AGENDA

CITY OF EL CENTRO

CITY COUNCIL/CITY COUNCIL AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY/SUCCESSOR HOUSING AGENCY

TUESDAY, DECEMBER 20, 2016

City Hall	Joint Regular Meeting	11:30 AM

CITY HALL
COUNCIL CHAMBERS
1275 MAIN STREET
EL CENTRO, CA 92243

Mayor & Council Members may be reached at (760) 336-8989

Mayor:	**Alex Cardenas**	**Deputy City Manager: Marcela Piedra**
Mayor Pro-tem:	**Cheryl Viegas-Walker**	**City Attorney: Elizabeth Martyn Evans**
Council Members:	**Efrain Silva**	**City Clerk: L. Diane Caldwell**
	Edgard Garcia	
	Jason Jackson	

11:30 A.M CALL TO ORDER (OPEN SESSION) - CONFERENCE ROOM "A"

ROLL CALL

CLOSED SESSION PUBLIC COMMENT:

Any member of the public wishing to address the City Council on any matter appearing on the closed session may do so at this time. Unless the Mayor extends the time limit, remark shall be limited to three (3) minutes. Additional opportunities for Public Comments will be given during and at the end of the meeting.

CITY COUNCIL ADJOURNS INTO CLOSED SESSION

CITY COUNCIL CLOSED SESSION

PENDING LITIGATION

Conference with Legal Counsel - Existing Litigation. Upon advice of its legal counsel, the City will recess to closed session pursuant to Government Code Section 54956.9(d)(1) to confer with its attorney regarding pending litigation which has been initiated formally and to which the City is a party. The title of the litigation is El Centro v. Olympus ECU 09218

ANTICIPATED LITIGATION

The City Council will recess to closed session with its attorney regarding anticipated litigation in that:

Significant Exposure To Litigation Against The City. A point has been reached where, in the opinion of the City Council on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the City. There is one such potential case. Government Code Section 54956.9(d)(2).

City to Initiate Litigation. Based on existing facts and circumstances, the City Council body has decided to initiate or is deciding whether to initiate litigation. There is one such potential case. (Government Code §54956.9(c).

NOTICE TO THE PUBLIC

This is a public meeting. If there is an item on the agenda on which you wish to be heard, you are asked to complete a blue speaker slip and submit it to the City Clerk prior to the start of the meeting. **Persons wishing to address the Council, Successor Agency to the RDA and Successor Housing Agency are not required to identify themselves (Gov't Code § 54953.3); however, this information assists the Mayor by ensuring that all persons wishing to address the Council are recognized and also assists the City Clerk in preparing the City Council meeting minutes.** When the item is announced and your name is called by the Mayor, please step to the podium and state your name for the record. Unless the Mayor extends the time, there is a three (3) minute time limit for each public presentation. If you wish to address the Council, Successor Agency to the RDA and Successor Housing Agency concerning any other matter not appearing on the agenda, you may do so during the public comment portion of the agenda.

* Any information provided on the "Speaker Slip" is voluntary and will be public record.

RECONVENE FOR OPEN SESSION 6:00 P.M.

6:00 P.M. OPEN SESSION

ALL TIMES ARE APPROXIMATE AND MAY VARY

CALL TO ORDER:

ROLL CALL BY CITY CLERK

PLEDGE OF ALLEGIANCE

INVOCATION

6:05-6:10 CITY ATTORNEY REPORT ON CLOSED SESSION

6:10-6:15 PRESENTATIONS AND ANNOUNCEMENTS BY MAYOR

1. Proclamation Presentation - Anti Gang Awareness

6:15-6:20 SCHEDULED PUBLIC COMMENTS

Item(s) appearing under this section have submitted a written request to the City Clerk a minimum of one week prior to the regular meeting.

2. Presentation by Mr. H.W. Smith regarding the Police incident involving Elizardo Saenz.

3. Presentation by Tammie Thomas & Glenn Cadrez of CBD Health Care Solutions.

6:20-6:25 CONSENT AGENDA

Consent agenda items are approved by one motion. Council members or members of the public may pull consent items to be considered separately at a time determined by the Mayor.

4. Approve Payroll Registers for the month of November 2016

5. Approve Treasurer's Report for the Month of November 2016

6. Approve Warrant Registers for the Month of November 2016

7. Approval of City Council Minutes of November 1, 2016, November 8, 2016 and November 15, 2016.

8. Adopt Resolution No. 16- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO AMENDING THE CITY OF EL CENTRO CONFLICT OF INTEREST CODE

9. Adopt Resolution No. 16 , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING AN AGREEMENT WITH LINSCOTT, LAW AND GREENSPAN, ENGINEERS TO PROVIDE PROFESSIONAL DESIGN SERVICES FOR THE 2016 ATPL-5169(045) PROJECT

10. Adopt Resolution No. 16- ,RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING AN AGREEMENT WITH KTU+A PLANNING AND LANDSCAPE ARCHITECTURE, TO PROVIDE PROFESSIONAL PLANNING SERVICES FOR THE CITY OF EL CENTRO ACTIVE TRANSPORTATION/SAFE ROUTES TO SCHOOL PLAN ATPLNI-5169 (048)

6:25-6:45 PUBLIC HEARINGS

11. Proposition 64- Control, Regulate, and Tax Adult Use of Marijuana Act

PRESENTATION: Norma M. Villicana, Community Development Director

RECOMMENDATION:
Adopt Ordinance No. 16- , EXTENDING AN INTERIM ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL CENTRO REGULATING PERSONAL INDOOR CULTIVATION OF MARIJUANA AND BANNING OUTDOOR PERSONAL CULTIVATION, AND BANNING MARIJUANA USE IN CITY FACILITIES AND DECLARING THE URGENCY THEREOF.

6:45-7:25 NEW BUSINESS

12. Community Sponsorship Request -

PRESENTATION: Yulil Alonso-Garza, MAG Coalition President/Founder

RECOMMENDATION:
Discussion and any necessary action regarding the requested sponsorship from Mother's & Men Against Gangs (MAG) Coalition.

13. 2016-2017 Budget Reallocation/Amendment Request

PRESENTATION: Alvaro Ramirez

RECOMMENDATION:
It is recommended the request to reallocate $50,000 of asset forfeiture funding currently allocated for the purchase of general safety equipment to the purchase of a new phone system from Frontier Communications and the fortification of the police department be granted. Additionally, it is recommended that a $50,000 budget amendment from our unallocated asset forfeiture funds be granted and allocated to cover actual project cost and potential overages as specified in the fiscal impact section of the document.

14. ECPD Telecommunication System Upgrade

PRESENTATION:

RECOMMENDATION:
Adopt Resolution No.16- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO AWARDING CONTRACT FOR A TELECOMMUNICATION SYSTEM FOR THE EL CENTRO POLICE DEPARTMENT.

15. Discussion and any necessary action regarding the award of the Ross Avenue Improvements Project STPL-5169 (047)

PRESENTATION: Terry Hagen, Director of Public Works

RECOMMENDATION:
Adopt Resolution No. 16 - , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO AWARDING THE BID AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR THE ROSS AVENUE IMPROVEMENTS PROJECT STPL-5169 (047)

16. Discussion and any necessary action regarding the award of the 8th Street Bicycle and Pedestrian Improvements Project ATPL-5169 (044)

PRESENTATION: Terry Hagen, Director of Public Works

RECOMMENDATION:
Adopt Resolution No. 16 - , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO AWARDING THE BID AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR THE 8TH STREET BICYCLE AND PEDESTRIAN IMPROVEMENTS PROJECT ATPL-5169 (044)

17. Discussion and any necessary action regarding the approval of a contract with Erickson-Hall Construction for Construction Management Services on the El Centro Aquatic Center Project.

PRESENTATION: Abraham Campos, Senior Engineer

RECOMMENDATION:
Adopt Resolution No. 16- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING AN AGREEMENT WITH ERICKSON-HALL CONSTRUCTION TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR THE CITY OF EL CENTRO AQUATIC CENTER

18. Cancellation of January 3, 2017 City Council meeting.

PRESENTATION: Mayor Alex Cardenas

RECOMMENDATION:
Approval of the cancellation of the January 3, 2017 City Council meeting.

INFORMATIONAL ITEMS

19. Received and referred to Community Development Department/Planning Department, Application for Alcoholic Beverage License - Vacation Inn El Centro 2015 Cottonwood Circle, El Centro, CA 92243-4210

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY

No business scheduled.

SUCCESSOR HOUSING AGENCY

No business scheduled.

7:25-7:30 (TIME MAY VARY) PUBLIC COMMENTS

The City Council welcomes your input. At this time, members of the public may address the City Council on any matter not listed on the posted agenda. Pursuant to the Brown Act, no action will be taken on any issue brought forth under Public Comments. We ask that you please complete a "Speaker Slip" and submit it to the City Clerk prior to the start of the meeting. Although you are not required to identify yourself (Gov't Code§54953.3); this information on the "Speaker Slip" assists the Mayor that all persons wishing to address the Council are recognized and also assists the City Clerk in preparing the City Council meeting minutes. Unless the Mayor extends the time, there is a three (3) minute time limit for each public presentation. * Any information provided on the "Speaker Slip" is voluntary and will be public record.

7:30-7:35 TASK FORCE AND MAYOR & COUNCIL MEMBER REPORTS

ADJOURNMENT

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet will be available for public inspection at the Office of the City Clerk, 1275 Main Street, El Centro, California 92243, Monday-Friday during normal business hours.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the office of the City Clerk at (760)337-4515. Notification at least 48 hours prior to the meeting will enable the City to make reasonable arrangement to assure accessibility to this meeting.

SCHEDULED
PRESENTATION (ID # 2138)

Proclamation Presentation - Anti Gang Awareness

Proclamation Presentation by Mayor Cardenas for Anti-Gang Awareness Day.

SCHEDULED PRESENTATION (ID # 2129)

Presentation by Mr. H.W. Smith regarding the Police incident involving Elizardo Saenz.

ATTACHMENTS:

- Smith_Redacted (PDF)

cc: Cm
CA
Chief of Police

I RESPECTFULLY REQUEST TO BE ADDED ON YOUR 12/20/2016 AGENDA TO DISCUSS THE RECENT POLICE INCIDENT INVOLVING ELIZARO SEAZ. YOUR ATTENTION IN THIS MATTER IS APPRECIATED.

THANKING YOU IN ADVANCE

PUBLIC

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NOV 28 2016
OFFICE OF CITY CLERK
CITY OF EL CENTRO

Attachment: Smith_Redacted (2129 : Presentation by Mr. H.W. Smith)

SCHEDULED
PRESENTATION (ID # 2141)

Presentation by Tammie Thomas & Glenn Cadrez of CBD Health Care Solutions.

ATTACHMENTS:

- Thomas_Redacted (PDF)

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CITY OF EL CENTRO

CBD Health Care Solutions
Tammie Thomas & Glenn Cadrez

We ~~wi~~ are requesting to be on the agenda Dec 20, 2016 to do a formal presentation.

Attachment: Thomas_Redacted (2141 : Presentation by Tammie Thomas & Glenn Cadrez of CBD Health Care Solutions)

Approve Payroll Registers for the month of November 2016

CITY MANAGER'S RECOMMENDATION:

Approve Payroll Registers for the month of November 2016

ATTACHMENTS:

- Payroll Registers November 2016 (PDF)

11/09/2016 14:02 | CITY OF EL CENTRO | P
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Pay Period 10/25/16 To 11/07/16

WARRANT: 111016 PAYROLL TYPE: BI WEEKLY CHECK DATE: 11/10/2016

EARNINGS SUMMARY

PAY	TYPE	HOURS	AMOUNT	PAY EARNED	ESCROW AMOUNT
100	REG	17,506.00	463,001.30	0.00	0.00
150	HRLY	2,795.75	30,693.09	0.00	0.00
200	OT1.0	144.00	3,381.09	0.00	0.00
201	OT1.5	1,645.00	65,815.23	0.00	0.00
210	FLSA	105.00	2,534.78	0.00	0.00
215	OCP1.0	20.00	385.79	0.00	0.00
216	OCP1.5	56.00	2,443.82	0.00	0.00
217	CBP1.5	86.50	3,483.74	0.00	0.00
218	STBY	125.00	3,482.19	0.00	0.00
225	CTP	3.75	57.98	0.00	0.00
226	CTPS	93.00	2,356.53	0.00	0.00
300	VAC	802.00	21,829.35	0.00	0.00
310	SICK	402.25	9,666.16	0.00	0.00
320	ADMN	26.00	1,149.16	0.00	0.00
330	ANNUAL	544.50	17,257.10	0.00	0.00
340	PN	57.25	1,208.76	0.00	0.00
344	PNP	4.00	61.85	0.00	0.00
345	VP	51.33	793.64	0.00	0.00
350	CMP1.5	205.50	0.00	0.00	0.00
351	CMPUSD	144.00	3,412.03	0.00	0.00
352	CMP1.0	27.00	0.00	0.00	0.00
356	BDAY	60.00	1,998.76	0.00	0.00
360	BERE	74.00	1,599.42	0.00	0.00
362	JD	3.00	46.38	0.00	0.00
400	CAR	1,731.12	1,321.74	0.00	0.00
410	BLNG	7,024.36	3,368.32	0.00	0.00
415	PREM	480.00	600.00	0.00	0.00
420	EDI	4,963.12	3,522.94	0.00	0.00
440	CERT %	3,504.00	5,289.96	0.00	0.00
445	CERT	4,312.00	4,153.75	0.00	0.00
480	ACT	158.50	169.56	0.00	0.00
481	ACT	80.00	251.36	0.00	0.00
485	ACT %	0.00	521.12	0.00	0.00
510	EXPERT	880.00	1,142.35	0.00	0.00
515	FTO	17.00	495.00	0.00	0.00
520	HAZARD	1,120.00	1,024.04	0.00	0.00
530	SHIFT	1,624.00	1,246.01	0.00	0.00
545	ADDNL	0.00	738.50	0.00	0.00
600	LONG	1,120.00	394.70	0.00	0.00
737	FM	304.00	160.20	0.00	0.00
796	UANOPE	0.00	54.62	0.00	0.00
800	4850	92.00	2,216.99	0.00	0.00
801	DI	18.48	-156.46	0.00	0.00
805	RETR	0.00	101.56	0.00	0.00
900	AWOP	166.52	0.00	0.00	0.00
990	LFE>50	0.00	288.41	0.00	0.00
	Total:	52,575.93	663,562.82	0.00	0.00

Total Employees: 296

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Pay Period 10/25/16 To 11/07/16

WARRANT: 111016 PAYROLL TYPE: BI WEEKLY CHECK DATE: 11/10/2016

DEDUCTION SUMMARY

DED	TYPE	EMPLOYEE AMT	EMPLOYER AMT	TOTAL AMT	EMPLOYEE GROSS		FICA/MED CALC
1000	FICA 6.2%	404.66	404.66	809.32	6,526.72	X 12.40% =	809.31
1100	MEDI 1.45%	8,697.39	8,697.39	17,394.78	599,819.66	X 2.90% =	17,394.77
2000	ADD FAMILY	154.36	0.00	154.36	93,377.44		
2001	ADD IND	71.25	0.00	71.25	72,450.02		
2004	BASIC AD&D F	0.00	14.40	14.40	113,266.99		
2005	BASIC LIFE	0.00	397.80	397.80	631,656.99		
2006	DEP LIFE	0.00	117.00	117.00	631,656.99		
2007	BASIC AD&D	0.00	36.36	36.36	518,390.00		
2010	TERM LIFE	1,270.25	0.00	1,270.25	317,061.44		
2050	ADDL LFE SPO	145.50	0.00	145.50	106,543.54		
2051	ADDL SPS CHI	46.00	0.00	46.00	134,278.01		
2055	SUP LIFE	0.00	415.65	415.65	272,422.29		
2300	MED INS	27,440.05	89,167.90	116,607.95	601,222.48		
2305	MED INS LIM	-841.34	841.34	0.00	137,896.00		
2320	EAP	0.00	3,291.54	3,291.54	636,203.59		
2325	VISION	0.00	1,801.88	1,801.88	590,174.66		
2330	ADMN	0.00	1,846.80	1,846.80	591,943.66		
2334	LTD	0.00	177.71	177.71	69,694.16		
2335	LTD	0.00	1,119.09	1,119.09	444,607.72		
2336	STD	0.00	1,287.50	1,287.50	444,607.72		
2340	UNEMPLOYMENT	0.00	12,983.72	12,983.72	577,048.28		
2345	WORKERS COMP	0.00	40,556.21	40,556.21	579,374.43		
2400	ACCIDENT	1,020.12	0.00	1,020.12	162,785.73		
2405	CANCER	1,714.13	0.00	1,714.13	217,760.52		
2406	ICU	202.24	0.00	202.24	76,330.38		
2407	S125 MED	2,439.36	0.00	2,439.36	151,256.69		
2408	S125 DEP CAR	291.67	0.00	291.67	4,626.54		
2409	PERSONAL REC	86.97	0.00	86.97	26,609.11		
2450	STD	875.18	0.00	875.18	63,945.82		
2455	CRITICAL ILL	187.59	0.00	187.59	28,624.36		
2900	DEF - LINC	6,980.00	0.00	6,980.00	185,769.54		
2901	DEF NRS	527.00	0.00	527.00	26,753.78		
2902	DEF PERS	375.00	0.00	375.00	14,078.82		
2905	DEF - LIN CU	1,446.00	0.00	1,446.00	8,037.23		
3000	FIT	66,414.89	0.00	66,414.89	572,911.98		
4000	SIT	19,330.93	0.00	19,330.93	572,911.98		
6000	CHILD SUPP	4,987.38	0.00	4,987.38	36,069.82		
6500	GARN IRS	85.00	0.00	85.00	1,728.31		
6501	GARN FTB	442.84	0.00	442.84	14,186.26		
6550	MISC	350.00	0.00	350.00	5,806.53		
7000	CALPERS ER	0.00	45,254.43	45,254.43	344,376.89		
7001	CALPERS EE	19,186.07	0.00	19,186.07	274,086.17		
7002	CALPERS EE	4,393.24	0.00	4,393.24	70,290.72		
7010	CALPERS ER	0.00	38,753.63	38,753.63	182,541.90		
7011	CALPERS EE	16,428.79	0.00	16,428.79	182,541.90		
7012	CALPERS EE	5,373.40	0.00	5,373.40	43,864.53		
7013	CALPERS ER	0.00	5,623.85	5,623.85	43,864.53		
7015	SURVIVOR BEN	254.82	0.00	254.82	654,479.20		

11/09/2016 14:02 | CITY OF EL CENTRO | P
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Pay Period 10/25/16 To 11/07/16

WARRANT: 111016 PAYROLL TYPE: BI WEEKLY CHECK DATE: 11/10/2016

8110	AT ACCIDENT	70.23	0.00	70.23	36,257.58
8150	AT AD&D	11.25	0.00	11.25	13,112.95
8151	AT AD&D	1.80	0.00	1.80	8,414.57
8155	AT TLF	14.00	0.00	14.00	511.38
8175	AT-ROTH LINC	50.00	0.00	50.00	4,026.20
8500	FFA DUES	1,296.00	0.00	1,296.00	118,396.53
8510	MGMT DUES	570.05	0.00	570.05	44,801.47
8515	POA DUES	1,750.00	0.00	1,750.00	105,182.01
8520	TEAM DUES	808.50	0.00	808.50	69,303.02
8525	UNITED WAY	15.00	0.00	15.00	8,730.58
8530	ECRMC	33.00	0.00	33.00	5,586.67
8535	ARAG LEGAL	357.25	0.00	357.25	85,697.63
9800	FICU	1,705.00	0.00	1,705.00	26,869.43
9998	DIRECT DEP	4,016.00	0.00	4,016.00	44,572.51
9999	DIRECT DEP	430,930.21	0.00	430,930.21	621,365.56
Total:		632,409.03	252,788.86	885,197.89	

Total Employees: 296

** END OF REPORT - Generated by Luisa Castro **

P/E 11/07/2016
10/25/2016 - 11/07/2016
PAYDATE: 11/10/2016

Leticia Salcido
DIRECTOR OF FINANCE

11/22/2016 08:36 | CITY OF EL CENTRO | P
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Pay Period 11/08/16 To 11/21/16

WARRANT: 112316 PAYROLL TYPE: BI WEEKLY CHECK DATE: 11/23/2016

EARNINGS SUMMARY

PAY	TYPE	HOURS	AMOUNT	PAY EARNED	ESCROW AMOUNT
100	REG	16,833.10	441,299.07	0.00	0.00
150	HRLY	2,364.75	25,893.10	0.00	0.00
200	OT1.0	60.00	1,669.27	0.00	0.00
201	OT1.5	1,264.50	47,837.64	0.00	0.00
205	HOL 1.	102.00	2,485.61	0.00	0.00
206	HP 1.5	69.00	2,276.96	0.00	0.00
210	FLSA	130.00	3,111.28	0.00	0.00
215	OCP1.0	20.00	500.52	0.00	0.00
216	OCP1.5	64.00	2,883.68	0.00	0.00
217	CBP1.5	73.00	2,556.57	0.00	0.00
218	STBY	135.00	3,797.75	0.00	0.00
226	CTPS	156.00	3,810.96	0.00	0.00
300	VAC	705.05	19,541.94	0.00	0.00
310	SICK	513.19	14,197.27	0.00	0.00
320	ADMN	17.00	524.66	0.00	0.00
330	ANNUAL	575.48	18,639.60	0.00	0.00
340	PN	57.85	1,269.18	0.00	0.00
348	ALP	40.00	1,501.29	0.00	0.00
350	CMP1.5	159.10	0.00	0.00	0.00
351	CMPUSD	119.00	2,660.68	0.00	0.00
354	HOL AC	250.00	0.00	0.00	0.00
355	HOLI	829.00	23,020.46	0.00	0.00
356	BDAY	45.00	1,564.10	0.00	0.00
400	CAR	1,744.40	1,329.40	0.00	0.00
410	BLNG	7,027.00	3,369.64	0.00	0.00
415	PREM	480.00	600.00	0.00	0.00
420	EDI	4,992.00	3,550.01	0.00	0.00
440	CERT %	3,504.00	5,289.96	0.00	0.00
445	CERT	4,312.00	4,153.75	0.00	0.00
480	ACT	226.00	263.73	0.00	0.00
481	ACT	70.00	211.23	0.00	0.00
485	ACT %	0.00	521.12	0.00	0.00
510	EXPERT	880.00	1,142.35	0.00	0.00
515	FTO	24.00	700.00	0.00	0.00
520	HAZARD	1,120.00	1,024.04	0.00	0.00
530	SHIFT	1,384.00	1,398.35	0.00	0.00
545	ADDNL	0.00	738.50	0.00	0.00
600	LONG	1,104.40	389.30	0.00	0.00
737	FM	304.00	160.20	0.00	0.00
796	UANOPE	0.00	909.62	0.00	0.00
800	4850	80.00	1,916.32	0.00	0.00
801	DI	44.73	1,132.41	0.00	0.00
860	HP1	2,653.92	73,754.77	0.00	0.00
900	AWOP	76.60	0.00	0.00	0.00
990	LFE>50	0.00	284.41	0.00	0.00
	Total:	54,609.07	723,880.70	0.00	0.00

Total Employees: 288

11/22/2016 08:36 | CITY OF EL CENTRO | P
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Pay Period 11/08/16 To 11/21/16

WARRANT: 112316 PAYROLL TYPE: BI WEEKLY CHECK DATE: 11/23/2016

DEDUCTION SUMMARY

DED	TYPE	EMPLOYEE AMT	EMPLOYER AMT	TOTAL AMT	EMPLOYEE GROSS		FICA/MED CALC
1000	FICA 6.2%	299.80	299.80	599.60	4,835.58	X 12.40% =	599.61
1100	MEDI 1.45%	9,556.45	9,556.45	19,112.90	659,063.58	X 2.90% =	19,112.84
2000	ADD FAMILY	154.36	0.00	154.36	99,347.72		
2001	ADD IND	71.25	0.00	71.25	82,029.26		
2004	BASIC AD&D F	0.00	14.40	14.40	113,355.91		
2005	BASIC LIFE	0.00	399.50	399.50	697,867.60		
2006	DEP LIFE	0.00	0.50	0.50	9,600.94		
2007	BASIC AD&D	0.00	36.54	36.54	584,511.69		
2010	TERM LIFE	1,270.25	0.00	1,270.25	346,279.19		
2050	ADDL LFE SPO	145.50	0.00	145.50	117,276.51		
2051	ADDL SPS CHI	46.00	0.00	46.00	146,928.46		
2055	SUP LIFE	0.00	415.65	415.65	264,966.31		
2300	MED INS	27,394.70	88,917.90	116,312.60	658,962.86		
2305	MED INS LIM	-841.34	841.34	0.00	146,525.48		
2320	EAP	0.00	3,291.54	3,291.54	700,708.52		
2325	VISION	0.00	1,801.88	1,801.88	649,463.65		
2330	ADMN	0.00	1,846.80	1,846.80	651,054.65		
2334	LTD	0.00	177.71	177.71	69,694.16		
2335	LTD	0.00	1,125.80	1,125.80	447,237.22		
2336	STD	0.00	1,292.37	1,292.37	447,237.22		
2340	UNEMPLOYMENT	0.00	12,955.48	12,955.48	575,795.90		
2345	WORKERS COMP	0.00	40,468.55	40,468.55	578,122.05		
2400	ACCIDENT	1,020.12	0.00	1,020.12	185,120.59		
2405	CANCER	1,714.13	0.00	1,714.13	231,036.04		
2406	ICU	202.24	0.00	202.24	80,405.49		
2407	S125 MED	2,439.36	0.00	2,439.36	155,947.90		
2408	S125 DEP CAR	291.67	0.00	291.67	4,626.54		
2409	PERSONAL REC	86.97	0.00	86.97	26,135.10		
2450	STD	875.18	0.00	875.18	67,958.90		
2455	CRITICAL ILL	187.59	0.00	187.59	30,236.85		
2900	DEF - LINC	6,980.00	0.00	6,980.00	195,651.49		
2901	DEF NRS	527.00	0.00	527.00	28,182.75		
2902	DEF PERS	375.00	0.00	375.00	14,078.81		
2905	DEF - LIN CU	1,446.00	0.00	1,446.00	8,037.23		
3000	FIT	65,893.99	0.00	65,893.99	623,816.56		
4000	SIT	18,394.03	0.00	18,394.03	623,816.56		
6000	CHILD SUPP	4,987.38	0.00	4,987.38	45,506.94		
6500	GARN IRS	85.00	0.00	85.00	1,728.30		
6501	GARN FTB	342.84	0.00	342.84	15,553.18		
6550	MISC	350.00	0.00	350.00	5,982.22		
7000	CALPERS ER	0.00	45,732.90	45,732.90	348,016.95		
7001	CALPERS EE	19,492.55	0.00	19,492.55	278,464.64		
7002	CALPERS EE	4,347.05	0.00	4,347.05	69,552.31		
7010	CALPERS ER	0.00	50,894.76	50,894.76	239,730.35		
7011	CALPERS EE	21,575.77	0.00	21,575.77	239,730.35		
7012	CALPERS EE	7,581.58	0.00	7,581.58	61,890.56		
7013	CALPERS ER	0.00	7,935.00	7,935.00	61,890.56		
7015	SURVIVOR BEN	251.10	0.00	251.10	716,488.22		

11/22/2016 08:36 | CITY OF EL CENTRO | P
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Pay Period 11/08/16 To 11/21/16

WARRANT: 112316 PAYROLL TYPE: BI WEEKLY CHECK DATE: 11/23/2016

8110	AT ACCIDENT	70.23	0.00	70.23	42,502.70
8150	AT AD&D	11.25	0.00	11.25	13,479.28
8151	AT AD&D	1.80	0.00	1.80	10,854.17
8155	AT TLF	14.00	0.00	14.00	511.38
8175	AT-ROTH LINC	50.00	0.00	50.00	6,604.65
8500	FFA DUES	1,296.00	0.00	1,296.00	118,485.45
8510	MGMT DUES	570.05	0.00	570.05	42,373.56
8515	POA DUES	1,750.00	0.00	1,750.00	172,824.64
8520	TEAM DUES	808.50	0.00	808.50	72,103.17
8525	UNITED WAY	15.00	0.00	15.00	8,854.26
8530	ECRMC	33.00	0.00	33.00	5,699.47
8535	ARAG LEGAL	357.25	0.00	357.25	84,622.71
9800	FICU	1,705.00	0.00	1,705.00	28,126.07
9996	DIRECT DEP	653.00	0.00	653.00	5,493.32
9998	DIRECT DEP	3,645.00	0.00	3,645.00	40,888.27
9999	DIRECT DEP	485,676.56	0.00	485,676.56	683,501.76
Total:		694,200.16	268,004.87	962,205.03	

Total Employees: 288

** END OF REPORT - Generated by Luisa Castro **

P/E 11/21/2016
11/08/2016 - 11/21/2016
PAYDATE: 11/23/2016

Leticia Salcido
DIRECTOR OF FINANCE

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Pay Period 11/08/16 To 11/21/16

WARRANT: H1123 PAYROLL TYPE: HP1 CHECK DATE: 11/23/2016

EARNINGS SUMMARY

PAY TYPE	HOURS	AMOUNT	PAY EARNED	ESCROW AMOUNT
860 HP1	1,020.00	34,424.40	0.00	0.00
Total:	1,020.00	34,424.40	0.00	0.00

Total Employees: 11

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Pay Period 11/08/16 To 11/21/16

WARRANT: H1123 PAYROLL TYPE: HP1 CHECK DATE: 11/23/2016

DEDUCTION SUMMARY

DED	TYPE	EMPLOYEE AMT	EMPLOYER AMT	TOTAL AMT	EMPLOYEE GROSS	FICA/MED CALC
1100	MEDI 1.45%	499.14	499.14	998.28	34,424.40 X 2.90% =	998.31
3000	FIT	6,458.41	0.00	6,458.41	31,228.53	
4000	SIT	1,705.02	0.00	1,705.02	31,228.53	
7010	CALPERS ER	0.00	6,670.37	6,670.37	31,419.45	
7011	CALPERS EE	2,827.76	0.00	2,827.76	31,419.45	
7012	CALPERS EE	368.11	0.00	368.11	3,004.95	
7013	CALPERS ER	0.00	385.26	385.26	3,004.95	
Total:		11,858.44	7,554.77	19,413.21		

Total Employees: 11

** END OF REPORT - Generated by Luisa Castro **

HOLIDAY PAY
11/08/2016 - 11/21/2016
PAYDATE: 11/23/2016

Leticia Salcido
DIRECTOR OF FINANCE

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Pay Period 11/22/16 To 12/05/16

WARRANT: M1129 PAYROLL TYPE: MISC CHECK DATE: 11/29/2016

EARNINGS SUMMARY

PAY TYPE	HOURS	AMOUNT	PAY EARNED	ESCROW AMOUNT
100 REG	16.00	1,606.24	0.00	0.00
300 VAC	16.00	1,606.24	0.00	0.00
345 VP	339.63	34,095.56	0.00	0.00
346 SP	76.82	7,711.98	0.00	0.00
355 HOLI	16.00	1,606.24	0.00	0.00
400 CAR	48.00	110.77	0.00	0.00
Total:	512.45	46,737.03	0.00	0.00

Total Employees: 1

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Pay Period 11/22/16 To 12/05/16

WARRANT: M1129 PAYROLL TYPE: MISC CHECK DATE: 11/29/2016

DEDUCTION SUMMARY

DED	TYPE	EMPLOYEE AMT	EMPLOYER AMT	TOTAL AMT	EMPLOYEE GROSS		FICA/MED CALC
1100	MEDI 1.45%	677.68	677.68	1,355.36	46,737.03	X 2.90% =	1,355.37
2340	UNEMPLOYMENT	0.00	108.42	108.42	4,818.72		
2345	WORKERS COMP	0.00	337.31	337.31	4,818.72		
2902	DEF PERS	17,880.00	0.00	17,880.00	46,737.03		
3000	FIT	6,471.20	0.00	6,471.20	28,519.72		
4000	SIT	1,750.87	0.00	1,750.87	28,519.72		
7000	CALPERS ER	0.00	633.23	633.23	4,818.72		
7001	CALPERS EE	337.31	0.00	337.31	4,818.72		
7015	SURVIVOR BEN	0.93	0.00	0.93	46,737.03		
Total:		27,117.99	1,756.64	28,874.63			

Total Employees: 1

** END OF REPORT - Generated by Luisa Castro **

MISCELLANEOUS CHECK

11/22/2016 - 12/05/2016
PAYDATE: 11/29/2016

Leticia Salcido
DIRECTOR OF FINANCE

Treasurer's Report for the Month of November 2016

CITY MANAGER'S RECOMMENDATION:

Approve Treasurer's Report for the Month of November 2016

FISCAL IMPACT:

STRATEGIC PLANNING PROGRAM 2013-2018 RELATION:

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTORS LICENSE, REFERENCE CHECKS, INSURANCE, ETC:

BACKGROUND:

DISCUSSION:

CONCLUSION:

ATTACHMENTS:

- Treasurer Report November 2016 (PDF)

CITY OF EL CENTRO
TREASURER'S REPORT
SCHEDULE OF INVESTMENTS
11/30/16

	Maturity Date	Par	Rate (Pcnt)	YTM	Cost	Market Value
GENERAL ACCOUNT						
U.S. Government Agencies						
FHLB 3130A2E51	07/07/17	$ 500,000	1.000	1.000	$ 500,000	$ 500,610
Federal Farm Credit Bks	01/22/18	$ 250,000	0.840	0.840	$ 250,000	$ 249,390
FHLMC MTN 3134G8QP7	06/28/18	$ 500,000	1.150	1.160	$ 500,000	$ 496,950
FHLMCMTN 3134GABJ2	08/28/18	$ 500,000	1.000	1.010	$ 500,000	$ 496,475
FNMA 3136G2R66	11/19/18	$ 700,000	1.150	1.150	$ 700,000	$ 700,112
FNMA 3136G2Q42	01/28/19	$ 500,000	1.200	1.200	$ 500,000	$ 499,440
FHLMC MTN 3134G8R27	03/29/19	$ 250,000	0.800	0.800	$ 250,000	$ 249,880
FHLMC MTN 3134GAHW7	09/30/19	$ 500,000	1.250	1.270	$ 500,000	$ 492,630
Federal Home Loans Bks 3130A8D59	12/30/19	$ 500,000	1.000	1.000	$ 500,000	$ 498,230
Federal Home Loan Bks 3130A9TP6	05/15/20	$ 500,000	1.000	1.010	$ 500,000	$ 496,930
FNMAMTN 3134GAHE7	09/30/20	$ 500,000	1.000	1.010	$ 500,000	$ 493,620
Federal Farm Credits Bks 3133EGXU4	10/06/20	$ 500,000	1.370	1.410	$ 500,000	$ 487,280
FNMAMTN	8/24/2021	$ 500,000	1.000	1.010	$ 500,000	$ 495,195
Subtotal		6,200,000			6,200,000	6,156,742
Certificate of Deposits						
First Foundation Bank *2161	08/28/16	$ 100,756	0.700	0.700	$ 100,756	$ 100,756
Whitney Bk New Orleans La	01/27/17	$ 240,000	0.850	0.850	$ 240,000	$ 240,166
Bmw Bank of North America 05568P6R3	01/31/17	$ 240,000	0.950	0.950	$ 239,641	$ 240,187
Banco Bilbao Vizcaya PR	04/20/17	$ 150,000	1.500	1.500	$ 149,850	$ 150,200
Comenity Cap Bk Salt Lake City	04/28/17	$ 240,000	1.100	1.100	$ 240,000	$ 240,499
Community Valley Bank	06/07/17	$ 241,015	1.010	1.010	$ 241,015	$ 241,015
Synchrony Bk UT US	06/20/17	$ 240,000	1.150	1.150	$ 240,000	$ 240,679
Ally Bank Midvale Utah	06/26/17	$ 240,000	1.150	1.150	$ 240,000	$ 240,694
American Expr Centurion	07/17/17	$ 240,000	1.200	1.200	$ 240,000	$ 240,504
Israel Discount Bank of New Yo	07/21/17	$ 240,000	1.050	1.050	$ 240,000	$ 240,756
Barclays Bnk De Reta	09/18/17	$ 245,000	1.150	1.150	$ 245,000	$ 245,933
Sallie Mae Bank Salt Lake	09/18/17	$ 115,000	1.400	1.400	$ 115,000	$ 115,363
Capital One Bnank USA	10/16/17	$ 240,000	1.450	1.440	$ 240,000	$ 241,183
Key Bank National Association	01/22/18	$ 240,000	1.300	1.290	$ 240,000	$ 241,783
Goldman Sachs Bank Usanew York	03/19/18	$ 240,000	1.500	1.490	$ 240,000	$ 241,930
Discover Bank	04/23/18	$ 245,000	1.150	1.150	$ 245,000	$ 245,843
Texas Eschange Bank	06/18/18	$ 245,000	1.000	1.000	$ 245,000	$ 245,336
Oriental Bank	08/10/18	$ 245,000	1.100	1.100	$ 245,000	$ 244,802
Mercantil Commercebank Natl Assn	08/30/18	$ 245,000	1.050	1.050	$ 245,000	$ 244,735
Jpmorgan Chase	08/31/18	$ 245,000	1.050	1.050	$ 245,000	$ 244,775
Ge Capital Bank	09/12/18	$ 240,000	1.800	1.780	$ 240,000	$ 242,268
State Bank India	08/19/19	$ 240,000	2.150	2.100	$ 240,000	$ 246,074
American Express Bk FSB	09/18/19	$ 240,000	2.100	2.050	$ 240,000	$ 246,247
Hsbc Bank USA Na	09/16/20	$ 245,000	1.375	1.370	$ 245,000	$ 246,355
Bmo Harris Bk Natl Assn	10/26/20	$ 240,000	1.250	1.250	$ 240,000	$ 240,266
Wells Fargo Bk Na	03/31/21	$ 240,000	1.000	1.000	$ 240,000	$ 240,456
Subtotal		5,921,771			5,921,262	5,948,805
Corporate Notes						
Wachovia Bank Na 92976GAH4	11/15/17	$ 250,000	6.000	5.760	$ 289,833	$ 260,348
Subtotal		250,000			289,833	260,348
Other Investments						
Cash Equiv.		$ 12,893	0.250	0.250	$ 12,893	$ 12,893
Local Agency Investment Fund		$ 3,727,000	0.654	0.654	$ 3,727,000	$ 3,727,000
CalTrust Short Term Fund		$ 15,000,000	0.880	0.880	$ 15,000,000	$ 15,342,686
CalTrust Medium Term Fund		$ 35,000,000	1.070	1.070	$ 35,000,000	$ 36,327,130
Subtotal		53,739,893			53,739,893	55,409,710
Subotal		**66,111,665**			**66,150,988**	**67,775,604**
WATER & WASTEWATER 2014 CONSTRUCTION FUND						
Water Total Cash Equivalents		$ 3,051,181	0.250	0.250	$ 3,051,181	$ 3,051,181
		3,051,181			3,051,181	3,051,181
Wastewater Total Cash Equivalents		$ 14,021,150	0.250	0.250	$ 14,021,150	$ 14,021,150
		14,021,150			14,021,150	14,021,150
Total		**83,183,995**			**83,223,319**	**84,847,935**

Attachment: Treasurer Report November 2016 (2127 : Treasurer's Report)

CITY OF EL CENTRO
TREASURER'S REPORT
SCHEDULE OF INVESTMENTS
November-16

	This Month	Fiscal YTD	Same Period Previous FYTD
Interest Received			
Other Investments	$ 12,893	$ 67,153	$ 42,035
LAIF	-	25,417	16,409
Total	$ 12,893	$ 92,570	$ 58,444

	Balance 10/31/16	Change	Balance 11/30/16
Monthly Activity			
General Accounts			
U.S. Government Agencies	$ 5,700,000	500,000	$ 6,200,000
Certificate of Deposits	6,021,557	(100,295)	5,921,262
Corporate Notes	289,833	0	289,833
Cash Equiv. & Other Investments	51,744,596	(1,731,703)	50,012,893
LAIF	3,727,000	-	3,727,000
	$ 67,482,986	(1,331,998)	$ 66,150,988
Trustee Accounts			
Water 2014	$ 3,050,535	646	$ 3,051,181
Wastewater 2014	14,018,181	2,968	14,021,150
	$ 17,068,716	3,614	$ 17,072,330
Total	**84,551,702**	(1,328,384)	**83,223,319**

I hereby certify that this report reflects the pooled investments of the City of El Centro and is in conformity with the Investment Policy of the City as adopted by the City Council on February 21, 2001. A copy of this Policy is available at the Office of the City Clerk. In the opinion of the undersigned, the City's expenditure requirements for the following six months, can be met from projected revenues and maturities of Investments listed herein.

Leticia Salcido
Director of Finance

Attachment: Treasurer Report November 2016 (2127 : Treasurer's Report)

Approve Warrant Registers for November 2016

CITY MANAGER'S RECOMMENDATION:

Approve Warrant Registers for the Month of November 2016

FISCAL IMPACT:

STRATEGIC PLANNING PROGRAM 2013-2018 RELATION:

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTORS LICENSE, REFERENCE CHECKS, INSURANCE, ETC:

BACKGROUND:

DISCUSSION:

CONCLUSION:

ATTACHMENTS:

- November 2016 (PDF)

11/03/2016 10:05 |CITY OF EL CENTRO |P 1
enunez |A/P CASH DISBURSEMENTS JOURNAL - 11/04/16 |apcshdsb

CASH ACCOUNT: 000 101001 CASH - WELLS FARGO

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
57335	11/04/2016	PRTD	4369	ABG MARKETING AND BU		2706306	10/25/2016	21701865	110416	15.93
						2706305	10/25/2016	21701864	110416	654.76
							CHECK	57335	TOTAL:	670.69
57336	11/04/2016	PRTD	8025	AIR EXHAUST, CO.		413979	10/20/2016	21701868	110416	32.00
							CHECK	57336	TOTAL:	32.00
57337	11/04/2016	PRTD	7	AMERICAN LINEN		LYUM1109013	10/18/2016	21701870	110416	85.54
						LYUM1110985	10/25/2016	21701870	110416	49.64
						LYUM1105766	10/06/2016	21701876	110416	117.00
						LYUM1107755	10/13/2016	21701876	110416	108.76
						LYUM1105767	10/06/2016	21701876	110416	77.82
						LYUM1107756	10/13/2016	21701876	110416	146.22
							CHECK	57337	TOTAL:	584.98
57338	11/04/2016	PRTD	1345	APPLIED INDUSTRIAL T		7008945272	10/06/2016	21701903	110416	86.92
						7008964596	10/10/2016	21701903	110416	62.79
						7008994967	10/13/2016	21701903	110416	28.97
							CHECK	57338	TOTAL:	178.68
57339	11/04/2016	PRTD	5471	BARTEL ASSOCIATES, L		16-777	10/18/2016	21701929	110416	9,860.00
							CHECK	57339	TOTAL:	9,860.00
57340	11/04/2016	PRTD	8267	BELTRAN, RICARDO GAR		99667	11/04/2016		110416	21.55
							CHECK	57340	TOTAL:	21.55
57341	11/04/2016	PRTD	8231	KALYN BENAVIDEZ		99768	09/20/2016	21701744	110416	711.95
							CHECK	57341	TOTAL:	711.95

Attachment: November 2016 (2118 : Warrant Registers - November 2016)

CASH ACCOUNT: 000 101001 CASH - WELLS FARGO

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
57342	11/04/2016	PRTD	4828	CA ENVIRONMENTAL CON		3524	10/13/2016	21701925	110416	655.61
							CHECK	57342	TOTAL:	655.61
57343	11/04/2016	PRTD	869	CALOLYMPIC SAFETY		355492	10/06/2016	21701902	110416	65.58
							CHECK	57343	TOTAL:	65.58
57344	11/04/2016	PRTD	2633	ALEX CARDENAS		99671	10/04/2016	21701804	110416	457.70
							CHECK	57344	TOTAL:	457.70
57345	11/04/2016	PRTD	8261	CAVIL, EILEEN ROSE		99661	11/04/2016		110416	27.87
							CHECK	57345	TOTAL:	27.87
57346	11/04/2016	PRTD	1371	CONSOLIDATED ELEC DI		1964-468254	10/07/2016	21701904	110416	315.79
							CHECK	57346	TOTAL:	315.79
57347	11/04/2016	PRTD	8266	CORRALES MEZA, RICAR		99666	11/04/2016		110416	20.84
							CHECK	57347	TOTAL:	20.84
57348	11/04/2016	PRTD	7455	CROP PRODUCTION SERV		31469311	10/06/2016	21701846	110416	2,824.78
						31485958	10/10/2016	21701846	110416	199.65
							CHECK	57348	TOTAL:	3,024.43
57349	11/04/2016	PRTD	1871	DANIELS TIRE SERVICE		227030892	10/18/2016	21700697	110416	20.00
						227030923	10/21/2016	21700697	110416	25.00
							CHECK	57349	TOTAL:	45.00
57350	11/04/2016	PRTD	7774	DIGITAL BUSINESS SYS		179614	10/24/2016	21701874	110416	274.17
						162264	07/01/2016	21701495	110416	80.08
						178709	10/17/2016	21701936	110416	9.64
						177110	10/05/2016	21701937	110416	159.10

CASH ACCOUNT: 000 101001 CASH - WELLS FARGO

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
						179090	10/19/2016	21701935	110416	82.44
							CHECK	57350	TOTAL:	605.43
57351	11/04/2016	PRTD	1847	DOGWOOD AUTO BODY, I		4376	09/14/2016	21701907	110416	338.51
							CHECK	57351	TOTAL:	338.51
57352	11/04/2016	PRTD	105	EL OASIS WATER		725224	08/31/2016	21701879	110416	52.21
						728129	09/29/2016	21701878	110416	28.99
							CHECK	57352	TOTAL:	81.20
57353	11/04/2016	PRTD	7784	ELIZABETH'S SPECIALT		1503	10/27/2016	21701944	110416	274.20
							CHECK	57353	TOTAL:	274.20
57354	11/04/2016	PRTD	107	ELMS EQUIPMENT RENTA		2113086-0001	10/11/2016	21701880	110416	45.36
							CHECK	57354	TOTAL:	45.36
57355	11/04/2016	PRTD	2605	ERICKSON-HALL CONSTR		1/VM	10/13/2016	21701863	110416	107,021.30
							CHECK	57355	TOTAL:	107,021.30
57356	11/04/2016	PRTD	3157	FASTENAL COMPANY		CAEL178590	10/05/2016	21701918	110416	16.20
						CAEL178786	10/13/2016	21701918	110416	33.47
							CHECK	57356	TOTAL:	49.67
57357	11/04/2016	PRTD	247	FEDEX		5-584-97271/F.A.	10/21/2016	21701872	110416	30.71
						5-577-60878/CA	10/14/2016	21701884	110416	22.74
							CHECK	57357	TOTAL:	53.45
57358	11/04/2016	PRTD	4462	FERGUSON ENTERPRISES		3847833	10/17/2016	21701843	110416	595.66
							CHECK	57358	TOTAL:	595.66

Attachment: November 2016 (2118 : Warrant Registers - November 2016)

CASH ACCOUNT: 000 101001 CASH - WELLS FARGO

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
57359	11/04/2016	PRTD	8009	FRANCES A. FINK		99681	10/25/2016	21701867	110416	156.00
							CHECK	57359	TOTAL:	156.00
57360	11/04/2016	PRTD	1546	FIRE SERVICE CORP.		02M 748234	10/03/2016	21701873	110416	822.13
						02M 748235	10/03/2016	21701873	110416	204.42
							CHECK	57360	TOTAL:	1,026.55
57361	11/04/2016	PRTD	1623	JOSE FLORES		99761	09/30/2016	21701906	110416	340.00
							CHECK	57361	TOTAL:	340.00
57362	11/04/2016	PRTD	2736	ALEX GARRIDO		99743	09/20/2016	21701425	110416	711.95
							CHECK	57362	TOTAL:	711.95
57363	11/04/2016	PRTD	159	ALFREDO HERNANDEZ		99744	09/20/2016	21701376	110416	711.95
							CHECK	57363	TOTAL:	711.95
57364	11/04/2016	PRTD	8259	HERNANDEZ, ALFREDO		99659	11/04/2016		110416	37.86
							CHECK	57364	TOTAL:	37.86
57365	11/04/2016	PRTD	4982	HOME DEPOT		8971889	09/07/2016	21701928	110416	50.93
						3971452	08/23/2016	21700904	110416	82.02
							CHECK	57365	TOTAL:	132.95
57366	11/04/2016	PRTD	461	IMPERIAL CO PUBLIC H		IN0025693	10/06/2016	21701859	110416	605.09
							CHECK	57366	TOTAL:	605.09
57367	11/04/2016	PRTD	148	IMPERIAL STORES		736710/5	10/19/2016	21701827	110416	4.43
						736347/5	10/14/2016	21701827	110416	8.86
						736737/5	10/19/2016	21701827	110416	8.69
						736687/5	10/19/2016	21701827	110416	43.84

CASH ACCOUNT: 000 101001 CASH - WELLS FARGO

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
						736728/5	10/19/2016	21701827	110416	45.75
						734358/5	09/24/2016	21701829	110416	19.62
						736894/5	10/20/2016	21701854	110416	8.63
						735024/5	09/30/2016	21701853	110416	52.20
						734459/5	09/26/2016	21701853	110416	17.87
						736273/5	10/14/2016	21701883	110416	532.85
						735553/5	10/06/2016	21701883	110416	931.28
						735581/5	10/06/2016	21701883	110416	71.59
						735868/5	10/10/2016	21701883	110416	109.60
							CHECK	57367	TOTAL:	1,855.21
57368	11/04/2016	PRTD	607	IMPERIAL VALLEY PRES		10963198	09/02/2016	21701833	110416	475.66
							CHECK	57368	TOTAL:	475.66
57369	11/04/2016	PRTD	8265	IZARRARAZ, MARITZA A		99665	11/04/2016		110416	2.79
							CHECK	57369	TOTAL:	2.79
57370	11/04/2016	PRTD	163	JIM REITER'S LOCKSMI		255282	10/21/2016	21701855	110416	5.62
							CHECK	57370	TOTAL:	5.62
57371	11/04/2016	PRTD	8232	CHRISTOPHER WATTANAC		99745	09/20/2016	21701746	110416	711.95
							CHECK	57371	TOTAL:	711.95
57372	11/04/2016	PRTD	3654	KIMLEY-HORN & ASSOCI		8327553-1	08/31/2016	21701837	110416	132,453.00
							CHECK	57372	TOTAL:	132,453.00
57373	11/04/2016	PRTD	7550	LABOR COMPLIANCE CON		1114	09/01/2016	21701847	110416	280.00
						1127	10/03/2016	21701848	110416	320.00

Attachment: November 2016 (2118 : Warrant Registers - November 2016)

CASH ACCOUNT: 000 101001 CASH - WELLS FARGO

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
						CHECK	57373	TOTAL:	600.00
57374	11/04/2016	PRTD	4406 LABRUCHERIE IRRIGATI		126709C	10/03/2016	21701841	110416	209.70
					126797C	10/04/2016	21701841	110416	10.80
					126761C	10/04/2016	21701841	110416	4.10
					126932C	10/06/2016	21701841	110416	1.10
					126827C	10/05/2016	21701841	110416	91.93
					126850C	10/05/2016	21701841	110416	27.19
					126360C	09/27/2016	21701841	110416	38.44
					127316C	10/11/2016	21701841	110416	75.07
					127342C	10/11/2016	21701841	110416	467.13
					126752C	10/04/2016	21701841	110416	94.67
					126921C	10/06/2016	21701841	110416	1,350.00
					127883C	10/19/2016	21701842	110416	3.56
					1277767C	10/18/2016	21701842	110416	45.60
					127706C	10/17/2016	21701842	110416	25.83
					127694C	10/17/2016	21701842	110416	30.14
					127552C	10/14/2016	21701842	110416	5.64
					127821C	10/18/2016	21701842	110416	32.39
					127906C	10/19/2016	21701842	110416	12.42
					127750C	10/17/2016	21701923	110416	42.97
					127609C	10/14/2016	21701923	110416	64.05
					127430C	10/12/2016	21701923	110416	59.94
					126441C	09/28/2016	21701923	110416	20.79
					126979C	10/06/2016	21701923	110416	257.04
					127243C	10/10/2016	21701923	110416	5.64
					127304C	10/11/2016	21701923	110416	36.37

CASH ACCOUNT: 000 101001 CASH - WELLS FARGO

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
							CHECK		57374 TOTAL:	3,012.51
57375	11/04/2016	PRTD	265	LEE TIRE CO.		332633	10/07/2016	21701888	110416	49.00
							CHECK		57375 TOTAL:	49.00
57376	11/04/2016	PRTD	2471	ALEJANDRO S. LEE		99717	10/25/2016	21701862	110416	136.50
							CHECK		57376 TOTAL:	136.50
57377	11/04/2016	PRTD	8260	LEWIS, ANTHONY G.		99660	11/04/2016		110416	.61
							CHECK		57377 TOTAL:	.61
57378	11/04/2016	PRTD	683	LIEBERT CASSIDY WHIT		1427936	09/30/2016	21701898	110416	18,386.73
							CHECK		57378 TOTAL:	18,386.73
57379	11/04/2016	PRTD	814	LOWE'S		909506	10/06/2016	21701834	110416	24.73
						902374	09/26/2016	21701861	110416	9.37
						902725.	10/03/2016	21701861	110416	15.74
						909901	10/13/2016	21701899	110416	54.26
							CHECK		57379 TOTAL:	104.10
57380	11/04/2016	PRTD	8264	MANDUJANO, OMAR		99664	11/04/2016		110416	38.85
							CHECK		57380 TOTAL:	38.85
57381	11/04/2016	PRTD	276	MCNEECE BROS. OIL CO		661692	10/13/2016	21701830	110416	65.25
						661405	10/04/2016	21701889	110416	289.19
						661656	10/04/2016	21701889	110416	148.24
							CHECK		57381 TOTAL:	502.68
57382	11/04/2016	PRTD	3491	MOST DEPENDABLE FOUN		INV43708	10/11/2016	21701836	110416	3,125.60

Attachment: November 2016 (2118 : Warrant Registers - November 2016)

CASH ACCOUNT: 000 101001 CASH - WELLS FARGO

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
							CHECK		57382 TOTAL:	3,125.60
57383	11/04/2016	PRTD	8087	THERESE NUNNALLY		99746	09/20/2016	21701509	110416	711.95
							CHECK		57383 TOTAL:	711.95
57384	11/04/2016	PRTD	7897	OFFICE SUPPLY COMPAN		WO-6703-1	10/26/2016	21700853	110416	605.85
							CHECK		57384 TOTAL:	605.85
57385	11/04/2016	PRTD	3700	ONE SOURCE DISTRIBUT		S5263092.001	09/12/2016	21701919	110416	493.97
						S5281496.001	10/05/2016	21701919	110416	391.40
							CHECK		57385 TOTAL:	885.37
57386	11/04/2016	PRTD	2571	PACIFIC COAST LANDSC		29350	10/17/2016	21701835	110416	4,500.00
							CHECK		57386 TOTAL:	4,500.00
57387	11/04/2016	PRTD	8262	PARK, BYUNG D.		99662	11/04/2016		110416	40.59
							CHECK		57387 TOTAL:	40.59
57388	11/04/2016	PRTD	7924	PINNACLE CLAIMS MANA		98713	09/09/2016	21701282	110416	3,000.00
							CHECK		57388 TOTAL:	3,000.00
57389	11/04/2016	PRTD	1862	PITNEY BOWES INC.		1002135067	10/12/2016	21701908	110416	389.04
							CHECK		57389 TOTAL:	389.04
57390	11/04/2016	PRTD	3940	POLYDYNE, INC.		1082044	10/05/2016	21701921	110416	2,856.60
							CHECK		57390 TOTAL:	2,856.60
57391	11/04/2016	PRTD	293	QUILL CORPORATION		9951897	10/12/2016	21701831	110416	297.86
						9951909	10/12/2016	21701858	110416	21.59
						9954748	10/13/2016	21701858	110416	125.76

Attachment: November 2016 (2118 : Warrant Registers - November 2016)

CASH ACCOUNT: 000 101001 CASH - WELLS FARGO

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
							CHECK		57391 TOTAL:	445.21
57392	11/04/2016	PRTD	631	REFRIGERATION SUPPLI		3226642-00	10/04/2016	21701897	110416	30.97
						3226690-00	10/05/2016	21701896	110416	157.31
						3226775-00	10/06/2016	21701895	110416	133.16
							CHECK		57392 TOTAL:	321.44
57393	11/04/2016	PRTD	2840	RESERVE ACCOUNT-PITN		99788	10/06/2016	21701916	110416	1,000.00
							CHECK		57393 TOTAL:	1,000.00
57394	11/04/2016	PRTD	6150	REXEL		S115084313.001	10/04/2016	21701931	110416	64.65
						S115075720.001	10/03/2016	21701931	110416	62.35
						S115084141.001	10/04/2016		110416	-62.35
							CHECK		57394 TOTAL:	64.65
57395	11/04/2016	PRTD	3075	RIVERSIDE CO. SHERIF		99769	09/28/2016	21701427	110416	1,045.00
							CHECK		57395 TOTAL:	1,045.00
57396	11/04/2016	PRTD	6245	WILLIE MAE RODRIGUEZ		99730	10/25/2016	21701866	110416	16.25
							CHECK		57396 TOTAL:	16.25
57397	11/04/2016	PRTD	330	SHERWIN WILLIAMS CO.		0366-0	10/10/2016	21701893	110416	40.74
						0583-0	10/18/2016	21701892	110416	37.76
						7406-8	10/18/2016	21701891	110416	87.96
							CHECK		57397 TOTAL:	166.46
57398	11/04/2016	PRTD	8257	SIERRA-MARE ENTERPRI		99731	10/04/2016	21701943	110416	4,543.69
							CHECK		57398 TOTAL:	4,543.69

Attachment: November 2016 (2118 : Warrant Registers - November 2016)

CASH ACCOUNT: 000 101001 CASH - WELLS FARGO

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
57399	11/04/2016	PRTD	213	SOUTHERN CALIFORNIA		13132656284/OCT2016	10/17/2016	21701857	110416	20.27
						18592554002/OCT2016	10/17/2016	21701857	110416	49.80
						17977410368/OCT2016	10/18/2016	21701871	110416	49.31
						04322688005/OCT2016	10/18/2016	21701871	110416	13.81
							CHECK	57399	TOTAL:	133.19
57400	11/04/2016	PRTD	4920	SPARKLETTS		9441804100116	10/01/2016	21701926	110416	147.91
							CHECK	57400	TOTAL:	147.91
57401	11/04/2016	PRTD	3930	SUPERIOR READY MIX		820856	10/12/2016	21701838	110416	163.10
							CHECK	57401	TOTAL:	163.10
57402	11/04/2016	PRTD	322	SUPREME ELECTRICAL C		29263	09/22/2016	21701890	110416	240.00
						29268	09/29/2016	21701890	110416	120.00
						29265	09/29/2016	21701890	110416	160.00
						29272	10/05/2016	21701890	110416	160.00
						29273	10/05/2016	21701890	110416	459.59
							CHECK	57402	TOTAL:	1,139.59
57403	11/04/2016	PRTD	6050	TIME WARNER CABLE		420010572710/OCT2016	10/08/2016	21701844	110416	69.99
						420010573023/OCT2016	10/08/2016	21701845	110416	87.73
							CHECK	57403	TOTAL:	157.72
57404	11/04/2016	PRTD	6289	U.S. BANK		00126042/9-22-16	09/22/2016	21701784	110416	1,814.17
						00126042/CR9-22-16	09/22/2016		110416	-65.83
						13840790/7-22-16(1)	07/22/2016	21700458	110416	495.00
						13840790/7-22-16(3)	07/22/2016	21700460	110416	571.20
						13840790/CR9-22-16	09/22/2016		110416	-95.20

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11/03/2016 10:05 |CITY OF EL CENTRO |P 11
enunez |A/P CASH DISBURSEMENTS JOURNAL - 11/04/16 |apcshdsb

CASH ACCOUNT: 000 101001 CASH - WELLS FARGO

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
							CHECK		57404 TOTAL:	2,719.34
57405	11/04/2016	PRTD	2781	UNITED PARCEL SERVIC		15275W426	10/15/2016	21701915	110416	53.12
						15275W416	10/08/2016	21701914	110416	94.87
						15275W406	10/01/2016	21701913	110416	36.92
						15275W396	09/24/2016	21701912	110416	27.70
							CHECK		57405 TOTAL:	212.61
57406	11/04/2016	PRTD	8216	URBAN CROSSROADS, IN		28018	09/30/2016	21701849	110416	2,871.63
							CHECK		57406 TOTAL:	2,871.63
57407	11/04/2016	PRTD	8258	USA FOOTBALL INC.		2476052	10/18/2016	21701869	110416	1,850.00
							CHECK		57407 TOTAL:	1,850.00
57408	11/04/2016	PRTD	528	WAXIE SANITARY SUPPL		76248783	09/28/2016	21701751	110416	169.93
							CHECK		57408 TOTAL:	169.93
57409	11/04/2016	PRTD	8263	ZAMORA,III FRANK		99663	11/04/2016		110416	38.41
							CHECK		57409 TOTAL:	38.41

NUMBER OF CHECKS 75 *** CASH ACCOUNT TOTAL *** 321,116.14

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	75	321,116.14

*** GRAND TOTAL *** 321,116.14

11/3/16

Attachment: November 2016 (2118 : Warrant Registers - November 2016)

11/10/2016 09:33 |CITY OF EL CENTRO |P 1
enunez |A/P CASH DISBURSEMENTS JOURNAL - 11/11/16 |apcshdsb

CASH ACCOUNT: 000 101001 CASH - WELLS FARGO

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
57410	11/11/2016	PRTD	6047	ALLIANT INSURANCE SE		99866	10/17/2016	21702002	111116	340.00
							CHECK	57410 TOTAL:		340.00
57411	11/11/2016	PRTD	196	AFLAC		450343	11/01/2016	21701953	111116	7,937.74
							CHECK	57411 TOTAL:		7,937.74
57412	11/11/2016	PRTD	7	AMERICAN LINEN		LYUM1097201	09/06/2016	21701560	111116	102.31
						LYUM1099138	09/13/2016	21701560	111116	102.31
						LYUM1101124	09/20/2016	21701560	111116	102.31
						LYUM1103055	09/27/2016	21701560	111116	102.31
						LYUM1099128	09/13/2016	21701561	111116	46.04
						LYUM1103047	09/27/2016	21701561	111116	46.04
						LYUM1109782	10/20/2016	21701950	111116	108.76
						LYUM1109783	10/20/2016	21701950	111116	77.82
						LYUM1110981	10/25/2016	21701946	111116	30.49
						LYUM1106954	10/11/2016	21701875	111116	30.49
						LYUM1109010	10/18/2016	21701875	111116	30.49
						LYUM1106957	10/11/2016	21701947	111116	105.34
							CHECK	57412 TOTAL:		884.71
57413	11/11/2016	PRTD	5957	AMERICAN MESSAGING		L1043037QK	11/01/2016	21702043	111116	214.31
							CHECK	57413 TOTAL:		214.31
57414	11/11/2016	PRTD	2221	AT&T TELECONFERENCE		610-020310	10/01/2016	21701977	111116	34.34
							CHECK	57414 TOTAL:		34.34
57415	11/11/2016	PRTD	4170	AUTOZONE, INC.		2803782008	10/20/2016	21700077	111116	148.85
						2803780982	10/19/2016	21700077	111116	124.72
						2803782273	10/20/2016	21700077	111116	106.91

CASH ACCOUNT: 000 101001 CASH - WELLS FARGO

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
						2803780941	10/19/2016	21700077	111116	8.66
							CHECK	57415	TOTAL:	389.14
57416	11/11/2016	PRTD	6276	C R & R INCORPORATED		99834	11/03/2016	21702006	111116	159,320.40
							CHECK	57416	TOTAL:	159,320.40
57417	11/11/2016	PRTD	2091	CALPERS 457 PLAN		000000099989	11/10/2016		111116	375.00
							CHECK	57417	TOTAL:	375.00
57418	11/11/2016	PRTD	2230	CANON SOLUTIONS AMER		988742981	09/30/2016	21701909	111116	253.54
						988755959	10/13/2016	21701910	111116	278.89
							CHECK	57418	TOTAL:	532.43
57419	11/11/2016	PRTD	2775	CARAHSOFT TECHNOLOGY		in414330	11/03/2016	21700005	111116	4,230.00
							CHECK	57419	TOTAL:	4,230.00
57420	11/11/2016	PRTD	2633	ALEX CARDENAS		99836	11/04/2016	21701978	111116	300.00
							CHECK	57420	TOTAL:	300.00
57421	11/11/2016	PRTD	41	CARQUEST AUTO PARTS		1879-277321	10/25/2016	21700011	111116	4.91
						1879-277324	10/25/2016	21700011	111116	2.87
						1879-277323	10/25/2016	21700011	111116	3.78
						1879-277159	10/21/2016	21700011	111116	17.96
						1879-277160	10/21/2016	21700011	111116	3.78
						1879-277081	10/20/2016	21700011	111116	3.96
							CHECK	57421	TOTAL:	37.26
57422	11/11/2016	PRTD	1167	MANUELA CARRILLO		000000099988	11/10/2016		111116	222.50

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CASH ACCOUNT: 000 101001 CASH - WELLS FARGO

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
							CHECK	57422	TOTAL:	222.50
57423	11/11/2016	PRTD	4323	CDW GOVERNMENT, INC.		FRZ6859	10/20/2016	21701989	111116	1,134.00
						FRQ0449	10/18/2016	21701990	111116	1,626.83
						FRJ0690	10/17/2016	21701988	111116	4,138.70
							CHECK	57423	TOTAL:	6,899.53
57424	11/11/2016	PRTD	4814	CHICAGO TITLE CO.		7101617055	10/23/2016	21701996	111116	700.00
							CHECK	57424	TOTAL:	700.00
57425	11/11/2016	PRTD	2636	CINTAS FIRST AID & S		8402924778	10/21/2016	21702030	111116	162.61
							CHECK	57425	TOTAL:	162.61
57426	11/11/2016	PRTD	1371	CONSOLIDATED ELEC DI		1964-468547	10/21/2016	21701968	111116	64.75
						1964-468495	10/19/2016	21701968	111116	19.98
							CHECK	57426	TOTAL:	84.73
57427	11/11/2016	PRTD	2470	COUNTY OF SAN DIEGO,		17CITYECN04	11/01/2016	21700490	111116	55.00
							CHECK	57427	TOTAL:	55.00
57428	11/11/2016	PRTD	1607	CURTIS ROADRUNNER LO		16420	09/27/2016	21701601	111116	37.80
							CHECK	57428	TOTAL:	37.80
57429	11/11/2016	PRTD	1871	DANIELS TIRE SERVICE		227030988	10/25/2016	21700697	111116	25.00
						227031006	10/25/2016	21701803	111116	410.87
						227031009	10/25/2016	21701803	111116	144.36
						227031008	10/25/2016	21701803	111116	136.96
						227030982	10/25/2016	21701803	111116	261.66
						227030767	10/11/2016	21701971	111116	84.40

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CASH ACCOUNT: 000 101001 CASH - WELLS FARGO

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
								CHECK	57429 TOTAL:	1,063.25
57430	11/11/2016	PRTD	3751	FELIX DE LEON		99840	10/27/2016	21701920	111116	54.00
								CHECK	57430 TOTAL:	54.00
57431	11/11/2016	PRTD	5184	DEPT TOXIC SUBSTANCE		201639616	10/24/2016	21701999	111116	207.50
								CHECK	57431 TOTAL:	207.50
57432	11/11/2016	PRTD	1357	DESERT AUTO PLAZA		615793	10/19/2016	21700041	111116	102.96
						615792	10/19/2016	21700041	111116	210.82
								CHECK	57432 TOTAL:	313.78
57433	11/11/2016	PRTD	8008	DESERT REPORTING		AC912	11/02/2016	21702052	111116	1,389.50
						AC1028	11/02/2016	21702053	111116	375.00
								CHECK	57433 TOTAL:	1,764.50
57434	11/11/2016	PRTD	7774	DIGITAL BUSINESS SYS		179717	10/25/2016	21701739	111116	652.32
						178708/ENG	10/17/2016	21702012	111116	45.78
								CHECK	57434 TOTAL:	698.10
57435	11/11/2016	PRTD	2796	EAST PENN MFG. CO. I		4948019	10/12/2016	21702032	111116	828.30
						83175102	10/14/2016		111116	-45.00
								CHECK	57435 TOTAL:	783.30
57436	11/11/2016	PRTD	4228	ECRMC FOUNDATION		000000099991	11/10/2016		111116	33.00
								CHECK	57436 TOTAL:	33.00
57437	11/11/2016	PRTD	6019	ELLISON WILSON ADVOC		1116	11/01/2016	21700097	111116	750.00
								CHECK	57437 TOTAL:	750.00

Attachment: November 2016 (2118 : Warrant Registers - November 2016)

CASH ACCOUNT: 000 101001 CASH - WELLS FARGO

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
57438	11/11/2016	PRTD	107	ELMS EQUIPMENT RENTA		2113174-0001	10/18/2016	21701951	111116	31.62
							CHECK	57438	TOTAL:	31.62
57439	11/11/2016	PRTD	3304	ENVIRONMENTAL RESOUR		806659	10/14/2016	21701979	111116	436.65
							CHECK	57439	TOTAL:	436.65
57440	11/11/2016	PRTD	2549	ALEJANDRO ESPINOZA		99934	11/04/2016	21702029	111116	81.38
							CHECK	57440	TOTAL:	81.38
57441	11/11/2016	PRTD	247	FEDEX		5-569-99418	10/07/2016	21701885	111116	66.22
						5-585-74554	10/21/2016	21701887	111116	414.68
						5-578-41770	10/14/2016	21701886	111116	157.49
						5-571-11935/ENG	10/07/2016	21701955	111116	42.46
						5-577-60878/ENG	10/14/2016	21701955	111116	125.19
						5-584-97271/ENG	10/21/2016	21701955	111116	42.46
							CHECK	57441	TOTAL:	848.50
57442	11/11/2016	PRTD	4462	FERGUSON ENTERPRISES		3908025	10/18/2016	21701994	111116	56.15
							CHECK	57442	TOTAL:	56.15
57443	11/11/2016	PRTD	202	FIRST IMPERIAL CREDI		000000099985	11/10/2016		111116	4,025.05
							CHECK	57443	TOTAL:	4,025.05
57444	11/11/2016	PRTD	7441	JACK FLEMING		99889	11/03/2016	21702011	111116	71.00
							CHECK	57444	TOTAL:	71.00
57445	11/11/2016	PRTD	3767	FRANCHISE TAX BOARD		000000099990	11/10/2016		111116	442.84
							CHECK	57445	TOTAL:	442.84

CASH ACCOUNT: 000 101001 CASH - WELLS FARGO

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
57446	11/11/2016	PRTD	457	HACH COMPANY		10161123	10/21/2016	21701961	111116	298.54
							CHECK	57446	TOTAL:	298.54
57447	11/11/2016	PRTD	2170	HELIX LABORATORIES,		17155	10/13/2016	21701974	111116	7,631.81
							CHECK	57447	TOTAL:	7,631.81
57448	11/11/2016	PRTD	4982	HOME DEPOT		8972911	10/07/2016	21701998	111116	1,199.96
							CHECK	57448	TOTAL:	1,199.96
57449	11/11/2016	PRTD	461	IMPERIAL CO PUBLIC H		IN0025730	10/06/2016	21701894	111116	11.42
							CHECK	57449	TOTAL:	11.42
57450	11/11/2016	PRTD	205	IMPERIAL CO SHERIFF'		000000099986	11/10/2016		111116	350.00
							CHECK	57450	TOTAL:	350.00
57451	11/11/2016	PRTD	1701	IMPERIAL COUNTY RECO		MCGEE	10/03/2016	21701969	111116	62.00
							CHECK	57451	TOTAL:	62.00
57452	11/11/2016	PRTD	1701	IMPERIAL COUNTY RECO		C.AGUILAR	10/03/2016	21701970	111116	62.00
							CHECK	57452	TOTAL:	62.00
57453	11/11/2016	PRTD	148	IMPERIAL STORES		737171/5	10/24/2016	21701241	111116	5.88
						734980/5	09/30/2016	21701576	111116	4.05
						734510/5	09/26/2016	21701576	111116	27.11
						734509/5	09/26/2016		111116	-27.10
						734497/5	09/26/2016	21701576	111116	60.84
						733638/5	09/16/2016	21701575	111116	3.73
						734635/5	09/27/2016	21701575	111116	2.96
						734978/5	09/30/2016	21701575	111116	8.53

Attachment: November 2016 (2118 : Warrant Registers - November 2016)

CASH ACCOUNT: 000 101001 CASH - WELLS FARGO

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
						735303/5	10/04/2016	21701952	111116	8.38
						735278/5	10/04/2016	21702020	111116	24.09
							CHECK	57453	TOTAL:	118.47
57454	11/11/2016	PRTD	607	IMPERIAL VALLEY PRES		10980006	10/22/2016	21701964	111116	184.96
						10967692	09/18/2016	21701965	111116	2,264.66
							CHECK	57454	TOTAL:	2,449.62
57455	11/11/2016	PRTD	894	INTERNAL REVENUE SER		000000099987	11/10/2016		111116	85.00
							CHECK	57455	TOTAL:	85.00
57456	11/11/2016	PRTD	4727	IVROP		99893	10/17/2016	21701995	111116	200.00
							CHECK	57456	TOTAL:	200.00
57457	11/11/2016	PRTD	4406	LABRUCHERIE IRRIGATI		127815C	10/18/2016	21701992	111116	73.90
						127809C	10/18/2016	21701992	111116	340.28
							CHECK	57457	TOTAL:	414.18
57458	11/11/2016	PRTD	814	LOWE'S		908807	10/04/2016	21701967	111116	18.44
							CHECK	57458	TOTAL:	18.44
57459	11/11/2016	PRTD	276	MCNEECE BROS. OIL CO		841413	10/31/2016	21701956	111116	249.84
						662127	10/18/2016	21701957	111116	93.39
						662128	10/18/2016	21701957	111116	291.57
							CHECK	57459	TOTAL:	634.80
57460	11/11/2016	PRTD	5641	RICHARD MCNEES		99854	11/03/2016	21702001	111116	71.00
							CHECK	57460	TOTAL:	71.00

Attachment: November 2016 (2118 : Warrant Registers - November 2016)

CASH ACCOUNT: 000 101001 CASH - WELLS FARGO

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
57461	11/11/2016	PRTD	6438	MUNICIPAL MAINT EQUI		0114278-IN	10/25/2016	21702046	111116	846.36
							CHECK	57461	TOTAL:	846.36
57462	11/11/2016	PRTD	2219	MYGOV, LLC		1915/BLDG	11/01/2016	21701976	111116	1,250.00
							CHECK	57462	TOTAL:	1,250.00
57463	11/11/2016	PRTD	4453	NATIONWIDE RETIREMEN		000000099992	11/10/2016		111116	527.00
							CHECK	57463	TOTAL:	527.00
57464	11/11/2016	PRTD	7057	O'REILLY AUTO PARTS		4340-314293	10/19/2016	21701821	111116	184.10
						4340-315174	10/25/2016	21701821	111116	271.43
						4340-314237	10/19/2016	21701821	111116	56.43
						4340-314993	10/24/2016	21701821	111116	121.44
						4340-315046	10/24/2016	21701821	111116	235.68
						4340-314415	10/20/2016	21701821	111116	43.31
							CHECK	57464	TOTAL:	912.39
57465	11/11/2016	PRTD	7897	OFFICE SUPPLY COMPAN		WO-6795-1	11/07/2016	21702051	111116	49.67
						WO-6437-1	09/28/2016	21702013	111116	269.71
						OE-21100-1	09/23/2016	21701939	111116	239.83
						WO-6450-1	09/29/2016	21701939	111116	446.65
							CHECK	57465	TOTAL:	1,005.86
57466	11/11/2016	PRTD	5370	OVERLAND PACIFIC & C		1609210	10/11/2016	21702000	111116	3,130.00
							CHECK	57466	TOTAL:	3,130.00
57467	11/11/2016	PRTD	8013	PADRE USA		16002930	09/30/2016	21701662	111116	115.70
						16003048	10/13/2016	21702014	111116	35.64
						16002720	07/29/2016	21702014	111116	90.07

Attachment: November 2016 (2118 : Warrant Registers - November 2016)

CASH ACCOUNT: 000 101001 CASH - WELLS FARGO

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
						16002264	07/28/2016	21701941	111116	174.44
						16002849	09/21/2016	21702016	111116	56.14
							CHECK	57467	TOTAL:	471.99
57468	11/11/2016	PRTD	3940	POLYDYNE, INC.		1067379	08/04/2016	21701984	111116	2,856.60
							CHECK	57468	TOTAL:	2,856.60
57469	11/11/2016	PRTD	188	PUBLIC EMPLOYEES RET		000000099983	11/10/2016		111116	135,268.23
							CHECK	57469	TOTAL:	135,268.23
57470	11/11/2016	PRTD	3364	PYRAMID CONST.		16003R	09/09/2016	21701980	111116	61,606.21
							CHECK	57470	TOTAL:	61,606.21
57471	11/11/2016	PRTD	6036	RABOBANK		000000099994	11/10/2016		111116	1,473.71
							CHECK	57471	TOTAL:	1,473.71
57472	11/11/2016	PRTD	631	REFRIGERATION SUPPLI		3226426-00	09/28/2016	21701596	111116	105.14
						3226426-01	09/28/2016	21701596	111116	40.70
							CHECK	57472	TOTAL:	145.84
57473	11/11/2016	PRTD	2198	SAN DIEGO FRICTION P		23063691	10/18/2016	21701975	111116	51.95
							CHECK	57473	TOTAL:	51.95
57474	11/11/2016	PRTD	8250	SIGNATURE PROMOTIONA		230021	10/18/2016	21701766	111116	2,996.76
							CHECK	57474	TOTAL:	2,996.76
57475	11/11/2016	PRTD	213	SOUTHERN CALIFORNIA		04986508523/OCT2016	10/21/2016	21701954	111116	32.11
							CHECK	57475	TOTAL:	32.11

Attachment: November 2016 (2118 : Warrant Registers - November 2016)

CASH ACCOUNT: 000 101001 CASH - WELLS FARGO

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
57476	11/11/2016	PRTD	3519	SPECTRUM		12968	10/24/2016	21701552	111116	700.00
						12966	10/24/2016	21701981	111116	500.00
							CHECK	57476	TOTAL:	1,200.00
57477	11/11/2016	PRTD	5990	STATE DISBURSEMENT U		000000099993	11/10/2016		111116	4,764.88
							CHECK	57477	TOTAL:	4,764.88
57478	11/11/2016	PRTD	392	STATE OF CA. DEPT. O		190355	10/05/2016	21701959	111116	258.00
							CHECK	57478	TOTAL:	258.00
57479	11/11/2016	PRTD	3930	SUPERIOR READY MIX		809881	08/23/2016	21701983	111116	17.32
							CHECK	57479	TOTAL:	17.32
57480	11/11/2016	PRTD	322	SUPREME ELECTRICAL C		29274	10/12/2016	21701958	111116	738.07
							CHECK	57480	TOTAL:	738.07
57481	11/11/2016	PRTD	5776	MARCOS TARAZON		99861	10/27/2016	21701930	111116	54.00
							CHECK	57481	TOTAL:	54.00
57482	11/11/2016	PRTD	7817	TARGETSOLUTIONS LEAR		INV00000016427	10/01/2016	21702050	111116	4,148.00
							CHECK	57482	TOTAL:	4,148.00
57483	11/11/2016	PRTD	4062	TERMINIX OF IMPERIAL		01-0456399	10/20/2016	21701986	111116	42.00
						01-0456397	10/20/2016	21701987	111116	37.00
							CHECK	57483	TOTAL:	79.00
57484	11/11/2016	PRTD	6050	TIME WARNER CABLE		420010045113/SEP2016	10/08/2016	21702004	111116	175.46
						420010513490/NOV2016	10/14/2016	21702003	111116	119.99
							CHECK	57484	TOTAL:	295.45

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CASH ACCOUNT: 000 101001 CASH - WELLS FARGO

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
57485	11/11/2016	PRTD	5835	TRIDENT TECHNOLOGIES		2306397	10/03/2016	21701640	111116	278.62
							CHECK	57485	TOTAL:	278.62
57486	11/11/2016	PRTD	6289	U.S. BANK		02915257/9-22-16	09/22/2016	21701934	111116	1,773.42
						02898511/8-22-16	08/22/2016	21701933	111116	.99
						13840931/10-24/16(1)	10/24/2016	21702008	111116	548.96
						13840931/10-24/16(2)	10/24/2016	21702009	111116	1,318.20
						13840931/10-24-16(3)	10/24/2016	21702010	111116	349.00
						13840964/10-24-16	10/24/2016	21702007	111116	653.59
							CHECK	57486	TOTAL:	4,644.16
57487	11/11/2016	PRTD	355	UNDERGROUND SERV ALE		1020160233	11/01/2016	21700577	111116	121.50
							CHECK	57487	TOTAL:	121.50
57488	11/11/2016	PRTD	200	UNITED WAY OF IMPERI		000000099984	11/10/2016		111116	15.00
							CHECK	57488	TOTAL:	15.00
57489	11/11/2016	PRTD	528	WAXIE SANITARY SUPPL		76296560	10/20/2016	21701962	111116	247.70
							CHECK	57489	TOTAL:	247.70
57490	11/11/2016	PRTD	530	WEST 80 ELECTRIC		22172	10/06/2016	21701963	111116	396.60
							CHECK	57490	TOTAL:	396.60
57491	11/11/2016	PRTD	1925	WOOLFOLK'S WELDING A		1781	10/19/2016	21701973	111116	693.05
						1783	10/19/2016	21701972	111116	260.00
							CHECK	57491	TOTAL:	953.05

Attachment: November 2016 (2118 : Warrant Registers - November 2016)

NUMBER OF CHECKS 82 *** CASH ACCOUNT TOTAL *** 438,811.72

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	82	438,811.72

*** GRAND TOTAL *** 438,811.72

LF 11/10/16

11/10/16

11/10/2016 09:42 |CITY OF EL CENTRO |P 1
enunez |A/P CASH DISBURSEMENTS JOURNAL - 11/11/16 |apcshdsb

CASH ACCOUNT: 000 101001 CASH - WELLS FARGO

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
57492	11/11/2016	PRTD	1697	IMPERIAL COUNTY LAFC		ICSAP0416	05/11/2016	21606669	111116	2,708.29
							CHECK	57492 TOTAL:		2,708.29
57493	11/11/2016	PRTD	1751	TARGET CORPORATION		95977	06/23/2016	21607089	111116	6,757.70
							CHECK	57493 TOTAL:		6,757.70
						NUMBER OF CHECKS 2	*** CASH ACCOUNT TOTAL ***			9,465.99

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	2	9,465.99

*** GRAND TOTAL *** 9,465.99

VF 11/16

11/10/16

Attachment: November 2016 (2118 : Warrant Registers - November 2016)

11/17/2016 09:47 |CITY OF EL CENTRO |P 1
enunez |A/P CASH DISBURSEMENTS JOURNAL - 11/18/16 |apcshdsb

CASH ACCOUNT: 000 101001 CASH - WELLS FARGO

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
57494	11/18/2016	PRTD	6932	SUPERIOR READY MIX C		1967149	10/25/2016	21702048	111816	175.50
							CHECK	57494	TOTAL:	175.50
57495	11/18/2016	PRTD	1	A-MODERN SANITATION		36254 JI	10/14/2016	21701945	111816	145.05
						36255 JI	10/14/2016	21701945	111816	90.85
							CHECK	57495	TOTAL:	235.90
57496	11/18/2016	PRTD	5577	ADAMSON POLICE PRODU		INV227724	10/31/2016	21700563	111816	709.20
							CHECK	57496	TOTAL:	709.20
57497	11/18/2016	PRTD	6143	ADVANCE SERVICE INC.		27815	10/01/2016	21702005	111816	11,465.00
							CHECK	57497	TOTAL:	11,465.00
57498	11/18/2016	PRTD	1880	AFLAC CONTINENTAL AM		100115	10/20/2016	21702129	111816	375.18
							CHECK	57498	TOTAL:	375.18
57499	11/18/2016	PRTD	2403	AIRWAVE COMMUNICATIO		606479	10/31/2016	21701015	111816	280.00
						430962	10/17/2016	21700809	111816	2,806.74
							CHECK	57499	TOTAL:	3,086.74
57500	11/18/2016	PRTD	7928	AMERICA'S FINEST FIR		15M 748595	10/10/2016	21702098	111816	239.21
						15M 748596	10/10/2016	21702098	111816	265.67
						15M 748597	10/10/2016	21702098	111816	230.66
							CHECK	57500	TOTAL:	735.54
57501	11/18/2016	PRTD	7	AMERICAN LINEN		LYUM1097193	09/06/2016	21702017	111816	37.58
						LYUM1099125	09/13/2016	21702017	111816	47.41
						LYUM1101116	09/20/2016	21702017	111816	38.03
						LYUM1103044	09/27/2016	21702017	111816	47.41
						LYUM1105004	10/04/2016	21701948	111816	120.79

