

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 AGREEMENT

2 **33462**

3 THIS AGREEMENT is made and entered, in duplicate, as of May 14, 2014,
4 for reference purposes only, pursuant to a minute order adopted by the City Council of
5 the City of Long Beach at its meeting on May 13, 2014, by and between MELENDREZ
6 ASSOCIATES, a California corporation ("Consultant"), with a place of business at 617
7 South Olive Street, 11th Floor, Los Angeles, California 90014, and the CITY OF LONG
8 BEACH, a municipal corporation ("City").

9 WHEREAS, City requires specialized services requiring unique skills to be
10 performed in connection with the development of a West Long Beach Livability
11 Implementation Plan ("Project"); and

12 WHEREAS, City has selected Consultant in accordance with City's
13 administrative procedures and City has determined that Consultant and its employees
14 are qualified, licensed, if so required, and experienced in performing these specialized
15 services; and

16 WHEREAS, City desires to have Consultant perform these specialized
17 services, and Consultant is willing and able to do so on the terms and conditions in this
18 Agreement;

19 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
20 conditions in this Agreement, the parties agree as follows:

21 1. SCOPE OF WORK OR SERVICES.

22 A. Consultant shall furnish specialized services more particularly
23 described in Exhibit "A", attached to this Agreement and incorporated by this
24 reference, in accordance with the standards of the profession, and City shall pay
25 for these services in the manner described below, not to exceed Three Hundred
26 Thousand Dollars (\$300,000), at the rates or charges shown in Exhibit "B".

27 B. Consultant may select the time and place of performance for
28 these services; provided, however, that access to City documents, records and the

1 like, if needed by Consultant, shall be available only during City's normal business
2 hours and provided that milestones for performance, if any, are met.

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

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

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

23 2. TERM. The term of this Agreement shall commence at midnight on
24 May 15, 2014, and shall terminate at 11:59 p.m. on May 14, 2015, unless sooner
25 terminated as provided in this Agreement, or unless the services or the Project is
26 completed sooner.

27 3. COORDINATION AND ORGANIZATION.

28 A. Consultant shall coordinate its performance with City's

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

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

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

25 5. INSURANCE.

26 A. As a condition precedent to the effectiveness of this
27 Agreement, Consultant shall procure and maintain, at Consultant's expense for the
28 duration of this Agreement, from insurance companies that are admitted to write

1 insurance in California and have ratings of or equivalent to A:V by A.M. Best
2 Company or from authorized non-admitted insurance companies subject to
3 Section 1763 of the California Insurance Code and that have ratings of or
4 equivalent to A:VIII by A.M. Best Company, the following insurance:

5 (a) Commercial general liability insurance (equivalent in scope to
6 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
7 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
8 coverage shall include but not be limited to broad form contractual liability,
9 cross liability, independent contractors liability, and products and
10 completed operations liability. City, its boards and commissions, and their
11 officials, employees and agents shall be named as additional insureds by
12 endorsement (on City's endorsement form or on an endorsement
13 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or
14 both CG 20 10 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and
15 CG 20 37 07 04), and this insurance shall contain no special limitations on
16 the scope of protection given to City, its boards and commissions, and
17 their officials, employees and agents. This policy shall be endorsed to
18 state that the insurer waives its right of subrogation against City, its boards
19 and commissions, and their officials, employees and agents.

20 (b) Workers' Compensation insurance as required by the California
21 Labor Code and employer's liability insurance in an amount not less than
22 \$1,000,000. This policy shall be endorsed to state that the insurer waives
23 its right of subrogation against City, its boards and commissions, and their
24 officials, employees and agents.

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

27 (d) Commercial automobile liability insurance (equivalent in scope
28 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an

1 amount not less than \$500,000 combined single limit per accident.

2 B. Any self-insurance program, self-insured retention, or
3 deductible must be separately approved in writing by City's Risk Manager or
4 designee and shall protect City, its officials, employees and agents in the same
5 manner and to the same extent as they would have been protected had the policy
6 or policies not contained retention or deductible provisions.

7 C. Each insurance policy shall be endorsed to state that
8 coverage shall not be reduced, non-renewed or canceled except after thirty (30)
9 days prior written notice to City, shall be primary and not contributing to any other
10 insurance or self-insurance maintained by City, and shall be endorsed to state that
11 coverage maintained by City shall be excess to and shall not contribute to
12 insurance or self-insurance maintained by Consultant. Consultant shall notify City
13 in writing within five (5) days after any insurance has been voided by the insurer or
14 cancelled by the insured.

15 D. If this coverage is written on a "claims made" basis, it must
16 provide for an extended reporting period of not less than one hundred eighty (180)
17 days, commencing on the date this Agreement expires or is terminated, unless
18 Consultant guarantees that Consultant will provide to City evidence of
19 uninterrupted, continuing coverage for a period of not less than three (3) years,
20 commencing on the date this Agreement expires or is terminated.

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

25 F. Prior to the start of performance, Consultant shall deliver to
26 City certificates of insurance and the endorsements for approval as to sufficiency
27 and form. In addition, Consultant shall, within thirty (30) days prior to expiration of
28 the insurance, furnish to City certificates of insurance and endorsements

1 evidencing renewal of the insurance. City reserves the right to require complete
2 certified copies of all policies of Consultant and Consultant's subconsultants and
3 contractors, at any time. Consultant shall make available to City's Risk Manager
4 or designee all books, records and other information relating to this insurance,
5 during normal business hours.

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

12 H. The procuring or existence of insurance shall not be
13 construed or deemed as a limitation on liability relating to Consultant's
14 performance or as full performance of or compliance with the indemnification
15 provisions of this Agreement.

16 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
17 contemplates the personal services of Consultant and Consultant's employees, and the
18 parties acknowledge that a substantial inducement to City for entering this Agreement
19 was and is the professional reputation and competence of Consultant and Consultant's
20 employees. Consultant shall not assign its rights or delegate its duties under this
21 Agreement, or any interest in this Agreement, or any portion of it, without the prior
22 approval of City, except that Consultant may with the prior approval of the City Manager
23 of City, assign any moneys due or to become due Consultant under this Agreement. Any
24 attempted assignment or delegation shall be void, and any assignee or delegate shall
25 acquire no right or interest by reason of an attempted assignment or delegation.
26 Furthermore, Consultant shall not subcontract any portion of its performance without the
27 prior approval of the City Manager or designee, or substitute an approved subconsultant
28 or contractor without approval prior to the substitution. Nothing stated in this Section

1 shall prevent Consultant from employing as many employees as Consultant deems
2 necessary for performance of this Agreement.

