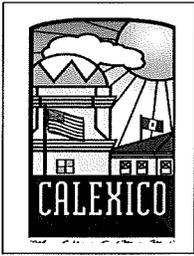


**AGENDA
ITEM**

7



AGENDA STAFF REPORT

DATE: November 2, 2016

TO: Mayor and City Council

APPROVED BY: Armando G. Villa, City Manager *Armando G. Villa*

PREPARED BY: Nick Fenley, Public Works Manager *Nick Fenley*

SUBJECT: Authorize the City Manager to Sign Agreement of Professional Services with Chen Ryan Associates, Inc. for the Calexico Bicycle Master Plan Update – State Project No. 74A0867.

=====

Recommendation:

Authorize the City Manager to Sign Agreement of Professional Services with Chen Ryan Associates, Inc. for the Calexico Bicycle Master Plan Update – State Project No. 74A0867.

Background:

On April 24, 2015, the City of Calexico Public Works Department received an award letter from California Department of Transportation (Caltrans) under the Sustainable Transportation Planning for FY 2015-2016 in the amount of \$85,000.00 (\$75,250.00 – State Grant and \$9,750 – Local Match) for the Calexico Bicycle Master Plan Update. The City requested funding to update the existing Calexico Bicycle Master Plan that was approved and adopted by the City Council on May 27, 2003.

Discussion & Analysis:

On June 1, 2016, the City of Calexico Public Works Department solicited proposals from qualified consultants to prepare a comprehensive update of the 2003 Calexico Bicycle Master Plan (CBMP). The CBMP update will be a succinct, useful, and effective document to guide the design and implementation of bicycle facilities in the City of Calexico. The updated CBMP will help the City to create and improve bicycle access to key facilities and destinations, including shopping center, employment centers, schools, parks and public facilities.

On June 29, 2016, the Office of the City Clerk received seven (7) proposals from the following firms:



1. Alta
2. Chen Ryan Associates, Inc.
3. Fehr & Peers
4. KOA
5. KTU+A
6. Nelson/Nygaard
7. Transpogroup

After receipt of all proposals, City staff conduct an evaluation of the written proposals and rank them accordingly. An oral presentation and interview of the most qualified proposals, based on the selection criteria, was required before the evaluation committee. Oral presentation and interviews were held at City Hall by the following firms:

1. Chen Ryan Associates, Inc.
2. KOA
3. Transpogroup

The final ranking was based on a combination of the oral presentation, interview and the written proposal submitted. The firm that scored the highest was Chen Ryan Associates, Inc., therefore, the evaluation committee recommends that the City Council of the City of Calexico authorize the City Manager to sign Agreement of Professional Services with Chen Ryan Associates, Inc. for the Calexico Bicycle Master Plan Update – State Project No. 74A0867.

Fiscal Impact:

CIP Budgeted Item for FY 2016-2017.
State Grant \$79,410.00.

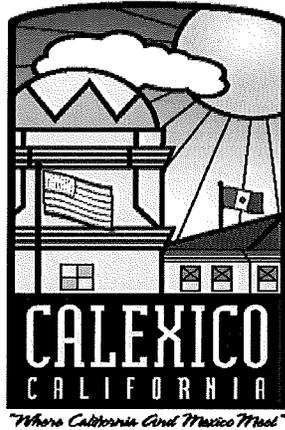
Coordinated With:

Department of Transportation (Caltrans).

Attachment:

1. Request for Proposals (RFP) dated June 1, 2016.
2. Chen Ryan Associates, Inc. Proposal.
3. Chen Ryan Associates, Inc. Cost Proposal.
4. Chen Ryan Associates, Inc. Agreement for Professional Services.

CITY OF CALEXICO



Request for Proposals Calexico Bicycle Master Plan Update Project No. 2016-600

**Office of the City Manager
Engineering Division
608 Heber Avenue
Calexico, CA 92231
760/768-2100
www.calexico.ca.gov**

June 1, 2016

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I. INTRODUCTION

The City of Calexico is soliciting proposals from qualified consultants to prepare a comprehensive update of the 2003 Calexico Bicycle Master Plan (CBMP). The CBMP update will be a succinct, useful, and effective document to guide the design and implementation of bicycle facilities in the City of Calexico. The updated CBMP will help the City to create and improve bicycle access to key facilities and destinations, including shopping center, employment centers, schools, parks and public facilities.

The updated CBMP shall be easy to read and understand, with clear maps and graphics and concise policies and programs. Staff intends for the updated CBMP to be practical, feasible, and easy to implement. The CBMP update is also an opportunity to build an engaged bicycle constituency in the City to advocate for implementation of the CBMP over time. The City Council authorized staff to apply for a \$80,000 grant to fund this update. The grant was funded in January 2016 and project must be completed by January 31, 2018.

II. BACKGROUND

The CBMP was adopted by the City Council of the City of Calexico in May 27, 2003. A complete and approved update to this document has not occurred since 2003. In addition, an update to this plan will better reflect current area conditions and stakeholder desires which, is likely to better position the City in its pursuit of other funding sources. The updated plan, which has been given the working title of Calexico Bicycle Master Plan Update, will provide a comprehensive approach to the provision of non-motorized paths of travel for both transportation and recreational uses. The plan seeks to create a complete conceptual network for cyclists that can introduce new and improved travel paths that connect both existing and planned facilities.

This project will reassess the 2003 CBMP for improvements recommended throughout the city associated with both existing developed and new development areas. These improvements will provide a comprehensive bicycle network for the City. Although many recommended improvements and un-built segments of the original plan have not changed since the original plan, the improvements that have been made to date and un-built segments will be assessed and bicycle routes throughout the City will be developed. A prioritization plan to implement these projects will be developed with input from the community and city commissions.

The City will select a consultant to perform the work, and the final scope, schedule and budget will be negotiated. The City will then issue a notice to proceed to confirm the terms and initiate the work. If the selected firm fails to perform to the City's satisfaction, the City reserves the right to terminate the work and award the work to another on-call firm.

This Request for Proposals (RFP) describes the required scope of work and the information that must be included in each proposal. Failure to submit information in accordance with the RFP's requirements and procedure may be cause for disqualification.

III. SCOPE OF WORK

The purpose of this RFP is to retain a consulting firm to prepare a comprehensive update of the City's Bicycle Master Plan. A list of the tasks to be completed by the proposed consultant are listed below.

