

1 that milestones for performance, if any, are met.

2 C. Consultant has requested to receive regular payments. City shall pay
3 Consultant in due course of payments following receipt from Consultant and approval by
4 City of invoices showing the services or task performed, the time expended (if billing is
5 hourly), and the name of the Project. Consultant shall certify on the invoices that
6 Consultant has performed the services in full conformance with this Agreement and is
7 entitled to receive payment. Each invoice shall be accompanied by a progress report
8 indicating the progress to date of services performed and covered by the invoice, including
9 a brief statement of any Project problems and potential causes of delay in performance,
10 and listing those services that are projected for performance by Consultant during the next
11 invoice cycle. Where billing is done and payment is made on an hourly basis, the parties
12 acknowledge that this arrangement is either customary practice for Consultant's profession,
13 industry or business, or is necessary to satisfy audit and legal requirements which may
14 arise due to the fact that City is a municipality.

15 D. Consultant represents that Consultant has obtained all necessary
16 information on conditions and circumstances that may affect its performance and has
17 conducted site visits, if necessary.

18 E. **CAUTION:** Consultant shall not begin work until this Agreement has been
19 signed by both parties and until Consultant's evidence of insurance has been delivered to
20 and approved by City.

21 2. TERM. The term of this Agreement shall commence at midnight on
22 December 15, 2006, and shall terminate at 11:59 p.m. on May 31, 2008, unless sooner
23 terminated as provided in this Agreement, or unless the services or the Project is
24 completed sooner.

25 3. COORDINATION AND ORGANIZATION.

26 A. Consultant shall coordinate its performance with City's representative, if
27 any, named in Exhibit "B", attached to this Agreement and incorporated by this reference.
28 Consultant shall advise and inform City's representative of the work in progress on the

1 Project in sufficient detail so as to assist City's representative in making presentations and
2 in holding meetings on the Project. City shall furnish to Consultant information or
3 materials, if any, described in Exhibit "C", attached to this Agreement and incorporated by
4 this reference, and shall perform any other tasks described in the Exhibit.

5 B. The parties acknowledge that a substantial inducement to City for entering
6 this Agreement was and is the reputation and skill of Consultant's key employee Melani
7 Smith. City shall have the right to approve any person proposed by Consultant to replace
8 that key employee.

9 4. INDEPENDENT CONTRACTOR. In performing its services, Consultant
10 is and shall act as an independent contractor and not an employee, representative or agent
11 of City. Consultant shall have control of Consultant's work and the manner in which it is
12 performed. Consultant shall be free to contract for similar services to be performed for
13 others during this Agreement; provided, however, that Consultant acts in accordance with
14 Section 9 and Section 11 of this Agreement. Consultant acknowledges and agrees that
15 (a) City will not withhold taxes of any kind from Consultant's compensation; (b) City will not
16 secure workers' compensation or pay unemployment insurance to, for or on Consultant's
17 behalf; and (c) City will not provide and Consultant is not entitled to any of the usual and
18 customary rights, benefits or privileges of City employees. Consultant expressly warrants
19 that neither Consultant nor any of Consultant's employees or agents shall represent
20 themselves to be employees or agents of City.

21 5. INSURANCE. As a condition precedent to the effectiveness of this
22 Agreement, Consultant shall procure and maintain at Consultant's expense for the duration
23 of this Agreement from insurance companies that are admitted to write insurance in
24 California or from authorized non-admitted insurance companies that have ratings of or
25 equivalent to A:VIII by A.M. Best Company the following insurance:

26 (a) Commercial general liability insurance (equivalent in scope to ISO
27 form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than
28 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This

1 coverage shall include but not be limited to broad form contractual liability,
2 cross liability, independent contractors liability, and products and completed
3 operations liability. City, its officials, employees and agents shall be named
4 as additional insureds by endorsement (on City's endorsement form or on an
5 endorsement equivalent in scope to ISO form CG 20 10 11 85 or to both CG
6 20 10 10 01 and CG 20 37 10 01), and this insurance shall contain no
7 special limitations on the scope of protection given to City, its officials,
8 employees and agents.