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CASH ACCOUNT: 000 101001 CASH - WELLS FARGO

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
					LYUM1106967	10/11/2016	21701948	111816	20.25
					LYUM1109020	10/18/2016	21701948	111816	118.44
					LYUM1110994	10/25/2016	21701948	111816	21.00
					LYUM1106165	10/07/2016	21701949	111816	39.68
					LYUM1105977	10/07/2016	21701949	111816	42.00
					LYUM1109014	10/18/2016	21702094	111816	11.09
					LYUM1110986	10/25/2016	21702094	111816	55.32
					LYUM1109018	10/18/2016	21702093	111816	22.88
					LYUM1110990	10/25/2016	21702093	111816	22.88
					LYUM1109015	10/18/2016	21702092	111816	3.05
					LYUM1110987	10/25/2016	21702092	111816	88.85
					LYUM1108388	10/18/2016	21702091	111816	160.00
					LYUM1109019	10/18/2016	21702091	111816	77.82
					LYUM1110991	10/25/2016	21702091	111816	74.54
					LYUM1110984	10/25/2016	21702090	111816	111.34
					LYUM1109016	10/18/2016	21702089	111816	68.24
					LYUM1110988	10/25/2016	21702089	111816	70.04
					LYUM1112719	10/28/2016	21702089	111816	1.19
					LYUM1108210	10/14/2016	21702055	111816	39.68
					LYUM1112943	11/01/2016	21702055	111816	119.97
					LYUM1109218	10/18/2016	21702055	111816	2.91
					LYUM1111753	10/27/2016	21702102	111816	146.23
					LYUM1111752	10/27/2016	21702102	111816	108.76
					LYUM1112660	10/28/2016	21702102	111816	15.30
					LYUM1113717	11/03/2016	21702102	111816	108.76
					LYUM1113927	11/03/2016	21702102	111816	5.52

CASH ACCOUNT: 000 101001 CASH - WELLS FARGO

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
						LYUM1113718	11/03/2016	21702102	111816	77.81
							CHECK	57501	TOTAL:	1,924.77
57502	11/18/2016	PRTD	1345	APPLIED INDUSTRIAL T		7009056065	10/21/2016	21702125	111816	91.84
						7009055988	10/21/2016	21702125	111816	129.39
							CHECK	57502	TOTAL:	221.23
57503	11/18/2016	PRTD	4170	AUTOZONE, INC.		2803756481	09/28/2016	21702035	111816	22.68
						2803754905	09/27/2016	21702035	111816	88.04
						2803756219	09/28/2016	21702035	111816	62.46
						2803756485	09/28/2016		111816	-11.34
						2803756221	09/28/2016		111816	-24.74
							CHECK	57503	TOTAL:	137.10
57504	11/18/2016	PRTD	7642	BAJA HEATING AND AIR		3103	10/26/2016	21702171	111816	550.00
							CHECK	57504	TOTAL:	550.00
57505	11/18/2016	PRTD	144	BAKERSFIELD PIPE & S		S2307459.001	10/25/2016	21702106	111816	30.52
						S2307459.003	10/28/2016	21702106	111816	486.00
						S2307459.002	10/26/2016	21702106	111816	648.19
							CHECK	57505	TOTAL:	1,164.71
57506	11/18/2016	PRTD	4828	CA ENVIRONMENTAL CON		3535	11/01/2016	21702154	111816	144.98
							CHECK	57506	TOTAL:	144.98
57507	11/18/2016	PRTD	860	CALIFORNIA PARK & RE		100091	08/17/2016	21702066	111816	940.00
							CHECK	57507	TOTAL:	940.00

Attachment: November 2016 (2118 : Warrant Registers - November 2016)

CASH ACCOUNT: 000 101001 CASH - WELLS FARGO

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
57508	11/18/2016	PRTD	5783	CALTEST ANALYTICAL L		563912	10/18/2016	21702166	111816	180.00
							CHECK	57508	TOTAL:	180.00
57509	11/18/2016	PRTD	41	CARQUEST AUTO PARTS		1879-277636	11/02/2016	21702103	111816	12.38
						1879-276523	10/05/2016	21701877	111816	338.18
							CHECK	57509	TOTAL:	350.56
57510	11/18/2016	PRTD	2701	CHEMTRADE CHEMICALS		91944288	10/18/2016	21702031	111816	3,874.83
							CHECK	57510	TOTAL:	3,874.83
57511	11/18/2016	PRTD	2636	CINTAS FIRST AID & S		8402924777	10/21/2016	21702096	111816	67.64
							CHECK	57511	TOTAL:	67.64
57512	11/18/2016	PRTD	54	CITY OF EL CENTRO-WA		785100	10/25/2016	21702056	111816	565.27
							CHECK	57512	TOTAL:	565.27
57513	11/18/2016	PRTD	3575	CLAIREMONT EQUIP REN		64727001	10/22/2016	21702143	111816	408.75
							CHECK	57513	TOTAL:	408.75
57514	11/18/2016	PRTD	650	CLINICAL LAB OF SAN		952530	10/12/2016	21702022	111816	310.00
							CHECK	57514	TOTAL:	310.00
57515	11/18/2016	PRTD	1371	CONSOLIDATED ELEC DI		1964-468649	10/26/2016	21702095	111816	139.49
							CHECK	57515	TOTAL:	139.49
57516	11/18/2016	PRTD	5483	CONTROL SYSTEM ENGIN		10312016	10/31/2016	21702163	111816	68.52
							CHECK	57516	TOTAL:	68.52
57517	11/18/2016	PRTD	1607	CURTIS ROADRUNNER LO		16423	09/30/2016	21701905	111816	143.20

Attachment: November 2016 (2118 : Warrant Registers - November 2016)

CASH ACCOUNT: 000 101001 CASH - WELLS FARGO

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
							CHECK	57517	TOTAL:	143.20
57518	11/18/2016	PRTD	8008	DESERT REPORTING		MG1027-28	11/10/2016	21702176	111816	1,100.00
							CHECK	57518	TOTAL:	1,100.00
57519	11/18/2016	PRTD	6166	DESERT VETERINARY GR		148413	09/30/2016	21701723	111816	38.00
						147429	09/09/2016	21701723	111816	31.00
						147890	09/20/2016	21701723	111816	37.00
							CHECK	57519	TOTAL:	106.00
57520	11/18/2016	PRTD	7774	DIGITAL BUSINESS SYS		180271	10/27/2016	21702084	111816	40.13
							CHECK	57520	TOTAL:	40.13
57521	11/18/2016	PRTD	5156	DION INTERNATIONAL T		03ECW1036	10/19/2016	21702078	111816	1,205.86
						03ECW1184	10/22/2016	21702077	111816	773.83
						03ECW1083	10/21/2016	21702077	111816	1,434.38
							CHECK	57521	TOTAL:	3,414.07
57522	11/18/2016	PRTD	3142	DYNALECTRIC SERV & S		8161058-01	07/25/2016	21702033	111816	5,491.00
						8161058-02	08/15/2016	21702033	111816	7,182.00
							CHECK	57522	TOTAL:	12,673.00
57523	11/18/2016	PRTD	3638	E.S. BABCOCK & SONS,		BJ62027-2683	10/24/2016	21702144	111816	435.00
							CHECK	57523	TOTAL:	435.00
57524	11/18/2016	PRTD	105	EL OASIS WATER		731250	10/31/2016	21702104	111816	29.63
							CHECK	57524	TOTAL:	29.63
57525	11/18/2016	PRTD	3157	FASTENAL COMPANY		CAEL178886	10/19/2016	21702142	111816	45.18
						CAEL178891	10/19/2016	21702142	111816	75.93

Attachment: November 2016 (2118 : Warrant Registers - November 2016)

CASH ACCOUNT: 000 101001 CASH - WELLS FARGO

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
						CAEL178908	10/19/2016	21702142	111816	10.58
						CAEL179025	10/26/2016	21702142	111816	6.48
						CAEL179030	10/26/2016	21702142	111816	12.96
						CAEL179013	10/26/2016	21702142	111816	40.53
						CAEL178984	10/25/2016	21702142	111816	69.00
						CAEL178279	09/19/2016	21701917	111816	63.24
							CHECK	57525	TOTAL:	323.90
57526	11/18/2016	PRTD	247	FEDEX		5-592-91059	10/28/2016	21702061	111816	43.62
							CHECK	57526	TOTAL:	43.62
57527	11/18/2016	PRTD	4462	FERGUSON ENTERPRISES		3882422	10/27/2016	21702097	111816	272.54
						3881056	10/25/2016	21702097	111816	915.82
						3875828	10/25/2016	21702097	111816	853.90
						2894236	10/19/2016	21702153	111816	307.63
							CHECK	57527	TOTAL:	2,349.89
57528	11/18/2016	PRTD	7877	FILTER SERVICE AND S		5462	10/01/2016	21702172	111816	160.00
							CHECK	57528	TOTAL:	160.00
57529	11/18/2016	PRTD	1459	FIRE ETC		94201	09/15/2016	21702069	111816	38.95
							CHECK	57529	TOTAL:	38.95
57530	11/18/2016	PRTD	1546	FIRE SERVICE CORP.		17M 748616	10/12/2016	21702070	111816	620.58
						18M 748635	10/12/2016	21702070	111816	641.54
						18M 748634	10/12/2016	21702070	111816	216.98
							CHECK	57530	TOTAL:	1,479.10

Attachment: November 2016 (2118 : Warrant Registers - November 2016)

CASH ACCOUNT: 000 101001 CASH - WELLS FARGO

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
57531	11/18/2016	PRTD	6113	HD SUPPLY WATERWORKS		F792728	08/09/2016	21702044	111816	839.81
							CHECK	57531 TOTAL:		839.81
57532	11/18/2016	PRTD	2771	HOLMAN PROF COUNSELI		INV2010887	11/01/2016	21702138	111816	6,883.25
						INV2010898	11/01/2016	21702138	111816	752.18
							CHECK	57532 TOTAL:		7,635.43
57533	11/18/2016	PRTD	4982	HOME DEPOT		4100604	10/21/2016	21701997	111816	44.47
						3110056	10/12/2016	21701927	111816	35.06
							CHECK	57533 TOTAL:		79.53
57534	11/18/2016	PRTD	1890	IFMC		513566	10/13/2016	21702130	111816	105.00
						513674	10/14/2016	21702130	111816	55.00
							CHECK	57534 TOTAL:		160.00
57535	11/18/2016	PRTD	5398	IMP VALLEY ENVIRONME		8403	10/25/2016	21702162	111816	3,412.00
							CHECK	57535 TOTAL:		3,412.00
57536	11/18/2016	PRTD	2517	IMPERIAL COUNTY HEAL		18007	10/13/2016	21702028	111816	780.00
							CHECK	57536 TOTAL:		780.00
57537	11/18/2016	PRTD	145	IMPERIAL IRRIGATION		3034482/SEPT2016	10/05/2016	21702018	111816	27,412.00
							CHECK	57537 TOTAL:		27,412.00
57538	11/18/2016	PRTD	148	IMPERIAL STORES		737312/5	10/26/2016	21702019	111816	51.52
						736589/5	10/18/2016	21702058	111816	13.42
						736534/5	10/17/2016	21702058	111816	7.67
						736650/5	10/18/2016	21702058	111816	21.34
						736040/5	10/12/2016	21702059	111816	41.50

Attachment: November 2016 (2118 : Warrant Registers - November 2016)

CASH ACCOUNT: 000 101001 CASH - WELLS FARGO

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
					736486/5	10/17/2016	21702059	111816	38.35
					736727/5	10/19/2016	21702059	111816	63.53
					737595/5	10/28/2016	21702059	111816	58.80
					737474/5	10/27/2016	21702059	111816	26.41
					737241/5	10/25/2016	21702108	111816	130.14
					737854/5	11/01/2016	21702108	111816	95.69
					737583/5	10/28/2016	21702108	111816	82.90
					737922/5	11/01/2016	21702108	111816	19.21
					736858/5	10/20/2016	21701882	111816	7.69
					736824/5	10/20/2016	21701882	111816	7.69
					735585/5	10/06/2016	21701881	111816	59.52
						CHECK	57538	TOTAL:	725.38
57539	11/18/2016	PRTD	607 IMPERIAL VALLEY PRES		10985574	11/05/2016	21702119	111816	268.02
					10985576	11/05/2016	21702120	111816	184.96
					10985575	11/05/2016	21702121	111816	849.42
						CHECK	57539	TOTAL:	1,302.40
57540	11/18/2016	PRTD	141 IMPERIAL VALLEY TERM		238794	10/03/2016	21702057	111816	39.00
					238795	10/04/2016	21702057	111816	39.00
					238796	10/12/2016	21702057	111816	75.00
						CHECK	57540	TOTAL:	153.00
57541	11/18/2016	PRTD	4406 LABRUCHERIE IRRIGATI		126214C	09/24/2016	21701991	111816	25.92
					127748C	10/17/2016	21702036	111816	50.13
					126714C	10/03/2016	21702037	111816	35.25
					126060C	09/21/2016	21702037	111816	1,069.34
					128434C	10/26/2016	21702038	111816	95.17

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CASH ACCOUNT: 000 101001 CASH - WELLS FARGO

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
						128442C	10/26/2016	21702038	111816	147.50
						128644C	10/28/2016	21702151	111816	224.12
						128864C	11/01/2016	21702151	111816	354.32
						114812C	02/02/2016	21702151	111816	85.56
							CHECK	57541	TOTAL:	2,087.31
57542	11/18/2016	PRTD	814	LOWE'S		902430	10/17/2016	21701966	111816	15.41
						978912	10/20/2016	21701966	111816	486.78
						909375	10/10/2016	21701900	111816	6.15
						910370	10/18/2016	21701901	111816	13.33
							CHECK	57542	TOTAL:	521.67
57543	11/18/2016	PRTD	1330	LUXE WATER SOLUTIONS		2941	10/16/2016	21702068	111816	170.64
							CHECK	57543	TOTAL:	170.64
57544	11/18/2016	PRTD	8170	MARIA R. LOPEZ CONSU		100169	11/01/2016	21702177	111816	700.00
							CHECK	57544	TOTAL:	700.00
57545	11/18/2016	PRTD	5820	MCCAIN INC.		INV0214058	10/28/2016	21701465	111816	583.20
							CHECK	57545	TOTAL:	583.20
57546	11/18/2016	PRTD	4438	MCKENNA ENGR & EQUIP		2450	10/30/2016	21702152	111816	5,637.08
							CHECK	57546	TOTAL:	5,637.08
57547	11/18/2016	PRTD	276	MCNEECE BROS. OIL CO		841411	10/31/2016	21702062	111816	1,578.14
						661802	10/14/2016		111816	-65.25
						662847	11/01/2016	21702113	111816	224.80
							CHECK	57547	TOTAL:	1,737.69

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CASH ACCOUNT: 000 101001 CASH - WELLS FARGO

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
57548	11/18/2016	PRTD	8205	MICHAEL BAKER INTERN		958803	11/02/2016	21702178	111816	25,598.47
							CHECK	57548	TOTAL:	25,598.47
57549	11/18/2016	PRTD	8269	AMBER MORENO		100108	11/07/2016	21702088	111816	103.30
							CHECK	57549	TOTAL:	103.30
57550	11/18/2016	PRTD	2363	MUNICIPAL EMERGENCY		IN1067317	09/26/2016	21702072	111816	1,574.64
							CHECK	57550	TOTAL:	1,574.64
57551	11/18/2016	PRTD	485	MYRIAD INDUSTRIES, I		6068	10/31/2016	21702116	111816	174.51
							CHECK	57551	TOTAL:	174.51
57552	11/18/2016	PRTD	487	NATIONAL FIRE PROTEC		6813909X	11/07/2016	21702064	111816	1,345.50
							CHECK	57552	TOTAL:	1,345.50
57553	11/18/2016	PRTD	7897	OFFICE SUPPLY COMPAN		WO-6538-1	10/07/2016	21701938	111816	327.74
							CHECK	57553	TOTAL:	327.74
57554	11/18/2016	PRTD	3700	ONE SOURCE DISTRIBUT		S5281496.002	10/19/2016	21701982	111816	477.13
						S5291083.001	10/05/2016	21702034	111816	46.38
							CHECK	57554	TOTAL:	523.51
57555	11/18/2016	PRTD	8013	PADRE USA		16003051	10/13/2016	21702086	111816	84.02
						16003049	10/13/2016	21702087	111816	64.56
						16003028	10/13/2016	21701940	111816	182.80
							CHECK	57555	TOTAL:	331.38
57556	11/18/2016	PRTD	3940	POLYDYNE, INC.		1087745	10/28/2016	21702146	111816	2,856.60
							CHECK	57556	TOTAL:	2,856.60

Attachment: November 2016 (2118 : Warrant Registers - November 2016)

CASH ACCOUNT: 000 101001 CASH - WELLS FARGO

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
57557	11/18/2016	PRTD	6362	PREFERRED BENEFIT IN		EIA18980	11/01/2016	21702170	111816	12,544.59
							CHECK	57557	TOTAL:	12,544.59
57558	11/18/2016	PRTD	8173	KARLA PRICE		100110	09/20/2016	21701512	111816	1,539.40
							CHECK	57558	TOTAL:	1,539.40
57559	11/18/2016	PRTD	3121	PRO RECORD STORAGE &		17722	11/01/2016	21702140	111816	76.01
							CHECK	57559	TOTAL:	76.01
57560	11/18/2016	PRTD	293	QUILL CORPORATION		1191936	10/20/2016	21702063	111816	16.18
							CHECK	57560	TOTAL:	16.18
57561	11/18/2016	PRTD	631	REFRIGERATION SUPPLI		3226604-00	10/25/2016	21702065	111816	487.91
						3227367-00	10/24/2016	21702065	111816	654.70
							CHECK	57561	TOTAL:	1,142.61
57562	11/18/2016	PRTD	7638	MATTHEW RYCKMAN		804324	09/20/2016	21702083	111816	80.00
							CHECK	57562	TOTAL:	80.00
57563	11/18/2016	PRTD	309	SAN DIEGO POLICE EQU		625110	11/01/2016	21700552	111816	2,844.08
						625158	11/01/2016	21700552	111816	935.41
						624686	09/24/2016	21700552	111816	1,926.15
						624594	09/22/2016	21700552	111816	2,112.48
						924613	09/21/2016	21700552	111816	15,971.13
							CHECK	57563	TOTAL:	23,789.25
57564	11/18/2016	PRTD	330	SHERWIN WILLIAMS CO.		9924-7	09/22/2016	21702021	111816	94.02
							CHECK	57564	TOTAL:	94.02

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CASH ACCOUNT: 000 101001 CASH - WELLS FARGO

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
57565	11/18/2016	PRTD	2820	SIERRA AIR		48993	11/04/2016	21702073	111816	808.07
							CHECK	57565	TOTAL:	808.07
57566	11/18/2016	PRTD	213	SOUTHERN CALIFORNIA		02222688000/OCT2016	10/18/2016	21702060	111816	74.64
						09772541000/OCT2016	10/17/2016	21702060	111816	70.84
						12964862366/OCT2016	10/21/2016	21702060	111816	68.70
							CHECK	57566	TOTAL:	214.18
57567	11/18/2016	PRTD	3408	STATE FIRE TRAINING		100201	10/15/2016	21702074	111816	40.00
						100202	10/19/2016	21702074	111816	40.00
						100203	08/29/2016	21702074	111816	40.00
						100204	09/07/2016	21702074	111816	40.00
						100205	09/09/2016	21702074	111816	40.00
						100207	10/03/2016	21702074	111816	40.00
							CHECK	57567	TOTAL:	240.00
57568	11/18/2016	PRTD	392	STATE OF CA. DEPT. O		196487	11/02/2016	21702115	111816	128.00
							CHECK	57568	TOTAL:	128.00
57569	11/18/2016	PRTD	979	SWRCB		LW-1007367	10/19/2016	21702025	111816	9,988.40
						EW-1006567	10/19/2016	21702025	111816	11,640.30
							CHECK	57569	TOTAL:	21,628.70
57570	11/18/2016	PRTD	2506	T-MOBILE		558080132/SEPT2016	09/24/2016	21701911	111816	36.56
							CHECK	57570	TOTAL:	36.56
57571	11/18/2016	PRTD	4062	TERMINIX OF IMPERIAL		01-0456400	10/20/2016	21701985	111816	42.00
						01-0456396	10/20/2016	21701985	111816	35.00
						01-0153566	10/20/2016	21701985	111816	48.00

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CASH ACCOUNT: 000 101001 CASH - WELLS FARGO

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
						01-0456401	10/20/2016	21701985	111816	42.00
						01-0456395	10/20/2016	21701985	111816	35.00
						01-0456398	10/20/2016	21701922	111816	42.00
						01-0456391	10/20/2016	21701922	111816	20.00
							CHECK	57571	TOTAL:	264.00
57572	11/18/2016	PRTD	4918	CHRIS A. TEWALT		980536	11/03/2016	21702156	111816	1,000.00
							CHECK	57572	TOTAL:	1,000.00
57573	11/18/2016	PRTD	6289	U.S. BANK		01044893/10-24-16(1)	10/24/2016	21701274	111816	726.92
						01044893/10-24-16(2)	10/24/2016	21702045	111816	240.74
						01391591/10-24-16(1)	10/24/2016	21702100	111816	1,066.88
						19877119/9-22-16(1)	09/22/2016	21701725	111816	100.92
						19877119/9-22-16(2)	09/22/2016	21701730	111816	2,072.46
						00479996/10-24-16(1)	10/24/2016	21702079	111816	1,821.82
						13840790/7-22-16(2)	07/22/2016	21702169	111816	99.00
						02830951/10-24-16	10/24/2016	21702081	111816	188.47
						13840949/9-22-16	09/22/2016	21701932	111816	253.93
							CHECK	57573	TOTAL:	6,571.14
57574	11/18/2016	PRTD	8216	URBAN CROSSROADS, IN		28111	11/01/2016	21702180	111816	675.00
						28143	11/01/2016	21702179	111816	245.00
							CHECK	57574	TOTAL:	920.00
57575	11/18/2016	PRTD	4585	USA BLUE BOOK		84489	10/13/2016	21702039	111816	731.06
							CHECK	57575	TOTAL:	731.06

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11/17/2016 09:47 |CITY OF EL CENTRO |P 14
enunez |A/P CASH DISBURSEMENTS JOURNAL - 11/18/16 |apcshdsb

CASH ACCOUNT: 000 101001 CASH - WELLS FARGO

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
57576	11/18/2016	PRTD	4647	VERIZON WIRELESS		9772821982	09/28/2016	21702099	111816	3,468.32
							CHECK	57576	TOTAL:	3,468.32
57577	11/18/2016	PRTD	189	VISION SERVICE PLAN		120073400001/OCT2016	10/28/2016	21702109	111816	3,897.54
						120073400002/NOV2016	10/20/2016	21702109	111816	1,217.58
							CHECK	57577	TOTAL:	5,115.12
57578	11/18/2016	PRTD	3971	VWR INTERNATIONAL, I		8046677037	11/01/2016	21702148	111816	730.89
							CHECK	57578	TOTAL:	730.89
57579	11/18/2016	PRTD	1925	WOOLFOLK'S WELDING A		478	10/07/2016	21702132	111816	933.05
							CHECK	57579	TOTAL:	933.05
57580	11/18/2016	PRTD	380	WYMORE, INC.		1184832	10/11/2016	21702114	111816	10.80
						1185157	10/25/2016	21702114	111816	76.41
							CHECK	57580	TOTAL:	87.21

NUMBER OF CHECKS 87 *** CASH ACCOUNT TOTAL *** 219,098.55

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	87	219,098.55

*** GRAND TOTAL *** 219,098.55

11/17/16

Attachment: November 2016 (2118 : Warrant Registers - November 2016)

11/22/2016 13:56 |CITY OF EL CENTRO |P 1
enunez |A/P CASH DISBURSEMENTS JOURNAL - 11/25/16 |apcshdsb

CASH ACCOUNT: 000 101001 CASH - WELLS FARGO

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
57581	11/25/2016	PRTD	701	ABDO-SPOTLIGHT-MAGIC		206482	09/30/2016	21702123	112516	1,252.74
							CHECK	57581	TOTAL:	1,252.74
57582	11/25/2016	PRTD	5615	ABTECH SUPPORT INC.		M611036-IN	11/01/2016	21702241	112516	379.00
							CHECK	57582	TOTAL:	379.00
57583	11/25/2016	PRTD	2403	AIRWAVE COMMUNICATIO		430967	10/18/2016	21702219	112516	70.00
						430968	10/18/2016	21702219	112516	204.91
							CHECK	57583	TOTAL:	274.91
57584	11/25/2016	PRTD	7928	AMERICA'S FINEST FIR		18M 748645	10/14/2016	21702259	112516	1,417.66
							CHECK	57584	TOTAL:	1,417.66
57585	11/25/2016	PRTD	7	AMERICAN LINEN		LYUM1106136	10/07/2016	21702185	112516	85.49
						LYUM1108177	10/14/2016	21702185	112516	161.61
						LYUM1110140	10/21/2016	21702185	112516	126.80
						LYUM1112113	10/28/2016	21702185	112516	176.83
						LYUM1105001	10/04/2016	21702184	112516	38.03
						LYUM1106962	10/11/2016	21702184	112516	51.35
						LYUM1109017	10/18/2016	21702184	112516	38.03
						LYUM1110989	10/25/2016	21702184	112516	47.41
						LYUM1114957	11/08/2016	21702183	112516	107.64
						LYUM1110996	10/25/2016	21702183	112516	46.59
						LYUM1112944	11/01/2016	21702183	112516	47.11
						LYUM1109021	10/18/2016	21702183	112516	46.59
							CHECK	57585	TOTAL:	973.48
57586	11/25/2016	PRTD	1727	AMSTERDAM PRINTING		5392392	09/22/2016	21702128	112516	990.95

Attachment: November 2016 (2118 : Warrant Registers - November 2016)

CASH ACCOUNT: 000 101001 CASH - WELLS FARGO

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
							CHECK		57586 TOTAL:	990.95
57587	11/25/2016	PRTD	878	APCO INTERNATIONAL I		365214	10/03/2016	21702211	112516	413.00
							CHECK		57587 TOTAL:	413.00
57588	11/25/2016	PRTD	8105	ARAG LLC		000000100421	11/22/2016		112516	714.50
							CHECK		57588 TOTAL:	714.50
57589	11/25/2016	PRTD	4922	BAKER & TAYLOR		5014276001	09/22/2016	21702157	112516	149.93
							CHECK		57589 TOTAL:	149.93
57590	11/25/2016	PRTD	2098	RAY BONILLAS		100315	10/26/2016	21702218	112516	1,000.00
							CHECK		57590 TOTAL:	1,000.00
57591	11/25/2016	PRTD	4970	BRODART CO.		448970	09/23/2016	21702161	112516	868.28
							CHECK		57591 TOTAL:	868.28
57592	11/25/2016	PRTD	1197	DIANE CALDWELL		100423	11/21/2016	21702336	112516	545.05
							CHECK		57592 TOTAL:	545.05
57593	11/25/2016	PRTD	2091	CALPERS 457 PLAN		000000100414	11/22/2016		112516	375.00
							CHECK		57593 TOTAL:	375.00
57594	11/25/2016	PRTD	1167	MANUELA CARRILLO		000000100413	11/22/2016		112516	222.50
							CHECK		57594 TOTAL:	222.50
57595	11/25/2016	PRTD	5635	THE *CHILDS WORLD		NA134180	10/05/2016	21702165	112516	333.61
							CHECK		57595 TOTAL:	333.61
57596	11/25/2016	PRTD	54	CITY OF EL CENTRO-WA		788962	10/25/2016	21702186	112516	127.31
						788961	10/25/2016	21702186	112516	126.46

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CASH ACCOUNT: 000 101001 CASH - WELLS FARGO

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
								CHECK	57596 TOTAL:	253.77
57597	11/25/2016	PRTD	650	CLINICAL LAB OF SAN		953018	11/10/2016	21702207	112516	790.00
								CHECK	57597 TOTAL:	790.00
57598	11/25/2016	PRTD	2551	COAST TO COAST COMPU		A1548312	09/30/2016	21702136	112516	167.40
								CHECK	57598 TOTAL:	167.40
57599	11/25/2016	PRTD	1637	COAST TO COAST SOLUT		IVC0076156	08/30/2016	21702127	112516	887.05
								CHECK	57599 TOTAL:	887.05
57600	11/25/2016	PRTD	2434	COSTCO		2017-001	11/07/2016	21702292	112516	554.63
								CHECK	57600 TOTAL:	554.63
57601	11/25/2016	PRTD	2470	COUNTY OF SAN DIEGO,		17ELCNPDN04	11/01/2016	21702220	112516	3,052.50
								CHECK	57601 TOTAL:	3,052.50
57602	11/25/2016	PRTD	5540	AMANDA CURIEL		100318	10/26/2016	21702240	112516	1,000.00
								CHECK	57602 TOTAL:	1,000.00
57603	11/25/2016	PRTD	1871	DANIELS TIRE SERVICE		227031227	11/08/2016	21700697	112516	20.00
						227031119	11/04/2016	21700697	112516	20.00
								CHECK	57603 TOTAL:	40.00
57604	11/25/2016	PRTD	4933	DEMCO, INC.		5986539	10/17/2016	21702160	112516	106.55
						5980442	10/07/2016	21702159	112516	339.37
								CHECK	57604 TOTAL:	445.92
57605	11/25/2016	PRTD	6166	DESERT VETERINARY GR		149125	10/18/2016	21702247	112516	44.00
						150167	11/04/2016	21702247	112516	30.00

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
							CHECK		57605 TOTAL:	74.00
57606	11/25/2016	PRTD	7774	DIGITAL BUSINESS SYS		181571	11/03/2016	21702255	112516	85.51
						179437	10/21/2016	21702256	112516	76.31
							CHECK		57606 TOTAL:	161.82
57607	11/25/2016	PRTD	2777	DJ CHEVRON SERVICE		2088	10/05/2016	21702226	112516	621.00
							CHECK		57607 TOTAL:	621.00
57608	11/25/2016	PRTD	4228	ECRMC FOUNDATION		000000100417	11/22/2016		112516	33.00
							CHECK		57608 TOTAL:	33.00
57609	11/25/2016	PRTD	1921	EL CENTRO GREYHOUND		555705	10/01/2016	21702131	112516	32.00
							CHECK		57609 TOTAL:	32.00
57610	11/25/2016	PRTD	245	EMPIRE SOUTHWEST		EPWK0395415	09/22/2016	21702199	112516	138.00
						EPWK0394823	09/12/2016	21702198	112516	1,412.00
						EPWK0394822	09/12/2016	21702198	112516	138.00
						EPWK0395009	09/15/2016	21702198	112516	1,519.23
						EPWK0395209	09/20/2016	21702198	112516	37.00
						EPWK0395603	09/26/2016	21702198	112516	1,658.08
							CHECK		57610 TOTAL:	4,902.31
57611	11/25/2016	PRTD	247	FEDEX		5-600-94997	11/04/2016	21702110	112516	66.22
						5-593-64474	10/28/2016	21702110	112516	61.81
						5-577-91920	10/14/2016	21702200	112516	151.33
							CHECK		57611 TOTAL:	279.36
57612	11/25/2016	PRTD	4462	FERGUSON ENTERPRISES		3887151	10/12/2016	21702233	112516	20.79
						3913617	10/19/2016	21702233	112516	26.07

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
								CHECK	57612 TOTAL:	46.86
57613	11/25/2016	PRTD	8069	FERNANDO RUIZ, INC.		130608	11/01/2016	21702263	112516	485.00
								CHECK	57613 TOTAL:	485.00
57614	11/25/2016	PRTD	202	FIRST IMPERIAL CREDI		000000100410	11/22/2016		112516	4,025.05
								CHECK	57614 TOTAL:	4,025.05
57615	11/25/2016	PRTD	3767	FRANCHISE TAX BOARD		000000100416	11/22/2016		112516	342.84
								CHECK	57615 TOTAL:	342.84
57616	11/25/2016	PRTD	121	GIO'S MOBILE HOME ES		98700300/OCT2016	11/16/2016	21702188	112516	32.69
								CHECK	57616 TOTAL:	32.69
57617	11/25/2016	PRTD	8006	THE HARTFORD		375377911580	11/16/2016	21702260	112516	5,576.47
						279669311867	11/16/2016	21702260	112516	4,810.24
								CHECK	57617 TOTAL:	10,386.71
57618	11/25/2016	PRTD	6113	HD SUPPLY WATERWORKS		G339652	11/02/2016	21702245	112516	89.08
						G075233	11/10/2016	21702245	112516	2,317.41
						G282879	11/10/2016	21702245	112516	2,728.09
						G376734	11/10/2016	21702245	112516	222.70
								CHECK	57618 TOTAL:	5,357.28
57619	11/25/2016	PRTD	136	HOUR PHOTO		3822	10/31/2016	21702189	112516	34.56
								CHECK	57619 TOTAL:	34.56
57620	11/25/2016	PRTD	205	IMPERIAL CO SHERIFF'		000000100411	11/22/2016		112516	350.00
								CHECK	57620 TOTAL:	350.00

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
57621	11/25/2016	PRTD	1541	IMPERIAL COUNTY TRAN		17-13	11/01/2016	21702215	112516	5,185.63
							CHECK	57621	TOTAL:	5,185.63
57622	11/25/2016	PRTD	4966	IMPERIAL LANDFILL		4136-000015045	10/15/2016	21702239	112516	105.85
							CHECK	57622	TOTAL:	105.85
57623	11/25/2016	PRTD	146	IMPERIAL PRINTERS		91866	09/19/2016	21702107	112516	129.60
						92641	10/19/2016	21702191	112516	68.33
						92563	10/18/2016	21702192	112516	1,674.00
							CHECK	57623	TOTAL:	1,871.93
57624	11/25/2016	PRTD	148	IMPERIAL STORES		735613/5	10/07/2016	21701798	112516	55.15
						736073/5	10/12/2016	21702194	112516	8.58
						737966/5	11/02/2016	21702194	112516	42.94
						738019/5	11/02/2016	21702194	112516	17.92
						736678/5	10/19/2016	21702194	112516	58.00
						736789/5	10/20/2016	21702194	112516	9.83
						736810/5	10/20/2016	21702194	112516	16.42
							CHECK	57624	TOTAL:	208.84
57625	11/25/2016	PRTD	607	IMPERIAL VALLEY PRES		100264	11/14/2016	21702122	112516	149.04
						10976120	10/11/2016	21702206	112516	226.49
							CHECK	57625	TOTAL:	375.53
57626	11/25/2016	PRTD	141	IMPERIAL VALLEY TERM		239699	11/07/2016	21702105	112516	38.00
						239698	11/07/2016	21702105	112516	128.00
						238734	10/25/2016	21702190	112516	95.00
						239641	11/04/2016	21702190	112516	47.00

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
						239640	11/04/2016	21702190	112516	50.00
							CHECK	57626	TOTAL:	358.00
57627	11/25/2016	PRTD	4925	INGRAM LIBRARY SERVI		94758106	09/08/2016	21702158	112516	21.26
						94758107	09/08/2016	21702158	112516	24.08
						95007214	09/26/2016	21702158	112516	542.33
						95025086	09/27/2016	21702158	112516	77.90
							CHECK	57627	TOTAL:	665.57
57628	11/25/2016	PRTD	894	INTERNAL REVENUE SER		000000100412	11/22/2016		112516	85.00
							CHECK	57628	TOTAL:	85.00
57629	11/25/2016	PRTD	4714	IVEDC		100330	11/15/2016	21702305	112516	200.00
							CHECK	57629	TOTAL:	200.00
57630	11/25/2016	PRTD	4727	IVROP		100396	10/17/2016	21702237	112516	125.00
							CHECK	57630	TOTAL:	125.00
57631	11/25/2016	PRTD	3760	JADE SECURITY SYSTEM		123183	08/10/2016	21702145	112516	24.99
						125176	10/10/2016	21702145	112516	24.99
							CHECK	57631	TOTAL:	49.98
57632	11/25/2016	PRTD	7609	JAMES R. HOWARD, DUM		230371	11/01/2016	21702254	112516	293.00
							CHECK	57632	TOTAL:	293.00
57633	11/25/2016	PRTD	821	JCI JONES CHEMICALS,		703398	10/10/2016	21702210	112516	11,725.20
						703410	10/10/2016		112516	-6,000.00
							CHECK	57633	TOTAL:	5,725.20

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
57634	11/25/2016	PRTD	4406	LABRUCHERIE IRRIGATI		128970C	11/03/2016	21702232	112516	12.95
						129169C	11/07/2016	21702232	112516	42.60
						129422C	11/10/2016	21702232	112516	46.19
						128825C	11/01/2016	21702232	112516	111.39
						128898C	11/02/2016	21702232	112516	193.75
							CHECK	57634	TOTAL:	406.88
57635	11/25/2016	PRTD	3809	LEXIS-NEXIS		3090722537	10/31/2016	21702299	112516	318.00
							CHECK	57635	TOTAL:	318.00
57636	11/25/2016	PRTD	1036	LINSCOTT LAW & GREEN		32656-00103	11/08/2016	21702287	112516	2,299.00
							CHECK	57636	TOTAL:	2,299.00
57637	11/25/2016	PRTD	814	LOWE'S		902150	10/05/2016	21702209	112516	3.78
						902198.	10/05/2016	21702209	112516	31.32
						902173	10/10/2016	21702209	112516	9.99
							CHECK	57637	TOTAL:	45.09
57638	11/25/2016	PRTD	730	MASTERS CONSTRUCTION		1648	11/04/2016	21702023	112516	132.64
							CHECK	57638	TOTAL:	132.64
57639	11/25/2016	PRTD	276	MCNEECE BROS. OIL CO		841412	10/31/2016	21702112	112516	5,512.91
							CHECK	57639	TOTAL:	5,512.91
57640	11/25/2016	PRTD	5516	MIDAMERICA BOOKS		398262	10/04/2016	21702164	112516	990.39
							CHECK	57640	TOTAL:	990.39
57641	11/25/2016	PRTD	6250	MOSS, LEVY & HARTZHE		7084	10/31/2016	21702248	112516	20,000.00

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
							CHECK		57641 TOTAL:	20,000.00
57642	11/25/2016	PRTD	2219	MYGOV, LLC		1915/PW	11/01/2016	21702134	112516	1,000.00
							CHECK		57642 TOTAL:	1,000.00
57643	11/25/2016	PRTD	4453	NATIONWIDE RETIREMEN		000000100418	11/22/2016		112516	527.00
							CHECK		57643 TOTAL:	527.00
57644	11/25/2016	PRTD	8270	NEAR-CAL CORP.		1656	11/09/2016	21702101	112516	367.14
							CHECK		57644 TOTAL:	367.14
57645	11/25/2016	PRTD	7897	OFFICE SUPPLY COMPAN		WO-6716-1	10/27/2016	21702174	112516	373.08
						OE-21881-1	11/07/2016	21702317	112516	43.95
						OE-20996-1	09/21/2016	21702175	112516	18.12
						OE-21736-1	10/17/2016	21702175	112516	23.72
							CHECK		57645 TOTAL:	458.87
57646	11/25/2016	PRTD	7897	360 BUSINESS PRODUCT		WO-6876-1	11/15/2016	21702173	112516	259.19
							CHECK		57646 TOTAL:	259.19
57647	11/25/2016	PRTD	8013	PADRE USA		16003078	10/17/2016	21702261	112516	244.99
						16002982	10/11/2016	21702261	112516	529.26
							CHECK		57647 TOTAL:	774.25
57648	11/25/2016	PRTD	3093	PENWORTHY COMPANY		21702139	10/21/2016	21702139	112516	810.85
							CHECK		57648 TOTAL:	810.85
57649	11/25/2016	PRTD	3121	PRO RECORD STORAGE &		17660	11/01/2016	21702295	112516	186.82
						17605	11/01/2016	21701807	112516	3.30
						17689	11/01/2016	21702141	112516	88.88

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
								CHECK	57649 TOTAL:	279.00
57650	11/25/2016	PRTD	5865	PSOMAS		120374	07/21/2016	21702244	112516	10,034.07
								CHECK	57650 TOTAL:	10,034.07
57651	11/25/2016	PRTD	188	PUBLIC EMPLOYEES RET		000000100408	11/22/2016		112516	157,810.71
								CHECK	57651 TOTAL:	157,810.71
57652	11/25/2016	PRTD	1977	PUENTE DEL SOL, LLC		T0004476/NOV2016	10/27/2016	21702133	112516	11,763.36
								CHECK	57652 TOTAL:	11,763.36
57653	11/25/2016	PRTD	6036	RABOBANK		000000100420	11/22/2016		112516	1,473.71
								CHECK	57653 TOTAL:	1,473.71
57654	11/25/2016	PRTD	5738	RADCO, INC.		1682	11/04/2016	21702042	112516	204.88
								CHECK	57654 TOTAL:	204.88
57655	11/25/2016	PRTD	4832	RAINBOW PRINTING		152842	11/03/2016	21702155	112516	1,100.00
								CHECK	57655 TOTAL:	1,100.00
57656	11/25/2016	PRTD	316	SHELL FLEET CARD SER		65904344610	10/06/2016	21702202	112516	214.20
								CHECK	57656 TOTAL:	214.20
57657	11/25/2016	PRTD	3519	SPECTRUM		12986	11/07/2016	21700240	112516	2,580.00
						12993	11/10/2016	21701552	112516	500.00
								CHECK	57657 TOTAL:	3,080.00
57658	11/25/2016	PRTD	5990	STATE DISBURSEMENT U		000000100419	11/22/2016		112516	4,764.88
								CHECK	57658 TOTAL:	4,764.88

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
57659	11/25/2016	PRTD	3345	TEAMSTERS LOCAL UNIO		000000100415	11/22/2016		112516	1,617.00
							CHECK		57659 TOTAL:	1,617.00
57660	11/25/2016	PRTD	4062	TERMINIX OF IMPERIAL		01-0456404	10/20/2016	21702149	112516	45.00
							CHECK		57660 TOTAL:	45.00
57661	11/25/2016	PRTD	4602	THE PIN CENTER		1116037	11/09/2016	21702303	112516	154.85
							CHECK		57661 TOTAL:	154.85
57662	11/25/2016	PRTD	6289	U.S. BANK		13841046/9-22-16	09/22/2016	21702168	112516	75.52
						13841046/10-24-16	10/24/2016	21702168	112516	59.18
						01391591/10-24-16(2)	10/24/2016	21702312	112516	547.48
						02327677/10-24-16(1)	10/24/2016	21702313	112516	253.55
						13840956/10-24-16(1)	10/24/2016	21702080	112516	197.96
						13840956/10-24-16(2)	10/24/2016	21702082	112516	120.06
						13840790/10-24-16(1)	10/24/2016	21701488	112516	580.00
						00031433/10-24-16	10/24/2016	21702249	112516	79.00
						18552838/10-24-16(1)	10/24/2016	21702251	112516	818.98
						18552838/10-24-16(2)	10/24/2016	21701482	112516	2,071.15
						18552838/10-24-16(3)	10/24/2016	21701483	112516	478.14
						18552838/10-24-16(4)	10/24/2016	21701484	112516	760.32
						18552838/10-24-16(5)	10/24/2016	21701486	112516	799.20
							CHECK		57662 TOTAL:	6,840.54
57663	11/25/2016	PRTD	2781	UNITED PARCEL SERVIC		15275W436	10/22/2016	21702227	112516	38.58
						15275W446	10/29/2016	21702228	112516	52.14
							CHECK		57663 TOTAL:	90.72

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CASH ACCOUNT: 000 101001 CASH - WELLS FARGO

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
57664	11/25/2016	PRTD	200	UNITED WAY OF IMPERI		000000100409	11/22/2016		112516	15.00
							CHECK		57664 TOTAL:	15.00
57665	11/25/2016	PRTD	2723	USI		0381222800017	10/19/2016	21702137	112516	312.25
							CHECK		57665 TOTAL:	312.25
57666	11/25/2016	PRTD	528	WAXIE SANITARY SUPPL		76310650	10/27/2016	21702118	112516	171.04
						76323398	11/03/2016	21702118	112516	116.49
						76261024	10/04/2016	21702117	112516	117.27
						76019272/CR	10/05/2016		112516	-52.38
						75985531/CR	10/05/2016		112516	-26.19
							CHECK		57666 TOTAL:	326.23
57667	11/25/2016	PRTD	2466	WESTERN MICROGRAPHIC		22240	08/31/2016	21702135	112516	4,048.92
							CHECK		57667 TOTAL:	4,048.92
57668	11/25/2016	PRTD	2382	WEX BANK		47562566	10/25/2016	21700579	112516	4.00
							CHECK		57668 TOTAL:	4.00
57669	11/25/2016	PRTD	380	WYMORE, INC.		1184954	10/17/2016	21702204	112516	18.36
							CHECK		57669 TOTAL:	18.36
57670	11/25/2016	PRTD	1780	VICENTE ZAMBRANO		949922	11/04/2016	21702290	112516	250.00
							CHECK		57670 TOTAL:	250.00

Attachment: November 2016 (2118 : Warrant Registers - November 2016)

NUMBER OF CHECKS 90 *** CASH ACCOUNT TOTAL *** 297,865.78

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	90	297,865.78

*** GRAND TOTAL *** 297,865.78

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11/22/16

11/22/2016 15:05 | CITY OF EL CENTRO | P 1
enunez | A/P CASH DISBURSEMENTS JOURNAL - 11/25/16 | apcshdsb

CASH ACCOUNT: 000 101001 CASH - WELLS FARGO

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
57671	11/25/2016	PRTD	4814	CHICAGO TITLE CO.		7101609827-1	06/15/2016	21606782	112516	1,200.00
							CHECK	57671 TOTAL:		1,200.00
57672	11/25/2016	PRTD	1051	UNION PACIFIC RAILRO		28166	04/06/2011	21106683	112516	545.00
							CHECK	57672 TOTAL:		545.00
						NUMBER OF CHECKS 2	*** CASH ACCOUNT TOTAL ***			1,745.00

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	2	1,745.00

*** GRAND TOTAL *** 1,745.00

LF 11/22/16

11/22/16

Attachment: November 2016 (2118 : Warrant Registers - November 2016)

SCHEDULED
ACTION ITEM (ID # 2147)

Approval of City Council Minutes of November 1, 2016, November 8, 2016 and November 15, 2016.

CITY MANAGER'S RECOMMENDATION:

Approval of City Council Minutes of November 1, 2016, November 8, 2016 and November 15, 2016.

ATTACHMENTS:

- 11-01-16 CC Minutes (PDF)
- 11-08-16 ADJ. MEETING CC Minutes (PDF)
- 11-15-16 CC Minutes (PDF)

REGULAR MEETING
EL CENTRO CITY COUNCIL/CITY COUNCIL AS SUCCESSOR
AGENCY TO THE REDEVELOPMENT AGENCY/SUCCESSOR HOUSING AGENCY
CITY HALL, COUNCIL CHAMBERS, 1275 MAIN STREET, EL CENTRO
TUESDAY, NOVEMBER 1, 2016 11:30 A.M.

The El Centro City Council/City Council as Successor Agency to the Redevelopment Agency/Housing Agency met in regular session on Tuesday, November 1, 2016, at 11:33 a.m. in Conference Room "A", El Centro City Hall, 1275 Main Street, El Centro, California.

PRESENT: Council: Silva, Cardenas, Jackson, Viegas-Walker, Garcia
Deputy City Clerk Wyles, Acting City Manager Eddie Madueno, City Attorney Martyn Evans
ABSENT: None

Closed Session Public Comment
None

CITY COUNCIL CLOSED SESSION

Moved by Cardenas, second by Silva, to adjourn into closed session for:

ANTICIPATED LITIGATION
The City Council will recess to closed session with its attorney regarding anticipated litigation in that:

Significant Exposure To Litigation Against The City. A point has been reached where, in the opinion of the City Council on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the City. There are **two** such potential cases. (Government Code §54956.9(d)(2).

PERSONNEL MATTERS
The City Council will recess to closed session pursuant to Government Code Section 54957 to consider the evaluation of the performance of the **City Manager.**

Motion unanimously carried. All Members present.

Closed Session concluded at 1:15 p.m.

Reconvened 6:00 p.m. for Open Session.

The El Centro City Council/City Council as Successor Agency to the Redevelopment Agency/Housing Agency met in regular session on Tuesday, November 1, 2016 at 6:03 p.m. in Council Chambers , El Centro City Hall, 1275 Main Street, El Centro, California.

PRESENT: Council: Silva, Cardenas, Jackson, Viegas-Walker, Garcia
Deputy City Clerk Wyles, Acting City Manager Madueno, City Attorney Evans
ABSENT: None

Pledge of Allegiance to the flag of the United States of America was led by Council Member Garcia.

Invocation was given by Mayor Pro-Tem Cardenas.

Attachment: 11-01-16 CC Minutes (2147 : City Council Minutes of November 1st, 8th and 15th)

CITY ATTORNEY REPORT ON CLOSED SESSION
City Attorney Evans reported there was no reportable action coming from closed session.

PRESENTATIONS AND ANNOUNCEMENTS BY MAYOR

1. Certificate of Presentation to Hailey Contreras for Outstanding Academic Achievement and Winner of the 2016 National History Day Award – Deferred Miss Contreras was unavailable to accept.

SCHEDULED PUBLIC COMMENTS

2. El Centro Chamber of Commerce Monthly Report – No month report was given.

3. Presentation of the El Centro Regional Medical Center Annual Report 2015-2016 was made by Adolphe Edwards, CEO.

CONSENT AGENDA:
Moved by Garcia, second by Cardenas, approval of consent agenda as presented.

4. Acceptance of Rebeca Dennis' resignation from the Imperial Valley Housing Authority effective October 25, 2016, with regrets, and authorize City Clerk to advertise the unscheduled vacancy.

5. 2nd Reading and Adoption of **Ordinance No. 16-12,** ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL CENTRO REPEALING CHAPTER 16, ARTICLE VI, DIVISION 1 AND 2 ENTITLED "MASSAGE PARLORS" AND REENACTING CHAPTER 16, ARTICLE VI, DIVISION 1 AND 2 OF THE CITY CODE RELATING TO MASSAGE ESTABLISHMENTS AND THERAPISTS, waive reading and adopt by title only.

6. 2nd Reading and Adoption of **Ordinance No. 16-13**, ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL CENTRO AMENDING SECTION 29-61.1(b) OF DIVISION 3, ARTICLE II AND SECTION 29-162 OF DIVISION 9, ARTICLE III OF CHAPTER 29 RELATING TO MASSAGE ESTABLISHMENT AND THERAPISTS, waive reading and adopt by title only.

7. Approval of City Council Minutes of September 6, 2016, September 20, 2016 and October 4, 2016.

8. Adoption of **Resolution No. 16-93**, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. 0O76 TO THE ADMINISTERING AGENCY-STATE AGREEMENT FOR STATE FUNDED PROJECTS NO. 00294S WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION

9. Adoption of **Resolution No. 16-94 ,** RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. 0O75 TO THE ADMINISTERING AGENCY-STATE AGREEMENT FOR STATE FUNDED PROJECTS NO. 00294S WITH THE WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION

10. Approval of the requested sponsorship from the Imperial County Gang Intelligence Coalition for the 2nd Annual Gangs and Transnational Crime Conference in the amount of $500.00.

11. Acceptance of the annual Development Impact Fee and Water/Wastewater Capacity Fee information report for fiscal year June 30, 2016

Attachment: 11-01-16 CC Minutes (2147 : City Council Minutes of November 1st, 8th and 15th)

12. Adoption of **Resolution No. 16-95**, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING AN AGREEMENT FOR THE PURCHASE OF REAL PROPERTY WITH JANYCE L. WILSON.

13. Acceptance of the independent auditor's report (Deloitte & Touche, LLP) for the fiscal year end June 30, 2016 financial statements for El Centro Regional Medical Center ("the Medical Center").

AYES: Silva, Cardenas, Jackson, Viegas-Walker, Garcia
NOES: None
ABSENT: None
ABSTAINED: None

UNFINISHED BUSINESS

14. Presentation by Norma Villicana, Director of Community Development. This item was continued from October 18, 2016 meeting where Council requested revisions to the Ordinances presented and direction was given to staff to come back with revised Ordinances pertaining to personal cultivation of marijuana should proposed Proposition 64 pass. Proposed Ordinances presented tonight, Interim **Ordinance No. 1** regulates personal indoor cultivation of marijuana, prohibits personal outdoor cultivation, prohibits use in City facilities, and establishes standards; Proposed Interim **Ordinance No. 2** regulates personal indoor cultivation of marijuana, regulates personal outdoor cultivation and prohibits use in City facilities and establishes standards. After much City Council discussion amongst themselves, Mayor opened the meeting up to individuals wishing to speak. The following individuals spoke on the issue: Francisco Andrade (spoke in favor of outdoor cultivation of plants), Alex Morales and Marci Morales (had questions regarding excise taxes and how this vote tonight would affect medical marijuana), Larry Roben (against recreational use of marijuana). After public comments, City Council discussion continued.

Moved by Viegas-Walker, second by Cardenas, to adopt **Ordinance No.** 1 which regulates personal indoor cultivation of marijuana, and bans outdoor personal cultivation. City Council discussion continued after motion and second. Due to the possible 3/2 vote and not the required 4/5 vote needed, City Attorney suggested that modifications could be made to either Ordinance No. 1 or No. 2 or a new Ordinance #3 could be developed in order to create an Ordinance that could be adopted to have an enforceable Ordinance in place before November 9th . Council Member Silva stated for the record: "I'm also acting on what I believe is in the best interest of our community we just see it differently. I believe that, I'm not acting any other way but what I believe is in the best interest of our Police Department and be able to gather the resources to address the negative impacts of this, so I just want to make sure that I put that on the record". Mayor Jackson stated for the record, "I believe that you are, I don't mean to suggest that you are not, I just think there's a lot of factual things that are right in our midst including our Chief, you know we trust our Chief and our Commanders to protect us and provide that service to our residents, and I am inclined to listen to him and his command staff that tells me that this is a bad thing for our City and this is a bad thing for our residents". After additional discussion the following vote was taken:

AYES: Cardenas, Jackson, Viegas-Walker
NOES: Silva, Garcia
ABSENT: None
ABSTAINED: None

Attachment: 11-01-16 CC Minutes (2147 : City Council Minutes of November 1st, 8th and 15th)

Motion failed due to a 3/2 vote. Mayor Jackson suggested that Council continue with agenda items #15, 16 & 17, and return to item #14 for continued discussion and possible new vote on new Option #3 Ordinance being developed by City Attorney which would regulate indoor cultivation and set

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perimeters. Jim Minnix, Imperial County Planning Director spoke on the issue and stated that the County is currently researching the issue. Item was continued to later in the meeting (see below).

NEW BUSINESS

15. Presentation by Liz Zarate, Management Assistant, Marissa Rodriguez and Mary Solorio, SAVAPA Representatives regarding the request for sponsorship from SAVAPA Dance of Southwest High School to attend workshops that will be held on April 21-26, 2017 in Hawaii.

No action taken – Item died due to lack of a motion or second. Request for sponsorship was not considered as the Community Sponsorship Fund was designed to provide funds for Non-Profit Groups to provide additional services to the Community. Council Members were in favor of personally donating (using personal funds) to fund this request. Mayor requested contact information for SAVAPA Representatives be given to the City Clerk or City Manager's Office.

16. Moved by Silva, second by Garcia, **appointment of Tim Blankenship** to fill the unscheduled vacancy on the Personnel Appeals Board with term ending April 15, 2017.
AYES: Silva, Cardenas, Jackson, Viegas-Walker, Garcia
NOES: None
ABSENT: None
ABSTAINED: None

Moved by Cardenas, second by Viegas-Walker, **reappointment of Darian Dax Chell** to a four (4) year term ending October 3, 2020.
AYES: Silva, Cardenas, Jackson, Viegas-Walker, Garcia
NOES: None
ABSENT: None
ABSTAINED: None

Mayor deferred the appointment of the unscheduled vacancy on the Planning Commission to November 15, 2016. Council Member to reach out to their groups and possibly get additional applications from individuals interested in serving on the Planning Commission.

17. Moved by Garcia, second by Silva, approval of the **appointment of Mayor Pro-Tem Cardenas as Delegate for the upcoming National League of Cities (NLC) Annual Business Meeting** at the conclusion of the City Summit (formerly the Congress of Cities), in Pittsburgh, Pennsylvania , November 16-19, 2016.
AYES: Silva, Cardenas, Jackson, Viegas-Walker, Garcia
NOES: None
ABSENT: None
ABSTAINED: None

Recess was called at 7:50 p.m. - 8:00 p.m.

Attachment: 11-01-16 CC Minutes (2147 : City Council Minutes of November 1st, 8th and 15th)

CONTINUATION OF ITEM #14

14. City Attorney presented Option #1 Ordinance, Option #2 Ordinance and new Option #3 Ordinance and explained the differences. Mayor Jackson stated for the record " I'm not going to support anything unless it is all of it, so I don't know if there is anybody else that's in that majority, but taking that one item, I mean, my biggest heartburn is the fact that we have plants outside. We've all talked about the fact the people are jumping fences and we are going to have heightened property crime we don't have a lot of heartache with the indoor use and the indoor cultivation, I mean, I do, but, I'm willing to I guess allow that because it's going to be hard in my opinion and I think in Chief's opinion almost impossible to regulate and we're not going to be turning into a Gestapo state where we are going to be having search warrants and going into people's houses to see if they are doing indoor cultivation. So, my problem is with the outdoor cultivation. I will not in good conscience I just won't support anything unless it has that component where we ban outdoor cultivation". City Council continued with discussion regarding the presented Ordinances.

    Moved by Garcia, second by Silva, approval of the regulation of indoor cultivation (Option #3) Ordinance which leaves the outdoor regulation unaddressed. Additional discussion continued and no final vote was taken as it was anticipated that the final vote would be 3/2, Mayor Jackson deferred this item to November 8th at 5:00 pm. Council directed Staff to try to gather as much information in regard to what the potential of revenue stream could be, how that revenue stream is going to be allocated, and how we are going to be dictated on how it will be spent.

INFORMATIONAL ITEMS

18. Received and referred to Community Development Department /Planning Department, Application for Alcoholic Beverage License – CVS Pharmacy #10831, Garfield Beach, CVS LLC, 1745 S. Imperial Avenue, El Centro, CA 92243-4243.

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
No business scheduled.

SUCCESSOR AGENCY HOUSING AGENCY
No business scheduled.

PUBLIC COMMENTS:

a. Presentation by Sean Wilcock, Representing IVEDC and Imperial Regional Alliance -501C3 Organization partnering with IVEDC, regarding California Competes Program, Small Business Resource Fair held on September 29, 2016, and the San Diego Regional Energy Innovation Cluster. Imperial Regional Alliance requested City Council to consider contributing funding in its next budget (2017) for a new Imperial Valley Small Business Development Center.

b. Patricia Reece, spoke and encouraged the City Council to ban the growing of marijuana.

c. Francisco Andrade spoke again in favor of outdoor cultivating as it is more hazardous and more dangerous to grow indoors.

Attachment: 11-01-16 CC Minutes (2147 : City Council Minutes of November 1st, 8th and 15th)

TASK FORCE AND MAYOR & COUNCIL MEMBERS REPORTS

Garcia: Announced he attended on Thursday, the Harding School Halloween Carnival; Attended the Fall Festival at St. Peter and Paul Episcopal Church; Announced ICLEA also had their Imperial County Law Enforcement Association had their Halloween Party.

Viegas-Walker: Announced she participated in the Womanhaven Center for Family Solutions 13th Annual March Against Domestic Violence; Attended on October 21st the Annual MANA Event in which Norma Villicana was honored; Announced on October 22nd she was a moderator for the 7th Annual Imperial County Environmental Health Leadership Summit in Brawley; Reported on the ICTC meeting and thanked Norma Villicana for being in attendance and requested that ICTC look to identify funding for assistance for security at the Bus Transfer Terminal. Attended the Kensei Event at Southwest Theater; Also attended the Womanhaven 2nd Annual "Remember My Name" Event; Attended and reported on the League of California Cities Divisional Dinner/Meeting; Reported she participated in the HPUD Parade; Announced she has been accepted as a California Connections Fellow-Leadership Education Program. It will be a five (5) series of seminars starting tomorrow in the Bay Area/Silicon Valley and will be leaving early tomorrow to attend. Announcement to place on calendar: SCAG 7th Southern California Economic Summit, Thursday, December 1st 9:00 a.m. -2:00p.m. at the LA Hotel.

Cardenas: Reported he attended Molina Healthcare Community of Champions Event, nice event; Attended Public Safety Task Force Meeting; Attended the League of California Cities Divisional Meeting thanked Council Member Viegas-Walker, Ms. Villicana and Ms. Piedra for being in attendance; Participated in the Annual City Employees Halloween Potluck; Looking forward to Dia de los Muertos event tomorrow at 5:00 p.m; Commented that he enjoys working with the other Council Members and appreciates how civil, professional and respectful of their position/seats.

Silva: Announced on October 20th he attended City and Consulate worked together on the Mexican Movie Poster Exhibition; Attended MANA Event where Norma Villicana was recognized for her accomplishments and leadership in our Community- very well deserved; Announced Dia de los Muertos event tomorrow night; Reported that the official signing of the MOU has been rescheduled to November 18th and officials from the Mexican government will be in attendance.

Jackson: Attended the MANA event where Norma Villicana was recognized for her accomplishments; Attended the Public Safety Task Force; Progress report on the Veterans Memorial was given; Thanked Mayor Pro-Tem Cardenas for filling in at the League of California Cities League Dinner and Molina Healthcare Dinner.

ADJOURNMENT

Moved by Garcia, second by Cardenas, at 9:05 p.m. to adjourn to Tuesday, November 8, 2016 at 5:00 p.m. City Council Chambers. Unanimously carried. All members present.

_____
L. Diane Caldwell, City Clerk

APPROVED BY:

_____
Jason Jackson, Mayor

Attachment: 11-01-16 CC Minutes (2147 : City Council Minutes of November 1st, 8th and 15th)

ADJOURNED REGULAR MEETING
EL CENTRO CITY COUNCIL
CITY HALL, COUNCIL CHAMBERS, 1275 MAIN STREET, EL CENTRO
TUESDAY, NOVEMBER 8, 2016 5:00 P.M.

The El Centro City Council met in adjourned regular session on Tuesday, November 8, 2016, at 5:03 p.m. in Council Chambers, El Centro City Hall, 1275 Main Street, El Centro, California.

PRESENT: Council: Silva, Cardenas, Jackson, Viegas-Walker, Garcia
City Clerk Caldwell, City Attorney Martyn Evans
ABSENT: City Manager Duran

Pledge of Allegiance to the flag of the United States of America was led by Council Member Silva.

Invocation was given by Council Member Viegas-Walker.

ADDED CLOSED SESSION ITEM:

Mayor Jackson announced that there is a need **to add a closed session item,** and that the need arose after the agenda was posted.

Moved by Viegas-Walker, second Cardenas to add a closed session item pursuant to Government Code Section 54957 regarding public employment and the title of the position is **City Manager**.

AYES: Silva, Cardenas, Jackson, Viegas-Walker, Garcia
NOES: None
ABSENT: None
ABSTAINED: None

UNFINISHED BUSINESS

1. Continued item from October 18, 2016 and November 1, 2016 regarding Proposition 64, Control, Regulate and Tax Adult Use of Marijuana Act. Presentation of the revised two (2) Ordinances and new Ordinance #3 by Norma Villicana, Director of Community Development. Ms. Villicana answered questions regarding the requirements to be eligible to receive grant funds for general law enforcement services from the Marijuana Tax Fund and explained that should the City not meet the requirements the City would be still be eligible for special funds through the California Highway Patrol for Training and DUI enforcement. Discussion was also held regarding an excise tax. Mayor Jackson opened up discussion to anyone wishing to speak regarding the item. Francisco Andrade spoke in favor of commercial growing of marijuana and prior to the meeting, City Council received an email (on file with the City Clerk) from David and Shawn Angulo (against all marijuana cultivation).

   Moved by Viegas-Walker, second by Cardenas, approval of Ordinance #1, **Ordinance No. 16-14,** AN INTERIM ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL CENTRO REGULATING PERSONAL INDOOR CULTIVATION OF MARIJUANA AND BANNING OUTDOOR PERSONAL CULTIVATION AND BANNING MARIJUANA USE IN CITY FACILITIES AND DECLARING THE URGENCY THEREOF

Attachment: 11-08-16 ADJ. MEETING CC Minutes (2147 : City Council Minutes of November 1st, 8th and 15th)

AYES: Silva, Cardenas, Jackson, Viegas-Walker, Garcia
NOES: None
ABSENT: None
ABSTAINED: None

PUBLIC COMMENTS:
None

COUNCIL MEMBER REPORTS:

Jackson: Encouraged all to vote today; Announced the unveiling of the Veterans' Memorial is on Friday at 9:30 a.m. at Bucklin Park.

Viegas-Walker: Commended Mayor for his vision for getting the Veterans' Memorial completed and asks staff for a status update at a December meeting on the Plank Park. Announced she will not be in town on Friday to attend the unveiling of the Veterans' Memorial.

Silva: Announced he will not be in attendance for the City Council meeting on December 6th as he will be attending a conference for IVC.

CLOSED SESSION

Moved by Viegas-Walker, second by Silva, at 5:25 p.m. to adjourn into closed session pursuant to Government Code Section 54957 regarding public employment and the title of the position is **City Manager**.
Motion unanimously carried. All Members present.

OPEN SESSION

City Council reconvened into open session at 6:15 p.m.

Mayor Jackson read the following closed session announcement: *City of El Centro City Manager announces his retirement City of El Centro, California November 8, 2016. El Centro City Manager Ruben A. Duran notified the City Council today of his retirement effective November 29, 2016. Mr. Duran has been with the City since October 2003. Mayor Jason Jackson stated the City Council immediately will begin search for a new City Manager and at its November 15th meeting will review options for the appointment of an interim City Manager.*

ADJOURNMENT
With no other business coming from closed session, the meeting was adjourned at 6:16 p.m.

_____
L. Diane Caldwell, City Clerk

APPROVED BY:

_____
Jason Jackson, Mayor

Attachment: 11-08-16 ADJ. MEETING CC Minutes (2147 : City Council Minutes of November 1st, 8th and 15th)

REGULAR MEETING
EL CENTRO CITY COUNCIL/CITY COUNCIL AS SUCCESSOR
AGENCY TO THE REDEVELOPMENT AGENCY/SUCCESSOR HOUSING AGENCY
CITY HALL, COUNCIL CHAMBERS, 1275 MAIN STREET, EL CENTRO
TUESDAY, NOVEMBER 15, 2016 11:30 A.M.

The El Centro City Council/City Council as Successor Agency to the Redevelopment Agency/Housing Agency met in regular session on Tuesday, November 15, 2016, at 11:32 a.m. in Conference Room "A", El Centro City Hall, 1275 Main Street, El Centro, California.

PRESENT: Council: Silva, Viegas-Walker, Garcia
City Clerk Caldwell, City Manager Duran, City Attorney Martyn Evans
ABSENT: Cardenas and Jackson -arrived at 11:45 a.m.

Closed Session Public Comment
None

CITY COUNCIL CLOSED SESSION

Moved by Viegas-Walker, second by Silva, to adjourn into closed session for:

PERSONNEL MATTERS
The City Council will recess to closed session pursuant to Government Code Section 54957 (b)(1) to consider PUBLIC EMPLOYMENT to the position of City Manager and consider PUBLIC EMPLOYEE APPOINTMENT to the position of Interim/Deputy City Manager.

Motion unanimously carried. Mayor Jackson and Mayor Pro-tem Cardenas absent.

Closed Session concluded at 1:00 p.m.

Reconvened 6:00 p.m. for Open Session.

The El Centro City Council/City Council as Successor Agency to the Redevelopment Agency/Housing Agency met in regular session on Tuesday, November 15, 2016 at 6:03 p.m. in Council Chambers , El Centro City Hall, 1275 Main Street, El Centro, California.

PRESENT: Council: Silva, Jackson, Viegas-Walker, Garcia
City Clerk Caldwell, City Manager Duran, City Attorney Evans
ABSENT: Cardenas

Pledge of Allegiance to the flag of the United States of America was led by Council Member Garcia.

Invocation was given by Council Member Viegas-Walker.

Attachment: 11-15-16 CC Minutes (2147 : City Council Minutes of November 1st, 8th and 15th)

CITY ATTORNEY REPORT ON CLOSED SESSION

City Attorney Evans reported that Council is taking action to appoint an Interim City Manager who will also serve as the Deputy City Manager and for that reason will ask that you add an agenda item which is a resolution which appoints the Deputy City Manager. In addition, there is another item to add to the agenda because the request for action came in after the agenda was posted. It is a request for additional deferral of fair share fees by Surya Hospitality which is the owner and operator of the Hampton Inn and the City Manager will have a presentation.

ADDED ITEMS

Moved by Viegas-Walker, second by Garcia to add to the agenda the following:

a) Resolution 16- , Establishing the Compensation and Employment Terms for the Position of Deputy City Manager , and;

b) Request by Surya Hospitality (Hampton Inn) for the additional deferral of fair share fees (this request came in after the agenda was posted).

AYES: Silva, Jackson, Viegas-Walker, Garcia
NOES: None
ABSENT: Cardenas
ABSTAINED: None

PRESENTATIONS AND ANNOUNCEMENTS BY MAYOR

1. Commander Ramirez introduced new El Centro Police Enforcement Officer, Marcos Platero.

ADDED AGENDA ITEMS

A. Presentation by City Manager Ruben Duran regarding Surya Hospitality's (Hampton Inn) request for additional deferral of the payment of $330,000 for Dogwood Bridge Fair Share Fees. City Manager stated that based on his review and discussion with the City Attorney all previously approved Council policies on economic development assistance have been provided for this project and, therefore, he found no policy in place that would require further action. City Manager further explained that the City is being asked to act as a bank, which is not a role that we have ever taken on and is not part of our policy. Therefore, City Manager recommended that no further action be taken on this matter and it be tabled for lack of policy. City Council directed Staff to communicate to the Hampton Inn that City Council will not be taking action on this request for deferral.

B. Presentation by City Attorney Evans and City Manager Duran stated for the record that pursuant to the Charter he is recommending the appointment of Marcela Piedra as Deputy City Manager and the contract must be approved by the City Council.
Moved by Silva, second by Viegas-Walker, approval of **Resolution No. 16-96**, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO ESTABLISHING THE COMPENSATION AND EMPLOYMENT TERMS FOR THE POSITION OF DEPUTY CITY MANAGER (Marcela Piedra).

AYES: Silva, Jackson, Viegas-Walker, Garcia
NOES: None
ABSENT: Cardenas
ABSTAINED: None

Attachment: 11-15-16 CC Minutes (2147 : City Council Minutes of November 1st, 8th and 15th)

RECOGNITION OF RETIRING CITY MANAGER DURAN

City of El Centro presented City Manager Ruben Duran with a watch and his lovely wife Pam with a bouquet of flowers on behalf of City of El Centro. Refreshments followed after presentations.

Recess was called from 6:32 p.m.- 6:43 p.m.

City Council reconvened at 6:43 p.m. All Present. City Manager Duran was absent for the remainder of the meeting.

SCHEDULED PUBLIC COMMENTS

2. Presentation by Commander Ramirez regarding the Center for Public Safety Management (CPSM) Police Operations and Data Analysis Report.

CONSENT AGENDA:

Moved by Viegas-Walker, second by Silva, approval of consent agenda items #3-#9. Item #10 was pulled for discussion and acted upon by separate action.

3. Approval of Payroll Registers for the month of October 2016

4. Approval Treasurer's Report for the Month of October 2016

5. Approval Warrant Registers for the Month of October 2016

6. Adoption of **Resolution No. 16-97**, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA., APPROVING THE DESTRUCTION OF EL CENTRO POLICE DEPARTMENT AUDIO RECORDS FROM 2011-2013.

7. Adoption of **Resolution No. 16-98**, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO ACCEPTING GRANT FUNDS ALLOCATED FROM THE DEPARTMENT OF HOMELAND SECURITY FOR OPERATION STONEGARDEN 2015

8. Adoption of **Resolution No. 16-99**, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. 0099 TO THE ADMINISTERING AGENCY-STATE AGREEMENT FOR STATED FUNDED PROJECTS NO. 00294S WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION

9. Approval of proposal from Empire Machinery for the purchase of one (1) 2016 Caterpillar 304E2 Hydraulic Excavator using the City of Tucson's contract as permitted by City Code Section 2-183 in the amount of $60,496.17 .

*10. See below

AYES: Silva, Jackson, Viegas-Walker, Garcia
NOES: None
ABSENT: Cardenas
ABSTAINED: None

Attachment: 11-15-16 CC Minutes (2147 : City Council Minutes of November 1st, 8th and 15th)

ITEM PULLED FOR DISCUSSION

*10. Adoption of **Resolution No. 16-100**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF EL CENTRO AND THE COUNTY OF IMPERIAL BY AND THROUGH ITS PUBLIC HEALTH DEPARTMENT FOR THE ESTABLISHMENT OF A SAFE ROUTES TO SCHOOL PROGRAM

City Council requested a presentation in January 2017 by Imperial County Public Health Department with regard to services they will be providing and allocation of funding.
AYES: Silva, Jackson, Viegas-Walker, Garcia
NOES: None
ABSENT: Cardenas
ABSTAINED: None

UNFINISHED BUSINESS

11. Moved by Silva, second by Viegas-Walker, approval of appointment of David Dale to fill the unscheduled vacancy on the Planning Commission with term ending on October 3, 2019.
AYES: Silva, Jackson, Viegas-Walker, Garcia
NOES: None
ABSENT: Cardenas
ABSTAINED: None

NEW BUSINESS

12. Award of the Ross Avenue Improvements Projects STPL-5169(047) was pulled by staff and will be rescheduled for December 6, 2016 agenda. **No action taken**.

13. Moved by Viegas-Walker, second by Garcia, approval of **Resolution No. 16-101**, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO AWARDING THE BID AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR THE PUMP STATION #2 RELOCATION PROJECT TO A&R CONSTRUCTION (in the amount of $3,403,139.00).
AYES: Silva, Jackson, Viegas-Walker, Garcia
NOES: None
ABSENT: Cardenas
ABSTAINED: None

14. Presentation by Terry Hagen, PE, Public Works Director/City Engineer regarding the resolution of necessity for the acquisition of eminent domain of real property located at 2010 W. Main Street, APN 052-775-011. Mayor Jackson opened the meeting for comments from the owner or public. Seeing no one come forward to speak, the following action was taken:

Moved by Viegas-Walker , second by Silva, approval of **Resolution No. 16-102**, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, DECLARING THE PUBLIC INTEREST AND NECESSITY IN ACQUISITION BY EMINENT DOMAIN OF REAL PROPERTY LOCATED AT 2010 W. MAIN STREET, 052-775-011.
AYES: Silva, Jackson, Viegas-Walker, Garcia
NOES: None
ABSENT: Cardenas
ABSTAINED: None

Attachment: 11-15-16 CC Minutes (2147 : City Council Minutes of November 1st, 8th and 15th)

15. Presentation by Terry Hagen, PE, Public Works Director/City Engineer regarding the resolution of necessity for the acquisition by eminent domain of real property located at 234 S. La Brucherie Avenue, 052-792-013; 266 S. La Brucherie Avenue, 052-792-014, 298 S. La Brucherie, 052-792-015. Mayor Jackson opened the meeting for comments from the owner and public. Property Owner John Aguilar, questioned who is responsible for the demolishing of the home and had concerns regarding the amount being compensated for the homes (larger house is being compensated at a lower amount than the smaller house). Discussion continued between Council and Owner. Staff to continue working with our attorneys and owner's attorneys to reach a mutually agreed price with the owner.

Moved by Viegas-Walker, second by Silva, approval of **Resolution No. 16-103,** RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, DECLARING THE PUBLIC INTEREST AND NECESSITY IN ACQUISITION BY EMINENT DOMAIN OF REAL PROPERTY LOCATED AT 234 S. LA BRUCHERIE, 052-792-013; 266 S. LA BRUCHERIE, 052-792-014; 298 S. LA BRUCHERIE, 052-792-015
AYES: Silva, Jackson, Viegas-Walker, Garcia
NOES: None
ABSENT: Cardenas
ABSTAINED: None

16. Presentation by Terry Hagen, PE, Public Works/City Engineer regarding the purchase of real property from the Flanagan Family 1995 Trust in the amount of $64,625.00.

Moved by Viegas-Walker, second by Garcia, approval of **Resolution No. 16-104**, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING AN AGREEMENT FOR THE PURCHASE OF REAL PROPERTY WITH THE FLANAGAN FAMILY 1995 TRUST U/D/T DATED NOVEMBER 13, 2005 AND THE FLANAGAN FAMILY 1995 TRUST CREATED NOVEMBER 13, 2004
AYES: Silva, Jackson, Viegas-Walker, Garcia
NOES: None
ABSENT: Cardenas
ABSTAINED: None

17. Presentation by Marcela Piedra, Deputy City Manager/Director of Community Services regarding establishing priorities for 2017-2018 CDBG Funding Cycle. Funding priorities would continue as established last year.

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
No business scheduled.

SUCCESSOR AGENCY HOUSING AGENCY
No business scheduled.

PUBLIC COMMENTS:
None

TASK FORCE AND MAYOR & COUNCIL MEMBERS REPORTS

Garcia: Announced he attended the Bell Game in Brawley; Reported he was very happy that Measure "P" passed and commend the Council Members for working all together; Attended the dedication of the Veterans' Memorial on Veterans' Day.

Attachment: 11-15-16 CC Minutes (2147 : City Council Minutes of November 1st, 8th and 15th)

Viegas-Walker: Announced the election was the best times and the worst of times, disappointed that she is not moving on but she's ecstatic that she is staying; Reported she was selected to participate in the Southern California leadership council and their first meeting was held in San Francisco, Oakland, Google, and will be going throughout the State for additional seminars; Reported on the Juvenile Justice Commission meeting she attended on November 7th ; Announced save the date February 4th – Youth Summit, speaker will be Attorney Jimmy Cha, certified specialist in gang activity; Attended the League of California Cities Board Meeting November 9th, 10th & 11th; Attended the CALCOG meeting on November 13th and 14th; Reported on the SCAG Legislative Committee meeting she attended this morning; Thanked City Clerk Caldwell for putting out the notice with regard to the SCAG Economic Summit scheduled for Dec. 1st. Wished all a very happy Thanksgiving

Silva: Announced that the Dia de los Muertos celebration was an outstanding event and thanked IVC Fire Cadets for all their help with the event; Stated he watched the election results and expressed to Council Member Viegas-Walker that it is County's loss and the City's gain you are still with our Council; Attended the Veterans' Memorial dedication- very proud to be part of; Reported that the Consulate extended an invitation to City Council for Friday, November 18th the official signing of the MOU with the Consulate to use the Old Post Office Pavilion as the cultural center;

Jackson: Reported election night was interesting, happy that Measure "P" passed, disappointed on the outcome of Council Members Viegas-Walker's election results and agreed with Council Members Silva's comments that we benefit with your experience and will need that moving forward with Measure "P"; Announced that on Friday he will be speaking at the Imperial Valley Tree Planting Party event at Sunflower Elementary School; Thanked Council Member Silva and Deputy City Manager Piedra for their work on the MOU signing event and look forward to Friday night. Mayor Jackson stated he will reach out to the Elks regarding moving the Memorial Day event to the Veterans' Memorial.

ADJOURNMENT

With no further business to discuss, the meeting was adjourned at 8:29 p.m.

_____
L. Diane Caldwell, City Clerk

APPROVED BY:

_____
Jason Jackson, Mayor

Attachment: 11-15-16 CC Minutes (2147 : City Council Minutes of November 1st, 8th and 15th)

Adopt Resolution No. 16- , Resolution of the City Council of the City of El Centro Amending the City of El Centro Conflict of Interest Code

CITY MANAGER'S RECOMMENDATION:
Adopt Resolution No. 16- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO AMENDING THE CITY OF EL CENTRO CONFLICT OF INTEREST CODE

FISCAL IMPACT:
N/A

STRATEGIC PLANNING PROGRAM 2013-2018 RELATION:
N/A

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTORS LICENSE, REFERENCE CHECKS, INSURANCE, ETC:
N/A

BACKGROUND:
The Political Reform Act requires every local government agency to review its conflict of interest code biennially to determine if it's accurate or if changes are needed. On May 25, 2016 City Council authorized the City Clerk to notify each City Agency to review its Conflict of Interest Code and submit a notice on whether amendments are necessary. No amendments were needed for the Oversight Board of the Successor Agency. On October 4, 2016, City Council accepted the notice from the City of El Centro that amendments were needed and referred this to the City Attorney to prepare the necessary documents and bring back to City Council for adoption prior to December 31, 2016.

DISCUSSION:
City Council will consider the adoption of the resolution amending the Conflict of Interest Code for the City of El Centro.

CONCLUSION:
Staff recommends that City Council adopt the RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO AMENDING THE CITY OF EL CENTRO CONFLICT OF INTEREST CODE.

ATTACHMENTS:

- Conflict of Interest - City of El Centro (PDF)

RESOLUTION NO. 16-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO AMENDING THE CITY OF EL CENTRO CONFLICT OF INTEREST CODE

WHEREAS, pursuant to the Political Reform Act, Government Code sections 81000 *et seq*., the City Council for the City of El Centro ("the City Council"), by Resolution No. 91-30, adopted a Conflict of Interest Code ("the Conflict of Interest Code"); and

WHEREAS, the City Council, by Resolution Nos. 97-5, 99-5, 00-114, 02-128, 05-03, 06-151, 08-125, 10-119, 12-136, and 14-131 amended Appendices "B" and "C" of said Conflict of Interest Code; and

WHEREAS, the Political Reform Act requires the City Council to review the Conflict of Interest Code biennially and make necessary changes to update the Conflict of Interest Code, and

WHEREAS, the City Council has determined that the attached Appendices "B" and "C"; accurately set forth those positions which should be designated and the categories of financial interest which should be made reportable; and

WHEREAS, the City Council finds that said changes are necessary and in the best interests of the City of El Centro to adopt said amendments.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. That the foregoing is true, correct and adopted.

2. That Appendices "B" and "C" of the City's Conflict of Interest Code adopted by Resolution No. 14-131, copies of which are on file in the Office of the City Clerk, are hereby amended to read as set forth in Exhibits "A" and "B" hereto.

3. That persons holding designated positions file statements of economic interests pursuant to the Conflict of Interest Code as described in said Appendices.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro held on the day of , 2016.

CITY OF EL CENTRO

By _____
Alex Cardenas, Mayor

ATTEST:

By _____
L. Diane Caldwell, City Clerk

Attachment: Conflict of Interest - City of El Centro (2144 : Resolution Amending Conflict of Interest Code for City of El Centro)

APPROVED AS TO FORM:
Office of the City Attorney

By _____
Elizabeth L. Martyn, City Attorney

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, L. Diane Caldwell, City Clerk of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 16- was duly and regularly adopted at a regular meeting of the City Council of the City of El Centro, California, held on the day of , 2016, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

By _____
L. Diane Caldwell, City Clerk

Attachment: Conflict of Interest - City of El Centro (2144 : Resolution Amending Conflict of Interest Code for City of El Centro)

EXHIBIT "A"

APPENDIX "B"
Designated Positions

Positions listed below are classified as "designated officials and employees" and have the disclosure category as listed next to their title, as described in Appendix "C."