TASK 1 – Project Initiation

- 1.1 Kick-off meeting
- 1.2 Coordination and work plan

TASK 2 – Community Outreach

- 2.1 Community outreach plan
- 2.2 Stakeholder interviews
- 2.3 Community “focus” workshop

TASK 3 – Calexico Bicycle Master Plan Update

- 3.1 Existing conditions data report
- 3.2 Community needs analysis
- 3.3 Available and potential routes
- 3.4 Program recommendations
- 3.5 Draft Calexico Bicycle Master Plan Update
- 3.6 Final Calexico Bicycle Master Plan Update

TASK 4 – City Council Adoption of the Calexico Bicycle Master Plan Update

- 4.1 City Council Adoption of the Calexico Bicycle Master Plan Update

Selected consultant will be expected to manage the project, carefully control costs and resources, and complete assigned work on schedule. The consultant shall assign a project manager for the project who will act as the City's primary contact and will be entirely responsible for the consultant's work (including subconsultant work). To insure the project remains on track, the following project management activities will be required:

1. Progress Reports – The consultant shall provide progress reports to the City's project manager which shall include the following information:
 - a. Status of work completed to date.
 - b. Work anticipated to be completed in the next reporting period.
 - c. Problems/Obstacles identified during the reporting period.
 - d. Outstanding issues (items would remain on this list until resolved).
2. Coordination meetings – The consultant, working closely with the City's project manager, shall conduct coordination meetings as needed to complete the required task related to the various portions of the project. Attendees will include appropriate City staff as well as

appropriate individuals from the consultant team including Caltrans and County of Imperial staff as well as other appropriate stakeholders. The consultant shall provide an agenda, and prepare minutes for all meetings. In addition, the consultant shall update the project schedule prior to the coordination meetings, and shall present the updated schedule at the meeting.

Upon completion of the project, the Consultant shall submit all electronic files (i.e. workable files, GIS mapping/files, conditions analysis, data, etc.) related to the production of the project to the City. Additionally, the following number of completed reports and Final Documentation shall be submitted for the following steps:

1. Staff Draft – 6 copies
2. Planning Commission and Recreation Commission Draft – 14 copies
3. Council Draft. – 10 copies

The Consultant shall prepare a detailed Scope of Work for the project detailed above and include a schedule and expenditure plan. The Consultant is encouraged to include additional scope of service tasks that it feels should be included in the project. The Scope of Services should describe each step in the overall review, analysis and completion of the work. The City is interested in different cost-effective approaches to completing project items and the final Scope of Services will be subject to negotiation.

The Consultant will be responsible for actively managing the project and for providing all services and work to complete the project, including gathering and analyzing all information, data and requirements.

The Consultant will be required to agree with the Contract Cost Principals listed in the Federal Acquisition Regulations Systems, Chapter 1, Part 31, et seq., and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, and all other provisions included in Funds Transfer Agreement No. 74A0867 between the City of Calexico and the California Department of Transportation. For a copy of Funds Transfer Agreement No. 74A0867 please contact the Office of the City Manager.

IV. SUBMITTAL REQUIREMENTS

Proposals shall include the following:

1. Introductory Letter
The introductory letter shall be addressed to:

City Manager
City of Calexico
Office of the City Manager
608 Heber Avenue
Calexico, CA 92231

Specify the name of the firm submitting the proposal, the firm's mailing address, telephone number, fax number and the name of the individual to contact if further information is desired. This letter should contain a statement of the consultant's basic understanding of the City's needs. This should be based on information available in this Request for Qualifications, available documents, and applicable regulations or requirements. This letter should also contain an expression of the consultant's interest in the work, a statement regarding the qualifications of the consultant to do the work and any summary information on the project team or the consultant that may be useful or informative to the City.

Within the introductory letter, the consultant should address the acceptability of the terms and conditions for the standard Model Contract for Services contained in Appendix A. No deviations to the agreement will be allowed for any reason. Firms who cannot accept this contract in the form attached to this RFP need not apply.

2. Office location from which the work will be performed
Indicate the location of the office from which the contract will be managed and/or the majority of the key personnel assigned to the contract will be located. Locations of sub-consultant's offices shall be identified as well.
3. Qualifications and Experience of Firm and Key Team Members
Include an organization chart for the proposed consultant team. Identify key individuals, including subconsultants, if any, who are proposed to be part of the team along with their qualifications and experience as related to the contract. Experience on similar or related work should include experience working on Bicycle Master Plans acceptable for future funding proposals to the California Department of Transportation and US Department of Transportation. Describe the responsibilities of key team members and how the team will interact. The information should include the expected amount of involvement for each of these individuals on this contract. The Statement should contain a listing of current work commitments to other projects or activities in sufficient detail to show that the organization and all of the individuals assigned to the contract will be available throughout the contract. Any changes in key personnel after the award of the contract must be approved by the City before the change is made.

Describe the Consultant firm's available resources and capability for actually undertaking and performing the work. Examples and locations of similar work performed in the last five years that best characterize the quality and cost control of the consultant should be included. Names and phone numbers of individuals who can provide information related to work quality and cost control should be included. Resources, including management and organization capabilities, should be addressed.

4. Ability to provide identified services in a timely, high-quality manner
Describe how the firm will begin services when contacted by the City and the time needed before services could be expected to begin. Describe previous experience/references for providing services on similar or related contracts. Provide any other information that may assist the City in evaluating the ability, flexibility, and responsiveness in providing quality future required services in a timely, high-quality manner.

5. **Local Benefit Statement**
Describe the local benefit your firm would bring to the City or Community should they be selected. For example, local benefit may include but is not limited to local vendors, suppliers, labor or subcontractors used in support of the project as well as fees or taxes paid to the city. For purposes of this section, a local vendor or service provider is one located within the city limits and in possession of a City of Callexico business license. To the extent practical, the local benefit described with the firm's proposal should be measurable.
6. **References**
All key individuals listed in the organization chart should have professional references listed. Provide a minimum of 5 references, with current phone numbers, for whom the team member has performed work in the past 5 years. References of agency project managers on similar projects, or other responsible individuals who have recent, direct working experience with the proposed key individuals shall be provided. References will be contacted as part of the selection process.
7. **Conflict of Interest Statement**
The prospective consultant shall disclose any financial, business or other relationship with the City that may have an impact upon the outcome of this contract. The prospective consultant shall also list current clients who may have a financial interest in the outcome of this contract or any City construction project that may follow. In particular, the prospective consultant shall disclose any financial interest or relationship with any owner/developer that might have future improvements within the City.
8. **Insurance Coverage**
The prospective consultant shall provide a summary of the firm's insurance coverage for comprehensive, general liability, professional liability, automotive liability and worker's compensation insurance. Indicate the limits of coverage on each policy. The City requires a minimum of \$1 million of general liability coverage during the contract period (see Appendix A).
9. **Supportive Information**
Supportive information may include graphs, charts, photos, resumes, references, etc., and is to the Consultant's complete discretion.
10. **Schedule**
The project must be completed by January 31, 2018 in accordance with the grant funding this project. The consultant should be prepared to present a draft plan to the Planning Commission and Parks and Recreation Commissions in December 2017 and the City Council the first week in January.
11. **Cost Proposal**
The maximum amount available for this contract is \$80,000. Proposals shall not exceed this cost and should be submitted in a separate sealed envelope mailed/delivered to the City and separate from the electronic proposal.