9 (b) Workers' Compensation insurance as required by the California
10 Labor Code and employer's liability insurance in an amount not less than
11 \$1,000,000.

12 (c) Professional liability or errors and omissions insurance in an
13 amount not less than \$1,000,000 per claim.

14 (d) Commercial automobile liability insurance (equivalent in scope to
15 ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount
16 not less than \$500,000 combined single limit per accident.

17 Any self-insurance program, self-insured retention, or deductible must be
18 separately approved in writing by City's Risk Manager or designee and shall protect City,
19 its officials, employees and agents in the same manner and to the same extent as they
20 would have been protected had the policy or policies not contained retention or deductible
21 provisions. Each insurance policy shall be endorsed to state that coverage shall not be
22 reduced, non-renewed or canceled except after thirty (30) days prior written notice to City,
23 and shall be primary and not contributing to any other insurance or self-insurance
24 maintained by City. Consultant shall notify City in writing within five (5) days after any
25 insurance has been voided by the insurer or cancelled by the insured. If this coverage is
26 written on a "claims made" basis, it must provide for an extended reporting period of not
27 less than one year, commencing on the date this Agreement expires or is terminated,
28 unless Consultant guarantees that Consultant will provide to City evidence of

1 uninterrupted, continuing coverage for a period of not less than three (3) years,
2 commencing on the date this Agreement expires or is terminated.

3 Consultant shall require that all subconsultants or contractors that Consultant
4 uses in the performance of these services maintain insurance in compliance with this
5 Section unless otherwise agreed in writing by City's Risk Manager or designee.

6 Prior to the start of performance, Consultant shall deliver to City certificates
7 of insurance and the endorsements for approval as to sufficiency and form. In addition,
8 Consultant shall, within thirty (30) days prior to expiration of the insurance, furnish to City
9 certificates of insurance and endorsements evidencing renewal of the insurance. City
10 reserves the right to require complete certified copies of all policies of Consultant and
11 Consultant's subconsultants and contractors, at any time. Consultant shall make available
12 to City's Risk Manager or designee all books, records and other information relating to this
13 insurance, during normal business hours.

14 Any modification or waiver of these insurance requirements shall only be
15 made with the approval of City's Risk Manager or designee. Not more frequently than
16 once a year, City's Risk Manager or designee may require that Consultant, Consultant's
17 subconsultants and contractors change the amount, scope or types of coverages required
18 in this Section if, in his or her sole opinion, the amount, scope or types of coverages are
19 not adequate.

20 The procuring or existence of insurance shall not be construed or deemed
21 as a limitation on liability relating to Consultant's performance or as full performance of or
22 compliance with the indemnification provisions of this Agreement.

23 **6. ASSIGNMENT AND SUBCONTRACTING.** This Agreement contemplates
24 the personal services of Consultant and Consultant's employees, and the parties
25 acknowledge that a substantial inducement to City for entering this Agreement was and is
26 the professional reputation and competence of Consultant and Consultant's employees.
27 Consultant shall not assign its rights or delegate its duties under this Agreement, or any
28 interest in this Agreement, or any portion of it, without the prior approval of City, except that

1 Consultant may with the prior approval of the City Manager of City, assign any moneys due
2 or to become due Consultant under this Agreement. Any attempted assignment or
3 delegation shall be void, and any assignee or delegate shall acquire no right or interest by
4 reason of an attempted assignment or delegation. Furthermore, Consultant shall not
5 subcontract any portion of its performance without the prior approval of the City Manager
6 or designee, or substitute an approved subconsultant or contractor without approval prior
7 to the substitution. Nothing stated in this Section shall prevent Consultant from employing
8 as many employees as Consultant deems necessary for performance of this Agreement.

9 7. CONFLICT OF INTEREST. Consultant, by executing this Agreement,
10 certifies that, at the time Consultant executes this Agreement and for its duration,
11 Consultant does not and will not perform services for any other client which would create
12 a conflict, whether monetary or otherwise, as between the interests of City and the
13 interests of that other client. And, Consultant shall obtain similar certifications from
14 Consultant's employees, subconsultants and contractors.