DEPARTMENT	DESIGNATED POSITION	DISCLOSURE CATEGORY
City Attorney's Office	City Attorney	A-1, A-2, B, C, D, E
City Manager's Office	Management Assistant	A-1, A-2, B, C, D, E
City Clerk's Office	City Clerk	A-1, A-2, B, C, D, E
	Deputy City Clerk	A-1, A-2, B, C, D, E
Community Development Department	Director of Community Development	A-1, A-2, B, C, D, E
	Assistant Director of Community Development	A-1, A-2, B, C, D, E
	Building Inspector	A-1, A-2, B, C, D, E
	Code Enforcement Officer	A-1, A-2, B, C, D, E
	Associate Planner	A-1, A-2, B, C, D, E
	Assistant Planner	A-1, A-2, B, C, D, E
Community Services Department	Director of Community Services	A-1, A-2, B, C, D, E
	Community Development Specialist I	A-1, A-2, B, C, D, E,
	Community Development Specialist II	A-1, A-2, B, C, D, E
	Community Development Inspector	A-1, A-2, B, C, D, E
	Librarian	A-1, A-2, C, E
	Library Operations Supervisor	A-1, A-2, C, E
	Librarian II	A-1, A-2, C, E
	Park Services Supervisor	A-1, A-2, C, D, E
	Recreation Supervisor	A-1, A-2, C, D, E
Finance	Finance Director	A-1, A-2, B, C, D, E
	Finance Manager	A-1, A-2, B, C, D, E
	Customer Service Supervisor	A-1, A-2, B, C, D, E
Fire	Fire Chief	A-1, A-2, B, C, D, E
	Battalion Chief	A-1, A-2, B, C, D, E
	Fire Captain	A-1, A-2, B, C, D, E
Human Resources	Human Resources Director	A-1, A-2, B, C, D, E
	Human Resources Analyst I	A-1, A-2, C, D, E
	Human Resources Analyst II	A-1, A-2, C, D, E
	Information Technology Administrator	A-1, A-2, B, C, D, E
	Computer Technician	A-1, A-2, C, E
	Computer Specialist	A-1, A-2, C, E
Police	Police Chief	A-1, A-2, B, C, D, E
	Police Executive Commander	A-1, A-2, B, C, D, E
	Police Commander	A-1, A-2, B, C, D, E

Attachment: Conflict of Interest - City of El Centro (2144 : Resolution Amending Conflict of Interest Code for City of El Centro)

	Police Sergeant	A-1, A-2, C, D, E
	Police Dispatcher Supervisor	A-1, A-2, C, D, E
	Records Clerk Supervisor	A-1, A-2, C, E
Public Works	Director of Public Works/City Engineer	A-1, A-2, B, C, D, E
	Building & Facilities Maintenance Supervisor	A-1, A-2, C, D, E
	Contract Senior Engineer	A-1, A-2, B, C, D, E
	Senior Engineer	A-1, A-2, B, C, D, E
	Associate Engineer	A-1, A-2, B, C, D, E
	Engineering Technician	A-1, A-2, C, D, E
	Maintenance Supervisor	A-1, A-2, C, D, E
	Water Treatment Plant Supervisor	A-1, A-2, C, D, E
	Wastewater Treatment Plant Supervisor	A-1, A-2, C, D, E
	Contract Recycling Coordinator	A-1, A-2, C, D, E
Boards and Commissions	Personnel Appeals Board	C, E
	Library & Community Services Board	A-1, B, C, E, F
	Board of Appeals	A-1, A-2, B, C, E
	Successor Agency to the Redevelopment Agency	A-1, A-2, B, C, D, E
	Successor Housing Agency to the Redevelopment Agency	A-1, A-2, B, C, D, E
Consultants	As defined in Title 2, Division 6, California Code of Regulations Section 18700(a)(2)	A-1, A-2, B, C, D, E

Attachment: Conflict of Interest - City of El Centro (2144 : Resolution Amending Conflict of Interest Code for City of El Centro)

EXHIBIT "B"

APPENDIX "C"

Disclosure Categories

Category "A-1"

All investments in any business entity (ownership-interest is less than 10%) which is located in or doing business in the Imperial County, or which manufacture, sell or provide supplies, materials, books, machinery, services or equipment of the type utilized by the City.

Category "A-2"

All investments, income and assets held by business entities or trusts (ownership-interest is 10% or greater) when such business entity or trust is located in or doing business in the Imperial County, or foreseeably may be affected by any decision made or participated in by the designated employee by virtue of the designated employee's position with the City. Except that no portion of the City fund shall be invested, deposited, transferred to, used as collateral for any loan, lease or financial arrangement with any bank, savings and loan institution, or other financial institution which as an officer, employee, representative, agent, or holder of more than one percent of the common stock of said institution a trustee or officer of the City.

Category "B"

All interests in real property located within the Imperial County, or of any property owned by the City.

Category "C"

All income (other than loans, gifts and travel payments) from any source which is located in or doing business in the Imperial County, or which manufacture, sell or provide supplies, materials, books, machinery, services or equipment of the type utilized by the City. Any business position in any business entity which is located in or doing business in the Imperial County, or which manufacture, sell or provide supplies, materials, books, machinery, services or equipment of the type utilized by the City.

Category "D"

All loans (received or outstanding) from any source which is located in or doing business in the Imperial County, or which is or forseeably may be affected by any decision made or participated in by the designated employee's position with the City.

Category "E"

All gifts from any source excepting those gifts received from outside the City's jurisdiction that are unlikely to influence the designated employee in his or her official capacities.

Discussion and any necessary action regarding the approval of an agreement between the City of El Centro and Linscott, Law, and Greenspan, Engineers for professional design services relating to the Active Transportation Program (ATP) Improvements Project ATPL-5169 (045)

CITY MANAGER'S RECOMMENDATION:
Adopt Resolution No. 16 , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING AN AGREEMENT WITH LINSCOTT, LAW AND GREENSPAN, ENGINEERS TO PROVIDE PROFESSIONAL DESIGN SERVICES FOR THE 2016 ATPL-5169(045) PROJECT

FISCAL IMPACT:
No impact to the General Fund. The City will receive $62,000 of State Funds (Active Transportation Program) for the design portion of this project.

Consultant Agreement is in the amount of $61,961.00.

STRATEGIC PLANNING PROGRAM 2013-2018 RELATION:
1) Goal #1, Objective 4. Task J. Active Transportation Plan Cycle 2

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTORS LICENSE, REFERENCE CHECKS, INSURANCE, ETC:
This Consultant does have a City Business License. Reference checks were completed by City Staff with the Consultant receiving good remarks.

BACKGROUND:
On November 1, 2016, City Council adopted Resolution No. 16-93 for the project's Supplemental Agreement No. 0O76 which supplements current Agency-State Master Agreement No. 00294S.

This project includes the installation of "sharrows", bike racks and way-finding signs throughout the City of El Centro.

DISCUSSION:
Proposals were received by the City of El Centro from qualified engineering consultants on October 5, 2016. These proposals were reviewed by Engineering and Planning Staff based on the Consultant Understanding, the Consultants Ability to Perform the Scope, the Methodology and Techniques proposed, the Consultants Qualifications, the Consultant's Familiarity with State and Federal Procedures, and Success with Local Projects.

The selection process followed Qualifications Based Selection as spelled out in California Government Code §4526 and as such cost was not a consideration in the ranking. The procedures "assure that these services are engaged on the basis of demonstrated competence and qualifications for the types of services to be performed and at fair and reasonable prices to the public agencies" (Government Code §4526).

Three consultant firms submitted proposals and two firms were invited in for an interview (D&M Traffic Services submitted a proposal but was disqualified because they did not meet the requirements as called out in the Request for Proposals). The Interview Selection Committee was comprised of Senior Engineer Abraham Campos, Assistant Planner Angel Hernandez, and Chamber of Commerce Member Les Smith. After the interviews were completed, the scores were tallied up and the consultants were ranked in the following order:

1. Linscott, Law and Greenspan, Engineers (275.24 Out of 300 points)
2. KOA Corporation (239.04 Out of 300 points)

Linscott, Law and Greenspan, Engineers provided detailed experience with very similar pedestrian/bicyclist focused projects that strongly resembled the work to be performed in this project and was recommended as the most qualified firm. In order to calculate a fair and reasonable price, staff followed Caltrans procedure and opened the proposal from the top ranked firm only after rankings were performed in order to determine an appropriate allocation of resources by the consultant as well as cross-referenced this with an acceptable percentage of design-to-construction cost based on the complexity and size of the project.

Linscott, Law and Greenspan was then contacted and informed that they were selected as the Top Firm. No negotiations were necessary, as the cost came in lower than the amount allocated for the project ($62,000 allocated and Cost Proposal came in at $61,961.00)

CONCLUSION:

Adopt Resolution No. 16 , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING AN AGREEMENT WITH LINSCOTT, LAW AND GREENSPAN, ENGINEERS TO PROVIDE PROFESSIONAL DESIGN SERVICES FOR THE 2016 ATPL-5169(045) PROJECT

ATTACHMENTS:

- Consultant Agreement LLG ATPL-5169 (045) (PDF)
- Resolution No. 16- (PDF)

AGREEMENT
FOR
CONSULTING SERVICES

BETWEEN

THE CITY OF EL CENTRO

AND

LINSCOTT, LAW & GREENSPAN, ENGINEERS

**FOR PROFESSIONAL
ENGINEERING
SERVICES**

Attachment: Consultant Agreement LLG ATPL-5169 (045) (2109 : Award of ATPL-5169(045) to LLG)

AGREEMENT BETWEEN THE CITY OF EL CENTRO AND LINSCOTT, LAW AND GREENSPAN, ENGINEERS FOR CONSULTING SERVICES

THIS Agreement is made and entered into by the City of El Centro ("City") and Linscott, Law & Greenspan, Engineers ("Consultant") for the Consultant to provide professional engineering services ("the Consulting Services") to the City for the 2016 Active Transportation Improvement Project ATPL-5169 (045) ("the Project") for the project as defined here. The City and Consultant jointly may be referred to as the Parties.

RECITALS

The City wishes to retain the services of a professional firm to provide the Consulting Services. The Consultant has the expertise, experience and personnel necessary to provide the Consulting Services for the Project.

The City and the Consultant (individually, "the Party" or "a Party;" collectively, "the Parties") want to enter into an agreement whereby the City will retain the Consultant to provide, and the Consultant shall provide, the Consulting Services for the Project on an hourly fee, not to exceed sixty-one thousand nine hundred sixty-one dollars ($61,961.00).

In consideration of the above recitals and the mutual covenants and conditions set forth, herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

ARTICLE I
CONSULTING SERVICES

The above-listed recitals are true and correct and are hereby incorporated by reference.

1.1 Scope of Services.

The scope of services will include the provision of professional engineering services for the 2016 Active Transportation Program Improvement Project ATPL-5169 (045). The scope of services is more fully described in Exhibit A, attached hereto and made part of this Agreement. The Consultant shall perform the Consulting Services at the direction of the City on a time and materials basis as enumerated in the fee schedule, attached to and made part of this Agreement as Exhibit B. Except as incorporated here, this Agreement supersedes the provisions of Consultant's proposal.

1.1 Task Administrator.

The Public Works Department is the task administrator for this Agreement. The Consultant shall provide the Consulting Services under the direction of the Public Works Director or his/her designee ("the Director"). The Director will communicate with the Consultant on all matters related to the administration of this Agreement and the Consultant's performance of the Consulting Services rendered hereunder. When this Agreement refers to communications to or with the City, those communications will be with the designated representative, unless the designated representative or this Agreement specifies otherwise.

Attachment: Consultant Agreement LLG ATPL-5169 (045) (2109 : Award of ATPL-5169(045) to LLG)

1.2 City Modification of Scope of Services.

The City may, without invalidating this Agreement, order changes in any task by altering, adding to or deducting from the Consulting Services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such changes cause an increase or decrease in the Consultant's cost of, or the time required for, the performance of any of the Consulting Services, the Consultant shall so notify the City. If appropriate, an equitable adjustment to the Consultant's compensation may be made, provided that any adjustment must be pre-approved by the Parties in writing; the City's approval shall come from the City Council.

1.3 Written Authorization.

Prior to performing any Consulting Services in connection with the Project, the Consultant shall obtain from the City a written authorization to proceed. The Consultant shall advise the City in writing immediately of any anticipated change in any Task, Fee Schedule, or Time Schedule, and shall obtain the City's written consent to the change prior to making any changes. In no event shall the City's consent be construed to relieve the Consultant from its duty to render all Consulting Services in accordance with applicable laws and accepted industry standards.

1.4 Confidentiality of Services.

All information gained by Consultant in the performance of this Agreement shall be considered confidential and shall not be released by Consultant with the City's prior written authorization. The Consultant, its officers, employees, agents or subconsultants shall not without prior written authorization from the City Manager or his designee, or as requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

Consultant promptly shall notify City should Consultant, its officers, employees, agents or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any person or party regarding this Agreement and the work performed hereunder or with respect to any project or property located within the City, unless the City is a party to any lawsuit, arbitration or administrative proceeding connected to such discovery, or unless Consultant is prohibited by law from information the City of such discovery. City retains the right, but has not obligation to represent Consultant and/or to be present at any deposition, hearing or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discover requests provided by Consultant. However, City's right to review any such response does not imply to mean the City's right to control, direct or rewrite such response.

Attachment: Consultant Agreement LLG ATPL-5169 (045) (2109 : Award of ATPL-5169(045) to LLG)

All Consulting Services performed by the Consultant, including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the Consultant, pursuant to this Agreement, are for the sole use of the City, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the City. This provision does not apply to information that (a) was publicly known, or otherwise known to the Consultant, at the time that it was disclosed to the Consultant by the City, (b) subsequently becomes publicly known through no act or omission by the Consultant, or (c) otherwise becomes known to the Consultant other than through disclosure by the City. Except for subconsultants covered by Section 4.4, neither the documents nor their contents shall be released to any third party without the prior written consent of the City.

ARTICLE II

DURATION OF AGREEMENT

2.1 Term of Agreement.

This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and shall terminate upon completion of each Task or upon termination pursuant to Section 2.6-2.9 of this Agreement. The Parties may by mutual written consent extend the term of this Agreement upon the same terms and conditions as set out herein.

2.2 Schedule.

The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

2.3 Notification of Delay.

The Consultant shall immediately notify the City in writing of any delay in completion of the Consulting Services. The written notice shall include an explanation of the cause for, and a reasonable estimate of the length of the delay. If the delay affects a material part of the Project, the City may exercise its rights under Sections 2.5-2.9 of this Agreement.

2.4 Delay.

If delays in the performance of the Consulting Services are caused by unforeseen events beyond the reasonable control of Consultant, such delay shall entitle Consultant to an equitable adjustment of its time for performance, fee, or both. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the Consultant's work; inability to obtain materials, equipment or labor; required additional Consulting Services; or other specific reasons agreed to between the City and the Consultant; provided, however, that (a) this provision shall not apply and the Consultant shall not be entitled to an extension of time for a delay caused by the acts or omissions of the Consultant; and, (b) that a delay caused by the inability to obtain materials shall not entitle the Consultant to an extension of time unless the Consultant furnishes the City, in a timely manner, documentary proof, to the City's satisfaction, of the inability to obtain materials.

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2.5 City's Right to Suspend for Convenience.

The City may, at its sole option and for its convenience, suspend all or any portion of the Consultant's performance of the Consulting Services, for a reasonable period of time not to exceed six (6) months. In accordance with the provisions of this Agreement, the City will give written notice to the Consultant of such suspension. In the event of such a suspension, in accordance with the provisions of Article III of this Agreement, the City shall pay to the Consultant a sum equivalent to the reasonable value of the Consulting Services the Consultant has performed up to the date of suspension as determined pursuant to Exhibit A. Thereafter, the City may rescind such suspension by giving written notice of rescission to the Consultant. The City may then require the Consultant to resume performance of the Consulting Services in compliance with the terms and conditions of this Agreement; provided, however, that the Consultant shall be entitled to an extension of time equal to the length of the suspension, unless otherwise agreed to in writing by the Parties.

2.6 City's Right to Terminate for Convenience.

The City may, at its sole option and for its convenience, terminate all or any portion of the Consulting Services agreed to pursuant to this Agreement by giving written notice of such termination to the Consultant. Such notice shall be delivered by certified mail with return receipt for delivery to the City. The termination of the Consulting Services shall be effective upon receipt of the notice by the Consultant. After termination of this Agreement, the Consultant shall complete any and all additional work necessary for the orderly filing of documents and closing of the Consultant's Consulting Services under this Agreement. For services rendered in completing the work, the Consultant shall be entitled to payment for the Consulting Services performed by the Consultant before the effective date of termination as determined pursuant to Exhibit A. After filing of documents and completion of performance, the Consultant shall deliver to the City all drawings, plans, calculations, specifications and other documents or records related to both the Project and to the Consultant's Consulting Services on all Task(s). By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Consultant discharges the City of all of the City's payment obligations and liabilities under this Agreement.

2.7 Consultant's Right to Terminate for Convenience.

The Consultant may, at its sole option and for its convenience, terminate all or any portion of the Consulting Services agreed to pursuant to this Agreement by giving written notice of such termination to the City. Such notice shall be delivered by certified mail with return receipt for delivery to the Consultant. The termination of the Consulting Services shall be effective upon receipt of the notice by the City. After termination of this Agreement, the Consultant shall complete any and all additional work necessary for the orderly filing of documents and closing of the Consultant's Consulting Services under this Agreement. For services rendered in completing the work, the Consultant shall be entitled to payment for the Consulting Services performed by the Consultant before the effective date of termination as determined pursuant to Exhibit A. After filing of documents and completion of performance, the Consultant shall deliver to the City all drawings, plans, calculations, specifications and other documents or records related to both the Project and to the Consultant's Consulting Services on all Task(s). By accepting payment for completion, filing and delivering documents as called for

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in this paragraph, the Consultant discharges the City of all of the City's payment obligations and liabilities under this Agreement.

2.8 City's Right to Terminate for Default.

If the Consultant substantially fails to perform or adequately perform any material obligation required by this Agreement, the Consultant's failure constitutes a default. If the Consultant fails to satisfactorily cure a default within ten calendar days of receiving written notice from the City specifying the nature of the default, the City may immediately cancel and/or terminate this Agreement, and terminate each and every right of the Consultant, and any person claiming any rights by or through the Consultant under this Agreement. The rights and remedies of the City enumerated in Section 2.8 are cumulative and shall not limit, waive, or deny any of the City's rights under any other provision of this Agreement. Nor does this Section otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to the City against the Consultant.

2.9 City's Right to Terminate for Bankruptcy or Assignment for the Benefit of Creditors.

If the Consultant files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, consistent with applicable law, the City may at its option and without further notice to or demand upon the Consultant, immediately cancel and/ or terminate this Agreement, and terminate each and every right of the Consultant, and any person claiming any rights by or through the Consultant. The rights and remedies of the City enumerated in Section 2.9 are cumulative and shall not limit, waive, or deny any of the City's rights under any other provision of this Agreement. Nor does this Section otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to the City against the Consultant.

ARTICLE III

COMPENSATION

3.1 General.

The City shall pay the Consultant for all the Consulting Services and all expenses related to performance under this Agreement, in an amount as set forth in the Fee Schedule attached and incorporated as Exhibit B. The Fee Schedule includes the all costs for subconsultants or subcontractors. If the Fee Schedule doesn't not specify cost reimbursement, no cost reimbursement shall be paid. The Consultant shall be entitled to compensation for the Consulting Services under this Agreement, whether within the scope of work for any task, or as Additional Services, based on the Fee Schedule. Costs and fees shall be valid for at least the first year services are provided to the City and may be adjusted no more than annually thereafter as with the consent of the City. If the contract is to be performed on a per-task basis, prior to beginning performance on each task, Consultant shall provide a proposal to the City including a not to exceed cost estimate for each task, a schedule of work, and a scope of work. The scope of work shall include all activities or work reasonably anticipated as necessary for successful completion of each task presented by the City.

3.2 Manner of Payment.

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The Consultant shall bill all fees and expenses incurred in accordance with this Agreement directly to the City on a monthly basis unless otherwise specified in Exhibit B.

3.2.1 Payments.

The Consultant shall submit one invoice per calendar month for work performed in accordance with the Fee Schedule. The Consultant shall include with each invoice a description of completed work. Undisputed portions of invoices to the City must be in accordance with the Fee Schedule and generally will be payable if approved, within thirty calendar days of receipt.

3.3 Additional Services.

If the City requires additional Consulting Services beyond the task, except for Additional Costs as described in Section 3.4 of this Agreement, the Consultant will be paid an additional fee. Additional Services shall be in accordance with the rates provided in the Fee Schedule. The City and the Consultant must agree in writing upon such fee prior to the Consultant beginning the Additional Services.

3.4 Additional Costs.

Additional Costs are those costs that can be reasonably determined to be related to the Consultant's errors or omissions, and may include Consultant, City, or Sub consultant overhead, construction, materials, demolition, and related costs ("Additional Costs.") The Consultant shall not be paid for the Consulting Services required due to the Consultant's errors or omissions, and the Consultant shall be responsible for any Additional Costs associated with such errors or omissions. Consultant agrees that these Additional Costs may be deducted from monies due, or that become due to the Consultant under this agreement. Whether or not there are any monies due, or becoming due, the Consultant shall reimburse the City for Additional Costs due to the Consultant's errors or omissions.

3.5 Eighty Percent Notification.

The Consultant shall promptly notify the City in writing of any potential cost overruns. Cost overruns include, but are not limited to the following: (1) where anticipated costs to be incurred in the next sixty calendar days, when added to all costs previously incurred, will exceed 80 percent of the maximum compensation for this Agreement; or (2) where the total cost for performance of the Scope of Services appears that it may be greater or less than the maximum compensation for this Agreement.

ARTICLE IV

CONSULTANT'S OBLIGATIONS

4.1 Industry Standards.

In addition to the Consultant's covenants described in Article VI hereof, the Consultant agrees that the Consulting Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent

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professional consulting firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City, the City Manager, or other representatives of the City is required, it is understood to be general approval only and does not relieve the Consultant of responsibility for complying with all applicable laws, codes, and good consulting practices.

4.1.1 Licenses.

At all times during the term of this Agreement and any extension thereof, Consultant shall have in full force and effect all licenses required of it by law for the performance of the services described in this Agreement.

4.2 Right to Audit.

4.2.1 Access. The City retains the right to review and audit, and the reasonable right of access to Consultant's and all subconsultant's premises to review and audit the Consultant's compliance with the provisions of this Agreement. The City's audit rights include but are not limited to the right to inspect and copy, and to retain copies, outside of the Consultant's premises, of any and all records with appropriate safeguards, if such retention is deemed necessary by City in its sole discretion. This information shall be kept by the City in strictest confidence allowed by law.

4.2.2 Audit. The City's audit rights include the right to examine any and all books, records, documents and any other evidence of procedures and practices that the City determines are necessary to discover and verify that the Consultant is in compliance with all requirements under this Agreement.

4.2.2.1 Cost of Audit. If there is a claim for additional compensation or for Additional Services, the City may examine books, records, documents, and any and all other evidence and accounting procedures and practices that the City determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

4.2.2.1.1 Accounting Records. The Consultant shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. The Consultant shall make available to the City for review and audit; all Project related accounting records and documents, and any other financial data. Upon the City's request, the Consultant shall submit exact duplicates of originals of all requested records to the City at Consultant's cost

4.2.3 City's Right--Binding on Subconsultants. The Consultant shall include the City's audit rights as described in Section 4.2, in any and all subcontracts, and shall ensure that these sections are binding upon all subconsultants.

4.3 Insurance.

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached to and made a part of this agreement.

4.4 Subconsultants.

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The Consultant's hiring of or retaining any third parties ("subconsultants") to perform services related to the Project is subject to prior approval by the City. The Consultant shall list on the subconsultants list all subconsultants known to the Consultant at the time this Agreement is entered. If at any time after this Agreement is entered into the Consultant identifies a need for additional subconsultant services, the Consultant shall give written notice to the City of the need, at least forty-five (45) days before entering into a contract for such subconsultant services. The Consultant's notice shall include a justification, a description of the scope of work, and an estimate of all costs for the subconsultant services. The Consultant may request that the City reduce the forty-five day notice period. The City agrees to consider such requests in good faith. In the event the City does not agree to such subconsultant or subconsultant services, the Consultant shall be responsible for all costs of the subconsultant services.

4.4.1 Subconsultant Contract. All contracts entered into between the Consultant and a Subconsultant shall contain the information as described in Sections 4.3, 4.6, 4.7, 4.9 and, 4.10 as well as any other information, terms, and conditions required elsewhere in this Agreement to be included in said agreements. Pursuant to Exhibit C, Consultant agrees to ensure that is subconsultants, subcontractors and any other party involved with the project by Consultant provide the same minimum insurance coverage and endorsements.

4.4.1.2 The Consultant is obligated to pay the Subconsultant, for Consultant- and City-approved invoice amounts, out of amounts paid by the City to the Consultant, not later than fourteen working days from the Consultant's receipt of payment from the City. Nothing in this paragraph shall be construed to impair the right of the Consultant and any subconsultant to negotiate fair and reasonable pricing and payment provisions among themselves.

4.4.1.3 In the case of a deficiency in the performance of subconsultant Services, the Consultant shall notify the City in writing of any withholding of payment to the subconsultant, specifying: (a) the amount withheld; (b) the specific cause under the terms of the subcontract for withholding payment; (c) the connection between the cause for withholding payment and the amount withheld; and (d) the remedial action the subconsultant must take in order to receive the amount withheld. Once the subconsultant corrects the deficiency, the Consultant shall pay the subconsultant the amount withheld within fourteen working days of the Consultant's receipt of the City's next payment.

4.4.1.4 In any dispute between the Consultant and subconsultant, the City shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The Consultant agrees to defend and indemnify the City as described in Article VI of this Agreement in any dispute between the Consultant and subconsultant should the City be made a party to any judicial or administrative proceeding to resolve the dispute in violation of this position.

4.4.1.5 The subconsultant is bound to the same requirements as the primary consultant for assurances to the City regarding non-discrimination covenants set forth in Article IV, Section 4.6.

4.5 Contract Activity Report.

The Consultant shall submit statistical information to the City as requested in the City's Contract Activity Report. The statistical information shall include the amount of subcontracting provided by firms during the period covered by the Contract Activity Report. With the Contract

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Activity Report, the Consultant shall provide an invoice from each subconsultant listed in the report. The Consultant agrees to issue payment to each firm listed in the Report within fourteen working days of receiving payment from the City for subconsultant Services as described in Section 4.4.1.

4.6 Non-Discrimination Requirements.

The Consultant shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subconsultants, vendors or suppliers. The Consultant shall provide equal opportunity for subconsultants to participate in sub consulting opportunities. The Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall be in contracts between the Consultant and any subconsultants, vendors and suppliers.

4.7 Drug-Free Workplace.

The Consultant agrees to ensure a drug free work place. The Consultant shall certify to the City that it will provide a drug-free workplace by submitting a Consultant Certification for a Drug-Free Workplace form.

4.7.1 Consultant's Notice to Employees.

The Consultant shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the work place, and specifying the actions that will be taken against employees for violations of the prohibition.

4.7.2 Drug-Free Awareness Program.

The Consultant shall establish a drug-free awareness program to inform employees about all of the following:

4.7.2.1 The dangers of drug abuse in the work place.

4.7.2.2 The policy of maintaining a drug-free work place.

4.7.2.3 Available drug counseling, rehabilitation, and employee assistance programs.

4.7.2.4 The penalties that may be imposed upon employees for drug abuse violations.

4.7.3 Posting the Statement.

In addition to Section 4.7.1 above, the Consultant shall post the drug-free policy in a prominent place.

4.7.4 Subconsultant's Agreements.

The Consultant further certifies that each contract for Subconsultant Services for this Project shall contain language that binds the Subconsultant to comply with the provisions of

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Article IV, Section 4.7 of this Agreement. Consultants and Subconsultants shall be individually responsible for their own drug-free work place program.

4.8 Product Endorsement.

The Consultant acknowledges and agrees that any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

4.9 Conflict of Interest.

The Consultant is subject to all applicable federal, state and local conflict of interest laws, regulations and policies applicable to its contract with the City and procurement practices related to such contract, including but not limited to California Government Code sections 1090, etc. seq. and 81000, et. seq. Consultant may be required to complete one or more statements of economic interest disclosing relevant financial interests as determined by Exhibit D, Consultant's Statement of Financial Interest, attached and incorporated as if fully set forth herein. City may amend Exhibit D from time to time. Upon the City's request, the Consultant shall submit the necessary supplementary documentation to the City.

4.9.1 The Consultant shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

4.9.2 The Consultant and its subconsultants having subcontracts amounting to one percent (1%) or more of the value of the Consulting Services agreed to under this Agreement are precluded from participating in design services, on behalf of the contractor, construction management, and any other construction services related in any way to the Consulting Services without the prior written consent of the City.

4.9.3 The Consultant's personnel employed on any Task shall not accept gratuities or any other favors from any subconsultants or potential subconsultants. In connection with any Task, the Consultant shall not recommend or specify any product, supplier, or contractor with whom the Consultant has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

4.9.4 If the Consultant violates any conflict of interest laws or any of these provisions in Section 4.10, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the Consultant to liability to the City for attorney fees and all damages sustained as a result of the violation.

4.9.5 Consultant covenants that neither he/she nor any officer or principal of his/her firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed as an officer, employee, agent or subconsultant. Consultant further covenants that Consultant has not contracted with nor is he/she performing any services, directly or indirectly, with any developer(s) and/or property owners(s) and/or firms(s) and /or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its

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subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

4.9.6 Undue Influence. Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this subsection shall be a material breach of the Agreement entitling the City to any and all remedies at law or in equity.

4.10 Mandatory Assistance.

If a third party dispute or litigation, or both, arises out of, or relates in any way to the Consulting Services provided under this Agreement, upon the City's request, the Consultant, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Consultant's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation. The provisions of Section 1.5 also shall apply to the provision of such mandatory assistance.

4.11 Compensation for Mandatory Assistance.

The City may compensate the Consultant for fees incurred for providing Mandatory Assistance as Additional Services under Section 3.3.

4.12 Attorney Fees related to Mandatory Assistance.

In providing the City with dispute or litigation assistance, the Consultant or its agents, officers, and employees may incur expenses and/or costs. The Consultant agrees that any attorney fees it may incur as a result of assistance provided under Section 4.11 are not reimbursable.

ARTICLE V

CITY'S OBLIGATIONS

5.1 Ownership of Documents.

Consultant shall maintain complete and accurate records relating to the performance of services under this Agreement. Consultant shall maintain records of services in sufficient detail to permit an evaluation of such services. All documents, including but not limited to, original plans, studies, sketches, drawings, computer printouts and disk files, and specifications prepared in connection with or related to any Task or Consulting Services, shall be and remain the property of the City. The City's ownership of these documents includes use of, reproduction or reuse of and all incidental rights, whether or not the work for which they were prepared has been performed. This Section shall apply whether the Consultant's Consulting Services are

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terminated: (a) by the completion of the Project, or (b) in accordance with other provisions of this Agreement. Notwithstanding any other provision of this paragraph or Agreement, the Consultant shall have the right to make copies of all such plans, studies, sketches, drawings, computer printouts and disk files, and specifications at Consultant's sole expenses. All records and supporting documents shall be maintained by Consultant for a minimum of three (3) years after the date of final payment, and longer if requested by the provisions of applicable laws or regulations or as requested by the City.

The Consultant shall not be responsible for damage caused by subsequent changes to or uses of the plans or specifications, where the subsequent changes or uses are not authorized or approved by the Consultant, provided that the service rendered by the Consultant was not a proximate cause of the damage.

Upon completion, termination or suspension of the Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes and other documents prepared in the course of providing the services to e performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without of the permission of the Consultant,. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to Agency all right, title and interest, including any copyright, in and to the documents, designs, drawings, maps models, computer files, surveys, notes and other documents prepared by Consultant in the course of providing the services under this Agreement.

5.2 Additional Consultants or Contractors.

The City reserves the right to employ, at its own expense, such additional consultants or contractors as the City deems necessary to perform work or to provide the Consulting Services on the Project.

5.3 Employment of City Staff.

This Agreement may be unilaterally and immediately terminated by the City, at its sole discretion, if the Consultant employs an individual who, within the last twelve months immediately preceding such employment did, in the individual's capacity as an officer or employee of the City, participate in, negotiate with, or otherwise have an influence on the recommendation made to the City Council or City Manager in connection with the selection of the Consultant.

ARTICLE VI

INDEMNIFICATION

6.1 Indemnification for Professional Liability.

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless

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City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel fees and costs for counsel acceptable to City, caused in whole or in part by any negligent or wrongful act, error or commission of Consultant, its officers, agents, employees or subconsultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of (or failure to perform) professional services under this Agreement.

6.2 Indemnification for Other than Professional Liability.

Other than in the performance of or failure to perform professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, including legal counsel fees and costs for counsel acceptable to City, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of or failure to perform under this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees, subcontractors or subconsultants of Consultant.

6.3 General Indemnification Provisions.

Consultant shall obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this agreement or this section.

6.4 Duty to Defend

,In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit or other adversarial proceeding arising from the performance of or failure to perform the Consulting Services encompassed by this Agreement, and upon demand by City, the Consultant shall have an immediate duty to defend the City at Consultant's cost or, at City's option, to reimburse the City for its costs of defense, including for attorney's fees and costs incurred in the defense of such matters. Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence of the City or its officers, employees or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

ARTICLE VII

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MISCELLANEOUS

7.1 Notices.

In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: **Terry Hagen, Director of Public Works/City Engineer, City of El Centro, 1275 Main Street, El Centro, CA 92243,** and notice to the Consultant shall be addressed to: **John Boarman, Principal Engineer, Linscott, Law & Greenspan, Engineers, 4542 Ruffner Street, Suite 100, San Diego, CA 92111.**

7.2 Headings.

All article headings are for convenience only and shall not affect the interpretation of this Agreement.

7.3 Non-Assignment.

The Consultant shall not assign the obligations under this Agreement, whether by express assignment or by sale of the company, nor any monies due or to become due, without the City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for immediate termination of this Agreement, at the sole discretion of the City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.

7.4 Independent Contractors.

The Consultant and any subconsultants employed by the Consultant shall be and at all times remain independent contractors and not agents of the City. The personnel performing the services under this Agreement on behalf of the Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Any provisions of this Agreement that may appear to give the City any right to direct the Consultant concerning the details of performing the Consulting Services, or to exercise any control over such performance, shall mean only that the Consultant shall follow the direction of the City concerning the end results of the performance. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City or bind City in any manner. No employee benefits shall be available to Consultant in connect with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

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7.5 Consultant and Subconsultant Principals for Consulting Services.

It is understood that this Agreement is for unique professional services. Retention of the Consultant's Consulting Services is based on the particular professional expertise of the individuals rendering the services set forth in each task. Accordingly, portions of the described service may not be delegated to other members of the team or Subcontractors without prior written consent by the City. It is mutually agreed that John Boarman, Principal Engineer, is the principal person responsible for delivery of all professional services and may not be removed from any tasks without the City's prior written approval. In the event John Boarman becomes unavailable for any reason, the City must be consulted as to any replacement. Further, the City reserves the right, after consultation with the Consultant, to require removal of the Consultant's employees or agents.

7.6 Covenants and Conditions.

All provisions of this Agreement expressed as either covenants or conditions on the part of the City or the Consultant shall be deemed to be both covenants and conditions.

7.7 Compliance with Controlling Law.

The Consultant shall keep itself informed of State and Federal laws and regulations that in any manner affect those employed by it or the performance of this Agreement. The Consultant shall at all times observe and comply with all applicable laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement, including but not limited to California prevailing wage requirements (such as Labor Code section 1720 et seq as amended from time to time) relating to the payment of prevailing wages during the design and preconstruction phases of a project, including inspection and land surveying work. In addition, the Consultant shall comply immediately with all directives issued by the City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

7.8 Jurisdiction, Venue, and Attorney Fees.

The venue for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in the County of Imperial, State of California.

7.9 Successors in Interest.

This Agreement and all rights and obligations created by this Agreement shall be in force and effect whether or not any Parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any Party's successor in interest.

7.10 Integration.

This Agreement and the exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, or written

Attachment: Consultant Agreement LLG ATPL-5169 (045) (2109 : Award of ATPL-5169(045) to LLG)

pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force and effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by either Parties or an amendment to this Agreement agreed to by both Parties. All prior negotiations and agreements are merged into this Agreement.

7.11 Counterparts.

This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

7.12 No Waiver.

No failure of either the City or the Consultant to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

7.13 Severability.

The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.

7.14 Municipal Powers.

Nothing contained in this Agreement shall be construed as a limitation upon the powers of the City as a charter city of the State of California.

7.15 Drafting Ambiguities.

The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision that is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

7.16 Signing Authority.

The representative for each Party signing on behalf of a corporation, partnership, joint venture, or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

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7.17 Conflicts Between Terms.

If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the City Council of the City of El Centro, acting by and through City Manager, pursuant to Resolution No. , authorizing such execution, and by the Consultant.

THE CITY OF EL CENTRO

By:_____
Marcela Piedra, Deputy City Manager

Date: _____

I HEREBY CERTIFY I can legally bind Linscott, Law & Greenspan, Engineers and that I have read all of this Agreement, this _____day of _____, 2016.

By: _____
Authorized Representative

Print Name _____

Title: _____

Date: _____

I HEREBY APPROVE the form and legality of the foregoing Agreement this_____ day of _____, 2016.

APPROVED AS TO FORM:
Office of the City Attorney

By _____ Date _____
Elizabeth L. Martyn, City Attorney

Attachment: Consultant Agreement LLG ATPL-5169 (045) (2109 : Award of ATPL-5169(045) to LLG)

SCOPE OF SERVICES

We included the Scope of Services you provided in black text and indicated LLG's scope additions and understanding of the tasks in blue text:

TASK 1. PROJECT MOBILIZATION

1. Confirm the study area, work schedule and anticipated phasing, if any.

2. Contact the City of El Centro to discuss the project and strategize on the approach for how the subsequent tasks will be performed within the available budget and schedule. If needed, provide cost and fees for services beyond the scope of work that may enhance the project or reduce costs and discuss the Pros and Cons of each approach.

3. Indicate what participation, data and products will be requested from the city.

TASK 2. BASE MAP:

1. Perform Surveying services to establish existing improvements within the streets right-of-way.

   Obtain necessary bench mark information from the City or County as available and tie the survey to existing benchmarks. A copy of the survey field notes shall be delivered to the City.

2. Reduce the survey data and prepare a base map at a scale of 1"=80' including all aspects within the City Right of Way. A Google Aerial image may be used for this portion of the project.

   Base map at 1"=80' scale shall show new improvements, painted sharrows, bike rack locations of wayfinding signs, with attached city details and all other associated details.

   Plans are to be drawn in AutoCad format 2006 or higher. All plans will be D size drawings 24" x 36".

TASK 3. IMPROVEMENT PLANS:

1. Prepare improvement plans for construction of improvements. Perform a comprehensive field visit and provide the best feasible construction design, and obtain the City Engineer's approval prior to proceeding with final design drawings. We understand that the City of El Centro intends to install new striping (sharrows) along existing Class III Bike lanes, install entrance/wayfinding signs, and bike racks at strategic locations.

2. Prepare complete and concise architectural plans/details for the wayfinding/city entrance signs suitable for competitive bidding and implementation by qualified contractors.

3. Participate in consensus the building process in developing appropriate design solutions for wayfinding and gateway signage. We anticipate coordinating closely with the City Community Development Department throughout the design.

Attachment: Consultant Agreement LLG ATPL-5169 (045) (2109 : Award of ATPL-5169(045) to LLG)

4. Prepare a comprehensive Quantity Takeoff and Engineering Cost Estimate to be provided with the 60%, 95% and 100% submittals.

5. Traffic Control Plans - Contact the project Civil Engineer and/or Contractor regarding pertinent design issues and concerns, and confirm "staging" of improvements.

   Develop construction phasing and traffic control plans including all necessary transition areas. Traffic control plans shall be included at the 95% and 100% submittals.

   The plans will be prepared at 40 scale (1" = 40') using AutoCAD drafting software on 24" x 36" City of El Centro Title Block Mylars. Our plan will include all existing and temporary striping, pavement markings, pavement legends, and striping removals, and temporary barricades. At the project limits, we will reference in existing striping based on our field review.

   The traffic control plans will be prepared in accordance with the current California *MUTCD* and the City's minimum requirements (one lane in each direction with left turn lanes at signalized intersections at all times), showing all lane closures, restrictions, tapers and other disruptions of normal traffic flow, including pedestrian and vehicular detours.

TASK 4. SPECIFICATIONS:

1. Prepare specifications and required special provisions applicable to the project, utilizing the American Public Works Association Standard Special Provisions (Green Book) etc. and Caltrans Standard Specifications and Plans and/or American Public Works Association (APWA).

TASK 5. CONSTRUCTION COST ESTIMATE:

1. Prepare an engineer's cost estimate for the project construction items including costs for mobilizations, phasing and staging, permits, inspections, etc. This estimate will be utilized to prepare unit price bid documents. Construction Cost Estimates to be submitted with 60% submittal, 95% submittal and 100% submittal.

TASK 6. PROJECT COORDINATION AND MEETINGS:

1. Present a progress report each month to the City of El Centro. Included should be a summary of the work accomplished during the preceding month together with an account of any significant problems encountered, total effort expended by task broken down into staff levels utilized and number of hours spent, and percent of project completion by task.

2. Closely coordinate with the City during preparation of the plans is an essential component of this project. Provide representation semi-monthly (or as to be determined) for coordination meetings with City of El Centro staff at the City of El Centro Engineer's Office.

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The purpose of these meetings will be to report on the progress and to discuss and resolve any difficulties and issues, as well as coordinate the locations of the bike racks on private property.

3. Prepare minutes of meetings for all the meetings attended and deliver them to City of El Centro within five (5) working days from the meeting date.

4. Meet with the appropriate permitting agencies including but not limited to the Imperial Irrigation District, Gas Company, AT&T and Time Warner Communications in preparations for design plans, as may warranted for this project. Prepare and process any permit applications required of these agencies and revise the improvement plans based upon the permitting agencies comments.

TASK 7. SERVICES DURING CONSTRUCTION:

1. Participate in the pre-bid construction meeting to assist in any clarifications.

2. Provide services during the construction to clarify any questions, and perform field visits, and fill in the engineer record file. Revisions to the plans caused by a need for clarification or adjustments due to field conditions differing from plans shall be performed as part of the fixed fee.

TASK 8. AS-BUILT PLANS:

1. Conduct a site visit to verify conditions.

2. Prepare set of As-Built Plans, 2 sets of mylars, 2 copies and recoded CD's (AutoCad 2006 or higher) subsequent to the final acceptance of construction. This plan shall show any and all modifications made in the field not reflected on the approved plans.

DELIVERABLES

Conceptual Plans and Preliminary Engineering shall be approved prior to the 60% submittal. Improvement plans listed hereafter refer to the signing and striping plans and the architectural/detail plans.

1. Meeting Minutes – Electronic copy within five (5) working days from the meeting date.

2. Base Map – 1 Mylar, 2 copy sets and 1 copy on CD.

3. 60% Submittal
   a. 2 copies of Improvement Plans
   b. 2 copies of Construction Cost Estimates
   c. 2 copies of the technical specifications and special provisions
   d. 2 copies of signage renderings and proposed locations
   e. 2 copies of proposed bike rack locations and design

4. 95% Submittal
   a. 2 copies of Improvement Plans

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b. 2 copies of the Traffic Control Plans
c. 2 copies of Construction Cost Estimates
d. 2 copies of the technical specifications and special provisions
e. 2 copies of Signage renderings and proposed locations
f. Approval from property owners for bike rack locations
g. 2 copies of proposed bike rack locations and design

5. 100% Submittal
   a. -Original negatives and aeria1 photographs
   b. 2 copies of the Field Survey Notes
   c. 2 copies of Improvement Plans
   d. 2 copies of the Traffic Control Plans
   e. 2 copies of Specifications and Construction Quantity Cost Estimates

6. Final Plans
   a. 1 set of Mylars of the improvement and traffic control plans.
   b. 2 copies of Specifications and Construction Quantity Cost Estimates

7. As-Built Plans

See ***Section 6*** for anticipated timeline of deliverables.

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Cost Estimate
El Centro Active Transportation Program Improvement Project
ATPL-5169 (045)

		Linscott, Law & Greenspan						Graphic Solution			Fuscoe			KTUA		
		Principal	Associate Principal	Transportation Engineer I	Transportation Engineer II	Senior CADD Drafter	Engineering Aid	Principal	Project Manager	Designer	Sr. Project Manager	Project Manager	CADD / Graphics Tech.	Principal	Associate	Planner
		$225.00	$195.00	$105.00	$122.00	$100.00	$50.00	$160.00	$110.00	$110.00	$210.00	$180.00	$111.00	$165.00	$125.00	$105
Tasks																
1	**Project Mobilization**															
	1.1		1	4	2				1	1						
	1.2	1	2					1						1		
	1.3		1	1												
	Sub-Total Hours	1	4	5	2	0	0	1	1	1	0	0	0	1	0	0
	Sub-Total Costs	$225	$780	$525	$244	$0	$0	$160	$110	$110	$0	$0	$0	$165	$0	$
2	**Base Map**															
	2.1										2	16	56			
	2.2	1	1	2	4		14									
	Sub-Total Hours	1	1	2	4	0	14	0	0	0	2	16	56	0	0	0
	Sub-Total Costs	$225	$195	$210	$488	$0	$700	$0	$0	$0	$420	$2,880	$6,216	$0	$0	$
3	**Improvement Plans**															
	3.1	1	2	4	8	14	26							2	8	1
	3.2							3	1	18						
	3.3	1	2	3	8	14	28	4	4	52						
	3.4		1	2	6			2	3	2						
	3.5		2	4	8	12	20									
	Sub-Total Hours	2	7	13	30	40	74	9	8	72	0	0	0	2	8	1
	Sub-Total Costs	$450	$1,365	$1,365	$3,660	$4,000	$3,700	$1,360	$880	$7,865	$0	$0	$0	$330	$1,000	$1,
4	**Specifications**															
	4.1		1		4			1	3	1						
	Sub-Total Hours	0	1	0	4	0	0	1	3	1	0	0	0	0	0	0
	Sub-Total Costs	$0	$105	$0	$488	$0	$0	$160	$330	$110	$0	$0	$0	$0	$0	$
5	**Construction Cost Estimate**															
	5.1				4	6		2	1							
	Sub-Total Hours	0	0	0	4	6	0	2	1	0	0	0	0	0	0	0
	Sub-Total Costs	$0	$0	$0	$900	$1,350	$0	$320	$110	$0	$0	$0	$0	$0	$0	$
6	**Project Coordination and Meetings**															
	6.1		8													
	6.2		4		4											
	6.3				4											
	6.4		4													
	Sub-Total Hours	0	16	0	8	0	0	0	0	0	0	0	0	0	0	0
	Sub-Total Costs	$0	$3,120	$0	$976	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$
7	**Services During Construction**															
	7.1		4	4				6								
	7.2		8	8				2	6	6						
	Sub-Total Hours	0	12	12	0	0	0	8	6	6	0	0	0	0	0	0
	Sub-Total Costs	$0	$2,340	$1,260	$0	$0	$0	$1,280	$660	$660	$0	$0	$0	$0	$0	$
8	**As-Built Plans**															
	8.1		2	2	4	8	14									
	8.2				8	8	14	2	2	8						
	Sub-Total Hours	0	2	2	12	16	28	2	2	8	0	0	0	0	0	0
	Sub-Total Costs	$0	$390	$210	$1,464	$1,600	$1,400	$320	$220	$880	$0	$0	$0	$0	$0	$

Task	Total Hours	Total Cos
1	16	$ 2,319
2	96	$ 11,334
3	280	$ 27,655
4	10	$ 1,193
5	13	$ 2,680
6	24	$ 4,096
7	44	$ 6,200
8	72	$ 6,484
Grand Total	**555**	**$ 61,961**

Attachment: Consultant Agreement LLG ATPL-5169 (045) (2109 : Award of ATPL-5169(045) to LLG)

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting CONSULTANT's indemnification of CITY, and prior to commencement of Work, CONSULTANT shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and in a form satisfactory to CITY.

General liability insurance. CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. CONSULTANT shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. CONSULTANT shall maintain professional liability insurance that covers the Services to be performed in connection with this AGREEMENT, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this AGREEMENT and CONSULTANT agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this AGREEMENT.

Workers' compensation insurance. CONSULTANT shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

CONSULTANT shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees and volunteers.

Proof of insurance. CONSULTANT shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by CITY's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONSULTANT, his agents, representatives, employees or sub consultants.

Attachment: Consultant Agreement LLG ATPL-5169 (045) (2109 : Award of ATPL-5169(045) to LLG)

Primary/noncontributing. Coverage provided by CONSULTANT shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.

CITY's rights of enforcement. In the event any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this AGREEMENT.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of A.M. Best's Key Rating Guide, unless otherwise approved by the CITY's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its sub consultants.

Enforcement of contract provisions (non estoppel). CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONSULTANT of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

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Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. CONSULTANT agrees to ensure that its sub consultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONSULTANT, provide the same minimum insurance coverage and endorsements required of CONSULTANT. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONSULTANT agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.

CITY's right to revise specifications. The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the CITY and CONSULTANT may renegotiate CONSULTANT's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.

Timely notice of claims. CONSULTANT shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

Attachment: Consultant Agreement LLG ATPL-5169 (045) (2109 : Award of ATPL-5169(045) to LLG)

RESOLUTION NO. 16 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING AN AGREEMENT WITH LINSCOTT, LAW AND GREENSPAN, ENGINEERS TO PROVIDE PROFESSIONAL DESIGN SERVICES FOR THE CITY OF EL CENTRO FOR THE 2016 ACTIVE TRANSPORTATION PROGRAM IMPROVEMENTS PROJECT ATPL-5169 (045)

WHEREAS, it is necessary for the City Council of the City of El Centro, California ("the City Council") to approve a professional services agreement with Linscott, Law and Greenspan, Engineers, an active California Corporation, for the 2016 Active Transportation Program Improvements Project ATPL-5169 (045) ("the Agreement") in the City of El Centro ("the City"); and

WHEREAS, the City Council finds that its approval of the Agreement is in the best interest of the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. That the foregoing is true, correct and adopted.

2. That the City Council does hereby approve the Agreement.

3. That the City's Deputy City Manager is hereby authorized to sign the Agreement on behalf of the City, a copy of which in on file in the Office of the City Clerk.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California held on the day of , 2016.

CITY OF EL CENTRO

By _____
Alex Cardenas, Mayor

ATTEST:

By _____
L. Diane Caldwell, City Clerk

///

///

Attachment: Resolution No. 16- (2109 : Award of ATPL-5169(045) to LLG)

APPROVED AS TO FORM:
Office of the City Attorney

By _____
Elizabeth L. Martyn, City Attorney

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, L. Diane Caldwell, City Clerk of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 16- was duly and regularly adopted a regular meeting of the City Council of the City of El Centro, California, held on the day of , 2016 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

By _____
L. Diane Caldwell, City Clerk

Attachment: Resolution No. 16- (2109 : Award of ATPL-5169(045) to LLG)

Approval of Consulting Services Agreement with KTU+A for ATP/SR2S Plan

CITY MANAGER'S RECOMMENDATION:
Adopt Resolution No. 16- ,RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING AN AGREEMENT WITH KTU+A PLANNING AND LANDSCAPE ARCHITECTURE, TO PROVIDE PROFESSIONAL PLANNING SERVICES FOR THE CITY OF EL CENTRO ACTIVE TRANSPORTATION/SAFE ROUTES TO SCHOOL PLAN ATPLNI-5169 (048)

FISCAL IMPACT:
No Impact to the General Fund.

STRATEGIC PLANNING PROGRAM 2013-2018 RELATION:
- Goal #1 Transportation and Mobility, Objective 4. Improve Conditions of Streets
- Goal #1 Transportation and Mobility, Objective 5. Bicycle Travel

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTORS LICENSE, REFERENCE CHECKS, INSURANCE, ETC:
Consultant is in the process of obtaining a City Business License.

BACKGROUND:
The City was awarded grant funding in the amount of $150,000 from the California Department of Transportation to prepare a combined Active Transportation and Safe Routes to School Plan. The purpose of the proposed Plan is to assess existing active transportation conditions and recommend policies and infrastructure to improve active transportation throughout the City. Recognizing that students rely heavily on non-motorized transportation in the community, the Plan will also include a Safe Routes to School (SR2S) element.

DISCUSSION:
Following the City's procurement procedures, a Request for Proposal (RFP) was issued in October 2016. Planning and Engineering staff reviewed proposals submitted by six (6) consulting firms and determined that the proposals from Alta Planning, KTU+A and TranspoGroup were the most qualified. After conducting interviews with the three firms, KTU+A was the top scoring firm receiving 296 out of 300 possible points.

1. KTU+A 296
2. Alta Planning 290
3. TranspoGroup 264

KTU+A Project Schedule

TASK	DESCRIPTION	SCHEDULED
Document review	*Hold kick-off meeting and review existing planning documents.*	December 2016 - January 2017
Existing Conditions, Data Collection and Public Outreach	*Evaluate existing active transportation network and analyze bicycle/pedestrian collision data. Coordinate/manage outreach events, and prepare online survey, branding materials, & fact sheets.*	January 2017 - May 2017
Analysis and Recommendations	*Map and describe existing and proposed active transportation facilities, prioritize project & program development, gather data measuring bicycle & pedestrian trips, and propose wayfinding & signage guidelines.*	January 2017 - June 2017
Draft Plan	*Produce draft plan for City review, prepare final plan, and present plan to Planning Commission and City Council.*	May 2017 - October 2017

CONCLUSION:

Adopt Resolution No. 16-_____ RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING AN AGREEMENT WITH KTU+A PLANNING AND LANDSCAPE ARCHITECTURE, TO PROVIDE PROFESSIONAL PLANNING SERVICES FOR THE CITY OF EL CENTRO ACTIVE TRANSPORTATION/SAFE ROUTES TO SCHOOL PLAN ATPLNI-5169 (048)

ATTACHMENTS:

- Exhibit A- Resolution (PDF)
- Exhibit B-Consulting Services Agreement (PDF)

RESOLUTION NO. 16–

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING AN AGREEMENT WITH KTU+A PLANNING AND LANDSCAPE ARCHITECTURE, TO PROVIDE PROFESSIONAL PLANNING SERVICES FOR THE CITY OF EL CENTRO ACTIVE TRANSPORTATION/SAFE ROUTES TO SCHOOL PLAN ATPLNI-5169 (048)

WHEREAS, it is necessary for the City Council of the City of El Centro, California ("the City Council") to approve a professional services agreement with KTU+A, Planning and Landscape Architecture, an active California Corporation, for the Active Transportation/Safe Routes to School Plan ATPLNI-5169 (048) ("the Agreement") in the City of El Centro ("the City"); and

WHEREAS, the City Council finds that its approval of the Agreement is in the best interest of the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. That the foregoing is true, correct and adopted.

2. That the City Council does hereby approve the Agreement.

3. That the Deputy City Manager is hereby authorized to sign the Agreement on behalf of the City, a copy of which is on file in the Office of the City Clerk.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California held on the day of , 2016.

CITY OF EL CENTRO

By _____
Alex Cardenas, Mayor

ATTEST:

By _____
L. Diane Caldwell, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

By _____
Elizabeth L. Martyn, City Attorney

Attachment: Exhibit A- Resolution (2120 : Approval of Consulting Services Agreement with KTU+A for ATP/SR2S Plan)

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, L. Diane Caldwell, City Clerk of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 16- was duly and regularly adopted a regular meeting of the City Council of the City of El Centro, California, held on the day of , 2016 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

By _____
L. Diane Caldwell, City Clerk

THE CITY OF EL CENTRO

COMMUNITY DEVELOPMENT DEPARTMENT

AGREEMENT FOR CONTRACTING SERVICES

FOR THE ACTIVE TRANSPORTATION / SAFE ROUTES TO SCHOOL PROJECT

BETWEEN THE CITY OF EL CENTRO

AND

KTU+A PLANNING AND LANDSCAPE ARCHITECTURE

CITY OF EL CENTRO
PROFESSIONAL SERVICE AGREEMENT FOR NON-CONSTRUCTION PROJECT

This PROFESSIONAL SERVICE AGREEMENT (PSA) FOR NON-CONSTRUCTION PROJECT ("AGREEMENT"), is made and effective as of , 2016 between the City of El Centro ("CITY"), a municipal corporation and KTU+A LANDSCAPE AND PLANNING ARCHITECTURE ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This AGREEMENT shall commence on the day of , 2016 and shall remain and continue in effect until tasks described herein are completed, but in no event later than unless sooner terminated pursuant to the provisions of this AGREEMENT.

II. SERVICES

CONSULTANT shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing. Except as incorporated here, this Agreements supersedes the provisions of Consultant's proposal.

III. PERFORMANCE

CONSULTANT shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONSULTANT hereunder in meeting its obligations under this AGREEMENT.

IV. CITY MANAGEMENT

CITY'S COMMUNITY DEVELOPMENT DIRECTOR shall represent CITY in all matters pertaining to the administration of this AGREEMENT, review and approval of all products submitted by CONSULTANT, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to CONSULTANT. City's Manager shall be authorized to act on CITY's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change CONSULTANT's compensation, subject to Section 5 hereof.

V. PAYMENT

A. The CITY agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed one hundred forty-nine thousand eight hundred ninety-six dollars ($149,896.00) for the total term of the AGREEMENT unless additional payment is approved as provided in this AGREEMENT.

B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and CONSULTANT at the time CITY's written authorization is given to CONSULTANT for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the AGREEMENT, but in no event shall such sum exceed ten-thousand dollars ($10,000.00). Any additional work in excess of this amount shall be approved by the Governing Board.

C. CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the CITY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice therefore. If the Fee Schedule does not specify cost reimbursement, no cost reimbursement shall be paid.

VI. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

A. The CITY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon the CONSULTANT at least ten (10) days prior written notice. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If the CITY suspends or terminates a portion of this AGREEMENT such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.

B. In the event this AGREEMENT is terminated pursuant to this Section, the CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to the CITY. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the CITY pursuant to Section 5.

VII. DEFAULT OF CONSULTANT

A. The CONSULTANT's failure to comply with the provisions of this AGREEMENT shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this AGREEMENT, CITY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to the CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of work hereunder arises out causes beyond the CONSULTANT's control, and without fault or negligence of the CONSULTANT, it shall not be considered a default.

B. If the City Manager or his/her designee determines that the CONSULTANT is in default in the performance of any of the terms or conditions of this AGREEMENT, he/she shall cause to be served upon the CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the CONSULTANT fails to cure its default within such period of time or fails to present the CITY with a written plan for the cure of the default, the CITY shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this AGREEMENT without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this AGREEMENT.

VIII. OWNERSHIP OF DOCUMENTS

A. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by CITY that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of CITY or its designees at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this AGREEMENT, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this AGREEMENT shall become the sole property of the CITY and may be used, reused, or otherwise disposed of by the CITY without the permission of the CONSULTANT. With respect to computer files, CONSULTANT shall make available to the CITY, at

the CONSULTANT's office and upon reasonable written request by the CITY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. CONSULTANT hereby grants to CITY all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by CONSULTANT in the course of providing the services under this AGREEMENT.

IX. INDEMNIFICATION

A. Indemnity for professional liability

When the law establishes a professional standard of care for CONSULTANT'S Services, to the fullest extent permitted by law, CONSULTANT shall indemnify, protect, defend and hold harmless CITY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by any negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or sub-consultants (or any CITY or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services under this AGREEMENT.

B. Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CITY, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this AGREEMENT by CONSULTANT or by any individual or CITY for which CONSULTANT is legally liable, including but not limited to officers, agents, employees or subcontractors of CONSULTANT.

C. Duty to defend

In the event the CITY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by CITY, CONSULTANT shall have an immediate duty to defend the CITY at CONSULTANT's cost or, at CITY's option, to reimburse CITY for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and CITY, as to whether liability arises from the sole negligence

Attachment: Exhibit B-Consulting Services Agreement (2120 : Approval of Consulting Services Agreement with KTU+A for ATP/SR2S Plan)

of the CITY or its officers, employees, or agents, CONSULTANT will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONSULTANT will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

X. INSURANCE

CONSULTANT shall maintain prior to the beginning of and for the duration of this AGREEMENT insurance coverage as specified in **Exhibit C** attached to and part of this AGREEMENT.

XI. INDEPENDENT CONSULTANT

A. CONSULTANT is and shall at all times remain as to the CITY a wholly independent consultant and/or independent contractor. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the CITY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against CITY, or bind CITY in any manner.

B. No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in the AGREEMENT, CITY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for CITY. CITY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

XII. LEGAL RESPONSIBILITIES

The CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this AGREEMENT. The CONSULTANT shall at all times observe and comply with all such laws and regulations. The CITY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this Section.

XIII. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the CITY in connection with the award, terms or implementation of this AGREEMENT, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the CITY has or will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this AGREEMENT or any work to be conducted as a result of this AGREEMENT. Violation of this Section shall be a material breach of this AGREEMENT entitling the CITY to any and all remedies at law or in equity.

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of CITY, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this AGREEMENT.

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

A. All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without CITY's prior written authorization. CONSULTANT, its officers, employees, agents, or sub-consultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this AGREEMENT or relating to any project or property located within the CITY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

B. CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the CITY, unless the CITY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the CITY of such Discovery. CITY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless CITY is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with CITY and to provide the opportunity to review any response to discovery requests provided by

Attachment: Exhibit B-Consulting Services Agreement (2120 : Approval of Consulting Services Agreement with KTU+A for ATP/SR2S Plan)

CONSULTANT. However, CITY's right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

XVI. NOTICES

Any notices which either party may desire to give to the other party under this AGREEMENT must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To CITY:
City of El Centro
Norma M. Villicaña
1275 West Main Street
El Centro, CA 92243

Attention: City Clerk
L. Diane Caldwell
1275 West Main Street
El Centro, CA 92243

To CONSULTANT:
John E. Holloway, Principal
KTU+A Planning + Landscaping Architecture
3916 Normal Street
San Diego, CA 92103

XVII. ASSIGNMENT

The CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the CITY. Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only CONSULTANT shall perform the services described in this AGREEMENT. JOHN E. HOLLOWAY may use assistants, under his direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide CITY fourteen (14) days' notice prior to the departure of JOHN E. HOLLOWAY from CONSULTANT's employ. Should he leave CONSULTANT's employ, the CITY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the CONSULTANT. Before retaining or contracting with any CONSULTANT for any services under this AGREEMENT, CONSULTANT shall provide CITY with the identity of the proposed CONSULTANT, a copy of the proposed

written contract between CONSULTANT and such sub-consultant which shall include and indemnity provision similar to the one provided herein and identifying CITY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from CITY for such insurance.

XVIII. LICENSES

At all times during the term of this AGREEMENT, CONSULTANT shall have in full force and effect, all licenses required of it by law for the performance of the services described in this AGREEMENT.

XIX. GOVERNING LAW

The CITY and CONSULTANT understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this AGREEMENT and also govern the interpretation of this Agreement. Any litigation concerning this AGREEMENT shall take place in the municipal, superior, or federal district court with jurisdiction over the CITY.

XX. ENTIRE AGREEMENT

This AGREEMENT contains the entire understanding between the parties relating to the obligations of the parties described in this AGREEMENT. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this AGREEMENT or with respect to the terms and conditions of this AGREEMENT, are merged into this AGREEMENT and shall be of no further force or effect. Each party is entering into this AGREEMENT based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

XXI. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

CONSULTANT is bound by the contents of CITY's Request for Proposal, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the CONSULTANT, Exhibit "E" hereto. In the event of conflict, the requirements of CITY's Request for Proposals and this AGREEMENT shall take precedence over those contained in the CONSULTANT's proposals. The incorporation of the CONSULTANT's proposal shall be for the scope of services to be provided only, and any other terms and conditions included in such proposal shall have no force and effect on this AGREEMENT or the relationship between CONSULTANT and/or CITY, unless expressly agreed to in writing.

XXII. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this AGREEMENT on behalf of CONSULTANT warrants and represents that he/she has the authority to execute this AGREEMENT on

behalf of the CONSULTANT and has the authority to bind CONSULTANT to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CONSULTANT

By:_____
(Signature)

_____
(Typed Name)

_____
(Title)

City of El Centro
A Municipal Corporation

_____
Marcela Piedra, Deputy City Manager

ATTEST:

_____
L. Diane Caldwell, City Clerk

APPROVED AS TO FORM:
CITY Attorney

By: _____
Elizabeth L. Martyn

Attachments:	Exhibit A	Tasks To Be Performed
	Exhibit B	Payment Schedule
	Exhibit C	Insurance Requirements
	Exhibit D	Request for Proposal
	Exhibit E	Consultant's Proposal

Attachment: Exhibit B-Consulting Services Agreement (2120 : Approval of Consulting Services Agreement with KTU+A for ATP/SR2S Plan)

EXHIBIT A

TASKS TO BE PERFORMED

TASK 1: DOCUMENT REVIEW

1.1 Kick-off meeting

KTU+A will coordinate with the City to compile an agenda and a brief presentation prior to conducting a project kick-off meeting in El Centro. Likely coordination issues will be addressed at the kick-off meeting, such as communications protocols, contacts, schedule and preferred submittal method.

1.2 Review adopted City planning documents pertinent to the project such as the Bicycle Master Plan, General Plan, Project SHAPE, etc.

1.3 Review other agencies' plans for consistency such as the County of Imperial Bicycle Master Plan, Imperial County Safe Routes to School Regional Master Plan, and the Southern California Association of Government's Sustainable Communities Strategy and Regional Transportation Plan.

Prior to the kick-off meeting, KTU+A will review the previous planning efforts noted in the RFP to help identify potential issues, as well as to begin the data collection process to determine what needed datasets are available. This will also help expedite the process to identify project contacts who can help to gather any additional needed data.

KTU+A will collect GIS data from Imperial County and SCAG and will supplement that with the City's data. Once data needs have been established, KTU+A will begin to collect, create and assemble GIS mapping of existing bicycle paths, lanes and routes, trails, bicycle parking facilities, pedestrian walkways, the transit service network, key community destinations (schools, libraries, parks, pedestrian districts, community centers, churches, employment centers, etc.), and any important connections between the bicycle and walking transportation networks and the destinations where City residents live, work and play, both locally and regionally.

TASK 2: EXISTING CONDITIONS DATA COLLECTION

2.1 Identify deficiencies in the existing pedestrian network deterring safe and convenient access to key destinations (e.g. schools, parks, community centers, transit, and non-motorized transportation facilities).

2.2 Evaluation of the sidewalk network within the City of El Centro and identify and record any gaps in connectivity, hazards, obstructions, missing curb ramps, and general noncompliance with ADA regulations.

KTU+A will employ GIS analysis to delineate pedestrian walksheds and to provide a streamlined, defensible analysis for identifying deficiencies in the pedestrian network and developing improvements around key destinations. KTU+A will focus on prioritizing projects within a half-mile of these destinations, summarizing the needs of each destination's walking environment. While not a new method, using a network-based walkshed analysis provides a much more accurate representation of how a person navigates a street network than the traditional radius method. It results in a more refined study area conducive to a half-mile walkshed (or 10-minute walk time) for data collection and analysis. This method also allows for cumulative walksheds from multiple key destinations so that multiple benefits derived from multiple destinations can be identified, thereby increasing the likelihood of receiving construction funding.

Data collection for these tasks will begin with a desktop exercise, identifying missing sidewalks with a half-mile walkshed around key destinations. These will then be mapped and used in Task 3.3 to verify the data while conducting the walk audits for efficient data collection.

KTU+A's experience with First Mile/Last Mile concepts, along with safe routes to school, parks and transit techniques for plan and project development will be utilized to evaluate pedestrian needs. This technique will be presented and refined with City staff for approval before being implemented in further analysis.

2.3 Sidewalk improvement prioritization. Maps displaying the findings of the sidewalk evaluation will be prepared and a GIS shapefile will be provided to the City.

Focusing on the previously defined areas (walkshed) around the schools, KTU+A's sidewalk prioritization model considers the relative need and feasibility of sidewalk improvements to ensure investment occurs in areas with the greatest propensity for pedestrian activity. The model's accessibility index addresses an array of critical inputs weighted to reflect their relative importance. Relatively low cost (short length) improvements that yield high pedestrian benefits in critical access areas score higher. Although cost is important, it is purposefully weighted slightly lower than accessibility to make it a potential tie-breaking factor for comparable projects within the sidewalk priority model, should they occur. Further descriptions of specific accessibility indices follow.

Attractors: These include attractions within walking distance that people would likely walk to. "Walking distance" is generally considered to be a half mile and attractors include offices, neighborhood and regional service and commercial centers, parks and recreation facilities, transit stops, pre-schools and daycare centers, libraries, post offices and other public facilities, religious facilities and schools.

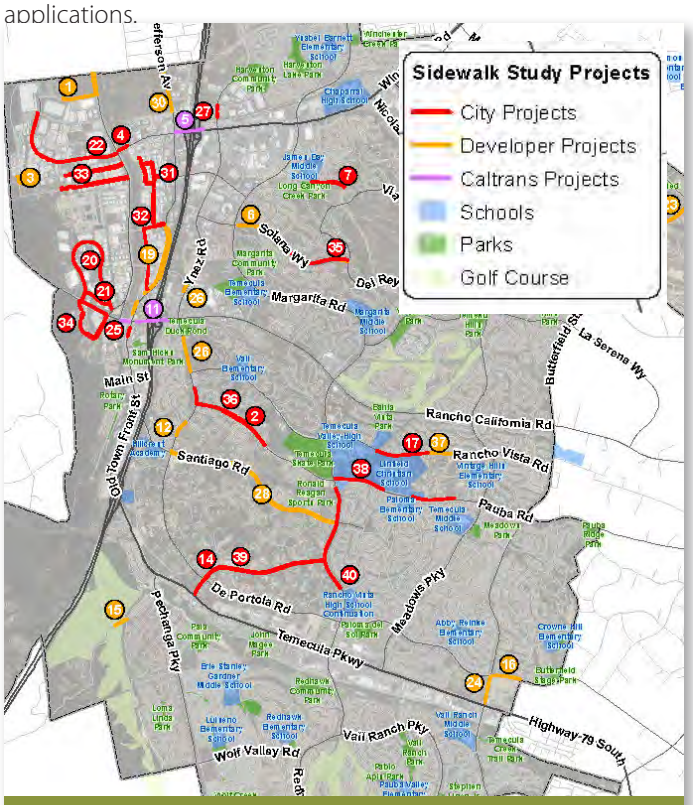
Projects that affect a greater variety of attractors earn more points, regardless of the gross number of attractors. Schools are considered a particularly important pedestrian attractor, and therefore result in more points awarded. For example, a project with three schools within its walkshed earn three times as many points under that category as a project with only one.

Feasibility: This input relates to the length of a contiguous pedestrian path to ensure the practicality of specific facilities, including evaluating their connections with each other. Shorter and more connected facilities therefore earn more points.

Generators: These largely relate to demographic information derived from US Census data. Projects within the census tract near greater residential and employment density, especially those with greater walking and transit mode share and less car ownership, receive more points than projects without those traits.

Barriers: Several inputs known to function as pedestrian barriers are included in the prioritization model, including, collisions, higher speed limits, higher traffic volumes and freeway crossings. Average speed limits and traffic volumes are employed for each zone. All inputs, with the exception of freeway crossings, are weighted according to severity. Freeway crossings, owing to the significant barriers they represent, are weighted more strongly irrespective of quantity.

This model will be customized in consultation with the City, depending on available data, factors to be included and their desired weighting. Once the variables are defined with City input, KTU+A will work with City staff to tailor them to best reflect El Centro's existing conditions. This model provides an objective tool to assist in recommending and ranking sidewalk improvements. Its value lies in the fact that this ability to objectively prioritize projects directly supports future City grant applications.



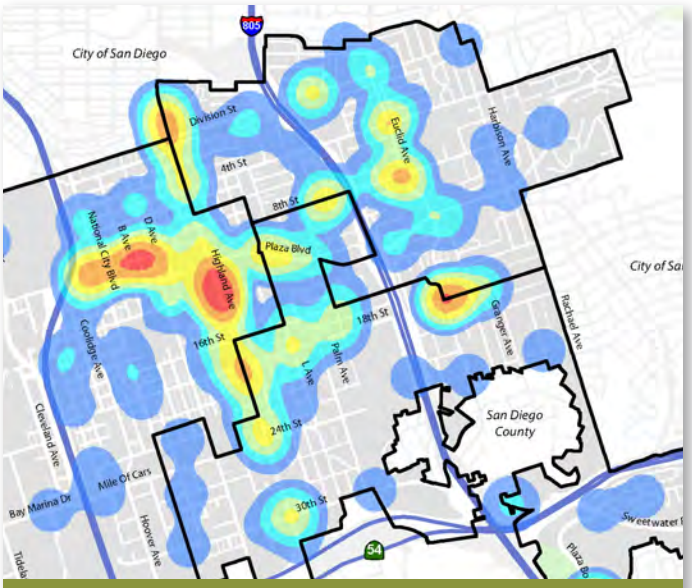
City of Temecula Sidewalk Inventory

2.4 Gather data measuring the number and location of collisions, serious injuries, and fatalities suffered by bicyclists and pedestrians, both in absolute numbers and as a percentage of all collisions and injuries; establish a goal for lowering collisions, serious injuries, and fatalities after implementation of the Plan.

KTU+A will collect and analyze the City's bicycle and pedestrian-related collision data to identify particularly where education may improve driver/cyclist/pedestrian issues. Data will be compiled from the California Highway Patrol's Statewide Integrated Traffic Records System (SWITRS). Collision data provide insight into patterns of unsafe bicycling and pedestrian environments. Besides evaluating SWITRS data, local law enforcement will be contacted since they often have more detailed collision reporting that can be valuable in evaluating existing conditions.

Patterns in time of day, time of year and how they relate to location can highlight specific behaviors. A high number of morning or afternoon collisions involving youth may call for increased education for students riding or walking to and from school, for example. A pattern of crashes resulting from wrong-way bicycle riding would suggest additional cyclist education programs focused on correcting this dangerous behavior. Additionally, a pattern of mid-block collisions versus at intersections may be evidence of localized visibility or engineering issues.

The collision data analysis results will be compiled into a GIS-based "heat map" visually highlighting concentrated collision areas and overlaid with vehicle volumes. This will be used primarily to help highlight deficiencies and subsequent recommendations. For example, based on discussions with City staff, if collision "hotspots" correspond with field observations where a geometric or behavioral change appears to be warranted, the team is likely to recommend solutions such as traffic calming, safety improvement countermeasures or education programs.



City of National City Bike Collision Heat Map

Attachment: Exhibit B-Consulting Services Agreement (2120 : Approval of Consulting Services Agreement with KTU+A for ATP/SR2S Plan)

2.5 A map and description of existing and proposed land use and settlement patterns which will include, but not be limited to, locations of residential neighborhoods, schools, shopping centers, public buildings, major employment centers, and other destinations.

Based on available data, the KTU+A team will initially develop a map and description identifying biking and walking destinations from the above list, but will then work with City staff to identify any other "activity centers" that warrant inclusion in subsequent analysis. For example, parks are typically included in our analysis because surveys conducted for our active transportation projects virtually always rank them as one of the three most desirable destination types, along with schools and retail centers. The resulting maps become layers that inform our GIS analysis and graphics included in the plan document to help illustrate and validate the prioritization process. These maps directly support future grant applications and are often included in them.

TASK 3: PUBLIC OUTREACH & SAFE ROUTES TO SCHOOL

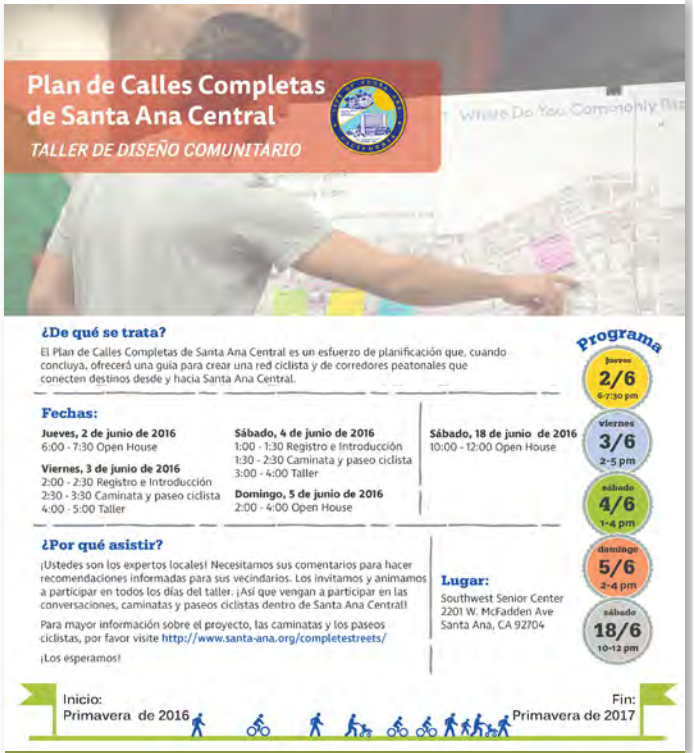
3.1 Coordinate and manage three (3) public outreach activities with at least one targeting local students.

Public input is critically important in defining the best walking and biking routes. Local knowledge of a city's everyday cycling and walking environment is one of the most important information sources we consider. To gather this knowledge, the KTU+A team will coordinate and manage three public outreach events, with at least one targeting local students. Both KTU+A and Circulate San Diego have significant outreach experience, have bi-lingual outreach specialists, and team up often for such events.

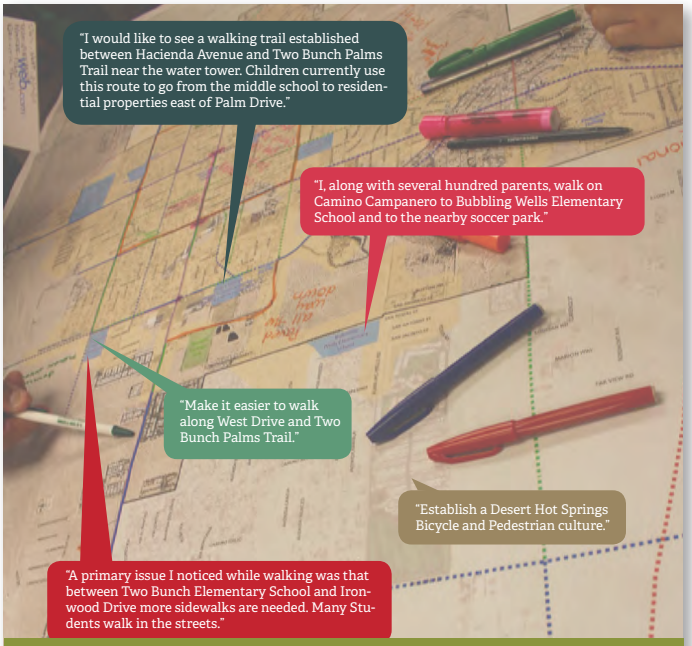
The KTU+A team will conduct the public workshops or other events as public forums to gather insights into what the community feels are the crucial issues and priorities related to the active transportation system. As an example, the first two workshop will focus on helping residents identify active transportation issues and priorities in their community. The third workshop will focus on reviewing the proposed ATP priority projects and potential design solutions. KTU+A team members will be on-hand to answer questions and facilitate feedback.

KTU+A will develop the necessary presentation materials, including PowerPoint presentations, graphic exhibits and large scale aerial color maps.

Encouraging attendance is a key consideration. We have found that conventional public meetings scheduled on weekday evenings are often not well attended. While public involvement generally includes some type of public workshops, instead of conventional meetings, they could be conducted as on-site events or as part of other scheduled city events to help boost attendance. KTU+A has successfully employed this technique for recent trail and mobility projects, especially in cities that have a similar demographics as El Centro. In cities such as Chino, Goleta, and Pico Rivera, KTU+A set up booths as part of city, community or school district organized events. At most of our recent events, over a hundred citizens stopped by our booth during a morning or afternoon. A recent KTU+A blog post by mobility planner Joe Punsalan addressed our public outreach techniques: http://www.ktua.com/blog/2016/04/18/pop-up-event-best-practices/



City of Santa Ana Complete Streets Workshop Announcement



City of Desert Hot Springs Bike Ped Plan Public Comments

If public workshops are the preferred venue, workshop agendas will include a brief orientation presentation addressing the overall project study area and goals. This short overview will allow the remainder of workshop time to be devoted to public input. The analysis team will be prepared to compile attendees' suggestions and any other comments regarding the study segments. Spanish translation and materials will be provided.

For these workshops, KTU+A plots detailed large-scale maps with aerial photo backgrounds on which comments can be placed. We plot such maps in-house using our large format color plotter, which is mainly used to produce public outreach products like this.

Conveying new or unfamiliar ideas to decision-makers, public officials and concerned citizens requires clear visual communication. To do this, KTU+A utilizes the latest technology and techniques available. We continually strive to find ways to make complex issues and concepts comprehensible to all through the use of easily understood graphics. This particularly applies to the graphics and mapping we produce for public meetings, much of which often then appears in the project document.

City of Santa Ana Complete Streets Workshop Presentations

City of Chino Bike Ped Plan Pop-Up Workshop

Other input methods could include website communication using surveys, such as online map annotation using the ArcGIS Online app. This free app allows anyone to pinpoint a location on an online map, add a comment, and even a geo-referenced photo, if desired. This app can be part of early project publicity, such as through established city social media channels, and has proven valuable to supplement workshop input. It is assumed that a project page would be maintained on the city website, along with a link to download the app.

Project announcements and status updates can be provided for the City to distribute via its existing social media channels. Other media relations can include press releases to publicize input and events.

Public involvement comments and other input will be compiled to help identify issues and opportunities and summarized in a memo that will become part of the draft document.

The school-focused event is intended to reveal valuable insights and feedback into walking and biking from the perspective of local youth. Circulate San Diego and KTU+A suggest activities in concert with events such as Bike to School Day in May. These internationally-known events will allow the project to leverage significant local and regional momentum in promoting the event, securing participation incentives, and otherwise realizing a greater return on investment.

Students will arrive at school and be greeted by a table staffed with Circulate San Diego staff. While there, they can review project concepts presented in an age-appropriate format, and will also be rewarded for walking, biking, or rolling to school with either a small incentive or an opportunity drawing entry. In addition, the project team will engage students to get their vision for the future of El Centro in regards to walking and biking.

3.2 Safe Routes to School Walk Audits

Circulate San Diego will lead the walk audit task of this contract. Staff will begin by contacting school district representatives to develop an appropriate approach to the task, one that minimizes classroom interruptions. The key deliverables for each school include the following:

- Initial meeting with school administrators to develop a school workplan
- Presentation at one existing school committee, likely to include Site Council, PTA, ELAC, or similar as identified by school personnel
- Walk audit exercise with parents, teachers and other members of the school community
- Detailed outreach report summarizing findings
- In-class tallies and parent surveys using materials developed by the National Center for Safe Routes to School

Attachment: Exhibit B-Consulting Services Agreement (2120 : Approval of Consulting Services Agreement with KTU+A for ATP/SR2S Plan)

Materials for the walk audit and parent surveys will be developed in English and Spanish, and Spanish-speaking staff will be present at all community engagement events.

City of Santa Ana Complete Streets Walk Audit

3.3 Safe Routes to School Recommendations

Based on the results of the previous tasks, KTU+A will have LLG and Circulate San Diego collaborate on Safe Routes to School recommendations, which our firms have accomplished together for a number of active transportation projects.

Based on the field investigations and input from the walk audits, recommendations may include closing sidewalk gaps, improving street crossings, increased lighting and better bicycle facilities. These are the typical improvements that the team typically receives from the public. However, other amenities such as public art, plazas and even programs such as a "walking train" or a "biking train" have been identified.

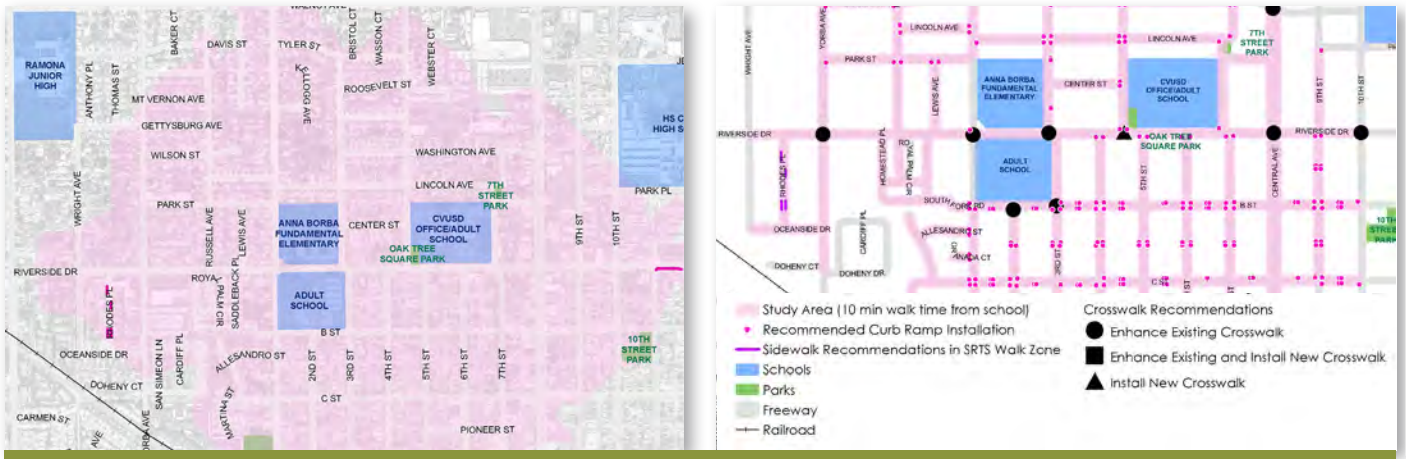
The KTU+A team has a strong foundation of both programs and infrastructure for safe routes to school. Circulate San Diego and LLG will compile the recommendations developed from the results of Task 3.2 as Suggested Routes to School Maps for each of the study area's 15 schools. These maps can be turned into parent and student handouts, complete with age-appropriate tips on safe walking and biking, for printing and distribution, for an additional fee.