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

9 8. MATERIALS. Consultant shall furnish all labor and supervision,
10 supplies, materials, tools, machinery, equipment, appliances, transportation and services
11 necessary to or used in the performance of Consultant's obligations under this
12 Agreement, except as stated in Exhibit "D".

13 9. OWNERSHIP OF DATA. All materials, information and data
14 prepared, developed or assembled by Consultant or furnished to Consultant in
15 connection with this Agreement, including but not limited to documents, estimates,
16 calculations, studies, maps, graphs, charts, computer disks, computer source
17 documentation, samples, models, reports, summaries, drawings, designs, notes, plans,
18 information, material and memorandum ("Data") shall be the exclusive property of City.
19 Data shall be given to City, and City shall have the unrestricted right to use and disclose
20 the Data in any manner and for any purpose without payment of further compensation to
21 Consultant. Copies of Data may be retained by Consultant but Consultant warrants that
22 Data shall not be made available to any person or entity for use without the prior approval
23 of City. This warranty shall survive termination of this Agreement for five (5) years.

24 10. TERMINATION. Either party shall have the right to terminate this
25 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
26 prior written notice to the other party. In the event of termination under this Section, City
27 shall pay Consultant for services satisfactorily performed and costs incurred up to the
28 effective date of termination for which Consultant has not been previously paid. The

1 procedures for payment in Section 1.B. with regard to invoices shall apply. On the
2 effective date of termination, Consultant shall deliver to City all Data developed or
3 accumulated in the performance of this Agreement, whether in draft or final form, or in
4 process. And, Consultant acknowledges and agrees that City's obligation to make final
5 payment is conditioned on Consultant's delivery of the Data to City.

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

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

21 13. ADDITIONAL COSTS AND REDESIGN.

22 A. Any costs incurred by City due to Consultant's failure to meet
23 the standards required by the scope of work or Consultant's failure to perform fully
24 the tasks described in the scope of work which, in either case, causes City to
25 request that Consultant perform again all or part of the Scope of Work shall be at
26 the sole cost of Consultant and City shall not pay any additional compensation to
27 Consultant for its re-performance.

28 B. If the Project involves construction and the scope of work

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

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

12 15. LAW. This Agreement shall be construed in accordance with the
13 laws of the State of California, and the venue for any legal actions brought by any party
14 with respect to this Agreement shall be the County of Los Angeles, State of California for
15 state actions and the Central District of California for any federal actions. Consultant
16 shall cause all work performed in connection with construction of the Project to be
17 performed in compliance with (1) all applicable laws, ordinances, rules and regulations of
18 federal, state, county or municipal governments or agencies (including, without limitation,
19 all applicable federal and state labor standards, including the prevailing wage provisions
20 of sections 1770 *et seq.* of the California Labor Code); and (2) all directions, rules and
21 regulations of any fire marshal, health officer, building inspector, or other officer of every
22 governmental agency now having or hereafter acquiring jurisdiction.

23 16. PREVAILING WAGES.

24 A. Consultant agrees that all public work (as defined in California
25 Labor Code section 1720) performed pursuant to this Agreement (the "Public
26 Work"), if any, shall comply with the requirements of California Labor Code
27 sections 1770 *et seq.* City makes no representation or statement that the Project,
28 or any portion thereof, is or is not a "public work" as defined in California Labor

1 Code section 1720.

2 B. In all bid specifications, contracts and subcontracts for any
3 such Public Work, Consultant shall obtain the general prevailing rate of per diem
4 wages and the general prevailing rate for holiday and overtime work in this locality
5 for each craft, classification or type of worker needed to perform the Public Work,
6 and shall include such rates in the bid specifications, contract or subcontract.
7 Such bid specifications, contract or subcontract must contain the following
8 provision: "It shall be mandatory for the contractor to pay not less than the said
9 prevailing rate of wages to all workers employed by the contractor in the execution
10 of this contract. The contractor expressly agrees to comply with the penalty
11 provisions of California Labor Code section 1775 and the payroll record keeping
12 requirements of California Labor Code section 1771."

13 17. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
14 constitutes the entire understanding between the parties and supersedes all other
15 agreements, oral or written, with respect to the subject matter in this Agreement.

16 18. INDEMNITY.

17 A. Consultant shall indemnify, protect and hold harmless City, its
18 Boards, Commissions, and their officials, employees and agents ("Indemnified
19 Parties"), from and against any and all liability, claims, demands, damage, loss,
20 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
21 costs and expenses, including attorneys' fees, court costs, expert and witness
22 fees, and other costs and fees of litigation, arising or alleged to have arisen, in
23 whole or in part, out of or in connection with (1) Consultant's breach or failure to
24 comply with any of its obligations contained in this Agreement, including any
25 obligations arising from the Project's compliance with or failure to comply with
26 applicable laws, including all applicable federal and state labor requirements
27 including, without limitation, the requirements of California Labor Code section
28 1770 *et seq.* or (2) negligent or willful acts, errors, omissions or misrepresentations

1 committed by Consultant, its officers, employees, agents, subcontractors, or
2 anyone under Consultant's control, in the performance of work or services under
3 this Agreement (collectively "Claims" or individually "Claim").

4 B. In addition to Consultant's duty to indemnify, Consultant shall
5 have a separate and wholly independent duty to defend Indemnified Parties at
6 Consultant's expense by legal counsel approved by City, from and against all
7 Claims, and shall continue this defense until the Claims are resolved, whether by
8 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
9 breach, or the like on the part of Consultant shall be required for the duty to defend
10 to arise. City shall notify Consultant of any Claim, shall tender the defense of the
11 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,
12 in the defense.

13 C. If a court of competent jurisdiction determines that a Claim
14 was caused by the sole negligence or willful misconduct of Indemnified Parties,
15 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the
16 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
17 percentage of willful misconduct attributed by the court to the Indemnified Parties.

