregoing notice was posted at the Pico Rivera City Hall bulletin board, Pico Rivera website www.pico-rivera.org, Pico Rivera Post Office and Parks: Smith, Pico and Rivera which are available for the public to view on this 18th, day of June 2020.

Dated this 18th, day of June 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 special meeting agenda will be available on the City’s website.
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).
A COVID-19 Study Session of the City Council was held in the Council Chamber, Pico Rivera City Hall, 6615 Passons Boulevard, Pico Rivera, California.

Mayor Camacho called the study session to order at 1:00 p.m. on behalf of the City Council.

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

Councilmember Dr. Sanchez arrived at 1:27 p.m.

INVOCATION: Delivered by Mayor Pro Tem Elias

PLEDGE OF ALLEGIANCE: Led by Councilmember Tercero

SPECIAL PRESENTATION:

- Budget Study Session FY 2020-21 Preliminary Budget Review

Finance Director Carrazco provided a PowerPoint presentation highlighting revenue projections, the preliminary general fund budget, and a summary of objectives.

Council Members asked if the budget could be balanced, suggested thinking outside the box akin to cost sharing with different agencies and asked if a list of the top employers in the City could be provided to City Council.

City Manager Carmona responded in the affirmative to balancing the budget and added that tough decisions would need to be made.

PUBLIC COMMENTS: None.


Assistant to the City Manager Hernandez provided PowerPoint presentations pertaining to COVID-19 update, regional and local reopening plan, City operations, civil unrest and protests; and Community Stabilization and Economic Recovery Framework highlighting national, state and regional priorities, Pico Rivera priorities, strategic framework: respond (short-term) through outreach/education, recover (mid-term) through a sequential action plan, and thrive (long-term) through holistic visioning, strategic initiatives and a general plan update.

City Council Members discussed improving policies with the Sheriff’s Department at a future meeting, to develop short, mid and long term strategic recovery plans, create
business opportunities that are outside the box, and suggested utilizing data that is available through health organizations and agencies.

**ADJOURNMENT:**

Mayor Camacho adjourned the City Council meeting at 3:36 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 study session meeting dated June 4, 2020 and approved by the City Council on June 23, 2020.

________________________________________  
Anna M. Jerome, City Clerk
A Regular 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 6:00 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 Dr. Sanchez

City Attorney Alvarez-Glasman announced that there was a need to add the following item after the posting of the regular agenda.

12. Approve a Resolution Continuing Resolution No. 7054 Proclaiming a Local Public Emergency Due to the Impacts of the COVID-19 Virus. (900)

Motion by Councilmember Tercero, seconded by Councilmember Salcido to add Item No. 12 a resolution continuing Resolution No. 7054 proclaiming a local public emergency due to the impacts of the COVID-19 virus to the regular agenda. Motion carries by the following roll call vote:

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

SPECIAL PRESENTATIONS:
- Pavement Rehabilitation Program Update

Public Works Director Heredia provided a PowerPoint presentation on the Pavement Rehabilitation Program. Council Members inquired about the cost of the street construction project, the use of the remaining bond funds and requested a detailed report for the projects. Public Works Director Heredia stated that she would provide a report at the completion of Phase B of the project. In regard to the use of the remaining bonds, she stated that the funds will be used to repair Rosemead Boulevard from Whittier Boulevard to Isora Street.

PUBLIC HEARING:

City Council:

Mayor Camacho opened the public hearing and noted receipt of a written communication from Aaron Shank on behalf of AT&T to provide public testimony on the City’s proposed fee schedule, proposed policy and design standards.

Mayor Pro Tem Elias asked if the City’s regulations and guidelines for utility companies installing intrusive 5G equipment protects the aesthetics of residential property and if the infrastructure is being placed on more dense areas and minority communities. Deputy City Attorney Chang stated that the placement of the 5G devices is determined by the demand analysis of the data traffic that is being reported and the need of additional equipment is based on older infrastructure in those communities.

City Manager Carmona stated that the proposed resolution addresses the aesthetics standards.

Mayor Camacho closed the public hearing.

Motion by Councilmember Salcido, seconded by Councilmember Dr. Sanchez to approve Resolution No. 7077 replacing the small wireless facility policies and guidelines, and adopting design standards, fee schedule, and license agreement template for small wireless facilities in the public right-of-way. Motion carries by the following roll call vote:

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Resolution No. 7077  A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, REPLACING THE SMALL WIRELESS FACILITY POLICIES AND GUIDELINES, AND ADOPTING DESIGN STANDARDS, FEE SCHEDULE, AND LICENSE AGREEMENT TEMPLATE FOR SMALL WIRELESS FACILITIES IN THE PUBLIC RIGHT-OF-WAY

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

2. **Public Hearing – Landscape and Lighting Assessment District No. 1.**

Mayor Camacho opened the public hearing and noted that there was no written communications or public comment cards to provide public testimony.

Mayor Camacho closed the public hearing.

Motion by Councilmember Salcido, seconded by Councilmember Tercero to: 1) Approve Resolution No. 7078 approving the Engineer’s Annual Levy Report for the Pico Rivera Landscape and Lighting Assessment District No. 1 for fiscal year 2020-21; and 2) Approve Resolution No. 7079 ordering the Collection of Assessments within the Pico
Rivera Landscape and Lighting Assessment District No. 1 for fiscal year 2020-21 pursuant to the Landscaping and Lighting Act of 1972. Motion carries by the following roll call vote:


Resolution No. 7079  A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ORDERING THE COLLECTION OF ASSESSMENTS WITHIN THE PICO RIVERA LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1, FISCAL YEAR 2020-21

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


Mayor Camacho opened the public hearing and noted that there was no written communications or public comment cards to provide public testimony.

Mayor Camacho closed the public hearing.

Motion by Councilmember Salcido, seconded by Councilmember Tercero to: 1) Approve Resolution No. 7080 approving the Engineer’s Annual Levy Report for the Paramount/Mines Landscape Maintenance Assessment District for fiscal year 2020-21; and 2) Approve Resolution No. 7081 confirming the Diagram and Assessment, and ordering the Levy of the fiscal year 2020-21 Assessment for the Paramount/Mines Landscape Maintenance Assessment District pursuant to the Landscaping and Lighting Act of 1972. Motion carries by the following roll call vote:


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

4. Public Hearing – Substantial Amendment No. 2 to the Community Development Block Grant Fiscal Year 2019-20 Action Plan. (1600)

Mayor Camacho opened the public hearing and noted that there was no written communications or public comment cards to provide public testimony.

Mayor Pro Tem Elias asked if the amount is being billed or received by the City. City Manager Carmona stated that the amount is being reimbursed to the City.

Mayor Camacho closed the public hearing.

Motion by Councilmember Salcido, seconded by Councilmember Tercero to: 1) Approve Resolution No. 7082 for a substantial amendment to the Fiscal Year 2019-20 Action Plan programming Coronavirus Aid Relief and Economic Security (CARES) Act CDBG-COVID (CV) funds in the amount of $176,970; and 2) Authorize the City Manager or Community and Economic Development Director to enter into agreements with eligible sub-recipients and purchase of supplies, programs and equipment. Motion carries by the following roll call vote:


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

PUBLIC COMMENTS:

Written communication was received by Jose Sanchez regarding the road surface repairs on Rosemead Boulevard and Ashley Cooper and Katie Inocente regarding Black Lives Matter.

CONSENT CALENDAR:

City Council:

5. Minutes:
   • Approved City Council special meeting of May 26, 2020

6. Approved 19th Warrant Register of the 2019-2020 Fiscal Year. (700)
   Check Numbers: 285337-285358; 285359-285391; 285392-285395
7. Approve a Resolution Adopting a List of Projects for Fiscal Year 2020-21 Funded By SB1: The Road Repair and Accountability Act of 2017. (700)

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

8. Approve a Resolution to Adopt an Addendum to the Mitigated Negative Declaration for the Pico Rivera Regional Bikeway Project (CIP No. 21280), Federal Project No. ATPL-5351 (032). (700)

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

9. Amendment to Policy for Protocols to City Council Ceremonial Proclamations and Certificates of Recognition. (100)

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

10. Approve Amendment No. 1 to Agreement with Angeles Contractor, Incorporated and Revised Total Project Budget. (500)

   1. Approved Contracted Services Amendment No. 1 to Agreement No. 20-1936 with Angeles Contractor, Incorporated in an amount not-to-exceed $153,510 for the Senior Center Flooring Project (No. S50022); and
   2. Approved the revised Total Project Budget.

   Agreement No. 20-1936-1

Motion by Councilmember Tercero, seconded by Councilmember Salcido to approve Consent Calendar Items No. 5, 6 and 10. Motion carries by the following roll call vote:

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

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION:

City Council:

7. Approve a Resolution Adopting a List of Projects for Fiscal Year 2020-21 Funded By SB1: The Road Repair and Accountability Act of 2017. (700)

For clarification purposes, Councilmember Tercero asked if the approval of this item will directly address Mr. Jose Sanchez’ issue on the southbound lane of Rosemead Boulevard. Public Works Director Heredia stated that Mr. Sanchez’ area of concern on Rosemead Boulevard had previously received a temporary fix and that the permanent repair is estimated to begin February 2021.
Motion by Councilmember Tercero, seconded by Councilmember Salcido to approve Resolution No. 7083 incorporating a list of projects for Fiscal Year 2020-21 funded by SB1: The Road Repair and Accountability Act of 2017. Motion carries by the following roll call vote:

Resolution No. 7083  A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ADOPTING LIST OF PROJECTS FOR FISCAL YEAR 2020-21 FUNDED BY SENATE BILL 1 – ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 FUNDS

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

8.  Approve a Resolution to Adopt an Addendum to the Mitigated Negative Declaration for the Pico Rivera Regional Bikeway Project (CIP No. 21280), Federal Project No. ATPL-5351 (032).

In reference to the Bikeway Project, Councilmember Tercero asked if the area residents were notified of the changes. City Manager Carmona responded in the affirmative and stated that the changes were based on feedback received from the residents.

Motion by Councilmember Tercero, seconded by Mayor Camacho to approve Resolution No. 7084 adopting an Addendum to the Mitigated Negative Declaration for the Pico Rivera Regional Bikeway Project (CIP No. 21280) and Mitigation Monitoring and Reporting Program prepared for this project in compliance with the California Environmental Quality Act (CEQA) requirements. Motion carries by the following roll call vote:

Resolution No. 7084  A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ADOPTING AN ADDENDUM TO THE MITIGATED NEGATIVE DECLARATION FOR THE PICO RIVERA REGIONAL BIKEWAY PROJECT (CIP no. 21280)

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

9.  Amendment to Policy for Protocols to City Council Ceremonial Proclamations and Certificates of Recognition.

Councilmember Tercero asked for the specific changes to the protocols. City Clerk Jerome stated that the policy and protocols were formally adopted in April 2008. She stated that the amendment to the policy and protocols is to streamline and formalize the process by adding the external policy on the City’s website for the public to access providing a 30-day advance notice for request and approval. The advance notice, she stated, would help staff organize the request for proclamations and certificates of recognition from organizations requesting them. She further stated that the request would be redirected from the City Manager’s office to the City Clerk’s office. Councilmember Salcido asked if the final approval for proclamations and certificates of recognition would remain with the City Manager. City Clerk Jerome responded in the affirmative.
Motion by Councilmember Tercero, seconded by Councilmember Salcido to approve amendments to adopted City Council policy for protocols to City Council ceremonial proclamations and certificate of recognition and to include the external policy for the City’s website. Motion carries by the following roll call vote:

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

**NOES:** None

**REGULAR AGENDA:**

City Council:

11. **Request for Grant Funding for the Four (4) Pico Rivera Veterans of Foreign Wars Posts/Facilities.**

Mayor Pro Tem Elias provided a brief explanation on the request for grant funding for the four Pico Rivera Veterans of Foreign Wars posts/facilities presented to City Council for approval.

After some discussion, City Council provided direction to City Manager Carmona and staff to create conditions such as reporting requirements, identifying the specific needs and work to be completed, non-profits must be in good standing with the City, utilizing a third party for facility repair, state how the money should be used, provide structure and guidelines for receiving the grant funds and to steer away from utilizing the general fund.

Councilmember Dr. Sanchez asked to amend the recommendation to include the American Legion facilities.

Motion by Councilmember Tercero, seconded by Councilmember Salcido to: 1) City Council consider the request from Mayor Pro Tem Elias to provide a $10,000 grant to each of the four (4) Veterans of Foreign Wars Posts/Facilities and American Legions within the City of Pico Rivera; and 2) Direct the City Manager and staff to take all necessary action to award the Grants and to effectuate the direction of the City Council. Motion carries by the following roll call vote:

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

**NOES:** None

12. **Approve a Resolution Continuing Resolution No. 7054 Proclaiming a Local Public Emergency Due to the Impacts of the COVID-19 Virus.**

City Manager Carmona provided a brief explanation on the changes to the resolution presented to City Council for approval.

For clarification purposes, Councilmember Tercero asked what changes are being requested. Community and Economic Development Director Garcia stated that this resolution will authorize the City Manager to allow businesses to utilize public right-of-
way areas, parking lots and private land for outdoor dining to meet social distancing requirements, waive fees related to the land use requests and formalizes the City Manager’s authority to close public gatherings that are large and social in nature.

Mayor Camacho asked if this resolution waives ADA compliance with City Manager Carmona stating that ADA compliance will still be required and is part of the application process.

Motion by Councilmember Tercero, seconded by Councilmember Salcido to approve a resolution continuing Emergency Resolution No. 7054 proclaiming a public emergency with the amendment that the outdoor dining areas remain one hundred percent smoke free. Motion carries by the following roll call vote:

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

**NOES:** None

**PUBLIC UPDATE ON COVID-19:**

City Manager Carmona, Parks and Recreation Interim Director Patterson and Sheriff’s Captain Marquez provided updates on COVID-19 that included the adult care facilities, Stage 3 openings: movie theaters, gyms facilities with appropriate guidelines, re-opening of parks, signage to guide park attendees to what is open or closed, continued COVID-19 testing site at the Pico Rivera Sports Arena, Senior meal program, Stay Connected program, the virtual recreation programs, the Pico Rivera Strong campaign and Census Parade on June 18th from 1:00-3:00 p.m. to promote Census 2020.

Councilmember Dr. Sanchez inquired about the community programs for residents available through the Sheriff’s station. Captain Marquez stated volunteer programs are currently offered which consists of 20 volunteers who take on projects such as filing, traffic control, and assist with city events.

Councilmember Tercero inquired about the publication of detailed number of active COVID-19 cases to which City Manager Carmona stated that he will follow up with Los Angeles County.

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

Councilmember Dr. Sanchez mentioned local food distribution events at Rio Hondo College on June 10th and St. Marianne de Paredes Catholic Church on June 13th, and reminded residents about the City’s Summer Meal Program for youth 18 years and younger. In light of the Black Lives Matter Movement mentioned under public comment, she suggested that City staff look into implicit biased trainings for staff and asked Captain Marquez how residents can communicate their policing ideas. Captain Marquez stated that the residents can contact him with any questions or concerns.
Councilmember Tercero thanked City staff for the detailed agenda reports and asked if future Budget Study Sessions could be live streamed or placed on the City's website with City Manager Carmona responding in the affirmative.