3.4 Online survey (questions and mapping), project branding and information material

Online survey results have proven their worth as important baselines for driving, walking, transit use and cycling behavior and preferences. Our experience has shown that online methods are efficient ways to gather relevant information because they allow those who cannot attend public outreach events or are hesitant to speak in public to voice their opinions, ideas and concerns. Many respondents also provide more insightful comments when they can do so at their leisure. Along with the survey, an interactive map link will be provided so that participants can add additional asset and opportunities information to help inform development of viable alternatives, especially for specific locations they deem important. This online mapping platform geo-references citizen inputs that can then be downloaded into the project GIS database, allowing the KTU+A team to focus on those areas about which the most comments are made. This survey information can also be incorporated into the prioritization analysis and its weighting customized to reflect City staff input.

HIKEBIKETEMECULA.ORG

WALKBIKEGOLETA



Chino Valley Unified School District Anna Borba Walkshed

Attachment: Exhibit B-Consulting Services Agreement (2120 : Approval of Consulting Services Agreement with KTU+A for ATP/SR2S Plan)

TASK 4: ANALYSIS AND RECOMMENDATIONS

4.1 A map and description of existing and proposed bicycle transportation facilities.

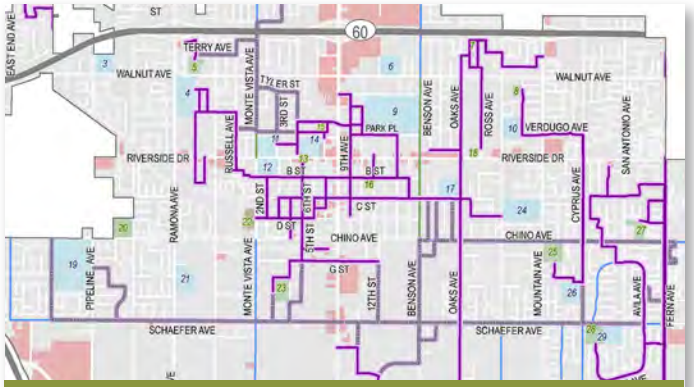
Project and network map development will include combining all the Task 2 input, identifying and closing the City's bikeway and walkway network gaps, and utilizing opportunities along any abandoned railways, power lines and other easements. Connections to schools, employment areas, public facilities, parks, bus and transit stops, as well as connections to adjacent cities' facilities, are all components of facility recommendations. Other factors such as traffic volumes, speed limits, collision history, project cost and feasibility are additional elements analyzed for project development. In many instances, these "hot spots" are conducive to additional bicycle parking and even locations for bike share stations, if desired.

Project details may include suggested lane widths, traffic calming treatments, signage, street crossing improvements and flood channel and power line easement alternatives. In addition, this task will include the identification of amenities to further encourage cycling and walking in El Centro, such as bicycle lockers or racks, additional walkways and parklets, and proposed locations for each amenity. The City will be asked to review these recommended projects for feasibility prior to ranking and cost estimating.

Rank	Facility	From	To	Required Width (ft)	Existing Width (ft)	Delta	Notes
10	Springdale Street						
Bicycle lane feasible.		Edinger Avenue	Meadowlark Drive	70	78	8	Red curb entire west side
		Meadowlark Drive	Heil Avenue	76	78	2	Red curb on both sides near churches
11	Heil Avenue						
Full bicycle lane may not be feasible for entire section.		Bolsa Chica Street	Regina Circle	64	63	-1	Striped bicycle lane in both directions
		Regina Circle	268' w/o Del Mar Lane	70	63	-7	Shared parking/bicycle lane (13') westbound, no facilities eastbound
		268' w/o Del Mar Lane	Del Mar Lane	70	69	-1	
		Del Mar Lane	270' east of Del Mar Lane	68	68	0	• Parking and bicycle lane striped westbound • Bicycle lane only striped eastbound
		270' east of Del Mar Lane	Graham Place	58	63	5	• Parking and bicycle lane striped westbound • Bicycle lane striped east-

Pedestrian Facility Feasibility Analysis

KTU+A recently developed a GIS-based Neighborhood Greenways Routing (LSR) tool to help automate the identification of potential cycling and walking routes. This tool incorporates bicycle boulevards and neighborhood greenways characteristics where non-motorized modes improvements can be identified. These characteristics include speed limits, multi-use path connections, traffic volumes, freeway crossings and number of intersections. The LSR is then run to connect to activity centers such as schools, parks, transit stations and other locations identified by stakeholders, City staff and through public input. This affords a cost-effective and data-driven analysis of existing bicycle facilities and identification of future bicycle and pedestrian routes. El Centro's predominantly traditional street grid lends itself to this analysis to highlight corridors that would be cost-effective, and benefit bicycle and pedestrian use.



City of Chino Neighborhood Greenways Routing Tool

4.2 A description of the projects and programs proposed in the plan and a listing of their priorities for implementation, including the methodology for project prioritization and a proposed timeline for implementation.

KTU+A has been at the forefront in developing bicycle and pedestrian-related modeling to expedite the analysis process for project prioritization and implementation, identifying City needs and for public presentations. With our experience first developing and then continuously modifying these tools, KTU+A can efficiently perform analysis and prepare presentation materials. Final datasets will then be delivered to the City to build upon. These analyses are critical to successful funding applications because they provide objective, data-driven criteria that help agencies such as Caltrans and SCAG to select projects for approval supported by the analysis already accomplished for this project.

KTU+A will identify implementation strategies and priorities for future bicycle and pedestrian facilities, including coordination with new projects and incorporation into typical maintenance practices. KTU+A will recommend changes to existing City standards and/or ordinances to implement the plan.

KTU+A will develop a list of prioritized projects to include opportunities and constraints, improvements and cost estimates. The prioritization process includes results from the Bicycle and Pedestrian Priority Index and other metrics, such as system gaps, collision rates and safety concerns. Depending on the project and its needs, cost estimates can include improvements such as painted lane treatments, intersection controls and additional signage, for example.

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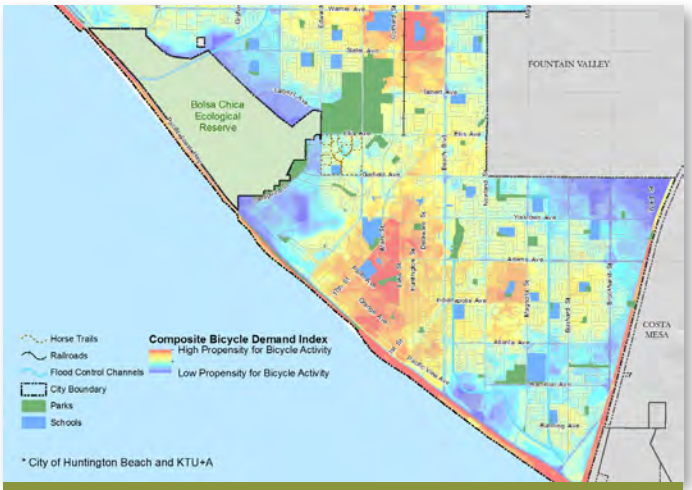
When the prioritized projects are approved for each facility type, an implementation process can be developed. This process can include:

- Propose a phasing strategy to implement on-street bicycle lanes and walkways incrementally;
- Identify high demand/priority routes and destinations that should be implemented first;
- Identify existing infrastructure projects already approved to incorporate bicycle and pedestrian facilities;
- Prioritize the remaining routes to be built after high priority routes are completed;
- Identify national, state and local funding sources available to implement bicycle and pedestrian facilities;
- Identify other funding ideas/mechanisms being utilized in other communities;
- Strategize ways to market cycling as a means of transportation and incentivize developers to incorporate bicycle friendly design into their developments; and
- Future steps for the Active Transportation Plan.



City of Huntington Beach Composite Bike-Ped Priority Model

The KTU+A team will develop recommendations to quantify the benefits in relation to the project cost to calculate a benefit-cost ratio. The benefit-cost ratio or cost-effectiveness of a project will be used to help prioritize bicycle and pedestrian planning projects in support of the best investment of local funds and/or for future requests for ATP and other non-motorized mobility funds.

The Caltrans Planning Division has developed its ATP benefit-cost tool to calculate the ratio of the benefits of the project relative to the total project cost. This tool and the NCHRP Report 552 can be used as part of the overall prioritization, phasing and implementation of various active transportation modes. This analysis be used to assist in prioritizing projects and providing the City metrics for future grant applications.

4.3 A map and description of existing and proposed bicycle transport and parking facilities for connections with and use of other transportation modes. These will include, but not be limited to, parking facilities at transit stops, park and ride lots, and provisions for transporting bicyclists and bicycles on transit.

The focus of this task will be the identification and documentation of the range of travel modes available within the City of El Centro, with particular emphasis on the identification of Imperial Valley Transit local, regional and inter-regional transit services that can provide efficient connections to extend bicyclists' travel range without having to drive themselves.

In this task, all transit routes, stations and stops will be identified graphically on a map of the City. This map can then be overlaid on the bicycle network map developed in subsequent tasks to identify and strengthen connections between the planned bicycle network and transit services. Information related to service frequency, destinations and connections served, and span of service will also be documented in a matrix will be used as part of the network development and evaluation process.

At this time, base data will be updated as needed and existing condition maps and information will be collected, organized and produced to begin analysis. This task will help to guide the anticipated tasks and analyses needed to create the active transportation plan.

4.4 Gather data measuring existing bicycle trips and pedestrian trips represented in absolute terms and as a share of all trips. Also, provide the estimated increase in bicycle trips and pedestrian trips resulting from the implementation of the plan.

The KTU+A team, lead by LLG, will use SCAG regional forecasts, American Community Survey data and other 2010 Census data to estimate existing bicycle commuters and other mode shares. Formulas based on increasing bicycle mode shares will be utilized to estimate El Centro's future bicycle commuter increase. The bicycle counts will also be used as baseline information to develop guidance in monitoring improvements as bicycle facilities are implemented. Estimation of other mode shares, vehicle miles reduced, and air quality benefits will also be included as required by SB 375.

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4.5 Proposed signage and wayfinding guidelines along bicycle and pedestrian networks to designated destinations.

KTU+A has extensive bicycle and pedestrian wayfinding, signage and branding experience throughout southern California. These include information kiosks and trail wayfinding for San Diego's Balboa Park trail system, San Dieguito River Trail design and signage, Lemon Grove's Main Street Promenade, Temecula's trails and bikeways and Dana Point's bikeway system. Themes for the City of El Centro could include historical, agricultural, geographic or cultural references. Continuing successful existing themes will also be explored.

City of La Mesa Urban Trail Wayfinding Signage

4.6 Description of the policies and procedures for maintaining existing and proposed bicycle and pedestrian facilities, including, but not limited to, the maintenance of smooth pavement, freedom from encroaching vegetation, maintenance of traffic control devices including striping and other pavement markings, and lighting.

The KTU+A team will conduct an evaluation of existing policies and procedures for maintaining existing and proposed bicycle facilities, and development of a performance-monitoring program. Each of these efforts is described below.

KTU+A will work with the City to evaluate bicycle facility maintenance and compare it against national best practices. Recommendations will be made for modifications to the maintenance schedule and procedures, as needed, to enhance the provision of new bicycle facilities as they are installed.

4.7 A description of bicycle and pedestrian safety, education, and encouragement programs conducted within El Centro by the El Centro Police Department and California Highway Patrol and the resulting effect on accidents involving bicyclists and pedestrians.

KTU+A will coordinate with the City to determine the appropriate Police Department and Highway Patrol personnel. KTU+A will then contact them to verify what programs they have conducted and what their resulting effect has been on collisions involving bicyclists and pedestrians.

TASK 5: DRAFT AND FINAL PLAN

5.1 Produce Draft Plan - The Draft and Final Report will include:

- **A description of existing and new policies related to bicycle parking in public locations, private parking areas and in new commercial and residential developments.**
- **A description of the extent of community involvement in the development of the plan, including how individuals from disadvantaged and underserved communities participated.**
- **A description of how the ATP/SR2S Plan has been coordinated with neighboring jurisdictions, including school districts, and is consistent with other local and regional transportation plans.**
- **A description of past expenditures for bicycle and pedestrian facilities and programs, and future financial needs for projects and programs that improve safety and convenience for bicyclists and pedestrians in the plan area. Include anticipated revenue sources and potential grant funding for bicycle and pedestrian uses.**

KTU+A will compile the necessary financial information provided by the City and combine it with the implementation plan cost estimate and prioritization to fulfill this requirement and provide the City with a practical template to begin planning to fund the recommended bicycle projects.

KTU+A continually updates our funding sources as new ones are created and older ones end. This is especially important since California has folded several former programs into a comprehensive Active Transportation Program. Our updated funding database provides the City with the latest information to apply for grants to plan and construct bicycle and pedestrian projects. The KTU+A team has successful grant writing experience and can work the City with writing a grant at the end of the project.

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- **A description of steps necessary to implement the plan and the reporting process that will be used to keep the adopting agency and community informed of the progress being made in implementing the plan.**

Much of the ATP requirements to be included in the Draft and Final Report are virtually identical to those required previously by Bicycle Transportation Plans in California, of which KTU+A has prepared more than 20. All were approved by Caltrans. We are therefore very familiar with these requirements and how to incorporate them into a coherent document. Usually on the last page, we recommend including an ATP requirements checklist that clearly indicates where each one was addressed within the document. This is provided as a service to evaluating agencies to expedite their review process and this has become a standard feature in our plans.

The Draft Plan will be compiled in Adobe InDesign, the industry standard publishing software. InDesign supports efficient assembly of text, graphics, maps and tables into a coherent, usable format. The requirement for a minimum of 15 exhibits will undoubtedly be met. We strive to provide as much of the document's information as possible in graphic form. This is one of the most important ways the document format will be optimized for use in future funding applications. While clarity is the ultimate goal for employing significant amounts of graphic content, another reason is that State funding agencies have indicated that they would like to see more graphic and mapping information than is generally provided in grant applications. The document file will be exported as a PDF file and provided as both hard copies and on compact discs.

In support of our mobility planning projects, KTU+A regularly updates and will include in this plan a toolbox of innovative pedestrian and bicycle treatments, such as addressing complex intersections. This includes detailed design and engineering guidelines in conjunction with three-dimensional bicycle and pedestrian facility renderings.

Complete Streets 3D Graphics

5.2 Final Plan

Draft Plan comments will be addressed to produce a Final Plan, which will also be compiled in Adobe InDesign and exported as a PDF file, as well as converted into a 2010 Microsoft Word, as required by the RFP. Exhibits will be provided in editable format, such as ArcGIS or AutoCAD.

5.3 Presentation of ATP/SR2S Plan to the Planning Commission.

5.4 Presentation to City Council for recommendation and adoption.

A presentation will be prepared that will serve as a Plan synopsis or executive summary. The exhibits prepared for the document will be incorporated into the presentation, which can be provided in PowerPoint and PDF formats for wider distribution, if desired.

DELIVERABLES

- Fifteen (15) hard copies of the Draft ATP/SR2S Plan inclusive of a minimum of fifteen (15) exhibits;
- Five (5) compact discs (CDs) of the Draft ATP/SR2S Plan in PDF format;
- Ten (10) hard copies of the Final ATP/SR2S Plan;
- Five (5) CDs of the Final ATP/SR2S Plan. The CD will include a 2010 Microsoft Word copy of the ATP/SR2S Plan and all exhibits included in the ATP/SR2S Plan will be provided in ArcGIS, AutoCAD, or other format that can be edited.

Active Transportation Project Branding for the City of Chino

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EXHIBIT B

PAYMENT SCHEDULE

Fee Proposal

RFP # ATPL-5169 (048)

City of El Centro
Active Transportation Plan / Safe Routes to School

		KTU+A					LLG		CSD		Expenses	
		Principal	Senior Associate	Associate / GIS Manager	Senior Planner / Designer	Planner / Designer	Principal Engineer	Engineer / Planner	Program Manager	Planner		
		John Holloway	Joe Punsalan	Diana Smith	Jacob Leon	Juan Bonilla	KC Yellapu	Erika Carino	Brian Gaze	Name	Type	Cost
		$175	$145	$125	$115	$105	$216	$133	$135	$100		
1	**Document Review**											
1.1	Kick-off meeting	8	8	8			8		8	8		$200
1.2	Review adopted City planning documents pertinent to project	2			8							
1.3	Review other agencies' plans	2			8							
	Sub-total Hours:	12	8	8	16	0	8	0	8	8	Materials:	$0
	Sub-total Costs:	$2,100	$1,160	$1,000	$1,840	$0	$1,728	$0	$1,080	$800	Labor:	$9,708
											Total for Item 1:	$9,708
2	**Existing Conditions Data Collection**											
2.1	Identify deficiencies in existing pedestrian network deterring safe and convenient access to key destinations	2				32			8	16		
2.2	Evaluation of sidewalk network within City of El Centro	2	4	24		40			8	24		$500
2.3	Sidewalk improvement prioritization	2		24		24			8	16		
2.4	Bicycle and Pedestrian Collision Analysis	2		8								
2.5	Map and description of existing and proposed land use and settlement patterns	2		4								
	Sub-total Hours:	10	4	60	0	96	0	0	24	56	Materials:	$500
	Sub-total Costs:	$1,750	$580	$7,500	$0	$10,080	$0	$0	$3,240	$5,600	Labor:	$28,750
											Total for Item 2:	$29,250
3	**Public Outreach and Safe Routes to School**											
3.1	Coordinate/manage three public outreach activities (at least one targeting local students)	6							24	60		$300
3.2	Safe Routes to School walk audits	8			60				24	60		$3,000
3.3	Safe Routes to School recommendations		4	16	8		8	32	24	16		
3.4	Develop online survey (questions and mapping), branding materials, fact sheets, etc.			4	12							
	Sub-total Hours:	14	4	20	80	0	8	32	72	136	Materials:	$3,300
	Sub-total Costs:	$2,450	$580	$2,500	$9,200	$0	$1,728	$4,256	$9,720	$13,600	Labor:	$44,034
											Total for Item 3:	$47,334
4	**Analysis and Recommendations**											
4.1	Map and description of existing and proposed bicycle transportation facilities	4	8	8								
4.2	Prioritized project and program development	24		16	24		4		16	8		
4.3	Map and description of existing and proposed bicycle transport and parking facilities for connections with and use of other transportation modes			8			4	8				
4.4	Gather data measuring existing bicycle trips and pedestrian trips		2	12				16				
4.5	Proposed signage and wayfinding guidelines along bicycle and pedestrian networks to designated destinations	2			8							
4.6	Description of the policies and procedures for maintaining existing and proposed bicycle and pedestrian facilities	2			8							
4.7	Description of bicycle and pedestrian safety, education, and encouragement programs conducted by Police Department and CHP	2							16	8		
	Sub-total Hours:	34	10	44	40	0	8	24	32	16	Materials:	$0
	Sub-total Costs:	$5,950	$1,450	$5,500	$4,600	$0	$1,728	$3,192	$4,320	$1,600	Labor:	$28,340
											Total for Item 4:	$28,340
5	**Draft and Final Plan**											
5.1	Produce Draft Plan	24	20	16	40	40		8	8	12		
5.2	Final Plan	16	8	16	24	20						$300
5.3	Present Final ATP/SRTS Plan to Planning Commission	8										$50
5.4	Present Final ATP/SRTS Plan to City Council	8										$50
	Sub-total Hours:	56	28	32	64	60	0	8	8	12	Materials:	$400
	Sub-total Costs:	$9,800	$4,060	$4,000	$7,360	$6,300	$0	$1,064	$1,080	$1,200	Labor:	$34,864
											Total for Item 5:	$35,264
	Total Hours:	126	54	164	200	156	24	64	144	228	Materials:	$4,200
	Total Costs:	$22,050	$7,830	$20,500	$23,000	$16,380	$5,184	$8,512	$19,440	$22,800	Labor:	$145,696
						$89,760		$13,696		$42,240	Total	$149,896

	KTU+A:	LLG	CSD	
Labor Totals:				
Expenses Totals:	*$2,200*	*$200*	*$1,800*	*$4,200*

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EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting CONSULTANT's indemnification of CITY, and prior to commencement of Work, CONSULTANT shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and in a form satisfactory to CITY.

General liability insurance. CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. CONSULTANT shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. CONSULTANT shall maintain professional liability insurance that covers the Services to be performed in connection with this AGREEMENT, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this AGREEMENT and CONSULTANT agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this AGREEMENT.

Workers' compensation insurance. CONSULTANT shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

CONSULTANT shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees and volunteers.

Umbrella or excess liability insurance. CONSULTANT shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;

- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. CONSULTANT shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONSULTANT, his agents, representatives, employees or sub-consultants.

Primary/noncontributing. Coverage provided by CONSULTANT shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.

CITY's rights of enforcement. In the event any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this AGREEMENT.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against

CITY, and shall require similar written express waivers and insurance clauses from each of its sub-consultants.

Enforcement of contract provisions (non estoppel). CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONSULTANT of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. CONSULTANT agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the project that is brought onto or involved in the project by CONSULTANT, provide the same minimum insurance coverage and endorsements required of CONSULTANT. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONSULTANT agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.

CITY's right to revise specifications. The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the

CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the CITY and CONSULTANT may renegotiate CONSULTANT's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.

Timely notice of claims. CONSULTANT shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

EXHIBIT D

REQUEST FOR PROPOSAL

Community Development Department
Planning & Zoning Division

REQUEST FOR PROPOSALS

COMBINED ACTIVE TRANSPORTATION/ SAFE ROUTES TO SCHOOL PLAN

State Project No. ATPL-5169 (048)

RELEASE DATE: SEPTEMBER 23, 2016

Contact Information:

City of El Centro
Community Development Department
Planning & Zoning Division
1275 W. Main Street
El Centro, CA 92243
Phone: (760) 337-4545
Fax: (760) 337-4564
www.cityofelcentro.org

DUE DATE: OCTOBER 14, 2016

Attachment: Exhibit B-Consulting Services Agreement (2120 : Approval of Consulting Services Agreement with KTU+A for ATP/SR2S Plan)

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Attachment: Exhibit B-Consulting Services Agreement (2120 : Approval of Consulting Services Agreement with KTU+A for ATP/SR2S Plan)

CITY OF EL CENTRO
REQUEST FOR PROPOSALS

COMBINED ACTIVE TRANSPORTATION/SAFE ROUTES TO SCHOOL PLAN

I. INTRODUCTION

The Planning and Zoning Division of the City of El Centro Community Development Department is requesting proposals from qualified consultants to prepare a combined Active Transportation and Safe Routes to School Plan for the City of El Centro ("City" or "the City"). Grant funding was awarded to the City from California Department of Transportation's 2014 Active Transportation Program to improve non-motorized transportation in El Centro. The subject of this request for proposals is the preparation of a plan to assess existing active transportation conditions and recommend policies and infrastructure to improve active transportation throughout the community. Recognizing that students rely heavily on non-motorized transportation in the community, the plan shall include a Safe Routes to School (SR2S) element. The overarching goal of the plan is to guide the future of non-motorized infrastructure in the City of El Centro.

II. BACKGROUND

El Centro serves as the seat of Imperial County and is its largest city with an estimated population of 45,170 residents. Several county, state and federal offices are located within the City and provide a significant share of the employment within the region. Additionally, El Centro is the regional shopping destination as it contains a regional mall and several large retail developments. These two factors result in a temporary, but significant increase of weekday vehicle traffic from persons living outside of the City.

Roadways in the City are oriented in a traditional grid configuration with four-lane arterials distributing traffic to large developments and to subsequently smaller local roadways. State Route 86 which consists of portions of Imperial Avenue, Adams Avenue, and 4th Street serves as the City's major roadway. Typical of many of the City's major thoroughfares, State Route 86 was constructed and designed to have automobiles travel quickly. This has resulted in many roadways being unconducive for active modes of transportation and seen as impediment for pedestrians and bicyclists wishing to cross them.

The City contains a total of fifteen (15) schools serving a total of 10,351 K-12 students. Most elementary schools located within residential neighborhoods and benefit from being within walking distances their students. However, there is a perception amongst parents and students that walking and biking to school is unsafe due to motor vehicle traffic and a lack of active transportation facilities.

III. PROJECT DESCRIPTION

The combined Active Transportation/Safe Routes to School Plan (ATP/SR2S Plan) shall assess the existing conditions of active modes of transportation and provide recommendations for infrastructure improvements and policies that address existing barriers and promote an increase of biking and walking throughout the community. The ATP/SR2S Plan shall be used to guide future infrastructure investments and to support requests for future grant funding. Particular focus shall be paid to identifying preferred routes for students to use to walk or bike to school. The ATP/SR2S Plan shall be in compliance with the 2014 Active Transportation Program Guidelines. The Plan shall also include an inventory of public sidewalks, identifying gaps in sidewalks and a plan for sidewalk repair or replacement. This will be the City's first ATP/SR2S Plan and significant community engagement and public participation shall be required in the developing the Plan.

IV. SCOPE OF SERVICES

The selected consultant shall be required to provide a detailed scope of services for the preparation of the ATP/SR2S Plan. Successful proposals shall address all pertinent requirements for the 2014 Active Transportation Program Guidelines. The following elements are anticipated to be critical components of the required scope of work and should provide prospective candidates with a starting point for developing a detailed scope of work:

- Review adopted City planning documents pertinent to the project such as the Bicycle Master Plan, General Plan, Project SHAPE, etc.

- Review other agencies' plans for consistency such as the County of Imperial Bicycle Master Plan, Imperial County Safe Routes to School Regional Master Plan, and the Southern California Association of Government's Sustainable Communities Strategy and Regional Transportation Plan.

- Identify deficiencies in the existing pedestrian network deterring safe and convenient access to key destinations (e.g. schools, parks, community centers, transit, and non-motorized transportation facilities). Include an evaluation of the sidewalk network within the City of El Centro and identify and record any gaps in connectivity, hazards, obstructions, missing curb ramps, and general noncompliance with ADA regulations. Sidewalk improvement prioritization shall also be included. Maps displaying the findings of the sidewalk evaluation shall be prepared and a GIS shapefile shall be provided to the City.

- Coordinate and manage three (3) public outreach activities with at least one targeting local students.

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- Gather data measuring existing bicycle trips and pedestrian trips represented in absolute terms and as a share of all trips. Also, provide the estimated increase in bicycle trips and pedestrian trips resulting from the implementation of the plan.

- Gather data measuring the number and location of collisions, serious injuries, and fatalities suffered by bicyclists and pedestrians, both in absolute numbers and as a percentage of all collisions and injuries; establish a goal for lowering collisions, serious injuries, and fatalities after implementation of the Plan.

- A map and description of existing and proposed land use and settlement patterns which must include, but not be limited to, locations of residential neighborhoods, schools, shopping centers, public buildings, major employment centers, and other destinations.

- A map and description of existing and proposed bicycle transportation facilities.

- Describe existing and new policies related to bicycle parking in public locations, private parking areas and in new commercial and residential developments.

- A map and description of existing and proposed bicycle transport and parking facilities for connections with and use of other transportation modes. These must include, but not be limited to, parking facilities at transit stops, park and ride lots, and provisions for transporting bicyclists and bicycles on transit.

- A description of proposed signage providing wayfinding along bicycle and pedestrian networks to designated destinations.

- A description of the policies and procedures for maintaining existing and proposed bicycle and pedestrian facilities, including, but not limited to, the maintenance of smooth pavement, freedom from encroaching vegetation, maintenance of traffic control devices including striping and other pavement markings, and lighting.

- A description of bicycle and pedestrian safety, education, and encouragement programs conducted within El Centro by the El Centro Police Department and California Highway Patrol and the resulting effect on accidents involving bicyclists and pedestrians.

- A description of the extent of community involvement in the development of the plan, including how individuals from disadvantaged and underserved communities participated.

- A description of how the ATP/SR2S Plan has been coordinated with neighboring jurisdictions, including school districts, and is consistent with other local and regional transportation plans.

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- A description of the projects and programs proposed in the plan and a listing of their priorities for implementation, including the methodology for project prioritization and a proposed timeline for implementation.

- A description of past expenditures for bicycle and pedestrian facilities and programs, and future financial needs for projects and programs that improve safety and convenience for bicyclists and pedestrians in the plan area. Include anticipated revenue sources and potential grant funding for bicycle and pedestrian uses.

- A description of steps necessary to implement the plan and the reporting process that will be used to keep the adopting agency and community informed of the progress being made in implementing the plan.

- Presentation of ATP/SR2S Plan to the Planning Commission and City Council for recommendation and adoption.

V. DELIVERABLES

The selected Consultant will be required to submit the following documents to the City for review:

- ✓ Fifteen (15) hard copies of the **Draft** ATP/SR2S Plan inclusive of a minimum of fifteen (15) exhibits;

- ✓ Five (5) compact discs (CDs) of the **Draft** ATP/SR2S Plan in PDF format;

- ✓ Ten (10) hard copies of the Final ATP/SR2S Plan;

- ✓ Five (5) CD's of the Final ATP/SR2S Plan. The CD shall include a 2010 Microsoft Word copy of the ATP/SR2S Plan and all exhibits included in the ATP/SR2S Plan shall be provided in ArcGIS, AutoCad, or other format that can be edited.

VI. PROPOSAL SUBMISSION REQUIREMENTS

The City must receive three (3) bound copies and one (1) unbound, reproducible copy of the proposal, along with one (1) electronic copy in Adobe Portable Document format (.pdf) on a CD, DVD, or USB drive. The proposal must be received by the Community Development Department, Planning & Zoning Division by 5:00 p.m. on **October 14, 2016.** The City reserves the right to issue written notice to all participating firms with any changes in the submission schedule, scope of work, or work-related products, should it be determined that such changes are necessary.

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All proposals must be delivered by the deadline date to:

City of El Centro
Attention: Planning & Zoning Division
1275 West Main Street
El Centro, CA 92243
RE: Combined Active Transportation Plan/Safe Routes to School Plan

*****All submitted documents will become part of the City's official files and will not be returned.*****

VII. TENTATIVE SCHEDULE

TASK	TENTATIVE DATE
1. Request for Proposals Release Date	September 23, 2016
2. Proposals Due	October 14, 2016
3. Interview with Selected Candidates	Week of October 31, 2016
3. City Council Selection and Award	December 6, 2016
4. Notice to Proceed	December 12, 2016
5. Draft ATP/SR2S Plan Complete for Review	June 30, 2017
6. Final ATP/SR2S Plan Complete	July 31, 2017
7. Planning Commission Presentation	September 12 2017
8. City Council approval of Final ATP/SR2S Plan	October 17, 2017

VIII. PROPOSAL REQUIREMENTS

Proposal responses must adhere to the requirements set forth in this section, both for content and sequence. Failure to adhere to these requirements or the inclusion of conditions, limitations or misrepresentations may be cause for rejection of the submittal. Use 8 ½" x 11" sheets (foldouts are acceptable for maps, charts, etc.) and font size large enough to be easily legible, but not smaller than 10 point. The original proposal and each subsequent copy must be submitted on paper, properly bound, and appropriately labeled in the following order:

A. **Cover Letter:** Provide a cover letter and introduction, including the name and address of

the organization and individual submitting the proposal, together with the name, address, telephone number, fax number, e-mail address of the contact person who will be authorized to represent the organization. The introduction shall express the consultant's ability and desire to meet the requirements of this Request for Proposals. The letter must be signed by an individual authorized to bind the firm contractually.

B. **Table of Contents:** This section shall include a detailed table of contents and an outline of the submittal, identified by sequential page number and by section reference number, and section title as described herein.

C. **Consultant Qualifications:** Describe the firm's resources, experience, and capabilities as it relates to the Scope of Services described under Section IV. Submit in the order identified below:

1. **Executive Summary:** An executive summary should briefly describe the consultant's qualifications, including experience in the preparation of non-motorized transportation plans. The summary should include a description of active transportation plan projects completed for communities similar to El Centro.

2. **Project Approach:** Provide a description of the project approach for executing all the tasks in the Scope of Services, including a detailed description of how the public outreach and the sidewalk network evaluation will be conducted. Describe any social media or web-based platforms for obtaining public input, as well as your firm's approach to conducting public meetings. Provide a preliminary scope of work and schedule aligned with key tasks as described in the RFP, with any additions or modifications recommended in the proposal.

3. **Work Schedule:** Review the preliminary scope of work and provide comments, including changes to schedule, sequencing, specific work items, and/or recommendations for additional work items or optional tasks. Include a proposed schedule or timeline, which includes phased milestones for the completion of the scope of work, based on an initial start date of December 12, 2016. The schedule should demonstrate how and what point the consultant will complete the ATP/SR2S Plan, incorporate all public outreach meetings and review period, and complete any necessary revisions to the ATP/SR2S Plan, pursuant to the direction of the Planning Commission and the City Council. The City desires that the ATP/SR2S Plan be completed in an expeditious manner and will assist the selected Consultant by providing them with background information necessary to complete the document.

4. **Qualifications and Experience:** Provide the firm's background and qualifications to perform the requested services. Identify all project personnel and/or sub consultants and their role in completing the ATP/SR2S Plan project, and summarize relevant qualifications and experience of each of the identified personnel. Also, provide a list of ATP or SR2S Plans previously prepared and/or

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similar projects completed for the past five (5) years.

5. **Fee Schedule & Cost Estimate:** Provide a fee schedule with hourly rates for each person who will be involved in the preparation of the plan. ***In a separate sealed envelope submit a not to exceed fee proposal tied to a fee estimate by key task or project phase.*** List any travel costs and any other direct or indirect costs associated with performing the required services. Provide a detailed cost breakdown including the cost and hours for each task necessary for the proposed scope of work. Costs should include hours and staff assignments for each task. The cost estimates should include cost for all administrative and material costs and shall be a not-to-exceed total budget amount.

6. **References:** The consultant shall provide a minimum of four (4) client references, preferably city or county governments for whom the consultant has previously had contracts with for the provision of services of equal type and scope within the last five (5) years. Do not include references from the City of El Centro.

IX. SELECTION CRITERIA

Proposals will be ranked using the following weighted criteria:

CRITERIA		POINTS
a.	Proposal demonstrates experience in completing similar projects for comparable communities	25
b.	Project schedule demonstrates ability to perform work within the time specified	15
c.	Proposal demonstrates commitment and ability of consultant staff to complete the project.	20
d.	Familiarity with planning and transportation issues in communities similar to El Centro.	10
e.	Quality of content and format of similar projects completed by consultant staff	15
f.	Quality of content and format of proposal	5
	TOTAL	**100**

X. SELECTION PROCESS

Based on relevant work experience, the completeness of the responses and the overall project approach identified in the proposals received, the most qualified firms will be invited, at their

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expense, for an interview with the selection committee. Interviews are tentatively scheduled for the week of October 31, 2016.

The City reserves the right to reject any or all proposals for any reason. The services to be provided shall be in accordance with the City's Standard Consultant Services Agreement which will be approved by the City Council.

Any questions concerning this Request for Proposal should be addressed to Norma Villicaña, Community Development Department Director, Planning & Zoning Division, 1275 Main Street, CA 92243. All questions shall be submitted in writing no later than TBD. Questions can be mailed to the aforementioned address or emailed to nvillicana@cityofelcentro.org. The City is an equal opportunity employer and minorities, females, and handicapped are encouraged to participate.

XI. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) EXCLUSION

The City of El Centro will be completing the CEQA documentation required for the proposed ATP/SR2S Plan. As such, please do not include CEQA compliance as part of the Scope of Services.

XII. ONLINE REFERENCES

Consultants are advised to refer to the City's website at www.cityofelcentro.org for a copy of our current Bicycle Master Plan, General Plan and other relevant City documents. Please refer to the following links:

Bicycle Master Plan:
http://www.cityofelcentro.org/userfiles/file/Planning/Final%20Adopted%20Bicycle%20Master%20Plan%202010(compressed).pdf

El Centro General Plan:
http://www.cityofelcentro.org/communitydevelopment/index.asp?m=1&page=55

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EXHIBIT E

CONSULTANT'S PROPOSAL

City of El Centro

Combined Active Transportation/ Safe Routes to School Plan

State Project No. ATPL-5169 (048)

October 14, 2016

ORIGINAL

Planning + Landscape Architecture

3916 Normal Street, San Diego, CA 92103
619 294-4477
www.ktua.com

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Active Transportation and Health
Three hours of biking per week can reduce the risk of heart disease by 50%.

Transportation Activity for Weight Loss
A bike rider weighing 180 pound can burn 245 calories in less than 30 minutes of travel, even at a slow pace.

The Built Environment Makes a Difference
People who live in walkable neighborhoods are twice as likely to get the recommended daily amount of physical activity.

Economic Return
Houses in areas of above average levels of walkability sell for $4,000 to $34,000 more than houses in ares of average walkability.

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3916 Normal Street
San Diego, CA 92103
619.294.4477
fax • 619.294.9965
www.ktua.com
LLA 2343 • 2386 • 250

October 14, 2016

Ms. Norma Villicaña, Director
City of El Centro
Community Development Department
Planning & Zoning Division
1275 W. Main Street
El Centro, CA 92243

Dear Ms. Villicaña,

Planning safe, enjoyable and convenient active transportation comes from understanding the surrounding environment and recognizing what destinations the community needs and wants to connect. Many California cities face mobility challenges similar to El Centro's and are attempting to encourage citizens to shift to more sustainable active transportation modes like biking and walking. The City of El Centro's Combined Active Transportation/Safe Routes to School Plan is a major step towards addressing changing mobility needs by encouraging more walking and bicycle use through safe and accessible facilities, including highlighting the importance of student involvement within this context.

KTU+A's comprehensive approach takes into account land and mobility planning, user experience, visualization and GIS analysis. With a project team composed of mobility planning, traffic engineering and outreach specialists working together, this Plan will address planning for a sustainable facility network connecting local destinations that can help support the mode shift goals of the Sustainable Communities Strategy (SCS) outlined in California Senate Bill 375.

This Plan will strive to equitably address walking and biking, especially to and from schools. While connectivity and convenience remain essential quality indicators for both bicycle and walking systems, recent research indicates that the increased acceptance and actual practice of daily cycling requires "low-stress" bicycle facilities. Facility types and design interventions intended to encourage ridership among the roughly 60 percent of riders who identify themselves as "interested, but concerned" tend to provide separation from high volume and high speed vehicular traffic. Similarly, the provision of suitable pedestrian facilities has been shown to result in real increases in walking.

John Holloway will serve as the principal in charge for this team. He is KTU+A's mobility team leader, a licensed landscape architect, and has managed a broad variety of bicycle, pedestrian and trail master planning and design projects throughout Southern California, including projects such as recent and ongoing citywide active transportation master planning for Moreno Valley, Temecula, Costa Mesa, Jurupa Valley, Goleta, Eastvale and Encinitas.

In terms of the range of staff capabilities assigned to this project, Joe Punsalan is our senior associate for active transportation and has conducted many plans and special studies for pedestrians and cyclists, as well as providing GIS expertise. He will be supported by Diana Smith, KTU+A's GIS technical manager, who provides mapping support for many of our active transportation planning projects. Jacob Leon and Juan Bonilla produce many of the graphics and 3D visualizations we count on to help people understand issues and potential solutions. Both can also provide Spanish interpretation and translation services, such as for the outreach events. Joe, Jacob and Juan are currently providing outreach, facilitating campus meetings, and conducting walk audits for SANBAG's SRTS program. Finally, KTU+A is supported by the outreach specialists of Circulate San Diego and the traffic engineering firm of Linscott Law & Greenspan, with whom we regularly partner.

We look forward to the opportunity to help identify the issues and solutions that will help to improve active transportation access, safety and connectivity in the City of El Centro.

Respectfully submitted,

Michael Singleton, AICP CTP
President, KTU+A

KTU+A PRIMARY CONTACT INFORMATION
John E. Holloway, Principal, ASLA, LCI
3916 Normal Street, San Diego, CA 92103
t: (619) 294-4477 x133; f: (619) 294-9965
john@ktua.com

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"We've been building cities as if the most important element is the car. We should be building like the most important element is the people."

~Brent Toderian

Executive Summary | **KTU+A Profile**

Community health concerns, air quality issues, climate change and ever-increasing energy costs are among the many factors driving the desire for more sustainable growth. An important component of this vision is planning that embraces complete streets. Whether achieved through the implementation of smart growth principles, traffic calming, universal access, or more consistent integration of pedestrian and bicycle facilities within our rights-of-way, the technical challenges must be met by making our streets complete and accessible to all users.

KTU+A brings together land use planners, transportation planners, sustainability experts, landscape architects, GIS analysts, outreach facilitators and graphic designers to focus on creating livable communities with mobility choices. KTU+A has expanded the boundaries of a traditional planning and landscape architecture office by incorporating active transportation, land use and transportation planning and resource planning practices into our portfolio. This diversity provides KTU+A the ability to shape the big picture while addressing the fine-grain details that contribute to sustainable natural and built environments.

ACTIVE TRANSPORTATION/SAFE ROUTES EXPERIENCE

KTU+A provides planning and design services for projects requiring the integration of urban design and transportation, including pedestrian, bicycle and transit facilities. Project types include corridor master plans, alignment alternatives, design feasibility, safety evaluation, land use scenarios, urban design guidelines, sustainability best practices, active transportation strategies, transportation demand management strategies, SRTS and ADA accessibility. KTU+A offers:

- *Customized Solutions* - Experience in researching and recommending innovative facility treatments and programs for specific issues.
- *Advanced Technology* - GIS computer applications for producing alignment analysis, pedestrian and bicycle suitability modeling, maps, route selection, graphic production, estimating and 3-D visualizations.
- *Integrated Plans* - Expertise in pedestrian and bikeway planning and commitment to the integration of recreation, land use planning, community design, urban design and non-motorized alternatives.
- *Safety* - Pedestrian and bicycle safety factors and common collision scenarios.
- *Design Sensitivity* - Professional experience with the integration of urban design elements within environmentally and visually sensitive areas.
- *Qualified Plans* - All plans prepared by KTU+A comply with State, Federal Highway Administration, AASHTO and MUTCD standards.

Our passion for planning and designing livable communities is evident in our actions:

- KTU+A staff members are involved in their communities, from community planning groups and advisory boards to philanthropic groups and student mentoring programs, with the goal of effecting positive change in our neighborhoods.
- KTU+A's office is located in a very walkable and bikeable neighborhood, with a goal of more bikes on the bike racks than cars in the parking lot. KTU+A is a Gold Level Bicycle Friendly Business as designated by the League of American Bicyclists.
- KTU+A's efforts to promote planning and design projects that focus on complete communities have been recognized by our professional organizations such as ASLA, APA, ULI, APWA and SAME.

YEAR FOUNDED
- 1970

ORGANIZATIONAL STRUCTURE
- California Corporation

NUMBER OF OFFICES
- 1 (San Diego)

CORPORATE OFFICERS
- Michael Singleton, President
- Kurt Carlson, Vice President
- Mark Carpenter, Vice President
- Sharon Singleton, Vice President
- John Holloway, Secretary
- Susan Cailing, Treasurer

EMPLOYEES - 38
- 12 Landscape Architects
- 10 Planners
- 2 Transportation Planners
- 6 Landscape Designers
- 1 Irrigation Designer
- 3 GIS Analysts
- 1 Graphic Designer
- 3 Accounting

CERTIFICATIONS
- Small Business Enterprise (Metro and California Department of General Services)

SERVICES

Planning
- Land Use | Transportation Planning
- Active Transportation Planning
- Resource Planning
- Federal Planning

Landscape Architecture
- Community Design
- Parks and Recreation
- Health Care
- Education
- Housing
- Hospitality
- Office and Retail

SUPPORT SERVICES
- Public Outreach
- GIS
- 3D Modeling and Simulations
- Sustainable Design
- Water Management
- Grant Writing

Attachment: Exhibit B-Consulting Services Agreement (2120 : Approval of Consulting Services Agreement with KTU+A for ATP/SR2S Plan)

Executive Summary | Linscott Law & Greenspan | Circulate San Diego

FIRM PROFILE

Linscott, Law & Greenspan, Engineers (LLG) provides transportation planning, traffic engineering, parking consulting, and design services. Since our founding in 1966, in excess of 10,000 engagements have been completed involving a wide variety of projects throughout the United States and overseas; however, the core of our practice is in Southern California.

LLG's specialties include:

- Traffic Planning and Operations Studies
- Traffic Impact Studies
- 2D & 3D Traffic Simulation
- Site Access and Circulation
- Shared Parking Demand Forecasting
- Parking Design and Planning
- Roundabout Analysis and Design
- Traffic Signal Design
- Traffic Signing and Striping Design
- Construction Zone Traffic Control Plans
- Preliminary/Conceptual Engineering
- Complete Streets Consultation
- Multi-Modal Planning
- Traffic Calming
- Mixed-Use Trip Generation
- Mobility Studies
- Pedestrian/Bicycle Planning
- Transportation Master Planning
- Planning Commission & City Council Presentations
- Local Planning Group Presentation
- Integration of Alternative Modes
- Traffic Studies and Specific Plans for EIRs
- General Plans
- Transportation Demand Management
- Congestion Management Program (CMP) (TDM) Analysis

LLG is a well-respected firm of medium size, comprised of dedicated professionals who serve our clients on a wide variety of traffic and transportation issues. LLG Principals and Senior Staff are recognized experts in these practice areas and possess professional registration in Traffic Engineering, Civil Engineering or both. Our diverse experience and expertise enables us to provide services to both public agencies and the private sector. Project organization is structured so that Principals and Senior Staff maintain direct involvement from project initiation to completion. A quality and successful outcome is LLG's primary objective.

FIRM PROFILE

Circulate San Diego's mission is to create excellent mobility choices and vibrant, healthy neighborhoods by offering Active Transportation Planning, Program Development and Implementation and Community Advocacy.

The organization resulted from a 2014 merger between WalkSanDiego and Move San Diego, the region's leading walk advocacy and transit groups respectively. While working in the same neighborhoods toward similar goals, the organizations saw an opportunity to better serve Southern California by coming together as a single entity to advocate for better transportation choices and more sustainable growth in our communities. We work with local governments, SANDAG, other nonprofits, the private sector, and local residents to promote the health, environmental, and economic benefits of better transportation options and wise land use decisions.

Circulate San Diego conducts "on the ground" programs as well as policy initiatives. We are a leader in Safe Routes to School programs throughout the region, improving safety and walking conditions for more than 30,000 students in Santee, Encinitas, San Ysidro, La Mesa, and Lemon Grove. We teach kids to walk and bike safely to school, and we work with local residents and city officials to identify, prioritize, and solve safety concerns so that parents will allow children to walk to school rather than drive them. Inactivity has been identified as one of the major causes of the childhood obesity epidemic. Getting kids walking and biking to schools is an important part of the solution to this issue.

We have worked with local governments on a variety of policy and planning issues, including transit-oriented development strategies, complete streets guidelines, and community-based transportation planning. Municipal policies are critical in achieving lasting change that will allow for sustainable communities to develop as natural resources and government resources face a population that will add 1,000,000 people to the region by 2050.

Over the next three years our strategic goals are to:

- Increase awareness of Vision Zero
- Champion human-scale land use, transportation, and place-making strategies in the San Diego region
- Connect neighborhoods and people with a multi-modal transportation network that is appealing, convenient, and safe
- Promote increased funding and policies that support active transportation and healthy, sustainable neighborhoods.

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TASK 1: DOCUMENT REVIEW

1.1 Kick-off meeting

KTU+A will coordinate with the City to compile an agenda and a brief presentation prior to conducting a project kick-off meeting in El Centro. Likely coordination issues will be addressed at the kick-off meeting, such as communications protocols, contacts, schedule and preferred submittal method.

1.2 Review adopted City planning documents pertinent to the project such as the Bicycle Master Plan, General Plan, Project SHAPE, etc.

1.3 Review other agencies' plans for consistency such as the County of Imperial Bicycle Master Plan, Imperial County Safe Routes to School Regional Master Plan, and the Southern California Association of Government's Sustainable Communities Strategy and Regional Transportation Plan.

Prior to the kick-off meeting, KTU+A will review the previous planning efforts noted in the RFP to help identify potential issues, as well as to begin the data collection process to determine what needed datasets are available. This will also help expedite the process to identify project contacts who can help to gather any additional needed data.

KTU+A will collect GIS data from Imperial County and SCAG and will supplement that with the City's data. Once data needs have been established, KTU+A will begin to collect, create and assemble GIS mapping of existing bicycle paths, lanes and routes, trails, bicycle parking facilities, pedestrian walkways, the transit service network, key community destinations (schools, libraries, parks, pedestrian districts, community centers, churches, employment centers, etc.), and any important connections between the bicycle and walking transportation networks and the destinations where City residents live, work and play, both locally and regionally.

TASK 2: EXISTING CONDITIONS DATA COLLECTION

2.1 Identify deficiencies in the existing pedestrian network deterring safe and convenient access to key destinations (e.g. schools, parks, community centers, transit, and non-motorized transportation facilities).

2.2 Evaluation of the sidewalk network within the City of El Centro and identify and record any gaps in connectivity, hazards, obstructions, missing curb ramps, and general noncompliance with ADA regulations.

KTU+A will employ GIS analysis to delineate pedestrian walksheds and to provide a streamlined, defensible analysis for identifying deficiencies in the pedestrian network and developing improvements around key destinations. KTU+A will focus on prioritizing projects within a half-mile of these destinations, summarizing the needs of each destination's walking environment. While not a new method, using a network-based walkshed analysis provides a much more accurate representation of how a person navigates a street network than the traditional radius method. It results in a more refined study area conducive to a half-mile walkshed (or 10-minute walk time) for data collection and analysis. This method also allows for cumulative walksheds from multiple key destinations so that multiple benefits derived from multiple destinations can be identified, thereby increasing the likelihood of receiving construction funding.

Data collection for these tasks will begin with a desktop exercise, identifying missing sidewalks with a half-mile walkshed around key destinations. These will then be mapped and used in Task 3.3 to verify the data while conducting the walk audits for efficient data collection.

KTU+A's experience with First Mile/Last Mile concepts, along with safe routes to school, parks and transit techniques for plan and project development will be utilized to evaluate pedestrian needs. This technique will be presented and refined with City staff for approval before being implemented in further analysis.

2.3 Sidewalk improvement prioritization. Maps displaying the findings of the sidewalk evaluation will be prepared and a GIS shapefile will be provided to the City.

Focusing on the previously defined areas (walkshed) around the schools, KTU+A's sidewalk prioritization model considers the relative need and feasibility of sidewalk improvements to ensure investment occurs in areas with the greatest propensity for pedestrian activity. The model's accessibility index addresses an array of critical inputs weighted to reflect their relative importance. Relatively low cost (short length) improvements that yield high pedestrian benefits in critical access areas score higher. Although cost is important, it is purposefully weighted slightly lower than accessibility to make it a potential tie-breaking factor for comparable projects within the sidewalk priority model, should they occur. Further descriptions of specific accessibility indices follow.

Attractors: These include attractions within walking distance that people would likely walk to. "Walking distance" is generally considered to be a half mile and attractors include offices, neighborhood and regional service and commercial centers, parks and recreation facilities, transit stops, pre-schools and daycare centers, libraries, post offices and other public facilities, religious facilities and schools.

Projects that affect a greater variety of attractors earn more points, regardless of the gross number of attractors. Schools are considered a particularly important pedestrian attractor, and therefore result in more points awarded. For example, a project with three schools within its walkshed earn three times as many points under that category as a project with only one.

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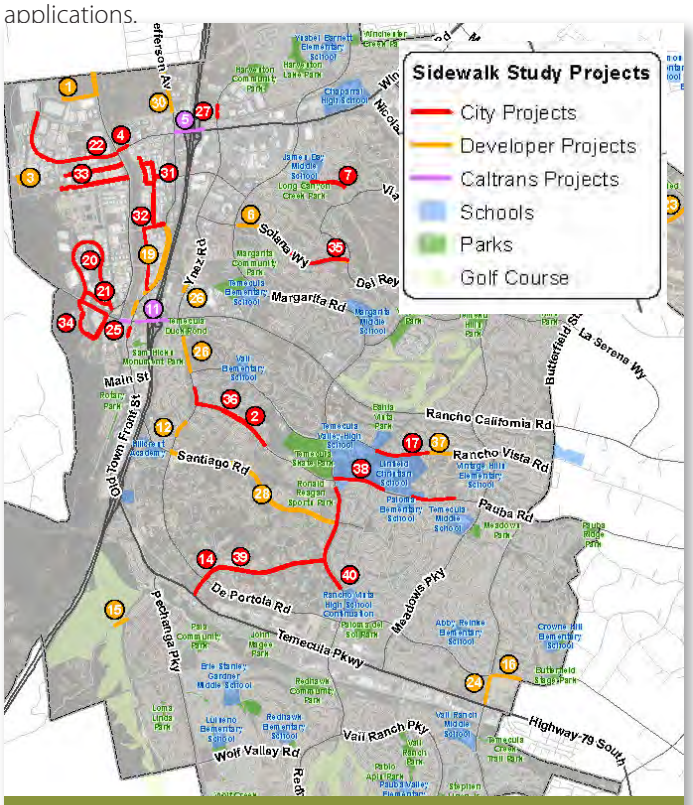
Feasibility: This input relates to the length of a contiguous pedestrian path to ensure the practicality of specific facilities, including evaluating their connections with each other. Shorter and more connected facilities therefore earn more points.

Generators: These largely relate to demographic information derived from US Census data. Projects within the census tract near greater residential and employment density, especially those with greater walking and transit mode share and less car ownership, receive more points than projects without those traits.

Barriers: Several inputs known to function as pedestrian barriers are included in the prioritization model, including, collisions, higher speed limits, higher traffic volumes and freeway crossings. Average speed limits and traffic volumes are employed for each zone. All inputs, with the exception of freeway crossings, are weighted according to severity. Freeway crossings, owing to the significant barriers they represent, are weighted more strongly irrespective of quantity.

This model will be customized in consultation with the City, depending on available data, factors to be included and their desired weighting. Once the variables are defined with City input, KTU+A will work with City staff to tailor them to best reflect El Centro's existing conditions. This model provides an objective tool to assist in recommending and ranking sidewalk improvements. Its value lies in the fact that this ability to objectively prioritize projects directly supports future City grant applications.



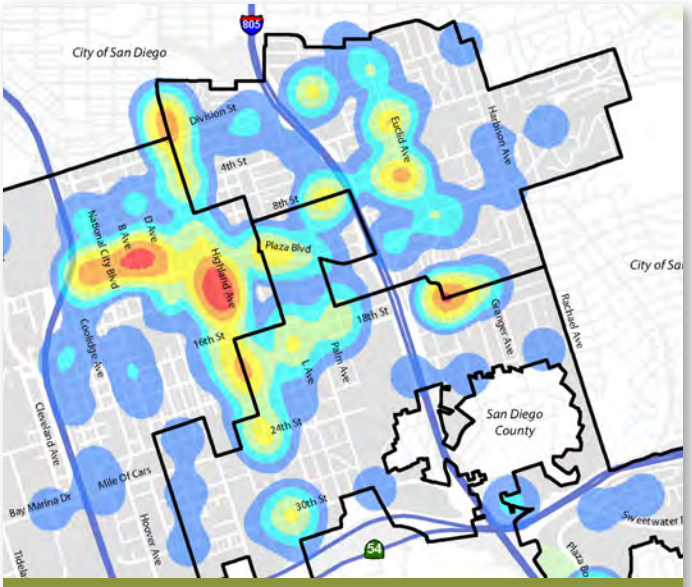
City of Temecula Sidewalk Inventory

2.4 Gather data measuring the number and location of collisions, serious injuries, and fatalities suffered by bicyclists and pedestrians, both in absolute numbers and as a percentage of all collisions and injuries; establish a goal for lowering collisions, serious injuries, and fatalities after implementation of the Plan.

KTU+A will collect and analyze the City's bicycle and pedestrian-related collision data to identify particularly where education may improve driver/cyclist/pedestrian issues. Data will be compiled from the California Highway Patrol's Statewide Integrated Traffic Records System (SWITRS). Collision data provide insight into patterns of unsafe bicycling and pedestrian environments. Besides evaluating SWITRS data, local law enforcement will be contacted since they often have more detailed collision reporting that can be valuable in evaluating existing conditions.

Patterns in time of day, time of year and how they relate to location can highlight specific behaviors. A high number of morning or afternoon collisions involving youth may call for increased education for students riding or walking to and from school, for example. A pattern of crashes resulting from wrong-way bicycle riding would suggest additional cyclist education programs focused on correcting this dangerous behavior. Additionally, a pattern of mid-block collisions versus at intersections may be evidence of localized visibility or engineering issues.

The collision data analysis results will be compiled into a GIS-based "heat map" visually highlighting concentrated collision areas and overlaid with vehicle volumes. This will be used primarily to help highlight deficiencies and subsequent recommendations. For example, based on discussions with City staff, if collision "hotspots" correspond with field observations where a geometric or behavioral change appears to be warranted, the team is likely to recommend solutions such as traffic calming, safety improvement countermeasures or education programs.



City of National City Bike Collision Heat Map

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2.5 A map and description of existing and proposed land use and settlement patterns which will include, but not be limited to, locations of residential neighborhoods, schools, shopping centers, public buildings, major employment centers, and other destinations.

Based on available data, the KTU+A team will initially develop a map and description identifying biking and walking destinations from the above list, but will then work with City staff to identify any other "activity centers" that warrant inclusion in subsequent analysis. For example, parks are typically included in our analysis because surveys conducted for our active transportation projects virtually always rank them as one of the three most desirable destination types, along with schools and retail centers. The resulting maps become layers that inform our GIS analysis and graphics included in the plan document to help illustrate and validate the prioritization process. These maps directly support future grant applications and are often included in them.

TASK 3: PUBLIC OUTREACH & SAFE ROUTES TO SCHOOL

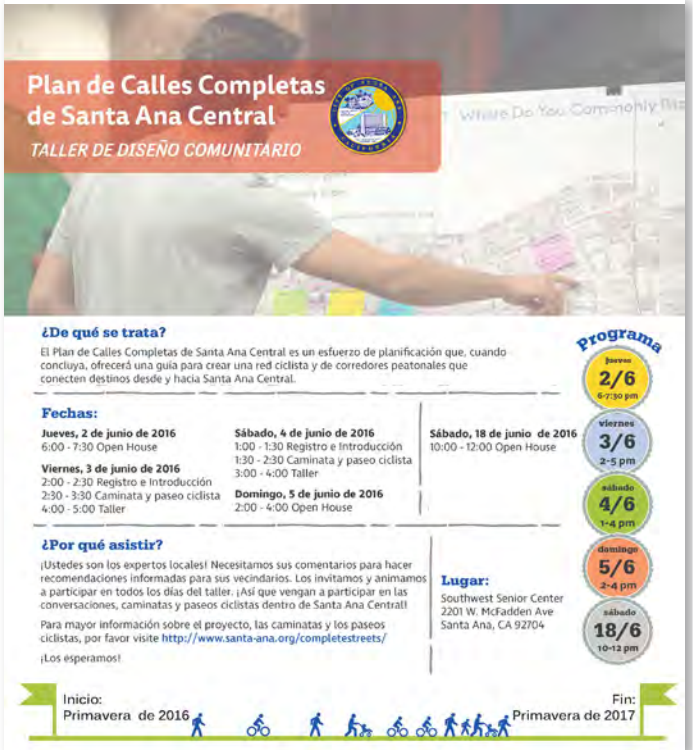
3.1 Coordinate and manage three (3) public outreach activities with at least one targeting local students.

Public input is critically important in defining the best walking and biking routes. Local knowledge of a city's everyday cycling and walking environment is one of the most important information sources we consider. To gather this knowledge, the KTU+A team will coordinate and manage three public outreach events, with at least one targeting local students. Both KTU+A and Circulate San Diego have significant outreach experience, have bi-lingual outreach specialists, and team up often for such events.

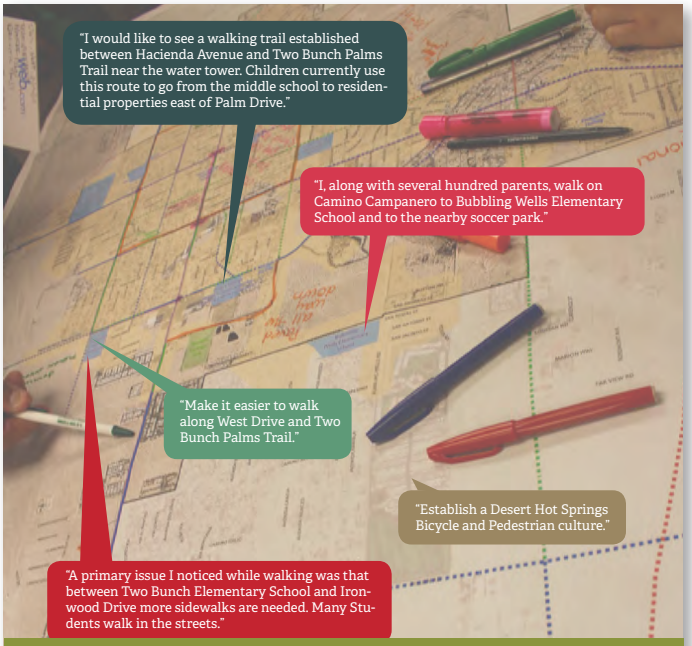
The KTU+A team will conduct the public workshops or other events as public forums to gather insights into what the community feels are the crucial issues and priorities related to the active transportation system. As an example, the first two workshop will focus on helping residents identify active transportation issues and priorities in their community. The third workshop will focus on reviewing the proposed ATP priority projects and potential design solutions. KTU+A team members will be on-hand to answer questions and facilitate feedback.

KTU+A will develop the necessary presentation materials, including PowerPoint presentations, graphic exhibits and large scale aerial color maps.

Encouraging attendance is a key consideration. We have found that conventional public meetings scheduled on weekday evenings are often not well attended. While public involvement generally includes some type of public workshops, instead of conventional meetings, they could be conducted as on-site events or as part of other scheduled city events to help boost attendance. KTU+A has successfully employed this technique for recent trail and mobility projects, especially in cities that have a similar demographics as El Centro. In cities such as Chino, Goleta, and Pico Rivera, KTU+A set up booths as part of city, community or school district organized events. At most of our recent events, over a hundred citizens stopped by our booth during a morning or afternoon. A recent KTU+A blog post by mobility planner Joe Punsalan addressed our public outreach techniques: http://www.ktua.com/blog/2016/04/18/pop-up-event-best-practices/



City of Santa Ana Complete Streets Workshop Announcement



City of Desert Hot Springs Bike Ped Plan Public Comments

If public workshops are the preferred venue, workshop agendas will include a brief orientation presentation addressing the overall project study area and goals. This short overview will allow the remainder of workshop time to be devoted to public input. The analysis team will be prepared to compile attendees' suggestions and any other comments regarding the study segments. Spanish translation and materials will be provided.

For these workshops, KTU+A plots detailed large-scale maps with aerial photo backgrounds on which comments can be placed. We plot such maps in-house using our large format color plotter, which is mainly used to produce public outreach products like this.

Conveying new or unfamiliar ideas to decision-makers, public officials and concerned citizens requires clear visual communication. To do this, KTU+A utilizes the latest technology and techniques available. We continually strive to find ways to make complex issues and concepts comprehensible to all through the use of easily understood graphics. This particularly applies to the graphics and mapping we produce for public meetings, much of which often then appears in the project document.

City of Santa Ana Complete Streets Workshop Presentations

City of Chino Bike Ped Plan Pop-Up Workshop

Other input methods could include website communication using surveys, such as online map annotation using the ArcGIS Online app. This free app allows anyone to pinpoint a location on an online map, add a comment, and even a geo-referenced photo, if desired. This app can be part of early project publicity, such as through established city social media channels, and has proven valuable to supplement workshop input. It is assumed that a project page would be maintained on the city website, along with a link to download the app.

Project announcements and status updates can be provided for the City to distribute via its existing social media channels. Other media relations can include press releases to publicize input and events.

Public involvement comments and other input will be compiled to help identify issues and opportunities and summarized in a memo that will become part of the draft document.

The school-focused event is intended to reveal valuable insights and feedback into walking and biking from the perspective of local youth. Circulate San Diego and KTU+A suggest activities in concert with events such as Bike to School Day in May. These internationally-known events will allow the project to leverage significant local and regional momentum in promoting the event, securing participation incentives, and otherwise realizing a greater return on investment.

Students will arrive at school and be greeted by a table staffed with Circulate San Diego staff. While there, they can review project concepts presented in an age-appropriate format, and will also be rewarded for walking, biking, or rolling to school with either a small incentive or an opportunity drawing entry. In addition, the project team will engage students to get their vision for the future of El Centro in regards to walking and biking.

3.2 Safe Routes to School Walk Audits

Circulate San Diego will lead the walk audit task of this contract. Staff will begin by contacting school district representatives to develop an appropriate approach to the task, one that minimizes classroom interruptions. The key deliverables for each school include the following:

- Initial meeting with school administrators to develop a school workplan
- Presentation at one existing school committee, likely to include Site Council, PTA, ELAC, or similar as identified by school personnel
- Walk audit exercise with parents, teachers and other members of the school community
- Detailed outreach report summarizing findings
- In-class tallies and parent surveys using materials developed by the National Center for Safe Routes to School

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Materials for the walk audit and parent surveys will be developed in English and Spanish, and Spanish-speaking staff will be present at all community engagement events.

City of Santa Ana Complete Streets Walk Audit

3.3 Safe Routes to School Recommendations

Based on the results of the previous tasks, KTU+A will have LLG and Circulate San Diego collaborate on Safe Routes to School recommendations, which our firms have accomplished together for a number of active transportation projects.

Based on the field investigations and input from the walk audits, recommendations may include closing sidewalk gaps, improving street crossings, increased lighting and better bicycle facilities. These are the typical improvements that the team typically receives from the public. However, other amenities such as public art, plazas and even programs such as a "walking train" or a "biking train" have been identified.

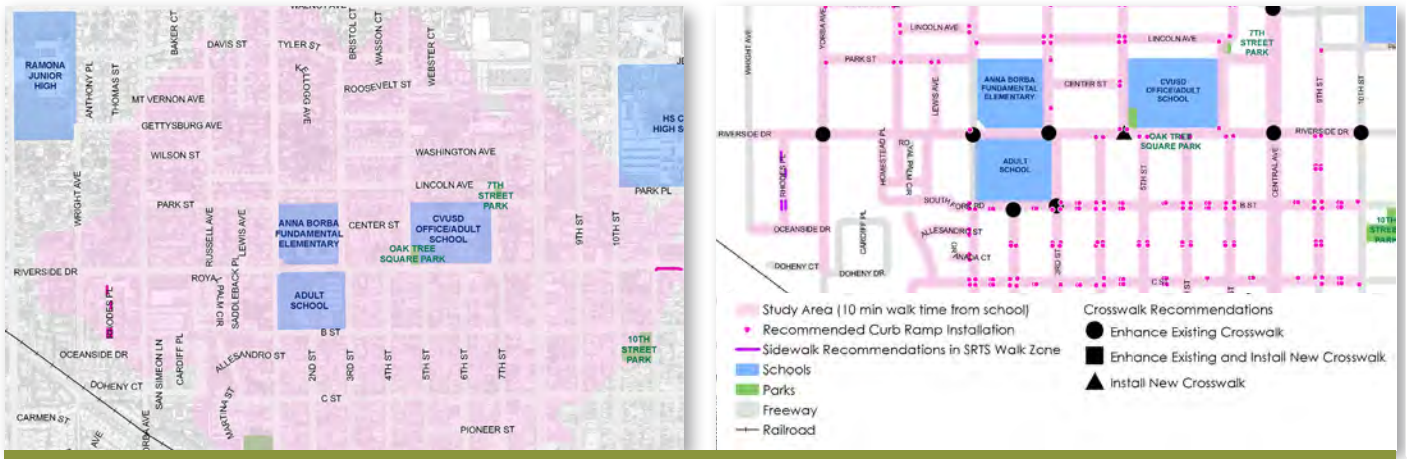
The KTU+A team has a strong foundation of both programs and infrastructure for safe routes to school. Circulate San Diego and LLG will compile the recommendations developed from the results of Task 3.2 as Suggested Routes to School Maps for each of the study area's 15 schools. These maps can be turned into parent and student handouts, complete with age-appropriate tips on safe walking and biking, for printing and distribution, for an additional fee.

3.4 Online survey (questions and mapping), project branding and information material

Online survey results have proven their worth as important baselines for driving, walking, transit use and cycling behavior and preferences. Our experience has shown that online methods are efficient ways to gather relevant information because they allow those who cannot attend public outreach events or are hesitant to speak in public to voice their opinions, ideas and concerns. Many respondents also provide more insightful comments when they can do so at their leisure. Along with the survey, an interactive map link will be provided so that participants can add additional asset and opportunities information to help inform development of viable alternatives, especially for specific locations they deem important. This online mapping platform geo-references citizen inputs that can then be downloaded into the project GIS database, allowing the KTU+A team to focus on those areas about which the most comments are made. This survey information can also be incorporated into the prioritization analysis and its weighting customized to reflect City staff input.

HIKEBIKETEMECULA.ORG

WALKBIKEGOLETA



Chino Valley Unified School District Anna Borba Walkshed

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TASK 4: ANALYSIS AND RECOMMENDATIONS

4.1 A map and description of existing and proposed bicycle transportation facilities.

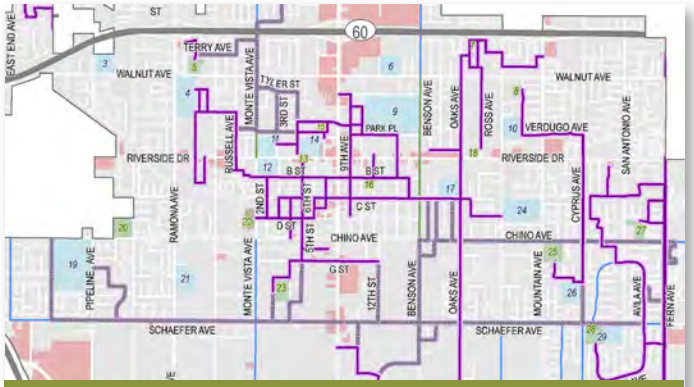
Project and network map development will include combining all the Task 2 input, identifying and closing the City's bikeway and walkway network gaps, and utilizing opportunities along any abandoned railways, power lines and other easements. Connections to schools, employment areas, public facilities, parks, bus and transit stops, as well as connections to adjacent cities' facilities, are all components of facility recommendations. Other factors such as traffic volumes, speed limits, collision history, project cost and feasibility are additional elements analyzed for project development. In many instances, these "hot spots" are conducive to additional bicycle parking and even locations for bike share stations, if desired.

Project details may include suggested lane widths, traffic calming treatments, signage, street crossing improvements and flood channel and power line easement alternatives. In addition, this task will include the identification of amenities to further encourage cycling and walking in El Centro, such as bicycle lockers or racks, additional walkways and parklets, and proposed locations for each amenity. The City will be asked to review these recommended projects for feasibility prior to ranking and cost estimating.

Rank	Facility	From	To	Required Width (ft)	Existing Width (ft)	Delta	Notes
10	Springdale Street						
Bicycle lane feasible.		Edinger Avenue	Meadowlark Drive	70	78	8	Red curb entire west side
		Meadowlark Drive	Heil Avenue	76	78	2	Red curb on both sides near churches
11	Heil Avenue						
Full bicycle lane may not be feasible for entire section.		Bolsa Chica Street	Regina Circle	64	63	-1	Striped bicycle lane in both directions
		Regina Circle	268' w/o Del Mar Lane	70	63	-7	Shared parking/bicycle lane (13') westbound, no facilities eastbound
		268' w/o Del Mar Lane	Del Mar Lane	70	69	-1	
		Del Mar Lane	270' east of Del Mar Lane	68	68	0	• Parking and bicycle lane striped westbound • Bicycle lane only striped eastbound
		270' east of Del Mar Lane	Graham Place	58	63	5	• Parking and bicycle lane striped westbound • Bicycle lane striped east-

Pedestrian Facility Feasibility Analysis

KTU+A recently developed a GIS-based Neighborhood Greenways Routing (LSR) tool to help automate the identification of potential cycling and walking routes. This tool incorporates bicycle boulevards and neighborhood greenways characteristics where non-motorized modes improvements can be identified. These characteristics include speed limits, multi-use path connections, traffic volumes, freeway crossings and number of intersections. The LSR is then run to connect to activity centers such as schools, parks, transit stations and other locations identified by stakeholders, City staff and through public input. This affords a cost-effective and data-driven analysis of existing bicycle facilities and identification of future bicycle and pedestrian routes. El Centro's predominantly traditional street grid lends itself to this analysis to highlight corridors that would be cost-effective, and benefit bicycle and pedestrian use.



City of Chino Neighborhood Greenways Routing Tool

4.2 A description of the projects and programs proposed in the plan and a listing of their priorities for implementation, including the methodology for project prioritization and a proposed timeline for implementation.

KTU+A has been at the forefront in developing bicycle and pedestrian-related modeling to expedite the analysis process for project prioritization and implementation, identifying City needs and for public presentations. With our experience first developing and then continuously modifying these tools, KTU+A can efficiently perform analysis and prepare presentation materials. Final datasets will then be delivered to the City to build upon. These analyses are critical to successful funding applications because they provide objective, data-driven criteria that help agencies such as Caltrans and SCAG to select projects for approval supported by the analysis already accomplished for this project.

KTU+A will identify implementation strategies and priorities for future bicycle and pedestrian facilities, including coordination with new projects and incorporation into typical maintenance practices. KTU+A will recommend changes to existing City standards and/or ordinances to implement the plan.

KTU+A will develop a list of prioritized projects to include opportunities and constraints, improvements and cost estimates. The prioritization process includes results from the Bicycle and Pedestrian Priority Index and other metrics, such as system gaps, collision rates and safety concerns. Depending on the project and its needs, cost estimates can include improvements such as painted lane treatments, intersection controls and additional signage, for example.

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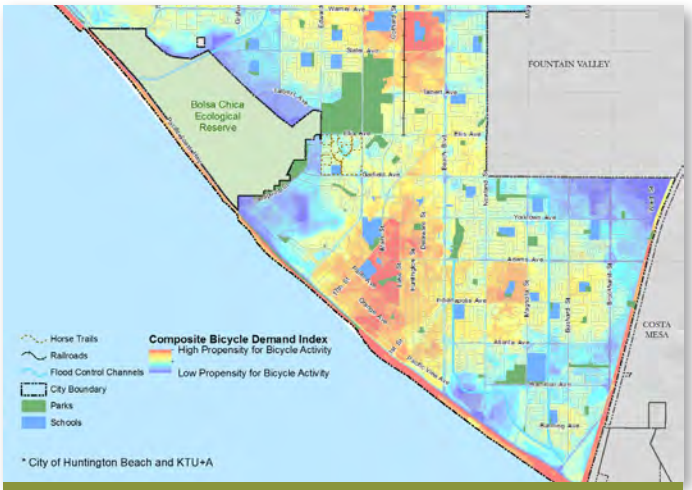
When the prioritized projects are approved for each facility type, an implementation process can be developed. This process can include:

- Propose a phasing strategy to implement on-street bicycle lanes and walkways incrementally;
- Identify high demand/priority routes and destinations that should be implemented first;
- Identify existing infrastructure projects already approved to incorporate bicycle and pedestrian facilities;
- Prioritize the remaining routes to be built after high priority routes are completed;
- Identify national, state and local funding sources available to implement bicycle and pedestrian facilities;
- Identify other funding ideas/mechanisms being utilized in other communities;
- Strategize ways to market cycling as a means of transportation and incentivize developers to incorporate bicycle friendly design into their developments; and
- Future steps for the Active Transportation Plan.



City of Huntington Beach Composite Bike-Ped Priority Model

The KTU+A team will develop recommendations to quantify the benefits in relation to the project cost to calculate a benefit-cost ratio. The benefit-cost ratio or cost-effectiveness of a project will be used to help prioritize bicycle and pedestrian planning projects in support of the best investment of local funds and/or for future requests for ATP and other non-motorized mobility funds.

The Caltrans Planning Division has developed its ATP benefit-cost tool to calculate the ratio of the benefits of the project relative to the total project cost. This tool and the NCHRP Report 552 can be used as part of the overall prioritization, phasing and implementation of various active transportation modes. This analysis be used to assist in prioritizing projects and providing the City metrics for future grant applications.

4.3 A map and description of existing and proposed bicycle transport and parking facilities for connections with and use of other transportation modes. These will include, but not be limited to, parking facilities at transit stops, park and ride lots, and provisions for transporting bicyclists and bicycles on transit.

The focus of this task will be the identification and documentation of the range of travel modes available within the City of El Centro, with particular emphasis on the identification of Imperial Valley Transit local, regional and inter-regional transit services that can provide efficient connections to extend bicyclists' travel range without having to drive themselves.

In this task, all transit routes, stations and stops will be identified graphically on a map of the City. This map can then be overlaid on the bicycle network map developed in subsequent tasks to identify and strengthen connections between the planned bicycle network and transit services. Information related to service frequency, destinations and connections served, and span of service will also be documented in a matrix will be used as part of the network development and evaluation process.

At this time, base data will be updated as needed and existing condition maps and information will be collected, organized and produced to begin analysis. This task will help to guide the anticipated tasks and analyses needed to create the active transportation plan.

4.4 Gather data measuring existing bicycle trips and pedestrian trips represented in absolute terms and as a share of all trips. Also, provide the estimated increase in bicycle trips and pedestrian trips resulting from the implementation of the plan.

The KTU+A team, lead by LLG, will use SCAG regional forecasts, American Community Survey data and other 2010 Census data to estimate existing bicycle commuters and other mode shares. Formulas based on increasing bicycle mode shares will be utilized to estimate El Centro's future bicycle commuter increase. The bicycle counts will also be used as baseline information to develop guidance in monitoring improvements as bicycle facilities are implemented. Estimation of other mode shares, vehicle miles reduced, and air quality benefits will also be included as required by SB 375.

Attachment: Exhibit B-Consulting Services Agreement (2120 : Approval of Consulting Services Agreement with KTU+A for ATP/SR2S Plan)

4.5 Proposed signage and wayfinding guidelines along bicycle and pedestrian networks to designated destinations.

KTU+A has extensive bicycle and pedestrian wayfinding, signage and branding experience throughout southern California. These include information kiosks and trail wayfinding for San Diego's Balboa Park trail system, San Dieguito River Trail design and signage, Lemon Grove's Main Street Promenade, Temecula's trails and bikeways and Dana Point's bikeway system. Themes for the City of El Centro could include historical, agricultural, geographic or cultural references. Continuing successful existing themes will also be explored.

City of La Mesa Urban Trail Wayfinding Signage

4.6 Description of the policies and procedures for maintaining existing and proposed bicycle and pedestrian facilities, including, but not limited to, the maintenance of smooth pavement, freedom from encroaching vegetation, maintenance of traffic control devices including striping and other pavement markings, and lighting.

The KTU+A team will conduct an evaluation of existing policies and procedures for maintaining existing and proposed bicycle facilities, and development of a performance-monitoring program. Each of these efforts is described below.

KTU+A will work with the City to evaluate bicycle facility maintenance and compare it against national best practices. Recommendations will be made for modifications to the maintenance schedule and procedures, as needed, to enhance the provision of new bicycle facilities as they are installed.

4.7 A description of bicycle and pedestrian safety, education, and encouragement programs conducted within El Centro by the El Centro Police Department and California Highway Patrol and the resulting effect on accidents involving bicyclists and pedestrians.

KTU+A will coordinate with the City to determine the appropriate Police Department and Highway Patrol personnel. KTU+A will then contact them to verify what programs they have conducted and what their resulting effect has been on collisions involving bicyclists and pedestrians.

TASK 5: DRAFT AND FINAL PLAN

5.1 Produce Draft Plan - The Draft and Final Report will include:

- **A description of existing and new policies related to bicycle parking in public locations, private parking areas and in new commercial and residential developments.**
- **A description of the extent of community involvement in the development of the plan, including how individuals from disadvantaged and underserved communities participated.**
- **A description of how the ATP/SR2S Plan has been coordinated with neighboring jurisdictions, including school districts, and is consistent with other local and regional transportation plans.**
- **A description of past expenditures for bicycle and pedestrian facilities and programs, and future financial needs for projects and programs that improve safety and convenience for bicyclists and pedestrians in the plan area. Include anticipated revenue sources and potential grant funding for bicycle and pedestrian uses.**

KTU+A will compile the necessary financial information provided by the City and combine it with the implementation plan cost estimate and prioritization to fulfill this requirement and provide the City with a practical template to begin planning to fund the recommended bicycle projects.

KTU+A continually updates our funding sources as new ones are created and older ones end. This is especially important since California has folded several former programs into a comprehensive Active Transportation Program. Our updated funding database provides the City with the latest information to apply for grants to plan and construct bicycle and pedestrian projects. The KTU+A team has successful grant writing experience and can work the City with writing a grant at the end of the project.

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- **A description of steps necessary to implement the plan and the reporting process that will be used to keep the adopting agency and community informed of the progress being made in implementing the plan.**

Much of the ATP requirements to be included in the Draft and Final Report are virtually identical to those required previously by Bicycle Transportation Plans in California, of which KTU+A has prepared more than 20. All were approved by Caltrans. We are therefore very familiar with these requirements and how to incorporate them into a coherent document. Usually on the last page, we recommend including an ATP requirements checklist that clearly indicates where each one was addressed within the document. This is provided as a service to evaluating agencies to expedite their review process and this has become a standard feature in our plans.

The Draft Plan will be compiled in Adobe InDesign, the industry standard publishing software. InDesign supports efficient assembly of text, graphics, maps and tables into a coherent, usable format. The requirement for a minimum of 15 exhibits will undoubtedly be met. We strive to provide as much of the document's information as possible in graphic form. This is one of the most important ways the document format will be optimized for use in future funding applications. While clarity is the ultimate goal for employing significant amounts of graphic content, another reason is that State funding agencies have indicated that they would like to see more graphic and mapping information than is generally provided in grant applications. The document file will be exported as a PDF file and provided as both hard copies and on compact discs.

In support of our mobility planning projects, KTU+A regularly updates and will include in this plan a toolbox of innovative pedestrian and bicycle treatments, such as addressing complex intersections. This includes detailed design and engineering guidelines in conjunction with three-dimensional bicycle and pedestrian facility renderings.

Complete Streets 3D Graphics

5.2 Final Plan

Draft Plan comments will be addressed to produce a Final Plan, which will also be compiled in Adobe InDesign and exported as a PDF file, as well as converted into a 2010 Microsoft Word, as required by the RFP. Exhibits will be provided in editable format, such as ArcGIS or AutoCAD.

5.3 Presentation of ATP/SR2S Plan to the Planning Commission.

5.4 Presentation to City Council for recommendation and adoption.

A presentation will be prepared that will serve as a Plan synopsis or executive summary. The exhibits prepared for the document will be incorporated into the presentation, which can be provided in PowerPoint and PDF formats for wider distribution, if desired.

DELIVERABLES

- Fifteen (15) hard copies of the Draft ATP/SR2S Plan inclusive of a minimum of fifteen (15) exhibits;
- Five (5) compact discs (CDs) of the Draft ATP/SR2S Plan in PDF format;
- Ten (10) hard copies of the Final ATP/SR2S Plan;
- Five (5) CDs of the Final ATP/SR2S Plan. The CD will include a 2010 Microsoft Word copy of the ATP/SR2S Plan and all exhibits included in the ATP/SR2S Plan will be provided in ArcGIS, AutoCAD, or other format that can be edited.