V. SELECTION PROCESS

After receipt of all proposals, the City will conduct an evaluation of the written proposals and rank them accordingly. An oral presentation of the most qualified proposals, based on the Selection Criteria, will be required before an appraisal committee. Interviews will be held at City Hall. The final ranking will be based on a combination of the oral presentation and the written proposal submitted. The City will then negotiate a contract which is reasonable and mutually agreeable to by the City and the firms with the highest ranked proposals. If there are unresolved issues and negotiations are unsuccessful with any of the top ranked firms, negotiations with those firms will be formally terminated, and the City may attempt to negotiate an agreement with the next highest ranked firm(s). Aside from announcing the top ranked proposals, the rankings will be kept confidential.

Award of the Consultant's contract will be subject to the approval of the City Council.

The firm that is selected to do the work must meet the City's minimum insurance requirements prior to the award of the contract. A copy of these requirements is attached in Appendix A.

VI. TENTATIVE SCHEDULE

Request for Proposal Issued	June 1, 2016
Consultant Proposals Due	June 29, 2016
Consultant Interviews	Week of July 11, 2016
Consultant Selection and Negotiations	Week of July 18, 2016
City Council Approval of Contract	August 2, 2016
Project Completion	January 2018

VII. SELECTION CRITERIA

1. The Consultant selected for this project shall have demonstrated experience with preparation of the Calexico Bicycle Master Plan Update.
2. Selection will be based upon the following factors:
 - a. Consultant's understanding of the City's desires and needs as demonstrated in the consultant's scope of work. (20 points)
 - b. The completeness of the work included in the Proposal. (10 points)
 - c. Consultant's experience with similar contracts comparable in type, size, and complexity. (15 points)
 - d. Consultant's experience preparing Bicycle Master Plans. (15 points)

- e. Qualifications of the Consultant's staff being assigned to this project. (10 points)
- f. Demonstrated ability of the Consultant to perform high quality work, to control costs and meet time schedules. (10 points)
- g. Demonstrated ability of the Consultant team to work effectively together and with governmental agency staff. (5 points)
- h. Oral presentation provided by the staff that would be assigned to the contract and senior level staff that will be available for consultation by the project staff. (if necessary - 10 points)
- i. Local preference will only be considered as a tie-breaker in the event that more than three candidate firms are deemed by the selection panel to be equally qualified.

VIII. INQUIRIES

Pre-submittal procedural or technical inquiries may be directed to Lilliana Falomir, Project Coordinator via email at falomirl@calexico.ca.gov.

IX. SUBMITTAL DEADLINE

Consultant must submit five (5) copies of their proposal with original Consultant signature. The proposal must be formatted in accordance with the instructions of this RFP. Promotional material may be attached, but are not necessary and will not be considered as meeting any of the requirements of this RFP. Proposals must be enclosed in a sealed envelope or package, clearly marked "Calexico Bicycle Master Plan Update" and delivered on or before 2:00p.m. on June 29, 2016 to:

Office of the City Clerk
City Hall
City of Calexico
608 Heber Avenue
Calexico, CA 92231

Late, emailed or facsimile proposals will not be accepted. It is the proposer's responsibility to assure that its proposal is delivered and received at the location specified herein, on or before the date and hour set. Proposals received after the date and time specified will not be considered.

APPENDIX A

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the _____ day of _____, 2016, by and between the City of Calexico ("City") and _____ ("Consultant").

RECITALS

- A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and
- B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

AGREEMENT

1. **Scope of Services.** The Consultant shall furnish the following services in a professional manner. Consultant shall perform the services described on Exhibit A which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the City through its staff that it may provide from time to time.
2. **Time of Performance.** The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the City. All such work shall be completed no later than January 31, 2018. Time is of the essence for every provision of this agreement that states a time for performance and for every deadline imposed by the City.
3. **Compensation.** Compensation to be paid to Consultant shall be as set forth in Exhibit B, which is attached hereto and incorporated herein by reference. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
4. **Method of Payment.** Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
5. **Ownership of Documents.** All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City

shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request.

6. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.
7. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by and during this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
 - b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)
8. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
 9. Indemnity. Consultant agrees to indemnify, including the cost to defend, the City, and its officers, agents and employees from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of services under this contract. This indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence,

willful misconduct or defects in design by the City or its agents, servants, or independent contractors who are directly responsible to the City, or the active negligence of the City.

To the fullest extent permitted by law, the Consultant shall (1) immediately defend and (2) indemnify the City, and its councilmembers, officers, agents, and employees from and against all liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or its employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Consultant's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

- (b) The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its councilmembers, officers, agents, and employees, immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.
- (c) The review, acceptance or approval of the City's work or work product by any indemnified party shall not affect, relieve or reduce the City's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

10. Insurance Requirements.

- a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

- i. **Workers' Compensation Coverage.** Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. This provision shall not apply if Consultant has no employees performing work under this Agreement. If the Consultant has no employees for the purposes of this Agreement, Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.
- ii. **General Liability Coverage.** Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- iii. **Automobile Liability Coverage.** Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- iv. **Errors and Omissions Liability.** Consultant shall maintain errors and omissions liability insurance for all work performed under this Agreement in an amount of not less than one million dollars (\$1,000,000).
- b. **Policy Endorsements.** Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:
 - i. The City of Calexico, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

- ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
 - iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - iv. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.
 - v. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.
- c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
 - d. Certificates of Insurance and Endorsements. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.
11. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.
12. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall obtain a City of Calexico Business License.
13. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Imperial, California.

16. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.
17. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
18. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.
19. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
20. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
21. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF CALEXICO:

CONSULTANT:

City Manager

APPROVED AS TO FORM:

ATTEST:

Carlos Campos
Interim City Attorney

Gabriela Garcia
Deputy City Clerk

EXHIBIT A

SCOPE OF SERVICES

(proposal dated _____)

EXHIBIT B

SCHEDULE OF CHARGES

EXHIBIT C

CERTIFICATE OF EXEMPTION FROM WORKERS' COMPENSATION INSURANCE

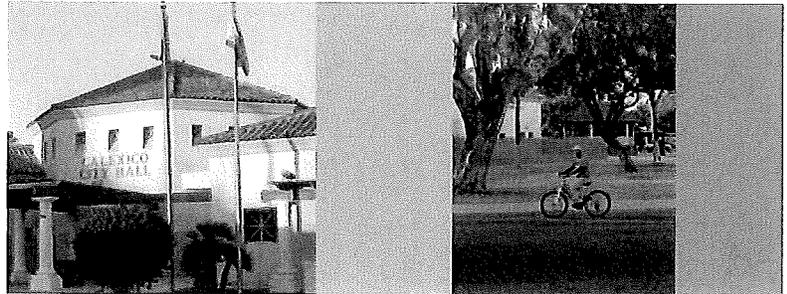
I hereby certify that in the performance of the work for which this Agreement is entered into, I shall not employ any person in any manner so as to become subject to the Workers' Compensation Laws of the State of California.