Mayor Pro Tem Elias expressed his support to Captain Marquez; asked staff to look into local hiring programs, suggested utilizing Zoom for Neighborhood Watch meetings during the pandemic, and asked how the City will impede illegal fireworks. Captain Marquez stated that he will look into hosting a Neighborhood Watch meeting via Zoom and will be meeting with City staff in the upcoming weeks to discuss how to educate the residents on illegal fireworks and how the reporting will be handled. City Manager Carmona added that the City currently has an illegal fireworks public campaign which includes a digital reporting application and a 311 phone system.

In regard to illegal fireworks, Councilmember Salcido stated that banning safe and sane fireworks would be the best way to control the issue of illegal fireworks. He reiterated that the Pico Rivera Sheriff’s station deputies have the City’s respect and support and reminded Captain Marquez of the importance of keeping the great working relationship with the City of Pico Rivera residents by keeping responsible.

Mayor Camacho expressed his desire to create a Community Advisory Committee that would work in collaboration with Captain Marquez and City Manager Carmona to educate, expand on addressing police allegations and continue to build the public's trust. He appointed himself and Councilmember Tercero to the committee. He further created the following Ad Hoc committees: Workforce Development Committee appointing himself and Councilmember Dr. Sanchez; Cannabis Committee appointing himself and Councilmember Salcido; Economic Development Committee appointing himself and Mayor Pro Tem Elias; and Veterans Committee appointing himself and Mayor Pro Tem Elias. It was decided that defined topics and purpose for each committee is to be provided to City Council at the next meeting, and that once the committees are terminated, a comprehensive report is to be provided to City Council for discussion.

**CLOSED SESSION(S):** None

**ADJOURNMENT:**

Mayor Camacho adjourned the City Council meeting at 8:32 p.m. in memory of George Floyd and Raymundo Franco. 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 June 9, 2020 and approved by the City Council on June 23, 2020.

________________________________
Anna M. Jerome, City Clerk
# 20th Warrant Register of the 2019 - 2020 Fiscal Year

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Vendor Totals: 186 - County of Los Angeles, Assessor
Invoices: 1
Total: $5.00

Vendor Totals: 1618 - Emcor Services Mesa Energy
Invoices: 2
Total: $8,221.00

Vendor Totals: 629 - Ewing Irrigation Products
Invoices: 2
Total: $528.93

Vendor Totals: 458 - Fast 5 Pico Rivera 5, LLC
Invoices: 3
Total: $221.40

Vendor Totals: 418 - GENERAL BUILDING MANAGEMENT COMPANY
Invoices: 1
Total: $313.71

Vendor Totals: 604 - Graffiti Tracker
Invoices: 1
Total: $1,500.00

Vendor Totals: 389 - Healthfirst-North Medial Group
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### AP WARRANT REGISTER 06-03-2020

Payment Date Range 06/03/20 - 06/03/20

Report By Vendor - Invoice Summary Listing

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Vendor 1677 - Nutrien AG Solutions, Inc
Vendor 1899 - NVS, Inc.
Vendor 768 - Red Wing Shoe Store
Vendor 1552 - S & S LaBarge Golf Inc
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Vendor Totals

- Vendor 1924 - School Nutrition Plus Totals: 1 invoice, $3,150.00
- Vendor 551 - Security Signal Devices Totals: 7 invoices, $1,710.00
- Vendor 86 - The Sauce Creative Services Totals: 1 invoice, $2,106.04
- Vendor 435 - The Sherwin-Williams Co. Totals: 2 invoices, $462.39
- Vendor 1475 - KAILI TORRES Totals: 1 invoice, $2,544.40
- Vendor 1768 - Transtech Engineers, Inc Totals: 2 invoices, $54,177.50

Vendor 1934 - Tripepi, Smith and Associates, Inc.
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Grand Totals: $1,513,731.68
PAYROLL REGISTER P/P 05/23/20 - 06/05/20

Pay Date: 06/11/20

VOID ACH CKS

VOID CKS

SPECIAL CKS

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531175 - 531456  365,267.71

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Vendor 263 - City of Downey Totals Invoices 1 $19.61
Vendor 773 - Clinical Laboratory of San Bernardino Inc. Totals Invoices 1 $1,235.00
Vendor 959 - Control Automation Design, Inc Totals Invoices 2 $5,980.00
Vendor 345 - Cosby Oil Company Totals Invoices 2 $1,818.33
Vendor 770 - County of Los Angeles Dept of Public Works Totals Invoices 4 $13,553.07

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Vendor 1162 - ENDICOTT COMM, INC. - CV Totals
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Vendor 629 - Ewing Irrigation Products Totals
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Vendor 1499 - F.S. Contractors, Inc Totals
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Vendor 982 - Ferguson Enterprises, Inc (Pollard Water) Totals
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Vendor 600 - Fidelity Security Life Insurance/EyeMed Totals
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| Vendor 726 - S & J Supply Co., Inc. | Totals                                                                                          | Invoices | 2            |            |            |               |              | $8,277.02        |

| Vendor 1552 - S & S LaBarge Golf Inc | Totals                                                                                          | Invoices | 2            |            |            |               |              | $13,083.73       |

| Vendor 266 - SEIU Local 721 | Totals                                                                                          | Invoices | 1            |            |            |               |              | $1,732.57        |

| Vendor 692 - SEIU Local 721-COPE | Totals                                                                                          | Invoices | 1            |            |            |               |              | $67.25           |

Run by Ricky Rao on 06/11/2020 11:16:58 AM
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Vendor Totals

Vendor 396 - SEQUEL CONTRACTORS, INC. Totals

Vendor 396 - SEQUEL CONTRACTORS, INC. | Invoices | 1 | $734,851.57 |

Vendor 1031 - Shoeteria Totals

Vendor 1031 - Shoeteria | Invoices | 1 | $197.96 |

Vendor 936 - Sunbelt Rentals Totals

Vendor 936 - Sunbelt Rentals | Invoices | 1 | $160.29 |

Vendor 936 - Sunbelt Rentals | Invoices | 1 | $160.29 |

Vendor 956 - United Rentals Northwest, Inc Totals

Vendor 956 - United Rentals Northwest, Inc | Invoices | 1 | $5,769.42 |

Vendor 1511 - United Way Of Greater Los Angeles Totals

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

Vendor 1077 - US Safety & Supply Company Totals

Vendor 1077 - US Safety & Supply Company | Invoices | 1 | $1,324.31 |

Vendor 695 - Vulcan Materials Co. Totals

Vendor 695 - Vulcan Materials Co. | Invoices | 1 | $168.63 |
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**Vendor 695 - Vulcan Materials Co. Totals**

- Invoices: 6
- Total: $1,137.19

**Vendor 265 - Water Replenishment District of So. California**

- Invoices: 3
- Total: $110,084.00

**Vendor 758 - Waxie Sanitary Supply**

- Invoices: 2
- Total: $1,539.53

**Vendor 974 - WEBSTER'S BEE REMOVAL SERVICE**

- Invoices: 3
- Total: $435.00

**Vendor 402 - Weck Laboratories Inc.**

- Invoices: 3
- Total: $424.00

**Vendor 781 - West Coast Sand & Gravel, Inc.**

- Invoices: 2
- Total: $1,146.54

**Vendor 175 - Western Dental Services, Inc.**

- Invoices: 2
- Total: $1,020.00
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Vendor 150 - Western Water Works Totals
- Invoices: 1
- Amount: $960.24

Vendor 1894 - Yao Engineering, Inc. Totals
- Invoices: 1
- Amount: $2,395.00

Vendor SAMANTHA COOPER Totals
- Invoices: 1
- Amount: $200.00

Vendor YOLANDA GALLARDO Totals
- Invoices: 1
- Amount: $200.00

Vendor MICHELLE WOOD Totals
- Invoices: 1
- Amount: $2,200.00

Grand Totals
- Invoices: 135
- Amount: $1,110,133.78
To: Mayor and City Council

From: City Manager

Meeting Date: June 23, 2020

Subject: APPROVE A RESOLUTION AUTHORIZING A GRANT APPLICATION FOR THE LOCAL EARLY ACTION PLANNING GRANT PROGRAM

Recommendation:

1. Approve a resolution authorizing the City of Pico Rivera staff to submit an application to the State’s Department of Housing and Community Development for funds through the Local Early Action Planning (LEAP) Grants program; and

2. Authorize the City Manager or designee to execute all documents relating to the grant and submittal of the application to the State Department of Housing and Community Development, and if awarded, the execution of any documents for delivery of the funds to the City, in a form approved by the City Attorney.

Fiscal Impact:

The proposed LEAP application by the City of Pico Rivera (City) to the State’s Department of Housing and Community Development (HCD) will be a request for $300,000 in LEAP funds. This is a non-competitive grant opportunity that is based on the City’s population and does not require a local match. If the City’s LEAP Grant application is accepted, the City would be reimbursed for eligible expenses that improve the City’s review of housing development proposals.

Discussion:

On January 27, 2020, the State’s Department of Housing and Community Development (HCD) issued a Notice of Funding Availability (NOFA) in the amount of $119,040,000 to assist all California Jurisdictions. HCD administers the LEAP grant program pursuant to the provisions of Health and Safety Code Sections 50515 through 50515.05. LEAP provides funding to jurisdictions based on population, and the City qualifies for a $300,000 grant, which would be used for projects that assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing need assessment.

This grant opportunity is designed to produce more housing units, therefore, the City is applying for LEAP funds for the purchase of online permitting and interactive digital systems. These systems will expedite the processing of plan approvals and building
permits to assist with housing production in the City.

Online Permitting and Interactive Digital Systems

Currently, permitting and plan approvals are conducted in person for both the Planning and Building Divisions of the Community and Economic Development Department. Online permitting and interactive digital systems will streamline planning and building submittals and review processes, increase transparency, and speed up housing production. Such a system will provide a more efficient way to communicate with the applicant, and manage the plan review process in a paperless environment that is important due to the current COVID-19 pandemic. Plans can be submitted, reviewed and staff corrections/suggestions added electronically. The plan review process will continue until all reviewers approve the review, and all action items will be tracked in real time. These systems will minimize human error and speed up the permitting and regulatory land use process for the City.

Conclusion:

Staff recommends that the City Council approve the resolution authorizing a grant application for the LEAP grant program. The Online Permitting and Interactive Digital Systems will position the City to increase housing related planning activities and facilitate accelerated housing production with significant planning process improvements.

Steve Carmona

SC:MG:LR:JF

Enclosures: 1) Resolution
RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS

WHEREAS, pursuant to Health and Safety Code 50515 et seq, the State Department of Housing and Community Development (HCD) is authorized to issue a Notice of Funding Availability (NOFA) as part of the Local Government Planning Support Grants Program for the Local Early Action Planning Grants program (LEAP); and

WHEREAS, the HCD has issued a NOFA and Application on January 27, 2020 in the amount of $119,040,000 for assistance to all California Jurisdictions; and

WHEREAS, the City of Pico Rivera (City) desires to submit a LEAP grant application package (Application), on the forms provided by the HCD, for approval of grant funding for projects that assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing need assessment.

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

SECTION 1. The City Manager is hereby authorized and directed to apply for, execute, and submit to the HCD the Application package and all other documents required or deemed necessary or appropriate for the submittal of the Application package.

SECTION 2. In connection with the LEAP grant, if the Application is approved by the HCD, the City Manager is authorized to accept the grant and submit any subsequent documents for the Application, enter into, execute, and deliver on behalf of the City, a State of California Agreement (Standard Agreement) for the amount of $300,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the LEAP grant, the City’s obligations related thereto, and all amendments thereto in formats approved by the City Attorney.

SECTION 3. The approval of this resolution is not subject to the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Sections 15060(c)(2) because the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment; 15060(c)(3) because the activity is not a project as defined in Section 15378; and 15061(b)(3) under the common sense exemption because the activity has no potential for causing a significant effect on the environment and because there is no possibility that the adoption of this resolution may have a significant adverse effect on the environment.
SECTION 4. 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 23rd day of June, 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:
To: Mayor and City Council

From: City Manager

Meeting Date: June 23, 2020

Subject: CONFLICT OF INTEREST CODE BIENNIAL REVIEW

Recommendation:

1. Direct the City Clerk’s Office to notify City departments and applicable agencies to review their Conflict-of-Interest Code pertaining to designated employees to determine if any changes or amendments are necessary.

Fiscal Impact:

There is no fiscal impact to this action.

Discussion:

The Political Reform Act requires a biennial review of the City’s Code in even-numbered years (Government Code Section 87306.5). The City’s Code requires designated officials and employees to disclose sources of income, interests in real property, investments and business positions if such interests are located within the jurisdictional boundaries of the City of Pico Rivera.

The City Council must notify City departments and agencies not covered under the City’s Conflict-of-Interest Code (Code) to review its Code no later than July 1 of each even numbered year and submit a biennial notice to the City Council by October 1, 2020.

Tonight’s Council action presents the first step in the Code review process. As directed by City Council, the Code will be reviewed to determine whether the position classifications and/or disclosure categories are accurate. Staff will then notify the City Council of any required amendments and present the City Council with an updated Conflict-of-Interest Code for Council review and approval. A proposed amended Code is not effective until approved by the City Council.

Steve Carmona

SC:AMJ
To: Mayor and City Council
From: City Manager
Meeting Date: June 23, 2020
Subject: I-605 HOT SPOT INTERSECTION IMPROVEMENT PROJECT (ROSEMEAD BOULEVARD AT BEVERLY BOULEVARD – CIP NO. 21276) AMENDMENT TO FUNDING AGREEMENT WITH LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

Recommendation:

1. Authorize the City Manager to execute the amendment to the funding agreement with Los Angeles County Metropolitan Transportation Authority (Metro) for the I-605 Hot Spots Intersection Project – CIP No. 21276; and

2. Authorize the City Manager to execute Amendment No. 6 to Professional Services Agreement No. 14-1547 with AECOM, in the amount not-to-exceed $51,428.

Fiscal Impact:

The project is currently fully funded with Measure R grant funds awarded to the City by Metro through the Gateway Cities Council of Governments (GCCOG) in the amount of $13,479,000. On January 22, 2019, the SR-91/I-605/I-405 Technical Advisory Committee (TAC) of the GCCOG approved the City’s request for additional funding. On January 23, 2020, the Metro Board of Directors approved the additional funding and execution of the recommended amendments to the funding agreements with Metro. No additional appropriations are required for the project at this time.

Discussion:

The City of Pico Rivera is a member of the SR-91/I-605/I-405 Corridor Cities Committee through its membership in the Gateway Cities Council of Governments (GCCOG). The mission of this group is to reduce congestion along an approximate 19-mile stretch of the I-605, SR-91, and I-405 freeways. The committee created the Hot Spots Program to focus on reducing congestion in local jurisdictions at regionally significant roadway intersections located within the limits of the corridor study area.

There are four (4) intersections along Rosemead Boulevard within the City of Pico Rivera that were identified in the Hot Spots Program: 1) Rosemead Boulevard at Beverly Boulevard (CIP No. 21276); 2) Rosemead Boulevard at Slauson Avenue (CIP No. 21277);
3) Rosemead Boulevard at Whittier Boulevard (CIP No. 21278); and 4) Rosemead Boulevard at Washington Boulevard (CIP No. 21278).