Active Transportation Project Branding for the City of Chino

Attachment: Exhibit B-Consulting Services Agreement (2120 : Approval of Consulting Services Agreement with KTU+A for ATP/SR2S Plan)

Work Schedule | **Project Schedule**

City of El Centro Active Transportation Plan / Safe Routes to School	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug-Oct
1 Document Review									
1.1 Kick-off meeting									
1.2 Review adopted City planning documents pertinent to project									
1.3 Review other agencies' plans									
2 Existing Conditions Data Collection									
2.1 Identify deficiencies in existing pedestrian network deterring safe and convenient access to key destinations									
2.2 Evaluation of sidewalk network within City of El Centro									
2.3 Sidewalk improvement prioritization									
2.4 Bicycle and Pedestrian Collision Analysis									
2.5 Map and description of existing and proposed land use and settlement patterns									
3 Public Outreach and Safe Routes to									
3.1 Coordinate/manage three public outreach activities (at least one targeting local students)									
3.2 Safe Routes to School walk audits									
3.3 Safe Routes to School recommendations									
3.4 Develop online survey (questions and mapping), branding materials, fact sheets, etc.									
4 Analysis and Recommendations									
4.1 Map and description of existing and proposed bicycle transportation facilities									
4.2 Prioritized project and program development									
4.3 Map and description of existing and proposed bicycle transport and parking facilities for connections with and use of other transportation modes									
4.4 Gather data measuring existing bicycle trips and pedestrian trips									
4.5 Proposed signage and wayfinding guidelines along bicycle and pedestrian networks to designated destinations									
4.6 Description of the policies and procedures for maintaining existing and proposed bicycle and pedestrian facilities									
4.7 Description of bicycle and pedestrian safety, education, and encouragement programs conducted by Police Department and CHP									
5 Draft and Final Plan									
5.1 Produce Draft Plan									
5.2 Final Plan									
5.3 Present Final ATP/SRTS Plan to Planning Commission									
5.4 Present Final ATP/SRTS Plan to City Council									

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KTU+A Experience | Active Transportation Planning

Project Name	Client	Status	Key Personnel
Active Transportation Plans			
Barstow Active Transportation Plan	City of Barstow	Ongoing 2016	Punsalan
Carlsbad Active Transportation Strategies	City of Carlsbad	Completed 2015	Singleton, Bleile
Chino Bicycle and Pedestrian Master Plan	City of Chino/SCAG	Ongoing 2016	Punsalan, Leon
Colton Active Transportation Plan	City of Colton	Ongoing 2016	Punsalan
Desert Hot Springs Bicycle/Pedestrian Plan	City of Desert Hot Springs	Completed 2016	Punsalan, Leon
Encinitas Active Transportation Plan	City of Encinitas	Ongoing 2016	Singleton, Holloway, Punsalan
Goleta Bicycle/Pedestrian Plan	City of Goleta	Ongoing 2016	Holloway, Leon
HUD Guidelines for Creating Walkable and Bikeable Communities	Department of Housing and Urban Development	Ongoing 2016	Singleton, Chamberlin
La Mesa Urban Trails Mobility Action Plan	City of La Mesa	Completed 2016	Punsalan, Leon, Bleile
National City SMART Foundation	City of National City	Completed 2014	Singleton, Punsalan, Moss, Leon
Riverside County First/Last Mile Mobility Plan	Riverside Transit Agency	Ongoing 2016	Singleton, Punsalan
San Clemente Bicycle and Pedestrian Plan	City of San Clemente	Completed 2013	Holloway, Punsalan
San Marcos Bicycle and Pedestrian Plan	City of San Marcos	Completed 2015	Singleton, Holloway, Punsalan
UCSD Bicycle and Pedestrian Master Plan	UCSD	Completed 2012	Singleton, Holloway, Punsalan
Bicycle Plans			
Brea-Santa Ana River Corridor Plan	OCTA	Completed 2013	Punsalan
Chula Vista Bicycle Master Plan	City of Chula Vista	Completed 2011	Holloway, Punsalan
Coronado Bicycle Master Plan	City of Coronado	Completed 2011	Holloway, Punsalan
Coyote Creek Santa Ana River Corridor Plan	OCTA	Completed 2013	Punsalan
Eastvale Bicycle Master Plan	City of Eastvale/SCAG	Completed 2016	Holloway
East Wilshire Avenue Bicycle Boulevard	City of Fullerton/SCAG	Ongoing 2016	Punsalan
Huntington Beach Bicycle Master Plan	City of Huntington Beach	Completed 2013	Holloway, Punsalan
Moreno Valley Bicycle Master Plan	City of Moreno Valley	Completed 2015	Holloway, Punsalan
OCTA 4th District Bikeway Plan	OCTA	Completed 2011	Holloway, Punsalan
OCTA 5th District Bikeway Plan	OCTA	Completed 2015	Punsalan
San Diego County Regional Bike Map Update	SANDAG	Completed 2014	Holloway, Punsalan, Bleile
Temecula Multi-Use Trails/Bicycle Master Plan	City of Temecula	Completed 2016	Singleton, Holloway, Punsalan
Pedestrian Plans/Sidewalk Inventories			
CONNECT Main Street, Phases 1 and 2	City of Lemon Grove	Ongoing 2016	Singleton, Moss, Nunez
Dana Point Connectivity Study	City of Dana Point/SCAG	Completed 2013	Singleton, Holloway, Taylor
San Diego Pedestrian Master Plan, Phases 1, 4	City of San Diego	Completed 2015	Singleton, Holloway, Punsalan
Safe Route Plans			
La Mesa Safe Routes to Transit and Parks	City of La Mesa	Completed 2012	Singleton, Punsalan
San Bernardino Safe Routes to School, Phase 2	SANBAG	Ongoing 2016	Punsalan, Leon, Bleile, Bonilla
San Clemente Safe Routes to Schools	City of San Clemente	Completed 2012	Holloway, Punsalan

Samples of KTU+A's Active Transportation Plans can be easily viewed without downloading at: https://issuu.com/ktua

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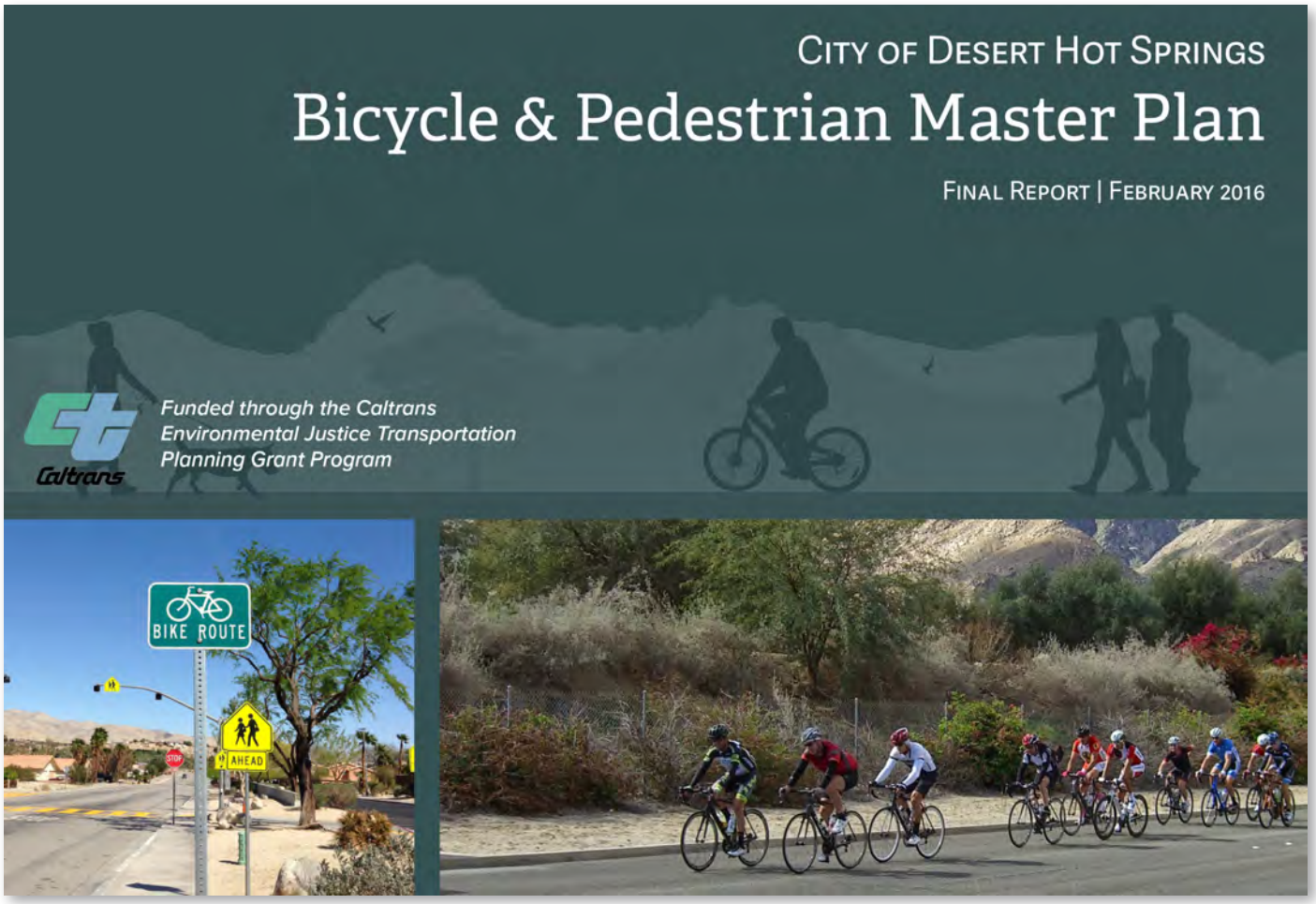
KTU+A Experience | City of Desert Hot Springs Bicycle and Pedestrian Master Plan



The overall master plan objective was to create a connected bicycle and pedestrian network based upon goals and objectives, land use and citizen/stakeholder input. Through a series of public workshops, over 25 bicycle projects were identified with pedestrian improvements focused around connections to schools and parks. The City already had a Safe Routes to School plan in place so the KTU+A team identified the various improvements of that plan and incorporated additional projects. Six priority projects were identified from the workshops to move further into grant ready schematics and cost estimation for the City to begin their application process.

As part of the implementation phase, KTU+A develop phased implementation diagrams on cost-effective ways to begin the installation of some of the bicycle facilities. This section identified strategies for the City to install bike lanes, prior to improving them to protected bike lanes or cycle tracks.

CLIENT
- City of Desert Hot Springs
- Daniel Porras, P.E.
- t: 760 329-6411 x216
- e: dporras@cityofdhs.org

STATUS
- Completed 2016

SERVICES
- Active Transportation Planning
- Community Engagement

KEY PERSONNEL
- Joe Punsalan

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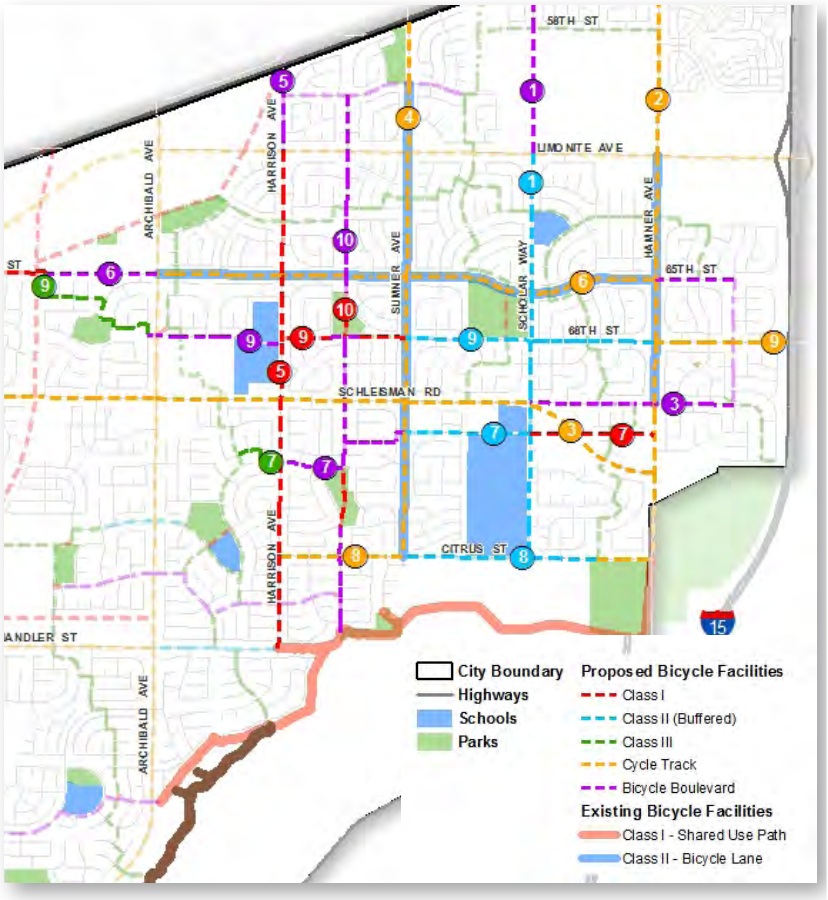
KTU+A Experience | **City of Eastvale Bicycle Master Plan**

This plan was prepared for the City of Eastvale through the Southern California Association of Governments' (SCAG) Sustainability Grant Program. The scope included developing a citywide bicycle network with a menu of supportive programs emphasizing agency and public participation, bicyclist needs and demand analysis and an implementation plan.

The Eastvale area was predominately dairy farms. By the late 1990s, the area began to suburbanize to accommodate people from neighboring counties seeking affordable housing. Despite significant development since its 2010 incorporation, Eastvale remains a "commuter town," with 92 percent of work trips by single-occupancy vehicle. The online application Walk Score categorizes Eastvale as a "Car-Dependent City," with a 23/100 walkability score. Improving this score was a widely supported quality of life improvement.



This project's process included conventional planning techniques, as well as unique methods related to public outreach, analysis, project alternatives selection and stakeholder involvement:

Public Outreach - This project's outreach strategy relied heavily on non-traditional approaches, particularly "piggybacking" on other popular community events and by creating a strong online presence. This approach was informed by City staff input who felt there would likely be low turnout at more traditional, stand-alone planning events. Eastvale's reputation as a "tech savvy" community was borne out by the online survey of nearly 500 responses, most with additional comments.

GIS Modeling - A new GIS methodology was developed to reveal "low stress" neighborhood routes within Eastvale's traditionally suburban street "loops and lollipops" network of arterials and cul-de-sacs to connect residential neighborhoods with parks, schools and retail centers. This methodology was later presented at a national mobility conference.

Multiple Facilities - Because it was only recently incorporated, many of Eastvale's streets are wider than they need to be, a relatively uncommon problem. This allowed for a novel planning approach in which multiple alternative solutions could be considered. For example, many arterials not only have more lanes than needed, they also have large right-of-ways the City must maintain and irrigate. An option in this plan is to convert some of the space to "low-stress" pathways, while retaining as many existing trees as possible.

Graphic Emphasis - Because this is Eastvale's first dedicated bicycle master plan, and the "state of practice" in bicycle planning is rapidly evolving, this plan relied heavily on 3D models, maps, photographs and other graphics to illustrate proposed facilities and concepts.

Stakeholder Collaboration - Due to Eastvale's recent incorporation and subsequent rapid development, existing conditions and future projects data were sometimes lacking. Stakeholder input, particularly City staff, was indispensable to ensure that recommendations were appropriate for current and future contexts.

CLIENT
- City of Eastvale
- George Alvarez
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- galvarez@eastvaleca.gov

PROJECT DATES
- Completed 2016

SERVICES
- Bicycle Master Planning
- Community Outreach
- GIS Analysis

KTU+A KEY PERSONNEL
- John Holloway
- Joe Punsalan

Attachment: Exhibit B-Consulting Services Agreement (2120 : Approval of Consulting Services Agreement with KTU+A for ATP/SR2S Plan)

KTU+A Experience | City of Temecula Trails and Bicycle Master Plan | Sidewalk Inventory

KTU+A prepared the City of Temecula's original Multi-Use Trails and Bikeways Master Plan in 2002 and was selected in 2013 to update it to include extensive public outreach and to address conceptual designs and cost estimates for the priority projects that resulted from the outreach effort. The update's primary objectives were to identify and close bikeway and trail gaps and to develop programs to increase cycling mode share. The project's first phase was primarily an online outreach effort to define the most desired facilities and types, culminating in a large public meeting that included refreshments and prize giveaways sponsored by local businesses and bicycle valet parking.

The second phase was primarily an implementation plan that defined responsibilities for selected projects as either City CIPs or standard striping and roadwork, or as developer conditions, as well as a category of projects likely to be implemented through a combination of volunteer, advocacy and philanthropic organizations. This reflected the sheer variety of projects citizens requested, ranging from the completion of a network of Class 1 paths along area creeks and aqueduct easements connecting neighborhoods and retail centers, to buffering bicycle lanes on major roadways, and bike skills parks and pump tracks in City parks.

CLIENT
- City of Temecula
- Matt Peters
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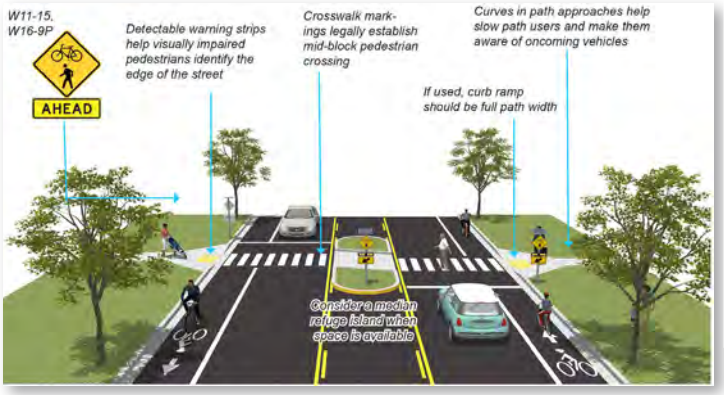
- matt.peters@cityoftemecula.org

STATUS
- Completed 2002
- Update ongoing 2016

SERVICES
- Bikeway Master Planning
- Trail Master Planning
- Sidewalk Study
- CIP Development

KEY PERSONNEL
- John Holloway
- Joe Punsalan
- Kristin Bleile

As a contract addition, KTU+A conducted a sidewalk study to prioritize critical sidewalk gaps. The city was seeing an increase in both pedestrian and bicycling activity, as well as collisions. It was important for the City to identify these gaps and develop a prioritized study to obtain grants, and to incorporate projects into CIP budgets to increase safety and connectivity. KTU+A built the inventory based on the City's existing sidewalk data and aerial photographs. After initially assessing the data and identifying key segments with the City's guidance, field verification was conducted. Field maps were developed and segments were verified and pedestrian impediments were collected using GPS units. Data collected was used to develop preliminary cost estimates. Prioritization was based on proximity to schools, parks, retail and transit. Existing and future population and employment densities, traffic volumes, and collisions were additional factors in the ranking process.



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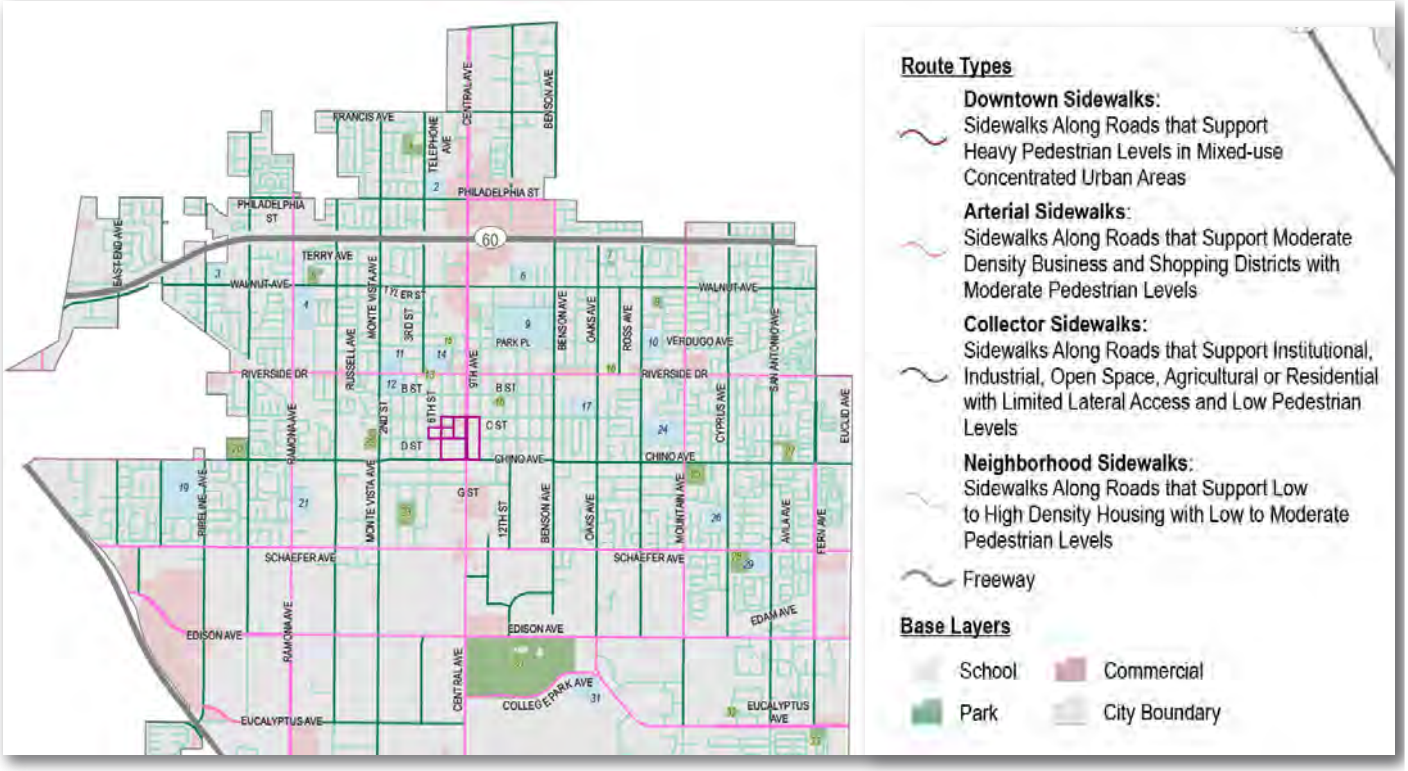
KTU+A Experience | City of Chino Bicycle and Pedestrian Master Plan



The Chino Bicycle and Pedestrian Master Plan is the City's first active transportation plan and serves as a guide for the implementation of a network of quality bicycle and pedestrian facilities to improve mobility and connectivity, increase transportation options, improve public health and physical activity, enhance recreational opportunities, reduce environmental impacts of the transportation system, and enhance the overall quality of life for the Chino community.

The plan proposed improved and expanded pedestrian and bicycle facilities (including parklets), with a focus on improved connectivity within the City. The plan ensures that pedestrian and bicycle networks provide direct connections between major activity centers, minimize conflicts with other modes of transportation, and improve bicycle and pedestrian access and safety to schools and public transportation stops.

The final plan included a prioritized list of pedestrian and bicycle projects identified through the stakeholder and outreach process. The final plan also addressed the six "Es" of bicycle planning, design guidelines, bicycle and pedestrian toolkits and a comprehensive funding section to assist the City in applying for grants. An additional task was to develop a conceptual design for a top priority project to make it grant ready.

CLIENT
- City of Chino
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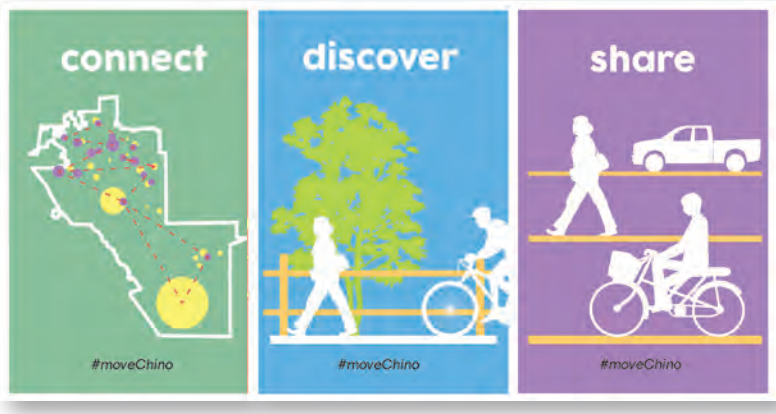
STATUS
- Completed 2016

SERVICES
- Bicycle Master Planning
- Pedestrian Master Planning
- GIS Analysis
- Community Engagement
- Spanish Translation

KEY PERSONNEL
- Joe Punsalan
- Jacob Leon

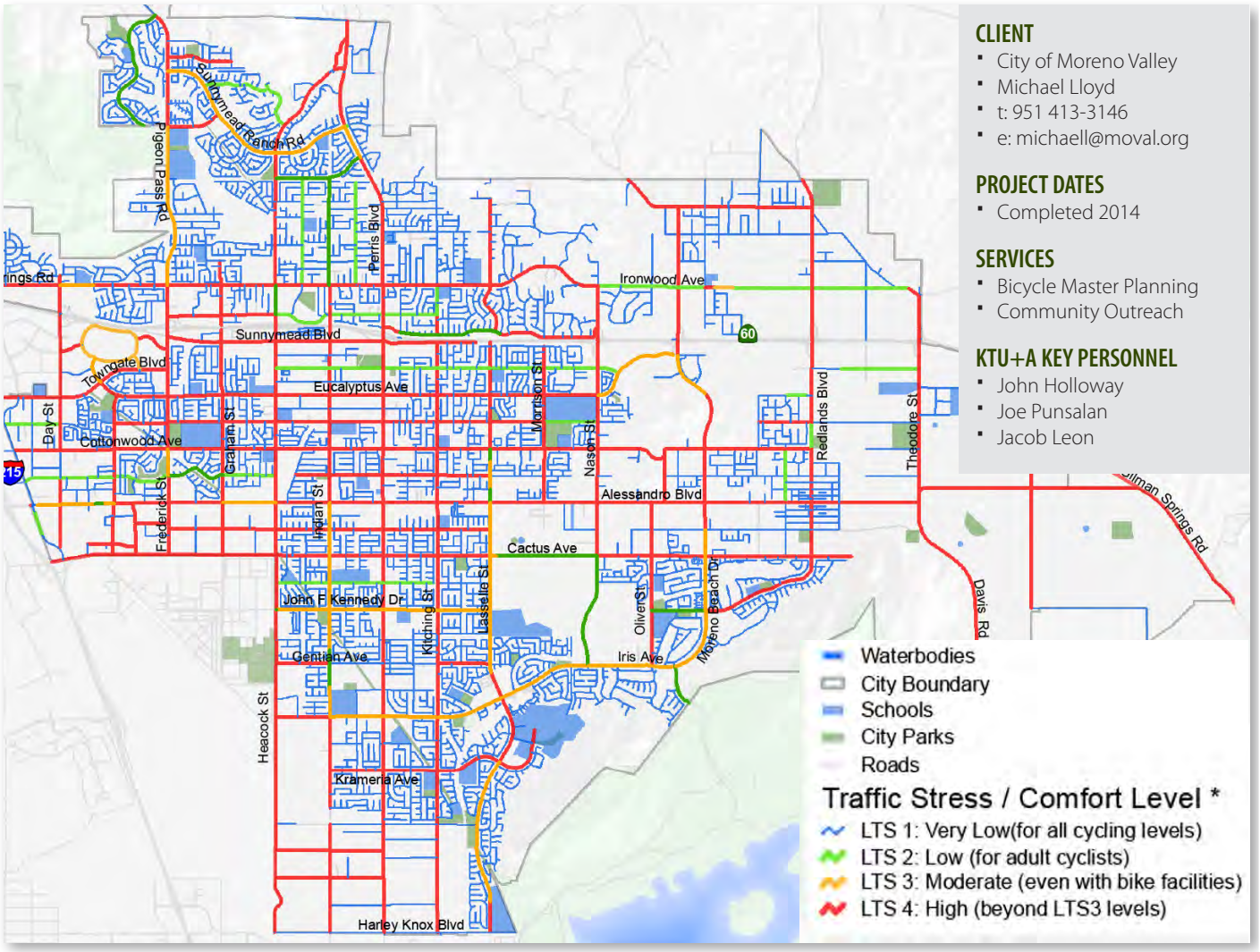


I just wanted to say that your presentation to our Council on Tuesday was excellent, and well-paced based upon the agenda. I also wanted to say that you and your firm really are top-notch in this field, and handled the many challenges in Chino with skill and professionalism. Please convey to the rest of your staff the appreciation we have for your excellent work, and the collaboration that we had on this project. I hope we get to work together again in the future.

-Nicholas S. Liguori, AICP
Director of Community Development, City of Chino

Attachment: Exhibit B-Consulting Services Agreement (2120 : Approval of Consulting Services Agreement with KTU+A for ATP/SR2S Plan)

KTU+A Experience | City of Moreno Valley Bicycle Transportation Plan



CLIENT

- City of Moreno Valley
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- e: michaell@moval.org

PROJECT DATES

- Completed 2014

SERVICES

- Bicycle Master Planning
- Community Outreach

KTU+A KEY PERSONNEL

- John Holloway
- Joe Punsalan
- Jacob Leon

KTU+A updated the Moreno Valley's Bicycle Master Plan to create a more comprehensive plan that encompasses both innovative facilities and programs to increase cycling. This directly reflected the update's goals to:

- Bring the plan into conformance with regional planning and greenhouse gas reductions as required by SB 375.
- Bring the plan current with the state of the practice to take advantage of the latest innovations, including buffered bicycle lanes, bicycle boulevards, enhanced traffic signal detection, bicycle boxes and other ongoing research.
- Identify deficiencies within the existing network, including missing links, needed extensions to residential areas and schools/parks and employment centers/retail centers, and required connectivity to regional/adjacent jurisdiction facilities to improve mobility and accessibility within the City and the region.
- Provide the City with the framework to apply for grant funding from Caltrans and other local, state and federal sources.

In response to the project scope, public input and current low bicycle use, a comprehensive facility toolbox and program improvements were developed to encourage more citizens to ride instead of drive by making cycling a more viable modal option. The updated plan therefore included a number of "low stress" facility types, including two new ones, cycle tracks and bicycle boulevards, whose locations were designated through a GIS analysis of "level of traffic stress" (LTS). These proposed routes will connect schools, parks and residential and employment centers with facilities more likely to attract users not comfortable riding on streets with vehicle traffic.

Finally, new Class 1 paths were proposed on flood control roadways along aqueducts, including sections that will become segments of the National Park Service's Juan Bautista de Anza National Historic Trail. These facilities will be components of the comprehensive low stress network to benefit both commuting and recreational cyclists.

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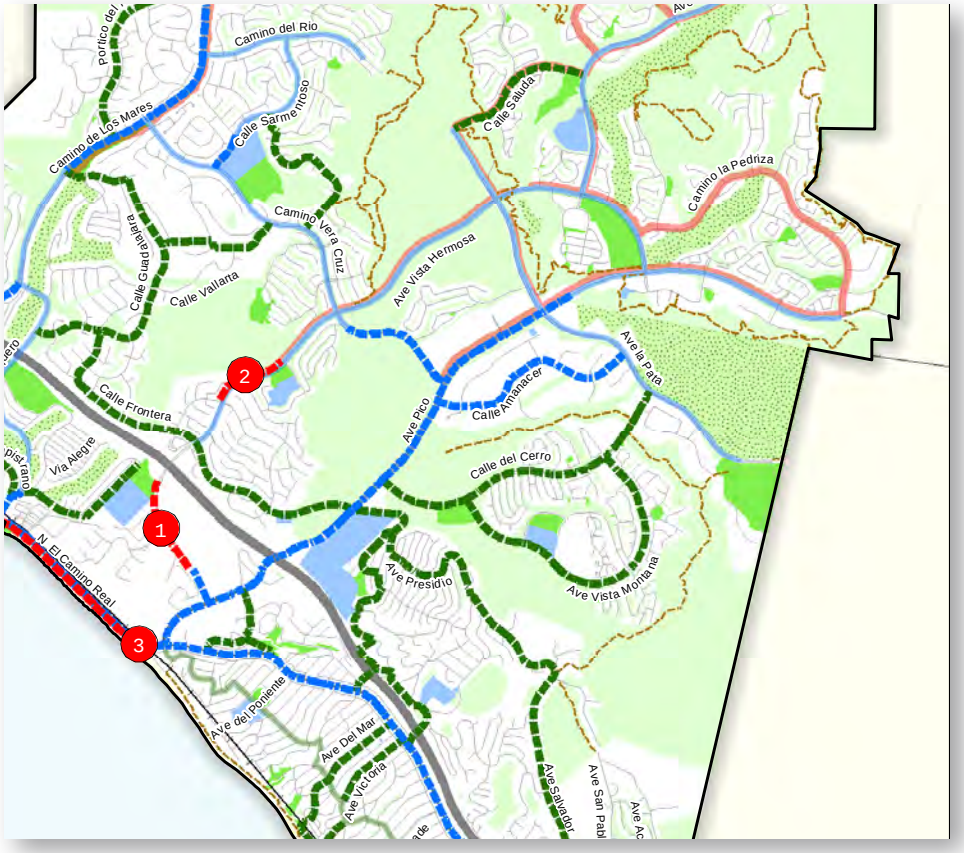
KTU+A Experience | City of San Clemente Bicycle and Pedestrian Master Plan



- City of San Clemente
- Railroad
- Trails

Recommended Bicycle Facilities

- Class 1: Bike Path
- Class 2: Bike Lane
- Class 3: Bike Route

Existing Bicycle Facilities

- Class 1: Bike Path
- Class 2: Bike Lane
- Class 2: Bike Lane (One Side only)
- Class 3: Bike Route
- Beach Parks
- Schools
- Golf Courses
- Open Space
- Parks

The City of San Clemente's Bicycle and Pedestrian Master Plan analyzed the existing bike and pedestrian network and identified recommendations and implementation tools to create a safe, connected, and consistent system within the city. It also created connections with the existing system of regional bikeways in the southern Orange County area. The plan recommended additional programmatic improvements, particularly programs and policies related to education, encouragement, enforcement, evaluation, and planning to encourage more people to ride or walk, as an alternative to driving. The education and outreach programs were designed for implementation by the City, the school district, volunteers and the Orange County Sheriff's Office.

Plan recommendations addressed hilly terrain and significant grade changes, connections through Interstate 5 interchanges, existing informal pathways, low volume streets without sidewalks, access to the beach, bicycle parking, employment site amenities, education programs for drivers and cyclists, and Safe Routes to School programs.

The recommendations were based on public input, coordination with city departments and community groups, as well as best practices employed by agencies around the country. Recommendations were in accordance with the American Association of State Highway and Transportation Officials (AASHTO) *Guide for the Development of Bicycle Facilities* and the *Manual of Uniform Traffic Control Devices* (MUTCD), among others. Substantial sections of the Los Angeles County *Model Design Manual for Living Streets* were also incorporated. The plan satisfies the requirements of the California Bicycle Transportation Act (BTA, 1994). With Caltrans approval, this certifies the city's eligibility for state-distributed bicycle facility funding.

Plan implementation will be multi-faceted and long-term. Besides the adoption of goals and policies, the plan includes the implementation of programs and the pursuit of project funding through the City's capital improvements project process and grants.

CLIENT

- City of San Clemente
- Cliff Jones, Associate Planner
- 949 361-6186
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STATUS

- Completed 2013

SERVICES

- Bicycle Master Planning
- Pedestrian Master Planning
- Safe Routes to School Planning
- Community Outreach
- GIS Analysis

KTU+A KEY PERSONNEL

- John Holloway
- Joe Punsalan

AWARDS

- APA Orange County Section Honor Award
- APA California Chapter Honor Award

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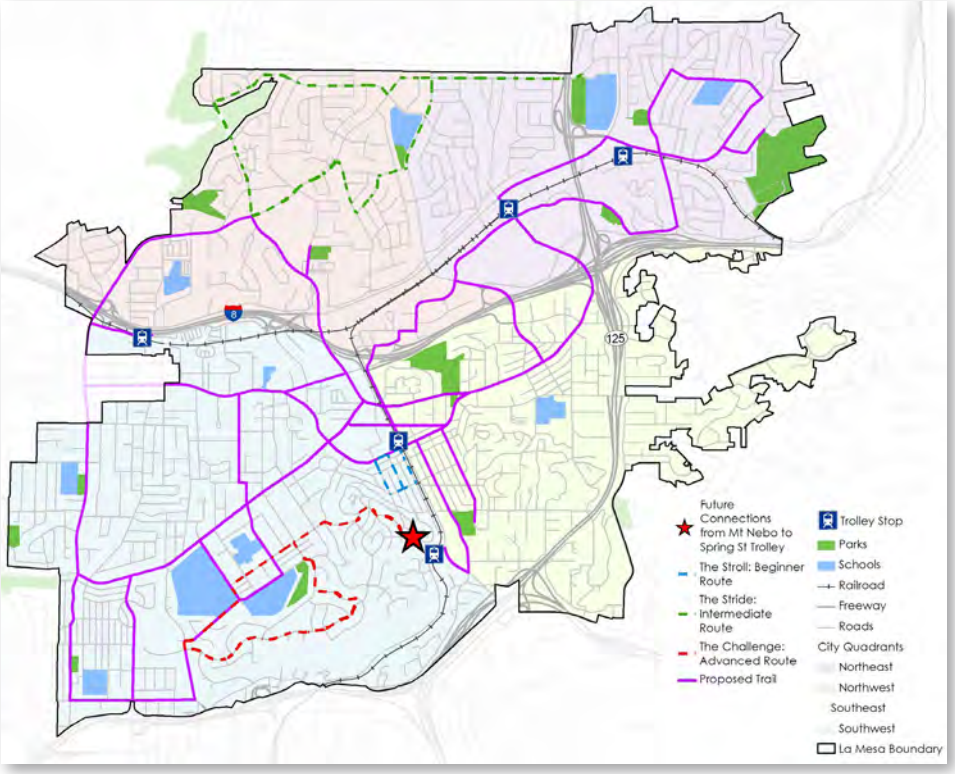
KTU+A Experience | **City of La Mesa Urban Trail Mobility Action Plan**



The La Mesa Urban Trail Mobility Action Plan goal was to bring together the City's many ongoing planning efforts to establish a prioritized pedestrian urban trail network that supported and encouraged the use of alternative modes of transportation for exercise and mobility. Through an innovative and robust outreach program, participants collected data, provided input, identified their preferred urban trail alignments, and learned how to use the bus and trolley systems, all while getting exercise and meeting their neighbors. Outreach was also conducted through Helix and Grossmont High Schools and La Mesa's CX-3 after-school program to gather youth input on the trails and to educate interested students about urban planning and design.

The plan established an urban trails network connecting neighborhoods and key destinations throughout the City. Nineteen trail segments totaling 22 miles were identified and prioritized for implementation based on criteria such as connectivity, safety and trail experience. Opportunities for landscape treatments such as urban forestry, urban runoff and stormwater retention were identified in each trail corridor. Implementation and wayfinding strategies were also included. As a result of the analysis and recommendations process, the City now has multi-benefit, grant-ready projects primed to secure funding for implementation.

Culminating the public input period, a citywide event, *Connect La Mesa Block Party*, was held to present the trails, engage residents and provide education on alternative modes of transportation. More than 350 people attended the event and provided their input on final trail configurations. Supporting activities at the included yoga, a parklet design competition, food trucks, a protected bicycle lane demonstration, bicycle rodeo, nature walk, geocaching, student art and urban trail competitions, sidewalk art and prize giveaways.

CLIENT
- City of La Mesa
- Misty Thompson
- 619 667-1319
- mthompson@ci.la-mesa.ca.us

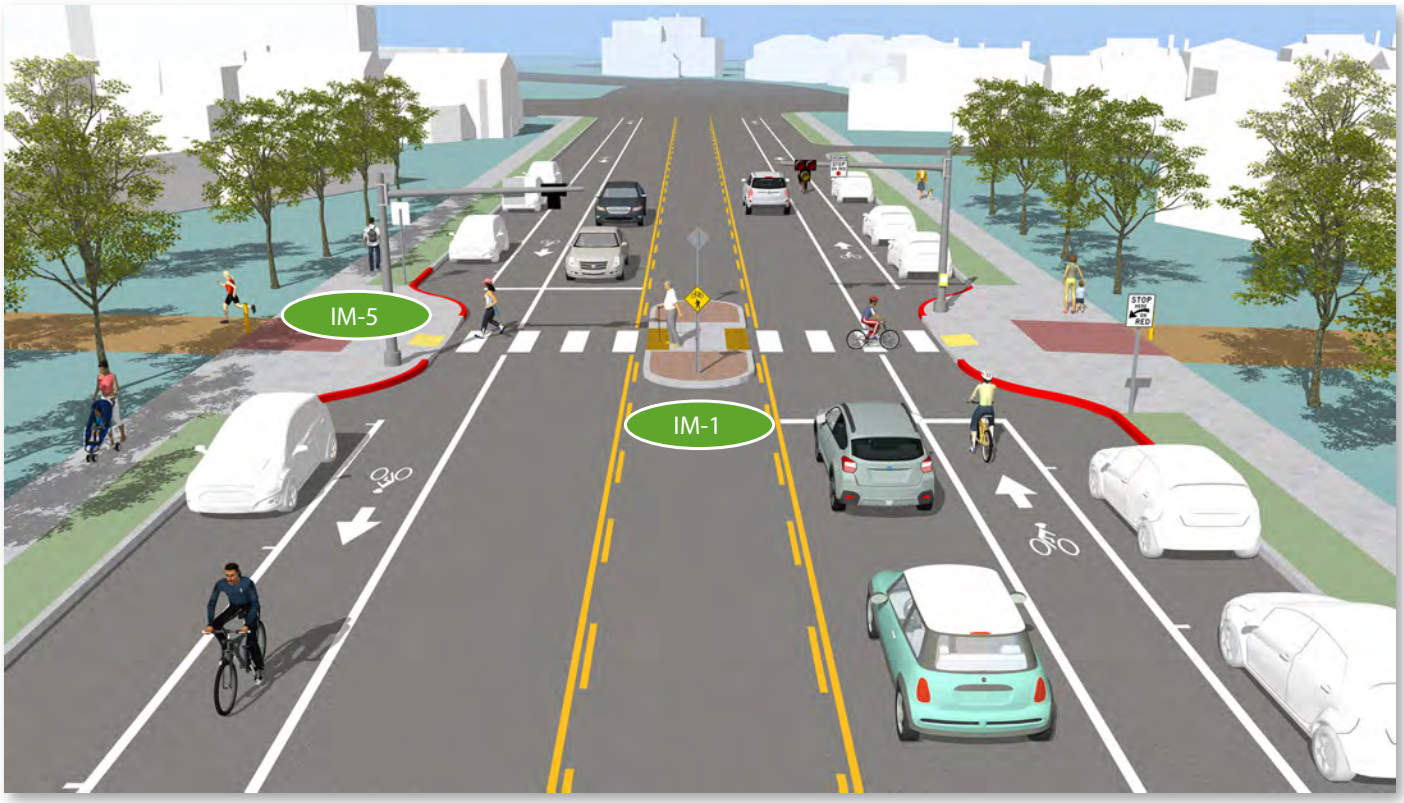
STATUS
- Completed 2016

SERVICES
- Urban Pedestrian Planning
- Community Engagement

KTU+A KEY PERSONNEL
- Joe Punsalan
- Jacob Leon

Attachment: Exhibit B-Consulting Services Agreement (2120 : Approval of Consulting Services Agreement with KTU+A for ATP/SR2S Plan)

KTU+A Experience | HUD Guidelines for Creating Walkable and Bikeable Communities



KTU+A is creating a set of guidelines for elected officials, planning staff, community organizations and other interested parties to promote and create bicycle and pedestrian friendly neighborhoods and communities. The guide includes solutions tailored to small and mid-sized cities (population <200,000) throughout the nation, particularly those with a high percentage of low and moderate income (LMI) individuals.

The guidelines are graphically-rich and accessible to a range of users. Key components include a discussion of the benefits and barriers of walking and biking; a community self-assessment tool; a planning process guide; design guidelines for land use, streets, intersections, bikeways and pedestrian facilities; an implementation guide; and case studies showing real world examples of pedestrian and bicycle improvements in comparable communities. To ensure the guidelines reflect best practices and the diversity of intended users, a Review Committee – comprising nationally renowned planning experts – provided project oversight.

A comprehensive community self-assessment tool was devised for guideline users to evaluate their community's walkability and bikeability. The tool's greatest strength is its inclusion of a menu of data collection and assessment approaches that allows guideline users to select methods based on level of effort and resources required. This makes the guidelines accessible to a range of users and agencies, irrespective of level of sophistication and/or capacity.

The design guidelines use 3D models, images and other graphics to demonstrate complex concepts, in particular the coordination of different design elements required to create walkable and bikeable places. Design guidelines are presented as succinct written directives, identified by unique codes (e.g. BG-4), and supported by 3D models illustrating the concepts. These codes are intended to simplify implementation and facilitate the funding processes.

CLIENT
- U.S. Department of Housing & Urban Development
- Luis Borray, Contract Manager
- 202 708-4370 x5889
- luis.f.borray@hud.gov

STATUS
- Ongoing 2016

KTU+A KEY PERSONNEL
- Mike Singleton
- Beth Chamberlin
- Juan Alberto Bonilla
- Jacob Leon

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KTU+A Experience | City of Santa Ana Downtown Complete Streets Plans

The area in the City of Santa Ana between the Regional Transportation Center (SARTC) and Downtown includes a variety of land uses: transit oriented development, high density housing, schools, churches, recreational centers, parks, transportation center and commercial. The resulting transportation modes to service this area cover a broad spectrum including pedestrian, bicyclist, transit and motorist. Although the scale of Downtown and the SARTC are walkable and bikeable, the study area faces multiple challenges resulting from high vehicle speeds, wide streets, a lack of bicycle facilities, the presence of schools, uncontrolled pedestrian crossings, and unsafe access to transit and shopping.

To address these challenges, KTU+A worked with the City to develop a Downtown Complete Streets Plan between Downtown and the Santa Ana Regional Transportation Center to improve access and mobility for all modes. The plan identified Complete Streets methods and designs to improve these modes within and around Downtown.

A large multi-lingual public outreach component included surveys, community advisory meetings, and a neighborhood workshop - a consecutive three-day workshop where walking and biking tours were conducted to gather input and intimately experience the Downtown area. The outcome is a plan with detailed recommendations for physical changes to streets, sidewalks and intersections that supports safe, active transportation along and across this study area. Through the public input process, stakeholder collaboration and primarily through the neighborhood workshop, five priority projects were identified and developed with preliminary designs. These concepts include planning level designs, 3D illustrations and costs estimates. The five projects were uniquely branded during the workshops with unique names such as Who's on Third (Third Street), First on First (First Street), Cycle Track Square (Downtown to SARTC connection), Civic Duty (Civic Center Drive) and Ross is Boss (Ross Street).

These five projects serve as the basis for current and future grant funding applications to enable the City to prepare engineering and implementation plans.

CLIENT
- City of Santa Ana
- Cory Wilkerson, 714 647-5643
- cwilkerson@santa-ana.org

STATUS
- Completed 2015

SERVICES
- Complete Street Planning
- Public Outreach

KTU+A KEY PERSONNEL
- Mike Singleton
- Joe Punsalan
- Jacob Leon

AWARDS
- 2016 APA Orange County Transportation and Best Practices Awards
- 2015 ULI Orange County Sustainability Award

The recommendations from this plan have enabled the City to secure more than $8M in implementation funding.

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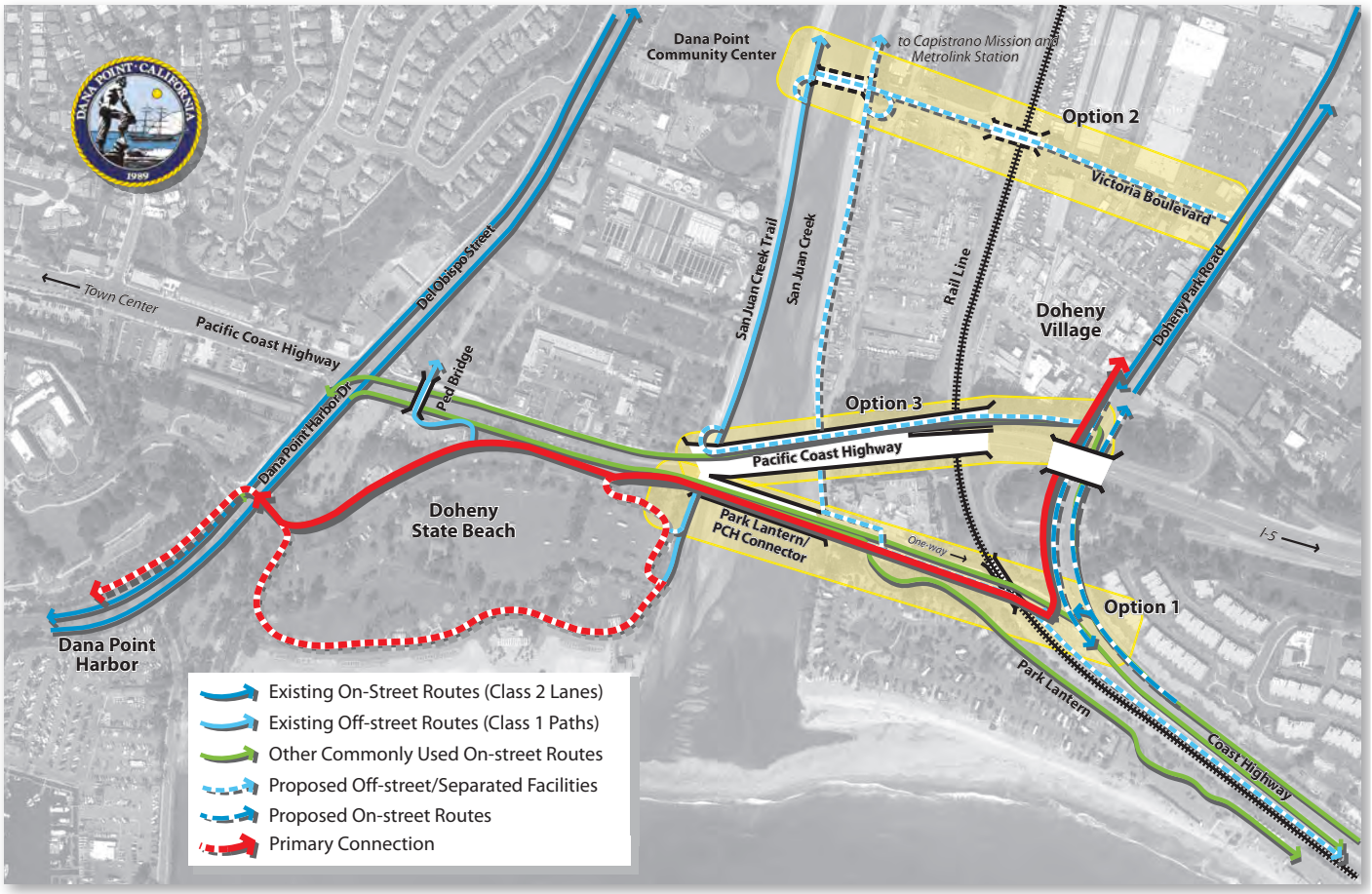
KTU+A Experience | City of Dana Point Connectivity Study



KTU+A prepared a connectivity plan for three distinct areas of Dana Point, all of which are physically separated by substantial non-motorized mobility impediments such as Pacific Coast Highway, freeway ramps, rail lines and San Juan Creek. The project included the development of potential roadway alignment alternatives, as well as intersection and connectivity improvements for cyclists, pedestrian and drivers. This plan addressed conditions that had been in existence for decades and the proposed solutions were supported by multiple entities, including Caltrans and California State Parks. This was a Southern California Association of Governments (SCAG) Compass Blueprint project, a competitive grant program designed to encourage cities to address significant mobility issues.

KTU+A's project responsibilities included alternatives development, analysis and ranking, multi-jurisdictional coordination, oversight of bicycle and pedestrian count collection and analysis, and the development of context-sensitive wayfinding and directional signage at two different scales to serve both roadway and pathway users.

CLIENT

- City of Dana Point
- Matt Sinacori, P.E.
- t: 949 240-3475
- e: msinacori@danapoint.org

STATUS

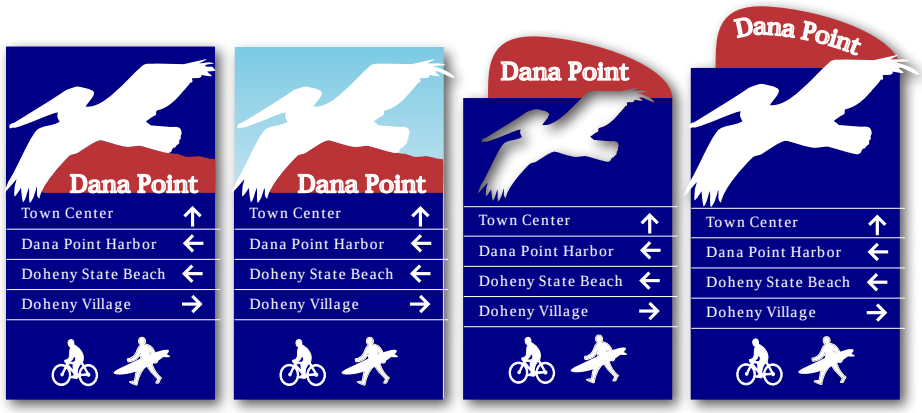
- Completed 2013

SERVICES

- Mobility Planning
- Community Outreach

KTU+A KEY PERSONNEL

- Mike Singleton
- John Holloway
- Joe Punsalan



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KTU+A Experience | **KTU+A Visualization Toolbox**

Conveying complex ideas requires clear communication. Visualization can provide that clarity through accurate, efficient and defensible methodology.

Planning and landscape architectural projects can require multiple visualization scales, but not all projects demand the same level of detail, nor do they require the same visualization tools. KTU+A utilizes the latest technology and techniques available to inform decision-makers, public officials or concerned community members with multiple industry-standard applications like ESRI's ArcScene, Google's SketchUp, and 3D Nature's Visual Nature Studio (VNS).

Geographic Information Systems (GIS)

Utilizing real-world coordinates, GIS provides a fast and accurate means to visualize landform and building mass through the use of relatively simple models to evaluate project size and configuration. GIS is a flexible format that supports combining data with spatial features and supports other visual effects spatial analyses, including building-related studies of shadow casting, open space assessment and air corridor delineation.

SketchUp Modeling

Sketchup's power lies in its flexibility. Built environment virtual models can be created relatively quickly, including basic animation. Such Sketchup models are frequently used to support community understanding of visual impacts. These models can be stand-alone products, or further enhanced through rendering with plug-ins for more photorealistic lighting and textures, or exported to other more sophisticated modeling applications.

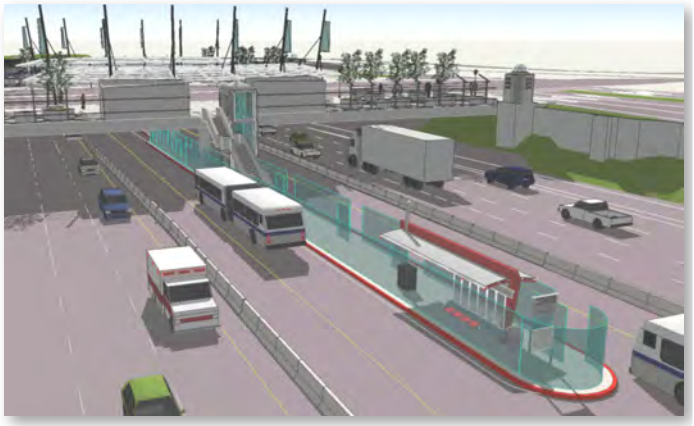

Photo-simulations

KTU+A has found that visual simulations are a very effective tool for illustrating how proposed project elements may impact their community. Renderings of the 3D application products described above can also be produced as layered photo-simulations that more clearly illustrate the impact of successive project phases.

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Challenging projects, whether from an environmental or social perspective, require input from a variety of stakeholders, including the community, the client and the regulatory agencies. KTU+A's goal is to gather public input, analyze the data and respond in a manner sensitive to stakeholder interest and concerns. Creating a forum for discussion, gaining the trust of the stakeholders and sharing information of value with them will result in project success.

An open mind, strong listening skills, and clear, concise information are key to this process. Understanding the best communication tools to encourage participation from our target audience is crucial and will vary from project to project. Public outreach methods utilized by KTU+A include workshop facilitation, design charrettes, walk audits, online surveys, websites, newsletters, interpretation, and translation.

Public Input and Sensitivity to Community Interests and Concerns

Complex planning projects like the Fiesta Island Park Precise Plan and the Mission Beach Boardwalk Safety Study have provided KTU+A valuable experience leading diverse stakeholders through public workshops aimed at developing project commitment through the use of questionnaires, logic tools, clear graphic communications and active listening.

No matter how much time and budget is allocated to the team to spend time on-site, site users will be more familiar with the project and environment than we are, and we feel that this input is beneficial to develop practical solutions. Public input is a very effective venue to gauge community desires for project alternatives and developing implementable recommendations. Our plans are far more likely to accurately reflect user desires when the users are invited to voice their comments and concerns in a workshop setting or through an online survey.

Workshop Tools

For workshops, KTU+A often provides large-scale graphics and mapping on aerial photographs to clearly display what can often be complex information and for directly compiling user comments.

Online surveys for gathering public input can be very useful, particularly in defining areas of concern and opportunities that might not otherwise have been addressed, especially from users who may not have been able to attend the workshops, or simply felt uncomfortable voicing their concerns and opinions in such a public forum. In addition, the ability to provide comments in a familiar setting without having to do it in haste results in carefully considered and insightful responses that truly help to improve the project.

Walk audits and site visits are great information gathering tools, particularly in urban environments. When conducting walk audits, KTU+A breaks the participants into smaller focus groups to facilitate discussion and cover a broader geographic area. Participants are given clipboards, maps and GPS-enabled cameras to record their observations and concerns. This data is then incorporated into the GIS database and used to identify opportunities and constraints and develop recommendations. Translation and interpretation are provided in the predominant neighborhood languages.

Three dimensional models and visual simulations are extremely effective tools to communicate design ideas. KTU+A maintains a digital library of various design elements to efficiently generate the models. Most recently, KTU+A conducted a real-time workshop with representatives from the Navy and Marine Corps to evaluate various site options for training ranges. KTU+A staff developed a set of range templates and then input the templates into a GIS-based Google Earth model. Working side-by-side with the federal staff in a workshop format, KTU+A staff manipulated the models based on existing natural and man-made constraints and site factors, as well as input from the workshop partici-

Guiding Principles for Public Participation

- Involve key stakeholders early.
- One person, one vote, one voice - don't let a few takeover.
- Address the issues, especially the difficult ones.
- Build recommendations from the ground up.
- Utilize a logical and sequential decision-making process to gain commitment and identify decisions and actions.
- Listen, process, present with clarity, adjust and seek alignment.

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pants to identify a variety of scenarios. At the end of the workshop, the federal staff had a tested set of alternatives to take back to their supervisors and staff for further discussion and evaluation. This type of "real-time" format was very successful - workshop participants were able to immediately see their input incorporated into the alternatives, and the discussions were very open and productive.

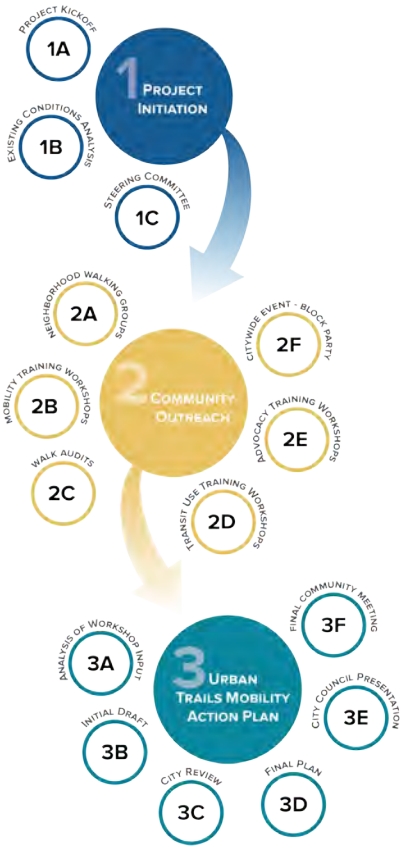
Publicizing workshops and community meetings is always a challenge. Different outreach methods work in different communities and demographics. By utilizing a wide range of tools, including social media, websites, emails, door-to-door distributed flyers, and personal invitations in the predominant community languages, KTU+A reaches as many potential stakeholders as possible.

KTU+A has facilitated more than 100 workshops for projects such as:

- City of Coronado Bicycle Master Plan
- City of Desert Hot Springs Bicycle and Pedestrian Master Plan
- City of Santa Ana Complete Streets Plan
- City of Moreno Valley Bicycle Master Plan
- City of Eastvale Bicycle Master Plan
- City of Chino Bicycle and Pedestrian Master Plan
- City of Temecula Multi-Use Trails, Bicycle Master Plan and Sidewalk Inventory
- Salinas River Trail Master Plan
- Lemon Grove Main Street Promenade
- Carmel Valley Community Park
- Cabrillo Heights Neighborhood Park
- Leo Carrillo Ranch Historic Park Master Plan
- Breen Park
- Centrum Park
- Sunshine Berardini Park Master Plan
- Fiesta Island Park Master Plan
- Southcrest Trails Park
- La Mesa Parks Master Plan
- Salt Creek Community Park Master Plan

Typical Workshop, Charrettes and Meetings

- Workshop 1 - discuss project goals, objectives and schedules; identify existing conditions, site opportunities and constraints, and project programming.
- Workshop 2 - evaluate two to five project alternatives.
- Workshop 3 - refine preferred alternative, discuss master plan recommendations.
- Workshop 4 - master plan presentation; discuss implementation and phasing strategies.



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TOWN CENTER PHASE II, City of El Centro

Linscott, Law & Greenspan Engineers (LLG) previously prepared a traffic impact analysis in 2004 for the Imperial Plaza project in the City of El Centro, California which consisted of 341,516 SF of commercial development. This study included the determination of project traffic generation and distribution and the peak hour analysis of 14 intersections and several street segments associated in the Existing, Existing + Project, Existing + Project + Cumulative Projects, and Long-Term time frames to determine project impacts to adjacent intersections and streets. Project impacts were specifically assessed and mitigation measures were recommended.

In 2010, LLG prepared a traffic assessment letter for the El Centro Town Center Phase II (a portion of the Imperial Plaza Project) to determine the point during the three-phased development of the site Bradshaw Drive would need to be extended between Imperial Avenue (SR 86) and North 8th Street. This assessment analyzed four key intersections during the Existing, Existing + Growth, Existing + Growth + Phase I, Existing + Growth + Phases I & II, and Existing + Growth + Phases I, II & III to determine at which point these locations would fail thus requiring the extension of Bradshaw Road. Recommendations were made as to when the improvements should be constructed.

REGIONAL MEDICAL CENTER, City of El Centro

LLG Engineers conducted a traffic study for the El Centro Regional Medical Center (ECRMC) located at the southwest corner of Fourth Street and Main Street, in El Centro. The ECRMC proposes construction of a 10,646 SF outpatient medical clinic. A corner sight distance analysis was conducted on Fourth Street at Main Street. An appropriate radius for the curb return at the southwest corner of the Fourth Street / Main Street intersection was recommended. Conceptual striping modification was prepared to address project related impact at the Fourth Street / State Street intersection.

WILDFLOWER SUBDIVISION, City of El Centro

LLG prepared a traffic study for three subdivisions totaling 325 homes. Several intersections in the Existing, Existing + Project, And Existing + Project + Cumulative Projects time frames were analyzed. Project impacts to adjacent residential streets were specifically assessed. Results of traffic study were presented at several Planning Commission and City Council hearings.

IMPERIAL VALLEY MALL, City of El Centro

LLG prepared a traffic study to determine and evaluate traffic impacts due to the development of a 1,460,000-square foot regional indoor shopping mall, which includes a 306-unit apartment complex in Imperial County. Numerous intersections and street segments were analyzed in the Existing, Existing + Project, Existing + Project + Cumulative Projects, and long-term time frames to determine project impacts to adjacent intersections and streets. Project impacts were specifically assessed and mitigation measures were recommended. The traffic study was approved in May 2003.

NATIONAL CITY SMART FOUNDATION, City of National City

Linscott, Law & Greenspan, Engineers (LLG) was retained by the City of National City and KTU+A to provide recommendations that enhance neighborhoods in the City of National City by providing improved pedestrian and bicyclist access and by providing suggested routes to school improvements. The project is funded by a Community-Based Transportation Planning Grant (CBTP) that supports livable communities, Smart Growth land-use and transportation planning, long-term economic development, multimodal linkages between jobs and housing, commute alternatives, and safe pedestrian and bicycle travel. The project is a part of the National City SMART Foundation (Safe, Multi-modal, Accessible Routes to Transit, Work, School, Services and Recreation), which is based upon improvements to the walkability and bikeability of a community.

Several walk audits and focused group workshops were conducted to identify bicycling and pedestrian deficiencies throughout the City and to engage City's residents on providing feedback on what improvements they would like to see. Based on the public outreach, walk audits, City's input and our assessment, several projects were identified and are categorized into Tier 1 and Tier 2. Tier 1 projects were identified as high priority projects, which required conceptual designs. Tier 2 projects were secondary priorities with recommendations identified and located on maps along with planning level-cost estimates. Every improvement was checked for constructability and implementablity. Comprehensive pedestrian counts and signal warrant analysis were also conducted for the project.

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Coronado Safe Routes to School Education Program
Circulate San Diego is the lead organization on this two-year SRTS education program designed to promote safe walking and biking behaviors to over 2000 students in Grades K-12. The scope of work included:

- Coordination with staff from four school sites- two elementary schools, a middle school, and a high school, to coordinate activities, including student and parent workshops.
- Student travel and parent survey data collection and analysis consistent with the framework established by the Safe Routes to School National Partnership.
- Over 20 pedestrian workshops over the life of the project, with custom curriculum based on age level and school administrator direction.
- Coordination and implementation of four Walk to School Celebration Activities over the life of the project
- Management and oversight of our subsconsultant- The San Diego County Bicycle Coalition.

Let's Move, Encinitas! Pedestrian Travel and Safe Routes to School Plan
The Let's Move, Encinitas! project was funded through a California Department of Transportation, Community Based Transportation Planning grant. Funds awarded by Caltrans to the City of Encinitas totaled $183,000, the City provided an additional match of over $27,000, equaling a total of $210,450. Key staff at Circulate San Diego carried out community outreach, education, and planning efforts for the City of Encinitas.

The overall outcome of the project was the development of a city-wide Pedestrian Travel and Safe Routes to School Plan to expand modal choices, increase connectivity and create a safe walking environment for pedestrians in the City, with an emphasis on Safe Routes to School. The scope of work included:

- Establishing a taskforce made up of community members and stakeholders to provide public oversight, transparency, and accountability, to empower community voice over the course of the project
- Creating Neighborhood Coalitions to generate interest and help promote project activities
- Conducting community outreach to inform the public and solicit resident input to help inform the plan
- Executing a social media campaign to promote the project and gather feedback
- Implementing community-wide activities to engage the public
- Conducting assessment workshops and walk audits to teach residents how to identify, document, and prioritize infrastructure deficiencies and barriers
- Creating deficiency maps detailing the findings of community workshops and walk audits; producing a final report that includes individual work plans from each of five neighborhoods, deficiency maps and reports, strategies and tools to overcome walkability barriers, and recommendations for potential funding mechanisms to address infrastructure deficiencies

Walk+Bike Carlsbad Community Encouragement and Outreach Program
The Walk + Bike Carlsbad Active Village Campaign created a unique partnership among the City of Carlsbad, the Carlsbad Village Association (CVA), Circulate San Diego (CSD), and the San Diego County Bicycle Coalition (SDCBC) to help build a positive multimedia campaign, coordinate new walking and biking infrastructure to increase awareness on bicycle and pedestrian access, educate businesses and residents, and promote alternative transportation choices and improved safety in Carlsbad and the Village. The scope of work included:

Marketing and Social Media Campaign
- Two messaging strategies were utilized, one message targeted the Carlsbad Village to encourage more walk and bike trips to the Village among Carlsbad residents and residents from the Barrio districts in particular and a second broader message that built awareness and encouraged walking and biking trips within greater Carlsbad.

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Educational Events

- CSD supported SDCBC in the development of North County's first Bicycle-Friendly Business District in the Carlsbad Village to benefit business owners, property owners, and residents and better connect the Barrio districts to the Village area.
- Fun and engaging contests, events, promotions, recognition awards, and incentives were utilized to promote the ease of walking and biking to destinations throughout the Village and make walking/biking a preferred mode choice.
- Pedestrian education program with Walk this Way courses, walk audits, and "Safe Town" (a simulated pedestrian environment for children) targeted students and parents of two elementary schools.
- CSD facilitated the creation of a community ambassador program where individuals, groups and businesses can promote the benefits of walking and biking.

San Marcos Safe Routes to School Master Planning and Community Outreach

Circulate San Diego completed a Safe Routes to School Plan for three disadvantaged schools in San Marcos, CA. Despite the compressed three-month project schedule mandated by the funding source, Circulate San Diego was able to plan, implement, and deliver all of the key deliverables of a more traditional SRTS planning effort. The scope of work included:

- Community outreach events with parents and administrators at each of the three schools, including mapping sessions, walk audits, and reports to school communities.
- Existing conditions documentation and field review
- Project identification and prioritization
- Conceptual drawings and project sheets
- Management of engineering subconsultant responsible for preliminary engineering work
- Funding and implementation assessment
- Suggested Routes to School Identification, map development, and production
- Draft and Final Report Production and presentation to City commissions
- In addition, Circulate San Diego worked with each of the three school sites to develop and implement three Walk to School Day Celebrations, which included student tallies for City use, raffle giveaways, and student assemblies.

KTU+A and Circulate San Diego are currently collaborating on the SANBAG Safe Routes to School Plan Phase 2

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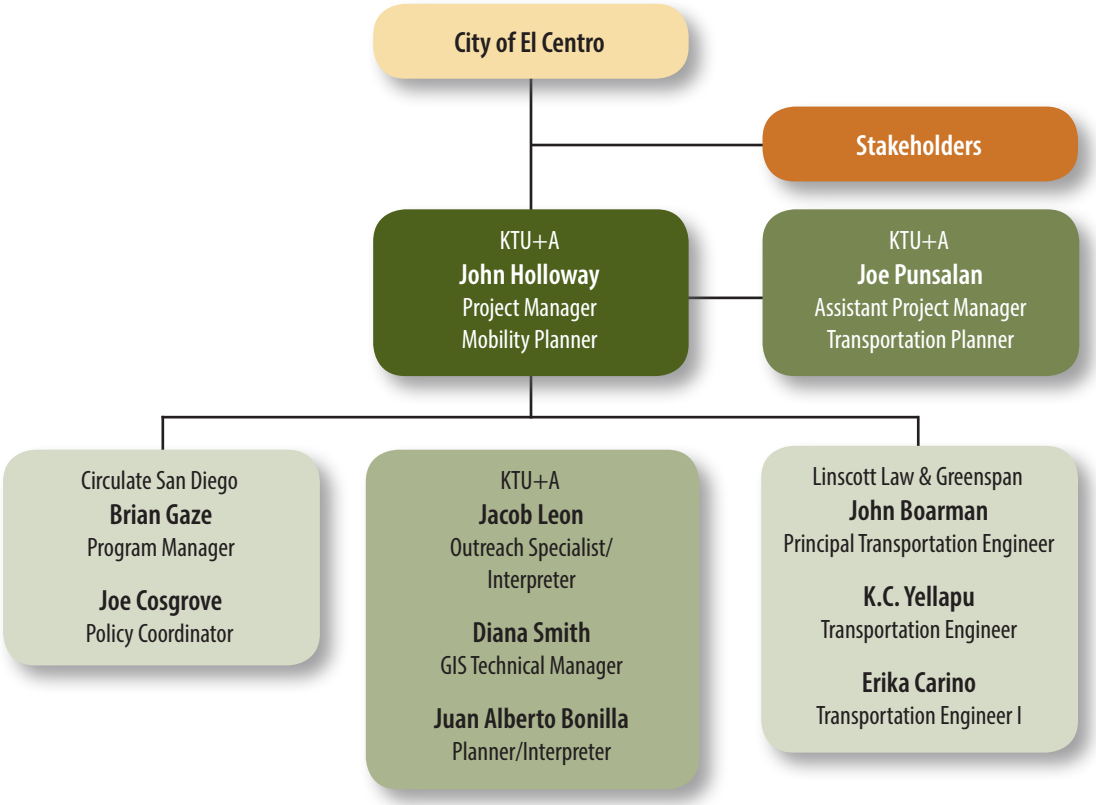

KTU+A Staffing Plan

KTU+A utilizes the Resource Planning module of Deltek Vision for weekly staff scheduling, allowing us to accurately schedule staff resources with the appropriate experience to meet project deadlines. Staffing responsibilities include the following:

1. The assigned project manager is involved in the review of the scope, the preparation of the fee and the contract negotiation.
2. The project manager works with the client to develop and validate the overall goals and objectives of the project, as well as identify project issues, requirements, budgets, milestones, deadlines, and design parameters.
3. A project schedule is developed by the project manager indicating all submittals and review periods. The QC manager reviews the schedule to assure that adequate time has been allocated for implementation of the quality control process, including review and coordination of consultant work, and corrections and revisions identified in the QC process.
4. The KTU+A policy is to assign a team of experienced professionals that stay with the project from concept through completion, ensuring seamless integration from one phase to the next.

Key KTU+A personnel are available for the duration of the project. Key staff will not be removed or replaced without the prior consent of the City of El Centro.

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KTU+A Key Personnel | **John Holloway, Project Manager + Mobility Planner**

Combining his interest in outdoor activities with his professional planning and design background, John provides both technical and functional expertise in pedestrian, bicycle and trail planning and design. John combines his daily bicycle commuter experience with knowledge of the critical components of successful circulation systems. Much of his recent volunteer work has been directed at developing antidotes to the decades-long reduction in outdoor activity and the resulting childhood obesity epidemic, especially attracting kids and their parents back to the outdoors with age-appropriate activities and facilities that appeal to their sense of fun and adventure.

City of Eastvale Bicycle Master Plan
Project manager and mobility planner for the City of Eastvale's first Bicycle Master Plan. Project scope emphasized agency and public participation, needs and demand analysis, developing a citywide bicycle network and implementation plan, and a menu of supportive programs. Because this was their first plan and the "state of practice" in bicycle planning is rapidly evolving, the final document utilized 3D models, maps, photographs and other graphics to illustrate proposed facilities and concepts, which were also used for the community workshops and other outreach. Reflecting Eastvale's active and connected residents, an online survey generated over 500 responses and comments.

City of Moreno Valley Bicycle Master Plan
Project manager responsible for the preparation of a city wide bicycle facilities master plan. Tasks included analyzing recreational and commuter facility requirements, as well as identifying potential connections between transit modes and important destinations, such as Lake Perris. Process included evaluating existing roadways and bicycle facilities using conventional field techniques, as well as GIS for mapping and bicycling suitability modeling, an on-line survey and two community meetings. Plan includes general design and engineering guidelines for new facility development, as well as education and encouragement programs and policies.

City of Temecula Multi-Use Trails and Bikeways Master Plan
Project manager and mobility planner responsible for a city-wide bicycle and trails master plan update. Tasks included analyzing recreational and commuter requirements, as well as identifying potential connections between transit modes and important destinations, such as Old Town. Project process included updating the existing plan based newer planning decisions, evaluating existing facilities, employing geographic information systems (GIS) for mapping and suitability modeling, a web site with an online survey and community meetings. Plan includes updating design guidelines for new facility development, as well as education and encouragement programs and policies.

City of San Clemente Bike and Pedestrian Master Plan
Project manager and mobility planner for the City's mobility master plan, funded in part by a Kaiser Permanente Foundation healthy initiatives program. The goal was to increase bicycle and pedestrian use and foster healthier lifestyles. Recommendations included design standards and bicycle and pedestrian system enhancements. Developing a Safe Routes to School program for all of the city's elementary schools was another component, which involved creating worksheets, maps and facilitating training walk audits for parents, students and administrators.

City of Chula Vista 2011 Bikeway Master Plan Update
Project manager responsible for the update of the City of Chula Vista's 2005 Bikeway Master Plan. The master plan identified existing facilities and bicycle deficiencies throughout the City, along with detailed cost estimates for incorporation into the City's capital improvement program. The plan integrates upgrades to current facilities with facilities appropriate to the different roadway configurations between the western and eastern areas of the city. This plan also incorporated a new design guidelines format using custom 3D color graphic images instead of conventional 2D plans and sections.

EDUCATION
- Bachelor of Science in Biology, University of North Texas, Denton, Texas, 1982
- Master of Landscape Architecture, Texas A&M University, College Station, Texas, 1988

REGISTRATION
- State of California Landscape Architect, LLA 3734
- League of American Bicyclists Certified Instructor #2008
- LEED Green Associate

AFFILIATIONS
- American Society of Landscape Architects
- Association of Pedestrian and Bicycle Professionals
- San Diego County Bicycle Coalition
- San Diego Mountain Biking Association

RECOGNITION
- 2016 California Trails & Greenways Merit Award, Box Springs Canyon Comprehensive Trails Master Plan
- 2015 APA Orange County Section Honor Award and APA California Chapter Honor Award, San Clemente Bicycle and Pedestrian Master Plan
- 2014 APA San Diego County Section Honor Award, UCSD Bicycle and Pedestrian Master Plan

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KTU+A Key Personnel | **Joe Punsalan, Transportation Planner**

Joe Punsalan manages large-scale active transportation planning projects such as complete street plans and corridor studies; active transportation plans; first/last mile connectivity and transit supportive plans; and trail and accessibility studies. He is responsible for scope development; data analysis; public engagement and facilitation of walk and roll audits and demonstration projects; report writing; grant writing and reporting; and staff and consultant team management. Joe is a regular presenter at conferences sharing about the unique planning and outreach approaches from various projects. As an avid cyclist, Joe has knowledge of roadway conditions and obstacles that face cyclists and pedestrians every day. Additionally, Joe has a background in GIS for mapping, research and analysis.

City of Desert Hot Springs Bicycle and Pedestrian Master Plan
Project manager and lead planner for the developing the City's first bicycle and pedestrian master plan. Responsibilities include, bicycle network planning, presenting at workshops and council meetings, suitability modeling and document production. Due to the lack of civic engagement in the City, strategies for public input included raffle prizes, active workshop participation and outreach to schools and local walking groups. Workshop turnouts were very successful and responses were positive. This project included diagrammatic design of the top five priority corridors selected through analysis and public input. Provided oversight and quality control on these five corridor designs, and cost estimates. Due to the tight grant schedule, expedited all tasks to meet the grant deadline.

City of Chino Bicycle and Pedestrian Master Plan
Project manager responsible for task assignments, budgeting and scheduling. Additional duties include outreach coordination, stakeholder meeting and workshop facilitation and data collection. Assisted in developing a GIS-based bicycle boulevard/low stress routing tool for identifying routes conducive for shared bicycle facilities. Developed criteria for bicycle and pedestrian facility assessment, project development and prioritization.

City of National City SMART Foundation
KTU+A project manager in charge of coordination, data collection, public outreach plan, report production and management of staff and sub-consultants. Technical responsibilities included GIS-based hot spot analysis, crime and collision data collection and analysis, pedestrian and bicycle propensity modeling, development of recommendations and project design review. Public outreach responsibilities included walk audits, presentations, focus group and public workshops.

City of La Mesa Urban Trails Mobility Action Plan
Project manager in charge of planning and outreach for the City's Urban Trail Plan. This project was a culmination of KTU+A previous work with the City's Bicycle Master Plan and Parks Master Plan by building upon the existing urban trail and proposed urban trails studied in these plans. Supervised the data collection, trail prioritization, document production and a workshop event that drew over 350 attendees. He worked closely with middle and high school students to teach urban planning design and concepts in support of participation in the community workshop.

City of Santa Ana Complete Streets Plan
Project manager for stakeholder and public outreach coordination, workshop and meeting facilitation, data gathering and analysis including bicycle and pedestrian level of traffic stress and collision assessment. Responsible for coordination between traffic engineering and outreach sub-consultants. Other tasks include preparing materials, organizing walk audit routing, leading a bike tour during a three-day charrette, document and presentation preparation, bike and pedestrian project development and cost estimating.

EDUCATION
- B.A., Geography, California State University, Sacramento, 1998

REGISTRATION
- ITE Professional Transportation Planner
- LEED Green Associate
- GISP, GIS Certification Institute
- League of American Bicyclists League Certified Instructor #2000

AFFILIATIONS
- Association of Pedestrian and Bicycle Professionals, Student Outreach Chair, San Diego Chapter
- Rails to Trails Enhanced Bicycle Facilities Document Peer Review

RECOGNITION
- 2016 APA San Diego, City of La Mesa Urban Trails Mobility Action Plan
- 2016 APA Orange County, City of Santa Ana Downtown Complete Streets Plan
- 2015 WTS and APA, City Heights Urban Greening Plan
- 2015 APA San Diego and California, National City SMART Foundation
- 2015 ULI Orange County, Santa Ana Complete Streets Plan

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KTU+A Key Personnel | **Support Staff**

JACOB LEON
Outreach Facilitator/Interpreter

Jacob's dedication to meaningful urban design and effective communication motivates him in all of his active transportation work. Having earned a Bachelor of Landscape Architecture and a Minor in Sustainable Environments, he always emphasizes urban design that addresses cultural, health and environmental issues and solutions. His strong background in 3D modeling and graphic design allows him to produce effective digital and printed media to help illustrate such designs. His experience in active transportation planning includes network and facility design, public outreach, technical drafting and 3D modeling and Spanish/English translation.

Project Experience

- SANBAG Safe Routes to School Phase 2
- City of Eastvale Bicycle Master Plan
- City of Chino Bicycle and Pedestrian Master Plan
- City of La Mesa Urban Trails Mobility Action Plan
- City of Santa Ana Downtown Complete Streets Plan
- City of Santa Ana Central Complete Streets Plan
- City of San Diego City Heights Urban Greening Plan
- City of San Diego Morena Boulevard Station Area Planning Study
- City of National City SMART Foundation
- City of Moreno Valley Bicycle Master Plan
- City of Costa Mesa Multi-Use Trail Study
- City of Yucaipa Wildwood Calimesa Trails Master Plan

EDUCATION
- Bachelor of Landscape Architecture, Cal Poly, San Luis Obispo, 2013

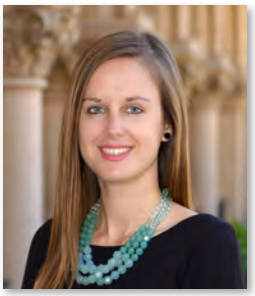
REGISTRATION
- 2014, LEED Green Associate

AFFILIATIONS
- American Society of Landscape Architects

RECOGNITION
- 2014 ESRI Cartography Award
- 2013, ASLA Olmsted Scholar
- 2013, Cal Poly San Luis Obispo Design Process Award

SPECIAL SKILLS
- Spanish fluency

DIANA SMITH
GIS Technical Manager



Diana Smith provides GIS support and technical oversight to a variety of projects including transportation planning, landscape architecture and federal planning. Typical duties include data creation/editing, database management, spatial analysis and calculations, CAD data manipulation, mapping (paper and web) and support for field activities. She has extensive knowledge of ArcMap tools and extensions with advanced skills employing ModelBuilder to execute GIS analyses and automate workflows. Strong data management skills with field experience managing large-scale protocol surveys and desktop experience creating and managing both spatial and relational databases. Deep understanding of concepts and theories of geography, applications of GIS (vector and raster approaches) and statistical analysis (both spatial and non-spatial). Highly refined cartographic design and presentation skills. Exceptional written/verbal communication skills, interpersonal skills, and ability to work in a team setting.

Project Experience

- City of Temecula Multi-Use Trails and Bikeways Master Plan
- City of Chino Bicycle and Pedestrian Master Plan
- City of Eastvale Bicycle Master Plan
- City of San Marcos Bicycle and Pedestrian Master Plan
- County of Riverside Box Springs Mountain Trails Master Plan, Moreno Valley
- City of Santa Ana Complete Streets Plan
- Vision Zero Corridors, San Diego

EDUCATION
- Masters of Science, GIScience, San Diego State University, 2010
- Bachelors of Arts, Geography, Clark University, 2008

REGISTRATION
- 2015 GISP

AFFILIATIONS
- San Diego Regional GIS Council

RECOGNITION
- 2016, Box Springs Mountain Reserve Comprehensive Trails Master Plan, California Trails and Greenways Conference Award Program

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LLG Key Personnel

JOHN BOARMAN
PRINCIPAL TRANSPORTATION ENGINEER

Mr. Boarman has personally prepared, participated in or directed the preparation of several hundred traffic impact studies and reports and their subsequent integration into Environmental Impact Reports, Statements and Assessments (EIR, EIS, EIA). His work has included not only traffic impact studies but studies of parking impact and sufficiency, site access and circulation, and internal auto, pedestrian and public transit traffic circulation.

Mr. Boarman has worked closely with other professionals in the preparation and presentation of environmental documentation to citizens groups, local government engineers and planners, Transportation Commissions, Planning Commissions, and City Councils.

Mr. Boarman has managed traffic studies for several high profile projects including the North Embarcadero Visionary Plan, the South Embarcadero Urban Development Plan, the Del Mar Fairgrounds Master Plan, the City of Santee General Plan, the Imperial County General Plan Update, the San Diego Convention Center Expansion, the Hotel Del Coronado Expansion, the Qualcomm Stadium Expansion, the Imperial Valley Mall, Fanita Ranch, the SDSU Master Plan, the I-805/Mira Mesa Blvd. PSR, the 2,700 home Merriam Mountains project, and the 10,000 home Yokohl Ranch project.

Mr. Boarman has managed the El Centro Town Center Phase II, the El Centro Regional Medical Center, Wildflower Subdivision, Linda Vista Subdivision, Countryside Subdivision, McPhetrige Subdivision, and the Buena Vista Park Subdivision.

PROFESSIONAL REGISTRATION
- Civil Engineer, California (C 50033)
- Traffic Engineer, California (TR 1855)

EDUCATION
- Purdue University, Master of Science in Civil Engineering

PROFESSIONAL EXPERIENCE
- Transportation Engineer: Linscott, Law & Greenspan (1990 to Present)

PROFESSIONAL MEMBERSHIPS
- Institute of Transportation Engineers, Associate Member
- Association of Environmental Professionals, Member

AREAS OF PROFESSIONAL COMPETENCE
- Traffic Sections of Environmental Impact Studies and Reports Traffic Impact Studies
- Parking Studies Transportation Planning

KC YELLAPU, P.E.
TRANSPORTATION ENGINEER

Mr. Yellapu is a registered Traffic and Civil Engineer in the State of California and LLG's Complete Streets/Active Transportation Team Leader. He is a strong advocate of Complete Streets and was instrumental in promoting Complete Streets in various local organizations by presenting the concept to several local agencies and by being a critical executive member of the APWA Complete Streets Workshop in San Diego. KC's extensive professional experience involves the completion of a broad range of transportation planning and design projects in San Diego County and the East Coast.