18 D. The provisions of this Section shall survive the expiration or
19 termination of this Agreement.

20 19. AMBIGUITY. In the event of any conflict or ambiguity between this
21 Agreement and any Exhibit, the provisions of this Agreement shall govern.

22 20. NONDISCRIMINATION.

23 A. In connection with performance of this Agreement and subject
24 to applicable rules and regulations, Consultant shall not discriminate against any
25 employee or applicant for employment because of race, religion, national origin,
26 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
27 disability. Consultant shall ensure that applicants are employed, and that
28 employees are treated during their employment, without regard to these bases.

1 These actions shall include, but not be limited to, the following: employment,
2 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or
3 termination; rates of pay or other forms of compensation; and selection for training,
4 including apprenticeship.

5 B. It is the policy of City to encourage the participation of
6 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
7 procurement process, and Consultant agrees to use its best efforts to carry out
8 this policy in its use of subconsultants and contractors to the fullest extent
9 consistent with the efficient performance of this Agreement. Consultant may rely
10 on written representations by subconsultants and contractors regarding their
11 status. Consultant shall report to City in May and in December or, in the case of
12 short-term agreements, prior to invoicing for final payment, the names of all
13 subconsultants and contractors hired by Consultant for this Project and information
14 on whether or not they are a Disadvantaged, Minority or Women-Owned Business
15 Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec.
16 637).

17 21. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
18 accordance with the provisions of the Ordinance, this Agreement is subject to the
19 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
20 Long Beach Municipal Code, as amended from time to time.

21 A. During the performance of this Agreement, the Consultant
22 certifies and represents that the Consultant will comply with the EBO. The
23 Consultant agrees to post the following statement in conspicuous places at its
24 place of business available to employees and applicants for employment:

25 "During the performance of a contract with the City of Long Beach,
26 the Consultant will provide equal benefits to employees with spouses and its
27 employees with domestic partners. Additional information about the City of
28 Long Beach's Equal Benefits Ordinance may be obtained from the City of

1 Long Beach Business Services Division at 562-570-6200.”

2 B. The failure of the Consultant to comply with the EBO will be
3 deemed to be a material breach of the Agreement by the City.

4 C. If the Consultant fails to comply with the EBO, the City may
5 cancel, terminate or suspend the Agreement, in whole or in part, and monies due
6 or to become due under the Agreement may be retained by the City. The City
7 may also pursue any and all other remedies at law or in equity for any breach.

8 D. Failure to comply with the EBO may be used as evidence
9 against the Consultant in actions taken pursuant to the provisions of Long Beach
10 Municipal Code 2.93 et seq., Contractor Responsibility.

11 E. If the City determines that the Consultant has set up or used
12 its contracting entity for the purpose of evading the intent of the EBO, the City may
13 terminate the Agreement on behalf of the City. Violation of this provision may be
14 used as evidence against the Consultant in actions taken pursuant to the
15 provisions of Long Beach Municipal Code Section 2.93 et seq., Contractor
16 Responsibility.

17 22. NOTICES. Any notice or approval required by this Agreement shall
18 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
19 postage prepaid, addressed to Consultant at the address first stated above, and to City at
20 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a
21 copy to the City Engineer at the same address. Notice of change of address shall be
22 given in the same manner as stated for other notices. Notice shall be deemed given on
23 the date deposited in the mail or on the date personal delivery is made, whichever occurs
24 first.

25 23. COPYRIGHTS AND PATENT RIGHTS.

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

28 B. City reserves the exclusive right to seek and obtain a patent

1 or copyright registration on any Data or other result arising from Consultant's
2 performance of this Agreement. By executing this Agreement, Consultant assigns
3 any ownership interest Consultant may have in the Data to City.

4 C. Consultant warrants that the Data does not violate or infringe
5 any patent, copyright, trade secret or other proprietary right of any other party.
6 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials
7 and employees harmless from any and all claims, demands, damages, loss,
8 liability, causes of action, costs or expenses (including reasonable attorney's fees)
9 whether or not reduced to judgment, arising from any breach or alleged breach of
10 this warranty.

11 24. COVENANT AGAINST CONTINGENT FEES. Consultant warrants
12 that Consultant has not employed or retained any entity or person to solicit or obtain this
13 Agreement and that Consultant has not paid or agreed to pay any entity or person any
14 fee, commission or other monies based on or from the award of this Agreement. If
15 Consultant breaches this warranty, City shall have the right to terminate this Agreement
16 immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct
17 from payments due under this Agreement or otherwise recover the full amount of the fee,
18 commission or other monies.

19 25. WAIVER. The acceptance of any services or the payment of any
20 money by City shall not operate as a waiver of any provision of this Agreement or of any
21 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
22 Agreement shall not constitute a waiver of any other or subsequent breach of this
23 Agreement.

24 26. CONTINUATION. Termination or expiration of this Agreement shall
25 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
26 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

27 27. TAX REPORTING. As required by federal and state law, City is
28 obligated to and will report the payment of compensation to Consultant on Form 1099-

1 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
2 resulting from payments under this Agreement. Consultant shall submit Consultant's
3 Employer Identification Number (EIN), or Consultant's Social Security Number if
4 Consultant does not have an EIN, in writing to City's Accounts Payable, Department of
5 Financial Management. Consultant acknowledges and agrees that City has no obligation
6 to pay Consultant until Consultant provides one of these numbers.

7 28. ADVERTISING. Consultant shall not use the name of City, its
8 officials or employees in any advertising or solicitation for business or as a reference,
9 without the prior approval of the City Manager or designee.

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

14 30. THIRD PARTY BENEFICIARY. This Agreement is not intended or
15 designed to or entered for the purpose of creating any benefit or right for any person or
16 entity of any kind that is not a party to this Agreement.