Metro Funding Agreement

On May 27, 2014, the City Council approved Agreement No. 14-1490 for grant funding in the amount of $4,040,000 for the Rosemead Boulevard at Beverly Boulevard Hot Spot Project (CIP No. 21276).

On July 11, 2017, the City Council approved Amendment No. 1 to Agreement No. 14-1490 for additional grant funding in the amount of $4,434,000.

Plans, specifications and estimates were completed for CIP No. 21276 in January 2019. Based on final plans, specifications and estimates, a funding shortage of $5,005,000 was identified. Metro approved the City’s funding request of $5,005,000 on January 23, 2020.

The recommended Amendment No. 2 (Enclosure 1) to Agreement No. 14-1490 is for additional grant funds in the amount of $5,005,000.

Professional Services Agreement

On September 23, 2014, the City Council awarded Professional Services Agreement No. 14-1547 to AECOM (formally URS Corporation) for engineering services for CIP No. 21276 (Rosemead Blvd. at Beverly Blvd.) in the amount not-to-exceed $569,516. During the design phase of this project which lasted five years, five (5) executed contract amendments for Agreement No. 14-1547 have been executed due to traffic analysis, design modifications, survey and right-of-way support services in the amount of $504,833.

The recommended Amendment No. 6 (Enclosure 2) provides additional right-of-way support services for relocation and appeals claims received during the statutory period and additional construction support services necessary due to private utility relocations. The total contract amount for AECOM is $1,125,777 in order to complete construction of this project. In addition, Amendment No. 6 revises the expiration date of the contract.

Conclusion:

Staff recommends execution of the recommended amendments to the funding agreement with Metro. Following execution of the funding amendment, the City will be eligible to receive reimbursement from Metro for the funding shortage identified for the project.
In addition, staff recommends execution of Amendment No. 6 to Agreement No. 14-1547 for a fee not-to-exceed $51,428 for additional right-of-way support and construction support services in order to complete the right-of-way acquisition/relocation and provide continued support during construction for this project.

CIP No. 21276 is currently in construction and is anticipated to be completed by March 2021. The total Measure R grant funding for the intersection of Rosemead Boulevard at Beverly Boulevard is $13,479,000.

Steve Carmona

SC:MH:KG:lg

Enclosures: 1) Amendment No. 2 to Agreement No. 14-1490
           2) Amendment No. 6 to Agreement No. 14-1547 with AECOM
AMENDMENT No. 2 TO MEASURE R FUNDING AGREEMENT
BETWEEN CITY OF PICO RIVERA AND THE LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 2 to the Funding Agreement (this “Amendment”), is dated as of
March 1, 2020 by and between the City of Pico Rivera (“Grantee”) and the Los Angeles County
Metropolitan Transportation Authority (“LACMTA”).

RECITALS:

A. Grantee and LACMTA entered into that certain Funding Agreement
No. MR315.05 dated June 12, 2014, which was amended on July 21, 2017, (as amended, the
"Existing FA"), which Existing FA provides for the Rosemead Boulevard and Beverly
Boulevard Intersection Improvements Project (the “Project”);

B. WHEREAS, LACMTA Board action of June 27, 2019, increased the
Measure R programmed funds from $8,474,000 to $13,935,250 (the “Funds”) for the Project;

C. WHEREAS, LACMTA Board action of January 23, 2020, decreased the
Measure R programmed funds from $13,935,250 to $13,479,000 (the “Funds”) for the
Project;

D. WHEREAS, the Funds are currently programmed as follows: $400,000
in Measure R Funds in FY 2013-14; $2,600,000 in Measure R Funds in FY 2014-15;
$1,251,000 in Measure R Funds in FY 2015-16; $4,223,000 in Measure R Funds in FY 2016-
17; and $5,005,000 in Measure R Funds in FY 2018-19. The total designated amount for the
Project is $13,479,000; and

E. Grantee and LACMTA desire to amend the Existing FA as provided
herein.
AGREEMENT:

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

1. Part I, Paragraph 2.2 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: “To the extent the Measure R funds are available, LACMTA shall make to GRANTEE a grant of the Measure R funds in the amount of $13,479,000 (the “Funds”) for the Project. LACMTA Board of Directors actions on October 24, 2013, March 27, 2014, June 23, 2016, June 27, 2019, and January 23, 2020 granted the Measure R Funds for the Project. The Funds are currently programmed as follows: $400,000 in FY 2013-14; $2,600,000 in FY 2014-2015; $1,251,000 in FY 2015-16; $4,223,000 in FY 2016-17; and $5,005,000 in FY 2018-19.”

2. Part I, Paragraph 11 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

“Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Metro HQ
Los Angeles, CA  90012
Attention: Carlos Montez, 99-18-2
(213) 418-3241
MontezC@metro.net”

3. Part II, Paragraph 3 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

“3. INVOICE BY GRANTEE

Unless otherwise stated in this FA, the Monthly Progress Report or the Quarterly Expenditure Report, with supporting documentation of expenses, Project progress and other documents as required, which has been pre-approved by LACMTA, all as described in Part II, Section 6.1 of this FA, shall satisfy LACMTA invoicing requirements. Grantee shall only submit for payment, the LACMTA pre-approved Monthly Progress Report or Quarterly Expenditure Report Packets to the LACMTA Project Manager at the email address shown in Part I and to LACMTA Account Payable Department as shown below.

Submit invoice with supporting documentation to:
ACCOUNTSPAYABLE@METRO.NET (preferable)
or
mail to:

Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA  90051-0296

All invoice material must contain the following information:
Re: LACMTA Project ID# MR315.05 and FA# MOU.MR315.05
LACMTA Project Manager: Carlos Montez, MS: 99-18-2”

4. Part II, Section 9.1 (vii) of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: “(vii) within **five years or 60 months** from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2013-14 are subject to lapse by June 30, 2018. All Funds programmed for FY 2014-15 are subject to lapse by June 30, 2019. All Funds programmed for FY 2015-16 are subject to lapse by June 30, 2020. All Funds programmed for FY 2016-17 are subject to lapse by June 30, 2021. All Funds programmed for FY 2017-18 are subject to lapse by June 30, 2023.”

5. Attachment A-1 of the Existing FA is hereby replaced by Attachment A-2, attached.

6. Attachment B1-1 of the Existing FA is hereby replaced by Attachment B1-2, attached.

7. Attachment C-1 of the Existing FA is hereby replaced by Attachment C-2, attached.

8. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.
IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: ___________________________ Date: ___________________________
    Phillip A. Washington
    Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: ___________________________ Date: ________________
    Deputy

GRANTEE:

CITY OF PICO RIVERA

By: ___________________________ Date: ___________________________
    Steve Carmona
    City Manager

APPROVED AS TO FORM:

By: ___________________________ Date: ___________________________
    Arnold M. Alvarez-Glasman
    City Attorney
IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: ___________________________ Date: ___________________________
    Phillip A. Washington
    Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: ___________________________ Date: 3/16/2020
    Deputy

GRANTEE:

CITY OF PICO RIVERA

By: ___________________________ Date: ___________________________
    Steve Carmona
    City Manager

APPROVED AS TO FORM:

By: ___________________________ Date: ___________________________
    Arnold M. Alvarez-Glasman
    City Attorney
IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: ___________________________ Date: ___________________________

Phillip A. Washington
Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: ___________________________ Date: ___________________________

Deputy

GRANTEE:

CITY OF PICO RIVERA

By: ___________________________ Date: ___________________________

Steve Carmona
City Manager

APPROVED AS TO FORM:

By: ___________________________ Date: ___________________________

Arnold M. Alvarez-Glasman
City Attorney

Rev: 12.07.16
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PROJECT TITLE: I-605 Hot Spots Arterial Intersection Project - Rosemead Boulevard and Beverly Boulevard

PROJECT LOCATION:
The project is located at the intersection of Rosemead Boulevard and Beverly Boulevard in the City of Pico Rivera, in the Los Angeles County area.

PROJECT LIMITS:
Proposed improvements will be limited to the intersection of Rosemead Boulevard and Beverly Boulevard; on Rosemead Boulevard south of intersection to Arma Street and north to Ibsen Street; and on Beverly Boulevard east of intersection to Lindell Avenue and west to Acacia Avenue.

NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:
The purpose of this project is to construct intersection improvements that will most effectively reduce existing and forecasted congestion in and around the SR-91/I-605/I-405 corridor. The proposed improvements have been analyzed and are shown to result in improved Level-of-Service (LOS) conditions.

PROJECT BACKGROUND:
Proposed improvements include the following: full acquisition of a commercial building and residential property in order to accommodate the increased left-turn storage, additional left-turn lanes, additional through travel lanes, dedicated right-turn pockets, reconstruction of existing medians to accommodate additional travel lanes, and associated traffic signal modifications.

PROJECT BUDGET:

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<th>COMPONENT</th>
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<td>Construction Capital</td>
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<td><strong>Total Budget</strong></td>
<td><strong>$ 13,479,000</strong></td>
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SCOPE:
The project entails the following:

- Increase the southbound left-turn storage by adding a third left turn pocket on Rosemead Boulevard.
• Reconstruct landscaped raised medians, as necessary, to accommodate additional travel lanes.
• Provide additional north and southbound thru lanes on Rosemead Boulevard.
• Propose parking restrictions to restrict peak-hour parking along the west side of Rosemead Boulevard.
• Provide a southbound shared through/right-turn pocket on Rosemead Boulevard.
• Provide dual right-turn lanes for westbound Rosemead Boulevard.
• Evaluate the closure of Lindell Avenue at Beverly Boulevard and the acquisition of the existing residential property to increase the westbound right-turn capacity and eliminate the potential for conflicting traffic movements.
• Add overlap phasing for southbound right-turn onto Beverly Boulevard.
• Full acquisition of the existing commercial property at the northeast corner of the Rosemead Boulevard and Beverly Boulevard intersection.
• Construct traffic signal improvements to accommodate additional travel lanes.
• Provide for utility relocation and upgrade, as necessary.
• Demolition of existing private and/or public improvements and grading.
• Construct bus shelters to comply with Metro standards.
• Preparation of road easements and temporary construction easements.
• Preparation of plats and legal descriptions for the roadway easements and temporary construction easements.
• Construct miscellaneous improvements such as paving, wheelchair ramps, sidewalk, utility relocations, catch basin relocation, grading as necessary to reconstruct the interface between the offsite and onsite improvements, traffic signal upgrades, traffic signing, striping, markings, street lighting, etc., as necessary, to construct the project.

DESIGN:
I. Preliminary Design – “___ Report” as Final Work Product

Tasks to be performed include, but are not limited to, the following:

A. Meet with City of Pico Rivera staff to review the study arterial concept plans and traffic model information to confirm the basic traffic data that will be utilized in determining the scope of the proposed intersection improvements.
B. Perform research at Los Angeles County and the City of Pico Rivera for survey information.
C. Set target survey control points. Establish horizontal and vertical coordinates on all control points.
D. Obtain topographic feature locations for a complete and accurate representation of existing conditions within the public right-of-way.
E. Obtain complete record drawings and other documents to show location of all utilities, location and dimensions of all sidewalks and driveways, location of all trees and landscaping which may be affected by the improvements.

F. Prepare a Field Condition Assessment Memo. Perform preliminary field reconnaissance and photo-document existing conditions. Identify special conditions that might create conflicts or change orders during construction.

G. Identify and coordinate with all utilities in the project area to facilitate the final design of the Project.

H. Identify right-of-way acquisitions to provide for the optimal alignment of Road, which shall incorporate roadway widening, development build outs and preservation of existing improvements and scenic character of the area.

I. Identify street pavement structural sections for project area.

J. Identify all drainage/BMP structure improvements, based upon hydrology, hydraulic calculations and water quality issues. Structural BMPs shall be incorporated into the street design for stormwater quality improvements prior to entering natural waterways.

K. Prepare and submit a Report identifying the ultimate alignment of roadway improvements, as well as the recommended ultimate repair strategy for As part of the Report, the Consultant shall prepare and provide CAD drawings of the proposed alignment, which shall include vertical and horizontal alignment, improvements, and drainage/BMP structures. Right-of-way acquisitions and/or vacations shall be clearly identified.

L. Prepare and submit an Engineer’s construction cost estimate for all recommended improvements identified in the Report.

II. Environmental Analysis

Tasks to be performed include, but are not limited to, the following:

A. Define a complete and detailed project description and delineate project study areas that will meet the needs of technical analyses and Initial Study/Mitigated Negative Declaration (IS/MND).

B. Conduct the required technical analysis for the project.

C. Prepare, following completion of appropriate technical analysis, an Administrative Draft IS, consistent with CEQA Guidelines Appendix G, for review and approval by the City.

D. Prepare the Draft IS and Draft MND for public circulation.

E. Prepare responses to public review of Draft and prepare a Final MND and submit for review to the City.

F. Should mitigation measures be required to reduce project impacts to less than significant, consultant will prepare the Mitigation Monitoring and Reporting Program (MMRP).

G. Prepare and file Notice of Determination (NOD) with the Los Angeles County Clerk’s Office.

H. Coordinate public hearings to address any comments from the received by the public.

I. Prepare technical studies to verify the project will have no environmental impacts and/or identify appropriate mitigation measures to bring potential impacts to a less than significant level. The studies that will be prepared are Air Quality, Global Climate Change, Noise and Traffic.

J. Coordinate with the City and prepare permit applications/notifications for the Project as applicable.

III. Final Design – Plans, Specifications and Estimates

Tasks to be performed include, but are not limited to, the following:
A. Design the ultimate build out of Rosemead Boulevard and Beverly Boulevard, based on the City reviewed “Summary Letter Report”.

B. Prepare civil roadway plans for the required improvements, consistent with City format. At a minimum, the plan set shall include Title Sheet, Site Plan, General Construction Notes, Horizontal Control, Typical Sections and Details, Plan and Profile, Drainage/BMP Structure(s) Details, Construction Phasing, Traffic Striping/Signage/Signal Plans, Street Lighting/Electrical, Bus Shelter and Median/Landscaping Plans.

C. Submittal of plan set shall be delivered at 65% and 95% complete and final (three (3) sets per submittal). When project is complete, the Consultant shall provide AutoCAD files for all plan sheets.

D. Prepare construction specifications consistent with City format (SSPWC “Greenbook” APWA, current edition with updates.

E. Submittal of specifications shall be delivered to the City at 65%, 95% complete and final. When project is complete, the Consultant shall provide a digital file of specification package in Microsoft Word format for Windows.

F. Prepare an engineer’s construction cost estimate based on the itemized quantity take-off from the contract documents.

G. Submittal of the engineer’s construction cost estimate shall be delivered to the City at 65%, 95% complete and final in a spreadsheet format.

IV. Project Management and Preparation of Periodic Updated Schedule, Deliverables and Meetings

Tasks to be performed include, but are not limited to, the following:

A. Attend a pre-design (kick-off) meeting with City representatives to review the project in detail, and determine the City’s specific requirements and procedures for design, ongoing review, coordination and meetings. Anticipate attending a minimum of 6 (six) meetings with City staff.

B. Maintain continuous communication with the City of Pico Rivera Project Manager, including meetings to review the initial concept plans and project status at 65%, 95%, and 100% completion.