15 8. MATERIALS. Consultant shall furnish all labor and supervision, supplies,
16 materials, tools, machinery, equipment, appliances, transportation and services necessary
17 to or used in the performance of Consultant's obligations under this Agreement, except as
18 stated in Exhibit "C".

19 9. OWNERSHIP OF DATA. All materials, information and data prepared,
20 developed or assembled by Consultant or furnished to Consultant in connection with this
21 Agreement, including but not limited to documents, estimates, calculations, studies, maps,
22 graphs, charts, computer disks, computer source documentation, samples, models,
23 reports, summaries, drawings, designs, notes, plans, information, material and
24 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
25 and City shall have the unrestricted right to use and disclose the Data in any manner and
26 for any purpose without payment of further compensation to Consultant. Copies of Data
27 may be retained by Consultant but Consultant warrants that Data shall not be made
28 available to any person or entity for use without the prior approval of City. This warranty

1 shall survive termination of this Agreement for five (5) years.

2 10. TERMINATION. Either party shall have the right to terminate this
3 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
4 prior notice to the other party. In the event of termination under this Section, City shall pay
5 Consultant for services satisfactorily performed and costs incurred up to the effective date
6 of termination for which Consultant has not been previously paid. The procedures for
7 payment in Section 1.B. with regard to invoices shall apply. On the effective date of
8 termination, Consultant shall deliver to City all Data developed or accumulated in the
9 performance of this Agreement, whether in draft or final form, or in process. And,
10 Consultant acknowledges and agrees that City's obligation to make final payment is
11 conditioned on Consultant's delivery of the Data to City.

12 11. CONFIDENTIALITY. Consultant shall keep all Data confidential and
13 shall not disclose the Data or use the Data directly or indirectly, other than in the course
14 of performing its services, during the term of this Agreement and for five (5) years following
15 expiration or termination of this Agreement. In addition, Consultant shall keep confidential
16 all information, whether written, oral or visual, obtained by any means whatsoever in the
17 course of performing its services for the same period of time. Consultant shall not disclose
18 any or all of the Data to any third party, or use it for Consultant's own benefit or the benefit
19 of others except for the purpose of this Agreement.

20 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for a
21 breach of confidentiality with respect to Data that: (a) Consultant demonstrates Consultant
22 knew prior to the time City disclosed it; or (b) is or becomes publicly available without
23 breach of this Agreement by Consultant; or (c) a third party who has a right to disclose
24 does so to Consultant without restrictions on further disclosure; or (d) must be disclosed
25 pursuant to subpoena or court order.

26 13. ADDITIONAL COSTS AND REDESIGN.

27 A. Any costs incurred by City due to Consultant's failure to meet the
28 standards required by the scope of work or Consultant's failure to perform fully the tasks

1 described in the scope of work which, in either case, causes City to request that Consultant
2 perform again all or part of the Scope of Work shall be at the sole cost of Consultant and
3 City shall not pay any additional compensation to Consultant for its re-performance.

4 B. If the Project involves construction and the scope of work requires
5 Consultant to prepare plans and specifications with an estimate of the cost of construction,
6 then Consultant may be required to modify the plans and specifications, any construction
7 documents relating to the plans and specifications, and Consultant's estimate, at no cost
8 to City, when the lowest bid for construction received by City exceeds by more than ten
9 percent (10%) Consultant's estimate. This modification shall be submitted in a timely
10 fashion to allow City to receive new bids within four (4) months after the date on which the
11 original plans and specifications were submitted by Consultant.

12 14. AMENDMENT. This Agreement, including all Exhibits, shall not be
13 amended, nor any provision or breach waived, except in writing signed by the parties which
14 expressly refers to this Agreement.

15 15. LAW. This Agreement shall be governed by and construed pursuant to
16 the laws of the State of California (except those provisions of California law pertaining to
17 conflicts of laws). Consultant shall comply with all laws, ordinances, rules and regulations
18 of and obtain all permits, licenses and certificates required by all federal, state and local
19 governmental authorities.

20 16. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
21 constitutes the entire understanding between the parties and supersedes all other
22 agreements, oral or written, with respect to the subject matter in this Agreement.