His work has included Complete Streets Assessments, Active Community Transportation Strategies, Transit, Bicycle and Pedestrian analysis, Mobility Element preparations, Traffic Impact Studies for Environmental Impact Reports (EIR), traffic modeling and simulation.

PROJECT EXPERIENCE
- City of San Marcos Pedestrian and Bicycle Master Plan
- City of Chino Bicycle and Pedestrian Master Plan
- City of National City SMART Foundation
- Escondido's Comprehensive Complete Streets Assessment
- Grantville Mobility Assessment
- Warren College Pedestrian and Bicycle Improvements
- Childrens Way Crosswalks Project
- Naval Base San Diego Pedestrian and Bicycle Improvements
- Pershing School's Safe Route to School Project
- UCSD Hopkins Curve Improvements
- Balboa Elementary Pedestrian Improvements
- CSUSM Pedestrian and Bicycle Improvements

PROFESSIONAL REGISTRATION
- Professional Engineer in Civil Engineering, California (CE 75023)
- Professional Traffic Operation Engineer (PTOE)
- Professional Engineer in Traffic Engineering, California (TR 2476)

EDUCATION
- University of Alabama, M.S. Civil Engineering
- Osmania University College of Engineering, B.S. Civil Engineering

AREAS OF PROFESSIONAL COMPETENCE
- Pedestrian and Bicycle Master Plans
- Transportation Planning Studies
- Complete Streets Analysis and Assessment
- Active Community Transportation Strategies/Policies
- Pedestrian, Bicycle & Transit Facilities Evaluation
- Traffic Simulation
- Traffic Signal Design

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LLG Key Personnel

ERIKA CARINO

TRANSPORTATION ENGINEER I

Ms. Carino has personally assisted in the preparation of several traffic impact studies and reports and their subsequent integration into Environmental Impact Reports, Statements, and Assessments (EIR). Ms. Carino has personally conducted studies in several jurisdictions in San Diego County, including development projects for both public agency and private sector clients.

Her work has included the preparation of transportation studies for Chula Vista Main Street Streetscape Project which provided a balance, connected, safe and convenient transportation network for all user groups, the National City S.M.A.R.T Foundation to improve the walkability and bikeability of the community.

She additional has participated in the preparation of studies for projects such as the CSUSUM Roadway User Assessment, Chino Bicycle and Pedestrian Master Plan, San Marcos Bicycle and Pedestrian Master Plan, North County Shooting Range, Navy Base Parking & Traffic project, Felicita Road Traffic Calming Project, UCSD Hopkins Curve Design, San Marcos DMV Design, and 4S Ranch Stop Sign Assessment

As a student volunteer at Caltrans, she has assisted in preparing striping and signing plans and traffic control plans for the San Diego County and Imperial County.

PROFESSIONAL REGISTRATION

- Engineer-in-Training Certification #147276

EDUCATION

- San Diego State University, M.S. in Civil Engineering
- San Diego State University, B.S. in Civil Engineering

PROFESSIONAL EXPERIENCE

- Transportation Engineer I: Linscott, Law & Greenspan Engineer (Jan 2015 to Date)
- Engineering Technician I: Linscott, Law & Greenspan (Feb 2014 to Jan 2015)
- Engineering Aid I: Linscott, Law & Greenspan (May 2013 to Feb 2014)
- Student Volunteer: Caltrans (Sept 2012 to Jun 2013)

AREAS OF PROFESSIONAL COMPETENCE

- Transportation Planning Studies
- Complete Streets Assessment
- Traffic Calming
- Access & Circulation
- Striping and Signing Design
- Signal Design
- Parking Studies

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Circulate San Diego Key Personnel | **Brian Gaze, Program Director**

Brian Gaze serves as Circulate San Diego's Director of Programs. He is a certified non-motorized transportation planner and has over ten years of experience in the planning and programming of active transportation and Safe Routes to School programs, and over five years of community-based SRTS Project Management experience. His areas of expertise include designing and conducting student, cyclist and pedestrian needs assessments, improving bicycling and pedestrian connections with transit, and implementing active transportation events for communities.

He is a graduate of San Diego State's Masters in City Planning Program (MCP) and has also taught graduate-level classes in Geographic Information Systems (GIS) at San Diego State University and UC San Diego.

Representative Projects

City of Coronado Safe Routes to School Education Program, Coronado, CA
Mr. Gaze is the Project Manager on this two-year Caltrans grant-funded project designed to educate every student on safe bicycling and walking practices at four project schools-Village and Silver Strand Elementary Schools, Coronado Middle School, and Coronado High School. The program involves data collection and analysis, and significant coordination with school personnel to implement bicycle and pedestrian rodeos, parent workshops, and other student classroom activities, including media development and lesson plans.

Let's Move, Encinitas Safe Routes to School and Pedestrian Master Plan, Encinitas, CA
This plan was designed to document existing pedestrian and school access issues, and will be combined with the City's existing Bicycle Master Plan to create a Caltrans-compliant Active Transportation Plan. Mr. Gaze managed all aspects of the project, including a robust online survey component, which resulted in over 1400 community comments, several well-attended community workshops, and a number of pedestrian encouragement and evaluation initiatives.

La Mesa Urban Trails Mobility Action Plan, La Mesa, CA
This project featured the development and training of a citizen walkability coalition tasked with proposing and evaluating potential urban trails, training seniors on how to use existing transit services, and working with the community to develop and implement a series of community events focused on increasing levels of walking and biking for utilitarian trips, including a citywide pedestrian scavenger hunt. Mr. Gaze managed all aspects of the project, and was responsible for overseeing the successful completion of this grant-funded program.

SANDAG Regional SRTS Strategic Plan Implementation, San Diego, CA*
This project was designed to support SANDAG's regional SRTS initiatives by measuring the existing amount of SRTS programs in place throughout the region, and proposing a series of appropriate recommendations for future programmatic initiatives based on school site, type, geography, and other factors. Brian contributed to the analysis portion of the project, and helped to develop a GIS-based prioritization effort that drew on national best practices and the extensive data SANDAG collected as part of its Healthy Communities Atlas work.

EXPERIENCE
- 11 Years

EDUCATION
- Master of City Planning, San Diego State University
- B.A., Communication, UC San Diego

REGISTRATION
- American Planning Association Accredited Professional (AICP)
- Association of Pedestrian and Bicycle Professionals (APBP)
- Institute of Transportation Engineers (ITE)
- San Diego Regional Safe Routes to School Coalition Member

RECOGNITION
- 2014 American Planning Association (APA) National Planning Achievement Award for Transportation
- 2013 American Planning Association (APA) California Achievement Award for Transportation

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Circulate San Diego Key Personnel | **Joe Cosgrove, Policy Coordinator**

Joe recently joined the Circulate team as a Policy Coordinator to work on active transportation and pedestrian safety throughout San Diego. After moving to San Diego from Washington, D.C. Joe began working as a volunteer with Circulate San Diego's Policy team in January 2015. He began by focusing on the nexus between sustainable transportation, community development, and urban water issues. Joe then served in a new Program Coordinator capacity to develop and write the San Marcos Safe Routes to School Plan.

Joe is a graduate of George Washington University with a master's degree in Sustainable Urban Planning. Joe held positions as a Research Associate in the Urban Institute's Metropolitan Program and as the Federal City Council's Anacostia River Legacy Project Research and Outreach Analyst. While working with these organizations, Joe worked on innovative green infrastructure policies and incentives.

Joe's experience in merging green infrastructure and storm water policy with transportation, place-making, and community needs provides Circulate San Diego an invaluable resource in analyzing the potential for sustainability in our region's land use and transportation policies.

Representative Projects

City of Coronado Safe Routes to School Education Program, Coronado, CA
Circulate San Diego is the lead organization on this two-year Caltrans grant-funded project designed to educate every student on safe bicycling and walking practices at four project schools- Village and Silver Strand Elementary Schools, Coronado Middle School, and Coronado High School. The program involves data collection and analysis, and significant coordination with school personnel to implement bicycle and pedestrian rodeos, parent workshops, and other student classroom activities, including media development and lesson plans.

Joe served as Project Coordinator for the Coronado Safe Routes to School Project and provided outreach and education services to parent and students on the importance of pedestrian safety in the City of Coronado. As Project Coordinator, Joe managed communications and the event logistics for each of the school sites between partner organizations. Joe also prepared and presented student workshops for the students at the school sites.

San Diego County Health and Human Services Agency (HHSA) and the City of San Marcos Safe Routes to School Plan, San Marcos, CA
Joe served as the Project Coordinator for the development of a Safe Routes to School (SRTS) Plan in San Marcos. Joe coordinated the development of the plan in collaboration and consultation with the HHSA, San Marcos Unified School District and its participating schools, and the City of San Marcos. Joe provided support in the development of the SRTS Plan which placed the City of San Marcos in position to pursue funding opportunities to implement projects that improve pedestrian and cyclist safety. This support included writing the plan, producing materials, and facilitating numerous community outreach events. Joe's work allowed the plan to reflect current community-wide values, which embrace a safe, healthy, and vibrant place for all residents to enjoy.

EXPERIENCE
- 5 Years

EDUCATION
- Master of Sustainable Urban Planning, The George Washington University
- B.A., Communication, Bellarmine University

PUBLICATIONS
- Cosgrove, Joseph; Colin, Parent (2015) Infill Development: A Key Strategy for Water in San Diego. San Diego, CA. Circulate San Diego.
- Rosenbloom, Sandra; Cosgrove, Joseph; Oo, Elizabeth; Karakul, Christopher. (2013) Urban Waters: Strategies That Work. Washington, D.C. The Urban Institute. -- US Green Building Council 2013 Sustainability Leadership Award in Innovation

SPECIAL SKILLS
- English/Spanish fluency

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Fee schedule & Cost Estimate | **Hourly Rates**

KTU+A Hourly Rates

Senior Principal	$175.00
Principal	$165.00
Senior Associate II	$155.00
Senior Associate I	$145.00
Associate II	$135.00
Associate I	$125.00
Senior Designer/Senior Planner/GIS Analyst	$115.00
Designer/Planner	$105.00
Administration	$80.00

Linscott Law & Greenspan Hourly Rates

Principals

Principal Engineer	$252.00
Associate Principal Engineer	$216.00
Planning/Design Manager	$201.00

Transportation Engineers

Senior Transportation Engineer	$178.00
Transportation Engineer III	$158.00
Transportation Engineer II	$133.00
Transportation Engineer I	$114.00

Transportation Planners

Senior Transportation Planner	$158.00
Transportation Planner III	$133.00
Transportation Planner II	$114.00
Transportation Planner I	$102.00

Technical Support

Engineering Associate II	$113.00
Engineering Associate I	$109.00
Engineering Computer Analyst II	$108.00
Engineering Computer Analyst I	$85.00
Senior CADD Drafter	$109.00
CADD Drafter I	$77.00
Senior Engineering Technician	$109.00
Engineering Technician II	$102.00
Engineering Technician I	$77.00
Administrative/Marketing Assistant	$72.00
Engineering Aide I	$55.00

Circulate San Diego

Director of Programs	$125.00
Policy Coordinator	$100.00

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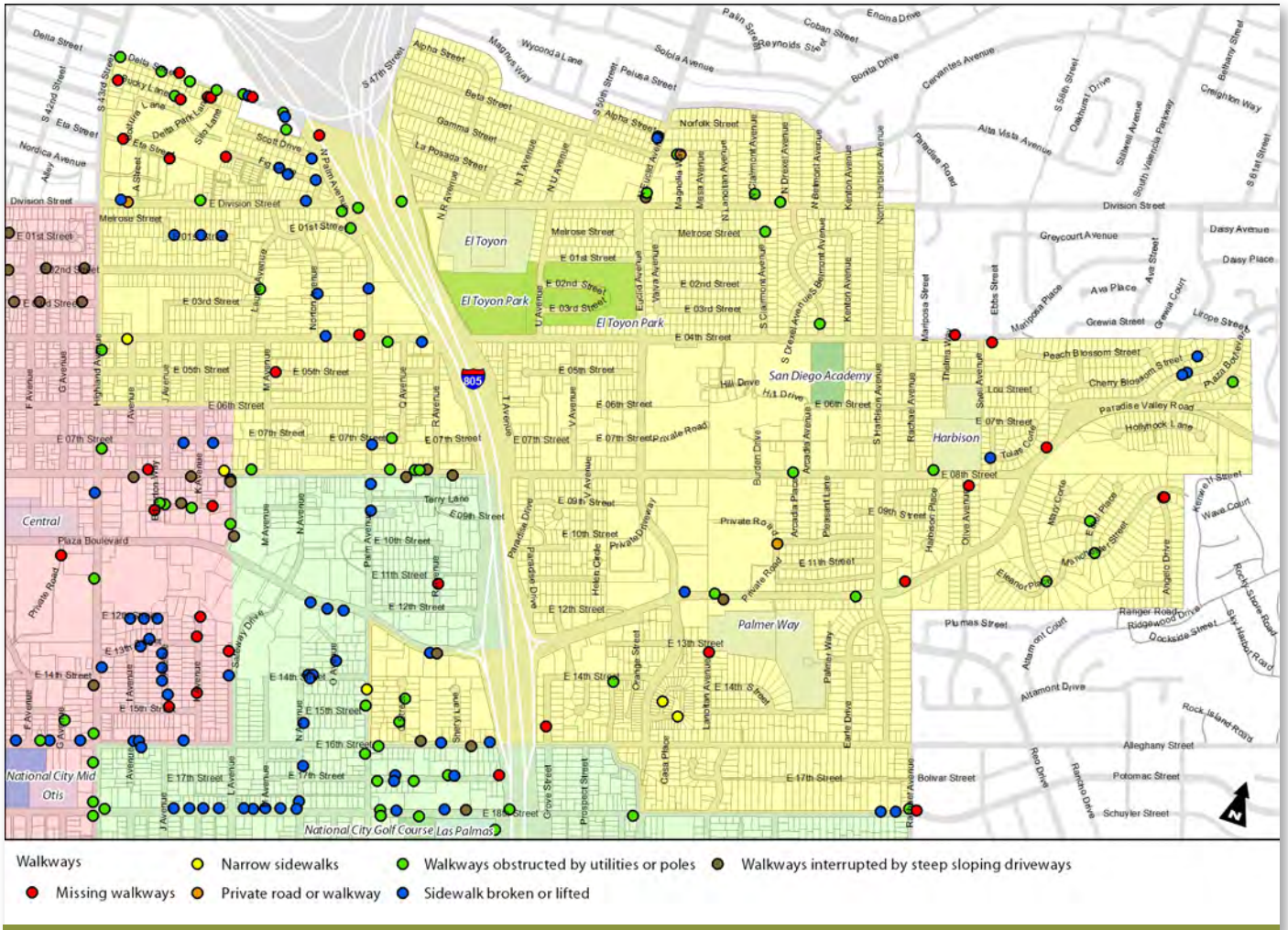
References

KTU+A References	Project	KTU+A Key Personnel
George Alvarez, City of Eastvale t: 951 703-4471; e: galvarez@eastvaleca.gov	City of Eastvale Bicycle Master Plan	Holloway
Matt Peters, City of Temecula t: 951 694-6408; e: matt.peters@cityoftemecula.org	City of Temecula Multi-Use Trails, Bicycle Master Plan and Sidewalk Inventory	Holloway
Michael Hitz, City of Chino t: 909 334-3448; e: mhitz@cityofchino.org	City of Chino Bicycle and Pedestrian Master Plan	Punsalan, Leon
Michael Lloyd, City of Moreno Valley t: 951 413-3146; e: michaell@moval.org	City of Moreno Valley Bicycle Transportation Plan	Holloway
Daniel Porras, City of Desert Hot Springs t: 760 329-6411 x216; e: dporras@cityofdhs.org	City of Desert Hot Springs Bicycle and Pedestrian Master Plan	Punsalan
Cory Wilkerson, City of Santa Ana t: 714 647-5643, e: cwilkerson@santa-ana.org	City of Santa Ana Downtown Complete Streets Plan	Punsalan, Leon
Misty Thompson, City of La Mesa t: 619 667-1319; e: mthompson@ci.la-mesa.ca.us	City of La Mesa Urban Trails Mobility Action Plan	Punsalan, Leon



City of National City El Toyon Elementary School Sidewalk Analysis

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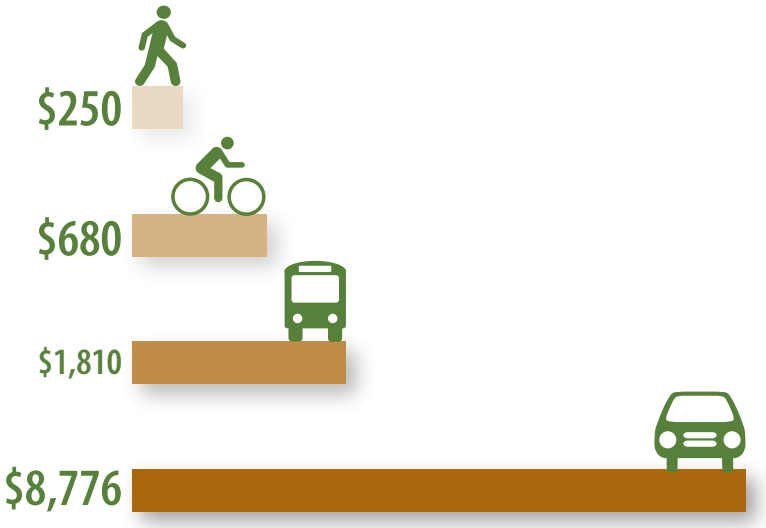
The average **COST** of operation



KTU+A Gets Projects Built

California

$12,403,000 | Grants Awarded Through Caltrans and SANDAG

8 Projects | Funded Since Plans Were Completed

Caltrans

$1,225,000	Santa Ana Civic Center Bike Boulevard
$2,366,000	Santa Ana Edinger Protected Bike Lanes
$5,424,000	Santa Ana and 5th Protected Bike Lanes
$350,000	National City SRTS
$375,000	National City El Toyon-Las Palmas Bike Corridor
$1,225,000	National City 18th Street

SANDAG

$420,000	Euclid Avenue
$875,000	Division Street

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Proposition 64- Control, Regulate, and Tax Adult Use of Marijuana Act

CITY MANAGER'S RECOMMENDATION:
Approval of Ordinance No. 16- , EXTENDING AN INTERIM ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL CENTRO REGULATING PERSONAL INDOOR CULTIVATION OF MARIJUANA AND BANNING OUTDOOR PERSONAL CULTIVATION, AND BANNING MARIJUANA USE IN CITY FACILITIES AND DECLARING THE URGENCY THEREOF.

FISCAL IMPACT: Unknown.

STRATEGIC PLANNING PROGRAM 2013-2018 RELATION: Not applicable.

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTORS LICENSE, REFERENCE CHECKS, INSURANCE, ETC:
Not applicable.

BACKGROUND:
On November 8, 2016, City Council approved an interim urgency ordinance pertaining to the personal indoor cultivation of marijuana, pursuant to Proposition 64. In short, the ordinance regulated indoor cultivation of up to six marijuana plants within a private residence and prohibited the outdoor cultivation of marijuana. In addition, the ordinance banned marijuana use in City facilities to maintain a drug-free workplace. The interim ordinance was intended to remain in effect for 45 days from the date of its adoption and will expire on December 23, 2016. The proposed requested action will extend the ordinance for an additional 10 months and 15 days.

DISCUSSION:
Urgency ordinances do not require a public hearing because of their perceived "urgency." However, urgency ordinances have time limitations in which they expire. In order to extend the urgency ordinance, a noticed public hearing is required. A Notice of Public Hearing was placed on the *Imperial Valley Press* on December 9, 2016 to advise the public of regulations associated with the proposed ordinance. The proposed ordinance is set to expire on November 4, 2017 and can be extended a year thereafter.

The Adult Use Marijuana Act prohibits state licensing authorities from issuing a license to a commercial non-medical marijuana business if operation of the business violates a local ordinance of the city in which the business will operate. If Council wishes to ban *or* regulate dispensaries, cultivation and delivery services, action should be taken prior to 2018. For further information, the *League of California Cities* most recent bulletin regarding Proposition 64 is attached to this report.

CONCLUSION:

Because the ordinance presented is an urgency ordinance, it may only be approved by four-fifths (4/5^{ths}) vote.

Approval of Ordinance No. 16- , EXTENDING AN INTERIM ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL CENTRO REGULATING PERSONAL INDOOR CULTIVATION OF MARIJUANA AND BANNING OUTDOOR PERSONAL CULTIVATION, AND BANNING MARIJUANA USE IN CITY FACILITIES AND DECLARING THE URGENCY THEREOF.

ATTACHMENTS:

- Ordinance Regulating Indoor Cultivation and Banning Outdoor Cultivation (PDF)
- California League of Cities Prop. 64 Bulletin (PDF)

ORDINANCE NO. 16-

EXTENDING AN INTERIM ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL CENTRO REGULATING PERSONAL INDOOR CULTIVATION OF MARIJUANA, BANNING OUTDOOR PERSONAL CULTIVATION AND BANNING MARIJUANA USE IN CITY FACILITIES AND DECLARING THE URGENCY THEREOF

The City Council of the City El Centro hereby does ordain as follows:

SECTION 1. FINDINGS

In light of Proposition 64 (also known as the Control, Regulate, and Tax Adult Use of Marijuana Act ("AUMA")) on the November 8, 2016 statewide general election, the purpose of this Ordinance is to adopt an urgency land use ordinance under the authority set out in Govt. Code Section 65858 in order to regulate personal indoor cultivation of marijuana and ban outdoor cultivation, but only in the event said Proposition passes at said general election and subject to its provisions.

The City Council finds that this urgency ordinance is necessary for the protection of public health safety and welfare and that there is a current and immediate threat to the public health, safety, or welfare that will arise from the approval of Proposition 64, the Adult Use of Marijuana Act without appropriate regulation from the personal indoor cultivation of marijuana plants and a ban on personal outdoor cultivation. This urgency ordinance is not related to the construction development of multifamily housing.

This ordinance is not related to the regulation or prohibition of medical marijuana cultivation or sale.

The City Council finds that significant health, safety and welfare issues as associated with marijuana use, sale and cultivation, some of which has been derived from experience with medical marijuana, is as follows:

(a) In 1970, Congress enacted the Controlled Substances Act ("CSA") (21 U.S.C. Section 801 et seq.) that, among other things, makes it illegal to import, manufacture, distribute, possess, or use marijuana for any purpose in the United States and further provides criminal penalties for marijuana use.

(b) Marijuana still is listed as a federal Schedule 1 drug under the CSA. As a Schedule 1 drug, the CSA provides that the manufacture, cultivation, distribution, and dispensing of marijuana is illegal for any purpose, and establishes criminal penalties for marijuana use.

(c) On November 5, 1996, the voters of the State of California approved Proposition 215, codified as Health and Safety Code Section 11362.5 et seq. and entitled "The Compassionate Use Act of 1996" ("CUA"). The express intent of Proposition 215 was to enable persons who are in need of medical marijuana for specified medical purposes to obtain and use it under limited, specified circumstances.

(d) The California Legislature adopted Senate Bill 420, effective January 1, 2004, adding Article 2.5, "Medical Marijuana Program," to Division 10 of the California Health and Safety Code §11362.7 et seq. ("Medical Marijuana Program Act" or "MMPA"). The MMPA created a state-approved medical marijuana identification card program and provided certain additional immunities from state marijuana laws.

(e) On August 25, 2008, then California Attorney General Edmund G. Brown issued "Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use" ("Guidelines"). These Guidelines were intended to clarify the state's laws governing medical marijuana and provide clear guidance for patients and law enforcement to ensure that medical marijuana is not diverted to illicit markets. However, as reflected by the acknowledgement of the current Attorney General, Kamala Harris, these guidelines have proven to be inadequate and require revision to prevent continued abuses.

(f) In April 2009, the California Police Chiefs Association issued a "White Paper" which explains that throughout California, many violent crimes have been committed that can be traced back to the proliferation of marijuana dispensaries, including armed robberies and murders. Increased noise and pedestrian traffic, including nonresidents in pursuit of marijuana and out of area criminals in search of prey, are commonly encountered just outside marijuana dispensaries. The City Council hereby finds the report contains persuasive anecdotal and documentary evidence that both storefront and mobile medical marijuana dispensaries pose a threat to public health, safety and welfare, and therefore this report, which is part of the record before the City in this matter, is hereby incorporated into the City Council's findings in this ordinance.

(g) Other California cities that have permitted the establishment of medical marijuana dispensaries have experienced an increase in crime, such as burglary, robbery, and assaults; the distribution of tainted marijuana; the sale of illegal drugs in the areas immediately surrounding such medical marijuana dispensaries, collectives and cooperatives; the unavoidable exposure of school-age children and other sensitive residents to medical marijuana; fraud in issuing, obtaining, or using medical marijuana recommendations; and the diversion of marijuana for non-medical and recreational uses.

(h) Concerns about non-medical marijuana use in connection with medical marijuana distribution operations have been recognized by federal and state courts. One example is *People v. Leal*, 210 Cal.App.4th 829 (2012):

"Not surprisingly, it seems that the enhanced protection from arrest has proven irresistible to those illegally trafficking marijuana, for if there is even rough accuracy in the anecdotal estimate by the arresting detective in this case - that nearly 90 percent of those arrested for marijuana sales possess either a CUA recommendation or a card - then there is

obviously widespread abuse of the CUA and the MMP identification card scheme by illicit sellers of marijuana. Ninety percent far exceeds the proportion of legitimate medical marijuana users one would expect to find in the populace at large. For this and other reasons, it is impossible for us not to recognize that many citizens, judges undoubtedly among them, believe the CUA has become a charade enabling the use of marijuana much more commonly for recreational than for genuine medical uses."

(i) A May 27, 2013 study published in the Journal of the American Medical Association Pediatrics showed that, as marijuana appears in an increasing number of homes, so too does evidence of accidental ingestion of marijuana and marijuana-infused food by young children. According to the study, more children appear to access marijuana-laced brownies, cookies and beverages sold through marijuana dispensaries, leading to increased emergency room visits. These children often suffer anxiety attacks when they start to feel unexpected symptoms of being under the influence: hallucinations, dizziness, altered perception, and impaired thinking. In addition, the study found that ingestion of highly potent marijuana by young children can suppress respiration and even induce coma.

(j) Successful enforcement actions involving storefront dispensaries have coincided with an increase in mobile marijuana dispensaries. In parts of the state, shuttered marijuana dispensaries have converted their operations to mobile delivery services. An attorney in the region is also advising his marijuana dispensary clients to change their business model to distribution from a mobile source to avoid bans on storefront enterprises.

(k) Mobile medical marijuana dispensaries have been associated with criminal activity. Delivery drivers, for example, have been targets of armed robbers who seek cash and drugs. As a result, many of the drivers for medical marijuana dispensaries reportedly carry weapons or have armed guards as protection. Examples of such criminal activity reported in the media include the following, each of which the City Council finds contain persuasive, documented evidence that mobile medical marijuana dispensaries and deliveries pose a threat to public health, safety and welfare.

1. A West Covina deliveryman was reportedly robbed after making a delivery. The deliveryman told police that he was approached by two subjects in ninja costumes who chased him with batons and took the marijuana and money he was carrying.

2. A Temecula deliveryman was reportedly robbed of cash outside of a restaurant, which led to a vehicular chase that continued until the robbers' vehicle eventually crashed on a freeway on-ramp.

3. Marijuana deliverymen in Imperial Beach were reportedly robbed after being stopped by assailants (one with a semiautomatic handgun) after making a stop.

4. A deliveryman was reportedly robbed of three ounces of marijuana while making a delivery outside a restaurant in Riverside, and he told police that the suspect may have had a gun.

5. A deliverywoman in La Mesa was reportedly shot in the face with a pellet gun by assailants who subsequently carjacked her vehicle.

6. A marijuana delivery from a Los Angeles mobile marijuana dispensary turned deadly in Orange County when four individuals reportedly ambushed the dispensary driver and his armed security guard and tried to rob them. One of the suspects approached the delivery vehicle and confronted the driver and a struggle ensued. A second suspect armed with a handgun, approached the security guard, who fired as the suspect hitting him multiple times.

7. A deliveryman was reportedly robbed of $20,000 worth of marijuana (approximately 9 pounds) and a cellular phone in Fullerton, and suffered a head injury during the crime.

(1) Since the approval of recreational marijuana use, Colorado has had a 500% increase in citations for driving intoxicated or smoking in public places.

(m) The provisions of Proposed Proposition 64 on the November 2016 ballot reserve to cities the ability to regulate personal marijuana cultivation of no more than six mature plants, outdoor cultivation as well as cultivation and sale.

(n) Having reviewed the new laws, the City Council continues to believe that there is a high likelihood that personal marijuana cultivation above that allowed by law poses a significant risk of harm, including fires resulting from indoor growth in homes, odors, building code and related violations.

(o) Absent this ordinance, personal cultivation both indoors and outdoors will be regulated only by state law, and may increase in the City without the adoption of this ordinance. The City does not wish to cede to the state its authority to regulate indoor personal marijuana cultivation or to prohibit personal outdoor cultivation, and, for all these reasons, finds that this ordinance is necessary to preserve the public peace, health and/or safety.

(p) Nothing herein is intended to prevent the legal use of medical cannabis, by patients or caregivers pursuant to the Compassionate Care Act, as that may be amended from time to time.

(q) The Council further has determined that this interim ordinance is necessary to determine the results of the November 8 general election and to review and study implementations of the provisions of Proposition 64 if it passes at that election.

(r) Therefore, this interim urgency ordinance is adopted pursuant to the authority granted by the California Constitution and State law, including but not limited to Article XI, Section 7 of the California Constitution and Govt. Code Section 65858.

(s) The adoption of this ordinance is exempt from CEQA as it does not have any significant impact on the environment as it simply continues existing provisions of the City Code as to restrictions on marijuana cultivation.

SECTION 2 - INDOOR MARIJUANA CULTIVATION

A. Purpose and Intent.

The City Council finds as follows:

1. Purpose. The purpose and intent of this ordinance is to regulate the cultivation of marijuana in a manner that protects the health, safety and welfare of the community consistent with Proposition 64, also known as the Control, Regulate, and Tax Adult Use of Marijuana Act ("AUMA"). This Chapter is not intended to interfere with a patient's right to medical marijuana, as provided for in California Health & Safety Code Section 11362.5, nor does it criminalize medical marijuana possession or cultivation by specifically defined classifications of persons, pursuant to state law. This Chapter is not intended to give any person unfettered legal authority to grow marijuana; it is intended simply to impose zoning restrictions on the personal indoor cultivation of marijuana permitted under AUMA when it is authorized by California state law for medical or other lawful purposes under the state law.

2. Applicability. As set out in El Centro City Code Chapter 9.03, and authorized by AB 243 (Section 11362.777 of the Health and Safety Code), marijuana cultivation remains prohibited in all zones and districts of the City until and unless AUMA is passed at the November 8, 2016 statewide general election. Upon the passage of AUMA at said election, the cultivation of non-medical marijuana in the City shall be controlled and regulated by the provisions of this Ordinance that is an uncodified portion of the Zoning Code.

3. Non-conflicting enactment. No part of this Chapter shall be deemed to conflict with federal law as contained in the Controlled Substances Act, 21 U.S.C. §§ 800 et seq., nor to otherwise permit any activity that is prohibited under that Act or any other local, state or federal law, statute, rule or regulation.

B. Definitions.

As used herein the following definitions shall apply:

1. "Authorized Grower" means a person 21 years and older who is authorized by, and in compliance with, federal or state law to cultivate marijuana indoors for personal use. There may be only one authorized grower per private residence who can present written

evidence that any other persons in that private residence have authorized him/her to obtain the permit referenced herein.

2. “City” means the City of El Centro.

3. "Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, trimming, or otherwise processing of marijuana plants or any part thereof.

4. "Fully enclosed and secure structure" means a fully-enclosed space within a building that complies with the California Building Code ("CBSC"), as adopted in the City, or if exempt from the permit requirements of the CBSC, that has a complete roof, a foundation, slab or equivalent base to which the floor is secured by bolts or similar attachments, is secure against unauthorized entry, is accessible only through one or more lockable doors, and is not visible from a public right-of-way. Walls and roofs must be constructed of solid materials that cannot be easily broken through such as two inch by four inch nominal or thicker studs overlaid with three-eighths inch or thicker plywood or the equivalent. Plastic sheeting, regardless of gauge, or similar products do not satisfy this requirement. If indoor grow lights or air filtration systems are used, they must comply with the California building, electrical, and fire codes as adopted in the City of El Centro.

5. "Immature marijuana plant" means a marijuana plant, whether male or female, that has not yet flowered and which does not yet have buds that are readily observed by unaided visual examination.

6. "Indoors" means within a fully enclosed and secure structure as that structure is defined above.

7. "Mature marijuana plant" means a marijuana plant, whether male or female, that has flowered and which has buds that are readily observed by unaided visual examination.

8. "Outdoors” means any location within the City that is not within a fully enclosed and secure structure.

9. "Parcel" means property assigned a separate parcel number by the Imperial County assessor.

10. "Private residence" means a house, apartment unit, mobile home, or other similar dwelling unit. A second unit does not constitute a “private residence.”

C. Outdoor Cultivation.

It is hereby declared to be unlawful, a public nuisance, and a violation of this Ordinance for any person owning, leasing, occupying, or having charge or possession of any parcel within any zoning district in the City to cause or allow such premises to be used

for the outdoor cultivation of marijuana plants.

D. Indoor Cultivation of Marijuana Only for Personal Use; Regulations for Residential Zones.

1. When authorized by state law, an authorized grower shall be allowed to cultivate marijuana only in a private residence in a residential zone, only indoors, and only for personal use, subject to the following regulations:

2. The marijuana cultivation area shall be located indoors. The total area cultivated shall not exceed fifty square feet and not exceed ten feet in height, nor shall it come within twelve (12) inches of the ceiling or any cultivation lighting. Cultivation in a greenhouse on the property of the residence but not physically part of the home is permitted, as long as it is fully enclosed, secure, not visible from a public right-of-way and meeting all requirements in this Chapter.

3. Marijuana cultivation lighting shall not exceed one thousand two hundred watts in total for the total cultivation area within the residence.

4. The use of gas products such as but not limited to CO2, butane, methane, or any other flammable or non-flammable gas for marijuana cultivation or processing is prohibited.

5. There shall be no exterior visibility or evidence of marijuana cultivation outside the private residence from the public right-of-way, including but not limited to any marijuana plants, equipment used in the growing and cultivation operation, and any light emanating from cultivation lighting.

6. The authorized grower shall reside full-time in the residence where the marijuana cultivation occurs. It is the responsibility of the authorized grower to insure that marijuana cultivated hereunder is not accessed by persons under 21.

7. The authorized grower shall not participate in marijuana cultivation in any other location within the City. There may be only one authorized grower per private residence.

8. The residence shall include fully functional and usable kitchen, bathroom, and bedroom areas actually utilized for their intended use by the resident authorized grower, and the premises shall not be used primarily or exclusively for marijuana cultivation.

9. The marijuana cultivation area shall be in compliance with the current adopted edition of the California Building Code § 1203.4 Natural Ventilation or § 402.3 Mechanical Ventilation (or equivalent), as amended from time to time.

10. The building official may require additional specific standards to meet the California Building Code and Fire Code, including but not limited to installation of fire suppression sprinklers and may require annual or other inspections.

11. The marijuana cultivation area shall not result in a nuisance or adversely affect the health, welfare, or safety of the resident or nearby residents by creating dust, glare, heat, noise, noxious gasses, odors, smoke, traffic, vibration, or other impacts, or be hazardous due to use or storage of materials, processes, products or wastes.

12. No more than 6 living marijuana plants, mature or immature, are permitted for indoor personal cultivation under this Chapter.

13. Marijuana in excess of 28.5 grams produced by plants kept for indoor personal cultivation under this Chapter must be kept in a locked space on the grounds of the private residence not visible from the public right-of-way.

E. Indoor Cultivation of Marijuana Restricted to One Authorized Grower per Private Residence.

1. It is hereby declared to be unlawful, a public nuisance and a violation of this Chapter for any person owning, leasing, occupying, or having charge or possession of any parcel within the City to cause or allow such parcel to be used for the cultivation of marijuana, unless the person is authorized by state law to grow marijuana for a specifically authorized purpose within a private residence in a residential zone, and such authorized grower is complying with all requirements of this Ordinance.

F. Permit Required for Indoor Cultivation of Personal Nonmedical Marijuana.

1. No person shall grow marijuana upon any parcel until and unless he or she first secures a permit from the community development department.

2. Any person desiring to obtain a permit for indoor cultivation of marijuana shall obtain a Indoor Cultivation Permit Application from the community development department. Prior to submitting such application a nonrefundable fee, as established by resolution of the City Council, shall be paid to the City to defray, in part, the cost of the City investigation and report set out in this Ordinance. After any time after an application permit has been filed with the Community Development Department, there may be an investigation made by the community development director, or their respective designee.

3. Each applicant for an Indoor Cultivation Permit shall furnish the following information: full name of property owner, address at which indoor cultivation is to occur, the full and true name of the applicant who is also the authorized grower, a telephone number at which applicant may be contacted, a statement attesting the applicant will be complying with the regulations established by this ordinance, a statement that the applicant is the sole authorized grower for that property, and a consent allowing City staff to enter the

premises for an inspection.

4. When any change occurs regarding the written information required by this subsection, prior to or after issuance of the permit, the applicant shall give written notification of such change to the Community Development Director within two weeks of such change.

6. Nothing in this section precludes the City from inspecting and re-inspecting the personal indoor cultivation site if it is determined that such inspection or re-inspections are necessary to ensure the health and welfare of the public.

7. Only one such permit shall be granted per residence and that permit shall be issued only to the authorized grower. The permit may be granted by administrative action of the Community Development Director when the application and any inspection verify that the applicant has and will meet the requirements of this Ordinance.

8. Any permit issue may be revoked pursuant to the provisions of Chapter 18, Article IV of the El Centro City Code.

9. The Community Development Director may issue administrative guidelines to assist in the efficient issuance and administration of permits.

G. Public Nuisance Prohibited.

It is hereby declared to be unlawful and a public nuisance for any person owning, leasing, occupying, or having charge or possession of any parcel within the City to create a public nuisance in the course of cultivating indoor marijuana plants. A public nuisance may be deemed to exist, if such activity produces:

1. Odors which are disturbing to people of reasonable sensitivity residing or present on adjacent or nearby property or areas open to the public.

2. Repeated responses to the parcel by law enforcement or fire personnel.

3. A repeated disruption to the free passage of persons or vehicles in the neighborhood, excessive noise which is disturbing to people of normal sensitivity on adjacent or nearby property or areas open to the public.

4. Any other impacts on the neighborhood which are disruptive of normal activity in the area including, but not limited to, grow lighting visible outside the dwelling, excessive vehicular traffic or parking occurring at or near the dwelling, and excessive noise emanating from the dwelling.

5. Any personal cultivation of marijuana in violation of this Ordinance.

H. Penalties Not Exclusive; Violation Constitutes a Crime.

The remedies and penalties provided herein are cumulative, alternative and nonexclusive. The use of one does not prevent the use of any other criminal, civil, or administrative remedy or penalty authorized by, or set forth in, the El Centro Municipal Code. None of the penalties or remedies authorized by, or set forth in, the El Centro Municipal Code shall prevent the City from using any other penalty or remedy under state statute which may be available to enforce this section or to abate a public nuisance. Violation of this Chapter shall constitute a crime punishable as a misdemeanor or infraction in the discretion of the City Attorney.

I. Sunset Clause.

1. The provisions of this Ordinance shall automatically sunset and have no force of effect in the event AUMA fails to pass at the November 8, 2016 statewide general election.

2. In the event AUMA fails to pass at the November 8, 2016 statewide general election, marijuana cultivation whether indoors or outdoors, shall be prohibited in all zones and districts of the City of El Centro as authorized by AB 243 (Section 11362.777 of the Health and Safety Code and El Centro City Code Chapter 9.03).

J. Prohibition on Possession and Smoking of Marijuana in City Buildings

The possession, smoking or other use of marijuana is prohibited in buildings owned, leased or occupied by the City. As an employer, the City maintains a drug and alcohol free workplace by prohibiting the use, consumption, possession, transfer, transportation, sale, display and growth of marijuana in the workplace. As provided by state law, where a tobacco smoking ban or regulation (whether public, private or pursuant to state law) is in place, such ban or regulation applies to the smoking of marijuana.

SECTION 3 - SCOPE

Except as set forth in this ordinance, all other provisions of the El Centro City Code shall remain in full force and effect.

SECTION 4 - SEVERABILITY

If any section, subsection, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, clauses, phrases or portions be declared invalid or unconstitutional.

SECTION 5 - EFFECTIVE DATE

This Ordinance shall become effective immediately upon adoption and shall terminate and be of no force and effect 10 months and 15 days after that date, unless otherwise extended by action of the City Council pursuant to Govt. Code Section 65858.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California, held on the day of , 2016.

CITY OF EL CENTRO

By: _____
Alex Cardenas, Mayor

ATTEST:

By: _____
L. Diane Caldwell, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

By:_____
Elizabeth L. Martyn, City Attorney

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, L. Diane Caldwell, City Clerk of the City of El Centro, California, do hereby certify that the foregoing Ordinance No. 16- was duly and regularly adopted at a regular meeting of the City Council of the City of El Centro, California, held on the day of , 2016, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

By: _____
L. Diane Caldwell, City Clerk

November 22, 2016

Frequently Asked Questions (FAQs)

Adult Use of Marijuana Act[1]

Proposition 64

Question#1: When does the AUMA take effect?

Answer: The AUMA took effect November 9, 2016, the day after the election. But note, the AUMA requires a state license to engage in commercial nonmedical marijuana activity. Licensing authorities are required to begin issuing licenses by January 1, 2018 and the League anticipates that the issuance of licenses will not occur much in advance of January 1, 2018. Thus, the AUMA provisions legalizing commercial nonmedical marijuana activity will not become operational until the state begins issuing licenses (likely in late-2017). The AUMA provisions legalizing personal use and cultivation of nonmedical marijuana took effect November 9, 2016.

Question #2: Can private individuals cultivate nonmedical marijuana at home beginning November 9, 2016?

Answer: Yes, within a private residence by a person 21 years and older for personal use. The AUMA provides that local governments can reasonably regulate, but cannot ban the personal indoor cultivation of up to six nonmedical marijuana plants per private residence. This includes cultivation in a greenhouse that is on the property of the residence but not physically part of the home, as long as it is fully enclosed, secure, and not visible from a public space. Because this activity is not subject to state licensing requirements, individuals may engage in personal indoor cultivation beginning November 9, 2016, unless a city enacts an ordinance imposing a reasonable regulatory scheme that would preclude them from doing so before complying with the city's regulatory requirements.

Local governments may regulate or ban all personal outdoor cultivation. However, the AUMA includes language purporting to repeal any ordinance that bans personal outdoor

[1] Please consult your City Attorney before taking action to implement the AUMA. The answers to these FAQs may be different in your city based upon your municipal code, regulations, and policies. The answers do not constitute legal advice from the League of California Cities®.

Attachment: California League of Cities Prop. 64 Bulletin (2142 : Proposition 64- Adult Use of Marijuana Act)

cultivation upon the California Attorney General's determination that nonmedical use of marijuana is lawful under federal law.

Question #3: Is there a limitation on the number of marijuana plants that can be cultivated within a single residence?

Answer: Yes. Not more than six living plants may be planted, cultivated, harvested, dried, or processed within a single private residence, or upon the grounds of that private residence, at one time. A "residence" is defined as a house, an apartment unit, a mobile home, or other similar dwelling. No matter how many persons over 21 years of age are living in a "residence," only 6 living plants may be cultivated at one time. (Health & Safety § 11362.2(b)(3).)

Question #4: Can a landlord ban the cultivation/smoking of marijuana on his or her property?

Answer: Yes. An individual or private entity may prohibit or restrict personal possession, smoking, and cultivation of marijuana on the individual's or entity's privately owned property. A state or local government agency also may prohibit or restrict such activities on property owned, leased, or occupied by the state or local government. (Health & Safety §§ 11362.45(g) and (h).)

Question # 5: Can a city ban personal indoor cultivation in all leased or multi-unit residences within the city?

Answer: No. A city cannot prohibit personal indoor cultivation of marijuana in all leased or multi-unit residences within the city. However, because cities may reasonably regulate personal indoor cultivation, a city might be able to condition permit approval for personal indoor cultivation in a leased residence on the applicant receiving permission from his or her landlord.

Question # 6: Does a city's ban on commercial cultivation, personal outdoor cultivation, or retail sales of marijuana or marijuana products make it ineligible for state grant monies for law enforcement, fire protection, or other local programs addressing public health and safety associated with the implementation of Prop 64?

Answer: Yes. If a city bans commercial cultivation, or personal outdoor cultivation, or retail sales of marijuana or marijuana products, it is ineligible to receive state grant monies funded through the new state excise taxes that take effect on January 1, 2018. (Revenue and Taxation Code § 34019(e)(3)(D).)

Question #7: What does the AUMA say about possession, transporting, purchasing or giving away of non-medical marijuana?

Answer: A person 21 years of age or older may possess, process, transport, purchase or give away to persons 21 years of age or older not more than 28.5 grams of marijuana in the non-concentrated form and not more than 8 grams of marijuana in a concentrated

Attachment: California League of Cities Prop. 64 Bulletin (2142 : Proposition 64- Adult Use of Marijuana Act)

form including marijuana products. If the AUMA passes, these activities will be lawful under state law and cannot be prohibited under local law.

Question #8: Do cities that ban or regulate medical marijuana businesses need to update their ordinances to include nonmedical marijuana?

Answer: Yes. The AUMA prohibits state licensing authorities from issuing a license to a commercial nonmedical marijuana business if operation of the business violates a local ordinance of the jurisdiction in which the business will operate. This means that a city wishing to adopt business or land use regulations prohibiting or regulating commercial nonmedical marijuana businesses must adopt an ordinance prior to the date the state begins issuing licenses, which the League anticipates will be in late 2017.[2]

Question #9: Can cities be confident that a permissive zoning code, by itself, provides sufficient protection against nonmedical marijuana businesses setting up shop without local approval?

Answer: No. It is unlikely that cities will succeed in arguing that nonmedical marijuana land uses are prohibited by permissive zoning codes under the AUMA, because the AUMA does not contain the same protective language as the MMRSA with respect to permissive zoning. Therefore, cities that wish to ban all or some nonmedical marijuana activities should adopt express prohibitions, even if they operate under a permissive zoning code.

Question #10: Are cities at risk of losing the opportunity to impose bans on personal outdoor cultivation if they don't act until after the November election?

Answer: No. A city may adopt an ordinance banning or regulating personal outdoor cultivation at any time.

Question #11: Are cities at risk of losing the opportunity to impose bans on nonmedical marijuana businesses, if they don't act until after the November election?

Answer: No. However, if a city does not adopt an ordinance expressly banning or regulating nonmedical marijuana businesses before the state begins issuing state licenses nonmedical businesses, a state-licensed nonmedical marijuana business will be able to operate within its jurisdiction without local permission or permitting. This is due to a provision in the AUMA that provides that state licenses cannot be issued where the activity would violate a local ordinance. If a jurisdiction has no ordinance regulating nonmedical marijuana businesses, then the local regulatory scheme is silent on that type of activity, and the state can unilaterally issue a license under terms fully compliant with the AUMA. Cities may adopt an ordinance expressly banning or regulating such operations after the state begins to issue licenses, but it will be difficult to terminate the state licensee's operations until the state license is up for renewal. Therefore, the best practice is to adopt an ordinance before the state begins issuing state licenses.

[2] Please see Question #8 regarding the use of public roads for transportation and delivery.

Question #12: Can cities ban deliveries under the AUMA?

Answer: Yes. Cities can ban deliveries within their territorial limits. However, cities cannot prevent the use of public roads for the delivery of marijuana. For example, if a licensed delivery company located in City A must travel on public roads through City B to make an authorized delivery in City C, City B cannot prohibit the licensed delivery company from travelling on public roads in City B to get to City C. In addition, cities may not prevent the use of public roads within its jurisdiction to transport nonmedical marijuana.

Question #13: What is the best way for cities to notify the state licensing agencies of their local ordinances that regulate and/or prohibit commercial non-medical marijuana activities within their jurisdictions?

Answer: Unless the state licensing agencies indicate otherwise, cities should mail copies of their local ordinances that regulate or prohibit commercial nonmedical marijuana activities within their jurisdictions to the Department of Consumer Affairs, the Department of Food and Agriculture, and the Department of Public Health. Cities should regularly check each Department's website to ensure that this practice complies with any regulations the Departments may pass regarding notice of local ordinances. In addition, Cities should ensure that any updates or amendments to local ordinances that regulate or prohibit commercial nonmedical marijuana activities are promptly submitted to each Department.

Community Sponsorship Request -

CITY MANAGER'S RECOMMENDATION:
Discussion and any necessary action regarding the requested sponsorship from Mother's & Men Against Gangs (MAG) Coalition.

FISCAL IMPACT
Funding is available from the Community Sponsorship Fund 1201-610139. Available balance is $4,000. The requested sponsorship is $430.00 - $1,000.00

STRATEGIC PLANNING PROGRAM 2013-2018 RELATION:
N/A

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTORS LICENSE, REFERENCE CHECKS, INSURANCE, ETC:
N/A

DISCUSSION

Mother's & Men Against Gangs Coalition is requesting cash sponsorship for their Anti-Gang Awareness Family Health & Outreach Fair & 7.3k run/1/73 mile Walk event scheduled for January 6th and 7th, 2017 in Brawley and Imperial Valley College. Mother's & Men Against Gangs Coalition is proposing the following sponsorship options:

Bronze	$430.00
Silver	$550.00
Gold	$730.00
Diamond	$1,000.00

The City Manager's Office has reviewed the sponsorship application and has approved it with reservations that event is not free and not located in El Centro.

CONCLUSION
Staff requests direction on any necessary action regarding the requested cash sponsorship.

ATTACHMENTS:

- Community Sponsorship Packet - Mag Coalition (PDF)

FOR CITY OF EL CENTRO
OFFICIAL USE ONLY

COMMUNITY SPONSORSHIP PROGRAM
APPLICATION REVIEW FORM

Program Name: Anti-Gang Awareness Fair

Program Date: 1/7/17 **City Manager's Review Date:** 12/13/16

DOCUMENTS SUBMITTED:

Documents that must be included with application:

- ☑ Pre-Program Financial Affidavit
- ☐ Statement from Authorizing Agent
- ☑ Current Proof of 501(C) 3
- ☑ Program Sponsorship Package
- ☑ Mission Statement

Documents that must be submitted 45 days before program:

- ☐ Proof of Permits _____
- ☐ Proof of Clearances _____
- ☐ Proof of Insurance _____
- ☐ Program Authorizations _____
- ☐ Other _____

CITY MANAGER'S PROGRAM REVIEW:

☐ **Approved**
Without Reservations

☒ **Approved**
With Reservations: not free event; not in El Centro

☐ **Denied**
Reason: _____

☐ **Revoked**
Reason: _____

Special Requirements / Comments: _____

L. Zarate
City Manager's Authorization Signature

12/13/16
Date

CITY SPONSORSHIP SUMMARY:

City Council Date: 12/20/16 ☐ Approved ☐ Denied

Cash Sponsorship Amount: $ 430-1000.00

Requisition Process Date: _____ P.O #: _____

Fundraising Event Income Statement

Name of Organization: Mothers & Men Against Gangs Coalition

Name of event: Anti-Gang Awareness Fair Peace Vigil, Anti-Gang Awareness Health Fair and 7.3 K run/walk

Description of event: MAG Coalition organizes an outreach event to promote physical and mental health awareness. In addition, the Garza family takes time to share their son's story with the youth and their families in hopes that they will make responsible decisions regarding social circles.

Event date(s): January 6th and 7th, 2017

Revenues: Description Gross receipts (Deposits) The total amount of contributions and gifts -

including noncash gifts in kind

$ 1,000 from IVC for the use of their campus and the labor for an employee

Less: Charitable contributions (Donations) Enter the total amount of contributions and

gifts - including noncash gifts in kind

$ 550 donation from First Imperial Credit Union

Gross income (receipts less contributions)

Expenses: Cash prizes Enter the amount paid for cash prizes - including gift cards

$ 430 for medals

Noncash prizes Enter the fair market value of prizes other than cash or gift cards

$ 550 for event tshirts

Rent/facility costs Enter expenses paid to rent the facility and food and beverages.

$ 240 for food and beverages

Entertainment Enter expenses paid for entertainment including wages.

$ 90 for D.J.

Other expenses: $ 213 marketing materials

Total expenses: $1,303

Net income: $ - 247

Authorized Officer: Yulil Alonso-Garza

Date: 12/13/15

Attachment: Community Sponsorship Packet - Mag Coalition (2139 : Community Sponsorship Request - MAG Coalition)

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:
JUL 22 2015

MOTHERS AND MEN AGAINST GANGS
COALITION
1031 WALNUT ST
BRAWLEY, CA 92227-0000

Employer Identification Number:
46-4172371
DLN:
26053589002255
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(a)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
May 30, 2013
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 5436

Attachment: Community Sponsorship Packet - Mag Coalition (2139 : Community Sponsorship Request - MAG Coalition)

MOTHERS AND MEN AGAINST GANGS

Sincerely,

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements

Letter 5436

Attachment: Community Sponsorship Packet - Mag Coalition (2139 : Community Sponsorship Request - MAG Coalition)

CITY OF EL CENTRO
COMMUNITY SPONSORSHIP PROGRAM
APPLICATION

APPLICANT INFORMATION:
(Applicant is the contact person for City officials and must be at least 18 years of age.)

Organization Name: Mothers & Men Against Gangs

Non-Profit ID # / 501(C) 3 #: 46-4172371

Contact Person: Yulil Alonso-Garza

Address: 1031 Walnut St, Brawley, CA 92227
(Street Number) (Street Name) (City) (State) (Zip Code)

Phone: 760-791-9125 **Cell / Pager:**

E-mail: MAG Coalition

Amount Requesting From Community Sponsorship Fund: $ 1000 ~~430~~

TYPE OF EVENT:
(check one)

- [x] Promotional Event
- [ ] Cultural Event
- [x] Athletic Event
- [x] Educational Event
- [ ] Entertainment Event
- [ ] Other

EVENT INFORMATION:

Event Name: Anti-Gang Awareness Health Fair

Event Date: January 7, 2017 **Time of event:** 8:am (Begin) 12:pm (End)

Event Address: Imperial Valley College
(Location Name) (Street Number) (Street Name) (City)

EVENT DESCRIPTION:

Purpose: Outreach to community regarding gangs

Activities Planned: 7.3 K run

Amount of People Expected: 300

Other Information:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Applicant's signature: Yulil Alonso-Garza Date: 12/8/14

Attachment: Community Sponsorship Packet - Mag Coalition (2139 : Community Sponsorship Request - MAG Coalition)

Mission

The mission of MAG Coalition is to:

Raise crime victim awareness
Increase family and community unity
Deter violence

by creating **CHANGE** for the betterment of our youth in memory of Martin Alberto Garza.

Vision

In memory of Martin Alberto Garza the MAG Coalition visualizes a CHANGE to:

Create a non-violent community
Heal victims of violent crimes
Assist families to form stronger bonds
Nurture community partnerships
Gather data to educate the community &
Empower everyone with knowledge, strength & faith to combat violence.

Our **COMMUNITY** must **UNITE** to **CHANGE**

Join MAG Today!

Thank you for your interest in becoming a member of MAG Coalition! Our goal is to add new members so our organization will be able to grow and expand its efforts in our community. MAG believes in creating change and improving the quality of life in the Imperial Valley.

We hold various events throughout the year from our annual Sneakerball to MAG Games to the Peace Walk.

There is no commitment needed and your participation in activities and events is completely voluntary, but of course the more the merrier!

Please call or email to find out more about how you can become a member and be a part of creating positive changes in our community!

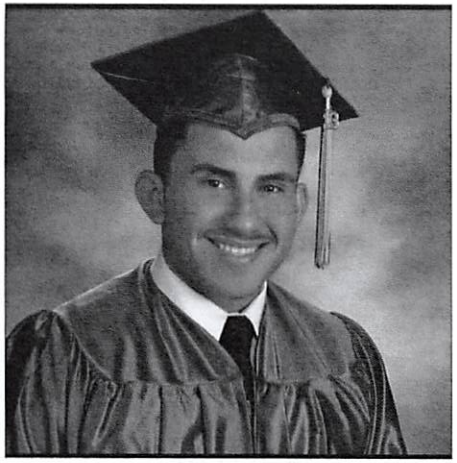
For more information Contact
Yulil Alonso Garza
(760) 791-9125
magcoalition@gmail.com

MAG COALITION

Mothers & Men Against Gangs Coalition

in Memory of

Martin Alberto Garza (MAG)



OUR STORY

On January 6, 2013, our lives changed forever. Our son Martin Alberto Garza was murdered by an alleged gang member. We cried so much that night, that we did not know if we could ever cry like that again. As a mother, I sat in my home going through our family pictures and tried to make sense of this tragedy. How can something so bad happen to an All-American family; the peace officer, teacher, cheerleader, and All-American football player? We all worked hard to create an amazing life and one tragic event turned our life in a different direction. I knew we needed to do something. We did not want another family to feel our pain or carry the heavy cross that we carry every day. I thought about my sons' initials and wanted to create a group in his memory that would advocate for others. I thought about another group with mad and angry mothers like myself, MADD! I came up with Mothers Against Gangs Coalition. Little did I realize that our name left out an integral part of a family, the father figure. We rearranged our name to include a major role model that is often missing from an at-risk youth's life, men. At that point, we knew we needed to tell our story and CHANGE the community atmosphere for the betterment of our youth. Now that we have begun to promote our organization, we know that our community needs and wants MAG Coalition We all know that gangs operate 24/7, 365 days out of the year. So we must work seven (7) days a week as a team. Your family, the community, and MAG Coalition (3). Join our efforts!

CALENDAR OF EVENTS

January
Peace Vigil and Anniversary
5k Memorial Run/Walk

March
Imperial Valley Fair Outreach Booth
MAG Literacy Nights - Read
SmashBro Bear Book

April
Sneaker Ball – Crime Victims' Rights Week

May
Martin's Birthday Month
MAG Games

May/June
Senior Scholarships & Graduations

November
Cattle Call Parade

December
Christmas Parades
Ongoing Smashbro Bear Teddy Bear Drive

MAG
2015-2016 Board of Directors

Yulil Alonso-Garza
President

Martin Garza
Vice-President

Yethel Alonso
Treasurer

Patricia Fimbres
Secretary

Yulinda Garza
Board Member

Juanita Salas
Board Member

Vacant Seat
Board Member

Attachment: Community Sponsorship Packet - Mag Coalition (2139 : Community Sponsorship Request - MAG Coalition)

Mother's & Men Against Gangs Coalition
Anti-Gang Awareness
Family Health & Outreach Fair &
7.3 K run/1.73 mile walk
Sponsor Application

On January 6, 2013, the Garza family sustained a tragic life changing event. Their beloved son, Martin Alberto Garza, was an innocent victim of gang violence. This should have and could have destroyed their will to live but instead the Garza family opted to be proactive and established a worthy organization: Mothers and Men Against Gangs Coalition also known as MAG Coalition.

MAG Coalition was initiated in 2013 to prevent gang violence amongst our youth. Several outreach events are organized and planned throughout the year that require volunteers and financial support. Events such as outreach booths at community events, outreach presentations to youth and their parents, sports activities, community service projects with coalition partners, scholarships, and other worthy projects. These intervention efforts have been a valuable asset to the youth and their families. The Garza family has witnessed the impact their outreach efforts have had since their son's untimely murder and vow to continue their journey as victims of gang violence. They have served a greater purpose for the Imperial Valley community; the awareness of gang violence.

As the four year anniversary approaches of Martin's death and with the murder trial final being resolved in 2016, the family is taking a more active approach by partnering with city governments, elected officials, non-profits, educational institutions, businesses, and law enforcement agencies to transcend a clear message: #73 CHANGING LIVES! This year the organization has elected to raise awareness during their 3rd annual Anti-Gang Awareness Family Health & Outreach Fair & the 5th annual run/walk. You are cordially invited to join MAG Coalition as a partner in CHANGING LIVES by being a sponsor of its annual family event.

Friday, January 6th – Peace Candlelight Vigil and SmashBro Bear Drive kickoff in honor of JUSTICE SERVED for Martin in 2016.

Saturday, January 7th - The Anti-Gang Awareness Family Health & Outreach Fair & 7.3 K run/1.73 Mile walk – this event is focused on uniting families to educate them about the importance of their health, family relations, anti-violence education, and the importance of community & family involvement. The event features interactive health information, extra-curricular activities informational booths, and service agencies that serve the needs of families. It also serves as a major fundraising event for outreach efforts throughout the year such as the SmashBro Bear Drive, GO BIG or GO HOME Letterman Jacket program, MAGnificent Literacy Nights (6th of every month), Sneaker Ball, MAG Games, and Sponsorship of other extracurricular activities for youth and their families.

Sponsor and Booth participants: Please organize a sports, music, art, dance, or any other creative activity related to keeping the youth involved with extracurricular activities for children of all ages. If possible please offer a small token for participating. Examples are a pen, wristband, stickers, or anything else that will promote your services and serve as a "prize" for stopping at your booth. Don't miss out on the festivities of this community event.

We are in need of volunteers, committee members for a variety of events, and advertising assistance if you're able to help in any of these areas please contact MAG Coalition at

Attachment: Community Sponsorship Packet - Mag Coalition (2139 : Community Sponsorship Request - MAG Coalition)

760-791-9125.

PREMIUM SPONSORS

MAG Coalition is offering Diamond, Gold, Silver, and Bronze select sponsorships this year. Your tax-deductible donation will receive prestigious sponsorship designation and recognition during the events.

Sponsorship levels include:

GO BIG OR GO HOME (DIAMOND $I,000)

Diamond sponsorship level includes (20) 7.3 K run/1.73 mile walk registrations, which includes your company/organization name displayed on 7.3 K t-shirts, your company/organization logo on motivational posters displayed on the 7.3K run route, a 20x20 booth at the Health Fair, and featured recognition in event promotions and materials. PLEASE submit commitment by 12/23/16 to ensure printing of company logo on promotional materials.

TOUCHDOWN (GOLD $730)

Gold sponsorship level includes (15) 7.3 K run/1.73 mile walk registrations. Your company/organization logo on motivational posters displayed on the 7.3K run route, a 20x20 booth at the Health Fair, and featured recognition in event promotions and materials. PLEASE submit commitment by 12/23/16 to ensure printing of company logo on promotional materials.

SLAM DUNK (SILVER $550)

Silver sponsorship level includes (10) 7.3 K run/1.73 mile walk registrations. Your company/organization logo on motivational posters displayed on the 7.3K run route, a 20x20 booth at the Health Fair, and featured recognition in event promotions and materials. PLEASE submit commitment by 12/23/16 to ensure printing of company logo on promotional materials.

STEP-UP TO THE PLATE (BRONZE $430)

Bronze sponsorship level includes (10) 7.3 K run/1.73 mile walk registrations. A 20x20 booth at the Health Fair, and featured recognition in event promotions and materials. PLEASE submit commitment by 12/23/16 to ensure printing of company logo on promotional materials.

Attachment: Community Sponsorship Packet - Mag Coalition (2139 : Community Sponsorship Request - MAG Coalition)

Mother's & Men Against Gangs Coalition MAG Games 2015 Application

Applicant Name_____

Business or Organization Name _____

Mailing Address _____

City, State, Zip _____

Daytime Phone/Cell Phone _____

E-mail Address & Website _____

Services or Products that will be offered at your booth & activity for kids _____

Please check your preferred participation preference

GO BIG or GO HOME (Diamond) $1000_____

TOUCHDOWN (Gold) $730_____

SLAM DUNK (Silver) $550 _____

STEP-UP to the PLATE (Bronze) $430 _____

Anti Gang Awareness Fair 2016 Agreement Mother's and Men Against Gangs Coalition believes in equal opportunities for all and we will actively seek MAG Coalition evaluation of all applications. We do not allow personal beliefs to conflict with application consideration, and we will pursue an equal balance of portraying each side of any issue, topic, or concern. In selecting participants, criteria may include past history, the promptness of application arrival, and event area accommodations. Mothers and Men Against Gangs Coalition reserves the right to deny acceptance of any applicant if past experience or other factors warrant exclusion.

As a participant and sponsor of the Anti-Gang Awareness Fair 2017 & 7.3 K run/ 1.73 walk, I fully agree to the following:

I recognize and acknowledge that I assume full risk of any injury, property damage or loss which I may sustain as a result of my participation in any and all activities connected with or associated with my participation in the MAG Coalition events. Furthermore, I understand that I should carry my own insurance. I agree to waive and relinquish all claims I may have against Mothers and Men Against Gangs Coalition, Imperial Valley College, and all associated sponsors of the MAG Coalition events and agents thereof from any and all claims other parties may have resulting from injuries, damage, or loss caused by, arising out of, connected with, or in any way associated with the activities of the MAG Coalition. I agree to provide photos or slides and a specified list of all things I plan to distribute, sell, or display, and I acknowledge that I may not be permitted to exhibit each of the items I submit. I understand that all photos, slides, and other materials I submit will become the property of Mothers and Men Against Gangs Coalition; if I wish to have any of my materials returned to me after the MAG Coalition events I have specified this in my application and have enclosed a self-addressed, stamped envelope. I agree to pay all the necessary fees set forth in this application. I understand that checks will be deposited upon application arrival.

I agree to be present for the both events on January 6th and 7th, 2017. I agree that if I have not arrived and set up by 8 am on January 7th, or if I leave the MAG Coalition event early, I forfeit my booth space and all fees. If I intend to be late I must notify one of the MAG Coalition organizers as soon as possible. I agree that all demonstrations and exhibits may be photographed for publicity purposes. I understand and will abide by the rules of this application.

Attachment: Community Sponsorship Packet - Mag Coalition (2139 : Community Sponsorship Request - MAG Coalition)

Applicant Signature _____ Date _____

Attachment: Community Sponsorship Packet - Mag Coalition (2139 : Community Sponsorship Request - MAG Coalition)

2016-2017 Budget Reallocation/Ammendment Request

CITY MANAGER'S RECOMMENDATION:

It is recommended the request to reallocate $50,000 of asset forfeiture funding currently allocated for the purchase of general safety equipment to the purchase of a new phone system from Frontier Communications and the fortification of the police department be granted. Additionally, it is recommended that a $50,000 budget amendment from our unallocated asset forfeiture funds be granted and allocated to cover actual project cost and potential overage's as specified in the fiscal impact section of the document.

FISCAL IMPACT:

The $50,000 allocation in account 22121010-720108 (Safety Equipment) would remain the same, but the funds would be used to fortify the police department. The $50,000 amendment from unallocated asset forfeiture funds should be transferred to account 22121010-720101 (Office Machines) to cover our telephone system upgrade and security upgrades as part of the evidence room remodel. Any funds not used during the 2015-2016 fiscal year will revert to our unallocated asset forfeiture account unless a specific request is made.

STRATEGIC PLANNING PROGRAM 2013-2018 RELATION:

Goal #2: Safe Neighborhoods - Objectives 1-4

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTORS LICENSE, REFERENCE CHECKS, INSURANCE, ETC:

N/A

BACKGROUND:

Our department recently collaborated with the Center for Public Safety Management (CPSM) and completed a consultant-facilitated operations analysis. At the conclusion of the analysis, more than one hundred recommendations focused on improving our efficiency and effectiveness were provided. The report was provided to council and some recommendations were discussed during the November 15th council meeting. Among the recommendations were safety-related issues we want to move forward with immediately. We need to fortify our lobby and the southern wall of our facility. While outside of this request, we also need to address malfunctioning gates and will return with a proposal once additional information is gathered. These upgrades are critical to the safety of our employees and in the event our facility is re-purposed in the near future, will continue to serve future tenants.

Other recommendations were related to liability issues for our department and our City. Funds are allocated in our 2016-2017 budget for a re-model of our evidence room, but, additional security measures, not previously accounted for have been identified. We have also had ongoing challenges with our phone system that have led to delays in service to our community and gross inefficiencies within our organization. The phone system upgrade is a project more than three years in the making, which was funded in previous years but because of logistical challenges was not completed in previous years. We have gone through the request for proposals process and have a proposed awardee to move forward with the project contingent upon the reallocation request as specified in the correlation resolution on this agenda.

DISCUSSION:

Our 2016-2017 budget, division 2101 (Asset Forfeiture), account 720108 shows allocations for three items; $183,049 for upgrading our camera system, $21,000 to purchase ballistic vests, and $50,000 for general safety supplies.

The $50,000 for general safety supplies are not specifically allocated for any particular item, but available if the need arises during the fiscal year. Our request is that we be allowed to use the funds to fortify our police department. Our initial estimates indicate the fortifying of our front lobby will be approximately $25,000. While we do not have an estimate for fortifying the southern wall of our facility, we plan on leverage city resources and do not anticipate spending more than $25,000.

A resolution also scheduled for the December 20th agenda documents the process undergone thus far to upgrade our phone system. The recommended proposal came in at $26,147.52. We request our asset forfeiture budget be amended, and a full $30,000 be transferred from our unallocated asset forfeiture funds to fund the project and cover potential cost overruns that may arise because of the age of our building. It should be noted that the new phone system will result in a substantial cost savings over time as our facility will transition from 60 ATT landlines to an estimated four. Unfortunately those cost savings are not available at this time.

Our evidence room is the process of being remodeled, but the physical security of our evidence room is lacking. We are compiling initial estimates to upgrade the security features of our evidence room, but preliminary information indicates the upgrades should be no more than $20,000. This figure, coupled with the $30,000 for the phone system upgrade net the $50,000 budget amendment request.

CONCLUSION:

The reallocation of asset forfeiture funding and the budget amendment to cover upgrading the safety, security, and efficiency of our police facility is a fiscally responsible use of public monies and critical to day-to-day operations.

ECPD Telecommunication System Upgrade

CITY MANAGER'S RECOMMENDATION:
Adopt Resolution No.16- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO AWARDING CONTRACT FOR A TELECOMMUNICATION SYSTEM FOR THE EL CENTRO POLICE DEPARTMENT.

FISCAL IMPACT:
$26,147.52 (one time cost) includes 3 year warranty and maintenance. Contingent upon approval of action item 2114 (2016-2017 Budget Reallocation/Ammendment Request).

STRATEGIC PLANNING PROGRAM 2013-2018 RELATION:
Goal #2: Safe Neighborhoods - Objectives 1-4

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTORS LICENSE, REFERENCE CHECKS, INSURANCE, ETC:
N/A

BACKGROUND:
The El Centro Police Department's existing internal telephone system is obsolete, no longer supported, and has not been fully-functional for the past several years. A study was completed and it was determined that a new system would need to be leased/purchased.

DISCUSSION:
The El Centro Police Department has a legal and professional obligation to provide messaging and information lines to the public. The El Centro Police Department provides services to our community twenty-four hours a day. It is imperative that the El Centro Police Department provide service that is professional and uncompromising. The new telephone system will enhance the capabilities and operational functions of our communication system above and beyond what present capabilities exist.

CONCLUSION:
Adopt Resolution No.16- . Resolution of the City Council of the City of El Centro awarding contract for a telecommunication system for the El Centro Police Department.

ATTACHMENTS:

- Telephone System Award Resolution (PDF)
- El Centro RFP Frontier- Final 102816 (PDF)

RESOLUTION NO. 16-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO AWARDING CONTRACT FOR A TELECOMMUNICATION SYSTEM FOR THE EL CENTRO POLICE DEPARTMENT

WHEREAS, the El Centro Police Department (ECPD) has completed the process of requests for proposals for a much needed replacement/upgrade to its telecommunication system; and

WHEREAS, these upgrades serve to enhance the services and operations capabilities of the El Centro Police Department; and

WHEREAS, the enhancements include but are not limited to individual contact solutions for officers and employees (individual voicemail), call forwarding, Voice over Internet Protocols (VoIP), new modernized phones, and on-demand call recording for evidentiary purposes; and

WHEREAS, the El Centro Police Department has complied with all requirements of the El Centro City Code and state law; and

WHEREAS, the multiple responses received were review by a four-person panel; and

WHEREAS, the company selected is the highest rated pursuant to the terms of the RFP; and

WHEREAS, the City Council of the City of El Centro, California ("the City Council"), desires to award the contract to Frontier Communications Solutions.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. That the foregoing is true, correct and adopted.

2. That the City Council hereby awards the contract for the procurement of a telephone system to Frontier Communication Solutions.

3. That the El Centro Police Department is authorized to utilize allocated Asset Forfeiture Funds to complete the procurement and implementation process.

4. That the funds utilized shall not be used to supplant expenditures controlled by this body.

Attachment: Telephone System Award Resolution (2123 : ECPD Telecommunication System Upgrade)

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro held on the day of , 2016

CITY OF EL CENTRO

By _____
Alex Cardenas, Mayor

ATTEST:

By _____
L. Diane Caldwell, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

By _____
Elizabeth L. Martyn, City Attorney

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, L. Diane Caldwell, City Clerk of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 16- was duly and regularly adopted at a regular meeting of the City Council of the City of El Centro, California, held on the day of , 2016, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

By _____
L. Diane Caldwell, City Clerk

Attachment: Telephone System Award Resolution (2123 : ECPD Telecommunication System Upgrade)

Frontier Response For:

El Centro Police Department Telecommunications System

Due: October 28, 2016 4:00 PM (PST)

150 N 11th Street
El Centro, CA 92243

Presented by:

John Chrismer
CPE Solutions Account Executive
562-241-0405
John.chrismer@ftr.com

© 2016 Frontier. All Rights Reserved.
Restriction on Disclosure and Use of Data:

This proposal includes data that shall not be disclosed outside of your organization and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than in connection with your evaluation of this proposal. If, however, a contract is awarded as a result of, or in connection with, the submission of this proposal, you shall have the right to duplicate, use, or disclose the data only to the extent provided in the resulting contract. This restriction does not limit your right to use data contained in this proposal if it is lawfully obtained from another source without restriction or to disclose such data as may be required by law. If your organization is required by law to disclose such data (including, without limitation, pursuant to any Freedom of Information Act request), you shall timely notify us of such compelled disclosure so that we have a reasonable opportunity to limit or challenge such disclosure.

Attachment: El Centro RFP Frontier- Final 102816 (2123 : ECPD Telecommunication System Upgrade)

Nature of Proposal

Frontier is pleased to present this proposal to El Centro Police Department. The services set forth in this proposal will be provided by Frontier Communications of America, Inc., on its own behalf, and where applicable, on behalf of its local exchange carrier and service affiliates, hereby proposes to provide the services identified in this response to Request for Proposal (collectively referred to herein as "Frontier"). This proposal is submitted in good faith with the intention of negotiating a legally binding definitive agreement following an award of business to Frontier. Frontier does not consider the proposal itself to be a legally binding offer to contract.

Notwithstanding anything contained El Centro Police Department's Request for Proposal (RFP), Frontier's proposal is based on the responses provided herein. As it pertains to services offered by Frontier, Frontier expects that the RFP and Frontier's proposal will serve as the starting point for negotiation between the parties of a resulting contract that contains mutually agreeable terms and conditions. As part of such negotiations, Frontier is willing to discuss any of the terms contained in El Centro Police Department's RFP and Frontier's proposal for purposes of incorporation into a final contract between the parties.

Frontier does not consider the proposal itself to be a legally binding offer to contract. Frontier expects that neither the RFP nor Frontier's proposal will be incorporated in any definitive agreement between the parties, but such agreement will address the topics in this RFP and Frontier's proposal and supersede both.

Confidentiality Statement

The attached documentation, and any oral communications regarding such documentation (collectively, the "Frontier Materials"), are the property of Frontier and/or its affiliates, contain confidential and proprietary information of Frontier and/or its affiliates, and are submitted to El Centro Police Department and its contractors in confidence subject to the following.

The Frontier Materials may be used by El Centro Police Department and its contractors solely for the purpose of evaluating Frontier's and its affiliates' products and services for possible purchase by El Centro Police Department. El Centro Police Department and its contractors agree to treat such Frontier Materials, including, without limitation, any pricing, terms and conditions, and any information relating to Frontier's or its affiliate's technology, business affairs, or marketing or sales plans, as strictly confidential.

El Centro Police Department and its contractors agree not to copy the Frontier Materials, in whole or in part, or disclose them to others, except to persons who have a need to know for the evaluation purpose stated above and who agree, in advance, in writing, to be bound by these provisions, or except as may be required by law. If El Centro Police Department is required by law to disclose the Frontier Materials (including, without limitation, pursuant to any Freedom of Information Act request), El Centro Police Department shall timely notify Frontier of such compelled disclosure so that Frontier has a reasonable opportunity to limit or challenge such disclosure. El Centro Police Department and its contractors agree to return the written portions of the Frontier Materials to Frontier upon written request.

Attachment: El Centro RFP Frontier- Final 102816 (2123 : ECPD Telecommunication System Upgrade)

El Centro Police Department and its contractors agree that in the event of a breach or threatened breach of confidentiality, in addition to other remedies, Frontier Communications and/or its affiliates shall be entitled to specific performance and injunctive or other equitable relief. El Centro Police Department and its contractors shall each be severally liable for its respective breach of the terms above. El Centro Police Department and its contractors' review, use, or disclosure of the Frontier Materials shall constitute acceptance of the terms above.

Pricing Disclaimer

Notwithstanding anything to the contrary in the RFP, and unless otherwise indicated in this proposal, prices do not include all taxes (including, but not limited to, sales, use, utility, gross receipts, and VAT), similar tax-like and tax-related charges, and other surcharges levied as a result of receipt of the services from Frontier

Frontier Business's proposed pricing is based upon its response to this RFP. Frontier reserves the right to adjust the proposed pricing, if El Centro Police Department does not accept the proposal in its entirety.

Validity Period

Unless otherwise stated in this proposal, this proposal is valid for a period of ninety (90) days from the date submitted.

During this period promotions may expire and rates, charges, and/or discounts may fluctuate with changes in the Tariffs or Guide unless fixed in this proposal.

Additionally, prices may change based upon any changes in terms and conditions agreed to by the parties.

Attachment: El Centro RFP Frontier- Final 102816 (2123 : ECPD Telecommunication System Upgrade)

Frontier
BUSINESS EDGE
www.frontier.com

October 28, 2016

El Centro Police Department
150 N 11th Street
El Centro, CA 92243
Attn: Commander Reel

On behalf of Frontier Communications, thank you for giving us the opportunity to propose **Frontier's Services for El Centro Police Department's Telecommunication System.** Frontier commits to being the conscientious and dedicated communications provider that can deliver the solutions and changes El Centro Police Department's requires to move technology forward ensuring a secure and compliant future.

With Frontier, you can consolidate your communications with one provider, giving you advantages such as:

- **One Company** for any issues impacting your network services. This will prevent El Centro Police Department from having to deal with multiple vendors for upgrading, troubleshooting or determining if it is a function of the telephone company's services or the VoIP solution.

- **Direct Access** to dedicated account management, engineering, technical support and billing resources. El Centro Police Department will be dealing directly with personnel who understand your requirements and who are able to expedite or escalate critical situations when necessary while providing the peace of mind that your issues are being handled expeditiously

- **Leading Edge, Reliable Services** backed by Frontier Communications support personnel have the ability to escalate to level 2 or 3 support including the manufacturer 24 x 7 will ensure services, monitoring and support are available when necessary.

The reliability and security of El Centro Police Department's voice services and campus security are Frontier's first priority. Your account team includes experienced industry specialists with the ability to engage and manage the appropriate resources that will assist the internal teams at SBCC. Should you have any questions or would like additional information, please do not hesitate to contact me.

Sincerely,

John Chrismer
CPE Solutions Account Executive
(562) 241-0405 call or text

Attachment: El Centro RFP Frontier- Final 102816 (2123 : ECPD Telecommunication System Upgrade)

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- MiVoice 250 Communications Platform
- Mitel IP-Digital Desktop – Phones & Peripherals
- Mitel Phone Manager

Section 6: Frontier Attachments ..... **Tab G**

- Frontier Service Agreement
- Equipment, Purchase Install Maintenance Schedule

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TAB A

Executive Summary

Frontier
BUSINESS EDGE™

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Executive Summary

The El Centro is the center of one of Southern California's most promising new commercial and industrial regions. There are two international border crossings nearby for commercial and noncommercial vehicles.

Covering 11.019 square miles is the largest city in Imperial County. We are located 616 miles southwest of San Francisco, 117 miles east of San Diego and 245 miles west of Phoenix, Az. and just 15 minutes from the international industrial complexes in Mexicali, Baja California. El Centro is accessible via Interstate 8, State Highway 86 and State Highway 111.

The El Centro Police Department is committed to providing the finest police service to the citizens of El Centro. Our priorities include maintaining safe neighborhoods by preventing crime, enforcing the law and maintaining meaningful partnerships with businesses, schools and citizens.

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Frontier BUSINESS EDGE

Executive Summary

Frontier Communications is uniquely positioned to provide El Centro Police Department telecommunication infrastructure, support and future technology enhancements. **In 2014 and again in 2015 Mitel of North America selected Frontier Communications the #1 Mitel distributor for this prestigious award** providing our clients the highest levels of Mitel services and support.

Frontier Communications offers end-to-end data, voice, video, security, data and Wi-Fi to organizations of all sizes. We are committed to providing the next generation technology that's flexible, reliable and ready to grow with your business community. Experience the convenience of having one single, responsive resource for all your campus requirements and view some of our capabilities, including:

- **E 911 Services & Solutions**
- **Managed IT Services (On-Site, Desktop, Remote & 24 x7 IT support)**
- **Managed IP VPN**
- **VoIP (hosted, premise based and managed services)**
- **Local & Long-Distance Service including SIP services**
- **Network Equipment & Switching Technologies (Adtran, Avaya, Cisco, H.P.)**
- **Dedicated & Business High Speed Internet Access**
- **Managed IT Services (On-Site, Desktop, Remote & 24 x7 IT support)**
- **Optical Transport Customer Design & Deployment**
- **Wireless Data Access / Wi-Fi (Aruba, Cisco, Meraki, Ruckus)**
- **Dedicated & Business High Speed Internet Access**
- **Data Backup & Recovery (Replication, Virtualization-Windows, Linux & MAC)**
- **Computer Security – military grade AES 256 bit encryption**
- **Audio, Web & Video Conferencing (Radvision, LifeSize, Polycom, Vidyo)**

Frontier Communications has partnered with Global industry leading manufacturers to bring these technologies to every organization along with a holistic approach to provide interoperability, quality enabled easy to use administered solutions.

As we continue to meet, demonstrate, consult and discuss our brand of business solutions for your organization you will soon realize the benefits of leveraging an integrator who understands the value of partnering for a mutually successful long term business relationship

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Mitel's National Accomplishments

NYC Department of Education

The New York City Department of Education (DOE), **the largest district in the United States**, has been a **Mitel customer for over 20 years**. The DOE just recently entered into an agreement with Mitel to standardize all new implementations on Mitel voice platforms The 5 year project worth over $40million,will encompass(300) new sites and all new upgrades .Mitel continues to support an additional (450) sites running Mitel voice platforms with approximately 135,000 ports. Mitel applications include voicemail and ACD. For more information please contact the DOE Director of Telecommunications.

CPS Chicago Public Schools Children First

The Chicago Public Schools (CPS), the **third largest district** in the United States, has been a **Mitel customer for almost 7 years.** In2006, Mitel was chosen over Cisco and Avaya to deliver the largest K12, IP communications deployment of its kind in the world. Valuedat$28million, the five-year implementation encompassed **600sites, 30,000 handsets and 45,000 voicemail users**. Centralized Mitel applications include: voicemail / unified messaging, enterprise management, E 911 and call accounting. Mitel solutions have allowed CPS to meet many of their financial, strategic and operational goals. **CPSsavesanaverageof$7milliona year** since standardizing on Mitel voice platforms and applications. Currently, Mitel is providing remote and on-site service and support to all 600C PS networked locations .For more information please contact the CPS Director of Telecommunications.

FCPS FAIRFAX COUNTY PUBLIC SCHOOLS

The Fairfax County Public Schools (FCPS), the12th **largest district in the United States, has** been a **Mitel customer for over15 years**. All **200 sites** are standardized on Mitel voice platforms with a total of 17,000 **Mitel phones**. Mitel applications include voicemail and contact center. Mitel has trained FCPS personnel so they can address their own moves, adds and changes.

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Partnerships

Frontier only partners with industry-leading equipment manufactures and specialty solutions providers to offer you the best seamlessly integrated voice, data and video systems. Through Frontier Financial Solutions purchase or lease options, you can rest assured that your equipment solution is the best fit for you financially as well.