C. Provide agendas of special items for discussion, and minutes listing action items

D. Provide a detailed project schedule with updates on a monthly basis

E. Maintain continuous awareness of the status of each task as it proceeds, and make provisions to expedite and resolve any challenges that may impede progress

F. Proactively initiate communications between the design team and City of Pico Rivera to address key issues timely

G. Provide support for City of Pico Rivera and/or City Council presentations, including Power Point presentations, concept plans and drawings and answer questions from committee or council members

RIGHT-OF-WAY:

Right-of-Way Support and Right-of-Way Capital

Right-of-Way Support:
Tasks to be performed include, but are not limited to, the following:

A. Prepare and provide exhibits, plats and legal descriptions for the properties requiring right of way acquisition, slope easements, temporary construction easements and/or rights-of-entry.

B. Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City, shall be and not be limited to: Project
Kick-off Meeting, site visits, progress meetings and preparation for City Council meetings.

C. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

Right-of-Way Capital:
Tasks to be performed include, but are not limited to, the following:

A. Order title reports/litigation guarantees.
B. Present conceptual plans to property owners adjacent to project.
C. Prepare and provide appraisal of properties requiring right of way acquisition.
D. Authorize appraisals and improvements pertaining to properties.
E. Notify and meet with property owners of appraisals and detailed improvements to their properties.
F. Set just compensation.
G. Present written offer letters and appraisal summaries to property owners.
H. Conduct negotiations to settlement.
I. Prepare fixture and equipment appraisal services for multiple businesses.
J. Present and prepare relocation plan as required under state guidelines as result of one (1) residential and eleven (11) commercial displacements.
K. Relocation assistance for one (1) residential and eleven (11) commercial displacements.

CONSTRUCTION:
Grantee expects to provide construction oversight, procure a consultant for construction management, award a contract for construction and to perform the following tasks:

A. Provide technical support during the bidding of the project.
B. Respond to Request for Information (RFIs) during the project advertisement period and log questions and responses.
C. Prepare project addenda at the direction of City staff.
D. Attend the pre-construction meeting, job walk, and job-site meetings over the course of the construction schedule.
E. Provide response to contractor's requests for information (RFI) about the plans and specifications forwarded to the Consultant by the City. This task includes conferring with the City's Construction Manager regarding the RFI as appropriate. Regularly scheduled construction observation is specifically excluded from this scope of work. It is assumed that ten RFI's will be responded too.
F. Review and approve shop drawings.
G. Furnish a complete set of revised original record drawings complete with electronic files.
H. Contract with a separate engineering firm to provide Construction Management for the Project. This will be accomplished through an RFP.
I. Contract with a Contractor for construction.
J. Conduct a “Ribbon Cutting” ceremony at the completion of the Project.

The Design Consultant shall meet as needed with the Grantee to accomplish Project tasks as outlined.
MILESTONES: The implementation schedule for this project will be as follows.

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CONSTRUCTION MILESTONES: The implementation schedule for this project will be as follows.

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<td>Develop Solicitation Package</td>
<td>May 2019</td>
<td>May 2019</td>
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<td>Solicitation Response</td>
<td>June 2019</td>
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</tr>
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<td>July 2019</td>
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<td>Contract Award</td>
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<td>February 2020</td>
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<tr>
<td>Environmental</td>
<td>October 2014</td>
<td>September 2015</td>
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</table>
ATTACHMENT C - Location Map(s)
AMENDMENT NO. 6
TO THE PROFESSIONAL SERVICES AGREEMENT
WITH AECOM TECHNICAL SERVICES, INC., AGREEMENT NO. 14-1547

THIS AMENDMENT NO. 6 TO AGREEMENT NO. 14-1547 FOR PROFESSIONAL SERVICES WITH (AECOM Technical Services, Inc.) ("Amendment No. 6"), effective as of the date specified in paragraph 5 hereof, is made and entered into by and between the CITY OF PICO RIVERA ("CITY"), and AECOM Technical Services, Inc., ("CONSULTANT").

RECITALS

A. CITY and CONSULTANT’S predecessor URS Corporation, a Nevada corporation, dba URS Corporation Americas (collectively referred to as the “PARTIES”) have previously executed that certain Agreement for Professional Services, Agreement No. 14-1547 ("Agreement") relating to professional services in the City of Pico Rivera.

B. The PARTIES desire to amend said Agreement as set forth herein, pursuant to Section 5.1 of the Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. MODIFICATION OF SCOPE OF SERVICES TO BE PERFORMED BY CONSULTANT.

The Scope of Services to be performed by CONSULTANT, as set forth in Section 3.1 of the Agreement shall be modified to add the following:

   Extension of right-of-way and claim support services, preparation of a Storm Water Pollution Prevention Plan and additional construction support services as set forth in the CONSULTANT’S Proposal dated May 15, 2020, attached hereto as Exhibit “A-1”.

2. MODIFICATION OF TERM.

The “Expiration Date” defined in Section 3.4 is hereby amended as follows:

3.4 “Expiration Date”: June 30, 2021

3. MODIFICATION OF CONSULTANT’S COMPENSATION.

The compensation to be paid by CITY to CONSULTANT for the modified work and services identified in this Amendment No. 6 shall be as follows:
Total compensation in accordance with the Consultant’s Fee Proposal dated May 15, 2020 for an amount not to exceed $51,428.15 (Fifty One Thousand Four Hundred Twenty Eight and Fifteen Cents).

4. EFFECT OF AMENDMENTS.

Except as modified herein, either expressly or by necessary implication, the terms and provisions of the Agreement between the CITY and CONSULTANT shall remain in full force and effect.

5. EFFECTIVE DATE.

Unless otherwise specified herein, this Amendment No. 6 shall become effective as of the date set forth below on which the last of the parties, whether CITY or CONSULTANT, executes this Amendment No. 6.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 6 to be executed and attested by their respective officers hereunto duly authorized.

“CITY”                                “CONSULTANT”                                
CITY OF PICO RIVERA                       (AECOM TECHNICAL SERVICES, INC.)

________________________________________  ____________________________________
Gustavo V. Camacho, Mayor                   Jeff Chapman, Vice President

Dated: ________________________ Dated: __________________________

ATTEST: APPROVED AS TO FORM

______________________________  ________________________________
Anna M. Jerome, City Clerk                Arnold M. Alvarez-Glasman, City Attorney
May 15, 2020

Mr. Kenner Guerrero
Project Manager
City of Pico Rivera
6615 Passons Blvd.
Pico Rivera, CA 90660

RE: Agreement No. 14-1547: Engineering Design Services for the Hot Spots Intersection Improvements located at Rosemead Boulevard and Beverly Boulevard (Project), CIP 21276- Design Change Order Request #7

Dear Mr. Guerrero:

This is a request for contract change to the referenced design contract between AECOM and the City of Pico Rivera (City). The last contract change order covered additional right of way acquisition services through June 2019 and extended the AECOM contract through June 30th 2020. This current change order request is to extend the AECOM contract to June 30th 2021 and will cover additional right of way acquisition services as stated, additional services requested by the City to provide a storm water pollution prevention plan, and additional construction support services for the extended construction duration of the project. The total amount of this request is $51,428. See attached detail sheets for a fee breakdown of the requested services.

Task 1.01 Project Management:
Management of OPC and project management through the extension of the contract duration. Progress reports will be written and included and included in all invoices. It is assumed that six (6) progress reports and invoices will be required for the duration of the project based on a limited AECOM involvement in the construction. No additional teleconferences or meetings are anticipated.

Task 1.06 Construction Management:
AECOM will attend construction meetings via teleconference as needed. For budgeting purposes we assume AECOM’s attendance at ten (10) meetings. AECOM will respond to Design related Requests for Information (RFIs) and Submittals. For budgeting purposes we assume AECOM will review ten (10) additional submittals counting additional reviews on submittals not accepted in the first review and an assumption that each review will take four (4) hours. For budgeting purposes we assume AECOM will respond to 25 additional contractor RFIs with an assumed three (3) hours per RFI. The services offered under Task 1.07 are offered for the stated budget in the attached spreadsheet. Additional services requested beyond the budget authorized in this change order will require an additional change order be authorized.

Task 1.07 Right of Way Services:
Overland Pacific & Cutler Inc. (OPC) will provide services as outlined on the attached detailed scope of work. These services are:
- Right of Way Services performed after the expiration of the previous contract with OPC
- Acquisition/Escrow Services to acquire rights for Farmers and Growers Plaza
- Tenant Relocation Services for Casa Jimenez Restaurant
- Appeals Support services.
In the event that the completion of the right of way acquisition portion of this scope of services extends beyond what is covered in the attached scope, an additional change order will be required to cover the additional cost of administering these services.

Task 1.10 Storm Water Plan and Coordination:
AECOM was requested to support the preparation of a Storm Water Pollution Prevention Plan (SWPPP) for construction of the project and coordinate with the City to have the Plan implemented. The SWPPP describes a way for the contractor to control storm water that will comply with regional water quality requirements. The document will be filed by the City. AECOM will not be involved in monitoring or supervising the requirements of the SWPPP. The contractor may provide their own SWPPP and AECOM can review that plan as part of the Construction Support Services in Task 1.06. No additional updates will be made during construction by AECOM.

This change order does not include the following services as it is unclear if these services will be required to complete the project.
1. Preparation of water plans for the Pico Water District.
3. Business sign design and relocation studies.
4. Additional design work.
5. Additional field work including geotechnical and field survey.

If you have any questions regarding this request, please contact me at (714) 567-2561. We look forward to providing exceptional service to the City of Pico Rivera as we move forward with this project.

Sincerely,

Jiri Herrmann, P.E.
Project Manager
AECOM (formerly URS Corporation)

Enclosures
cc: Daryl Fisher, AECOM
    Project File
March 20, 2020

Jiri Herrmann, PE
AECOM
999 Town & Country Road
Orange, CA 92868

RE: SR-91/I-605/I-405 Congestion Hot Spots Arterial Intersection Improvement Project at Rosemead Boulevard/Beverly Boulevard
Additinal Right-of-Way Services
Contract Amendment #5

Dear Mr. Herrmann:

Per your discussion with Mr. Eddie Quintero on March 18, 2020 and at your request, Overland, Pacific & Cutler, LLC (OPC) is submitting this change order related to Right of Way Services for the SR-91/I-605/I-405 Congestion Hot Spots Arterial Intersection Improvement Project at Rosemead Boulevard/Beverly Boulevard (Project). OPC has included additional costs to cover Right of Services performed after the expiration of our prior contract, as well as relocation of the Casa Jimenez commercial property, acquisition of the Farmers and Growers Plaza property, and appeals support.

Contract Amendment #5 includes OPC costs incurred for Right of Way Services performed after the expiration of the previous Contract Amendment #4 through the date of this amendment. The outstanding costs for these hours have been approved by the City and AECOM to a sum of $7,000.00.

Acquisition/Escrow Services includes costs for continuing work to acquire rights for Farmers and Growers Plaza at 8922 Beverly Blvd, Ste. A, Pico Rivera, CA 90660. The Acquisition Services costs are based on remaining Senior Agent work of eight (8) hours for one (1) acquisition case at a rate of $115.00 per hour, in addition to $600.00 for project support and management oversight.

Tenant Relocation Services costs covers the business tenant Casa Jimenez Restaurant occupying 4400 Rosemead Blvd., Pico Rivera, CA 90660. The Tenant Relocation Services costs for the one (1) remaining business tenant were calculated at 12 hours for a Senior Agent at a rate of $115.00, in addition to $1,000.00 for project support and management oversight.

Appeals Support (I and II) will include document preparation, meetings, and consultation from the OPC Project Manager. OPC will provide the Appeals Support for up to 40 hours at a rate of $130.00, for a not-to-exceed budget of $5,200.00. We will bill for services hourly as needed and requested, and not as a fixed fee. Should the costs accrued for Appeals Support come within 5% of $5,200.00, OPC will alert the Client to discuss the best plan to complete work. Appeals Support does not include legal testimony or litigation support should the appeal go to judicial proceedings.

The services and costs are summarized below:

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<th>Additional Work Scope Items</th>
<th>Cost</th>
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<tbody>
<tr>
<td>Unbilled for Contract Amendment #4</td>
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<tr>
<td>Acquisition/Escrow Services (1) - Farmers &amp; Growers Plaza</td>
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<td>Commercial Relocation Services (1) - Casa Jimenez</td>
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<td>Appeals Support I and II (not to exceed)</td>
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<tr>
<td><strong>Contract Amendment #5 Amount</strong></td>
<td><strong>$16,100.00</strong></td>
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If this meets with your approval, our revised contract amount will be as follows:

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<td>Amendment #2</td>
<td>$210,450.00</td>
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<td>Amendment #3</td>
<td>$5,100.00</td>
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<td>Amendment #4</td>
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<td>Amendment #5 (this amendment)</td>
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<td><strong>Total New Contract Amount:</strong></td>
<td><strong>$467,370.00</strong></td>
</tr>
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If the proposed Contract Amendment #5 meets your approval, please sign below and return to me and/or provide a contract change order authorization in a form acceptable to you.

Should you have any questions or need additional information, please do not hesitate to contact me at TGordon@OPCservices.com or by phone at 562.304.2012.

Sincerely,

Taurean Gordon
Chief Operating Officer
OPC

Accepted, Authorization to Proceed:

Name: 

Date: 

Enhancing Lives Through Infrastructure
www.OPCservices.com
**Name of Proposer**

**AECOM (formerly URS Corporation)**

**Home Office Address**

999 Town and Country, Santa Ana, CA 92705

**Services to be Performed**

City of Pico Rivera 605 Hot Spots Arterial Intersection Improvements - Rosemead Blvd. / Beverly Blvd Project No. 21276

---

**DETAILED DESCRIPTION OF COST ELEMENTS**

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<thead>
<tr>
<th>1. Direct Labor (Specify)</th>
<th>Estimated Hours</th>
<th>Rate/ Hour</th>
<th>Est. Cost ($)</th>
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Sub-Total 223

Total Direct Labor $11,895

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<th>2. Labor Overhead</th>
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Total Direct Overhead $20,222

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<td>b. Per Diem or Subsistence</td>
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Total Travel $0

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<th>4. Subcontractors/Suppliers</th>
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<td>Overland Pacific &amp; Cutler, Inc.</td>
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<td>Psomas</td>
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Total Subcontractors/Suppliers $16,100

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<tr>
<th>5. Other Direct Costs (URS)</th>
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<tr>
<td>6. GENERAL &amp; ADMIN. EXPENSE ( % of Item Nos.)</td>
<td>$</td>
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| 7. Fee (Applied to Items 1 & 2) | 10% | $3,212 |

TOTAL ESTIMATED COST AND FEE $51,428.15
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<thead>
<tr>
<th>Task 1</th>
<th>Project Management</th>
<th>Construction Support</th>
<th>Right of Way Services</th>
<th>Storm Water Plan and Coordination</th>
<th>Task 1 Summary</th>
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<td>OPC Amendment #5</td>
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</tbody>
</table>
To: Mayor and City Council  
From: City Manager  
Meeting Date: June 23, 2020  
Subject: APPROVE AMENDMENT NO. 1 WITH PACIFIC GRAPHICS, INC. FOR THE COMMUNITY GUIDE AND THE PICO RIVERA PROFILE PRINTING SERVICES  

Recommendation:

1. Approve Amendment No. 1 to Agreement No. 19-1893 with Pacific Graphics, Incorporated (PGI), in an amount not-to-exceed $50,000, for The Community Guide and The Pico Rivera Profile printing services for Fiscal Year 2020-21.