23 17. INDEMNITY. Consultant shall, with respect to services performed in
24 connection with this Agreement, indemnify and hold harmless City, its Boards,
25 Commissions, and their officials, employees and agents (collectively in this Section, "City")
26 from and against any and all liability, claims, demands, damage, loss, causes of action,
27 proceedings, penalties, costs and expenses (including attorney's fees, court costs, and
28 expert and witness fees) (collectively "Claims" or individually "Claim"). Claims include

1 allegations and include by way of example but are not limited to: Claims for property
2 damage, personal injury or death arising in whole or in part from any negligent act or
3 omission of Consultant, its officers, employees, agents, sub-consultants or anyone under
4 Consultant's control (collectively "Indemnitor"); willful misconduct; misrepresentation; and
5 Claims by any employee of Indemnitor relating in any way to worker's compensation.
6 Independent of the duty to indemnify and as a free-standing duty on the part of Consultant,
7 Consultant shall defend City and shall continue this defense until the Claim is resolved,
8 whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault,
9 breach or the like on the part of Indemnitor shall be required for the duty to defend to arise.
10 Consultant shall notify City of any Claim within ten (10) days. Likewise, City shall notify
11 Consultant of any Claim, shall tender the defense of the Claim to Consultant, and shall
12 assist Consultant, as may be reasonably requested, in the defense.

13 18. AMBIGUITY. In the event of any conflict or ambiguity between this
14 Agreement and any Exhibit, the provisions of this Agreement shall govern.

15 19. COSTS. If there is any legal proceeding between the parties to enforce
16 or interpret this Agreement or to protect or establish any rights or remedies under it, the
17 prevailing party shall be entitled to its costs, including reasonable attorneys' fees.

18 20. NONDISCRIMINATION. In connection with performance of this
19 Agreement and subject to applicable rules and regulations, Consultant shall not
20 discriminate against any employee or applicant for employment because of race, religion,
21 national origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap or disability.
22 Consultant shall ensure that applicants are employed, and that employees are treated
23 during their employment, without regard to these bases. These actions shall include, but
24 not be limited to, the following: employment, upgrading, demotion or transfer; recruitment
25 or recruitment advertising; layoff or termination; rates of pay or other forms of
26 compensation; and selection for training, including apprenticeship.

27 It is the policy of City to encourage the participation of Disadvantaged,
28 Minority and Women-Owned Business Enterprises in City's procurement process, and

1 Consultant agrees to use its best efforts to carry out this policy in its use of subconsultants
2 and contractors to the fullest extent consistent with the efficient performance of this
3 Agreement. Consultant may rely on written representations by subconsultants and
4 contractors regarding their status. City's policy is attached as Exhibit "D" to this
5 Agreement. Consultant shall report to City in May and in December or, in the case of
6 short-term agreements, prior to invoicing for final payment, the names of all subconsultants
7 and contractors hired by Consultant for this Project and information on whether or not they
8 are a Disadvantaged, Minority or Women-Owned Business Enterprise, as defined in
9 Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

10 21. NOTICES. Any notice or approval required by this Agreement shall be
11 in writing and personally delivered or deposited in the U.S. Postal Service, first class,
12 postage prepaid, addressed to Consultant at the address first stated above, and to City at
13 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a
14 copy to the Transportatn Programs Officer at the same address. Notice of change of
15 address shall be given in the same manner as stated for other notices. Notice shall be
16 deemed given on the date deposited in the mail or on the date personal delivery is made,
17 whichever occurs first.

18 22. COPYRIGHTS AND PATENT RIGHTS.

19 A. Consultant shall place the following copyright protection on all Data: ©
20 City of Long Beach, California _____, inserting the appropriate year.

21 B. City reserves the exclusive right to seek and obtain a patent or copyright
22 registration on any Data or other result arising from Consultant's performance of this
23 Agreement. By executing this Agreement, Consultant assigns any ownership interest
24 Consultant may have in the Data to City.

25 C. Consultant warrants that the Data does not violate or infringe any patent,
26 copyright, trade secret or other proprietary right of any other party. Consultant agrees to
27 and shall protect, defend, indemnify and hold City, its officials and employees harmless
28 from any and all claims, demands, damages, loss, liability, causes of action, costs or

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City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

1 expenses (including reasonable attorney's fees) whether or not reduced to judgment,
2 arising from any breach or alleged breach of this warranty.