Executed on this ____ day of _____, 2016, at _____, California.

Consultant

***Proposal for
The City of Calexico
Bicycle Master Plan Update
Project No. 2016-600***

June 29, 2016



Prepared For:



**City Manager
City of Calexico
Office of the City Manager
608 Heber Avenue
Calexico, CA 92231**

Prepared By:

CHEN + RYAN
CHEN RYAN ASSOCIATES, Inc.
3900 5th Avenue, Suite 210
San Diego, CA 92103

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1. Introductory Letter

June 29, 2016

City Manager
City of Calexico
Office of the City Manager
608 Heber Avenue
Calexico, CA 92231

Re: Proposal for the Calexico Bicycle Master Plan Update Project No. 2016-600

Dear City Manager:

Chen Ryan Associates, Inc. is pleased to respond to your Request for Proposal for developing the City of Calexico's Bicycle Master Plan Update (BMP). Our team's proven experience delivering innovative bicycle master plans and active transportation plans will aid the City in successfully developing and adopting the updated BMP. We are confident that we can provide the guidance and expertise necessary to shepherd the City toward the adoption of a safe, contiguous bicycle network with broad community support for implementation.

You will discover in this submittal that our team has the diversity, depth, and experience necessary to support the successful delivery of this project. In our proposal, you will learn about:

- The capabilities of our firm, led by Sherry Ryan's exceptional project management skills;
- Our team's depth of experience in bicycle planning and design, particularly related to the development of innovative and feasible master plans;
- The resources available to provide complete project services, including leading workshops, conducting stakeholder interviews, bicycle planning and policy development, engineering feasibility and design, and high-quality document and project materials preparation.

Chen Ryan Associates has extensive experience preparing bicycle plans for local and regional governments. Sherry Ryan, our project manager, brings a thorough understanding of the unique methods necessary for carrying out non-motorized planning processes and has contributed significantly to the advancement of these methodologies in California and nationwide. In particular, she developed innovative bicycle demand models for both the San Diego Association of Governments (SANDAG) and the City of San Diego's bicycle plans, which were critical in gaining broad support for subsequent plan recommendations.

In recent years, Sherry has led many bicycle master plans and bicycle-related studies, including serving as the project manager for the San Diego Regional Bike Plan, the City of San Diego's Bicycle Master Plan Update, the City of Vista Bicycle Master Plan Update, the City of Solana Beach Comprehensive Active

ADDITIONAL INFORMATION

Prime Consultant & Contact

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Subconsultant Contact

Augie Chang
Psomas
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P: (619) 961-2800

Transportation Strategy, and the Maricopa Association of Governments Bicycles Count Project. She is particularly honored by the fact that both the SANDAG Regional Bike Plan and the Carlsbad Pedestrian Plan were granted awards by the American Planning Association.

Sherry also led a local San Diego effort to launch the largest regional automated bicycle and pedestrian counting network in the country, which will aid in tracking trends; estimating and forecasting bicycle and pedestrian travel; and in understanding how users respond to facility changes. She is integrally connected to bicycle and pedestrian planning and research at the local, state and national level, and has been an invited presenter for national-level ITE webinars, for MPO's in the states of California and Arizona, and for national research centers such as the Robert Wood Johnson Foundation. One of her recent projects (in conjunction with SafeTREC) – the City of San Diego's Pedestrian Crossing Policy Update – received the Center for Disease Control and Prevention Excellence in Pedestrian Safety Research award in 2015.

Chen Ryan Associates will be supplemented by Psomas who brings extensive bicycle and pedestrian planning and engineering experience in Imperial County. Psomas recently prepared the El Centro Citywide Bicycle Master Plan and construction documents to implement the improvements, as well as the El Centro Regional Bus Transfer Terminal and State Street Improvements. Psomas and Chen Ryan Associates are currently collaborating on the El Centro 2015 Active Transportation Program Improvement Project to deliver 100% PS&E for 2-miles of roadway, including Class II bike lanes, enhanced crosswalks, curb bulb-outs, and signage to support Rectangular Rapid Flashing Beacon (RRFB) installation. Our firms are also working together on the City of Coronado Active Transportation Plan, which will address both bicycle and pedestrian modes in relation to network planning, policies and implementation. Psomas and Chen Ryan Associates have a very effective working relationship and enjoy teaming on bicycle planning projects.

Sherry has a long track record of successfully managing projects that serve to improve bicycle and pedestrian mobility and contribute to improved community health and safety. As a project manager, she strives to produce high quality products within prescribed schedule and budget parameters. Sherry will be supported by highly qualified staff from Chen Ryan Associates and Psomas to ensure that the City of Calexico receives the full spectrum of services in a responsive, seamless manner over the project duration.

Chen Ryan Associates has reviewed the terms and conditions for the standard Model Contract for Services contained in Appendix A of the RFP and finds them acceptable. We appreciate the opportunity to present our qualifications and look forward to providing our services to the City of Calexico.

Sincerely,



Monique Chen, PE, Principal
Chen Ryan Associates, Inc.
(619) 318-4664
mchen@chenryanmobility.com

2. Office Location

The contract will be managed from Chen Ryan Associates' San Diego office, at the following address:

3900 Fifth Avenue, Suite 210
San Diego, CA 92103

Psomas will serve as a subconsultant on the project, with work to be performed at the following addresses:

401 B Street, Suite 1600
San Diego, CA 92101

333 E. Wetmore Road, Suite 450
Tucson, AZ 85705

3. Qualifications and Experience

This section provides an overview of the Chen Ryan team qualifications, followed by key staff bios and availability, examples of similar work performed within the last five years, and an organizational chart. Key staff resumes are provided in Section 9: Supportive Information.

Firm Overviews

CHEN + RYAN

Chen Ryan Associates brings a fresh vision to transportation planning and traffic engineering in Southern California. We are committed to planning transportation systems and identifying mobility improvements that create and support vibrant and sustainable communities. We provide a fully multimodal approach, building upon the multi-dimensional experiences of our staff, along with our dedication to serving the full range of client needs. We understand the quality-of-life and health benefits of integrated transportation/land use planning, smart growth and active transportation. Our experience and capabilities in these areas allow us to take on a wide range of transportation projects, bringing strong technical expertise combined with practical experience in a variety of environments and applications. Over the past 20 years, we have consistently demonstrated our expertise in conducting accurate analyses and evaluations, and in making the critical decisions required to move projects and plans forward with successful resolution of key issues.