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

MELENDREZ ASSOCIATES, a California corporation

_____, 2014

By Melani V. Smith
Name Melani V. Smith
Title President

_____, 2014

By Scott D. Bates
Name SCOTT D. BATES
Title PRINCIPAL

"Consultant"

CITY OF LONG BEACH, a municipal corporation
Assistant City Manager

G. Z. U., 2014

By [Signature]
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City"

This Agreement is approved as to form on 6/10, 2014.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

EXHIBIT “A”

Scope of Work or Services

WEST LONG BEACH LIVABILITY IMPLEMENTATION PLAN

Scope of Work – March 31, 2014

TASK 1: EXPLORE EXISTING CONDITIONS

Task 1.1: Team Introduction and Goal Setting

The Kick Off Meeting for this project is an opportunity to introduce the consulting and City teams, clarify expectations and start the process of setting project goals. Melendrez, Parsons Brinckerhoff, Carina Cristiano and Heather Morris will attend the project Kick Off Meeting.

Melendrez will lead the team in first identifying the goals and objectives of the study in context of the City's adopted policies, from the collection of plans of the area and discussions with the City's team. These initial goals will set the framework for the objectives and criteria that will be identified through the process. Through the process, the desired outcomes of the projects will be categorized in to three sustainability categories, including economy, environment and equity. Ultimately, under each of these categories, projects will be measured on the basis of how well they meet the project objectives. The initial goal setting in this task sets the framework for how the project will methodically collect information and set a transparent process for project prioritization.

In addition to identifying goals, it is also critical to identify criteria for weighing projects based on desired outcomes – e.g. cleaner air, less traffic congestion, improved bicycle and pedestrian access, economic vitality, etc.

Melendrez is also skilled in developing, and we feel it is important to develop, in consultation with our outreach professionals, a project brand and a consistent graphic look for project materials, which will work in multiple languages and in multiple dimensions, including print and on-line.

DELIVERABLES:

- Project Graphic Identity
- Kick Off Meeting Agenda
- Meeting Minutes
- Preliminary Project Goals, Objectives and Criteria

Task 1.2 – IDENTIFY EXISTING CONDITIONS

Identifying existing conditions turned out to be an important first step in our Livability Plan process, and our approach to it may have been a contributing reason that the broad range of City staff and agency stakeholders engaged early in our process, stayed committed, and have ensured that many projects that we identified have been implemented or are still in the City's CIP.

As a first step in the process, we identified all of the neighborhood assets in the corridor neighborhoods, including schools and other institutions, and neighborhood centers, then mapped the planned park projects, proposed RiverLink, streetscape projects, Safe Routes to Schools projects, bike improvements, and the like. City staff commented that just having this compiled mapping was a huge asset for them, and I think it gave participants a sense of pride in their accomplishments and vision, and a reason to stay at the table and ensure that their dreams for the future were documented as well, and included in the Plan's implementation section.

This implementation plan will include a base map that shows the location of all applicable projects by relevant GHG Preferential zone, established by the Port.

Our team will complete a field survey to verify conditions on the ground, and conduct a project area tour. Ideally the tour will include City staff, as our Livability Plan tour did. We typically think it is important to assess conditions on the ground while gaining the input of City staff at the same time. We will also conduct a review of all of the relevant plans and policies identified in the City's Request for Proposals for this project (see Task 1.3), and matrix the implementation projects identified in those documents. Projects in the matrix will be correlated with Port GHG Zones, and their status identified as well.

Also, in this early stage Carina Cristiano and Heather Morris will lead the process to identify private, public, community, and institutional stakeholders who will be the subject of our first outreach efforts in Task 2.1. Where relevant, stakeholders will be identified geographically. This process will also include identifying adjacent and regional industrial and Port-related organizations and users, which will be critical for completing Task 2.2. This will be Heather Morris's focus. Parsons Brinckerhoff also has extensive experience working with many port users, including terminal operators, the trucking industry, railroad operators, and warehouse owners/operators. Our team will identify stakeholders both private and public by generating contact lists, and attending local organizational, LBUSD school-related, and neighborhood meetings within the first two months. We will develop communication online and ensure access to offline materials to reach targeted populations.

DELIVERABLES:

- Field Survey and Notes
- Site Tour Route Map and Coordination
- Existing Conditions Report Including Maps, List of Projects, Project Status, and Photographs
- List of Stakeholders and Partners

Task 1.3 – ASSESS EXISTING POLICY

Melendrez will review relevant City documents, plans, policies, or studies that influence the Plan within the project area. This process will be facilitated by the familiarity we gained with some of this material

in developing the Livability Plan, and in the prior experience of our Parsons Brinckerhoff team and Heather Morris in working at the Port and in the logistics and transportation fields.

Working with the City team, and aided by input from the Community Outreach tasks 2.1 and 2.2, our team will identify barriers to achieving project objectives in the existing plans. We will then develop potential strategies to overcome those barriers.

One barrier facing West Long Beach is the challenge of convincing the private sector that it is a sound place to invest, build and generate employment opportunities for the residents. The Parsons Brinckerhoff team has long standing relationships with developers who have worked in areas with similar demographic and challenges as West Long Beach. As we have seen from our experiences throughout the country, a combination of environmental and economic improvements plays a major role in improving public health and livability.

DELIVERABLES:

- Policy Analysis Report (Included in the Existing Conditions Report)
- Project Implementation Barriers and Strategies

Task 1.4 – REVIEW BEST PRACTICES

In this Task we will identify and document relevant case studies of strategies other communities and organizations have used to fund and implement community livability improvement programs.

We will research and document key precedents, including interviewing City staff and officials from jurisdictions with successful programs. If we uncover cases that are relevant and geographically accessible, we will organize up to three site visits to other cities to interview applicable departments.

Not only will our case studies focus on solutions that have been implemented, but they will also identify and document precedents of how other communities and organizations have funded and implemented similar programs.

Specifically, PB's Mark Briggs will identify precedents for funding and implementation from projects across the county. He has structured public-private partnerships in 21 states totaling more than 200 projects. He conducts a sources and uses analysis for each project, which identifies each public and private element and identifies the appropriate funding, matching funding sources to eligible public and private activities. He has worked on projects that have utilized New Market Tax Credits and Historic Tax Credits as part of the capital stack. Over his 40 years of experience, he has secured in excess of \$2 billion for projects across the country, securing funds from HUD, EDA, EPA and approaches available in the state including Certificates of Participation, Community Facility Districts and various forms of tax sharing. As an example, he has secured over \$125 million for the City of Los Angeles working under contract to the Community Redevelopment Agency, the Mayor's Office of Economic Development and the Community Development Department.