3 23. COVENANT AGAINST CONTINGENT FEES. Consultant warrants that
4 Consultant has not employed or retained any entity or person to solicit or obtain this
5 Agreement and that Consultant has not paid or agreed to pay any entity or person any fee,
6 commission or other monies based on or from the award of this Agreement. If Consultant
7 breaches this warranty, City shall have the right to terminate this Agreement immediately
8 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments
9 due under this Agreement or otherwise recover the full amount of the fee, commission or
10 other monies.

11 24. WAIVER. The acceptance of any services or the payment of any money
12 by City shall not operate as a waiver of any provision of this Agreement or of any right to
13 damages or indemnity stated in this Agreement. The waiver of any breach of this
14 Agreement shall not constitute a waiver of any other or subsequent breach of this
15 Agreement.

16 25. CONTINUATION. Termination or expiration of this Agreement shall not
17 affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11, 17,
18 19, 22 and 28 prior to termination or expiration of this Agreement.

19 26. TAX REPORTING. As required by federal and state law, City is
20 obligated to and will report the payment of compensation to Consultant on
21 Form 1099-Misc. Consultant shall be solely responsible for payment of all federal and
22 state taxes resulting from payments under this Agreement. Consultant's Employer
23 Identification Number is [REDACTED] If Consultant has a Social Security Number rather
24 than an Employer Identification Number, then Consultant shall submit that Social Security
25 Number in writing to City's Accounts Payable, Department of Financial Management.
26 Consultant acknowledges and agrees that City has no obligation to pay Consultant until
27 Consultant provides one of these numbers.

28 27. ADVERTISING. Consultant shall not use the name of City, its officials

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1 or employees in any advertising or solicitation for business or as a reference, without the
2 prior approval of the City Manager or designee.

3 28. AUDIT. City shall have the right at all reasonable times during the term
4 of this Agreement and for a period of five (5) years after termination or expiration of this
5 Agreement to examine, audit, inspect, review, extract information from and copy all books,
6 records, accounts and other documents of Consultant relating to this Agreement.

7 29. THIRD PARTY BENEFICIARY. This Agreement is not intended or
8 designed to or entered for the purpose of creating any benefit or right for any person or
9 entity of any kind that is not a party to this Agreement.

10 IN WITNESS WHEREOF, the parties have caused this document to be duly
11 executed with all formalities required by law as of the date first stated above.

12 MELENDREZ ASSOCIATES, a California
13 corporation

14 12-14, 2006

15 By [Signature]
16 Lauren Melendrez
17 (Type or Print Name)
18 President

19 12-14, 2006

20 By [Signature]
21 Robert Lince
22 (Type or Print Name)
23 Secretary

24 "Consultant"

25 CITY OF LONG BEACH

26 1.19, 2007

27 By [Signature]
28 City Manager

"City"

This Agreement is approved as to form on 1/2, 2007.

ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy

EXHIBIT “A”

Scope of Work

I-710 CORRIDOR LIVABILITY PLAN: MELÉNDREZ TEAM VISION & APPROACH

The Meléndrez team will approach the Community Livability Plan for Long Beach neighborhoods affected by the I-710 through a combination of direct outreach and consultation with community members and regional stakeholders, while maintaining close contact with City staff. Our working model is to approach the effort from a positive perspective by identifying community assets that help build and maintain healthy neighborhoods. As the expansion of the I-710 takes place, it is important that these community assets are strengthened and preserved.

A key element of our community asset model is visioning. We intend to work with communities to envision and design conditions preferable to those they experience today. The centerpiece of this visioning process will be an I-710 Neighborhood Summit, with a centerpiece design charette, conceived to develop a set of guiding principles for the development of the Community Livability Plan while revealing the overall impact of the I-710 on specific Long Beach neighborhoods. We will incorporate into this process the findings from ongoing studies of the Los Angeles River to ensure that synergies between the freeway and river concepts can be identified and brought forward. Information gathered in outreach to Regional Stakeholders, such as air quality, medical, educational, and transportation agencies and entities, in the form of survey questionnaires, will be summarized and incorporated into the planning process, and shared with the community.