Psomas was founded in 1946 and has since been dedicated to balancing the natural and built environment for public and private sector clients in Southern California with top-notch staff who can deliver award winning projects through innovation, creativity and cutting-edge technical expertise. When it comes to transportation, their professional design staff has been involved in every phase of the project delivery process, from planning and conceptual design through final design. Psomas' traffic engineering experts provide services in bicycle and pedestrian planning, traffic calming, transportation modeling, and design. Their strong project resume ranges from bike and pedestrian paths, to arterial roads, local streets and transit stations.

Chen Ryan Associates will ensure the commitment of highly qualified and dedicated staff for the duration of the project, with support from Psomas. Monique Chen, PE, will serve as Principal-In-Charge, overseeing the allocation of resources and quality control. Sherry Ryan, PhD, will serve as the Project Manager, responsible for the day-to-day activities, communications with Calexico city staff and the project team. Augie Chang will lead Psomas' participation, providing engineering feasibility and design support. A description of each of these individuals and supporting staff is provided in this section.

Key Staff

CHEN RYAN ASSOCIATES

Sherry Ryan, PhD
Project Manager



Dr. Ryan has worked as a practicing transportation planner in California for nearly 20 years, and is also a professor at San Diego State University in the School of Public Affairs' City Planning Program. Sherry's career is largely devoted to non-motorized transportation planning ideals and has focused on researching, teaching and practice efforts related to shifting communities away from automobile dependence and toward human-powered travel. In addition to her academic experience, she brings significant practice experience having served as project manager for multiple local bicycle and pedestrian master planning efforts, including the award-winning City of Carlsbad Pedestrian Master Plan, the award-winning San Diego Regional Bicycle Plan, the City of San Diego's Bicycle Master Plan Update and their Pedestrian Master Plan – Phases 2 & 3, the City of Solana Beach Comprehensive Active Transportation Strategy (CATS), and the City of Chula Vista Pedestrian Master Plan. Her joint academic and practice careers have allowed her to develop a professional foundation of great breadth, part exploratory research – part nuts-and-bolts planning practice.

Monique Chen, PE
Principal-in-Charge



Ms. Chen has over 18 years of experience providing engineering and planning services to the transportation industry, including both public and private sector clients. As a registered traffic engineer, she has been responsible for project management on numerous projects ranging from general plans, master plans, specific plans, mobility studies, corridor studies, transportation impact analysis, operational and demand assessments to conceptual engineering. Specific areas of experience and expertise include traffic engineering and operations, local and regional transportation planning, smart growth planning, multimodal planning, development of specifications and cost estimates, and traffic impact studies. Monique has served as the Project Manager for several planning and engineering projects, such as the Downtown San Diego Mobility Plan, the National City General Plan Mobility Element Update, the City of San Diego Traffic Engineering On-Call, and the County of San Diego Mobility Element Update.

Andrew Prescott
Transportation Planner



Mr. Prescott has three years of experience as a practicing transportation planner, assisting on a wide range of planning efforts, including bicycle master plans, active transportation plans, circulation element updates, corridor studies, and health related research. He has contributed to existing conditions analysis, data collection, intersection analysis, active transportation research, siting of automated bicycle and pedestrian counters, and performs a variety of planning related research. Mr. Prescott has also participated in many public workshops and led community outreach efforts such as on-the-street outreach/survey, walk and bike audit. He is experienced with GIS software and Adobe Illustrator and regularly prepares materials for public meetings and final draft documents. Andrew is a regular bicycle commuter.

Sasha Jovanovic
*Transportation Planner
& GIS / Graphics*



Mr. Jovanovic has eight years of experience both as a transportation planner and a geographic information systems (GIS) specialist. As a transportation planner, Sasha has contributed to the production of numerous bicycle and pedestrian master plans for municipalities and regional agencies providing existing conditions analysis, travel demand analysis, assistance in network development, map exhibits, and project conceptualization graphics. As a GIS specialist, he has contributed to dozens of transportation planning projects providing active transportation demand analysis, travel shed analysis, and the development of suitability models. He is experienced in ArcGIS (including ArcGIS's Network Analyst and Spatial Analyst extensions), Adobe Illustrator and SketchUp. The rare combination of strong analytical ability and artistry makes Sasha's mapping skills second to none. Sasha is a regular bicycle commuter.

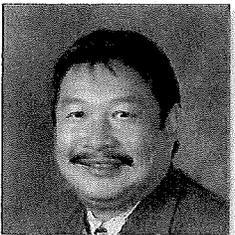
Jonathan Sanchez
Traffic Engineer



Mr. Sanchez has two years of experience as a traffic engineer at Chen Ryan Associates.. He is experienced in providing general engineering support to Project Managers and senior staff related to traffic impact studies, traffic operations, data collection, collision analyses, corridor studies, and multi-modal analysis. Jonathan is experienced in the application of the following transportation planning and traffic engineering analysis software: Synchro, Traffix, VISTRO, Highway Capacity Software (HCS) and the SANDAG tool for Smart Growth Trip Generation. A native of Mexicali, Mr. Sanchez is fluent in Spanish and returns to Mexicali every weekend through the Calexico-Mexicali Port of Entry.

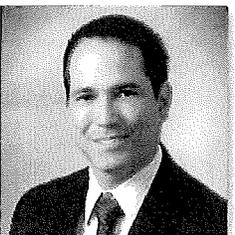
Psomas

Augie Chang, ENV SP
Design Engineer



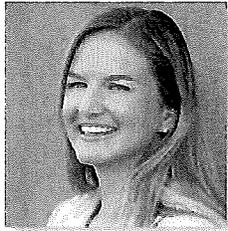
Augie has experience with both the design and management of a broad range of infrastructure projects including bicycle, pedestrian and vehicular facilities; park and recreation projects; water and sewage systems; and drainage, on site development projects; and infrastructure rehabilitation projects throughout Southern California. His experience includes bid and construction period services; utility and record drawing research; field editing and preparation of existing conditions base maps, preparation of engineering design drawings and specifications; preparation of easement and right-of-way plats, legal descriptions, street vacation documentation; and preparation of record of survey, parcel maps and subdivision drawings.

Alejandro Angel, PhD,
PE, PTOE, ENV SP
Traffic Engineer



Alejandro is Vice President of Traffic Engineering for Psomas. He holds a PhD in traffic engineering from University of Arizona and is a Registered Professional Engineer in Arizona and California. Dr. Angel's experience includes numerous traffic engineering studies for public and private projects, safety evaluations, the development of engineering standards and policies, and the planning and design of roadway and highway projects, roundabouts, traffic signal systems, and Intelligent Transportation Systems. Alejandro and his team have completed projects in Arizona, Utah, California, Washington, the Middle East, and South America, and his research has been presented by ASCE, ITE, TRB, and IEEE.