Reputations are one thing, but Frontier makes our partners provide their mettle. We qualify partners to strict certification standards for quality, reliability, support and seamless integration with Frontier's extensive portfolio of communications, data and IP-enabled products and services. Here is an overview of just a few of our primary partnerships:

Frontier Certified Partners	
Network Infrastructure and Security	ADTRAN • Ciena • Cisco • Fujitsu • HP • Juniper Networks • Kentrox • McAfee • Tipping Point
Structured Cabling	American Power Conversion (APC) • Custom Cable • Graybar • Genesis Networks • Frontier Technicians • Staley
Communications Solutions	ADTRAN • Avaya • AV ST • Cisco • Plantronics • Mitel • Phybridge
E-911	Cassidian • IN digital • Solacom
Video	LifeSize • Avaya Radvision

Why Choose Frontier Communications?

Frontier has cutting-edge infrastructure and strong partnerships with the industry's leading equipment manufacturers—in fact, we are **Mitel's #1 partner in North America in 2014 and 2015** but we offer even more than that. We provide customer service and technical support that are locally based and available 24/7 every day of the year. With Frontier, you can count on total reliability from day one.

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Frontier Communications is recognized as Mitel's Top U.S. Business Partner in the Americas

Mitel® (Nasdaq:MITL) (TSX:MNW) has recognized Frontier Communications Corporation (Nasdaq:FTR) as its leading revenue-generating partner in the United States for two out of the past three years.

Frontier Secure - Award-winning computer protection

For corporate users: F-Secure Client Security

Client Security from F-Secure is recognized for its consistently high security performance (PROTECTION) in all the 2014 certification tests involving enterprise software.

F-Secure Client Security boasts some impressive features:

In all 6 certification tests in the year 2014, F-Secure always demonstrated a superb protection function (PROTECTION) with its enterprise solution Client Security. For this performance, AV-TEST gave F-Secure the BEST PROTECTION 2014 AWARD. The industry average is mostly only 92 to 98%.

Moreover, the product always achieves good results in the test categories of Performance (speed) and Usability.

"Client Security from F-Secure receives BEST PROTECTION 2014 AWARD for remarkable performance in the category of PROTECTION for corporate users."
Guido Habicht, CEO AV-TEST GmbH

Additional Honors and Awards

Last year, Frontier joined the Honor and Remember organization in its mission to establish a national symbol of gratitude to pay tribute to America's fallen soldiers. As a result, the Honor and Remember flag flies at many Frontier locations across our regions. This year, we've been sponsoring Honor and Remember flags for families that have requested a personalized tribute to their fallen soldier. These flag sponsorships and corresponding ceremonies give us more opportunities to pay tribute to our military men and women.

As a "Top 100" 2014 Military Friendly Employer®, we continue our strong commitment to our military

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personnel. We participate in the 100,000 Jobs Mission, a coalition of major corporations committed to hiring 100,000 transitioning service members and military veterans by 2020. Launched in 2011, the coalition has hired nearly 141,000 veterans three years into the program. We also work with the Employer Partnership of the Armed Forces and Military Spouse Employment Partnership to enhance career opportunities for members of our military reserve, military spouses and veterans. Our most recent achievement includes the 2014 Most Valuable Employer for Military® Winner from CivilianJobs.com.

Frontier is a Proud Co-Sponsor of AMERICA'S BEST COMMUNITIES

GREAT COMMUNITIES DON'T JUST HAPPEN. They are the result of people working together for the common good and forming linkages that improve the local economy and contribute to the health, safety and viability of the community. Great communities are good for everyone, but now more than ever they need energy, passion, ideas and commitment. The need for "now" is why Frontier Communications, in partnership with DISH Network and other sponsors, is proud to introduce "America's Best Communities," a campaign to inspire ideas that will spark vitality and sustainable growth in small towns and cities in 27 of the states served by Frontier and DISH.

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TAB B

Section 1 – About Frontier

Frontier
BUSINESS EDGE™

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Frontier BUSINESS EDGE

About Us

Frontier Communications Corporation, an S&P 500 company that is included in the Fortune 1000 list of America's largest corporations, is a leader in providing communications services to urban, suburban, and rural customers in 29 states. The company offers a variety of services to customers over its fiber-optic and copper networks, including video, high-speed internet, advanced voice and Frontier Secure digital protection solutions. Frontier Business Edge offers communications solutions to small, medium, and enterprise businesses. Frontier's approximately 28,600 employees are based entirely in the United States. More information about Frontier is available at www.frontier.com.

Quick Facts

Employees 28,600 (approx.)

Revenue Run Rate $11B (approx.)

Website www.frontier.com

Incorporated 1935

NASDAQ FTR

States Served 29

Headquarters Norwalk, CT

Our Values

- Put the customer first
- Treat one another with respect
- Keep our commitments; be accountable
- Be ethical in all of our dealings
- Be innovative; take the initiative
- Be team players
- Be active in our communities
- Do it right the first time; continuously improve
- Use resources wisely
- Use Frontier products and services
- Have a positive attitude

Leadership

SENIOR LEADERSHIP

Daniel McCarthy, President & Chief Executive Officer

Kathleen Abernathy, EVP, External Affairs

Steve Gable, EVP & Chief Technology Officer

John Jureller, EVP & Chief Financial Officer

John Lass, EVP, Field Operations

Cecilia McKenney, EVP & Chief Customer Service Officer

Mark Nielsen, EVP, General Counsel & Secretary

Tim Travaille, SVP, Integration

Kath Weslock, EVP & Chief People Officer

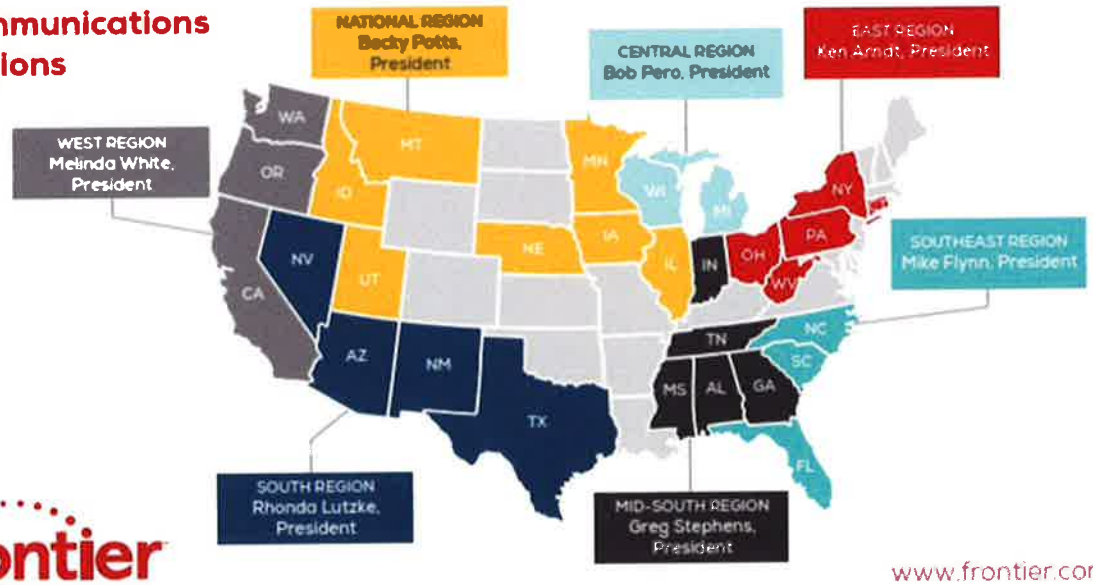
Local Engagement

Frontier employees live and work in the communities they serve. They are your friends and neighbors and your subject matter experts on the best communications technology for home and business. They are customer-focused and empowered to make the right decisions for you. Employees support programs and initiatives important to their communities and live our values every day.

Commitment to Veterans

Frontier is an award winning Veteran employer and proud to support those who served our nation. Veterans, reservists and their spouses represent over 1 out of every 10 Frontier employees.

Frontier Communications Regions



Frontier COMMUNICATIONS

www.frontier.com

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Our Local Engagement Approach

Being engaged in the communities we serve is more than a strategy. It's in our DNA. Serving with relevance is also a priority. That is why, when asked, we are also communicating with our customers in Spanish, and will continue to increase our foreign language capabilities. Your Frontier team puts the customer first every day, goes the extra mile, and takes pride in living where we work.

Broadband and communications are central parts of daily life and are critical for our communities to thrive and grow. We take responsibility in delivering reliable services to the millions of customers we serve—24/7/365.

We are Community Members

Being active in our communities comes naturally to us. We're members of the Chamber of Commerce and volunteer in local organizations. We are first responders, little league coaches and PTA leaders. We believe in American communities and serve you with a 100% U.S.-based workforce. Certified by the California Public Utilities Commission, we are fully committed to supplier diversity.

We are Veterans

Supporting veterans and military families is one of our company's priorities. We are proud to be a Top 100 Military Friendly Employer® and a Top 50 Military Spouse Employment Partnership member.

We are Available to Customers

From the CEO down, we are all accountable to customers every day. Our state and regional leadership are actively involved in day-to-day operations and ensure that customers receive our company's best every single day.

We Respond When Disaster Strikes

When natural disasters happen in our regions, we are among the first to respond. When community members fall on tough times, we support them. Our technicians work around the clock in tough conditions to keep services running smoothly. That's why when you become a Frontier customer, you will have a team of more than 18,600 dedicated employees ready to back you up no matter what Mother Nature throws your way.

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TAB C

Section 2 – Frontier Response to El Centro Police RFP

Frontier BUSINESS EDGE

Attachment: El Centro RFP Frontier- Final 102816 (2123 : ECPD Telecommunication System Upgrade)

El Centro Police Department Request for Proposal Telecommunications System

Date Issued: October 7, 2016

Date Due: October 28, 2016 - *4:00 p.m. P.S.T.*

Attachment: El Centro RFP Frontier- Final 102816 (2123 : ECPD Telecommunication System Upgrade)

Request For Proposals for Phone System

Introduction

The El Centro Police Department requires an integrated voice connectivity solution for their police facility.

This is a request for proposal(s) to provide the equipment and services outlined in Section II - System Requirements. The City of El Centro and the El Centro Police Department may enter into a service agreement with the successful respondent to this RFP.

Project Description. The El Centro Police Department is seeking proposals for a Hosted VoIP telephone system. The scope of this Request for Proposal (RFP) is for IP Phones, any network equipment (if specifically required), IP Phone services, software (if any), maintenance and service, and training.

> **Existing Systems -** The El Centro Police Department currently utilizes multiple phone vendors and systems, varying in age. Some of these systems interact among each other and allow for 3 and 4 digit dialing within the city network and some do not. None of the systems interact entirely with all other systems. Additionally the functionality provided by each system varies greatly and is generally inadequate to the business needs of the City and the El Centro Police Department.

Instructions for Completing the Proposal

The proposal must answer all questions listed in Part I - Project Description. Failure to answer all questions may be the basis for rejection of the proposal. Be as brief and accurate as possible. Submit one signed original and three copies of your proposal along with a transmittal letter.

Proposal Deadline

All proposals must be received no later than 4:00 PM, October 28, 2016. Submit your proposal to the El Centro Police Department at the following address:

El Centro Police Department
150 North 11th Street
El Centro California
Attn: Aaron Reel, Commander
(760)337-4519
Mail an e-copy to areel@ecpd.org

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Request For Proposals for Phone System

Late submittals will not be considered. Email and fax submittals are discouraged. The El Centro Police Department Administration Staff Sergeant and assigned commander will be the points of contact and project liaisons for the organization and for all matters pertaining to this proposal.

Questions regarding this RFP must be address to Commander Reel at areel@ecpd.org and received at least 10 days prior to the deadline for submission.

Project Evaluation

Each submittal will be evaluated under the evaluation matrix in section IV.
If warranted, meetings between the vendor and the El Centro Police Department to review the proposals will be scheduled and confirmed by November 18th, 2016.

Proposal Schedule

The schedule for the Telecommunications System Project is as follows: TO BE REVISED

October 7, 2016	Request for Proposal sent to vendors
October 28, 2016	Proposals Due
November 11, 2016	Project Evaluation Period by the El Centro Police Department
December 2, 2016	Meetings with appropriate vendors to Review Proposal
December 16, 2016	The El Centro Police Department contacts local client provided as reference
December 29, 2016	Prepare and submit resolution
January 17, 2017	Contract awarded by City Council
March 31, 2017	System is installed and operating

Attachment: El Centro RFP Frontier- Final 102816 (2123 : ECPD Telecommunication System Upgrade)

PART I – PROJECT DESCRIPTION

- **Project Liaison(s).** Identify the company liaison's title, mailing address, direct telephone line, cell phone, email address, and fax number. FRONTIER REPONSE: COMPLY
  - John Chrismer
    CPE Account Executive
    Frontier Communications
    4811 Airport Plaza Drive Ste 300, Long Beach, CA
    562-241-0405 (d)
    john.chrismer@ftr.com

2. **Other Participants and Description of Involvement.** Identify and describe any additional parties and services to be involved in carrying out this proposal. Include the person's name, title, mailing address, direct telephone line, cell phone, email address and fax number. FRONTIER REPONSE: COMPLY

   - Kurt Lund-Frontier Communications
     Customer Service Tech I
     Kurt.r.Lund@ftr.com
     Cell: 442-274-4688

   - Ron Junio
     SR. CPE Sales Engineer
     Frontier Communications
     Office: 570-208-5269
     Cell: 562-357-3660
     ronald.junio@ftr.com

1. **Total Cost.** Identify the total cost with a breakdown by activity, equipment, and extended maintenance. This should be provided in the form of an Excel spreadsheet by outline activity or similar means of itemization. The cost proposal must be in a separate envelope marked "Costs." FRONTIER REPONSE: COMPLY

2. **Project Management Plan.** Provide a detailed description of how your organization plans to provide the requested system: will equipment be needed, what services are provided, what software is needed; how will training and maintenance be provided? What warranties are provided? Specifically address each of the requirements for the system. If you cannot provide a requirement, please state that. FRONTIER REPONSE: COMPLY

   Frontier Communications Primary Network Operations Center (NOC) and Technical Assistance Center (TAC) is located in Rochester New York and provides year round 24x7 support to our customers as well as Frontier's engineers and field based personnel.

   Services provided include:

   • NOC (National Operations Center)

   – Alarm Monitoring

Attachment: El Centro RFP Frontier- Final 102816 (2123 : ECPD Telecommunication System Upgrade)

– Remote Troubleshooting/Clearing – Remote Moves/Adds/Changes

• TAC (Technical Assistance Center) – Second Tier Support for Field Technicians

– Coordination with tier 3 & 4 help desk services with Frontiers partners.

Frontier's NOC/TAC personnel are trained and continue to train to support the entire product and network offerings. The Frontier NOC provides remote monitoring and alarming using iView. Frontier is able to see and resolve trouble and or dispatch technicians pro-actively per our customers' requirements and contacts Frontier's NOC/TAC personnel are highly trained and a skilled part of Frontier's total support package that provides the extra security and peace of mind. Frontier will engage the necessary resources to restore services for our customers.

The Mitel system, all the hardware / software are covered in full for the 1st year of service. Frontier provides the labor at no charge to maintain the manufacturer's warranty and perform all the manufacturers updates at no charge in the warranty period.

Frontier in conjunction with the manufacturer provide direct support on the VOIP solutions sold. In the event of a specific or specialized application Frontier reserves the right to access subject matter experts but will ensure support agreements are available for review by the city.

3. **Minimum Qualifications.** Provide a list of similar successful projects, preferably for police departments, within the past three years. Provide at least 3 current references.
FRONTIER RESPONSE: COMPLY

Reference #1	
Customer Name	The City of Rio Vista
Contact Name	Greg Bowman – Chief of Police
Contact Address	Rio Vista, Ca
Contact Telephone Number	*707-374-6366 Office*
Contact E-mail	gbowman@riovistapd.com

Reference #2	
Customer Name	Plumas County Behavior Health
Contact Name	Jessica McGill
Contact Address	270 County Rd 109, Quincy, CA, 95971
Contact Telephone Number	530-283-6307
Contact E-mail	Jmcgill@pcbh.services

Attachment: El Centro RFP Frontier- Final 102816 (2123 : ECPD Telecommunication System Upgrade)

Request For Proposals for Phone System

Reference #3	
Customer Name	Modoc County Behavior Health
Contact Name	Jacob Ott
Contact Address	120 North Main St.
Contact Telephone Number	530-233-6501 Ext 1312
Contact E-mail	Jacobott@co.nodoc.ca.us

Attachment: El Centro RFP Frontier- Final 102816 (2123 : ECPD Telecommunication System Upgrade)

4. **Project Start Date.** Describe steps taken to ensure a start-up date which will allow you to complete the project in a timely fashion. Describe the expected availability of equipment and personnel as of that date to support the proposal. Describe on-going availability of personnel. FRONTIER RESPONSE: COMPLY

******Sample Project Management Implementation Plan******

Task Name El Centro Police Department	Duration Start Date Finish Start date Jan 17th – Finish March 31st
DEFINE PHASE	
Contract Approved	Date Jan 17th
Contract/Statement of Work Review	3 days
Contract/Statement of Work Review (Internal)	3 days
Project Team Defined	1 day
Contract/Statement of Work Review Complete	Date Jan 24th
Requirements Review	1 day
Project Kickoff Meeting	1 day
Analysis of Schedule Requirements	1 day
Analysis of Deliverables Requirements	1 day
Analysis of Training Requirements	1 (
Review Interfaces and Functions	1 day
Requirements Review Complete	Date Jan 31st
Establish Project Baseline	2 days
Confirm Materials and Services Match Contract	1 day
Order components for project	3 days
Project Analysis Complete	Date Feb 7th
BUILD PHASE	
Stage Hardware and Software 15 days-starts (Starts on day 4 when project reviewed)	
Hardware Confirmed Received by Frontier	Date Feb 7th
Customer Provides IP Addresses/Node Names for Equipment	1 Day
Data Collection for system/extension programming	Date Feb 10th
Establish Cut-off date for M/A/C's	Date Feb 17h
Load Base Software & Configure System	2 days
Test Configuration In Laboratory	2 days
Staging Activities Complete	Date Feb 24th
Installation of any required wiring	10 days N/A
Installation of Hardware and Software	5 days
Test Configuration Pre-Cut	1 day
Installation Activities Complete	Date Mar 1st
Execute System Acceptance Test Plans (ATP)	1 day
Functional Testing	1 day
Functional/System Test Acceptance	Date Mar 3rd (Failover Testing)
DELIVER PHASE	
Execute Pre-Cut Training Plan	3-5 days

Attachment: El Centro RFP Frontier- Final 102816 (2123 : ECPD Telecommunication System Upgrade)

Training Complete	Date Mar 10th
Cutover of System	1 day
Live Operations Complete	Date Friday Mar 14th
On-site Post-Cut Support	1 day
System Acceptance Signatures Complete	Date Mar 17th

Upon proposal acceptance, actual dates will be coordinated and populated. This is an example only and actual dates and time are dependent on customer's environments.

5. **Additional Benefit to the El Centro Police Department.** Describe what the applicant proposes to perform that will especially benefit the system users and/or make the proposal stand out from competing applicants. This may include outstanding features of the system, integration, guarantee project timeliness, proprietary features, etc. FRONTIER RESPONSE: COMPLY

Our blended learning approach addresses all learning styles, budgets, and schedules, and includes a range of delivery options.

- Classroom training. Traditional classroom training by qualified instructors at a training facility.
- On-site training. Let Mitel bring the classroom, and the instructor, to you.
- Virtual training. Live, online training done remotely by qualified Mitel instructors.
- Web-based training. Interactive training featuring animations, simulations, and voice-over. Self-study training. On-line materials for self-paced training.

To help our customers succeed, Frontier provides training on products, solutions, and associated VoIP technologies. Our goal is to deliver consistent, high-quality training using flexible delivery options that meet business needs and ensure timely certification on Mitel products.

6. **Subconsultants**: List any and all subconsultants, equipment vendors or supporting companies. Cost for subconsultants must be set out separately. FRONTIER RESPONE: NOT APPLICABLE

Attachment: El Centro RFP Frontier- Final 102816 (2123 : ECPD Telecommunication System Upgrade)

Request For Proposals for Phone System

Put the chart below into system requirements.

Term	Definition
9-1-1 Notification	A process where, whenever an extension dials 911, an administrator is notified by either automated voice or text message containing the extension that dialed.
Announcement Line	A phone number that is not tied to a physical extension, and simply plays a recorded message (e.g. job line).
Auto-Attendant	A process that answers calls to a Hunt Group, DID, or extension and provides an interactive menu of options for the caller
Auto-Dial	A process where an extension automatically calls another extension or phone number when the handset is picked up.
Busy Redial	A process that allows an extension to repeatedly call another extension or phone number at regular intervals until it does not receive a busy signal.
Call Flow	A process that controls what happens with an incoming call. (e.g. Calls that ring an extension or Hunt Group that do not get answered after 4 rings go to voicemail/auto-attendant)
Call Forwarding	The ability to present forward a call to another extension or phone number.
Call Queue	A process by which, when all extensions in a hunt group or DID are busy, the system will place the caller in a queue to wait for the next available extension.
Call Waiting	The ability to place a call on hold and take an incoming call.
Digital to Analog (D2A) device	A device that allows an analog device to use a digital phone line.
Day/Night Mode	A feature that turns off the Hunt Groups at a certain time and presents a separate call flow.
Dial in Direct (DID)	A single phone number that rings on a single extension.
Do Not Disturb(DND)	A feature that prevents an extension from ringing. The call will follow the call flow designed for the extension.
Extension monitoring	The ability for one extension to see whether another extension is currently on the line.
Failover	A process which calls a backup number when an extension is not available, either through phone or network failure.
Follow me	A process by which an incoming call is rolled to another extension or phone number after a certain number of rings or time segment. (e.g. An incoming call to the director's extension will call the director's cell phone after the main extension does not answer for 20 seconds). Failed calls should go to the original extension's voicemail.
Hunt Group	A single phone number that has the ability to ring multiple extensions. Each department may have multiple Hunt Groups depending on their configuration.
Integrated Voice Response (IVR)	A process where a caller can use the phone keypad or verbal inputs to respond to or make selections in the phone system.
On demand Call recording	The ability to press a button or sequence of buttons to allow the recording of phone calls.
Outlook integration	The ability to start a call from a phone number in an e-mail or address book in Microsoft Outlook.
Overhead paging	The ability to page through a public address system.
Soft phone	A program that runs on a computer or mobile device that simulates a phone extension.
Speed Dial	A process that allows a sequence of buttons to call another

Attachment: El Centro RFP Frontier- Final 102816 (2123 : ECPD Telecommunication System Upgrade)

PART II - SYSTEM REQUIREMENTS

Item	Feature
SR1	Integrated Corporate Directory- COMPLY
SR2	End-user interface for configuring devices- COMPLY
SR3	Programmable auto-attendants- COMPLY
SR4	IVR capabilities with auto-attendant- COMPLY -OPTIONAL
SR5	Programmable Call Queue- COMPLY
SR6	Conforms to FCC requirements for Enhanced 911- COMPLY- SEE ADDENDUM BELOW
SR7	Four digit extension dialing- COMPLY
SR8	Hunt Groups- COMPLY
SR9	Ability to tag an extension for reporting/billing purposes- COMPLY- OPTIONAL
SR10	Failover for extensions- COMPLY
SR11	Announcement line- COMPLY
SR12	9-1-1 notification- COMPLY
SR13	Reporting by tag, extension, hunt group including: - COMPLY- EMBEDDED/OPTIONAL • tag/department/extension • number of calls incoming • number of calls outgoing • billable numbers dialed
SR14	Reporting for call queues including: COMPLY- EMBEDDED/OPTIONAL • number of calls incoming/outgoing • time to answer • time on hold • disposition of call (answered or forwarded) • extension handling call • lost/abandoned calls
SR15	Configurable day/night mode for Hunt Groups- COMPLY
SR16	Programmable call flow- COMPLY/ OPTIONAL
SR17	Always on and On-demand call recording- COMPLY
SR18	Ability to have electronic bill presentment broken down by department and/or extension- ADDNDM
SR19	Capability to replace an extension with a spare phone- COMPLY- SEE ADDENDEM
SR20	Provide a wide range of phone types including: - COMPLY- SEE PRODUCT DOCUMENTATION • Basic phone • Soft phones • Multiline phones • Expansion ports for secretarial staff • Wireless phones • Blue-tooth capable phones • Conference phones
SR21	Programmable hold music/message by department, Hunt Group, or extension- COMPLY
SR22	Ability to block certain toll calls- COMPLY
SR23	Ability to block nuisance callers- COMPLY
SR24	Ability to route specific incoming calls to an extension- COMPLY
SR25	Ability to page a hunt group or all extensions- COMPLY
SR26	Overhead paging interface- COMPLY
SR27	Incoming Fax to e-mail- COMPLY
SR28	D2A device for modems and/or faxes- COMPLY

Attachment: El Centro RFP Frontier- Final 102816 (2123 : ECPD Telecommunication System Upgrade)

SYSTEM REQUIREMENTS: ADDENDUM

- SR6 Conforms to FCC requirements for Enhanced 911

Frontier Response: MiVoice Business CESID support complies with emergency services regulations (such as the FCC's Enhanced 911 standards) requiring PBXs to support CESIDs. For a 911 call to be compliant with FCC guidelines, the call must report a CESID to the Public Safety Answering Point (PSAP). At a minimum, you must define a CESID for each directory number (DN) in the CESID Assignment form

SR18-Ability to have electronic bill presentment broken down by department and/or extension- COMPLY/ OPTIONAL

SR19-Capability to replace an extension with a spare phones

Frontier Response: The Parts Distribution Centers are strategically located throughout the county along with manufacturer support locations that ensure timely responses to critical outages

Voicemail

The El Centro Police Department is requesting that the voicemail system have the following features.

Item	Feature
V1	Time and Date of call- COMPLY
V2	Extension or number of caller- COMPLY
V3	Message- COMPLY
V4	Save message- COMPLY
V5	Delete message- COMPLY
V6	Forward/copy message to extension- COMPLY
V7	Forward/copy message with annotation to extension- COMPLY
V8	Forward/copy message to multiple extensions- COMPLY
V9	Text notification to recipient- COMPLY-OPTIONAL
V10	Voicemail forward/copy to e-mail- COMPLY
V11	Remote voicemail retrieval (explain process) - COMPLY

Attachment: El Centro RFP Frontier- Final 102816 (2123 : ECPD Telecommunication System Upgrade)

Per Extension

The City is requesting that every extension have the following features.

Item	Feature
E1	Call Hold- COMPLY
E2	Do not Disturb- COMPLY
E3	Call Pickup from extension- COMPLY
E4	Call Pickup from Hunt Group- COMPLY
E5	Call Waiting- COMPLY
E6	Call transfer- COMPLY
E7	Call Forward All- COMPLY
E8	Call Forward Busy- COMPLY
E9	Call Forward No answer- COMPLY
E10	Voicemail- COMPLY
E11	Distinctive Ring- COMPLY
E12	Unique four digit extension- COMPLY
E13	System failure should default to attendant console- COMPLY
E14	DID number and/or Hunt Group number- COMPLY
E15	Extension monitoring by light/display- COMPLY
E16	Incoming message/voicemail light/display- COMPLY
E17	AutoDial- COMPLY
E18	Caller ID- COMPLY
E19	Three way calling- COMPLY
E20	Follow me- COMPLY
E21	Speed Dial- COMPLY
E22	Memory Buttons- COMPLY
E23	Redial- COMPLY
E24	Busy Redial- COMPLY
E25	Outlook integration- COMPLY- OPTIONAL
E26	Password or other restriction for billable long distance- COMPLY
E27	Ability to reassign E911 address for mobile/travelling workers- COMPLY
E28	Conference Calling – COMPLY- (8) party per conf-(20) parties single conf-total (40) parties
E29	Forward call to extension voicemail- COMPLY
E30	Difference messages for no answer or busy/DND- COMPLY

Attachment: El Centro RFP Frontier- Final 102816 (2123 : ECPD Telecommunication System Upgrade)

Request For Proposals for Phone System

Phones	Quantity
Console	42
Display	42
Extensions (multiport expandable)	42
Total	42
Switch	
Voice Mail	
Total ports (expandable)	80

System Documentation

As part of the Project Scope, the selected vendor will develop and provide documentation that describes the features and functions of the proposed application software. The documentation shall be provided for both users and the technical personnel who will administer and maintain the system beyond the term of the maintenance agreement. It is desirable that differing levels of documentation (user documentation and technical documentation) exist. The selected vendor shall provide documentation in web-based and PDF forms for each application module. Offerors shall provide sample System Documentation as part of proposal submission, in accordance with the Submittal Response Format described in Section 5.0. In addition, offerors shall provide an overview of the system documentation that will be provided as part of system roll-out. FRONTIER RESPONSE: COMPLY- SEE TAB E

I. Additional requirements

A. System life cycle upgrades
   1. Training provided at no additional charge
   2. Upgrade schedule not to exceed specified contract cost

B. Training
   1. Provide training for two system administrators. Training package to include any follow up training
   2. End user training (system and voice messaging)
      a) Provide training beginning one week prior to system cutover
      b) Provide training for a minimum of two weeks post system cutover or until 90% of the users are trained

C. Documentation
   1. Two sets of full system administrator manuals
   2. End user voice messaging and system manuals as required over the system life cycle

D. Installation
   1. The voice messaging shall be in-house a minimum of 5 days prior to cutover for the following purpose:
      a) Programming/recording of system prompts
      b) Developing of main menu
      c) Set up and installation of user mailboxes
   2. Voice messaging shield during system cutover
   3. System cutover not to exceed 48 hours. Cutover to begin on a Friday at 18:00 hours

Attachment: El Centro RFP Frontier- Final 102816 (2123 : ECPD Telecommunication System Upgrade)

E. Current telephone equipment
   1. Broker by incoming vendor.
F. Our current long distance provider is AT&T.

III General Information

The successful company is expected to establish and maintain a close working relationship with City Staff throughout the project.

For the duration of the project, the selected company shall maintain a Project Manager, as specified in the proposal and approved by the City. This Request for Proposal does not commit the City to pay any cost incurred in the preparation of a response. Frontier Response: Comply. Upon award a Frontier Project Manager will work with El Centro Police Department to finalize a implementation plan to meet the timeline requirements. Frontier has provided a sample installation/migration plan:

El Centro Police Department - Sample Installation / Migration Plan

Receive Contract
Signed contract and Scope of Work received and reviewed by Frontier and client.

Team Assigned
When the contract is passed on to the Project Manager or Lead Technician the dates are reviewed and a Project Team is notified. The primary point of contact will be the Project Manager or Lead Technician. The Frontier's Account Team will then contact El Centro POLICE DEPARTMENT to schedule a EL CENTRO POLICE DEPARTMENT kickoff meeting.

Kickoff Meeting
The purpose of the kickoff meeting is for Frontier to introduce key members of the Project Team. The Account Manager and the Project Manager or Lead Technician will give an overview of the contract, scope of work, and project schedule. All aspects of the implementation are reviewed, i.e., floor plans, telephony service requirements, training and database surveys, to ensure that everyone has a clear understanding of what is expected of all parties to achieve a successful cutover. Future meetings are scheduled to begin the implementation.

Floor Plans
Based on the size and scope of the project it may be necessary for the El Centro POLICE DEPARTMENT to design floor plan. As part of the installation, it is necessary to know where telephones are to be installed. Even when the cabling is reused or provided by another vendor, we need to identify locations for the El Centro POLICE DEPARTMENT database. EL CENTRO POLICE DEPARTMENT will assign a phone/extension number to each cable location. The scheme for that numbering plan will vary according to a number of factors, but for use as a reference, that number will become the common thread that will identify that location for all parties concerned. It will become the "designator" in the database.

Environmental
A copy of the manufacturers recommended environmental requirements (temperature, electric, humidity, grounding, etc), as well as the LAN/WAN requirements are reviewed at the kickoff meeting.

Progress Meetings

At the kickoff meeting, the schedule is reviewed and future meeting dates are confirmed.
There will be ongoing meetings between the Project Manager or Lead Technician and El Centro POLICE DEPARTMENT staff members as the database is compiled. Based upon the complexity of El Centro POLICE DEPARTMENT's installation, weekly progress meetings will be set up to review project status, deal with particular issues and develop action plans. Formal meetings will serve to coordinate all activities and verify that milestones are on schedule. In addition, written communication of the status meetings will be provided.

Secure Location

In many cases, there is preparation work that needs to be done prior to delivery of the switch equipment. Since it may not be practical to remove the equipment and tools from the site each day or in cases where we have miscellaneous materials such as cable on site, we ask that a secured location be made available at the El Centro POLICE DEPARTMENT site.

Switch room Ready

To allow adequate time for installation and testing of the PBX and related equipment, the physical site needs to be ready according to environmental specifications that were defined. Once the equipment is delivered, it becomes the property of El Centro POLICE DEPARTMENT. Frontier strongly recommends it is El Centro POLICE DEPARTMENT's best interest to have that area secured.

Set up Switch room

There is some work that can be done in the equipment room prior to the arrival of your equipment. In the case of a move of some or all of the equipment, it is absolutely necessary to do as much preparation work as possible in order to minimize the amount of time required on the weekend of the system installation.

Deliver Equipment

This is the actual delivery of the system, telephone sets, and ancillary equipment.
Coordination is required with El Centro POLICE DEPARTMENT so that loading docks, elevators and other facets of the delivery can be worked out. An inventory of the equipment should be conducted at this time to verify that the contracted quantities have been delivered. At this point the equipment becomes the responsibility of the El Centro POLICE DEPARTMENT it is in your best interest to keep the equipment stored in a secured area.

Power-Up Equipment

Once the basic hardware has been assembled, it is possible to power up the equipment to initiate diagnostic testing. It is optimal to have the equipment operating for as long as possible to provide a burn-in period. This can be done on or off site. Almost all peripheral work can be performed with the switch operating. A Technician is assigned to perform a quality audit on both the equipment installation and the required environmental. With the equipment running, the technician begins initial system programming.

Configure Switch

The Technicians and the Project Manager or Lead Technician will coordinate to set up system parameters according to the database requirements. The initial configuration of the equipment is reviewed and adjusted as necessary to provide a balance in network load and capacity. If a potential problem in the configuration is discovered, the alternatives are reviewed and possible solutions are presented to El Centro POLICE DEPARTMENT.

Equipment Test

Attachment: El Centro RFP Frontier- Final 102816 (2123 : ECPD Telecommunication System Upgrade)

As mentioned, after the switch is powered up, initial testing can begin. Ancillary equipment is also tested when possible. In addition, the Technicians will test functionality of most operations to the mainframe.

Database Orientation

This step is performed by the Project Manager or Lead Technician on the first scheduled meeting after the kickoff meeting. In order for El Centro POLICE DEPARTMENT to assist in the design and preparation of the database, it is necessary for you to understand the functionality of the software. The Project Manager or Lead Technician will conduct orientation on feature interaction and present samples of templates to show common key arrangements and discuss special applications. If El Centro POLICE DEPARTMENT assigns department coordinators, this orientation will be presented to them as well.

Database Collection

This is one of the most critical parts of the process. At this time, each telephone locations reviewed and a "cut sheet" is written to detail all particulars related to that station. The key assignments are made and all other parameters (hunting, class-of-service, etc.) are defined. A Project Manager or Lead Technician will meet with EL CENTRO POLICE DEPARTMENT's project contact to conduct a needs review.

Change Control Plan if applicable

During the course of a project circumstances may dictate that a change is made to the scope of work. Either El Centro POLICE DEPARTMENT or Frontier can initiate changes to the project. Changes can occur because of a change in El Centro POLICE DEPARTMENT business requirements, advances in technology, or something as mundane as forgotten cables. The Project Manager or Lead Technician must document the reason the change was requested, the effect on the solution, and changes to the project cost and schedule. This information is kept in the project changelog, which forms part of the regular project status report.

In addition to the log, a change order must be created for any change that affects the equipment, the cost of the project, or the project price. EL CENTRO POLICE DEPARTMENT and the Frontier Account Manager must sign any Change Request that affects price before it can be processed.

Firm Configuration

This is the milestone at which a view is made of the final system requirements as defined by the completed database. We ask that a freeze be put on any further ads or changes so that we may get an accurate snapshot of the configuration. Adjustments to hardware and software are calculated and presented to the El Centro POLICE DEPARTMENT for approval. This also provides us with an adequate lead-time to place hardware change orders and determine the availability of all necessary equipment.

Audit Database

On some systems printouts are available from the switch as a way to audit the data input versus the original cut sheets. Also, when downloading to the switch, the PC system will generate exception reports for station data that the switch would not accept.

Telco Delivery (If required)

This represents the time the Serving Telephone Company will deliver network services tithe site. Frontier will assist in coordination.

Attachment: El Centro RFP Frontier- Final 102816 (2123 : ECPD Telecommunication System Upgrade)

IV Selection of Consultant

The City will review the proposals received. Upon final review of the proposals, the City may interview the highest-ranking consultants. The final ranking of the Consultants will be based on the following criteria: FRONTIER RESPONSE: COMPLY

Criteria	Point Weight
1. Ability of the Vendor/Offeror to perform the specific tasks outlined in the RFP.	(30)
2. Specific methods and techniques to be employed by the Vendor/Offeror on the project. Including proposed services and equipment from a reputable manufacturer.	(15)
3. Qualifications of the Vendor/Offeror and specific individuals who will be assigned to work on the project.	(30)
4. Amount and quality of the time that the key personnel will be involved in their respective portions of the project.	(15)
5. Past success with managing all processes, procedures and paperwork for similar projects.	(10)

V Right to Reject All Submittals

The City reserves the right to reject any or all proposals submitted, and no representation is made that any contract will be awarded pursuant to this Request for Proposals. All costs incurred in the preparation of submittal, in the submission of additional information, and/or in any other aspects of a submittal prior to the award of a written contract will be borne by the vendor/offeror. The City will provide only the staff assistance and documentation specifically referred to herein, and will not be responsible for any other cost or obligation that may be incurred by the respondent. All items submitted to the City shall become the property of the City. FRONTIER RESPONSE: COMPLY

VI. FORM OF AGREEMENT

Please provide a copy of the form of agreement you would utilize for this project. The successful vendor/offeror will be required to enter into a form of agreement acceptable to the City as well as to provide indemnification and insurance. The laws of the State of California will govern any agreement with venue in Imperial County. FRONTIER RESPONSE: COMPLY-SEE TAB F

Attachment: El Centro RFP Frontier- Final 102816 (2123 : ECPD Telecommunication System Upgrade)

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TAB D

Section 3 – Equipment List

Frontier BUSINESS EDGE

Attachment: El Centro RFP Frontier- Final 102816 (2123 : ECPD Telecommunication System Upgrade)

Equipment List

Qty	Description
	MiVoice 250 Hardware
41	8568 Telephone NA
1	Wall Mount Kit (HX Controller + PSU, PS-1/DEI (2)
1	DDM-16 Card with Cable
1	MiVo Office Digital Base Pack
1	Digital Exp Interface (DEI)
1	Digital Endpoint Module (DEM-16)
1	Loop Start Mdl (LSM-4) for CS/HX
1	Dual T1/E1 Pri TIM2 NA
	Mitel MiVoice 250 Software- License
25	MiVoice Office License - Digital Phone Cat E
1	UVM Port License (Pack of 4)
	IP Desktop Phone-Color
1	5360 IP Phone
	Mitel Station Message Detail Recording and Phone Manager
1	Mitel Comm Serv Real-Time SMDR Link
1	Mitel Phone Manager Migration (8 users)
1	Compact Flash 2 GB NA
1	Mitel Software Assurance
	Software Assurance & MiVoice Office Miscellaneous
1	25 FT. CONN. CABLES
2	CONN. BLOCK
2	BRACKET
2	D - RINGS (2 PER BLOCK)
1	NetVanta 1531P 8 port managed Layer 3 Lite 10/100/1000
1	ProCare 3 Year NBD Remote Maintenance for a twelve port ADTRAN switch
1	Tripp Lite SmartRack SRWO12US - wall mount swing frame - 12U
1	UPS 1000VA/800W PURE SINE WAVE1RU
1	(i) View Micro Appliance
1	8GB DATATRAVELER FLASH DRIVE USB 2.0 SE9 CHAMPAGNE
1	Installation Materials
1000	WIRE 4PR/24AWG CAT5E PLENUM SOL BC BLUE
1	FACEPLATE 1GANG 1PORT OFC WHT
1	JACK DATA CAT5 BLUE
1	MT5000 CABLE DEM-16 RJ45 TO AMP 50P 3M
1	CABLE PATCH CAT5E BLUE 3FT
1	Surgate Plus M8KSU-60 8 outlet
1	Cordless Headset & Module Bundle NA DECT

Attachment: El Centro RFP Frontier- Final 102816 (2123 : ECPD Telecommunication System Upgrade)

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TAB E

Section 5 –Appendices

- Mitel Office 250 Communications Platform
- Mitel IP/Digital Desktop – Phones & Peripherals
- Mitel Phone Manager

Frontier BUSINESS EDGE

Attachment: El Centro RFP Frontier- Final 102816 (2123 : ECPD Telecommunication System Upgrade)

Frontier COMMUNICATIONS

April 1, 2016

Frontier Communications Completes Acquisition of Verizon Wireline Operations in California, Texas and Florida

NORWALK, Conn.--(BUSINESS WIRE)-- Frontier Communications Corporation (NASDAQ:FTR) today announced completion of its $10.54 billion acquisition of Verizon Communications, Inc. (NYSE:VZ) wireline operations providing services to residential, commercial and wholesale customers in California, Texas and Florida. The acquired businesses include approximately 3.3 million voice connections, 2.1 million broadband connections, and 1.2 million FiOS® video subscribers, as well as the related incumbent local exchange carrier businesses. New customers will begin receiving monthly bills starting in mid-April.

"This is a transformative acquisition for Frontier that delivers first-rate assets and important new opportunities given our dramatically expanded scale," said Daniel J. McCarthy, Frontier's President and Chief Executive Officer. "It significantly expands our presence in three high-growth, high-density states, and improves our revenue mix by increasing the percentage of our revenues coming from segments with the most promising growth potential."

Frontier is pleased to welcome from Verizon approximately 9,400 employees. "Our new colleagues know their markets, their customers and their business extremely well," McCarthy said. "As valued members of the Frontier team, they will ensure continuity of existing customer relationships."

After the transaction was announced on February 5, 2015, Frontier received regulatory clearance from the U.S. Department of Justice, the Federal Communications Commission, the California Public Utilities Commission, the Public Utility Commission of Texas, and other public authorities. Additionally, Frontier received the full support of the Communications Workers of America (District 9) and the International Brotherhood of Electrical Workers (IBEW) Local 543 and the IBEW, AFL-CIO Local 824.

About Frontier Communications

Frontier Communications Corporation, now a Fortune 500 and S&P 500 company, is a leader in providing communications services to urban, suburban, and rural communities in 29 states. Frontier offers a variety of services to residential customers over its fiber-optic and copper networks, including video, high-speed internet, advanced voice, and Frontier Secure digital protection solutions. Frontier Business Edge offers communications solutions to small, medium, and enterprise businesses. Frontier's approximately 28,600 employees are based entirely in the United States. More information about Frontier is available at www.frontier.com.

Forward-Looking Statements

This document contains "forward-looking statements," related to future, not past, events. Forward-looking statements address our expected future business and financial performance and financial condition, and contain words such as "expect," "anticipate," "intend," "plan," "believe," "seek," "see," "will," "would," or "target." Forward-looking statements by their nature address matters that are, to different degrees, uncertain. For us, particular risks and uncertainties that could cause our actual results to be materially different than those expressed in our forward-looking statements including our ability to successfully: integrate our newly acquired operations, realize anticipated cost savings, migrate operations from Verizon systems and processes to our systems and processes, meet our debt and debt service obligations, deal with competition from cable, wireless and wireline carriers and satellite companies, adjust to changes in the communications industry, manage service quality and meet mandated service quality metrics, introduce new product offerings, avoid or deal with the impact of potential information technology or data security breaches or other disruptions, and the other factors that are described in our filings with the U.S. Securities and Exchange Commission, including our reports on Forms 10-K and 10-Q. These risks and uncertainties may cause our actual future results to be materially different than those expressed in our forward-looking statements. We do not undertake to update or revise these forward-looking statements.

View source version on businesswire.com: http://www.businesswire.com/news/home/20160401005508/en/

Attachment: El Centro RFP Frontier- Final 102816 (2123 : ECPD Telecommunication System Upgrade)

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Source: Frontier Communications Corporation

News Provided by Acquire Media

Attachment: El Centro RFP Frontier- Final 102816 (2123 : ECPD Telecommunication System Upgrade)

Frontier COMMUNICATIONS

Committed to California

Service • Jobs • Veterans

Focused on Customer Service

Leading provider of communications services to residential and business customers

- Acquiring Verizon CA wireline, broadband and FiOS business effective April 1, 2016
- Will offer High-Speed Internet, Video and Voice services to over 3 million households
- Bringing identity protection, computer security, cloud backup, 24/7 technical support, and amazing new applications in The Internet of Things through Frontier Secure products and services
- Will deliver enhanced broadband speeds and capabilities to at least 827,000 CA households
- Accepting $228 million in Connect America Fund (CAF) support to deploy broadband to rural, underserved, high-cost markets
- Will offer a full range of speed tiers to residential and commercial customers and a low-income broadband product to CA Lifeline customers

Investing in Communities and Growing Jobs

Committed to local investment and jobs

- 175 new jobs to be added on top of the over 5,000 existing employees joining Frontier
- Five call centers in CA
- Strong support of two labor unions – IBEW and CWA
- 100% U.S.-based workforce; 63% union workforce
- Commitment to invest in Native American service areas
- Commitment to supplier diversity and community outreach for job fairs and supplier opportunities
- Commitment to provide 50,000 tablet computers to students in disadvantaged communities
- Commitment to provide 50 public Wi-Fi hot spots across low-income areas
- Local engagement model means employees live, work and make decisions locally
- Committed to service quality and network investment

Frontier's California Fast Facts

- Expanding broadband to 2 million customers and passing 3 million households
- Providing FiOS to many local communities and customers
- Bringing $228 million in federal support to CA
- Expanding 25 Mbps broadband service to 400,000 households
- Delivering 10 Mbps broadband service to 190,000 households where service is currently not available
- 5,000 employees, plus adding 175 new jobs

Longstanding Commitment to Veterans

Veterans and military spouses make up 13% of our workforce

- Proud contributor to the 100,000 Jobs Mission—a nationwide effort to hire 100,000 transitioning service members or veterans by 2020—and the Honor and Remember and Joining Forces initiatives
- Offer a digital interview platform to aid transitioning service members without a traditional resume in highlighting their skills—more info at www.frontier.com/militarycareers.com
- Product and service discounts to eligible CA veterans

Frontier's Service to Veterans Awards

- Frontier named a 2015 Outstanding Employer for Service to Our Country and Community
- Frontier named a 2014 and 2015 Most Valuable Employer (MVE) for Military by CivilianJobs.com
- Frontier named a 2014 and 2015 Top 100 Military Friendly Employer by Victory Media

Your Local Team

Contact us for questions or constituent issues

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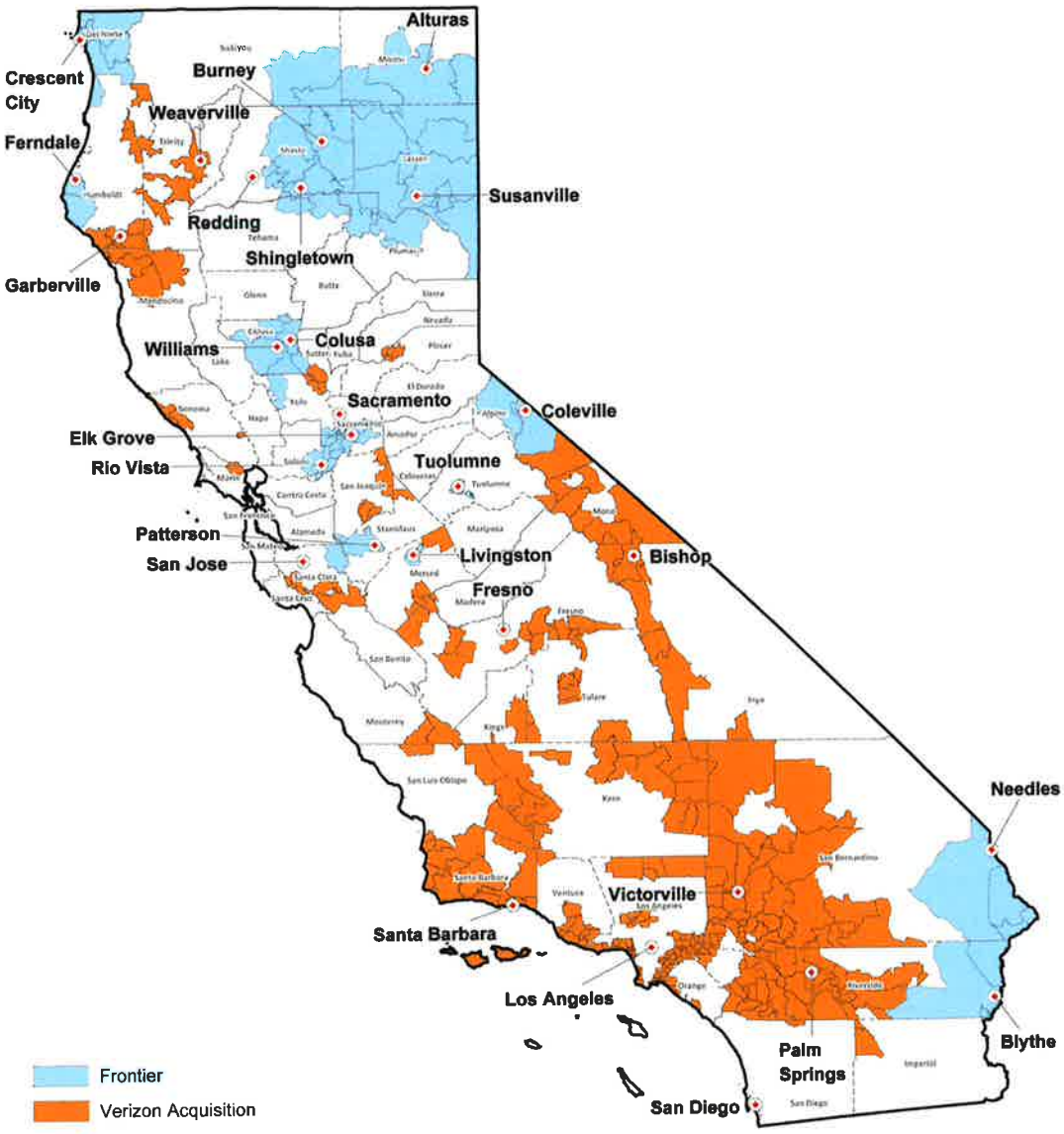
Attachment: El Centro RFP Frontier- Final 102816 (2123 : ECPD Telecommunication System Upgrade)

Frontier COMMUNICATIONS

Committed to California

Service • Jobs • Veterans

CALIFORNIA
FRONTIER AND VERIZON SERVICE AREAS



As of 02/19/2016

Your Local Team

Contact us for questions or constituent issues

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Attachment: El Centro RFP Frontier- Final 102816 (2123 : ECPD Telecommunication System Upgrade)

MiVoice Office 250

Key Benefits

- Flexible hybrid Digital IP solution that can easily scale to address an evolving business
- One Number – No more out of the office for mobile employees
- Eliminate costly out sourced audio conferencing fees
- Comprehensive suite of embedded productivity applications
- Integration to business applications
- Low cost of ownership

Overview

MiVoice Office 250, provides businesses with communications and collaboration software and services to allow the flexibility and simplicity needed to support today's competitive and ever changing business environment. MiVoice Office 250 is a fully featured, application rich communication solution which ensures staff can focus on the needs of the customers, drive efficiency across the business and help to reduce unnecessary costs often associated with delivering exceptional levels of customer service.

Whether you need a communication solution that supports digital handsets (enabling you to re-use existing wiring), a solution that delivers access for your business to the latest IP Phones and productivity enhancing UC applications, or even one that provides mobility solutions to support your employees on the go. MiVoice Office 250 is the answer.

Ideal customer profiles

Organizations within the SMB market place (up to 250 users) who have mobile workers, a need to ensure a reduction in operating costs (i.e. eliminate conferencing fees) and an enhancement to staff productivity. Current customers operate within a wide range of differing business sectors including; manufacturing, retail, healthcare, law firms, education, real estate.

Qualification Tips

1. HOW IS THE ORGANIZATION STRUCTURED?

- *Is the organization a single site business with 150 employees or less*
- *Is the organization intending to network multiple sites together*

2. IS THE ORGANIZATION LOOKING TO REDUCE COSTS IN THE FOLLOWING AREAS?

- *External hosted audio conferencing*
- *Mobility costs due to an increasingly mobile workforce*
- *Embedded applications as standard*

3. HAS THE ORGANIZATION ADOPTED CUSTOMER SATISFACTION IMPROVEMENT TARGETS?

- *Could customer responsiveness/satisfaction be improved by enabling an in-office experience for employees?*

4. IS THE ORGANISATION EXPANDING OR REDUCING REAL ESTATE?

- *How would the organization manage the provision or reduction of employees?*
- *Could mobile employees share desks to better manage real estate costs?*

Key differentiators

Business productivity applications available Out of the Box

- *Unified Voice Messaging with Automated Attendant*
- *Meet-Me & Ad-Hoc Conferencing*
- *STAR – Flexible Routing*
- *Place in Queue and Estimated Answer Time*
- *Hot Desking*
- *Twinning – One Number*
- *Remote / Home Worker*
- *Reporting*

Enhance productivity and lower costs

1. NO MORE OUT OF THE OFFICE

Ensure employees never miss important customer calls. Employees can "twin" their desk phone, with multiple devices, and enjoy a One Number in-office telephony experience from their mobile devices.

2. SIMPLIFIED ADMINISTRATION

For businesses with multi-sites the embedded Administration & Diagnostics Console enables a single administrator to monitor and manage the system from a single location.

3. ELIMINATE HOSTED AUDIO CONFERENCING FEES

Audio conferencing as standard delivers highly cost-effective and extremely flexible between employees or with customers. Removing the need for expensive outsourced conferencing costs.

4. REDUCE IT COSTS

MiVoice Office 250 provides a complete suite of productivity enhancing tools out of the box as standard. This reduces installation, maintenance and ongoing administration while also reducing office real estate is not wasted on providing room for large amounts of servers.

Mitel Phone Manager*

CALL CONTROL, PRESENCE & IM FOR MIVOICE OFFICE 250

Mitel Phone Manager makes day-to-day office communications simple by giving users complete control over their telephone from their computer. Not only will this reduce training requirements but also ensures enhanced staff productivity.

Key Features – Mitel Phone Manager

- Highlight & dial from desktop and web
- Call control from the desktop
- Call History
- Softphone (option)
- Presence
- Microsoft Outlook add-in for dialling & meet-me conference booking

ADDITIONAL RESOURCES AVAILABLE

- *MiVoice Office 250 Brochure*
- *MiVoice Office 250 Vertical Brochures – Healthcare, Education, Retail & Professional Services*
- *MiVoice Office 250 Datasheets*
- *MiVoice Office 250 Presentations – Channel Partner & Customer*
- *MiVoice Office 250 Overview Video*
- *Mitel Phone Manager Brochures*

* Availability of Mitel Phone Manager varies depending on region.

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39853-39854-343594-R1506-EN

Mitel
Powering connections | mitel.com

Mitel IP Desktop Phones and Peripherals

Flexible suite of IP phones with robust functionality for any sized office

Mitel's family of IP phones and peripherals responds to the specialized and differing requirements of users, workgroups, departments, and branches across your organization with a range of desktop devices.

Mitel
Powering connections

Attachment: El Centro RFP Frontier- Final 102816 (2123 : ECPD Telecommunication System Upgrade)

From affordable, entry-level IP phones to sophisticated network devices - including wireless handsets, Gigabit Ethernet and IP DECT connectivity accessories, conference units, and PC-based attendant consoles - Mitel has the right solution for your needs.

MiVoice 5304 IP Phone

The MiVoice 5304 is a cost-effective, entry-level display phone that provides access to the features and applications enabled by Mitel's IP-based communications platforms. A dual-mode, dual-port, two-line phone with a 40-character backlit display, the MiVoice 5304 IP Phone is specifically suited to areas where a small footprint is required, such as cruise ship cabins, hotel guest room phones, university dorms, classrooms or beside a cash register in a retail environment.

MiVoice 5312 IP Phone

The MiVoice 5312 is an enterprise-class dual-mode and dual-port IP Phone that provides intuitive access to sophisticated call handling and converged applications. With multiple lines, a full-duplex speakerphone, 40-character backlit display, and user-programmable access to features and applications, the 5312 IP Phone is ideal as a teleworker phone.

MiVoice 5324 IP Phone

The MiVoice 5324 is a feature rich, multi-line IP phone with full duplex handsfree operation. Designed for users who change their telephone feature set to match their changing needs. It provides superb call handing and user-programmable access to advanced voice communications, IP-based applications and services.

MiVoice 5320 IP Phone

An economical, entry-level, self-labeling enterprise phone with a large graphics display and built in speakerphone, the 5320 IP Phone is specifically designed to deliver productivity and customer-enhancing applications and services to the user desktop. Offering features for unified communications, speech recognition, PC integration, contact center, and remote voice and data applications, the MiVoice 5320 is ideal for enterprise executives, managers, and employees, and can be used as an ACD agent, as a supervisor phone, or as a teleworker phone.

Attachment: El Centro RFP Frontier- Final 102816 (2123 : ECPD Telecommunication System Upgrade)

MiVoice 5330e IP Phone

This full-featured, enterprise-class IP phone with embedded Gigabit support provides a large backlit display, 24 programmable and self-labeling keys, superior wideband audio, and a built-in HTML toolkit for desktop applications development. Desktop applications, including Mitel Unified Communicator Express (UCX), MiCollab Client, and Mitel Live Directory, increase worker productivity by providing tighter integration between desktop devices and existing business tools. The 5330e IP Phone is ideal for enterprise executives, managers, and employees, and can be used as an ACD agent, as a supervisor phone, or as a teleworker phone.

MiVoice 5340e IP Phone

The MiVoice 5340e is an executive-class IP Phone with embedded Gigabit support, wideband audio, and a built-in HTML toolkit for desktop applications development. The MiVoice 5340e offers a large backlit display with 48 programmable, self-labeling keys and six intuitive call state-sensitive softkeys. The 5340e IP Phone is ideal for any enterprise executive or manager, hot desk users, teleworkers, and contact center agents and supervisors.

MiVoice 5360 IP Phone

The MiVoice 5360 IP Phone features a stunning, large, color touch display to graphically deliver rich applications right to your desktop. The MiVoice 5360 offers dual gigabit Ethernet ports and 48 programmable, multi-function self-labeling keys. Embedded applications and an HTML Desktop Toolkit support customized applications development delivered directly to the touch display. The user-friendly MiVoice 5360 is equipped with a Gadget Sidebar to enable one-touch access to embedded or internet-based content and applications. The MiVoice 5360 IP Phone is ideal for any employee, enterprise executive or manager, teleworker, and contact center supervisor.

Attachment: El Centro RFP Frontier- Final 102816 (2123 : ECPD Telecommunication System Upgrade)

Mitel SIP-DECT - Single Cell

This unique accessory offers unprecedented convenience and the freedom/mobility for users to move away from their desk within their office or adjacent office. The Mitel RFP 112 IP Single Base Station and the Mitel 112 DECT Phone provides users with SIP call processing functionality on a sleek, cordless handset with a vibrant color illuminated display. It is the ideal mobility solution for the retail, healthcare and educational verticals, in addition to small, medium and enterprise business markets.

MiVoice Conference Phone

MiVoice Conference Phone is the next evolution in audio conferencing phones. Through its innovative design, your business will not only experience high definition audio quality and superior far end voice clarity, but is provided with an easy way to share collaboration sessions with others in the room — all via a single, compact solution. MiVoice Conference Phone is perfect for businesses of any size; it easily addresses the needs of a wide variety of meeting spaces - from the personal office to the Executive Boardroom.

Mitel Gigabit Ethernet Stand

Ideal for users with high bandwidth requirements, The Mitel Gigabit Ethernet Stand delivers the latest advancements in Gigabit Ethernet connectivity for supported IP phones in a cost-effective manner. This unique peripheral device easily attaches to compatible MiVoice IP phones in the form of a phone stand and provides a Gigabit Ethernet LAN port to connect to the Gigabit switch, a Gigabit Ethernet PC port, and a 10/100 MB Ethernet connection to the IP Phone. The Mitel Gigabit Ethernet stand protects your capital investment by enabling your IP phones to migrate as your network evolves.

Mitel Line Interface Module

The Line Interface Module allows the connection of an analog line to Mitel IP Phones to enable local line selectability, emergency call diversion for remote workers, or failover capability for IP phones. It is ideal for remote teleworkers or users requiring phone access in the event of LAN failures. The patented Line Interface Module enhances Mitel's Teleworker service and extends Mitel's resiliency strategy for IP communications from the core of the network to the desktop.

Attachment: El Centro RFP Frontier- Final 102816 (2123 : ECPD Telecommunication System Upgrade)

Mitel Programmable Key Modules

Mitel Programmable Key Modules (PKMs) allow users to add 12- or 48-button modules to monitor and manage multiple lines beyond the capacity of the IP Phone. The PKMs can easily add up to 96 buttons to the existing phone's keys and are supported across a range of IP Phones.

Mitel Cordless Accessories

Mitel's Cordless (DECT) Module and Bluetooth® Module are unique accessories that offer unprecedented convenience and corridor mobility for supported Mitel IP Phone users. DECT Cordless Handsets and Headsets allow the user to have personal area mobility with a range of up to 300 feet from their desk within their office or adjacent offices. Third-party Bluetooth multipoint headsets can be used with both a Mitel IP Phone and a user's cell phone, augmenting Mitel's mobility solution for users who want to leverage Mitel's Dynamic Extension capability.

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MiVoice 5300 Series IP Desktop Phones Feature Matrix

For your convenience, here is a matrix of the current MiVoice 5300 IP Phone series that allows you to compare the features and functionality of each IP phone at a glance.

Physical Components	5304 IP Phone	5312 IP Phone	5324 IP Phone	5320 / 5320e IP Phone	5330e IP Phone	5340e IP Phone	5360 IP Phone
Desk / Wall Mountable	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Desk / Wall Mount Stand	Not Included	Included	Included	Included	Included	Included	Included
5300 Series Handset	Yes	Yes	Yes	Yes (Wideband on 5320e)	Yes (Wideband)	Yes (Wideband)	Yes (Wideband)
Length of Handset Cord	3 m/10'	3 m/10'	3 m/10'	3 m/10'	3 m/10'	3 m/10'	3 m/10'
LAN Ports	2(10/100)	2(10/100)	2(10/100)	5320: 2(10/100) 5320e: 2 (10/100/1000)	2 (10/100/1000)	2 (10/100/1000)	2 (10/100/1000)
Ethernet Cable (2 m / 7')	Included	Included	Included	Included	Included	Included	Included
Compression Support	G.711, G.729a	G.711, G.729a	G.711, G.729a	G.711, G.729a, G.722.1 (5320e only)	G.711, G.729a, G.722.1	G.711, G.729a, G.722.1	G.711, G.729a, G.722.1
Wideband Audio	No	No	No	5320: No 5320e: Yes	G.722.1	G.722.1	G.722.1
Voice QoS (802.1p/q)	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Encryption	128 bit AES1	128 bit AES1	128 bit AES1	128 bit AES1	128 bit AES1	128 bit AES1	128 bit AES1
802.1x Support	Yes	Yes	Yes	Yes	Yes	Yes	Yes
CLASS B Support	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Headset Jack	No	Yes	Yes	Yes	Yes	Yes	Yes
MTBF Rate (Years)	46.0	46.0	38.7	57.2	57.2	56.2	50.0

Attachment: El Centro RFP Frontier- Final 102816 (2123 : ECPD Telecommunication System Upgrade)

Peripherals Support	5304 IP Phone	5312 IP Phone	5324 IP Phone	5320 / 5320e IP Phone	5330e IP Phone	5340e IP Phone	5360 IP Phone
Cordless (DECT) Handset / Headset	No	No	No	No	Yes	Yes	Yes
Bluetooth Module / Handset	No	No	No	No	Yes	Yes	Yes
Line Interface Module	No	No	Yes	No	Yes	Yes	Yes
Programmable Key Module	No	No	Yes	No	Yes	Yes	Yes
Gigabit Ethernet Stand	No	Yes	Yes	5320: Yes 5320e: No (embedded functionality)	No (embedded functionality)	No (embedded functionality)	No (embedded functionality)
5610 IP DECT Handset / IP DECT Stand	No	Yes	Yes	Yes	Yes	Yes	Yes

Powering Options	5304 IP Phone	5312 IP Phone	5324 IP Phone	5320 / 5320e IP Phone		5330e IP Phone	5340e IP Phone	5360 IP Phone
Ethernet / AC Power Adaptor Support (48 V DC LAN Power)	Yes	Yes	Yes	Yes		Yes	Yes	Yes
802.3af Powerover-Ethernet Compliant	Yes	Yes	Yes	Yes		Yes	Yes	Yes
Power Consumption (10/100)				**5320**	**5320e**			
Idle	2.03W	2.43W	2.43W	3.2W	3.9W	3.9W	3.9W	4.2W
Typical	2.88W	3.23W	3.23W	4.3W	4.3W	4.8W	4.8W	7.4W
Maximum	3.45W	3.87W	3.87W	5.3W	5.3W	5.8W	5.8W	7.9W
Power Consumption (Gb Mode)	N/A	N/A	N/A	(5320e only)				
Idle				4.2W		4.2W	4.2W	4.8W
Typical				5.0W		5.5W	5.5W	8.6W
Maximum				5.5W		6.1W	6.1W	9.2W
Cisco® (Pre-standard) Power Dongle	No	No	No	No		No	No	No

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Display	5304 IP Phone	5312 IP Phone	5324 IP Phone	5320 / 5320e IP Phone	5330e IP Phone	5340e IP Phone	5360 IP Phone
Color	No	No	No	No	No	No	Yes
Illumination	Reflective Backlit White	Reflective Backlit White	Reflective Backlit White	Reflective 5320: Non-backlit 5320e: Backlit White	Transmissive FSTN with White LED Backlight	Transmissive FSTN with White LED Backlight	Transmissive FSTN with White LED Backlight
Size (Diagonal)	2 Lines x 20 Characters	2 Lines x 20 Characters	2 Lines x 20 Characters	15 cm (6 in)	15 cm (6 in)	15 cm (6 in)	17.8 cm (7 in)
Number of Pixels (w x h)	160 X 28	160 X 28	160 X 28	160 x 320	160 x 320	160 x 320	480 x 800
Pixel Size	.43 x .43 mm	.43 x .43 mm	.43 x .43 mm	.37 x .40 mm	.37 x .40 mm	.37 x .40 mm	.19 x .19 mm
Contrast Adjust	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Brightness Adjust	No	No	No	N/A	Yes	Yes	Yes
Brightness Adjust	No	No	No	N/A	Yes	Yes	Yes
Auto Dimming	Yes	Yes	Yes	N/A	Yes (Programmable)	Yes (Programmable)	Yes (Programmable)
Backlight Off Capability	No	No	No	No	Yes (Screensaver)	Yes (Screensaver)	Yes

Indicators	5304 IP Phone	5312 IP Phone	5324 IP Phone	5320 / 5320e IP Phone	5330e IP Phone	5340e IP Phone	5360 IP Phone
Feature / Line Appearance LEDs	2	12	24	8	24	48	48
Softkey LEDs	0	0	0	0	3	6	6
Hold	No	Yes (Flashes orange)	Yes (Flashes orange)	Yes (Flashes orange)	Yes (Flashes orange)	Yes (Flashes orange)	Yes (Flashes orange)
Hold Button	No (Definable)	Red	Red	Red	Red	Red	Red
Line LED Color	Orange	Orange / Green	Orange / Green	Orange / Green	Orange / Green	Orange / Green	Orange / Green
Ringer LED	Orange	Orange	Orange	Orange	Orange	Orange	Orange
Microphone / Mute LED	No	Orange	Orange	Orange	Orange	Orange	Orange
Message Waiting LED	Orange	Orange	Orange	Orange	Orange	Orange	Orange

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Function Keys	5304 IP Phone	5312 IP Phone	5324 IP Phone	5320 / 5320e IP Phone	5330e IP Phone	5340e IP Phone	5360 IP Phone
Programmable Feature Keys	8	12	24	8	24	48	48
Self-labeling Feature Keys	No	No	No	Yes	Yes	Yes	Yes
Fixed Feature Keys	2	10	10	12	12	13	10
Softkeys	0	0	3	3	3	6	6
Multiline	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Hold	No (Definable)	Yes	Yes	Yes	Yes	Yes	Yes
Redial	No (Definable)	Yes	Yes	Yes	Yes	Yes	Yes
Cancel	No (Definable)	Yes	Yes	Yes	Yes	Yes	Yes
Volume Up / Down Keys	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Ringer Up / Down Keys	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Message Key	No (Definable)	Yes	Yes	Yes	Yes	Yes	Yes
Transfer / Conference Key	No (Definable)	Yes	Yes	Yes	Yes	Yes	Yes
Call Forward (On / Off) Key	No (Definable)	Yes (Definable)	Yes (Definable)	Yes (Softkey)	Yes (Softkey)	Yes (Softkey)	Yes (Softkey)
Menu Key	No	Yes	Yes	Yes	Yes	Yes	Yes
Phonebook / Directory Key	No (Definable)	Yes (Via Menu Key)	Yes (Via Menu Key)	Yes (Via Menu Key)	Yes (Via Menu Key)	Yes (Via Menu Key)	Yes
Mute Key	No	Yes	Yes	Yes	Yes	Yes	Yes
Speakerphone Key	No	Yes	Yes	Yes	Yes	Yes	Yes
Programming Key / Superkey	No (Definable)	Yes	Yes	Yes (Via Menu Key)	Yes (Via Menu Key)	Yes (Via Menu Key)	Yes (Via Menu Key)

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Acoustic Functions	5304 IP Phone	5312 IP Phone	5324 IP Phone	5320 / 5320e IP Phone	5330e IP Phone	5340e IP Phone	5360 IP Phone
Ringing Volume Adjust	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Handset Volume Adjust	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Hands-free Speakerphone	No	Yes	Yes	Yes	Yes	Yes	Yes
Hands-free: Half Duplex or Full Duplex	None	Full Duplex	Full Duplex	Full Duplex	Full Duplex	Full Duplex	Full Duplex
Wideband Audio Hardware (7 kHz)	No	No	No	Yes (5320e only)	Yes	Yes	Yes
On-Hook Dialing	No	Yes	Yes	Yes	Yes	Yes	Yes
On-Hook Call Announce (Paging Receive Capability)	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Off Hook Call Announce	No	Yes	Yes	Yes	Yes	Yes	Yes
Amplified Receive >12dB	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Hearing Aid Compatible (HAC) Handset	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Ring Warble / Pitch Adjust	Yes	Yes	Yes	Yes	Yes	Yes	Yes

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Embedded Applications	5304 IP Phone	5312 IP Phone	5324 IP Phone	5320 / 5320e IP Phone	5330e IP Phone	5340e IP Phone	5360 IP Phone
Brightness (On, Off, Adjust)	N/A	N/A	N/A	N/A	Yes	Yes	Yes
Call Forward (Quick)	N/A	N/A	N/A	Yes	Yes	Yes	Yes
Call History (50 Entries)	No	No	No	Yes	Yes	Yes	Yes
Conference Controller	No	No	No	No	Yes	Yes	Yes
Cordless	No	No	No	No	Yes	Yes	Yes
Help	No	No	No	Yes	Yes	Yes	Yes
HTML	No	No	No	Yes	Yes	Yes	Yes
People (50 Entries)	No	No	No	No	No	Yes	Yes
Settings	No	No	No	Yes	Yes	Yes	Yes
Screensaver	No	No	No	No	Yes	Yes	Yes
Visual Voice Mail (Embedded Messaging)	No	No	No	No	Yes	Yes	Yes
Visual Voice Mail (Mitel NuPoint Unified Messaging™)	No	No	No	No	Yes	Yes	Yes

Value Added Applications	5304 IP Phone	5312 IP Phone	5324 IP Phone	5320 / 5320e IP Phone	5330e IP Phone	5340e IP Phone	5360 IP Phone
Intelligent Directory	No	No	No	Yes	Yes	Yes	Yes
Live Content Suite	No	No	No	Yes	Yes	Yes	Yes
Live Applications Builder	No	No	No	No	Screensaver only	Screensaver only	Yes
Unified Communicator Express (UCX)	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Unified Communicator Advanced (UCA)	Yes	Yes	Yes	Yes	Yes	Yes	Yes

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Minimum System / Software Requirements	5304 IP Phone	5312 IP Phone	5324 IP Phone	5320 / 5320e IP Phone	5330e IP Phone	5340e IP Phone	5360 IP Phone
MiVoice Business	3300 Release 9.0 (UR1) or later	3300 Release 9.0 (UR1) or later	3300 Release 9.0 (UR1) or later	5320: MCD Release 4.0 SP1 or later 5320e: Release 5.0 SP2 or later	Release 5.0 SP2 or later	Release 5.0 SP2 or later	MCD Release 4.0 SP1 or later
MiVoice Office	Release 3.2 or later	Release 3.2 or later	Release 3.2 or later	5320: Release 3.2 or later 5320e: Release 5.1 or later	Release 5.1 or later	Release 5.1 or later	Release 4.0 or later
Mitel SX-200 IP Communications Platform (ICP)	Release 4.0 (UR5) or later	Release 4.0 (UR5) or later	Release 4.0 (UR5) or later	Not Supported	Release 4.0 (UR3) or later	Release 4.0 or later	Not Supported
SIP Software Platform	SIP Release 7.2 or later	SIP Release 7.2 or later	SIP Release 7.2 or later	SIP Release 8.0 or later	SIP Release 8.0 or later	SIP Release 8.0 or later	Not Supported
Teleworker Platform (MiVoice Border Gateway)	Release 5.2 SP1 or later	Release 5.0 or later	Release 5.0 or later	5320: Release 5.2 SP1 or later 5320e: Release 7.1 or later	Release 7.1 or later	Release 7.1 or later	Release 5.2 SP1 or later
HTML Toolkit	Release 2.2 or later	Release 2.2 or later	Release 2.2 or later	Release 2.2 or later	Release 2.2 or later	Release 2.2 or later	Release 2.1 or later

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961121-R1603-EN

Mitel MiVoice 8568 Telephone

The ultimate technology for professional productivity

Key Features

- Six-line x 16-character alphanumeric display with eight (8), menu-driven, context-sensitive softkeys
- 16 programmable multi-function keys
- 10 hard function keys
- Customizable Do-Not-Disturb (DND) messages

Compatible with the Mitel® MiVoice Office (formerly Mitel 5000 Communications Platform), the Mitel MiVoice 8568 Telephone is perfect for users who require efficient call processing capabilities.

This powerful digital telephone features a six-line by 16-character display with eight menu-driven softkeys, which intuitively guide users through system features and capabilities. The ideal small or medium business phone, the MiVoice 8568 Telephone has a large message waiting lamp in the upper right hand corner that is visible from all angles, 16 programmable keys with LED indication and 10 function keys that allow one-touch operation for the most commonly used telephony functions or settings. Equipped with both speakerphone capability and a dedicated headset jack, the MiVoice 8568 Telephone is designed to enhance productivity.

Unified Communications Support

When used with Mitel Unified Communicator® (UC) Express or Mitel MiCollab Client (formerly Mitel Unified Communicator® (UC) Advanced) applications, the MiVoice 8568 Telephone becomes a powerful communications tool that helps customers streamline communications between people and organizations. This leads to improved productivity, enhanced customer service, reduced costs, and ultimately improved business process integration.

Scalable Functionality

The MiVoice 8568 Telephone integrates with the Mitel Programmable Key Module (PKM) 12 and Mitel Programmable Key Module (PKM) 48 for easy addition of quick access function keys.

Features

- *Six-line x 16-character alphanumeric display with eight, menu-driven, context-sensitive softkeys*
- *16 programmable multi-function keys with LED indicators*
- *10 hard function keys: Mute, Speaker, Volume Up / Down, Directory, Feature, Redial, Hold, Transfer, Message*
- *Support for optional 12 and 48 button Programmable Key Modules*
- *Hands-free operation (half-duplex)*
- *Dedicated headset jack*
- *Speed Calling (System / Station)*
- *Intercom Calling*
- *Emergency Calling*
- *Call Hold (Place / Retrieve)*

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- *Call Transfer*
- *Conference Calling*
- *Call Waiting*
- *Do Not Disturb*
- *Call Forward (Manual / Automatic)*
- *Voice mail notification – large message waiting lamp*
- *Message handling (View / Reply)*
- *Direct page / Group page*
- *Group Listen*
- *Last number redial*
- *Reminder Messages*
- *Call Logging (up to 20 entries)*
- *Store up to 10 station (personal) Speed Dial numbers*
- *Hearing Aid Compatible handset*
- *Wall mountable*
- *Two-position, 35 degree tilting stand for better viewing angle*
- *12-button Alphanumeric Dial Pad*
- *Easily customize Do-Not-Disturb (DND) messages such as "In a meeting until 2:00," "Leave a message" or "On Vacation Until"*

Advanced Features

- *Adjust Volume Levels: Provides multiple levels of volume for speaker, ringer, handset and headset*
- *Select a Ring Tone*
- *Enable Background Music*
- *Enable Automatic Call Answer*
- *Change the Display Language*
- *Return Phone to Default Operation*
- *Use Record-A-Call*
- *Enable Paging*
- *Place a Page Announcement*
- *Program Feature Buttons*
- *Program Direct Station Select (DSS) Keys*
- *Program Secondary Extension Keys*
- *Use Accounting Codes*
- *Enter a Remote Access Password*
- *Remote Feature Access*

Technical Specifications

MAXIMUM LOOP LENGTH

1,200 ft (366 meters)

ENVIRONMENTAL

Operating temperature	Operating humidity	Storage temperature	Storage humidity
» +4°C to +49°C	» 34% at +49°C, 95% at 29°C	» -40°C to +70°C	» 15% at +70°C, 95% at 29°C

REGULATORY APPROVALS

EMC	Safety	TELECOM
» CANADA: ICES-003 (CLASS B) » USA: CFR TITLE 47, PART 15 (CLASS B) » EU: EN55024: 1998 + A1: 2001 + A2:2003, EN55022: 2006 + A1: 2007 (CLASS B), EN 61000-3-2: 2006, EN 61000-3-3: 1995 + A1: 2001 + A2: 2005, EN 61000-4-2: LEVEL 4	» CANADA: CSA C22.2 NO. 60950-1 » USA: UL 60950-1-07, Second Edition ANSI / NFPA 70, "National Electrical Code" » EU: EN 60950: 2006	» CANADA: CS03 Part V (hearing aid compatible) » USA: FCC Part 68 (CFR 47) (hearing aid compatible) US Americans with Disabilities Act (ADA) (HAC and Volume Control)

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TELEPHONY

Powering Phone Rate	PKM	Consumption	Size (L x W x H)	Weight	MTBF
» Line powered from the digital loop interface	» Output: 24 Vdc » Input: 110 V 50-60 Hz 220 V 50 Hz	» 1 W	» 9.1" x 7.5" x 3.5" (23cm x 19cm x 9cm)	» 1.65 lbs (0.75 kgs)	» 10 years

System Requirements

- *MiVoice Office – Release 3.2 or higher (formerly Mitel 5000 Communication Platform (CP))*

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8650-16702-123456-KG0914-EN

Communication Service

Centralised Mitel Phone Manager control

Overview

Communication Service is the central element to a Mitel Phone Manager implementation on the MiVoice Office. Although its primary role is to provide real time information to Mitel Phone Manager clients, it also provides a range of serverside features to benefit the end-user.

Mitel Phone Manager control

To ensure easy management of Mitel Phone Manager clients, Communication Service offers a range of profiles and individual settings to allow the central assignment and configuration of client features.

User License Profiles, Call Banner Profiles, Toolbars, Macros and more, can all be assigned centrally by an administrator using the Communication Service web based UI. This keeps administration of the system simple and reduces the need to visit individual users to re-configure.

Active directory integration

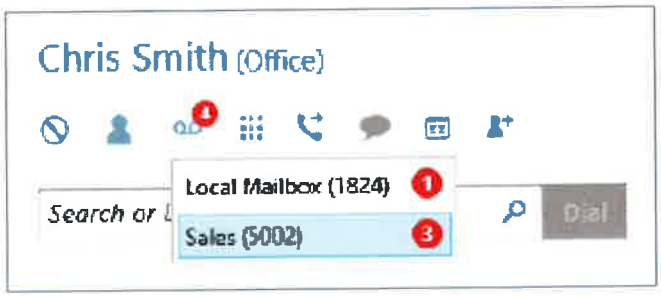
Communication Service Business Units can be quickly defined and easily linked to an Active Directory Organizational Unit. Users will be automatically imported into the correct structure from Active Directory (AD) and will automatically appear in the right department on the Mitel Phone Manager application. A user's assigned endpoint and / or agent ID can be mapped through using AD fields to minimize the administration task for IT.

Alarm notification

To maximize system uptime and make the right people aware when something is wrong, Communication Service provides real-time updates on phone system alarms via email or modal pop-ups to Team Leader users. So when anemergency call is made or when a trunk line fails immediate action can be taken.

Group mailbox notification

In normal operation, the MiVoice Office will notify a single device about outstanding voicemail messages. Communication Service builds on this functionality to notify multiple devices based on hunt group membership. This means every member of a Sales or Support group for example can get notification of customer messages as a group as soon as the message is left.



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Directory import

Communication Service provides data links to any ODBC or OLEDB compliant database so that customer and contact data can be imported directly into the system.

This is key to providing Mitel Phone Manager users with up to date information on clients in real time. When linked with call banner profiles, users get notification of a caller's status before the call is answered. Users can search for and dial customers dynamically using the directory lookup feature.

Key features

- *Centralized management of Mitel phone manager users*
- *Organize permissions and real-time presence using the built in business unit structure*
- *Automatically create users based on active directory ou mapping*
- *Real-time alarm notification to phone manager team leader users and via email*
- *Voicemail notification by hunt group*
- *OLEDB & ODBC directory links to dynamically import contact records*

Key benefits

- *Minimized administration through centrally managed Mitel phone manager profiles & active directory Integration*
- *Real-time notification of phones system alarms*
- *Group based voicemail notification to ensure fast responses for your customers*
- *Direct links to your CRM directories to give users visibility of who is calling*
- *Display customer's status information directly from a CRM database on a Mitel phone manager user's call banner*
- *Delegate administrative tasks on the communication service website through the use of extensive security policies*

OPERATING SYSTEM REQUIREMENTS

- Windows 7, 8, 8.1 (Professional) 32/64-bit
- Windows Server 2008 SP2, 2008 R2 (Standard / Enterprise / Datacenter) 32/64-bit
- Windows Server 2012 (Standard / Enterprise / Datacenter) 64-bit
- VMWare & Hyper-V Environments Supported

SERVER REQUIREMENTS

- CPU: Minimum: AMD Opteron, AMD Athlon 64 X2, Intel Xeon with Intel EM64T support, Intel Core 2 Duo
- RAM: Minimum: 2GB, Recommended: 4GB
- Network: Static MAC Address, IPv4, 100Mb/1Gb
- .Net Framework: 3.5 & 4 Extended
- Disk Space: Minimum: 40GB free space

MIVOICE OFFICE REQUIREMENTS

- System OAI Call Control & 3rd Party Events enabled
- Mitel CT Gateway Required for Multi-Node implementations
- IP Based OAI connection
- Support for all versions of MiVoice Office and all versions of CS5000

• UPGRADE OPTIONS

- Multi-Node License
- IP SMDR

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6705-16398-328495-R1430-US-EN

Mitel Phone Manager

Release 4.2, Licence comparison

Feature	Outlook	Professional	Team Leader
Call control (up to 4 calls)	•	•	•
Highlight & Dial	•	•	•
Desktop presence	•	•	•
Call History	•	•	•
Do not disturb & Forward control	•	•	•
Hot Desk Control	•	•	•
Instant Messaging (chat)	•	•	•
Personal Directory	•	•	•
Call Recorder Playback *	•	•	•
Group Mailbox Notification	•	•	•
Hot Keys	•	•	•
Call banners including profles	•	•	•
Softphone †	•	•	•
UCD Control	–	•	•
ACD Agent Control ‡	–	•	•
Integrated Toolbar	–	•	•
Full Toolbar	–	•	•
TAPI (1st Party)	–	•	•
Macros	–	•	•
Application Support	Outlook Only	•	•
API Access (.NET/VB)	–	•	•
Alarm Notification	–	–	•
Hunt Group Status	–	–	•
3rd Party ACD, DND & FWD Control	–	–	•
Silent Monitoring	–	–	•

* Requires Xarios Call Recorder 3.0 or above
† Requires add-on licence, also includes integrated toolbar
‡ ACD Agent not supported when using Softphone

Mitel
Powering connections

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100% U.S.-Based Workforce

TAB F

Section 6 – Frontier Attachments

- Frontier Service Agreement
- Equipment, Purchase Install Maintenance Schedule

Frontier BUSINESS EDGE

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Frontier COMMUNICATIONS

FRONTIER SERVICES AGREEMENT

Frontier Confidential

This Frontier Services Agreement ("FSA") is effective as of _____ _____, 20_____ ("Effective Date"), by and between Frontier Communications of America, Inc. on behalf of itself and its affiliates which provide Equipment and Services identified in the Schedules ("Frontier"), and Fill in Customer's legal name here, whose primary address is Fill in Customer's full address here w/city, state, zip ("Customer").