The Community Livability Plan will ultimately grow out of the Neighborhood Summit and input from the Regional Stakeholders, and City decision-makers, and will provide recommendations for the City as the I-710 project goes forward to the Environmental Impact Report (EIR) phase. It is assumed that the Community Livability Plan will be approved by the City Council and ultimately incorporated, as appropriate, into the I-710 EIR process.

Throughout the planning process, it will be the Meléndrez team's goal to work as closely as possible with City staff and to serve as an extension to that staff.

TASK 1 PROJECT START UP

Schedule: December 2006 – February 2007

Task 1.1 – Initiate Project/Council Interviews

This project will begin with a Kick-off Meeting that includes an initial conversation with City staff members and appropriate department heads. A round of interviews with selected Long Beach Councilmembers and the Mayor will be integrated into that initial session, or one subsequent visit.

Task 1.2 – Data Gathering

An important component of the Start Up task will be to gather and review relevant data, existing plans and summaries of outreach conducted in the Corridor previously. It will also be critical to identify agencies, institutions, and programs already active in Corridor neighborhoods.

Task 1.3 – Develop Outreach Plan & Database

The purpose of our initial conversation with City staff members and department heads will be to finalize the project boundaries, identify available project data, refine our community and regional outreach strategy as needed, and discuss the utilization of the City's already established project web page. The refinement of a

project contact list is of particular importance for the Melendrez Team because it will be used to disseminate fliers and other information related to our community and regional outreach strategy.

Task 1.4 – Engage Regional Stakeholders

At this stage of the project, the regional stakeholders active in issues relevant to the Corridor neighborhoods will be identified. Survey/questionnaire materials will be developed, distributed electronically if possible, collected and compiled. Direct follow up with some stakeholders may be required in order to document their activities and programs to the fullest extent possible.

Task 1.5 – Community Stakeholders Drop In Meetings

Corridor stakeholder groups will be identified, or reconfirmed. Initial outreach, in the of brief presentations at one round of meetings with them, will be done in order to set the tone for our process, invite participation, and calibrate expectations relating to the goals of our study and Plan.

Task 1.6 – Team Meetings

Monthly team meetings with consultant and City staff will be held as needed, and can be an important communication and briefing opportunity for the project.

Task 1.7 – Site Tour

After our initial meeting with City staff and department heads, the Melendrez team will take a field tour of the entire site with the City staff members assigned to this project, and other individuals the City deems appropriate. The purpose of this initial site visit will be to sponsor an informal first convening of stakeholders, as well as to gather information about key issues, take notes and photos of key project sites, as well as to take a closer look at public facilities, specific neighborhoods, and major parks and open spaces.

Task 1.8 – Existing Conditions Documentation

As a follow-up to the Kick-off Meeting, we will prepare an initial project description for the Community Livability Plan process that will be posted on the City of Long Beach website. The project web page will be an important component of the Melendrez team community and regional outreach strategy. It will initially be used to post the dates and times of community meetings and workshops, as well as fliers and press releases that are created to announce important project milestones. In the later stages of the project, appropriate documents and reports will be uploaded onto the website for public review.

Also, a summary of Corridor existing conditions will be prepared including:

- Summary of plans and programs
- Summary of physical conditions and photo survey
- Summary of key community issues based on prior outreach efforts.

Task 1 Products:

1. Attendance at two team meetings, including project Kick Off Meeting
2. Council Member Interviews and Notes
3. Initial project contact list and e-mail list
4. Preliminary project outreach strategy and presentation materials in electronic format
5. Regional stakeholders outreach materials, such as questionnaires in electronic format
6. Attendance at up to 20 community stakeholders drop in meetings

7. Site Tour
8. Existing conditions documentation in electronic format

TASK 2 CULTURAL NEEDS ASSESSMENT

Schedule: February 2007 – May 2007

Task 2.1 - Mobilization & Advance Work

The Meléndrez team will work with the City to refine our community outreach strategy and finalize a list of invitees to the Neighborhood Summit sessions, which will be the centerpiece of our information gathering effort relating to the Cultural Needs Assessment. In preparation for the Summits, which are anticipated to occur on two successive Saturdays, the team will prepare base information documenting neighborhoods, key sites, corridors, institutions, as well as key data from our existing conditions documentation.