Kimberly Wender, PE,
ENV SP
Civil Engineer



Kimberly is a civil engineer with experience in bicycle and transit facility design, drainage analysis and design, civil/site design, civil infrastructure design, and environmental permitting. She has been involved on a variety of projects with experience in hydrologic and hydraulic analysis, detailed cost estimates, design reports, and preparation of design plans, using AutoCAD Civil3D, Microstation XM and a variety of stormwater modeling programs that include HydroCAD, StormCAD, and Hec-Ras. Ms. Wender is a registered Professional Engineer and a certified Envision Sustainability Professional by the Institute for Sustainable Infrastructure.

Staff Availability & Responsibilities

The table below lists key staff member's availability, responsibilities, and current work commitments.

Availability	Responsibilities	Current Work Commitments
<p>Sherry Ryan, PhD – Project Manager 50% availability</p>	<p>Project Management; QA/QC; Community Outreach; Community Needs Analysis; Network Planning; Program Recommendations; Bicycle Master Plan Composition</p>	<p>Coronado Active Transportation Plan Linda Vista Comprehensive Active Transportation Strategy Southern California Assoc. of Govt. AT Data Development City of San Diego Planning Research</p>
<p>Monique Chen, PE – Principal-in-Charge 15% availability</p>	<p>QA/QC; Community Needs Analysis; Network Planning</p>	<p>Mission Valley Community Plan Update Kearny Mesa Community Plan Update Santa Paula General Plan Update Otay Ranch Village 3 Pure Water Program - North City Conveyance</p>
<p>Andrew Prescott – Transportation Planner 40% availability</p>	<p>Existing Conditions Analysis & Composition; Community Outreach; Network Planning; Bicycle Master Plan Composition</p>	<p>Morena Boulevard Station Area Plan Coronado Active Transportation Plan Mission Valley Community Plan Update Fifth Avenue Landing EIR San Diego Symphony Performance Park EIR</p>
<p>Sasha Jovanovic – Transportation Planner / GIS & Graphics 30% availability</p>	<p>GIS & Graphics; Existing Conditions Analysis; Community Needs Analysis; Network Planning</p>	<p>Kearny Mesa Community Plan Update Santa Paula General Plan Update Coronado Active Transportation Plan Chula Vista Sidewalk Connectivity City of San Diego Planning Research</p>
<p>Jonathan Sanchez – Traffic Engineer 30% availability</p>	<p>Community Outreach; Existing Conditions Analysis; Needs Analysis</p>	<p>Otay Mesa Specific Plan Kearny Mesa Community Plan Update Poway Road Corridor Study Port of San Diego Dole Facility Expansion Port of San Diego Iconic Restaurant Redevelopment</p>
<p>Augie Chang – Design Engineer 50% availability</p>	<p>Graphics/exhibits, cost estimates</p>	<p>Coronado Active Transportation Plan RTA Bus Stops Coronado Pine Street/North Beach Outfalls Vista Canyon Metrolink Station</p>

Kimberly Wender – Civil Engineer

80% availability Graphics/exhibits, cost estimates

RTA Bus Stops
Vista Canyon Metrolink Station
Carmel Valley/Carmel Del Mar Comfort Stations
Coronado 4th Street Bulb-Outs

Alejandro Angel – Traffic Engineer

40% availability Graphics/exhibits, cost estimates

Grant Road UPRR Underpass
Houghton Road Improvements
Chollas Creek/Federal Boulevard Bicycle Path Feasibility Study

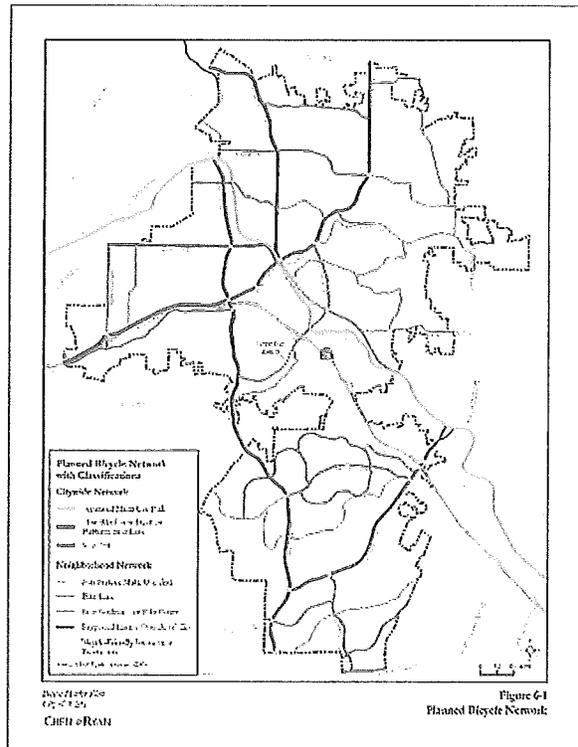
Project Related Experience

Our team offers a depth of bicycle planning project experience directly related to the service areas described in the RFP Scope of Services, including community workshops, stakeholder interviews, existing conditions and needs analysis, bicycle network planning, policy and program recommendations, and bicycle master plan final document preparation. This section presents project descriptions of work performed by our team members within the last five years. Our team’s diverse project experience and exceptional analytical skills will enable us to deliver a comprehensive and implementable bicycle master plan, grounded in the existing and future needs of the City of Calexico community members.

City of Vista Bicycle Master Plan

City of Vista, CA | Chen Ryan Associates

Chen Ryan Associates prepared the City of Vista’s Bicycle Master Plan Update. This effort involved evaluating and building upon the existing plan so that it reflects changes in cycling patterns and infrastructure development over the past decade. The project team conducted extensive “on-the-street” outreach using an intercept survey to request information about cycling behaviors and issues. The project team used their understanding gained through outreach, demand assessments and field reviews to develop a holistic, well-connected bicycle network that serves the needs of a majority of Vista residents, regardless of the level of cycling experience. The Chen Ryan team also developed an innovative bicycle travel monitoring program for the City that identified bicycle count and survey stations so that trends over time can be understood, especially in relation to bicycle infrastructure improvements and healthy lifestyles. The master plan update includes 20 high priority project sheets providing conceptual designs and costing for critical segments of the proposed network. These project sheets will assist the City in pursuing grants and capital funds to support build out of their planned bicycle network.