Mark has also implemented funding structures through Joint Powers Authorities where a series of jurisdictions voluntarily agree to share revenues for specific projects or programs. It is a tool that he brings to the discussion in West Long Beach. Further, he has worked under contract to or represented the private sector on projects in 75 Southern California cities, where he was structuring public-private partnerships. He will identify those which can be informative to the projects and programs desirable to implement in West Long Beach.

DELIVERABLES:

- Identification of Case Study Cities
- City Contacts and Interview Notes
- Three City Site Visits
- Best Practices Fact Sheets
- Funding Mechanisms, Strategies and Sources

TASK 2 - COMMUNITY OUTREACH

Task 2.1 – CONDUCT STAKEHOLDER OUTREACH

Building from the success of the Long Beach Violence Prevention Plan of Long Beach, our community outreach team advises not to start with large cross-cultural community meetings. Instead we recommend starting by meeting with each co-community, in small groups. In the individual meetings with co-communities, we will ask if they would participate in the proposed larger community workshops later in the process. We will give each group the task of contributing to the larger meeting. To fuel these initial conversations, we will Present Task 1 Findings. The initial "Meet and Greet" sessions will be professionally led and simultaneously translated in the languages of the community when necessary. Every effort will be made to "connect the dots" between needs and opportunities in the community outreach implementation Plan.

Parents in the west side are vital stakeholders in our outreach efforts. We will activate our relationship with Long Beach Unified School District (LBUSD) to complete this outreach task. LBUSD serves a very diverse population consisting of one of the highest homeless student populations in our city's school district. The population demographics include Filipino, Samoan, Pacific Islanders, Latino (predominately Spanish speaking families), African Americans, and Caucasian. For the homeless family population, our effort for a more all-inclusive approach to obtain homeless families' input will be geared more holistically by in person methods and being mindful to draw on LBUSD's knowledge.

Bilingual team members will lead the on-the-street outreach efforts in neighborhoods and business districts, in order to get people to community workshops when we get to that later stage.

We will update and refine the Plan project list based on stakeholder input. We will also continue asking stakeholders, "Who else needs to be included? What other local meetings does our team need to attend in order to ensure an effective and inclusive community outreach for the west Long Beach area?" It is

essential to draw from stakeholders' experience and knowledge of the area when formalizing our findings and conducting our outreach.

Through stakeholder interviews the community outreach team will identify assets, resources, skills and leadership abilities of residents, businesses and organizations. Specifically, we will determine based on stakeholder input what assets are available in terms of health/fitness, education/training, workforce/job readiness centers, small business (restaurants, cafes, coffee houses and markets), entrepreneur opportunities, faith-based community/organizations, reuse/recycle centers, shelters, and parks/libraries, and other city related offerings to better prioritize applicable projects, project boundaries, funding sources, and mechanisms for priority/phasing list, and implementation strategies.

Based on our "Meet and Greet" findings, our community outreach team will update and refine the project list based on stakeholder input. Every effort will be made to "connect the dots" between needs and opportunities in the community outreach implementation Plan.

DELIVERABLES:

- Community Outreach Contacts Containing Residents, Property Owners and Organizations
- Key Summary Findings
- Updated Project List
- Meeting Minutes

Task 2.2 – INDUSTRIAL & PORT-RELATED USER OUTREACH

Heather Morris of our community outreach team, with the assistance of Parsons Brinckerhoff staff, will reach out to adjacent and regional industrial and Port-related organizations and users to develop understanding of future capital improvement projects.

We will conduct "Meet and Greet" occasions to introduce the project Plan to key local port-related organizations to introduce the goals of the Plan, learn about possible future capital improvement projects that may be relevant, and develop purposeful relationships with potential partners. Our team will organize focus groups with industrial and Port-related users, involving fewer people who may share unique or specific issues in order to raise their awareness and create opportunities for concentrated discussion of the Plan pertaining to their involvement. In addition to seeking industry input, other goals of this exercise include providing them with information about their neighbor's concerns and seeking to gain their support for the Plan.

Based on our "Meet and Greet" findings, our expert community outreach team will update and refine project list based on stakeholder input.

DELIVERABLES:

- Community Outreach Contacts Containing Residents, Property Owners and Organizations
- Key Summary Findings
- Updated Project List

- Meeting Minutes

Task 2.3 – ONLINE PARTICIPATION & OUTREACH MATERIALS

Our team will develop appropriate outreach materials and public notifications in both electronic and print media with language translations, likely including English, Spanish, Tagalog, and Khmer, per the City's Language Access Policy approved by the City Council on August 13, 2013. We assume that the City's Neighborhood Services Department can assist the team in translation of project materials, and in simultaneous translation at public meetings.

LBUSD has an effective west Long Beach outreach for parents through a variety of resources such as School Loop and Parent University. It's Important to note that considering technology access is essential on the west side for our outreach efforts to be authentic and inclusive. Within the parent population, especially the Filipino populations, numerous families in the west side are connected to each other and to LBUSD via online communication and social media. We will build from these LBUSD district communication platforms.

As a community outreach team, we will identify local centers with computer access to utilize in our online community outreach platform. Residents in the area with access to the internet also utilize Facebook as a form of communication. We will provide materials in multiple languages as well as create a social media page for community outreach participation on Face book in both Spanish and English. Invitations to community events and/or focus groups will also be included on the Face book profile platform.

A quarterly e-newsletter will provide updates on project outreach efforts, stakeholder/partner input, and the West Long Beach Livability Implementation Plan updates. Developed stories and content fact sheets will be available online for local media and community.

As our online community base grows, the communication team will build and update the email data base. As a result this will increase civic engagement, achieve authentic stakeholder input, create visibility and improve community awareness of the implementation Plan through online and offline connections and access.

As an optional task, we have the capability to implement an interactive, community serving, website that will communicate, document and respond to community participation, questions, document and respond to community participation, questions, suggestions and input in an on-going and receptive way.