Fiscal Impact:

The fiscal year (FY) 2020-21 Proposed Budget includes $50,000 in the Parks and Recreation General Fund Marketing and Promotions Budget (Account No. 100.80.8230-52400), for the printing of 11 editions of The Pico Rivera Profile (Profile), a limited number of three (3) editions of The Community Guide (Guide), and Guide notification postcards.

<table>
<thead>
<tr>
<th>Publication</th>
<th>No. of Printed Copies</th>
<th>Amount Per Edition</th>
<th>Total</th>
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<td>$2,991</td>
<td>$32,901</td>
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<tr>
<td>Guide – 3 editions</td>
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<tr>
<td>Guide Postcards - 3</td>
<td>19,090</td>
<td>$1,200</td>
<td>$3,599</td>
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</table>

No additional appropriations are required.

Background:

Traditionally, the Department of Parks and Recreation Marketing and Promotions division designs and submits for printing, three (3) Guides and 11 Profiles annually. Each is mailed directly to all of the residents in the City of Pico Rivera including making them available at all City facilities for pick-up. Published as fall, winter/spring, and summer editions, the Guide is a City resource publication providing residents with information on upcoming programs and events, contract class offerings, facility locations, Community Sports Organization contacts, senior citizen organization contacts, and much more. Similarly, the Profile serves as a newsletter providing in-depth information to residents, and covering community happenings as offered by all City Departments and various community organizations.
Discussion:

This year, staff is proposing to print a limited number of copies of the *Guide*, that will be available for pick-up at all City facilities. In addition, rather than printing and mailing these to all residents, a notification postcard flier will be mailed out informing residents where they can view the *Guide* and where they can pick one up should they want a hard copy.

In May 2019, a formal Request for Bid was issued for printing services related to the *Guide* and *Profile*. From that, PGI was selected as the lowest responsive and responsible bidder and awarded an agreement for printing services by City Council on June 25, 2019. This agreement will expire at the end of June 2020, but sanctions term extensions by written agreement.

In addition, Amendment No. 1 includes new language under Exhibit A, Section F. General Specifications; allowing for the City to change any and all specifications as to quantity printed, number of edition pages per publication, paper stock, and so forth. This will allow the City flexibility should staff decide to reduce the number of printed copies, paper type, or size of publications for cost saving measures.

PGI is a commercial lithographic offset and digital printing, mailing, and distribution service company with over 30 years experience capability that allows them to produce all requested services in-house, and without the need for sub-contracting. Staff prefers to continue printing services with PGI as they have consistently demonstrated high capacity, competence and commitment to uphold the high standards associated with Pico Rivera publications for several years now.

Conclusion:

Staff recommends the City Council approve Amendment No. 1 with PGI. The approval will permit the Department of Parks and Recreation to continue streamlining all printing services for the *Guide* and *Profile* publications.

Steve Carmona

SC:SP:kt

Enclosures: 1) Amendment No. 1/ Exhibit A
           2) Agreement No. 19-1893
AMENDMENT NO. 1
TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PICO RIVERA AND
PACIFIC GRAPHICS, INC. - AGREEMENT NO. 19-1893

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 19-1893 FOR
PROFESSIONAL SERVICES WITH PACIFIC GRAPHICS, INC. ("Amendment No. 1"),
effective as of the date specified in paragraph 3 hereof, is made and entered into by and
between the CITY OF PICO RIVERA ("CITY"), and PACIFIC GRAPHICS, INC,
("CONSULTANT").

RECITALS

A. CITY and CONSULTANT (collectively referred to as the “PARTIES”) have
previously executed that certain Agreement for Professional Printing Services,
Agreement No. 19-1893 ("Agreement") relating to the printing of the Community
Guide and Profile publications.

B. The PARTIES desire to amend said Agreement as set forth herein, pursuant to
Section 4, Term of Agreement, which allows the term of the Agreement to be
extended by written agreement.

C. The PARTIES desire to amend said Agreement pursuant to Section 5,
Consultant’s Services, which allows for amendments to the Agreement in writing
for the purpose of: (i) modifying Section 3.1 “Scope of Services” to change the
scope of work; and (ii) modifying Section 5.1 “Consultant’s Services” to increase
the compensation related to the extended term contemplated herein.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. RECITALS.

The Parties acknowledge and agree that the Recitals hereto are true and correct
and by this reference are incorporated herein.

2. MODIFICATION OF TERM OF AGREEMENT.

The “Expiration Date” defined in Section 3.4 of the Agreement is hereby amended
to read as follows:

3.3 “Expiration Date”: June 30, 2021

3. MODIFICATION OF CONSULTANT’S SCOPE OF SERVICES OF
AGREEMENT.

The “Scope of Services” defined in Section 3.1 of the Agreement is hereby
amended to read as follows:
3.1 “Scope of Services”: Such professional services as are set forth in the Printing Services attached hereto as Exhibit A and incorporated herein by this reference.

4. MODIFICATION OF CONSULTANT’S COMPENSATION OF AGREEMENT.

The “Total Compensation” listed in Section 5.1 of the Agreement is hereby amended to read as follows:

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 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 FIFTY THOUSAND DOLLARS AND NO CENTS ($50,000.00) for Fiscal Year 2020-2021 unless specifically approved in advance, in writing, by City.

5. EFFECT OF AMENDMENTS.

Except as modified herein, either expressly or by necessary implication, the terms and provisions of the Agreement between the CITY and CONSULTANT shall remain in full force and effect.

6. COUNTERPARTS.

This Amendment No. 1 may be executed in counterparts all of which shall constitute but one original, and the same agreement.

7. EFFECTIVE DATE.

Unless otherwise specified herein, this Amendment No. 1 shall become effective as of the date set forth below on which the last of the parties, whether CITY or CONSULTANT, executes this Amendment No. 1.

[End of Amendment No. 1.]

[SIGNATURES ON NEXT PAGE]
IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 20-1949-1 to be executed and attested by their respective officers hereunto duly authorized.

“CITY”                                    “CONSULTANT”
CITY OF PICO RIVERA                         PACIFIC GRAPHICS, INC.

______________________________ _______________ __________________
Gustavo V. Camacho, Mayor                   Rick Wasson, President

Dated: ________________________    Dated: ____________________________

ATTEST:                                  APPROVED AS TO FORM

___________________________ _________________ ________________
Anna M. Jerome, City Clerk                Arnold M. Alvarez-Glasman, City Attorney
EXHIBIT A
SCOPE OF SERVICES
Printing Services

The City’s Parks & Recreation Department issues several publications including The Profile Newsletter and Community Guide. This solicitation is to provide printing services of both publications. The layout format and print quantity may vary from issue to issue depending on the need to promote special projects or public outreach campaigns. Following are the general specifications of both publications:

A. Design
Items will be designed using Adobe InDesign, and artwork will be submitted electronically to Bidder in its native form or as a high resolution press-quality PDF file. Transfer of files to Bidder via web is required. File will be supplied. Bidder shall rip, trap, and image direct to plate.

All originals, photographs, paste-ups, negatives, and magnetic media used in the production of the printing shall remain and/or become the property of the City. In some cases the City may elect to leave the artwork with the Bidder but the City’s ownership of the artwork shall not be relinquished.

B. Proofs
In order to ensure quality and conformance with standards, a fine digital color proof shall be required from the Bidder. No printing is to begin until the proof has been approved by the City. Bidder shall provide one (1) Printer’s Proof per edition no later than (2) business days after receiving high resolution files from City, 4/4 – full-color throughout to the City for printing approvals. Artwork provided to the Bidder after 2:00 pm will be considered turned in the next business day. The City of Pico Rivera is closed every Saturday and Sunday, Cesar Chavez day, and all National Holidays.

C. Turnaround Time
Time is of the essence to meet the provided delivery date. Delivery of finished product is critical and must be accomplished within seven to ten (7-10) business days from the time the artwork is approved by the City.

D. Delivery
Bidder shall be responsible for the preparing, sorting, printing, bulk processing, mailing and delivery of the publications to the appropriate U.S. Post Office, Pico Rivera City Hall, and Parks & Recreation Department. Due to changes in postal procedures this location may change as a result of U.S. Postal Service changes.

Mailing shall be done through saturation mailer. Items are to be carton packaged (by route as designated by the U.S. Postal Service) and delivered to the appropriate Post Office. However, saturation mailer quantities may vary with changes in the City’s population.

Bidder shall be responsible for informing the City of any changes in postage costs. The City shall be responsible for having those costs paid prior to delivery by Bidder. Bidder shall be responsible for informing the City of any changes in postal guidelines that may result in the need for changes to the format, layout, and/or design of the publications.
EXHIBIT A
SCOPE OF SERVICES
Printing Services

E. Late Delivery
Failure to deliver the finished product in an acceptable form within the required seven to ten (7-10) business day period will result in the City’s right to cancel the contract and will reflect on the Bidder’s ability to win future contracts. If Bidder contracts with third parties for printing, bindery, mailing, or any other service to fulfill the City contract, it is at the Bidder’s discretion, and the Bidder named in the City contract is solely responsible for meeting the turnaround time.

F. General Specifications (subject to change – City shall notify Consultant of any desired changes prior to design submittal to Consultant):

<table>
<thead>
<tr>
<th>The Profile Newsletter</th>
<th>Community Guide</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PAPER STOCK</strong> Paper: 70# Titan Dull Book, No. 2 sheet, 11” x 17”</td>
<td><strong>PAPER STOCK</strong> Self-cover, 8.25” X 10.25”</td>
</tr>
<tr>
<td><strong>PRINTING</strong> Final folded size 8.5” x 11”, Print 4/4 color process with tight registration, output at 200-line screen, bindery trim and fold to 8.5” x 11”, final trim size 17” x 22” (no deviation on size)</td>
<td><strong>PRINTING</strong> 4/4 - full-color throughout, text: 70# dull book, saddle stitch on 10.25”</td>
</tr>
<tr>
<td><strong>EDITIONS</strong> 10 editions a year</td>
<td><strong>EDITIONS</strong> 3 seasonal (winter/spring, summer, fall)</td>
</tr>
<tr>
<td><strong>QUANTITY</strong> 19,090 copies. 18,090 copies delivered to appropriate Post Office and 1,000 copies delivered to Pico Rivera City Hall.</td>
<td><strong>QUANTITY</strong> 19,500 per edition</td>
</tr>
<tr>
<td><strong>PAGES</strong> 4-page tabloid-size newsletter</td>
<td><strong>PAGES</strong> 28 - 36 pages per edition (please use 36 pages for the purpose of the bid including the cover)</td>
</tr>
<tr>
<td><strong>DELIVERY</strong> 1,000 newsletters are to be delivered, boxed or bundled, flat, and un-tabbed to:</td>
<td><strong>DELIVERY</strong> 1,450 printed copies are to be delivered to:</td>
</tr>
<tr>
<td>The Department of Parks &amp; Recreation 6767 Passons Blvd. Pico Rivera, CA 90660</td>
<td>The Department Parks &amp; Recreation 6767 Passons Blvd. Pico Rivera, CA 90660</td>
</tr>
</tbody>
</table>
AGREEMENT NO. 19-1893
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PICO RIVERA AND
PACIFIC GRAPHICS INCORPORATED

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Pico Rivera, a California municipal corporation ("City") and Pacific Graphics Incorporated, 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 from a printing company to assist with the Community Guide and Profile publications.

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 Request For Bid (RFB) 2019 Printing Services attached hereto as Exhibit A and incorporated herein by this reference.

3.2 "Approved Fee Schedule": Such unit price compensation rates as are set forth in the Consultant's June 6, 2019 bid to City attached hereto as Exhibit B.

3.3 "Commencement Date": July 1, 2019

3.4 "Expiration Date": June 30, 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 26 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 Seventy-Two Thousand Dollars and No Cents ($72,000.00) unless specifically approved in advance, in writing, by City.

6. COMPENSATION

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

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

6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth (30th) day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty (60) days of the date Consultant issues an invoice to City for such services.

7. BUSINESS LICENSE

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

8. PERFORMANCE

8.1 Consultant shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.

8.2 Consultant shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of
Consultant hereunder, in meeting its obligations under this Agreement.

8.3 Consultant shall be knowledgeable of and subject to all City ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

8.4 Consultant shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by Consultant pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the City upon request.

9. EXTRA SERVICES

No extra services over and above the Compensation shall be rendered by Consultant under this Agreement unless such extra services first shall have been duly authorized in writing by the City Manager.

10. CITY SUPERVISION

The City Manager shall have the right of general supervision of all work performed by Consultant and shall be the City’s agent with respect to obtaining Consultant’s compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

11. EMPLOYMENT OF CITY EMPLOYEES

No regular employee of the City shall be employed by Consultant during the term of this Agreement.

12. 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.

13. 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.

14. **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.

15. **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. **Kevin Sales** 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.

16. **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.

17. **INDEPENDENT CONTRACTOR**

   17.1 Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.
17.2 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.

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

18. 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.

19. INDEMNIFICATION

19.1 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.

19.2 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.

19.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant’s failure to pay City promptly any indemnification arising under this
Section 15 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

19.4 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.

19.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 15 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

19.6 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.

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

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

20. INSURANCE

20.1 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:

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

20.1.1.1 Premises, operations, and mobile equipment
20.1.1.2 Products and completed operations
20.1.1.3 Broad form property damage (including completed operations)
20.1.1.4 Explosion, collapse, and underground hazards
20.1.1.5 Personal injury
20.1.1.6 Contractual liability,

in the amount of $1,000,000 per occurrence combined single limit / ($1,000,000) aggregate for products/completed operation ($1,000,000) general aggregate (General aggregate must apply separately to Contractor's work under this Agreement.) / $1,000,000 umbrella or excess liability.

20.1.2 Automobile liability for owned, hired and non-owned vehicles utilized by Consultant, its employees or subcontractors, 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 State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

20.2 Consultant shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.
20.3 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.

20.4 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.

20.5 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).

20.6 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.

20.7 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.

20.8 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.

20.9 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.

20.10 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.

20.11 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.

20.12 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.

21.     MUTUAL COOPERATION

21.1  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.

21.2  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.

22.     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.

23.     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.

24.     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:
Attn: Director of Parks and Recreation
City of Pico Rivera
PO Box 1016
6615 Passons Blvd.
Pico Rivera, California 90660-1016
Facsimile: (562) 801-4765

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

If to Consultant:
Attn: Rick Wasson, President
Pacific Graphics Incorporated
14938 Nelson Avenue
City of Industry, CA 91744-4330
Facsimile: (626) 336-6627

25. **SURVIVING COVENANTS**

The Parties agree that the covenants contained in Sections 18, 19 and Paragraph 21.2 of Section 21, of this Agreement shall survive the expiration or termination of this Agreement.

26. **TERMINATION**

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

26.2 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.
27. **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.

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

28.1 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 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.

28.2 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.

28.3 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.

29. **WARRANTIES**

29.1 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.

29.2 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.

29.3 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.

30. 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).

31. NON-WAIVER

31.1 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.

31.2 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.

32. 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.
33. **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.

34. **GOVERNING LAW**

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

35. **COUNTERPARTS**

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

36. **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.