Client Contact
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(760) 643-5393
afinestone@ci.vista.ca.us

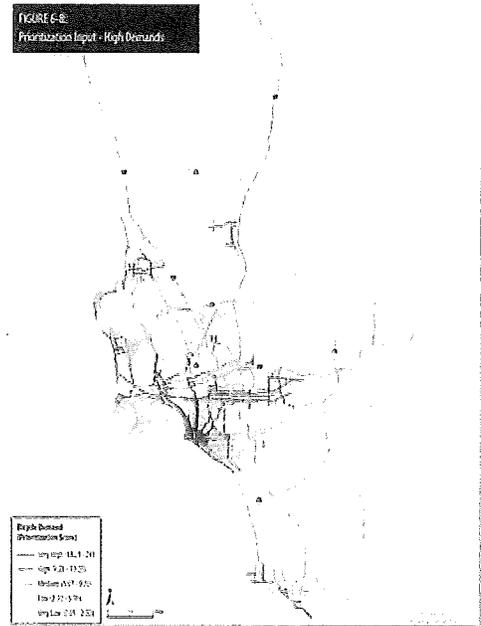
City of San Diego Bicycle Master Plan

City of San Diego, CA

Sherry Ryan served as Project Manager for the City of San Diego's update to their 2002 Bicycle Master Plan. This effort involved evaluating and building upon the existing plan so that it would reflect changes in bicycle user needs and infrastructure development. A key aspect of the project involved the use of GIS Spatial and Network Analyst to model inter-community and intra-community bicycling demand. Sherry led the development of an innovative bicycle gravity model to assess potential bicycle trip flows across the transportation network. Her team also developed a GIS-based prioritization model that facilitated an objective and comprehensive prioritization of the entire street network. This master plan update included 40 individual project sheets for top priority projects, accident and safety analysis, ridership analysis, public participation, and bicycle parking and program recommendations.

Client Contact
Samir Hajjiri
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(619) 533-6551
shajjiri@sandiego.gov

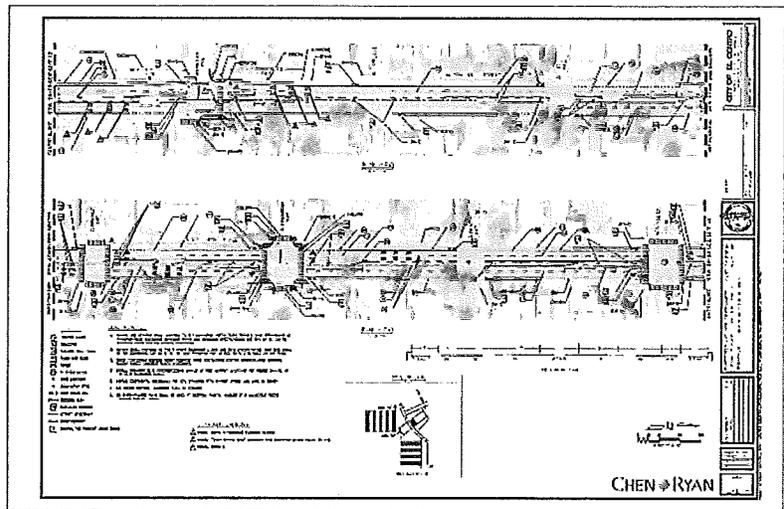
FIGURE 6-8:
Prioritized Input - High Demands



El Centro 2015 Active Transportation Program Improvement Project ATPL-5169 (044)

City of El Centro, CA | Chen Ryan Associates & Psomas

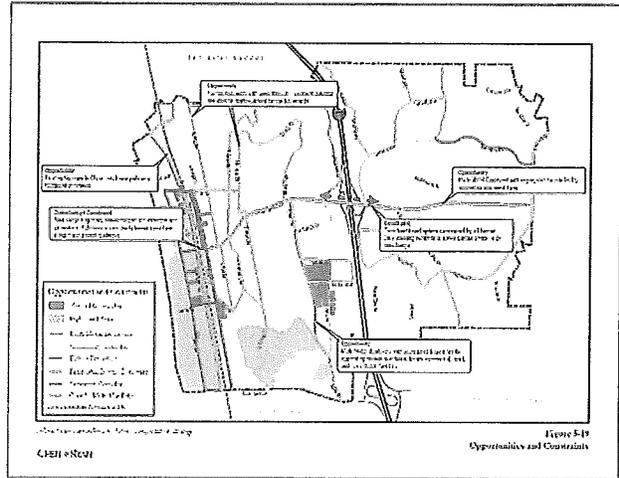
Chen Ryan Associates is currently serving as subconsultant to Psomas in support of the City of El Centro 2015 Active Transportation Program Improvement Project. Chen Ryan Associates is managing bicycle and pedestrian data collection, the preparation of signing and striping plans, and the preparation of traffic control plans. The project area street segments run approximately 2-miles in length and are adjacent to two schools. The signing and striping plans include Class II bike lanes, enhanced crosswalks, curb bulb-outs, and signage to support Rectangular Rapid Flashing Beacon (RRFB) installation. Traffic control plans are being prepared for each segment in three phases, including construction phasing, as well as temporary signing and striping to facilitate the safe movement of vehicles, bicyclists, and pedestrians through the project area.



Client Contact
Augie Chang
Psomas
(619) 961-2800
achang@psomas.com

Solana Beach Comprehensive Active Transportation Strategy

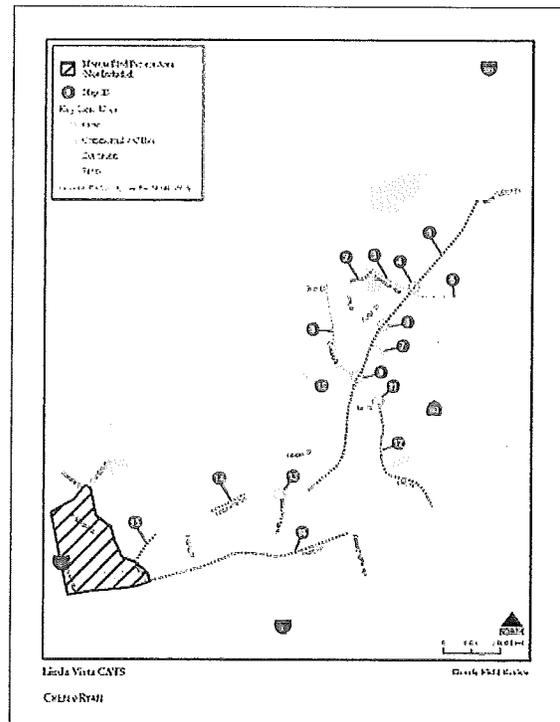
City of Solana Beach, CA | Chen Ryan Associates
Chen Ryan Associates prepared the San Diego region's first Comprehensive Active Transportation Strategy (CATS). The plan focuses on enhancing the safety and comfort of existing bicycle and pedestrian facilities and increasing connectivity to key attracting land uses such as schools, commercial/retail districts, and recreational resources. The CATS takes into account the many changes that have occurred over the twenty year period since Solana Beach last adopted a comprehensive bicycle master plan, including population increases, changes in travel demand and patterns, and changes across the roadway network. The project included extensive community outreach and participation through surveys, attendance at public events and the hosting of a project website. Additional targeted outreach to schools and low-income and minority communities was also performed.