Task 2.2 - Community Stakeholders Drop In Meetings

In order to continue to engage community stakeholders in this process, a second round of drop in presentations will be made to up to 20 Community Stakeholder Groups. These briefings are intended to share with the community the essence of what was learned at the Neighborhood Summits, and the key information which will form the basis of the development of the Community Livability Plan, in Task 3.

Task 2.3 - Neighborhood Summit

In order to gather important community input regarding the impact of the I-710 corridor on adjacent residential neighborhoods, the Meléndrez Team will conduct two I-710 Neighborhood Summit sessions, largely in the form of a design charette with City officials, neighborhood residents, community stakeholders and other individuals interested in the future development of the I-710 corridor. Regional stakeholders will be invited to participate in the Summit in whatever capacity they are comfortable with. Their participation will be encouraged in order to build a dialogue between community members and stakeholder interests and concerns.

The overall purpose of the Summit will be to identify community assets—leaders, groups and organizations, local institutions and facilities, services, etc.—that can be utilized to mitigate the impact of the I-710 while empowering local neighborhoods. Activities in the Summit will focus on identifying and establishing guiding principles, community visions and livability strategies and other information that can be used to write the Cultural Needs Assessment.

The Summit may include the following discussions and workshops, within a one day time frame, conducted on two Saturdays to cover two groupings of neighborhoods within the corridor.

Neighborhood Assets and Abilities—This discussion will focus on identifying neighborhood educational, social, health, transportation, recreational and commercial resources that could be utilized to mitigate the impact of the I-710.

Kids and the Corridor—If community response is sufficient, an additional, concurrent group discussion will be held to understand how youth in the community experience the I-710 corridor. All children from the ages of 8 to 16 will be invited to participate.

Guiding Principles—This group discussion will focus on the development of guiding principles for the I-710 corridor. These guiding principles will be used in subsequent planning meetings throughout the weekend, and will establish a framework for the development of the Community Livability Plan.

Understanding the Impact of the I-710—This discussion will focus on identifying the primary neighborhood needs and concerns regarding the development of the I-710, as well as understanding how neighborhoods are impacted by the operation of the I-710 freeway and the Port.

Community Livability Priorities—This discussion will focus on identifying the primary community livability priorities and objectives that could influence transportation and land use planning improvement projects.

Design Workshops—Using neighborhood maps, participants will create community designs for select intervention areas within specific neighborhoods. The design workshops will be led by urban designers and landscape architects from Meléndrez.

Task 2.4 – Team Meetings

Monthly team meetings with consultant and City staff will be held as needed, and can be an important communication and briefing opportunity for the project.

Task 2.5 – Compile Cultural Needs Assessment Report

After the conclusion of the Summit, the Meléndrez team will synthesize all notes taken throughout the Summit sessions as well as the maps and visions from the design workshops. This information, combined with other pertinent project data collected by the Meléndrez team during Task 1, will be utilized to develop the Cultural Needs Assessment, and will later be incorporated into the Community Livability Plan.

Task 2 Products:

1. Attendance at four team meetings
2. Preparation for and facilitation of, two Neighborhood Summit sessions
3. Outreach and promotion materials relating to two Neighborhood Summit sessions
4. Notes and maps from Neighborhood Summit sessions in electronic format
5. Attendance at up to 20 community stakeholders drop in meetings
6. Community Cultural Needs Assessment documentation in electronic format

TASK 3 CREATE COMMUNITY LIVABILITY PLAN

Schedule: June 2007 – September 2007

Task 3.1 – Advance Work/Plan Design

This task will include the production of the Draft Community Livability Plan, which will include the following components:

Guiding Principles: The principles articulated by the City and by individual communities will guide the development of community livability strategies in the Plan. These principles will be presented both as an overarching issue for the whole corridor and for community-specific issues as identified through the charette.