[Signatures on the Following Page]
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

Steve Carmona, City Manager
Dated: 6-15-19

"CONSULTANT"
PACIFIC GRAPHICS INCORPORATED

Rick Wasson, President
Dated: 6/19/19

ATTEST:

Anna M. Jerome, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney
EXHIBIT A

SCOPE OF SERVICES

RFB 2019 Printing Services

The City's Parks & Recreation Department issues several publications including The Profile Newsletter and Community Guide. This solicitation is to provide printing services of both publications. The layout format and print quantity may vary from issue to issue depending on the need to promote special projects or public outreach campaigns. Following are the general specifications of both publications:

A. Design

Items will be designed using Adobe InDesign, and artwork will be submitted electronically to Bidder in its native form or as a high resolution press-quality PDF file. Transfer of files to Bidder via web is required. File will be supplied. Bidder shall rip, trap, and image direct to plate.

All originals, photographs, paste-ups, negatives, and magnetic media used in the production of the printing shall remain and/or become the property of the City. In some cases the City may elect to leave the artwork with the Bidder but the City's ownership of the artwork shall not be relinquished.

B. Proofs

In order to ensure quality and conformance with standards, a fine digital color proof shall be required from the Bidder. No printing is to begin until the proof has been approved by the City. Bidder shall provide one (1) Printer’s Proof per edition no later than (2) business days after receiving high resolution files from City. 4/4-full-color throughout to the City for printing approvals. Artwork provided to the Bidder after 2:00 pm will be considered turned in the next business day. The City of Pico Rivera is closed every Saturday and Sunday, Cesar Chavez day, and all National Holidays.

C. Turnaround Time

Time is of the essence to meet the provided delivery date. Delivery of finished product is critical and must be accomplished within seven to ten (7-10) business days from the time the artwork is approved by the City.

D. Delivery

Bidder shall be responsible for the preparing, sorting, printing, bulk processing, mailing and delivery of the publications to the appropriate U.S. Post Office, Pico Rivera City Hall, and Parks & Recreation Department. Due to changes in postal procedures this location may change as a result of U.S. Postal Service changes.

Mailing shall be done through saturation mailer. Items are to be carton packaged (by route as designated by the U.S. Postal Service) and delivered to the appropriate Post Office. However, saturation mailer quantities may vary with changes in the City’s population.

Bidder shall be responsible for informing the City of any changes in postage costs. The City shall be responsible for having those costs paid prior to delivery by Bidder. Bidder shall be responsible for informing the City of any changes in postal guidelines that may result in the need for changes to the format, layout, and/or design of the publications.
E. **Late Delivery**  
Failure to deliver the finished product in an acceptable form within the required seven to ten (7-10) business day period will result in the City's right to cancel the contract and will reflect on the Bidder's ability to win future contracts. If Bidder contracts with third parties for printing, bindery, mailing, or any other service to fulfill the City contract, it is at the Bidder's discretion, and the Bidder named in the City contract is solely responsible for meeting the turnaround time.

F. **General Specifications**

<table>
<thead>
<tr>
<th></th>
<th>The Profile Newsletter</th>
<th>Community Guide</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PAPERSTOCK</strong></td>
<td>Paper: 70# Titan Dull Book, No. 2 sheet, 11&quot; x 17&quot;</td>
<td><strong>PAPERSTOCK</strong></td>
</tr>
<tr>
<td><strong>PRINTING</strong></td>
<td>Final folded size 8.5&quot; x 11&quot;. Print 4/4 color process with tight registration, output at 200 line screen, bindery trim and fold to 8.5&quot; x 11&quot;, final trim size 17&quot; x 22&quot; (no deviation on size)</td>
<td><strong>PRINTING</strong> 8.25&quot; X 10.25&quot;</td>
</tr>
<tr>
<td><strong>EDITIONS</strong></td>
<td>10 editions a year</td>
<td><strong>EDITIONS</strong></td>
</tr>
<tr>
<td><strong>QUANTITY</strong></td>
<td>19,090 copies. 18,900 copies delivered to appropriate Post Office and 1,000 copies delivered to Pico Rivera City Hall.</td>
<td><strong>QUANTITY 19.500 per edition</strong></td>
</tr>
<tr>
<td><strong>PAGES</strong></td>
<td>4-page tabloid-size newsletter</td>
<td><strong>PAGES 28 - 36 pages per edition</strong> (please use 36 pages for the purpose of the bid including the cover)</td>
</tr>
<tr>
<td><strong>DELIVERY</strong></td>
<td>1,000 newsletters are to be delivered, boxed or bundled, flat, and un-tabbed to:</td>
<td><strong>DELIVERY 1,450 printed copies are to be delivered to:</strong></td>
</tr>
<tr>
<td></td>
<td>The Department of Parks &amp; Recreation 6767 Passons Blvd.</td>
<td>The Department Parks &amp; Recreation 6767 Passons Blvd.</td>
</tr>
<tr>
<td></td>
<td>Pico Rivera, CA 90660</td>
<td>Pico Rivera, CA 90660</td>
</tr>
</tbody>
</table>
ATTACHMENT 1
BID FORM
RFB 2019 Printing Services

Name of Company: PGI-Pacific Graphics, Inc.
Type of Company: Corporation
Company Address: 14938 Nelson Ave., City of Industry, CA 91744-4330
Company Phone: (626) 336-7707 Fax: (626) 336-6627

Number of years the company has been in printing business: 30

Quote is for: ■ Product as Specified □ Product Equal

<table>
<thead>
<tr>
<th>Item #</th>
<th>Est. Qty.</th>
<th>Description</th>
<th>Unit Price</th>
<th>Extended Price</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>58,600</td>
<td>Community Guide (Fiscal Year 19-20)</td>
<td>$0.470</td>
<td>$27,495.00</td>
</tr>
<tr>
<td>2</td>
<td>190,000</td>
<td>The Profile (Fiscal Year 19-20)</td>
<td>$0.129</td>
<td>$24,626.10</td>
</tr>
</tbody>
</table>

Total Bid Amount: $52,121.10
(Tax, freight, and/or delivery charges must be included in the unit price.)

Pursuant to the Notice Inviting Sealed Bids, the undersigned declares that he/she has carefully examined specifications for RFB 2019 Printing Services. I, the undersigned, hereby certify that this Bid and the amount offered in this Bid Form are true and accurate to the best of my knowledge in accordance with the requirements of California Business and Professions Code Section 7028.15. The undersigned agrees that the bid amounts offered herein shall remain in effect throughout the full term of the resulting agreement, including any and all agreement extensions the City chooses to exercise. In submitting this Bid Form, Bidder agrees to comply with the terms and conditions illustrated in this RFB.

Signature: __________________________ Date: 6/5/19

Printed Name and Title: Manuel Maldonado, Account Manager

E-Mail: manuel@pacgraphics.com
To: Mayor and City Council
From: City Manager
Meeting Date: June 23, 2020
Subject: APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 17-1761 AND NO. 17-1762 WITH HAZELRIGG CLAIMS MANAGEMENT SERVICES INCORPORATED

Recommendation:

1. Approve Amendment No. 1 to Agreement No. 17-1761 and Agreement No. 17-1762 with Hazelrigg Claims Management Services, Incorporated.

Fiscal Impact:

The total cost for fiscal year (FY) 2020-21 is budgeted at a not-to-exceed amount of $86,000 for both Workers’ Compensation ($46,000) and Property and Liability ($40,000). Sufficient funding is available in the Risk Management Fund in Account No. 100.60.6005.54500 – Contracted Services.

Background:

On June 13, 2017, the City Council approved the execution of a joint powers agreement with CSAC Excess Insurance Authority. This action transitioned the City from its previous insurance pool, California Joint Powers Insurance Authority (CJPIA) and saved approximately $1.3 million during the first year of operation (FY 2017-18). The transition to CSAC not only saved the City in direct insurance premium costs, but also provided greater ability to manage the entire claims process. In addition, the City approved a three (3) year agreement with Hazelrigg Claims Management Services, Incorporated (HCMS) to serve as the third party administrator for both the Workers’ Compensation and Property and Liability claims administration.

Discussion:

The City has three (3) full years of experience with Hazelrigg Claims Management Services, Incorporated, in providing the City with claims administration. HCMS has established various programs and policies in claims administration, allowing them to reach a successful level of performance in providing the City with the most productive and personalized claims management service. This administrative style is coordinated
with the excellent performance of its personnel, resulting in HCMS’s attention to detail, documentation, and well-organized approach towards claims handling. This not only benefits the claimants but the City as well by contributing to better employee relations and reducing the timeline for resolving claims. The ultimate result is lower claim costs and improved customer service.

On June 13, 2017, City Council approved a three (3) year agreement with HCMS. However, this agreement expires on June 30, 2020, with two (2), one (1) year extensions.

**Conclusion:**

Staff recommends that the City Council approve Amendment No. 1 to Agreement No. 17-1761 and Agreement 17-1762 extending the contract with Hazelrigg Claims Management Services, Incorporated, for two (2) years.

Steve Carmona

SC:KF:LN:sp

Enclosures: 1) Amendment No. 1 to 17-1761 (Exhibit A 17-1761)
              2) Amendment No. 1 to 17-1762 (Exhibit A 17-1762)
AMENDMENT NO. 1
TO THE PROFESSIONAL SERVICES AGREEMENT
WITH HAZELRIGG CLAIMS MANAGEMENT SERVICES, INCORPORATED,
AGREEMENT NO. 17-1761

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 17-1761 FOR
PROFESSIONAL SERVICES OF WORKERS’ COMPENSATION CLAIMS
ADMINISTRATOR SERVICES ("Amendment No. 1"), effective as of the date specified in
paragraph 4 hereof, is made and entered into by and between the CITY OF PICO RIVERA
("CITY"), and HAZELRIGG CLAIMS MANAGEMENT SERVICES, INCORPORATED,
("CONTRACTOR").

RECITALS

A. CITY and CONTRACTOR (collectively referred to as the “PARTIES”) have
previously executed that certain Agreement for Professional Services, Agreement
No. 17-1761 ("Agreement") relating to professional services in the City of Pico Rivera.

B. The PARTIES desire to amend Section 1 of the Agreement as set forth herein,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. MODIFICATION OF ESTIMATED AMOUNT AND CONTRACT EXPIRATION
DATE.

The contract amount as set forth in Section 3 of the Agreement shall be modified
as follows:

CONTRACTOR shall provide the services described in Exhibit A regarding
professional services and shall be compensated at $3,833 per month not to exceed
$46,000 per fiscal year.

2. TERM EXTENSION.

The contract term set forth in Section 2 of the Agreement shall be modified as
follows:

The Agreement shall expire on June 30, 2022, unless sooner terminated as
hereinafter provided.

3. EFFECT OF AMENDMENTS.

Except as modified herein, either expressly or by necessary implication, the terms
and provisions of the Agreement between the CITY and CONTRACTOR shall
remain in full force and effect. If there is conflict between this Amendment and the
Agreement, the terms of this Amendment will prevail.
4. **EFFECTIVE DATE.**

Unless otherwise specified herein, this Amendment No. 1 shall become effective as of the date set forth below on which the last of the parties, whether CITY or CONTRACTOR, executes this Amendment No. 1.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed and attested by their respective officers hereunto duly authorized.

“CITY”
CITY OF PICO RIVERA

“CONTRACTOR”
HAZELRIGG CLAIMS MANAGEMENT SERVICES, INCORPORATED

______________________________
Steve Carmona, City Manager

Dated: _______________________

______________________________
Arlene Hazelrigg, President

Dated: _______________________

______________________________
Anna M. Jerome, City Clerk

ATTEST: APPROVED AS TO FORM

______________________________
Arnold M. Alvarez-Glasman, City Attorney
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into by and between the City of Pico Rivera, a Municipal Corporation (City) and Hazelrigg Claims Management Services (Consultant) for Worker Compensation Claims Administration Services. City and Consultant are sometimes hereinafter individually referred to as a “Party” and collectively referred to as “Parties.”

RECITALS

WHEREAS, Consultant represents that he/she/it is specially trained, experienced, and competent to perform the services of counseling; and

WHEREAS, Consultant is competent and able to render the professional services described herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficient of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

AGREEMENT:

1. **Scope of Services.** Subject to the terms and conditions set forth herein, Consultant shall provide professional services to City as described in Exhibit A attached hereto and incorporated herein by this reference. Consultant shall provide the services in the manner specified by the City of Pico Rivera.

2. **Effective Date and Term.** This Agreement shall become effective on July 1, 2017 through June 30, 2020. This Agreement may be extended for two additional one year terms at the option of the City of Pico Rivera. An option to extend the term of this Agreement beyond the June 30, 2020 termination date shall be incorporated by written amendment to this Agreement by the Parties. If this Agreement is so extended, Consultant shall be bound by the provisions of this Agreement. Consultant shall not be entitled to, and shall not, commence any work hereunder unless and until the City of Pico Rivera issues a written notice to proceed to Consultant.

3. **Compensation.** City agrees to pay Consultant and Consultant agrees to accept payment at the rates set forth in Exhibit A. Payment for services will only be made when said expenses are authorized by the City of Pico Rivera designee prior to being incurred. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of forty six thousand ($46,000) per fiscal year unless specifically approved in advance, in writing, by City.
4. **Billings.** Consultant shall submit monthly invoice(s) to City not to exceed the maximum compensation set forth in section 3 hereof. 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.

5. **Status Reports.** Consultant shall provide written reports of all significant developments arising during performance of services unless excused by the City of Pico Rivera.

6. **Primary Provider of Services.** The services described by this Agreement shall be performed by Hazelrigg Claims Management Services. The Consultant shall assign only competent personnel to perform services pursuant to this agreement.

7. **Assignment and Subcontracting.** It is recognized by the Parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Consultant. Therefore, this Agreement may not be assigned by Consultant without the prior written consent of City. Likewise, Consultant shall not employ any subcontractor to perform any service required of Consultant hereunder.

8. **Consultant's Responsibility.** It is understood that Consultant possesses the skills, experience, and knowledge necessary to perform the work agreed to be performed under this Agreement, and that City relies upon Consultant's representation about her skills, experience and knowledge to perform Consultant's work in a competent manner. Acceptance by City of the work performed under this Agreement does not operate as a release of Consultant from responsibility for the work performed. It is further understood and agreed that Consultant is apprised of the scope of the work to be performed under this Agreement and Consultant agrees that said work can and shall be performed in a fully competent manner.

9. **Indemnification.**

   a. 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.
b. 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.

c. 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 9 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.

d. The obligations of Consultant under this Section 9 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.

e. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 9 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.

f. 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.
g. 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 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.

10. Insurance.

a. 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:

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

c. 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.

d. 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.

e. 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).

f. 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.

g. 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 exculatory 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.

h. 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.

i. 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.

j. 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.

k. 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 9 of this Agreement.

11. Ownership of Materials. Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by Consultant pursuant to this Agreement shall be the property of City at the moment of their preparation. All materials and records of a finished nature, such as final plans, specifications, reports, and maps, prepared or obtained in the performance of this Agreement, shall be delivered to and become the property of City. All materials of a preliminary nature, such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to City at no additional charge and without restriction or limitation on their use, consistent with the intent of the original design.

12. 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.
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. **Binding Effect.** This Agreement shall be binding upon the Parties hereto and their respective successors in interest.