DELIVERABLE:

- Community Outreach Plan with Outreach Materials

TASK 3 - PLAN PREPARATION

Task 3.1 – DEVELOP WEST LONG BEACH LIVABILITY IMPLEMENTATION PLAN CONCEPT

Based on Existing Conditions (Task 1.0) and Community Outreach (Task 2.0), the team will evaluate the identified projects within the agreed project boundary, and identify funding sources and mechanisms. We will then create a priority/phasing list, and implementation strategies. Tony Mendoza, from Parsons Brinckerhoff, has successfully used a technique known as Multiple Account Evaluation (MAE) to help communities select and diverse projects to develop a consensus for a common vision, and we will use this approach to evaluate and rank the projects and programs to be included in this Plan. Working with technical staff and the outreach team, the MAE provides a transparent tool for prioritizing a multitude of diverse projects.

MAE is a multi-criteria decision matrix tool designed to:

Provide a balanced view to decision makers--understanding the inevitable trade-offs which are required in any decision

Compare options within a project

Draw comparisons with other projects

Facilitate comparison with other program needs (such as health, education and social services)

Multiple Account Evaluation was developed by the British Columbia government in 1993 and now in widespread use. MAE categorizes measurable criteria into separate "accounts" such as an environmental account, equity (social) account and economic account. This process allows projects' quantitative and qualitative benefits to be measured, vetted with the community and decision makers, and ultimately prioritized based on their separate or cumulative value.

Parsons Brinckerhoff will also assist in identifying funding sources and mechanisms, creating a priority/phasing list, and identifying implementation strategies.

To develop the list of prioritized projects, all projects collected and identified will be assessed for their individual economic, environmental and social benefit. Measurements to the benefits will be iterative with the community and through review of the documentation. For example, the General Plan Mobility Element identified bicycle and pedestrian access as priorities throughout the City, including connectivity between West Long Beach and Downtown, as well as connectivity to San Pedro. A Class II bikeway on or adjacent to Anaheim Street or Pier B Street would be included in the Active Transportation category and scored 1-5, with 5 being the best.

Our team and City staff will review our initial findings and determine the reasonableness of a scoring chart, such as the one below, and determine the weighted score. The projects with the highest score would be those that show the most promise in improving livability.

Three sets of projects will be combined for vetting with the community on a preferred strategy of moving forward. There are several additional criteria that will become evident as project benefits are collected and assessed through the evaluation process. These could include: implementability, combined total benefits, and/or others.

As an optional, additional task, we may suggest using a cost-benefit analysis tool such as the Prism model to analyze a specific project being considered. For example, the Terminal Island Freeway deintensification could lend itself to analysis with this tool. Prism can assign a project a cost, based on the actual assumed cost of the project, and also turn it into a dollar benefit, based on the assumed benefits of the project, and then can compare cost/benefit of the project in a scientific, non-objective way. This can provide stakeholders with much more information than they typically have, as they prioritize projects and strategies for implementation.

The graphics above depict a Typical Project Evaluation Process and Evaluation and Scoring Matrix.

DELIVERABLES:

- Evaluation of the identified projects within the agreed project boundary.
- Project Evaluation and Scoring Matrix.
- Identification of funding sources and mechanisms.
- Priority/phasing list, and implementation strategies.

Task 3.2 – COMMUNITY WORKSHOP – PRESENT DRAFT CONCEPTS

Carina Cristiano will organize a broadly advertised Community Workshop in which the team presents the results of our initial outreach, as well as the deliverables from Task 3.1, for community input and guidance. Discussions will be held in an interactive World Café format to obtain feedback and observations from stakeholders for incorporation into the next task, and to prioritize needs for improvement within geographic neighborhood areas. This will give stakeholders time to work in clusters to maximize their opportunity for meaningful feedback and observations.

Feedback and observations from stakeholders will fuel the next task, and help the City and the team to prioritize needs for improvement within each geographic neighborhood area. Recurring themes and comments will be highlighted in our presentation and we will utilize a multi-media presentation format to present findings, as needed: power point, video, photos, maps, and group participation.

Parsons Brinckerhoff will also attend the workshop, particularly to represent our prioritization process, Multiple Account Evaluation analysis cost/benefit analysis etc, and to document community feedback on this aspect. Parsons Brinckerhoff will help facilitate a community process to discuss the collected projects benefits and the potential packaging of projects to advance.

DELIVERABLES:

- Community Workshop Flyers
- Agenda
- Timeline
- Presentation/Graphic Materials
- Comment Cards, Summary and Meeting Minutes

Task 3.3 – REFINE CONCEPT AND RECOMMENDATIONS/PREPARE DRAFT PLAN REPORT

Based on the input we receive in Task 3.2, Melendrez will take the lead, supported by Parsons Brinckerhoff, in adjusting the Plan concepts and preparing a Draft Plan report. By this stage Plan recommendations will also include strategies and necessary amendments to City ordinances which may also be required for effective implementation of the Plan.

DELIVERABLES:

- Draft Plan Report and Recommendations

Task 3.4 – COMMUNITY WORKSHOP – PRESENT FINAL CONCEPT, RECOMMENDATIONS

Carina Cristiano will organize a broadly advertised Community Workshop in which the team presents Plan Concepts, findings, and supporting information, for community input and guidance. This workshop will be essential in the context of conducting authentic community outreach. It is important to honor our stakeholders and partners by sharing the results and findings of their input in the same comprehensive manner we collected it. The final workshop information will also be accessible online and on Facebook.

DELIVERABLES:

- Community Workshop Flyers
- Agenda
- Timeline
- Presentation/Graphic Materials
- Comment Cards, Summary and Meeting Minutes

Task 3.5 – PREPARE FINAL PLAN

Melendrez, supported by Parsons Brinckerhoff, will incorporate feedback into the Plan once all information is gathered and community has participated in final public workshop to review it. We will produce a Final Report comprised of the mapped, agreed project list within the agreed project area boundary, together with funding sources and mechanisms, and project implementation strategies.

DELIVERABLES: Final Draft of the Plan Report and Recommendations

TASK 4 - PLAN ADOPTION

Task 4.1 – PUBLIC WORKSHOP TO REVIEW THE PLAN

Conduct a final workshop on the final draft Plan, if needed as part of the process. Alternatively, it may be decided that this step is not necessary, should consensus have been reached about the Plan in task 3.4. This budget may be allocated elsewhere in the project. Should a final workshop be conducted, then Melendrez will incorporate the feedback received into a revised Plan.