This document incorporates the complete Frontier Services Agreement terms and conditions at http://www.Frontier.com/FSA as an integral part of the agreement (collectively, the "FSA").

Provision of Services and Equipment

Frontier will provide and the Customer agrees to pay for the communications, installation and maintenance services (collectively **"Service"**), and/or purchase or lease equipment ("**Equipment**"), described in this FSA and Schedules issued by Frontier and executed by Customer.

Customer acknowledges that certain Services may be governed by tariff or price schedule filed with the Federal Communications Commission and/or the state public utilities commission. In the event of any inconsistencies between this FSA and an applicable tariff, the tariff shall control except with respect to pricing, early termination charges or cancellation charges for which this FSA shall control.

Term

The term of this FSA will commence as of the date identified in the introductory paragraph above or the date the FSA is executed by both Parties, whichever is later (the "Effective Date") and will continue through the Service Term with respect to any Service or Equipment provided pursuant to this FSA. Customer will purchase the Services, or lease Equipment, identified in each Schedule for the period of time stated in the Schedule (the **"Service Term"**). If neither party provides the other with written notice of its intent to terminate a Service at least sixty (60) days prior to expiration, the Service Term of each Service will automatically renew for additional one-year periods, subject to the terms and conditions of this FSA and at the then applicable one-year term rate, excluding promotional rates. If the parties agree to negotiated renewal terms, such terms will not be effective unless and until documented in writing and executed by both parties.

Payment

Customer shall pay all charges set forth in the Schedules and in applicable tariffs during the Service Term. Frontier will invoice Customer any non-recurring charges ("NRC"), monthly recurring charges ("MRC"), and usage based charges.

In addition to the applicable charges set forth in the tariffs and Schedules, Customer shall pay all applicable federal, state or local sales, use, privilege, gross receipts, utility, value added, excise or other taxes (excluding taxes based on Frontier's net income), or any charges in lieu thereof, and any applicable surcharges or fees, whether government mandated or Frontier initiated in the amounts applicable at the time of billing. Customer shall also be responsible for third party charges and penalties incurred as a result of Customer's use of the Services or Equipment.

Cancellation and Early Termination Charges

If Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment, Customer shall pay a cancellation charge equal to the NRC and one (1) month of MRC for the Service, plus the total costs and expenditures of Frontier in connection with establishing the Service prior to Frontier's receipt of notice of cancellation, including but not limited to any Equipment restocking fees.

Following installation, Customer may terminate a Service or Equipment by providing at least thirty (30) days prior written notice to Frontier. All unpaid amounts shall be due upon termination of any Service identified in a Schedule for any reason. In addition, and unless otherwise specifically provided in the applicable Schedule, if any Service or Equipment is terminated by Customer for any reason other than breach by Frontier or by Frontier due to Customer's breach, then Customer shall pay Frontier a termination charge equal to the applicable MRC and all related taxes and surcharges multiplied by the number of months remaining in the Service Term. Partial months shall be prorated.

Customer agrees that Frontier's damages in the event of early termination will be difficult or impossible to ascertain, and that the charges identified in this FSA are intended to establish liquidated damages in the event of termination and are not intended as a penalty.

Dispute Resolution

Except as otherwise specifically provided in or permitted by this FSA, all disputes arising in connection with this FSA shall first be resolved through good faith negotiation. If, after negotiating in good faith for a period of ninety (90) calendar days, or any agreed further period, the parties are unable to resolve the dispute, then each party may seek resolution by exercising any rights or remedies available at law or in equity. Customer and Frontier agree that each may only bring claims against the other in an individual capacity and not as a plaintiff or class member in any purported class, representative, or private attorney general proceeding.

Authorization and Entire Agreement

Each party represents that the person executing this FSA is authorized to enter into this FSA on its behalf. This FSA, the terms and conditions, including the Limitation of liability, warranty, indemnification, breach and other terms and conditions, at http://www.Frontier.com/FSA, and any Schedules executed by the parties constitute the entire agreement between the parties pertaining to the subject matter herein and supersedes all prior oral and written proposals, correspondence and memoranda with respect thereto. This FSA may not be modified, amended or supplemented except by written agreement signed by an authorized representative of each party.

Frontier Communications of America, Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Contractual Notice: Frontier Communications
111 Field Street
Rochester, NY 14620
Attn: Legal Department

Insert Customer Full Legal Name

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Contractual Notice: address above

Attn: Legal Department

Attachment: El Centro RFP Frontier- Final 102816 (2123 : ECPD Telecommunication System Upgrade)

EQUIPMENT PURCHASE, INSTALLATION, MAINTENANCE SCHEDULE
Business
Frontier Confidential

This is Schedule Number to the Frontier Services Agreement dated **Select Month** , 20 **("FSA")** by and between **insert customer name** ("Customer") and **Frontier Communications of America, Inc.** on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Customer Information:

Installation Site:	street address, city, state zip code	**Schedule Date:**	**select**	**, 20**
Billing Address:	street address, city, state zip code	**Requested Install Date:**	**select**	**, 20**
Single Point of Contact ("SPOC"):		**Phone:**	**-**	**-**

Equipment Purchase and Installation Services:	**Payment**
Equipment and associated products specifically identified in **Attachment 1**	$
Installation Services as specified in **Attachment 2: Scope of Work ("SOW")** (including adjustments from Section 6 of Attachment 2, if applicable)	$
Total Payment:	**$**
Payment Schedule:	100% on Acceptance

Frontier reserves the right to invoice Customer for all costs incurred, if Installation Services are stopped, delayed, or rescheduled for more than 45 days, whether due to a request by Customer or as a result of a failure of Customer to meet the responsibilities outlined in Attachment 2.

* **9-1-1 Equipment Payment Plan**: 25% on mutual execution of this Schedule, 50% on shipment of Equipment, and 25% upon Acceptance.

Maintenance Services: as further described in **Attachment 3**	**Payment Amount** monthly, annually or pre-paid based on selected Payment Schedule
select maintenance plan for the Equipment purchased pursuant to this Schedule.	$
Software Assurance	$
Monitoring & Notification	$
On-Site Technician – full time	$
On-Site Technician – part time (hours/)	$
Voice Mail Systems	$
Overhead Paging Systems	$
Call Center Systems	$
Payment Notes: **Maintenance Service Total:**	**$**
Payment Schedule:	**select**
Service Term:	**select a term**

Lease/Financing Option: **NO** ☒
YES ☐ (if checked **the Payment Schedule will be 100% on Acceptance**, and the following terms apply)

Customer has entered into a financing agreement with <insert lendor's full legal name> ("Lender"). Frontier will exercise commercially reasonable efforts to cooperate with Lender, and will accept Lender's payment pursuant to this Schedule on Customer's behalf. Upon Frontier's receipt of payment in full for the Equipment from Lender, Customer shall have no further interest in, or right to the Equipment except such interest as is set forth in any financing agreement between Customer and Lender. Notwithstanding the foregoing, Customer acknowledges and agrees that it is solely responsible to Frontier for the terms and conditions of this Schedule and Frontier is not responsible for, and bears no risk with respect to such financing agreement, including but not limited to Lender's approval or rejection of Customer's creditworthiness, or the performance under any such financing agreement by any party thereto. In the event Lender does not approve or otherwise fails to assume responsibility for payment, Customer will remain responsible to Frontier for all of the terms and conditions (including but not limited to charges) outlined in this Schedule.

1. Acceptance. Customer will execute a certificate of acceptance ("COA") upon Frontier's completion of installation activities, or the Equipment will be deemed accepted five (5) days following Frontier's completion of installation activities if Customer has not notified Frontier of a material problem related to such Equipment or the Installation Services identified in the SOW ("Acceptance"). Customer will sign the COA if Customer has beneficial use of the Equipment. If there are minor pending items, the COA will be signed with a list of exceptions (punch list), and Frontier will follow up on the punch listed items in a timely manner following the Acceptance. The Service Term for Maintenance Services begins on the date of Acceptance.

2. Manufacturer Requirements. Customer acknowledges and agrees that the Equipment and Services provided by Frontier hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors, and **all applicable licenses are subject to the manufacturer's end user license terms and conditions**.

3. Title. Frontier retains title to the Equipment until the NRCs identified above are paid in full. Customer grants a security interest in the Equipment to Frontier, pending full payment, and shall take all additional measures necessary to perfect such security interest at Frontier's request.

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4. Warranty.

a. Equipment. All Equipment is warranted pursuant to the applicable manufacturer's standard warranty provisions, as outlined in the documentation packaged with the Equipment. This Schedule shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by Frontier or the third party manufacturers. Customer agrees that Frontier has not made, and that there does not exist, any warranty, express or implied, that the use by Customer of the Equipment will not give rise to a claim of infringement, misuse, or misappropriation of any intellectual property right.

b. Services. Frontier warrants that any cables and connectors, provided by Frontier as a result of installation, between the Equipment and any other equipment at the Installation Site will be in good working order for a period of thirty (30) days after installation; provided, however, that any failure of such cables and connectors is not caused by Customer's misuse or abuse.

c. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER DISCLAIMS ALL OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION, TITLE OR NONINFRINGEMENT OF THIRD-PARTY RIGHTS.**

5. Insurance. While Customer (or Lender if applicable) holds risk of loss and until title for any piece of Equipment purchased hereunder passes to Customer, Customer shall maintain insurance with limits sufficient to cover the replacement cost of the Equipment, issued by reputable and financially sound insurance companies authorized to do business in the state where the Equipment is located and with an A.M. Bests Rating of A IX or better. THE INSURANCE COVERAGE LIMITS SHALL IN NO ANY WAY RESTRICT OR DIMINISH CUSTOMER'S LIABILITY UNDER THIS SCHEDULE. Customer will submit to Frontier a standard "Accord" insurance certificate (or comparable form acceptable to Frontier) signed by an authorized representative of such insurance company(ies), certifying that the insurance coverage(s) required hereunder are in effect for the purposes of this Schedule. Said insurance certificate shall certify that no material alteration, modification or termination of such coverage(s) shall be effective without at least 30 days advance written notice to Frontier. All policies shall name Frontier as Additional Insured as respects Customer's liability under this Schedule. Customer's insurance shall be considered primary and not excess or contributing with any other applicable insurance.

6. Remedies for Default. In the event of Customer's default hereunder or termination for any reason prior to Frontier's receipt of payment in full, Frontier shall have the following remedies: (a) to retain any payments made as liquidated damages; (b) to enter upon the Installation Site or other premises, and remove all or any part of the Equipment; (c) to sell, lease or otherwise dispose of all or any part of the Equipment either before or after repair, at public or private sale, for the account of the Customer, Customer to be liable for the cost of repair and any deficiency; (d) at its option, with notice required by law, to retain all or any part of the Equipment in satisfaction of the indebtedness of Customer; (e) to commence, continue or defend proceedings in any court of competent jurisdiction for the purpose of exercising any of the rights, powers and remedies set out herein; and; (f) to enforce any other right or remedy that Frontier may have under this agreement or by law.

7. Change Management Process. Customer may request changes in or additions to this Schedule by completing a Change Order form (provided by Frontier) and submitting such form to Frontier for review. Frontier will comply, to the extent feasible, with requested changes; provided that if Frontier determines that such changes cause an increase or decrease in the cost of or time required for performance of the work, Frontier will advise Customer thereof and such adjustments shall be reflected in Frontier's response to the Change Order. The Change Order will not become effective unless and until mutually agreed and executed by both parties. If the Change Order results in additional charges, Frontier will begin work in response to an executed Change Order only after Frontier has received a Purchase Order for the additional work. All executed Change Orders will be subject to the terms and conditions of the FSA, and this Schedule.

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Equipment or Service. This Schedule, the documents incorporated herein by reference, and all terms and conditions of the FSA, comprise the entire agreement between the parties with respect to the purchase of Equipment and Services described herein, and supersede any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc.	**<Insert Customer's Name>**
Frontier's Signature:	***Customer's Signature:***
Printed Name:	**Printed Name:**
Title:	**Title:**
Date:	**Date:**

Attachment: El Centro RFP Frontier- Final 102816 (2123 : ECPD Telecommunication System Upgrade)

EQUIPMENT PURCHASE, INSTALLATION, MAINTENANCE SCHEDULE

Business
Frontier Confidential

Attachment 1

*Only specifically identified Equipment and Licenses identified in this Attachment are included.

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Attachment 2
Scope of Work
Installation Services

1. Overview.

a. This Scope of Work ("SOW") outlines the services and deliverables Frontier will provide as part of the Installation Services. In addition, this SOW outlines the roles and responsibilities of Frontier and Customer with respect to the Installation Services, and the key dependencies upon which this SOW is based.

b. During the installation process, Frontier will work closely with Customer on a consultative basis to ensure the successful completion of this SOW. **This SOW outlines all services and deliverables covered by the compensation outlined in the Schedule.** Any requested changes or additions to this SOW may only be accommodated according to the change management process outlined in Section 7 of the Schedule.

c. The services and deliverables described in this SOW are designed to properly configure the Equipment according to manufacturer specifications. In addition, all work performed by Frontier pursuant to this SOW will comply with manufacturer-recommended installation procedures.

d. The work described under this SOW will begin on a date mutually agreeable to Customer and Frontier. The start date will be determined following full execution of both the Schedule incorporating this SOW and the underlying Frontier Service Agreement.

2. Key Assumptions. This SOW and related pricing are based on the following key assumptions. If these assumptions are not met, changes in project scope, pricing and/or schedule may be required in order to satisfy project objectives.

a. Hours. All work will be performed during normal business hours (8:00am – 5:00pm local time, excluding holidays).

b. Installation. Customer is responsible for providing and configuring all routers, switches, and servers necessary for installation of the Equipment. Frontier is not responsible for anything outside the scope of this SOW, unless outlined in a mutually agreed Change Order to this SOW.

c. Wiring. Wiring is in place, easily accessible, in proper working order, properly identified on both ends and within reach of the provided 2m patch cord for IP devices or the provided 12' line cord for digital devices of the set location is to be placed for this installation. Unless otherwise specifically agreed in Section 6 or a Change Order, installation and/or repair of wiring is not included in this SOW.

d. Standards. All routers and switches supporting a VoIP System must meet industry standards for Quality of Service (QOS).

e. Installation Site. Customer will ensure that the installation site is prepared for and compatible with the installation services and operation of the Equipment, including but not limited to the following:

**** LIST ALL CUSTOMER REQUIREMENTS HERE OR REFERENCE AND ATTACH A SEPARATE DOCUMENT ****

f. Scheduling. Frontier resources will be assigned and scheduled based on availability. An initial project meeting will be held with the Frontier implementation team and Customer-designated representatives. During this meeting critical implementation milestones will be determined. If applicable a Frontier-assigned Project Manager will be responsible for maintaining the master project schedule. Installation Services will be performed during regular business hours (8 a.m. to 5 p.m. local time) unless otherwise outlined in Section 6.

g. Cut-Over. Installation Services by Frontier will be completed in one (1) single continuous phase, unless a "multi-phased" implementation is requested by Customer and agreed per Section 6 or Change Order. In the event a multi-phased implementation is requested, additional charges will apply.

h. Removal of Existing Equipment and Infrastructure. Frontier is not responsible for removal, disposal and cleanup of existing cable, telephony and associated equipment (e.g., power supplies, racks, blocks, etc.), unless specified in Section 6.

i. Out-of-Scope Services. For clarification, anything not expressly identified in this SOW as provided by Frontier is out-of-scope, including but not limited to the following:

- Hardware, software, telecommunications or network technology not included in the original design.
- Installation and configuration changes that result from site additions or relocations that were not included in this SOW.
- Delays of more than one half (1/2) hour resulting from Customer's failure to meet its responsibilities.
- Additional site visits required by Frontier personnel as a result of changes in Customer requirements or Customer's failure to meet its obligations.

3. Frontier Responsibilities.

a. Scope. Frontier will perform the following installation Services:

*** SUMMARIZE INSTALLATION SPECIFICS PROVIDED BY FRONTIER AND INSERT VISIO DIAGRAM IF POSSIBLE ***

b. Performance of Work. Frontier will install the Equipment. Installation Services will be performed in a workmanlike manner consistent with manufacturer-published specifications and practices. Workmanship will comply with applicable NEC (National Electric Code) and TIA (Telecommunication Industries Association) standards.

c. Miscellaneous. Frontier is also responsible for the following:

- Provide status to Customer SPOC per a mutually agreed schedule.
- Provide installation, configuration and testing of Equipment & licensed software.
- End user training per Section 5.
- Basic system administration training per Section 5.
- Provide system documentation to Customer.
- Provide support contact information to Customer to respond to questions during the installation project.
- Prior to the scheduled installation date, Frontier will provide manufacturer and/or Equipment and license specific requirements for QoS, DHCP, application and integration with respect to the design and configuration to which Customer's network must adhere.
- Confirm that all shipped Equipment to the Installation Site aligns with the Parts List ordered by Frontier on behalf of the Customer.

4. Customer Responsibilities: Customer is responsible all network elements not specifically identified in this SOW as a Frontier responsibility, including but not limited to the following:

- Provide a qualified SPOC responsible for communicating Customer's requests to Frontier, and assume responsibility for all requests for modification.
- Ensure that Customer Information Technology resources will be available as required by Frontier.
- Provide Frontier employees or representatives access, escort, suitable work space and safety training (if required by Customer).
- Actively and promptly assist in database gathering and providing all information required by Frontier for installation purposes.
- All data network requirements (hardware and software), except as otherwise specifically ordered through Frontier.
- All voice and data wiring, except as specifically outlined in this SOW or a separate Frontier Schedule. Any required modifications/adds/repairs during the installation project are billable.
- QoS for VoIP systems
- Administrative formal training for Customer employees, unless ordered through Frontier.
- Manage and coordinate 3rd party vendors, as necessary, to allow the installation project to proceed as scheduled.
- All manufacturer recommended environmental, HVAC, power and grounding requirements.

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- All patch cables that are required with the exception of the single 2m (6.5') patch cord provided with each IP device or a single 12ft line cord for each digital phone.
- Ensure that all network equipment, configurations, cabling, power and grounding requirements are completed prior to installation start date.
- Provide Frontier with two (2) copies of current floor plans of the Installation Site that identify the placement of all cable plant, desktop devices, voice mailbox users and PCs as applicable to Frontier's installation responsibilities hereunder. These floor plans must be signed to indicate their completeness and accuracy. If cable records are inaccurate or unavailable, Frontier will require the purchase of cable "Tone & Testing" to generate updated cable plant and cross-connect records.
- All drilling at the Installation Site with the exception that Frontier will complete any drilling to secure required Equipment racks.
- Ensure all servers and computers supplied by the Customer meet the hardware and software specifications for all application software purchased.
- Provide Frontier with all required information to successfully integrate Installed Equipment and any OEM equipment supplied by the Customer.
- Provide a secure location for Equipment shipped to the Installation Site and sign required documentation (e.g. packing slip) to confirm receipt of ordered Equipment at the Installation Site. Upon signing the required documentation, the Customer is responsible for all Equipment.
- Wiring, cabling and connection to interface(s) of 3rd Party vendor equipment associated with the Installation (including headsets)
- Provide a minimum of two (2) static IP addresses for each installed system.
- Provide a working wire line telephone in or near the room of installed Equipment.
- Provide adequate conduit, duct and trough availability for required cabling associated with the installation.
- Prior to Project implementation, identify and remove all contaminated areas from asbestos or other hazardous materials. If Frontier discovers contaminated areas during Installation, Frontier will cease all Project activity until all hazardous materials are removed. Customer is responsible for all costs associated with removal of hazardous materials and additional costs incurred from Project delays due to the removal of hazardous materials.

5. Training.

a. Frontier will provide end user training for installed Equipment, as applicable, using one or a combination of the following methods: on site, virtual leader lead, or web based self paced. Any onsite training will be conducted in one single continuous phase. In the event that multi-phased training is requested, additional charges will apply and must be noted in Section 6.

b. Customer will (i) work with Frontier to identify a training time and date, (ii) provide a suitable on-site training facility for training classes, and (iii) identify the class participants and ensure their participation. The training room must be adequately cabled for installation of the training room phones. The parties will mutually agree to a date and time for the training class. Frontier is responsible for providing the training room phones (if applicable), and providing Customer with a copy of the training materials. If training is delayed by Customer for any reason, or by Frontier as a result of Customer's failure to provide a reasonable number of attendees per class (in Frontier's reasonable determination), additional charges will apply.

c. Training for digital and VoIP telephones will not exceed one (1) hour of training for every 12 telephones purchased, and the following basic administration training will also be provided by the installing technician at the time of installation:

- How to login / reset user password on system
- How to set up a new extension
- How to remove an extension
- How to reset a VM password

6. Exceptions and Additional Scope Elements. Notwithstanding anything otherwise stated, Frontier will perform the following non-standard installation tasks as part of is SOW and/or Customer will assume responsibility for the standard installation tasks identified below. Line item NRCs below, whether additional NRC related to Frontier's performance or a reduction in the NRC based on Customers assumption of responsibility, are incorporated into the overall NRC represented in the Schedule.

Frontier will perform the following non-standard tasks:	Additional NRC
	$
	$
	$
	$
Customer assumes responsibility for (and Frontier will NOT perform) the following standard tasks:	**Reduced NRC**
	$
	$
	$
	$

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Attachment 3
Maintenance Services

SERVICE DESCRIPTION	BASIC PLAN	ENHANCED PLAN	PREMIUM PLAN	PREMIUM PLUS PLAN	ANYWARE PLAN	911 PLAN	MONITORING & NOTIFICATION	FULL OR PART TIME ON SITE TECHNICIAN
Maintenance Hours	8 x 5 (M - F excluding Holiday)	8 x 5 (M - F excluding Holiday)	7 x 24 x 365	7 x 24 x 365	7 x 24 x 365	7 x 24 x 365		Negotiated
Moves, Adds, Changes	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Yes
Equipment Repair and Return	PBX & Key Systems	PBX & Key System & all station equipment	PBX & Key System	PBX & Key System & all station equipment	All station equipment	All Purchased Equipment		PBX & Key Systems & all station equipment
Alarm Monitoring & Notification	PBX Only	PBX Only	PBX Only	PBX Only	None	None	PBX Only	PBX Only
Preventive Maintenance	System Backups PBX & Key Systems (if capable) either remotely or on-site	System Backups PBX & Key Systems (if capable) either remotely or on-site	System Backups PBX & Key Systems (if capable) either remotely or on-site	System Backups PBX & Key Systems (if capable) either remotely or on-site	None	None	System Backups PBX & Key Systems (if capable) either remotely or on-site	System Backups PBX & Key Systems (if capable) either remotely or on-site
Software Assurance	Available for an Additional Charge	Available for an Additional Charge	Available for an Additional Charge	Available for an Additional Charge	None	Available for an Additional Charge		Available for an Additional Charge
Customer Portal	Yes (Monitored Device Only)	Yes (Monitored Device Only)	Yes (Monitored Device Only)	Yes (Monitored Device Only)	None	None	Yes (Monitored Device Only)	Yes (Monitored Device Only)
Response Time	Major – 2 hours	Major – 2 hours	Major – 2 hours	Major – 2 hours	Major – 2 hours	Major – 2 hours		
	Minor - Next Business Day	Minor - Next Business Day	Minor - Next Business Day	Minor - Next Business Day	Minor - Next Business Day	Minor - Next Business Day		

Service Limitations and Conditions:

- Maintenance Service does not include any level of support related to wiring, telephone jack(s), batteries, generators or UPS units.
- Customer is responsible for ensuring that all equipment is at current manufacturer supportable software release prior to Frontier providing maintenance Services.
- A Network Monitoring Probe is required for all monitored equipment, unless Frontier specifically waives this requirement.
- Preventive Maintenance will be provided remotely or on site
- "Response" means remote restoral efforts or technician dispatch
- Frontier is not responsible for damages due to acts of god, power or grounding issues, battery failure, water, environmental (temperature/humidity), or any other cause outside its control.
- System Administration and Voice Mail password activity are not included with Maintenance Services, but may be requested by Customer and subject to current time and materials rates.
- Maintenance Services provided outside of Maintenance Hours at Customer's request will be charged at current time and materials rates.

1. Frontier will provide maintenance and repair services with respect to the Equipment ("Maintenance Services") at the Installation Site. Only authorized agents and representatives of Frontier may perform such work. Any repair, alteration, configuration or servicing of the Equipment by Customer or third parties without the written consent of Frontier is a default of this Agreement and cause for termination of Maintenance Services, in whole or in part, at Frontier's option.

2. During the Service Term, Frontier will maintain a point-of-contact twenty-four (24) hours a day, seven (7) days a week for Customer to report a problem with the Equipment to Frontier. When a problem occurs, after Customer has ascertained that it is not a result of an act or omission of Customer, Customer's equipment or facilities, or any third party or their facilities, Customer must contact Frontier to identify the problem and initiate an investigation ("Trouble Ticket"). Responsibility for Trouble Ticket initiation rests solely with Customer. Once the Trouble Ticket has been opened, the appropriate Frontier departments will initiate diagnostic testing and isolation activities to determine the source and severity of the problem. Frontier and Customer will cooperate to restore the Equipment to operational condition. If the source of the problem is within the Equipment, Frontier will be responsible for the repair or replacement of the Equipment, in Frontier's sole discretion. If the source of the problem is not the Equipment, at Customer's request Frontier will cooperate with Customer to conduct testing and repair activities, subject to Frontier's standard technician rates.

3. Frontier will exercise commercially reasonable efforts to isolate any problems with the Equipment and to restore such Equipment to ordinary operational condition within the Response Time, identified in the Service Description table above, following receipt of Customer's notification that the Equipment is inoperative.

   a. A Trouble Ticket will be categorized as "Major" if fifty percent (50%) of the system's stations or trunks are inoperable, or Customer is experiencing a complete loss of call processing. Frontier will use commercially reasonable efforts to respond to Customer's request within two (2) hours from the time a Trouble Ticket is initiated, and will complete the necessary repairs to the Equipment as soon as reasonably practicable.

   b. All other Trouble Tickets will be categorized as "Minor", and Frontier's policy is to respond to Customer's request during Frontier's normal weekday business hours, Monday through Friday, excluding holidays, within one (1) business day from the time a Trouble Ticket is initiated, and will complete the repairs as soon as reasonably practicable.

   c. Customer may request Maintenance Services be performed after Frontier's normal weekday business hours, and under such circumstances Maintenance Services will be billed to Customer at Frontier's then current overtime hourly rate plus expenses.

4. If Frontier, in its sole discretion, determines that a unit of Equipment needs to be replaced, such Equipment will be replaced with equipment of like kind and functionality from a manufacturer of Frontier's choice at the time of replacement ("Exchange Unit"). The Exchange Unit may not be new but will be in good working order and of like kind and functionality. If Customer owns the Equipment, at the time of exchange title to the Exchange Unit will transfer to Customer, and Frontier will assume title to the replaced unit. The replaced unit will be returned to Frontier's inventory at Frontier's expense. Customer shall ensure that the failed Equipment is free of encumbrances at the time of the exchange. Customer further agrees to remove all external attachments or objects from the unit of equipment to be replaced before the time of exchange. Customer relinquishes all rights to such removed Equipment to Frontier.

5. Maintenance Service does not include or apply to: (i) electrical work external to the Equipment, including but not limited to power or back-up power to or from the Equipment; (ii) Equipment failures caused by factors not related to the Equipment or outside Frontier's control, including but not limited to failure of the applicable Installation Site to conform with Frontier's specifications; (iii) use of the Equipment for any purpose other than as intended by the manufacturer; (iv) damage caused by attempted maintenance or repairs performed by anyone other than an Frontier employee or representative; (v) Equipment supplies, accessories, painting, or refurbishing; and (vi) any activity related to anything not furnished by Frontier, or use of Equipment with other equipment which fails to conform to manufacturer or Frontier specifications.

6. Frontier may modify any of the maintenance charges at any time during the term of this Agreement by providing thirty (30) days prior written notice to Customer. Frontier may elect to assign billing functions to a third party.

7. Customer agrees that the Services provided by Frontier hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors.

8. If Maintenance Services are subject to an annual payment schedule, the initial annual payment will be included in the initial invoice and Frontier will invoice each subsequent annual payment approximately thirty (30) days prior to the anniversary of the date of Acceptance.

Attachment: El Centro RFP Frontier- Final 102816 (2123 : ECPD Telecommunication System Upgrade)

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Frontier Communications Corporation

2 Business name/disregarded entity name, if different from above
fka Citizens Communications Company

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
Merritt 7 Corporate Park, 401 Merritt 7 remit to: PO Box 20550

Requester's name and address (optional)

6 City, state, and ZIP code
Norwalk, CT 06851 Rochester, NY 14602

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
0 6 - 0 6 1 9 5 9 6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Marie Szymanski Date ▶ 2015

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Attachment: El Centro RFP Frontier- Final 102816 (2123 : ECPD Telecommunication System Upgrade)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/3/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Willis of Florida, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 37230-5191

CONTACT NAME: Willis Tower Watson Certificate Center
PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : Associated Electric & Gas Insurance Services Limited	B1164
INSURER C : American Casualty Company of Reading, PA	20427
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Frontier Communications Corporation and its Subsidiaries
401 Merritt 7
Norwalk, CT 06851

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			GL2095784254	06/01/2016	06/01/2017	EACH OCCURRENCE	$ 1,000,(
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,(
							MED EXP (Any one person)	$ 10,(
							PERSONAL & ADV INJURY	$ 1,000,(
							GENERAL AGGREGATE	$ 4,000,(
							PRODUCTS - COMP/OP AGG	$ 2,000,(
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			BUA2095784268	06/01/2016	06/01/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,(
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB / OCCUR X EXCESS LIAB / X CLAIMS-MADE DED / X RETENTION $ 0			XL5113005P	06/01/2016	06/01/2017	EACH OCCURRENCE	$ 2,000,(
							AGGREGATE	$ 2,000,(
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WC2095784531	06/01/2016	06/01/2017	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,(
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,(
							E.L. DISEASE - POLICY LIMIT	$ 1,000,(
C	Workers Compensation			WC2095784545	06/01/2016	06/01/2017	See Attached	
C	Workers Compensation			WC2095784559	06/01/2016	06/01/2017	See Attached	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Info Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kelli J. Gabriel

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Attachment: El Centro RFP Frontier- Final 102816 (2123 : ECPD Telecommunication System Upgrade)

SAMPLE

ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
POLICY TYPE: Workers Compensation - CA **CARRIER: American Casualty Company of Reading, PA** **POLICY TERM: 06/01/2016 – 06/01/2017** **POLICY NUMBER: WC2095784545**	**Per Statute** **$1,000,000 Each Accident** **$1,000,000 Disease - Policy Limit** **$1,000,000 Disease - Each Employee**
POLICY TYPE: Workers Compensation – IA – OR – WI **CARRIER: American Casualty Company of Reading, PA** **POLICY TERM: 06/01/2016 – 06/01/2017** **POLICY NUMBER: WC2095784559**	**Per Statute** **$1,000,000 Each Accident** **$1,000,000 Disease - Policy Limit** **$1,000,000 Disease - Each Employee**

SAMPLE

Attachment: El Centro RFP Frontier- Final 102816 (2123 : ECPD Telecommunication System Upgrade)

Discussion and any necessary action regarding the award of the Ross Avenue Improvements Project STPL-5169 (047)

CITY MANAGER'S RECOMMENDATION:
Adopt Resolution No. 16 - , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO AWARDING THE BID AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR THE ROSS AVENUE IMPROVEMENTS PROJECT STPL-5169 (047)

FISCAL IMPACT:
No impact to the General Fund. The matching amount of $132,178.80 ($638,178.80 - $506,000 = $132,178.80) is programmed in the approved LTA Budget.

	Purpose	Federal Match	Local LTA Match	Total funding
FY16/17	Construction	$506,000	$132,178.80	$638,178.80
	Contingency		$63,817.88	$63,817.88
			TOTAL	$701,996.68

STRATEGIC PLANNING PROGRAM 2013-2018 RELATION:
Goal #1 - Consistent with Objective 3 - Improve Condition of City Streets. Ross Avenue Improvements. This project will rehabilitate and overlay Ross Avenue from South Third Street to Fairfield Drive

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTORS LICENSE, REFERENCE CHECKS, INSURANCE, ETC:
The Contractor does have a current City Business License. The Contractor has also completed satisfactory work for the City of El Centro, has a valid Contractor's License and has valid insurance.

BACKGROUND:
Engineering staff applied for Regional Transportation Improvement Program (RTIP) Federal Funding through ICTC in 2012 and the City was granted $506,000 for the rehabilitation of Ross Avenue from South Third Street to Fairfield Drive. The total cost of the project is $751,724 (based on the Engineer's Estimate), of which the City will be reimbursed $506,000.

On September 6, 2016, City Council approved the plans and specifications for this project.

On September 20, 2016, City Council approved the Program Supplement Agreement between the City of El Centro and Caltrans for this project.

DISCUSSION:
Staff opened bids on October 20, 2016. Five bids were received at this time, all within

budget:

Bid Summary:

Hal Hays Construction, Inc.	$614,000.00
Pyramid Construction and Aggregates	$638,178.80
Hardy & Harper Inc.	$678,000.00
Granite Construction Company	$715,294.00
Hazard Construction Company	$719,407.00

Engineering Staff has reviewed the bid package for the apparent low bidder and has found that the apparent low bidder (Hal Hays Construction) had multiple bid irregularities. After consulting with the City's Legal Department, it has been determined that these bid irregularities have resulted in Hal Hays bid package being disqualified. These bid irregularities are listed below:

- Addenda not acknowledged in the Bid Agreement
- Worker's Compensation Certification not submitted with bid package
- Drug/Alcohol Testing Requirements form not submitted with bid package
- Corporate Certification or Partnership Information form not submitted with bid package
- Contractor's Certification of Qualification for License Classification form not submitted with bid package

After reviewing the apparent second low bidder's (Pyramid Construction and Aggregates) bid package, Engineering Staff has found it to be responsive and responsible. The only item that needed to be addressed was Bid Item No. 8 is listed with a unit price of $1,500 per Each; however, the intent was for $1,550 per Each, as the total amount listed on this Bid Item is $12,400 ($1,500 x 8 = $12,400). After discussing this with Legal, this was not means for disqualification, making Pyramid Construction and Aggregates bid package responsive and responsible

The tentative schedule for this project is as follows:

Award	December 20, 2016
Construction Begins	January 23, 2017***
Construction Completed	March 3, 2017

*** Additional time is set aside for Contractor to obtain the necessary Encroachment Agreement with Union Pacific Rail Road for the proposed work to be completed within their Right of Way.

CONCLUSION:

Staff recommends the Adoption of Resolution No. 16 - , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO AWARDING THE BID AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR THE ROSS AVENUE IMPROVEMENTS PROJECT STPL-5169 (047).

ATTACHMENTS:

- Resolution No. 16 - (PDF)

RESOLUTION NO. 16–

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO AWARDING THE BID AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR THE ROSS AVENUE IMPROVEMENTS PROJECT STPL-5169 (047)

WHEREAS, the plans and specifications have been adopted by the City Council of the City of El Centro, California ("the City Council") and the notice inviting bids has been advertised as required by section 2-185.15 of the City of El Centro ("the City")'s municipal code for the Ross Avenue Improvements Project STPL-5169 (047); and

WHEREAS, bids were received and opened on October 20, 2016, in accordance with law and the Director of Public Works/City Engineer has made a report thereon; and

WHEREAS, the lowest bid being submitted by Hal Hays Construction has been determined to be non-responsive; and

WHEREAS, the City Council has considered the report of the Director of Public Works/City Engineer and, as a result, has determined that five (5) firms submitted bids with Pyramid Construction and Aggregates an active California corporation, submitting the lowest responsive and responsible bid in the total amount of six hundred thirty-eight thousand one hundred seventy-eight dollars and eighty cents ($638,178.80); and

WHEREAS, the City Council finds that the award and approval of a contract for the Project will be in the best interest of the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. That the foregoing is true, correct and adopted.

2. That the City Council hereby accepts the bid of Pyramid Construction and Aggregates and rejects all other bids for the Project.

3. That the City's Deputy City Manager is hereby authorized to sign a contract for the Project in the total amount of six hundred thirty-eight thousand one hundred seventy-eight dollars and eighty cents ($638,178.80), a copy of which is on file in the Office of the City Clerk, on behalf of the City.

4. That the City Council hereby establishes a construction contingency fund of sixty-three thousand eight hundred seventeen dollars and eighty-eight cents ($63,817.88) for the Project.

5. That the Deputy City Manager is further authorized to approve and execute any change orders for the Project up to a single change order amount of sixty-three thousand eight hundred seventeen dollars and eighty-eight cents ($63,817.88), individually or collectively, as needed for unanticipated construction contingencies and is required to report all change orders to the City Council as soon as practical.

Attachment: Resolution No. 16 - (2119 : Construction Award of Ross Avenue STPL-5169 (047))

6. That the City Council shall approve any change order that either individually exceeds the single change order amount or in combination with other approved change orders exceed the amount established as the construction contingency fund for the Project as set forth herein.

7. That the contract for the Project shall be reviewed and approved as to form by the City Attorney prior to execution and placed on file in the Office of the City Clerk.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California held on the day of , 2016.

CITY OF EL CENTRO

By _____
Jason Jackson, Mayor

ATTEST:

By _____
L. Diane Caldwell, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

By _____
Elizabeth L. Martyn, City Attorney

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, L. Diane Caldwell, City Clerk of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 16- was duly and regularly adopted a regular meeting of the City Council of the City of El Centro, California, held on the day of , 2016 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

By _____
L. Diane Caldwell, City Clerk

Attachment: Resolution No. 16 - (2119 : Construction Award of Ross Avenue STPL-5169 (047))

Discussion and any necessary action regarding the award of the 8th Street Bicycle and Pedestrian Improvements Project ATPL-5169 (044)

CITY MANAGER'S RECOMMENDATION:
Adopt Resolution No. 16 - , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO AWARDING THE BID AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR THE 8TH STREET BICYCLE AND PEDESTRIAN IMPROVEMENTS PROJECT ATPL-5169 (044)

FISCAL IMPACT:
No Impact to the General Fund. The matching amount of $513,200.87 ($1,101,200.87-$588,000 = $513,200.87) is programmed in the approved LTA Budget.

	Purpose	Federal Match	Local LTA Match	Total funding
FY17	Construction	$588,000	$513,200.87	$1,101,200.87
	Contingency		$110,120.08	$110,120.08
			TOTAL	$1,211,320.95

STRATEGIC PLANNING PROGRAM 2013-2018 RELATION:
Consistent with Goal 1, Objective 4 - Improve Condition of Sidewalks, Task H - 8th Street Active Transportation (between Adams/Aurora). This project will establish Class II Bike Lanes along 8th Street and calm traffic for pedestrians crossing. Rapid Flashing Beacons will be installed for pedestrian crossings.

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTORS LICENSE, REFERENCE CHECKS, INSURANCE, ETC:
, CONTRACTORS LICENSE, REFERENCE CHECKS, INSURANCE, ETC:
The Contractor does have a current City Business License. The Contractor has also completed satisfactory work for the City of El Centro, has a valid Contractor's License and has valid insurance.

BACKGROUND:
Engineering staff applied for the ATP (Active Transportation Program) grant through ICTC and the City was granted funding for the installation of bike lanes on 8th Street between Adams Avenue and Aurora Drive. Also, the construction of ADA curb ramps, alley approaches, and bulb outs with Rectangular Rapid Flashing Beacon crossings along the same segment.

On July 21, 2015, City Council approved the Program Supplemental Agreement for this project.

DISCUSSION:

Staff opened bids on November 17, 2016. Three bids were received at this time, with a summary shown below:

Bid Summary:

Hal Hays Construction, Inc.	$1,007,009.80
Pyramid Construction and Aggregates	$1,101,200.87
Granite Construction Company	$1,191,756.50

Engineering Staff has reviewed the bid package for the apparent low bidder and has found that the apparent low bidder (Hal Hays Construction) had multiple bid irregularities. After consulting with the City's Legal Department, it has been determined that these bid irregularities have resulted in Hal Hays bid package being disqualified. These bid irregularities are listed below:

- Addenda not acknowledged in the Bid Agreement
- Worker's Compensation Certification not submitted with bid package
- Drug/Alcohol Testing Requirements form not submitted with bid package
- Corporate Certification or Partnership Information form not submitted with bid package
- Contractor's Certification of Qualification for License Classification form not submitted with bid package

After reviewing the apparent second low bidder's (Pyramid Construction and Aggregates) bid package, Engineering Staff has found it to be responsive and responsible. The only item that needed to be addressed was Bid Item A-6 is listed with a unit price of $2.32 Per Square Yard (SY); however, the price should have been listed at $2.315 to get the Item Total Amount ($2.315 x 53,524 = $123,908.06). After discussing this with Legal, this was not means for disqualification, making Pyramid Construction and Aggregates bid package responsive and responsible.

The tentative schedule for this project is as follows:

Award	December 20, 2016
Construction Begins	January 23, 2017
Construction Completed	June 16, 2017

CONCLUSION:

Adopt Resolution No. 16 - , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO AWARDING THE BID AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR THE 8TH STREET BICYCLE AND PEDESTRIAN IMPROVEMENTS PROJECT ATPL-5169 (044)

ATTACHMENTS:

- Reso. 16- (PDF)

RESOLUTION NO. 16-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO AWARDING THE BID AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR THE 8TH STREET BICYCLE AND PEDESTRIAN IMPROVEMENT PROJECT ATPL-5169 (044)

WHEREAS, the plans and specifications have been adopted by the City Council of the City of El Centro, California ("the City Council") and the notice inviting bids has been advertised as required by section 2-185.15 of the City of El Centro ("the City")'s municipal code for the 8th Street Bicycle and Pedestrian Improvement Project ATPL-5169(044); and

WHEREAS, bids were received and opened on November 17, 2016, in accordance with law and the Director of Public Works/City Engineer has made a report thereon; and

WHEREAS, the lowest bid being submitted by Hal Hays Construction has been determined to be non-responsive; and

WHEREAS, the City Council has considered the report of the Director of Public Works/City Engineer and, as a result, has determined that three (3) firms submitted bids with Pyramid Construction and Aggregates an active California corporation, submitting the lowest responsive and responsible bid in the total amount of one million one hundred one thousand two hundred dollars and eighty-seven cents ($1,101,200.87); and

WHEREAS, the City Council finds that the award and approval of a contract for the Project will be in the best interest of the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. That the foregoing is true, correct and adopted.

2. That the City Council hereby accepts the bid of Pyramid Construction and Aggregates and rejects all other bids for the Project.

3. That the City's Deputy City Manager is hereby authorized to sign a contract for the Project in the total amount of one million one hundred one thousand two hundred dollars and eighty-seven cents ($1,101,200.87), a copy of which is on file in the Office of the City Clerk, on behalf of the City.

4. That the City Council hereby establishes a construction contingency fund of one hundred ten thousand one hundred twenty dollars and eight cents ($110,120.08) for the Project.

5. That the Deputy City Manager is further authorized to approve and execute any change orders for the Project up to a single change order amount of one hundred ten thousand one hundred twenty dollars and eight cents ($110,120.08), individually or collectively, as needed for unanticipated construction contingencies and is required to report all change orders to the City Council as soon as practical.

6. That the City Council shall approve any change order that either individually exceeds the single change order amount or in combination with other approved change orders exceed the amount established as the construction contingency fund for the Project as set forth herein.

7. That the contract for the Project shall be reviewed and approved as to form by the City Attorney prior to execution and placed on file in the Office of the City Clerk.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California, held on the day of , 2016.

CITY OF EL CENTRO

By: _____
Alex Cardenas, Mayor

ATTEST:

By: _____
L. Diane Caldwell, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By:_____
Elizabeth L. Martyn, City Attorney

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, L. Diane Caldwell, City Clerk of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 16- was duly and regularly adopted at a regular meeting of the City Council of the City of El Centro, California, held on the day of , 2016, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

By _____
L. Diane Caldwell, City Clerk

Attachment: Reso. 16- (2125 : Construction Award of 8th Street Bicycle and Pedestrian Improvements ATPL-5169 (044))

Discussion and any necessary action regarding the approval of a contract with Erickson-Hall Construction for Construction Management Services on the El Centro Aquatic Center Project.

CITY MANAGER'S RECOMMENDATION:

Approve Resolution No. 16-____: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING AN AGREEMENT WITH ERICKSON-HALL CONSTRUCTION TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR THE CITY OF EL CENTRO AQUATIC CENTER

FISCAL IMPACT:

There is currently no fiscal impact to the general fund for this contract. The current available funding for construction is as follows:

Tax Allocation bonds, Series 2011C	$ 9,528,576
Revenue Bonds, Series 2007A	$ 495,394
Current Balance	$ 10,023,970
Encumbrances (Kimley-Horn)	$ 281,858
Total available funding	$ 9,742,112

STRATEGIC PLANNING PROGRAM 2013-2018 RELATION:

Goal #3: Recreation and Lifelong Learning, Obj. 3 Task A
Goal #4: Business Development & City Beautification

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTORS LICENSE, REFERENCE CHECKS, INSURANCE, ETC:

Erickson-Hall Construction (EH) has worked with the City on various projects in both a Construction Management capacity as well as a general contractor. Preparing for previous projects, City staff conducted various reference checks and favorable recommendations were reported. Additionally, members of the El Centro Aquatic Center (ECAC) project staff have worked with EH on other City projects, and are knowledgeable of EH's work product and their performance. ECAC staff recommends that the contract be awarded.

BACKGROUND:

On April 24, 2007, the now dissolved City of El Centro Redevelopment Agency issued the Tax Allocation Bonds Series 2007A. The 2007 Tax Allocation Bonds provided bond proceeds to complete several public improvements and public facilities, such as the

Adult Center and Fire Station No. 3. One of the final remaining projects to complete with the 2007 Tax Allocation Bonds is the construction of an Aquatic Center. However, in order to complete subject project the City had a need to procure additional funds; therefore, on April 27, 2011, the El Centro Financing Authority issued the 2011 Revenue Bonds, Series C.

On March 17, 2015, Council approved the award of an agreement with Kimley-Horn (KH) for the design of the new facility. Since that time, staff has been working with KH on the design of the new complex and plans are currently 90% complete.

On December 6, 2016, City Council approved the ranking of the candidates for the Construction Management Services on the project and authorized City staff to negotiate a fee schedule with the top ranking candidate, Erickson-Hall Construction.

DISCUSSION:

On December 8, 2016, the City's project staff held a meeting with personnel from EH to review their submitted fee proposal. The submitted proposal was accepted with two exceptions / amendments.

The first was an increase to the hours for the constructability review by EH's Aquatic Construction Quality Control Specialist. The original proposal allocated hours for a submittal review in the pre-con phase. An additional 32 hours were added that are dedicated to an expanded constructability review that will be done prior to bidding.

Additionally, after reviewing the proposal for the Geotechnical & Materials Inspections Services, City staff requested that additional hours be added under an "Inspection Contingency" line item due to the complexity of the inspections that will be needed for this project and historical overruns that are experienced for this type of service. This line item will be used only if the additional hours are deemed necessary by the City.

CONCLUSION:

Approve Resolution No. 16-____: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING AN AGREEMENT WITH ERICKSON-HALL CONSTRUCTION TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR THE CITY OF EL CENTRO AQUATIC CENTER

ATTACHMENTS:

- Reso for EH agreement.docx (PDF)
- EH agreement as approved.docx (PDF)

RESOLUTION NO. 16 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING AN AGREEMENT WITH ERICKSON-HALL CONSTRUCTION TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR THE EL CENTRO AQUATIC CENTER

WHEREAS, it is necessary for the City Council of the City of El Centro, California ("the City Council") to approve a professional services agreement with Erickson-Hall Construction, an active California Corporation, for the El Centro Aquatic Center ("the Agreement") in the City of El Centro ("the City"); and

WHEREAS, the City Council finds that the approval of the Agreement is in the best interest of the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. That the foregoing is true, correct and adopted.

2. That the City Council does hereby approve the Agreement.

3. That the City's Deputy City Manager is hereby authorized to sign the Agreement on behalf of the City, a copy of which in on file in the Office of the City Clerk.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California held on the day of , 2016.

CITY OF EL CENTRO

By _____
Alex Cardenas, Mayor

ATTEST:

By _____
L. Diane Caldwell, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

By _____
Elizabeth L. Martyn, City Attorney

Attachment: Reso for EH agreement.docx (2134 : Erickson Hall Agreement for CM services on the ECAC)

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, L. Diane Caldwell, City Clerk of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 16- was duly and regularly adopted a regular meeting of the City Council of the City of El Centro, California, held on the day of , 2016 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

By _____
L. Diane Caldwell, City Clerk

Attachment: Reso for EH agreement.docx (2134 : Erickson Hall Agreement for CM services on the ECAC)

AGREEMENT
FOR
CONSULTING SERVICES

BETWEEN

THE CITY OF EL CENTRO

AND

ERICKSON-HALL CONSTRUCTION

FOR CONSTRUCTION MANAGEMENT SERVICES

Attachment: EH agreement as approved.docx (2134 : Erickson Hall Agreement for CM services on the ECAC)

AGREEMENT BETWEEN THE CITY OF EL CENTRO AND ERICKSON-HALL CONSTRUCTION FOR CONSULTING SERVICES

THIS Agreement is made and entered into by the City of El Centro ("City") and Erickson-Hall Construction ("Consultant") for the Consultant to provide Construction Management services ("the Consulting Services") to the City for the El Centro Aquatic Center ("the Project") for the project as defined here. The City and Consultant jointly may be referred to as the Parties.

RECITALS

The City wishes to retain the services of a professional firm to provide the Consulting Services. The Consultant has the expertise, experience and personnel necessary to provide the Consulting Services for the Project.

The City and the Consultant (individually, "the Party" or "a Party;" collectively, "the Parties") want to enter into an agreement whereby the City will retain the Consultant to provide, and the Consultant shall provide, the Consulting Services for the Project on an hourly fee, not to exceed eight hundred ninety-seven thousand six hundred thirty dollars ($897,630.00).

In consideration of the above recitals and the mutual covenants and conditions set forth, herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

ARTICLE I
CONSULTING SERVICES

The above-listed recitals are true and correct and are hereby incorporated by reference.

1.1 Scope of Services.

The scope of services will include the provision of Construction Management services for the El Centro Aquatic Center. The scope of services is more fully described in Exhibit A, attached hereto and made part of this Agreement. The Consultant shall perform the Consulting Services at the direction of the City on a time and materials basis as enumerated in the fee schedule, attached to and made part of this Agreement as Exhibit B. Except as incorporated here, this Agreement supersedes the provisions of Consultant's proposal.

1.1 Task Administrator.

The Deputy City Manager is the task administrator for this Agreement. The Consultant shall provide the Consulting Services under the direction of the Deputy City Manager or his/her designee ("the Deputy"). The Deputy will communicate with the Consultant on all matters related to the administration of this Agreement and the Consultant's performance of the Consulting Services rendered hereunder. When this Agreement refers to communications to or with the City, those communications will be with the designated representative, unless the designated representative or this Agreement specifies otherwise.

Attachment: EH agreement as approved.docx (2134 : Erickson Hall Agreement for CM services on the ECAC)

1.2 City Modification of Scope of Services.

The City may, without invalidating this Agreement, order changes in any task by altering, adding to or deducting from the Consulting Services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such changes cause an increase or decrease in the Consultant's cost of, or the time required for, the performance of any of the Consulting Services, the Consultant shall so notify the City. If appropriate, an equitable adjustment to the Consultant's compensation may be made, provided that any adjustment must be pre-approved by the Parties in writing; the City's approval shall come from the City Council.

1.3 Written Authorization.

Prior to performing any Consulting Services in connection with the Project, the Consultant shall obtain from the City a written authorization to proceed. The Consultant shall advise the City in writing immediately of any anticipated change in any Task, Fee Schedule, or Time Schedule, and shall obtain the City's written consent to the change prior to making any changes. In no event shall the City's consent be construed to relieve the Consultant from its duty to render all Consulting Services in accordance with applicable laws and accepted industry standards.

1.4 Confidentiality of Services.

All information gained by Consultant in the performance of this Agreement shall be considered confidential and shall not be released by Consultant with the City's prior written authorization. The Consultant, its officers, employees, agents or subconsultants shall not without prior written authorization from the City Manager or his designee, or as requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

Consultant promptly shall notify City should Consultant, its officers, employees, agents or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any person or party regarding this Agreement and the work performed hereunder or with respect to any project or property located within the City, unless the City is a party to any lawsuit, arbitration or administrative proceeding connected to such discovery, or unless Consultant is prohibited by law from information the City of such discovery. City retains the right, but has not obligation to represent Consultant and/or to be present at any deposition, hearing or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discover requests provided by Consultant. However, City's right to review any such response does not imply to mean the City's right to control, direct or rewrite such response.

All Consulting Services performed by the Consultant, including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the

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Consultant, pursuant to this Agreement, are for the sole use of the City, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the City. This provision does not apply to information that (a) was publicly known, or otherwise known to the Consultant, at the time that it was disclosed to the Consultant by the City, (b) subsequently becomes publicly known through no act or omission by the Consultant, or (c) otherwise becomes known to the Consultant other than through disclosure by the City. Except for subconsultants covered by Section 4.4, neither the documents nor their contents shall be released to any third party without the prior written consent of the City.

ARTICLE II

DURATION OF AGREEMENT

2.1 Term of Agreement.

This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and shall terminate upon completion of each Task or upon termination pursuant to Section 2.6-2.9 of this Agreement. The Parties may by mutual written consent extend the term of this Agreement upon the same terms and conditions as set out herein.

2.2 Schedule.

The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

2.3 Notification of Delay.

The Consultant shall immediately notify the City in writing of any delay in completion of the Consulting Services. The written notice shall include an explanation of the cause for, and a reasonable estimate of the length of the delay. If the delay affects a material part of the Project, the City may exercise its rights under Sections 2.5-2.9 of this Agreement.

2.4 Delay.

If delays in the performance of the Consulting Services are caused by unforeseen events beyond the reasonable control of Consultant, such delay shall entitle Consultant to an equitable adjustment of its time for performance, fee, or both. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the Consultant's work; inability to obtain materials, equipment or labor; required additional Consulting Services; or other specific reasons agreed to between the City and the Consultant; provided, however, that (a) this provision shall not apply and the Consultant shall not be entitled to an extension of time for a delay caused by the acts or omissions of the Consultant; and, (b) that a delay caused by the inability to obtain materials shall not entitle the Consultant to an extension of time unless the Consultant furnishes the City, in a timely manner, documentary proof, to the City's satisfaction, of the inability to obtain materials.

2.5 City's Right to Suspend for Convenience.

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The City may, at its sole option and for its convenience, suspend all or any portion of the Consultant's performance of the Consulting Services, for a reasonable period of time not to exceed six (6) months. In accordance with the provisions of this Agreement, the City will give written notice to the Consultant of such suspension. In the event of such a suspension, in accordance with the provisions of Article III of this Agreement, the City shall pay to the Consultant a sum equivalent to the reasonable value of the Consulting Services the Consultant has performed up to the date of suspension as determined pursuant to Exhibit A. Thereafter, the City may rescind such suspension by giving written notice of rescission to the Consultant. The City may then require the Consultant to resume performance of the Consulting Services in compliance with the terms and conditions of this Agreement; provided, however, that the Consultant shall be entitled to an extension of time equal to the length of the suspension, unless otherwise agreed to in writing by the Parties.

2.6 City's Right to Terminate for Convenience.

The City may, at its sole option and for its convenience, terminate all or any portion of the Consulting Services agreed to pursuant to this Agreement by giving written notice of such termination to the Consultant. Such notice shall be delivered by certified mail with return receipt for delivery to the City. The termination of the Consulting Services shall be effective upon receipt of the notice by the Consultant. After termination of this Agreement, the Consultant shall complete any and all additional work necessary for the orderly filing of documents and closing of the Consultant's Consulting Services under this Agreement. For services rendered in completing the work, the Consultant shall be entitled to payment for the Consulting Services performed by the Consultant before the effective date of termination as determined pursuant to Exhibit A. After filing of documents and completion of performance, the Consultant shall deliver to the City all drawings, plans, calculations, specifications and other documents or records related to both the Project and to the Consultant's Consulting Services on all Task(s). By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Consultant discharges the City of all of the City's payment obligations and liabilities under this Agreement.

2.7 Consultant's Right to Terminate for Convenience.

The Consultant may, at its sole option and for its convenience, terminate all or any portion of the Consulting Services agreed to pursuant to this Agreement by giving written notice of such termination to the City. Such notice shall be delivered by certified mail with return receipt for delivery to the Consultant. The termination of the Consulting Services shall be effective upon receipt of the notice by the City. After termination of this Agreement, the Consultant shall complete any and all additional work necessary for the orderly filing of documents and closing of the Consultant's Consulting Services under this Agreement. For services rendered in completing the work, the Consultant shall be entitled to payment for the Consulting Services performed by the Consultant before the effective date of termination as determined pursuant to Exhibit A. After filing of documents and completion of performance, the Consultant shall deliver to the City all drawings, plans, calculations, specifications and other documents or records related to both the Project and to the Consultant's Consulting Services on all Task(s). By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Consultant discharges the City of all of the City's payment obligations and liabilities under this Agreement.

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2.8 City's Right to Terminate for Default.

If the Consultant substantially fails to perform or adequately perform any material obligation required by this Agreement, the Consultant's failure constitutes a default. If the Consultant fails to satisfactorily cure a default within ten calendar days of receiving written notice from the City specifying the nature of the default, the City may immediately cancel and/or terminate this Agreement, and terminate each and every right of the Consultant, and any person claiming any rights by or through the Consultant under this Agreement. The rights and remedies of the City enumerated in Section 2.8 are cumulative and shall not limit, waive, or deny any of the City's rights under any other provision of this Agreement. Nor does this Section otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to the City against the Consultant.

2.9 City's Right to Terminate for Bankruptcy or Assignment for the Benefit of Creditors.

If the Consultant files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, consistent with applicable law, the City may at its option and without further notice to or demand upon the Consultant, immediately cancel and/ or terminate this Agreement, and terminate each and every right of the Consultant, and any person claiming any rights by or through the Consultant. The rights and remedies of the City enumerated in Section 2.9 are cumulative and shall not limit, waive, or deny any of the City's rights under any other provision of this Agreement. Nor does this Section otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to the City against the Consultant.

ARTICLE III

COMPENSATION

3.1 General.

The City shall pay the Consultant for all the Consulting Services and all expenses related to performance under this Agreement, in an amount as set forth in the Fee Schedule attached and incorporated as Exhibit B. The Fee Schedule includes the all costs for subconsultants or subcontractors. If the Fee Schedule does not specify cost reimbursement, no cost reimbursement shall be paid. The Consultant shall be entitled to compensation for the Consulting Services under this Agreement, whether within the scope of work for any Task, or as Additional Services, based on the Fee Schedule. Costs and fees shall be valid for at least the first year services are provided to the City and may be adjusted no more than annually thereafter as with the consent of the City. If the contract is to be performed on a per-task basis, prior to beginning performance on each task, Consultant shall provide a proposal to the City including a not to exceed cost estimate for each task, a schedule of work, and a scope of work. The scope of work shall include all activities or work reasonably anticipated as necessary for successful completion of each task presented by the City.

3.2 Manner of Payment.

The Consultant shall bill all fees and expenses incurred in accordance with this Agreement directly to the City on a monthly basis unless otherwise specified in Exhibit B.

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3.2.1 Payments.

The Consultant shall submit one invoice per calendar month for work performed in accordance with the Fee Schedule. The Consultant shall include with each invoice a description of completed work. Undisputed portions of invoices to the City must be in accordance with the Fee Schedule and generally will be payable if approved, within thirty calendar days of receipt.

3.3 Additional Services.

If the City requires additional Consulting Services beyond the task, except for Additional Costs as described in Section 3.4 of this Agreement, the Consultant will be paid an additional fee. Additional Services shall be in accordance with the rates provided in the Fee Schedule. The City and the Consultant must agree in writing upon such fee prior to the Consultant beginning the Additional Services.

3.4 Additional Costs.

Additional Costs are those costs that can be reasonably determined to be related to the Consultant's errors or omissions, and may include Consultant, City, or Sub consultant overhead, construction, materials, demolition, and related costs ("Additional Costs.") The Consultant shall not be paid for the Consulting Services required due to the Consultant's errors or omissions, and the Consultant shall be responsible for any Additional Costs associated with such errors or omissions. Consultant agrees that these Additional Costs may be deducted from monies due, or that become due to the Consultant under this agreement. Whether or not there are any monies due, or becoming due, the Consultant shall reimburse the City for Additional Costs due to the Consultant's errors or omissions.

3.5 Eighty Percent Notification.

The Consultant shall promptly notify the City in writing of any potential cost overruns. Cost overruns include, but are not limited to the following: (1) where anticipated costs to be incurred in the next sixty calendar days, when added to all costs previously incurred, will exceed 80 percent of the maximum compensation for this Agreement; or (2) where the total cost for performance of the Scope of Services appears that it may be greater or less than the maximum compensation for this Agreement.

ARTICLE IV

CONSULTANT'S OBLIGATIONS

4.1 Industry Standards.

In addition to the Consultant's covenants described in Article VI hereof, the Consultant agrees that the Consulting Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional consulting firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by

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the City, the City Manager, or other representatives of the City is required, it is understood to be general approval only and does not relieve the Consultant of responsibility for complying with all applicable laws, codes, and good consulting practices.

4.1.1 Licenses.

At all times during the term of this Agreement and any extension thereof, Consultant shall have in full force and effect all licenses required of it by law for the performance of the services described in this Agreement.

4.2 Right to Audit.

4.2.1 Access. The City retains the right to review and audit, and the reasonable right of access to Consultant's and all subconsultant's premises to review and audit the Consultant's compliance with the provisions of this Agreement. The City's audit rights include but are not limited to the right to inspect and copy, and to retain copies, outside of the Consultant's premises, of any and all records with appropriate safeguards, if such retention is deemed necessary by City in its sole discretion. This information shall be kept by the City in strictest confidence allowed by law.

4.2.2 Audit. The City's audit rights include the right to examine any and all books, records, documents and any other evidence of procedures and practices that the City determines are necessary to discover and verify that the Consultant is in compliance with all requirements under this Agreement.

4.2.2.1 Cost of Audit. If there is a claim for additional compensation or for Additional Services, the City may examine books, records, documents, and any and all other evidence and accounting procedures and practices that the City determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

4.2.2.1.1 Accounting Records. The Consultant shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. The Consultant shall make available to the City for review and audit; all Project related accounting records and documents, and any other financial data. Upon the City's request, the Consultant shall submit exact duplicates of originals of all requested records to the City at Consultant's cost

4.2.3 City's Right--Binding on Subconsultants. The Consultant shall include the City's audit rights as described in Section 4.2, in any and all subcontracts, and shall ensure that these sections are binding upon all subconsultants.

4.3 Insurance.

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached to and made a part of this agreement.

4.4 Subconsultants.

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The Consultant's hiring of or retaining any third parties ("subconsultants") to perform services related to the Project is subject to prior approval by the City. The Consultant shall list on the subconsultants list all subconsultants known to the Consultant at the time this Agreement is entered. If at any time after this Agreement is entered into the Consultant identifies a need for additional subconsultant services, the Consultant shall give written notice to the City of the need, at least forty-five (45) days before entering into a contract for such subconsultant services. The Consultant's notice shall include a justification, a description of the scope of work, and an estimate of all costs for the subconsultant services. The Consultant may request that the City reduce the forty-five day notice period. The City agrees to consider such requests in good faith. In the event the City does not agree to such subconsultant or subconsultant services, the Consultant shall be responsible for all costs of the subconsultant services.

4.4.1 Subconsultant Contract. All contracts entered into between the Consultant and a Subconsultant shall contain the information as described in Sections 4.3, 4.6, 4.7, 4.9 and, 4.10 as well as any other information, terms, and conditions required elsewhere in this Agreement to be included in said agreements. Pursuant to Exhibit C, Consultant agrees to ensure that is subconsultants, subcontractors and any other party involved with the project by Consultant provide the same minimum insurance coverage and endorsements.

4.4.1.2 The Consultant is obligated to pay the Subconsultant, for Consultant- and City-approved invoice amounts, out of amounts paid by the City to the Consultant, not later than fourteen working days from the Consultant's receipt of payment from the City. Nothing in this paragraph shall be construed to impair the right of the Consultant and any subconsultant to negotiate fair and reasonable pricing and payment provisions among themselves.

4.4.1.3 In the case of a deficiency in the performance of subconsultant Services, the Consultant shall notify the City in writing of any withholding of payment to the subconsultant, specifying: (a) the amount withheld; (b) the specific cause under the terms of the subcontract for withholding payment; (c) the connection between the cause for withholding payment and the amount withheld; and (d) the remedial action the subconsultant must take in order to receive the amount withheld. Once the subconsultant corrects the deficiency, the Consultant shall pay the subconsultant the amount withheld within fourteen working days of the Consultant's receipt of the City's next payment.

4.4.1.4 In any dispute between the Consultant and subconsultant, the City shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The Consultant agrees to defend and indemnify the City as described in Article VI of this Agreement in any dispute between the Consultant and subconsultant should the City be made a party to any judicial or administrative proceeding to resolve the dispute in violation of this position.

4.4.1.5 The subconsultant is bound to the same requirements as the primary consultant for assurances to the City regarding non-discrimination covenants set forth in Article IV, Section 4.6.

4.5 Contract Activity Report.

The Consultant shall submit statistical information to the City as requested in the City's Contract Activity Report. The statistical information shall include the amount of subcontracting provided by firms during the period covered by the Contract Activity Report. With the Contract

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Activity Report, the Consultant shall provide an invoice from each subconsultant listed in the report. The Consultant agrees to issue payment to each firm listed in the Report within fourteen working days of receiving payment from the City for subconsultant Services as described in Section 4.4.1.

4.6 Non-Discrimination Requirements.

The Consultant shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subconsultants, vendors or suppliers. The Consultant shall provide equal opportunity for subconsultants to participate in sub consulting opportunities. The Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall be in contracts between the Consultant and any subconsultants, vendors and suppliers.

4.7 Drug-Free Workplace.

The Consultant agrees to ensure a drug free work place. The Consultant shall certify to the City that it will provide a drug-free workplace by submitting a Consultant Certification for a Drug-Free Workplace form.

4.7.1 Consultant's Notice to Employees.

The Consultant shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the work place, and specifying the actions that will be taken against employees for violations of the prohibition.

4.7.2 Drug-Free Awareness Program.

The Consultant shall establish a drug-free awareness program to inform employees about all of the following:

4.7.2.1 The dangers of drug abuse in the work place.

4.7.2.2 The policy of maintaining a drug-free work place.

4.7.2.3 Available drug counseling, rehabilitation, and employee assistance programs.

4.7.2.4 The penalties that may be imposed upon employees for drug abuse violations.

4.7.3 Posting the Statement.

In addition to Section 4.7.1 above, the Consultant shall post the drug-free policy in a prominent place.

4.7.4 Subconsultant's Agreements.

The Consultant further certifies that each contract for Subconsultant Services for this Project shall contain language that binds the Subconsultant to comply with the provisions of

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Article IV, Section 4.7 of this Agreement. Consultants and Subconsultants shall be individually responsible for their own drug-free work place program.

4.8 Product Endorsement.

The Consultant acknowledges and agrees that any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

4.9 Conflict of Interest.

The Consultant is subject to all applicable federal, state and local conflict of interest laws, regulations and policies applicable to its contract with the City and procurement practices related to such contract, including but not limited to California Government Code sections 1090, etc. seq. and 81000, et. seq. Consultant may be required to complete one or more statements of economic interest disclosing relevant financial interests as determined by Exhibit D, Consultant's Statement of Financial Interest, attached and incorporated as if fully set forth herein. City may amend Exhibit D from time to time. Upon the City's request, the Consultant shall submit the necessary supplementary documentation to the City.

4.9.1 The Consultant shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

4.9.2 The Consultant and its subconsultants having subcontracts amounting to one percent (1%) or more of the value of the Consulting Services agreed to under this Agreement are precluded from participating in design services, on behalf of the contractor, construction management, and any other construction services related in any way to the Consulting Services without the prior written consent of the City.

4.9.3 The Consultant's personnel employed on any Task shall not accept gratuities or any other favors from any subconsultants or potential subconsultants. In connection with any Task, the Consultant shall not recommend or specify any product, supplier, or contractor with whom the Consultant has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

4.9.4 If the Consultant violates any conflict of interest laws or any of these provisions in Section 4.10, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the Consultant to liability to the City for attorney fees and all damages sustained as a result of the violation.

4.9.5 Consultant covenants that neither he/she nor any officer or principal of his/her firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed as an officer, employee, agent or subconsultant. Consultant further covenants that Consultant has not contracted with nor is he/she performing any services, directly or indirectly, with any developer(s) and/or property owners(s) and/or firms(s) and /or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its

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subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

4.9.6 Undue Influence. Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this subsection shall be a material breach of the Agreement entitling the City to any and all remedies at law or in equity.

4.10 Mandatory Assistance.

If a third party dispute or litigation, or both, arises out of, or relates in any way to the Consulting Services provided under this Agreement, upon the City's request, the Consultant, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Consultant's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation. The provisions of Section 1.5 also shall apply to the provision of such mandatory assistance.

4.11 Compensation for Mandatory Assistance.

The City may compensate the Consultant for fees incurred for providing Mandatory Assistance as Additional Services under Section 3.3.

4.12 Attorney Fees related to Mandatory Assistance.

In providing the City with dispute or litigation assistance, the Consultant or its agents, officers, and employees may incur expenses and/or costs. The Consultant agrees that any attorney fees it may incur as a result of assistance provided under Section 4.11 are not reimbursable.

ARTICLE V

CITY'S OBLIGATIONS

5.1 Ownership of Documents.

Consultant shall maintain complete and accurate records relating to the performance of services under this Agreement. Consultant shall maintain records of services in sufficient detail to permit an evaluation of such services. All documents, including but not limited to, original plans, studies, sketches, drawings, computer printouts and disk files, and specifications prepared in connection with or related to any Task or Consulting Services, shall be and remain the property of the City. The City's ownership of these documents includes use of, reproduction or reuse of and all incidental rights, whether or not the work for which they were prepared has been performed. This Section shall apply whether the Consultant's Consulting Services are

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terminated: (a) by the completion of the Project, or (b) in accordance with other provisions of this Agreement. Notwithstanding any other provision of this paragraph or Agreement, the Consultant shall have the right to make copies of all such plans, studies, sketches, drawings, computer printouts and disk files, and specifications at Consultant's sole expenses. All records and supporting documents shall be maintained by Consultant for a minimum of three (3) years after the date of final payment, and longer if requested by the provisions of applicable laws or regulations or as requested by the City.

The Consultant shall not be responsible for damage caused by subsequent changes to or uses of the plans or specifications, where the subsequent changes or uses are not authorized or approved by the Consultant, provided that the service rendered by the Consultant was not a proximate cause of the damage.

Upon completion, termination or suspension of the Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes and other documents prepared in the course of providing the services to e performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without of the permission of the Consultant,. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to Agency all right, title and interest, including any copyright, in and to the documents, designs, drawings, maps models, computer files, surveys, notes and other documents prepared by Consultant in the course of providing the services under this Agreement.

5.2 Additional Consultants or Contractors.

The City reserves the right to employ, at its own expense, such additional consultants or contractors as the City deems necessary to perform work or to provide the Consulting Services on the Project.

5.3 Employment of City Staff.

This Agreement may be unilaterally and immediately terminated by the City, at its sole discretion, if the Consultant employs an individual who, within the last twelve months immediately preceding such employment did, in the individual's capacity as an officer or employee of the City, participate in, negotiate with, or otherwise have an influence on the recommendation made to the City Council or City Manager in connection with the selection of the Consultant.

ARTICLE VI

INDEMNIFICATION

6.1 Indemnification for Professional Liability.

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless

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City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel fees and costs for counsel acceptable to City, caused in whole or in part by any negligent or wrongful act, error or commission of Consultant, its officers, agents, employees or subconsultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of (or failure to perform) professional services under this Agreement.

6.2 Indemnification for Other than Professional Liability.

Other than in the performance of or failure to perform professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, including legal counsel fees and costs for counsel acceptable to City, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to , in whole or in part, the performance of or failure to perform under this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees, subcontractors or subconsultants of Consultant.

6.3 General Indemnification Provisions.

Consultant shall obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this agreement or this section.

6.4 Duty to Defend

In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit or other adversarial proceeding arising from the performance of or failure to perform the Consulting Services encompassed by this Agreement, and upon demand by City, the Consultant shall have an immediate duty to defend the City at Consultant's cost or, at City's option, to reimburse the City for its costs of defense, including for attorney's fees and costs incurred in the defense of such matters. Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence of the City or its officers, employees or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

ARTICLE VII

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MISCELLANEOUS

7.1 Notices.

In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: **Marcela Piedra, Deputy City Manager, City of El Centro, 1275 Main Street, El Centro, CA 92243,** and notice to the Consultant shall be addressed to: **David Erickson, Chief Executive Officer, Erickson Hall Construction, 500 Corporate Dr., Escondido, CA 92029.**

7.2 Headings.

All article headings are for convenience only and shall not affect the interpretation of this Agreement.

7.3 Non-Assignment.

The Consultant shall not assign the obligations under this Agreement, whether by express assignment or by sale of the company, nor any monies due or to become due, without the City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for immediate termination of this Agreement, at the sole discretion of the City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.

7.4 Independent Contractors.

The Consultant and any subconsultants employed by the Consultant shall be and at all times remain independent contractors and not agents of the City. The personnel performing the services under this Agreement on behalf of the Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Any provisions of this Agreement that may appear to give the City any right to direct the Consultant concerning the details of performing the Consulting Services, or to exercise any control over such performance, shall mean only that the Consultant shall follow the direction of the City concerning the end results of the performance. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City or bind City in any manner. No employee benefits shall be available to Consultant in connect with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

7.5 Consultant and Subconsultant Principals for Consulting Services.

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It is understood that this Agreement is for unique professional services. Retention of the Consultant's Consulting Services is based on the particular professional expertise of the individuals rendering the services set forth in each task. Accordingly, portions of the described service may not be delegated to other members of the team or Subcontractors without prior written consent by the City. It is mutually agreed that David Erickson, is the principal person responsible for delivery of all professional services and may not be removed from any tasks without the City's prior written approval. In the event David Erickson becomes unavailable for any reason, the City must be consulted as to any replacement. Further, the City reserves the right, after consultation with the Consultant, to require removal of the Consultant's employees or agents.

7.6 Covenants and Conditions.

All provisions of this Agreement expressed as either covenants or conditions on the part of the City or the Consultant shall be deemed to be both covenants and conditions.

7.7 Compliance with Controlling Law.

The Consultant shall keep itself informed of State and Federal laws and regulations that in any manner affect those employed by it or the performance of this Agreement. The Consultant shall at all times observe and comply with all applicable laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement, including but not limited to California prevailing wage requirements (such as Labor Code section 1720 et seq as amended from time to time) relating to the payment of prevailing wages during the design and preconstruction phases of a project, including inspection and land surveying work. In addition, the Consultant shall comply immediately with all directives issued by the City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

7.8 Jurisdiction, Venue, and Attorney Fees.

The venue for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in the County of Imperial, State of California.

7.9 Successors in Interest.

This Agreement and all rights and obligations created by this Agreement shall be in force and effect whether or not any Parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any Party's successor in interest.

7.10 Integration.

This Agreement and the exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, or written pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force and effect. Each

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party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by either Parties or an amendment to this Agreement agreed to by both Parties. All prior negotiations and agreements are merged into this Agreement.

7.11 Counterparts.

This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

7.12 No Waiver.

No failure of either the City or the Consultant to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

7.13 Severability.

The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.

7.14 Municipal Powers.

Nothing contained in this Agreement shall be construed as a limitation upon the powers of the City as a charter city of the State of California.

7.15 Drafting Ambiguities.

The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision that is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

7.16 Signing Authority.

The representative for each Party signing on behalf of a corporation, partnership, joint venture, or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

7.17 Conflicts Between Terms.

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If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the City Council of the City of El Centro, acting by and through City Manager, pursuant to Resolution No. , authorizing such execution, and by the Consultant.

THE CITY OF EL CENTRO

By:_____
Marcela Piedra, Deputy City Manager

Date: _____

I HEREBY CERTIFY I can legally bind Erickson-Hall Construction and that I have read all of this Agreement, this _____day of _____, 2016.

By: _____
Authorized Representative

Print Name _____

Title: _____

Date: _____

I HEREBY APPROVE the form and legality of the foregoing Agreement this_____ day of _____, 2016.

APPROVED AS TO FORM:
Office of the City Attorney

By _____ Date _____
Elizabeth L. Martyn, City Attorney

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EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting CONSULTANT's indemnification of CITY, and prior to commencement of Work, CONSULTANT shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and in a form satisfactory to CITY.

General liability insurance. CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. CONSULTANT shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. CONSULTANT shall maintain professional liability insurance that covers the Services to be performed in connection with this AGREEMENT, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this AGREEMENT and CONSULTANT agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this AGREEMENT.

Workers' compensation insurance. CONSULTANT shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

CONSULTANT shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees and volunteers.

Proof of insurance. CONSULTANT shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by CITY's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONSULTANT, his agents, representatives, employees or sub consultants.

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Primary/noncontributing. Coverage provided by CONSULTANT shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.

CITY's rights of enforcement. In the event any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this AGREEMENT.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of A.M. Best's Key Rating Guide, unless otherwise approved by the CITY's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its sub consultants.

Enforcement of contract provisions (non estoppel). CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONSULTANT of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

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Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. CONSULTANT agrees to ensure that its sub consultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONSULTANT, provide the same minimum insurance coverage and endorsements required of CONSULTANT. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONSULTANT agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.

CITY's right to revise specifications. The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the CITY and CONSULTANT may renegotiate CONSULTANT's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.

Timely notice of claims. CONSULTANT shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

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EXHIBIT "D"

CONSULTANT'S FINANCIAL DISCLOSURE STATEMENT [1]

Consultant will comply with all conflict of interest laws and regulations including, without limitations, City's Conflict of Interest Code (on file in the City Clerk's Office) as required by Section 4.10 of this Agreement. It is incumbent upon the Consultant to notify the City pursuant to Sections 7.1 and 7.5 of any staff changes relating to this Agreement. The City Manager has made the following determination and Consultant, by his/her signature, acknowledges said determination. [2]

A. In accomplishing the scope of services of this Agreement, all officers, employees and/or agents of Consultant will be performing a very limited and closely supervised function, and, therefore, unlikely to have a conflict of interest arise. No disclosures are required of any officers, employees, and/or agents of Consultant. Consultant duties are as follows:

Deputy City Manager	Consultant Signature & Title

B. In accomplishing the scope of services of this Agreement, Consultant will be performing a specialized or general service for the City, and there is substantial likelihood that the Consultant may make or participate in making a governmental decision which may have a foreseeable material effect on a financial interest. As a result, the Consultant shall be subject to the Disclosure Category "Consultant" of the City's Conflict of Interest Code.

Deputy City Manager	Consultant Signature & Title

[1] Title 2, Division 6. California Code of Regulations Section 18701(a)(2). Pursuant to a contract with a local government agency, a consultant shall be required to file a Statement of Economic Interest if that consultant will: "(A) Make a government decision whether to: (1) Approve a rate, rule or regulation; (2) Adopt or enforce a law; (3) Issue, deny, suspend or revoke any permit, license, application, certificate, approval, order or similar authorization or entitlement; (4) Authorize the agency to enter into, modify or renew a contract provided it is the type of contract which requires agency approval; (5) Grant agency approval to a contract which requires agency approval and which the agency is the party or to the specifications for such contract; (6) Grant agency approval to a plan, design, report, study or similar item; or (7) Adopt, or grant approval of policies, standards or guidelines for the agency or for any subdivision thereof; or (B) Serves in a staff capacity with the agency and in that capacity participates in making a governmental decision as defined in regulation 18702.2 or performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code, under Governmental Code Section 87302."

[2] Disclosure by Consultants: Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the City's adopted Conflict of Interest Code, subject to the following limitations: The City Manager may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that is limited in scope and closely supervised, and, thus, is not required to comply with the disclosure requirements in the City's adopted Conflict of Interest Code. Such written determination shall include a description of the consultant's duties. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as the City's adopted Conflict of Interest Code.

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Cancellation of January 3, 2017 City Council meeting.

CITY MANAGER'S RECOMMENDATION:

Approval of the cancellation of the January 3, 2017 City Council meeting.

Should a pressing matter require Council action before the next regular meeting of January 17, 2017, a special meeting will be called.

SCHEDULED
INFORMATION ITEM (ID # 2126)

Received and referred to Community Development Department/Planning Department, Application for Alcoholic Beverage License - Vacation Inn El Centro 2015 Cottonwood Circle, El Centro, CA 92243-4210

CITY MANAGER'S RECOMMENDATION:

Received and referred to Community Development Department/Planning Department, Application for Alcoholic Beverage License - Vacation Inn El Centro 2015 Cottonwood Circle, El Centro, CA 92243-4210

ATTACHMENTS:

- Vacation Inn El Centro Alcoholic Beverage License (PDF)

Department of Alcoholic Beverage Control

State of California

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control
34-160 GATEWAY DR.
STE 120
PALM DESERT, CA 92211
(760) 324-2027

File Number: **576714**
Receipt Number: **2399601**
Geographical Code: **1304**
Copies Mailed Date: **November 29, 2016**
Issued Date:

RECEIVED
DEC 0 5 2016
OFFICE OF CITY CLERK
CITY OF EL CENTRO

DISTRICT SERVING LOCATION: **PALM DESERT**

First Owner: **HEMANT LLC**

Name of Business: **VACATION INN EL CENTRO**

Location of Business: **2015 COTTONWOOD CIR**
EL CENTRO, CA 92243-4210

County: **IMPERIAL**

Is Premise inside city limits? **Yes** Census Tract **0118.02**

Mailing Address: (If different from premises address) **5525 RICH HILL WAY**
YORBA LINDA, CA 92886-5110

Type of license(s): **42**

Transferor's license/name: **503257 / KUMAR, BHARAT KANJI** Dropping Partner: Yes___ No___

License Type	Transaction Type	Fee Type	Master	Dup	Date	Fee
42 - On-Sale Beer And Wine	ANNUAL FEE	NA	Y	0	11/29/16	$261.00
42 - On-Sale Beer And Wine	PERSON-TO-PERSON TRANSFER	NA	Y	0	11/29/16	$150.00
NA	ISSUE TEMPORARY PERMIT	NA	N	0	11/29/16	$100.00
NA	FEDERAL FINGERPRINTS	NA	N	4	11/29/16	$96.00
NA	STATE FINGERPRINTS	NA	N	4	11/29/16	$156.00
					Total	$763.00

Have you ever been convicted of a felony? **No**

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**

Explain any "Yes" answer to the above questions on an attachment which shall be deemed part of this application.

Applicant agrees (a) that any manager employed in an on-sale licensed premises will have all the qualifications of a licensee, and (b) that he will not violate or cause or permit to be violated any of the provisions of the Alcoholic Beverage Control Act.

STATE OF CALIFORNIA County of IMPERIAL Date: November 29, 2016

Under penalty of perjury, each person whose signature appears below, certifies and says: (1) He is an applicant, or one of the applicants, or an executive officer of the applicant corporation, named in the foregoing application, duly authorized to make this application on its behalf; (2) that he has read the foregoing and knows the contents thereof and that each of the above statements therein made are true; (3) that no person other than the applicant or applicants has any direct or indirect interest in the applicant or applicant's business to be conducted under the license(s) for which this application is made; (4) that the transfer application or proposed transfer is not made to satisfy the payment of a loan or to fulfill an agreement entered into more than ninety (90) days preceding the day on which the transfer application is filed with the Department or to gain or establish a preference to or for any creditor or transferor or to defraud or injure any creditor of transferor; (5) that the transfer application may be withdrawn by either the applicant or the licensee with no resulting liability to the Department.

Effective July 1, 2012, Revenue and Taxation Code Section 7057, authorizes the State Board of Equalization and the Franchise Tax Board to share taxpayer information with Department of Alcoholic Beverage Control. The Department may suspend, revoke, and refuse to issue a license if the licensee¿s name appears in the 500 largest tax delinquencies list. (Business and Professions Code Section 494.5.)

Applicant Name(s) Applicant Signature(s)

See 211 Signature Page

HEMANT LLC

Attachment: Vacation Inn El Centro Alcoholic Beverage License (2126 : Application for Alcoholic Beverage License-Vacation Inn El Centro)