15. **Conflict of Interests.** Consultant represents that Consultant has not employed any person to solicit or procure this agreement and that Consultant has not made, and will not make, any payment of any compensation for the procurement of this agreement. Consultant further represents and agrees that Consultant has not acquired, and will not acquire, any interest, directly or indirectly, in any property acquired by City during the term of this Agreement. Consultant warrants and covenants that Consultant presently has no interest in, nor shall any interest be hereinafter acquired in, any matter that will render the services required under this Agreement a violation of any applicable Federal, State or local law. In the event that any conflict of interests should hereinafter arise, Consultant shall promptly notify the City Attorney of the existence of such conflict of interest so that City may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Govt. Code 87100, et seq.) respecting this Agreement. In addition, Consultant possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation or counsel.

16. **Compliance with Laws.** In the performance of this Agreement, Consultant shall abide by and conform to any and all applicable laws of the United States and the State of California, and the Chino Municipal Code and all ordinances, resolutions, rules and regulations of the City. Consultant warrants that all work done under this Agreement will be in compliance with all applicable safety rules, laws, statutes, and practices, including but not limited to Cal/OSHA regulations.

17. **Business License.** Consultant shall obtain a City business license prior to commencing performance under this Agreement.

18. **Copyright.** Upon City's request, Consultant shall execute appropriate documents to assign to City the copyright to the work created pursuant to this Agreement. The issuance of patent or copyright to Consultant or any other person shall not affect City's rights to the materials and records prepared or obtained in the performance of this Agreement. City reserves a license to use such materials and records without restrictions or limitation, consistent with the intent of the original design, and City shall not be required to pay any additional fee or royalty for such materials or records. The license reserved by City shall continue for a period of fifty years from the date of execution of this Agreement unless extended by operation of law or otherwise.
19. **Time is of the Essence.** Consultant agrees to diligently carry out the services to be provided under this Agreement to completion and in accordance with any schedules specified herein. In the performance of this Agreement, time is of the essence.

20. **Independent Contractor Status.** It is expressly understood and agreed by both Parties that Consultant is an independent contractor and not an employee of City while engaged in carrying out and complying with any of the terms and conditions of this Agreement. Consultant expressly warrants that it will not represent, at any time or in any manner, that Consultant is an employee or agent of City. Consultant shall have no authority to, and shall not, incur any debt, obligation, or liability on behalf of City.

21. **Notices.** All notices under this Agreement shall be in writing and shall be delivered by personal service or by certified or registered mail, postage prepaid, return receipt requested, to the Parties. Any written notice to any of the Parties required or permitted hereunder shall be deemed to have been duly given on the date of service if served personally or if served by facsimile transmission (with confirmation of receipt), or seventy-two (72) hours after mailing. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as provided hereunder, shall be deemed to be receipt of the notice, demand or request sent. Notices shall be addressed as follows:

   **To Consultant:**  
   Hazelrigg Claims Management Services  
   Attn: Arlene Hazelrigg  
   PO Box 880  
   Chino Hills, CA 91709  
   Phone: (909) 606-6373  
   Fax: (909) 606-0087

   **To City:**  
   City of Pico Rivera  
   Risk Management  
   6615 Passons Blvd.  
   Pico Rivera, CA 90660

   Each Party shall provide the other Party with written notice of any change of address or telephone number that occurs as soon as practicable.

22. **Nondiscrimination Practices**

   a. Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Consultant shall take affirmative action to
ensure that applicants are employed, and that employees are treated
during employment without regard to race, sex (including pregnancy,
childbirth, or related medical condition), creed, national origin, color,
disability as defined by law, disabled veteran status, Vietnam veteran
status, religion, age (40 and above), medical condition (cancer-related),
marital status, ancestry, or sexual orientation. Such action shall include,
but not be limited to, the following: employment, upgrading, demotion, or
transfer; recruitment or recruitment advertising; layoff or termination; rates
of pay or other forms of compensation; or in terms, conditions or privileges
of employment, and selection for training. Consultant agrees to post in
conspicuous places, available to employees and applicants for
employment, the provisions of this nondiscrimination clause.

b. Consultant shall, in solicitations for advertisements for employees placed
by or on behalf of Consultant state that all qualified applicants will receive
consideration for employment without regard to the protected categories
listed above.

c. Consultant shall permit access to its books, records, and accounts for
purposes of investigation to ascertain compliance with this Article.

23. Termination. City may terminate this Agreement immediately for violation
of any provision hereof. In addition, City may, with or without cause and at any time,
terminate this Agreement upon sixty (60) days' written notice served upon Consultant.
In the event of termination, Consultant shall be paid for services performed to the
effective date of termination; provided, however, that City may condition payment of
such compensation upon Consultant's delivery to City of any or all documents,
photographs, computer software, video and audio tapes, and other materials provided
to Consultant, or prepared by or for Consultant or City in connection with this
Agreement and upon satisfactory completion of the services or portion thereof which
Consultant has performed through the effective date of termination.

24. No Third Party Rights. The Parties intend not to create rights in, or to
grant remedies to, any third Party as a beneficiary of this Agreement or of any duty,
covenant, obligation, or undertaking established herein.

25. Whole Agreement. This Agreement constitutes the entire understanding
and Agreement of the Parties. This Agreement integrates all of the terms and
conditions mentioned herein or incidental hereto and supersedes all negotiations or
previous agreements between the Parties with respect to all or any part of the subject
matter hereof.

26. Amendments. This Agreement may be modified or amended only by a
written document executed by both Consultant and City Manager. Such document shall
expressly state that it is intended by the Parties to amend the terms and conditions of
this Agreement.
27. **Interpretation.** The provisions contained herein shall not be construed in favor of or against either Party but shall be construed as if all Parties prepared this Agreement. The masculine and neuter genders, the singular number and the present tense shall be deemed to include the feminine gender, the plural number and past and future tense, respectively, where the context so requires.

28. **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.

29. **Non-Waiver.**

   a. 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.

   b. 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.

30. **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.
31. **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.

32. **Controlling Law.** This Agreement and all matters relating to it shall be governed by the laws of the State of California.

33. **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 here from shall be effective and binding only if made in writing and executed by City and Consultant.

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date last written below.

**ATTEST**

Anna M. Jerome, City Clerk

Date: 7/13/17

**APPROVED AS TO FORM**

Arnold M. Alvarez-Glasman, City Attorney

Date: 7-11-17

**CITY OF PICO RIVERA**

By: __________

Rene Bobadilla, City Manager

Date: 7/13/17

**HAZELRIGG CLAIMS MANAGEMENT SERVICES, INC.**

By: ______________________

Arlene Hazelrigg, President

Date: June 28, 2017
EXHIBIT A

FEE SCHEDULE

CONTRACTOR'S PROPOSAL The undersigned Proposer agrees and will contract with the City of Pico Rivera to provide workers' compensation TPA services, which includes managed care services for the District's self-insured workers' compensation program specified in the contract in the manner and time therein prescribed. Request for Proposal for Workers' Compensation Third Party Administrator and Managed Care Services, in its entirety, all Addenda, and the following documents by this reference are hereby made a part of this contract:

<table>
<thead>
<tr>
<th>SERVICES</th>
<th>ANNUAL FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Claims Administration</td>
<td>$46,000 per year</td>
</tr>
<tr>
<td>Medical Provider Network</td>
<td>See MPN pricing below (MPN fees are subject to size and complexity of the specific MPN)</td>
</tr>
<tr>
<td>Utilization Review</td>
<td>$25 - Authorization Only Letter</td>
</tr>
<tr>
<td></td>
<td>$145 - Nurse Level</td>
</tr>
<tr>
<td>Per Bill Fee</td>
<td>$10 per each bill</td>
</tr>
<tr>
<td>PPO Savings Below Fee Schedule</td>
<td>20% on all PPO savings; 10% of savings on all Specialty Reviews (in-patient / out-patient)</td>
</tr>
<tr>
<td>Telephonic Case Management</td>
<td>$95 - Telephonic Case Management</td>
</tr>
<tr>
<td>Field Case Management</td>
<td>$98 - Field Case Management</td>
</tr>
<tr>
<td>Peer Review</td>
<td>$245 - Peer Review</td>
</tr>
<tr>
<td>Medicare Secondary Payer Compliance Services</td>
<td>ALAE</td>
</tr>
</tbody>
</table>
• Claims Administration:  
  First Year 07/01/17 – 06/30/18 $46,000  
  Second Year 07/01/18 – 06/30/19 $46,000  
  Third Year 07/01/19 – 06/30/20 $46,000  

• Utilization Review: We process all Utilization Reviews in-house utilizing Arissa Cost Strategies’ software. Price is $25 per Authorization Only Letter; $145 for Nurse Level and $245 for Peer Review.  

• Medical Bill Review: We review all medical bills in-house utilizing Comp Star software. Price is $10.00 per bill plus 20% of PPO savings and 10% of savings on all Specialty Reviews (in-patient/ out-patient).  

• Investigative (Subrosa and AOE/COE): We use various investigative firms. Fees are charged back to the file as an Allocated Loss Adjustment Expense (ALAE).  

• Disability Case Management: On a case by case basis, if we feel a Nurse Case Manager (NCM) would help manage the disability of an injured worker. Utilization of a NCM is assigned after consultation with the client. The cost for a Nurse Case Manager is $95 per hour and Field Nurse Case Manager is at $98 per hour.  

• Medical Provider Network: HCMS partners with Arissa Cost Strategies and can install an MPN network. The following networks are available:  
  • Arissa Cost Strategies / Harbor One  
  • Networks By Design  

HCMS has the ability to provide custom provider networks, both Medical Provider Network (MPN) and Preferred Provider Organization (PPO), to be used exclusively by our individual clients. The Network can be customized for the client.  

These workers’ compensation specific networks incorporate the medical providers with extensive, specialized experience in dealing with injuries incurred at the work place or job site.  

The MPN includes Certification from the State of California and enrollment notices to all employees complete monitoring of the MPN for State Compliance & reporting with toll free access/assistance for employers and injured employees and all services listed below. This also includes the continued monitoring of the enrollment process for new hires.
Available Services:

- Assistance with creating MPN enrollment notices
- Electronic storage of MPN enrollment notices / pre-designation of physician
- MPN Application / Certification from State
- On-line Provider Finder
- 10% Change Monitoring
- Toll Free Support Number for Injured Employee Assistance
- Support for Network & Employer provided
- MPN Roll Out Meetings
- Physician site visits
- Reports

HCMS' Bill Review software identifies PPO and negotiated fee providers by Tax ID Number. HCMS can load virtually any PPO or negotiated fee arrangement by individual provider, by Tax ID Number, into the Bill Review software engine for automated application of discounts. Certain PPO networks are better than others depending on the locations of the providers, type of contracts, specialties of the providers, discounts etc.

We will work collaboratively with clients to ensure a smooth transition, including comparing the current MPN to determine which providers are already in our available Networks. Network development can recruit, credential, and contract any specific qualified providers to participate in the client's provider network. The client will have an option to file a modification or create a new MPN and application.

Pricing for this product is dependent on the size and complexity of the MPN and will be provided should the client be interested in implementing this valuable cost containment resource. Typical pricing is as follows:

- MPN Filing (Original) New Application: $3,500 one-time fee
- MPN Filing (Material Modification): $0 (no charge) to $3,500, depending on complexity, one-time fee. Normally, these fees run between $1,000 and $2,500.
- MPN Administration Set-Up: $1,500 one-time fee. This covers creating the database of open claims and notices/letters tailored to the TPA and payer.
- MPN Administration: $60 per new claim (for new claims that are reported after the inception of the MPN) subject to a minimum of $1,500 per month.
- MPN provider search assistance (directory): $1,000 pass-through
• **MMSEA Reporting**: HMCS is currently working with ExamWorks to meet the Mandatory Insurer Reporting Requirements under Section 111 of the MMSEA, conditional payment identification and resolution, and Medicare Set Aside. Fees are charged back to the file as an Allocated Loss Adjustment Expense (ALAE).

The total annual flat fee proposed above contemplates handling all claims activity in a 12-month period. The annual fee will be invoiced at the beginning of each quarter. The flat annual fee quoted above include all claims adjusting services detailed in this proposal and includes the following services:

- All Claims Management Functions (tail and new)
- Claim Reporting
- Fraud Reporting
- Subrogation Recovery
- Bank Account Management
- Public Self-Insurer’s Annual Report
- 1099 Notices
- Third party claims administration;
- Customized client service instructions;
- Data entry to claim system and new file claim set-up;
- Quarterly claim file reviews, including status reports as required, or as requested;
- Meetings/conference calls with assigned legal counsel, and other ancillary service providers as necessary or requested;
- Claim system account customized for the client (includes changes to divisions/departments, etc. as requested);
- Customized employee and provider notifications, division posters;
- Reporting for brokers, excess carriers, actuaries, State and Federal mandated reporting requirements including submission to MCCI for annual experience modification factor. Customized monthly, quarterly, annual and periodic reporting as required, as requested by the client including annual stewardship and hospital comparison reports;
- Cost containment reports including medical and facility provider bills and pharmacy reports;
- OSHA logs;
- Claim system training;
- Client education programs.

Costs associated with Medicare Set-Aside analysis and submission or Medicare Conditional Lien negotiations are Allocated Expenses and paid off of the respective claim files.
The following fees are considered Allocated Loss Adjustment Expenses and are not included in the administration fee.

- Fees of attorneys, including representation at hearings or pretrial conferences;
- Fees of court reporters;
- Court costs, court fees and court expenses, service of process;
- Costs of undercover operative and detective services;
- Costs of employing experts for advice, opinions, or testimony concerning claims under investigation or in litigation and costs of appraisals;
- Costs of independent medical examinations and/or evaluations for rehabilitation and/or to determine the extent of Client's liability;
- Costs of legal transcripts of testimony taken at coroner's inquests, criminal proceedings, or civil proceedings;
- Costs of copies of public records and/or medical reports;
- Fees paid to witnesses and corresponding travel expenses;
- Costs of photographs and photocopy services;
- Vocational rehabilitation, medical case management and utilization review; Medical bill review services;
- Preferred Provider Organization fees or other similar cost containment programs;
- Electronic Index Bureau inquiry or reporting fees;
- Interest paid as a result of litigation;
- State mandated electronic data interchange (EDI) costs, if applicable;
AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT
WITH HAZELRIGG CLAIMS MANAGEMENT SERVICES, INCORPORATED,
AGREEMENT NO. 17-1762

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 17-1762 FOR
PROFESSIONAL SERVICES OF PROPERTY AND LIABILITY CLAIMS
ADMINISTRATION SERVICES ("Amendment No. 1"), effective as of the date specified
in paragraph 4 hereof, is made and entered into by and between the CITY OF PICO
RIVERA ("CITY"), and HAZELRIGG CLAIMS MANAGEMENT SERVICES,
INCORPORATED, ("CONTRACTOR").

RECITALS

A. CITY and CONTRACTOR (collectively referred to as the "PARTIES") have
previously executed that certain Agreement for Professional Services, Agreement
No. 17-1762 ("Agreement") relating to professional services in the City of Pico
Rivera.

B. The PARTIES desire to amend Section 1 of the Agreement as set forth herein,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. MODIFICATION OF ESTIMATED AMOUNT AND CONTRACT EXPIRATION
DATE.

The contract amount as set forth in Section 2 of the Agreement shall be modified
as follows:

CONTRACTOR shall provide the services described in Exhibit A regarding
professional services and shall be compensated at a rate of $3,333 per month not
to exceed $40,000 per fiscal year.