DELIVERABLES:

- Community Workshop Flyers
- Agenda
- Timeline
- Presentation/Graphic Materials
- Comment Cards, Summary and Meeting Minutes
- OR, follow up stakeholder meetings, meeting notes

Task 4.2 – PLANNING COMMISSION STUDY SESSION AND RECOMMENDATIONS

The consultant Team will develop an electronic presentation of the final Plan, as well as a summary of the project process, and present it at a Planning Commission Study Session for feedback.

DELIVERABLES:

- Presentation at a Study Session
- Electronic Presentation of Plan, and Summary of Commission Comments

Task 4.3 - BOARD OF HARBOR COMMISSION STUDY SESSIONS

The consultant Team will develop an electronic presentation of the final Plan, as well as a summary of the project process, and present it at a Board of Harbor Commission Study Session for feedback.

DELIVERABLES:

- Presentation at a Study Session
- Electronic presentation of Plan, and summary of Commission Comments

Task 4.3 – CITY COUNCIL ADOPTION OF THE FINAL PLAN

The consultant Team will develop an electronic presentation of the final West Long Beach Livability Implementation Plan, as well as a summary of the project process, and present it to the City Council for adoption.

DELIVERABLES:

- Presentation at a City Council Meeting
- Electronic presentation of Plan, and summary of Council comments.
- Final revisions to the Plan incorporating Commission and/or Council requested changes.

EXHIBIT “B”

Rates or Charges

Fill in the brown highlighted cells

WEST LONG BEACH LIVABILITY IMPLEMENTATION PLAN Firm Name	Melani Smith		Amber Hawkes		Planney/Designer		Totals	
	Rate: \$185.00		Rate: \$130.00		Rate: \$95.00		Hours	Cost
	Hours	Cost	Hours	Cost	Hours	Cost		
Task 1: Explore Existing Conditions (3 MONTHS)								
1.1 Team Introduction & Goal Setting	2	\$740	4	\$520	8	\$760	16	\$2,020
1.2 Identify Existing Conditions	16	\$2,960	16	\$2,080	40	\$3,800	72	\$8,840
1.3 Assess Existing Policy	16	\$2,960	8	\$1,040	10	\$950	34	\$4,950
1.4 Review Best Practices	30	\$5,550	16	\$2,080	40	\$3,800	86	\$12,430
Task 1 Totals	66	\$12,210	44	\$5,720	98	\$9,310	208	\$27,240
Task 2: Community Outreach (LIFE OF PROJECT)								
2.1 Conduct Stakeholder Outreach	20	\$3,700	4	\$520	30	\$2,850	54	\$7,070
2.2 Industrial & Perm-Related User Outreach	20	\$3,700	4	\$520	30	\$2,850	54	\$7,070
2.3 Online Participation & Outreach Materials	4	\$740	10	\$1,300	40	\$3,800	54	\$5,840
Task 2 Totals	44	\$8,140	18	\$2,340	100	\$9,500	162	\$19,980
Task 3: Plan Preparation (6 MONTHS)								
3.1 Develop West Long Beach Livability Implementation Plan Concept	20	\$3,550	4	\$520	40	\$3,800	64	\$8,870
3.2 Community Workshop - Present Draft Concepts	20	\$3,700	20	\$2,600	30	\$2,850	70	\$9,150
3.3 Refine Concept & Recommendations	50	\$9,250	30	\$3,900	60	\$5,700	140	\$18,850
3.4 Community Workshop - Present Final Concept & Recommendations	20	\$3,700	20	\$2,600	30	\$2,850	70	\$9,150
3.5 Prepare Draft Plan	40	\$7,400	40	\$5,200	120	\$11,400	200	\$24,000
Task 3 Totals	160	\$29,600	110	\$14,800	240	\$22,800	510	\$66,700
Task 4: Plan Adoption (1-2 MONTHS)								
4.1 Public Workshop to Review the Plan	20	\$3,700	20	\$2,600	20	\$1,900	60	\$8,200
4.2 Planning Commission Study Session and Recommendations	8	\$1,480			8	\$760	16	\$2,240
4.3 Board of Harbor Commission Study Sessions	8	\$1,480			8	\$760	16	\$2,240
4.4 City Council Adoption of the Final Plan	8	\$1,480			8	\$760	16	\$2,240
Task 4 Totals	44	\$8,140	20	\$2,600	44	\$4,180	108	\$14,920
Subtotal	314	\$58,090	192	\$24,960	482	\$45,790		\$128,840
Reimbursable Expenses (incl. printing, travel, etc. Client to print any matters design team creates)								\$12,000
Grand Total								\$140,840

Project Totals

1 Melendrez	\$128,840
2 Parsons Brinckerhoff	\$94,338
3 Outreach Team	\$54,125
4 SUBTOTAL	\$277,303

5 Reimbursable Expenses	\$22,000
6 Grand Total	\$299,303

Optional Tasks

7 Optional Project Webpage (Hosted by City)	\$10,000
8 Prism Model for Economic Benefits	\$50,000

Optional Tasks Fees are estimates. If a Task is desired, our team will discuss with the City what is to be included and excluded so that we can refine the fee based on client needs.