Community Asset Map: The Melendrez team will produce a Community Asset Map that documents what resources the 710 communities wish to build on in order to realize their positive vision of the future. The map will address the corridor, but be created within the framework of the individual communities within the corridor, and the City.

Recommendations to the City: This section will synthesize all the information gathered in Tasks 2 and 3 to provide a list of Community Livability Plan recommendations that are neighborhood-specific and receive the support of community members and regional stakeholders.

Task 3.2 – Neighborhood Community Livability Plan Review

In addition to the development of the Community Livability Plan, a major component of Task 3 will involve the continuation of the Meléndrez Team outreach strategy. Two sessions will be organized to provide community residents and stakeholders with an opportunity to give their feedback on the Draft Community Livability Plan.

The purpose of the sessions will be to present the Draft Community Livability Plan, and then give meeting participants an opportunity to provide their feedback on the various components of the Plan. Both of the sessions will have two primary components: a presentation of the Community Livability Plan followed by an open forum, in which participants will have an opportunity to provide their feedback on the plan.

Task 3.3 – Team Meetings

Monthly team meetings with consultant and City staff will be held as needed, and can be an important communication and briefing opportunity for the project.

Task 3.4 – Report Edits

Based on feedback obtained at the Plan Review sessions, a final draft of the Plan will be developed for presentation to decision-makers in Task 4.

Task 3 Products:

1. Attendance at four team meetings
2. Preparation for and facilitation of, two Community Livability Plan Review sessions
3. Outreach and promotion materials relating to two Community Livability Plan Review sessions
4. Notes from Community Livability Plan Review sessions in electronic format
5. Community Cultural Needs Assessment documentation in electronic format
6. Draft Community Livability Plan, including Community Asset Map and Guiding Principles in electronic format
7. Maps and designs as modified following the Community Livability Plan Review meetings in electronic format
8. Revised, final Community Livability Plan with recommendations Community Cultural Needs Assessment documentation in electronic format

TASK 4 TAKE PLAN (FINAL REPORT) THROUGH APPROVAL PROCESS

Schedule: August 2007 – September 2007

Task 4.1 – Preparation

Melendrez will prepare a presentation in Powerpoint format summarizing the Livability Plan elements and the process undertaken to develop the plan. The team will also prepare for and schedule a presentation of the plan to community stakeholders in a public forum.

Task 4.2 – Team Meetings

Monthly team meetings with consultant and City staff will be held as needed, and can be an important communication and briefing opportunity for the project.

Task 4.3 – Presentations

The Melendrez team will work with the City staff as directed to move the Community Livability Plan through the approval process, by presenting it to the City Council Oversight Committee, a convening of Community Stakeholders, and finally the City Council. Depending on the feedback and direction received during this process, it may be necessary to seek another round of community input or to bring decision makers together with community leaders to ensure that an acceptable plan will be adopted. However, this work has not been included in our cost proposal.

Task 4 Products:

1. Community Livability Plan Presentation in Powerpoint format
2. Presentation to 1 City Council Oversight Committee meeting
3. Presentation to 1 City Council meeting
4. Preparation for and presentation to 1 Combined community/stakeholder meeting

MELENDREZ TEAM ASSUMPTIONS

The preceding approach to this project and associated fee proposal are based on the assumption that the City will be able to assume responsibility for or waive the cost of meeting room rentals. We also propose that copies of outreach materials for the public and the mailing of notices we prepare for meetings etc. will be facilitated by the City as well. Our estimate of reimbursable expenses for this project is only assumed to cover large format printing and plotting, meeting refreshments and mileage and parking.

EXHIBIT “B”

City’s Representative is:
Sumire Gant, Transportation Programs Officer

EXHIBIT “C”

Materials/Information Furnished: None

CITY OF LONG BEACH POLICY FOR DISADVANTAGED, MINORITY-OWNED
AND WOMEN-OWNED BUSINESS ENTERPRISES

It is the policy of the City of Long Beach to utilize Disadvantaged, Minority-Owned and Women-Owned Business Enterprises in all aspects of contracting including construction, the purchase of materials and services, including professional services, leases and the granting of concessions.

EXHIBIT "D"