2. TERM EXTENSION.

The contract term set forth in Section 6a of the Agreement shall be modified as
follows:

The Agreement shall expire on June 30, 2022, unless sooner terminated as
hereinafter provided.

3. EFFECT OF AMENDMENTS.

Except as modified herein, either expressly or by necessary implication, the terms
and provisions of the Agreement between the CITY and CONTRACTOR shall
remain in full force and effect. If there is conflict between this Amendment and the
Agreement, the terms of this Amendment will prevail.
4. EFFECTIVE DATE.

Unless otherwise specified herein, this Amendment No. 1 shall become effective as of the date set forth below on which the last of the parties, whether CITY or CONTRACTOR, executes this Amendment No. 1.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed and attested by their respective officers hereunto duly authorized.

“CITY”
CITY OF PICO RIVERA

“CONTRACTOR”
HAZELRIGG CLAIMS MANAGEMENT SERVICES, INCORPORATED

______________________________ _________________________________
Steve Carmona, City Manager Arlene Hazelrigg, President

Dated: ________________________ Dated: ____________________________

ATTEST: APPROVED AS TO FORM

______________________________ _________________________________
Anna M. Jerome, City Clerk Arnold M. Alvarez-Glasman, City Attorney
Agreement No. 17-1762
AGREEMENT BETWEEN
CITY OF PICO RIVERA
AND
HAZELRIGG CLAIMS MANAGEMENT SERVICES, INC.
FOR PROPERTY & LIABILITY CLAIMS ADMINISTRATION SERVICES
AGREEMENT FOR CLAIMS ADMINISTRATION SERVICES

This Agreement is between the City of Pico Rivera, a public agency of the State of California, hereinafter referred to as the "CITY", and HAZELRIGG CLAIMS MANAGEMENT SERVICES, INC., a corporation of the State of California hereinafter referred to as "HCMS". CITY and HCMS are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

Terms of Agreement

1. Scope of Work
   a. The CITY hereby engages HCMS to provide the CITY the services described in detail in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference.
   b. Additional services may be requested and ordered through the issuance of a written amendment to this Agreement. All written amendments for professional services must be completed and signed by both Parties prior to proceeding with services.

2. Time and Term

Time is of the essence in the performance of services under this Agreement. This Agreement is in effect from July 1, 2017 through June 30, 2020, subject to earlier termination pursuant to Section 20. The CITY shall have an option to extend this Agreement for two additional one-year periods, exercisable by the CITY notifying HCMS of such extension prior to the anniversary date. This Agreement shall have an anniversary date of June 30th, for the purpose of reviewing the terms and optional extensions. This Agreement supersedes and replaces all previous agreements or contracts. An option to extend the term of this Agreement beyond the June 30, 2020 termination date shall be incorporated by written amendment to this Agreement by the Parties.

3. Agreement Administrator

   a. The acceptability of all services performed for this Agreement shall be determined by the CITY.

4. Liability Claims Administration Staff

HCMS agrees to furnish personnel with the requisite skills and experience, as determined by the CITY’s evaluation. Substitution of Liability Claims Manager must be mutually agreed upon. The Agreement shall be amended to reflect any changes, subject to and contingent upon, the approval of the CITY.
5. Independent Contractor

a. HCMS agrees to furnish claims administration services in the capacity of an independent contractor and neither HCMS nor any of its employees shall be considered to be an employee of the City. HCMS 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 HCMS or any of HCMS's employees, except as set forth in this Agreement. HCMS shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.

b. 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.

CITY shall not deduct from the Compensation paid to HCMS 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 HCMS. CITY shall have no responsibility to provide HCMS, its employees or subcontractors with workers' compensation insurance or any other insurance.

6. Compensation

a. Compensation is agreed and pursuant to the Schedule of Fees marked as Exhibit B and incorporated herein by this reference and shall not be amended unless in writing and agreed by both Parties. In no event shall the total compensation and costs payable to HCMS under this Agreement exceed the sum of forty thousand ($40,000) per fiscal year unless specifically approved in advance, in writing, by City.

7. Billings and Payments

a. HCMS shall submit monthly invoices for work on files reported to HCMS to the CITY. Each invoice shall indicate HCMS' name and the monthly flat rate amount. 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 HCMS 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 HCMS.

b. Any mailing address change must be submitted in writing to CITY. Without proper notification of an address change, HCMS' invoice payment may be delayed.
8. Successors and Assignment

This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, HCMS cannot assign or transfer its interest in this Agreement or subcontract any services to be performed without the express written consent of the CITY.

9. Change in Ownership or Control

HCMS shall notify the CITY, in writing, of any change in ownership or control of HCMS. Change of ownership or control of HCMS' firm constitutes a material change in circumstances, and the CITY may, on sixty (60) days written notice, terminate this Agreement. An election by the CITY to continue the Agreement will require amendment to the Agreement, upon such terms as the Parties may agree.

10. Use of Materials

The CITY will make available to HCMS such materials from its files as may be required by HCMS to perform services under this Agreement to the extent legally capable of providing said materials. Such materials shall remain the property of the CITY while in HCMS' possession. Upon termination of this Agreement, or completion of work under this Agreement, HCMS shall turn over to the CITY any calculations, notes, reports, electronic files, or other materials prepared by HCMS in the course of performing the services under this Agreement. HCMS shall at all times maintain the confidentiality of the CITY's materials, disclosing such materials and any information as may be contained therein only as necessary in the course of the work of HCMS for the CITY, and giving immediate and timely notice to the CITY if a request, whether in the form of a subpoena or other court order, or Public Records Act Request or the like, seeks such information from HCMS outside the ordinary course of HCMS' work for the CITY.

11. Intellectual Property

All right, title and interest in all intellectual property conceived or developed in the course of HCMS' work for the CITY under this Agreement shall be the property of the CITY, except any interest in the software. As used herein, the term "intellectual property" includes, but is not limited to, all inventions, patents, copyrightable subject matter, copyrights, test data, trade secrets, other confidential information.

a. HCMS shall not use or disclose any intellectual property conceived or developed in the course of HCMS' work for the CITY, except: (i) intellectual property in the public domain through no fault of HCMS, (ii) intellectual property which HCMS can prove was received by HCMS from a third party owing no duty to the CITY, and (iii) intellectual property for which HCMS has received express, written permission from the CITY, or from the CITY's counsel/attorney or designated
agent, or is authorized or required to use or disclose under the terms of this Agreement.

b. HCMS shall promptly notify the CITY, in writing, of all intellectual property conceived or developed in the course of HCMS' work for the CITY under this Agreement.

12. Nonuse of Intellectual Property of Third Parties

HCMS shall not use, disclose or copy any intellectual property of any third parties in connection with work carried out under this Agreement, except for intellectual property for which HCMS has a license. HCMS shall indemnify and hold the CITY harmless against all claims raised against the CITY based upon allegations that HCMS has wrongfully used intellectual property of others in performing work for the CITY.

13. Legal Requirements & Compliance

a. HCMS shall secure and maintain all licenses or permits required by law and shall comply with all ordinances, laws, orders, rules, and regulations pertaining to the work. This shall include obtaining a City business license prior to commencing performance under this Agreement.

b. HCMS 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 HCMS shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if HCMS 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 HCMS to comply with this Section.

14. Guarantee and Warranty

a. HCMS guarantees and warrants that the work shall be performed and completed in accordance with generally accepted industry standards, practices, and principles applicable to the work.

b. The CITY and its representatives shall at all times have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of this Agreement.
15. Access to CITY’s Premises

a. HCMS shall notify the CITY in advance of its intended locations and durations of work on the CITY’s premises. Except in extraordinary circumstances, all work on the CITY’s premises shall be scheduled during normal working days and hours.

16. Indemnity

a. 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. HCMS acknowledges that CITY would not enter into this Agreement in the absence of HCMS’s commitment to indemnify and protect CITY as set forth herein.

b. To the full extent permitted by law, HCMS 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 HCMS 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.

c. CITY shall have the right to offset against the amount of any compensation due HCMS under this Agreement any amount due CITY from HCMS as a result of HCMS’s failure to pay CITY promptly any indemnification arising under this Section 16 and related to HCMS’s failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers’ compensation laws.

d. The obligations of HCMS under this Section 16 will not be limited by the provisions of any workers’ compensation act or similar act. HCMS expressly waives its statutory immunity under such statutes or laws as to CITY, its officers, agents, employees and volunteers.

e. HCMS agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 16 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of HCMS in the performance of this Agreement. In the event HCMS fails to obtain such
indemnity obligations from others as required herein, HCMS 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 HCMS’s subcontractors or any other person or entity involved by, for, with or on behalf of HCMS in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of CITY’s choice.

f. CITY does not, and shall not, waive any rights that it may possess against HCMS 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 not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

g. PERS ELIGIBILITY INDEMNITY. In the event that HCMS or any employee, agent, or subcontractor of HCMS 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, HCMS shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of HCMS or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, HCMS 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.

17. Insurance

a. During the term of this Agreement, HCMS 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 HCMS’s performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below.
i. 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 HCMSs, personal injury.

ii. 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.

iii. Worker’s Compensation insurance as required by the laws of the State of California.

iv. 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).

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

c. 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.

d. HCMS 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 HCMS’s expense, the premium thereon.

e. At all times during the term of this Agreement, HCMS 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. HCMS shall, prior to commencement of work under this Agreement, file with CITY’s Risk Manager such certificate(s).

f. HCMS 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. HCMS shall provide such proof to CITY at least two weeks prior to the expiration of the coverages.

g. 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. HCMS 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.

h. The general liability and automobile policies of insurance provided by HCMS 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 HCMS's insurance and shall not contribute with it.

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

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

k. Procurement of insurance by HCMS shall not be construed as a limitation of HCMS's liability or as full performance of HCMS's duties to indemnify, hold harmless and defend under Section 16 of this Agreement.

18. Audit

a. HCMS shall be responsible for ensuring the accuracy and propriety of all billings and shall maintain all supporting documentation.

b. The CITY will have the right to audit HCMS' invoices and all supporting documentation for purposes of compliance with this Agreement for a period of three (3) years following completion of services under this Agreement.

c. Upon reasonable notice from the CITY, HCMS shall cooperate fully with any audit of its billings conducted by the CITY and shall permit access to its books, records and accounts as may be necessary to conduct such audits.

19. Nondiscrimination Practices

a. HCMS shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. HCMS shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status,
religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. HCMS agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

b. HCMS shall, in solicitations for advertisements for employees placed by or on behalf of HCMS, state that all qualified applicants will receive consideration for employment without regard to the protected categories listed above.

c. HCMS shall permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with this Article.

20. Termination

The CITY may terminate this Agreement with or without cause by providing advance written notice delivered or mailed to HCMS of not less than thirty (30) days prior to written notice of an effective termination date. Except for this transition assistance, HCMS' obligation to provide services to the CITY will cease at 12:01 a.m. upon the effective date of termination or expiration. The CITY's only obligation in the event of termination will be payment of reasonable fees and expenses incurred up to and including the effective date of termination. Service and Administration fees will be prorated.

21. Notices

Any notice or communication given under this Agreement shall be effective when deposited, postage prepaid, with the United States Postal Service and addressed to the contracting Parties as follows:

Hazelrigg Claims Management Services
Attention: Arlene Hazelrigg, President
P.O. Box 880
Chino Hills, CA 91709

City of Pico Rivera
Attention: Risk Management
6615 Passons Blvd.
Pico Rivera, CA 90660

Either Party may change the address to which notice or communication is to be sent by providing advance written notice to the other Party.
22. Non-Waiver

a. The waiver by City or HCMS 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 HCMS 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 HCMS, 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 HCMS unless in writing.

b. HCMS shall not be liable for any failure to perform if HCMS 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 HCMS.

23. 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.

24. Severability

If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

25. Disputes, Jurisdiction and Venue

This Agreement shall be deemed a contract under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws.
26. **Entire Agreement**

   a. This writing contains the entire agreement of the Parties relating to the subject matter hereof; and the Parties have made no agreements, representations, or warranties either written or oral relating to the subject matter hereof which are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without formal amendment thereto. 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.

   b. Notwithstanding the foregoing, and to realize the purpose of this Agreement, the CITY may issue a written modification to the Scope of Work, if this modification will not require a change to any other term of this Agreement.

27. **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.

28. **Joint Drafting**

Both Parties have participated in the drafting of this Agreement.

[Signatures on the following page]
IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date last written below.

ATTEST

Anna M. Jerome, City Clerk

Date: 7/13/17

CITY OF PICO RIVERA

By: Rene Bobadilla, City Manager

Date: 7/13/17

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

Date: 7/11/17

HAZELRIGG CLAIMS MANAGEMENT SERVICES, INC.

By: Arlene Hazelrigg, President

Date: June 28, 2017
EXHIBIT A

The City of Pico Rivera hereby engages HCMS to provide third party claims administrative and adjustment services for the City.

1. HCMS shall monitor and review all reported claims to HCMS, which will or may potentially expose the CITY, including, but not limited to, coverage verification, investigation, reserving, evaluation, litigation management, and preparation of periodic claims status reports to the CITY.

2. HCMS will also be responsible for reporting any and all reported claims to the CITY's excess carriers that will or may potentially expose the CITY in excess of its self-insured retention, if any for that fiscal year.

3. HCMS will attend CITY meetings and/or closed session meetings as required by the CITY.

4. Utilize its computerized claims management information system to input all claims reported including development of necessary forms and training.

5. Maintain a claim file on each reported claim. The claim files will be the CITY's property and will be available for inspection by the CITY upon request.

6. Provide statistical and loss experience reports concerning the claims status at each claims administration meeting and/or file review meeting.

7. Engage at its discretion and with the CITY's prior approval the services of defense counsel, coverage counsel and investigators. Expenses for all such services shall be an "allocated expense."

8. Be available and involved as necessary for consultation on various claims and related issues potentially involving the CITY and all related risk management functions concerning loss control, training and best practices concerning the property and liability program.

9. Comply with all MMSEA reporting requirements.

10. Index all claimants and plaintiffs.
Reports and Risk Management Information System (RMIS)

HCMS shall provide the CITY with (electronic) loss run reports for all reported claims. Loss run reports shall include, but not be limited to, the following: 1) HCMS claim number; 2) the status of each open claim assigned to HCMS; 3) summary of each incident; 4) outstanding financial reserves, and 5) details of all claims and expense payments. HCMS will provide monthly loss run information to the CITY directly upon request.

Assistance with Legal Services and Litigation

The CITY's legal counsel will handle litigation of claims. Once litigation has commenced, HCMS will work in conjunction with legal counsel assigned by the CITY in defense of the claim and remain the point of contact for the CITY during the entire pendency of the litigation, including, but not limited to, the recommendation of settlements and further litigation strategy subject to the supervision of the CITY and excess carriers.

HCMS will attend mediations, settlement conferences and any other hearings or court dates as necessary. HCMS will assist in gathering documents for production requests, ensure that defense counsel is properly reporting to the CITY and excess carriers, subject to any conflicts of interests and review and recommend payment of all reasonable litigation expenses.
EXHIBIT B — Schedule of Fees

a. Professional Services Fee

HCMS will bill the CITY a flat rate of $3,333.33 for eight (8) months of the fiscal year and then $3,333.34 for the remaining four (4) for a total of $40,000 per fiscal year.