LONG BEACH Westside Livability Parsons Brinckerhoff, Inc.		Tony Mendoza - Lead Planner		Mark Briggs - Public Finance and Investment		Jolene Hayes - Freight and Logistics		Sherry Gaur - Transportation Economist		Darrel Cole - Communications and Public Involvement		Heather Romani - Transportation Economist		Project Admin		Totals	
		Rate: \$219.00		Rate: \$349.00		Rate: \$177.00		Rate: \$101.00		Rate: \$241.00		Rate: \$96.00		Rate: \$121.00			
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Task 1: Explore Existing Conditions (3 MONTHS)																	
1.1	Team Introduction & Goal Setting	24	\$5,256	2	\$698	8	\$1,416	4	\$404		\$0		\$0	2	\$242	40	\$8,016
1.2	Identify Existing Conditions	8	\$1,752	4	\$1,396	18	\$3,186	8	\$808		\$0		\$0	2	\$242	40	\$7,384
1.3	Assess existing policy	4	\$876	6	\$2,094	4	\$708	15	\$1,515		\$0		\$0		\$0	29	\$5,193
1.4	Review Best Practices	8	\$1,752	12	\$4,188	8	\$1,416	40	\$4,040		\$0		\$0		\$0	68	\$11,396
Task 1 Totals		44	\$9,636	24	\$8,376	38	\$6,726	67	\$6,767	0	\$0	0	\$0	4	\$484	177	\$31,969
Task 2: Community Outreach (LIFE OF PROJECT)																	
2.2	Industrial and Port Related User Outreach		\$0		\$0	24	\$4,248	0	\$0		\$0	0	\$0	2	\$242	26	\$4,490
			\$0		\$0		\$0	0	\$0		\$0	0	\$0		\$0	0	\$0
			\$0		\$0		\$0	8	\$808		\$0		\$0		\$0	8	\$808
Task 2 Totals		0	\$0	0	\$0	24	\$4,248	8	\$808	0	\$0	0	\$0	2	\$242	34	\$5,298
Task 3: Plan Preparation (10 MONTHS)																	
3.1	Develop Plan Concept	24	\$5,256	8	\$2,792	26	\$4,602	38	\$3,838		\$0	60	\$5,760	2	\$242	158	\$22,490
3.2	Community Workshop - Present Draft Concepts	4	\$876	4	\$1,396	4	\$708	15	\$1,515	22	\$5,302		\$0	2	\$242	51	\$10,039
3.3	Refine Concept and Recommendations	4	\$876	4	\$1,396	4	\$708	15	\$1,515		\$0		\$0	2	\$242	29	\$4,737
3.4	Community Workshop - Present Final Concept and Recommendation	4	\$876	4	\$1,396	4	\$708	15	\$1,515		\$0		\$0	2	\$242	29	\$4,737
3.5	Prepare Draft Plan	8	\$1,752	8	\$2,792	8	\$1,416	24	\$2,424		\$0		\$0	2	\$242	50	\$8,626
Task 3 Totals		44	\$9,636	28	\$9,772	46	\$8,142	107	\$10,807	22	\$5,302	60	\$5,760	10	\$1,210	317	\$50,629
Task 4 (1 - 2 MONTHS)																	
4.1	Plan Adoption	8	\$1,752	4	\$1,396	8	\$1,416	16	\$1,616	0	\$0	0	\$0	2	\$242	38	\$6,422
Task 4 Totals		8	\$1,752	4	\$1,396	8	\$1,416	16	\$1,616	0	\$0	0	\$0	2	\$242	38	\$6,422
Subtotal		96	\$21,024	56	\$19,544	116	\$20,532	198	\$19,998	22	\$5,302	60	\$5,760	18	\$2,178	566.00	\$94,338
<i>Reimbursable Expenses (incl. printing, travel, etc. Client to print any mailers design team creates)</i>																\$4,000	
Grand Total																\$98,338	

WEST LONG BEACH LIVABILITY IMPLEMENTATION PLAN Community Engagement Team	Carina Cristiano, Community Outreach Project Director		Micaela Salentino, Outreach Specialist/Translator		Heather Morris, Community Outreach Specialist		Name, Role, Title		Totals	
	Rate: \$100.00		Rate: \$25.00		Rate: \$250.00		Rate: \$0.00		Hours	Cost
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		
Task 1: Explore Existing Conditions										
1.1 Team Introduction & Goal Setting	4	\$400	4	\$100	8	\$2,000		\$0	16	\$2,500
1.2 Identify Existing Conditions	2	\$200	4	\$100		\$0		\$0	6	\$300
1.3 Assess Existing Policy	2	\$200	2	\$50		\$0		\$0	4	\$250
1.4 Review Best Practices		\$0		\$0		\$0		\$0	0	\$0
Task 1 Totals	8	\$800	10	\$250	8	\$2,000	0	\$0	26	\$3,050
Task 2: Community Outreach										
2.1 Conduct Stakeholder Outreach	100	\$10,000	115	\$2,875	0	\$0		\$0	215	\$12,875
2.2 Industrial & Port-Related User Outreach	0	\$0	0	\$0	40	\$10,000		\$0	40	\$10,000
2.3 Online Participation & Outreach Materials	80	\$8,000	100	\$2,500	4	\$1,000		\$0	184	\$11,500
Task 2 Totals	180	\$18,000	215	\$5,375	44	\$11,000	0	\$0	439	\$34,375
Task 3: Plan Preparation										
3.1 Develop West Long Beach Livability Implementation Plan Concept		\$0		\$0		\$0		\$0	0	\$0
3.2 Community Workshop - Present Draft Concepts	40	\$4,000	60	\$1,500	0	\$0		\$0	100	\$5,500
3.3 Refine Concept & Recommendations	2	\$200		\$0	0	\$0		\$0	2	\$200
3.4 Community Workshop - Present Final Concept & Recommendations	40	\$4,000	60	\$1,500	0	\$0		\$0	100	\$5,500
3.5 Prepare Draft Plan		\$0		\$0		\$0		\$0	0	\$0
Task 3 Totals	82	\$8,200	120	\$3,000	0	\$0	0	\$0	202	\$11,200
Task 4: Plan Adoption										
4.1 Public Workshop to Review the Plan	40	\$4,000	60	\$1,500		\$0		\$0	100	\$5,500
4.2 Planning Commission Study Session and Recommendations		\$0		\$0		\$0		\$0	0	\$0
4.3 Board of Harbor Commission Study Sessions		\$0		\$0		\$0		\$0	0	\$0
4.4 City Council Adoption of the Final Plan		\$0		\$0		\$0		\$0	0	\$0
Task 4 Totals	40	\$4,000	60	\$1,500	0	\$0	0	\$0	100	\$5,500
Subtotal	310	\$31,000	405	\$10,125	52	\$13,000	0	\$0		\$54,125
Reimbursable Expenses (incl. printing, travel, etc.)										\$6,000
Grand Total										\$60,125

EXHIBIT “C”

City’s Representative:

Jeff Winklepleck, Acting General Superintendent,
Development Services

EXHIBIT “D”

Materials/Information Furnished: None