Client Contact
Dan Goldberg
City of Solana Beach
(858) 720-2474
dgoldberg@cosb.org

Linda Vista Comprehensive Active Transportation Strategy

City of San Diego, CA | Chen Ryan Associates
Chen Ryan Associates is providing bicycle and pedestrian planning and GIS services for the Linda Vista Comprehensive Active Transportation Strategy (CATS) project. This project serves to create an action strategy for improved bicycle and pedestrian safety, connectivity, and comfort. Our staff created a combined bicycle and pedestrian demand model to identify priority corridors for both pedestrian and bicycle travel based on trip attractors, detractors, and intra- and inter-community travel connections. A collision analysis was conducted, identifying high-collision locations to consider for safety enhancements. Chen Ryan Associates staff planned and facilitated separate bicycle and pedestrian audits to engage community members and discuss the constraints and challenges associated with active transportation within the community. The audit results were compiled into maps, identifying specific locations of concern to cyclists and pedestrians. Next steps in the project will involve identifying and prioritizing future bicycle and pedestrian improvement projects.

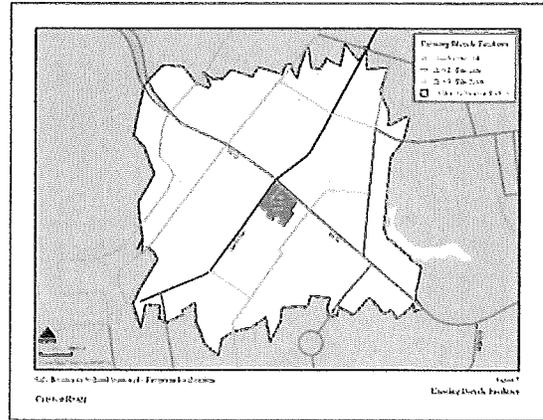


Client Contact
Melissa Garcia
City of San Diego
(619) 236-6173
ma Garcia@sandiego.gov

California Statewide Safe Routes to School Evaluation

California SRTS Technical Assistance Resource Center |
Chen Ryan Associates

Chen Ryan Associates provided technical support to this project led by the University of California, Berkeley Safe Transportation Research and Education Center (SafeTREC). The study aimed to measure mode shift changes at schools in response to Safe Routes to School program investments. Ten schools throughout the state of California with Safe Routes to School programs were monitored as a part of this study. Chen Ryan formed databases comprised of land use, transportation, and demographic variables for the schools under evaluation. The study found that perceptions of safety about walking to school and walking mode share improved after investments were made.



Client Contact

Jill Cooper
SafeTREC
(510) 643-4259
cooperj@berkeley.edu

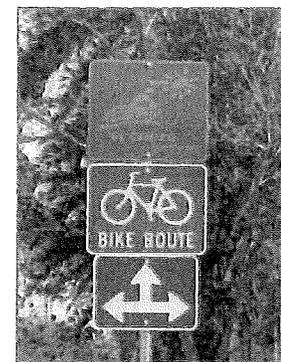
El Centro Bicycle Master Plan

City of El Centro, CA | Psomas

The City of El Centro's citywide Bicycle Master Plan consisted of developing recommendations for implementation of 20.0 miles of bicycle facilities for an estimated \$5.1 million. The plan included 4.7 miles of Class I, 4.9 miles of Class II, and 9.2 miles of Class III bicycle facilities. Psomas prepared an update to the citywide bicycle master plan, and construction documents to implement the improvements, which consisted of Class I, II, and III level bicycle facilities, and wayfinding and directional signage programs

Client Contact

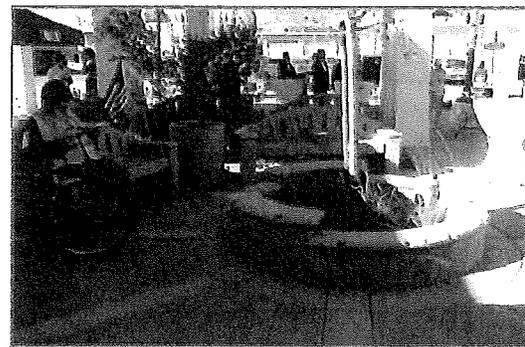
Kristie Riester
City of El Centro
(760) 337-4555
kriester@cityofelcentro.org



El Centro Regional Bus Transfer Terminal and State Street Improvements

City of El Centro, CA | Psomas

This terminal is an eight bus bay facility for the City of El Centro to serve Imperial County and Imperial Valley Transit, IVT Access, Dial-a-Ride and Yuma Transit Express bus services. The project included a transit rider/pedestrian plaza, custom weather shelters and trellis structure, and a signature transit center building with public restrooms, police storefront and transit store. Public improvements focused on the reconstruction of State Street, new concrete pavement and center median. Full alley reconstruction was incorporated in the project between 6th and 7th Streets, including replacement of old water service laterals. On-street bus stops and bays were also designed. Psomas' also provided plans to restripe roadways, upgrade curb returns at the intersection with ADA compliant ramps, and new street signage and landscape enhancements.



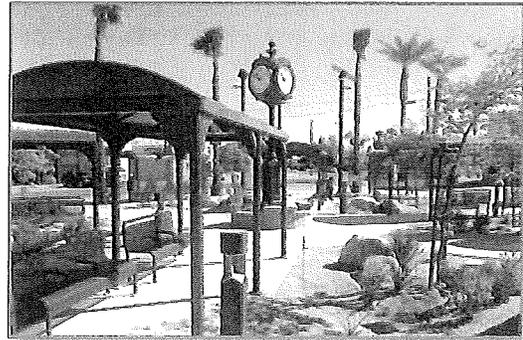
Client Contact

Abraham Campos
City of El Centro
(760) 337-5182
acampos@cityofelcentro.org

Brawley Transit Transfer Station

City of Brawley, CA | Psomas

Psomas was the prime consultant leading a multidisciplinary team in preparing construction documents and design surveys for the Brawley Transit Transfer Station located in the heart of the City of Brawley. The bus transfer station includes six dedicated bus bays for passenger loading and unloading, a passenger plaza area with shade/weather shelters, benches, and drinking fountains to provide comfort for the passengers awaiting their bus. Other station amenities include decorative solar site lighting, CCTV surveillance system, drought tolerant landscaping and irrigation, centerpiece ornamental street clock, bicycle racks, information kiosks, driver's restroom building. The station was designed to be fully accessible to the disabled, including extra wide walkways, curb ramps and designated waiting areas for those in wheelchairs. Full frontage street improvements were included in the public right-of-way, along with a reconstruction of the adjacent alley way.

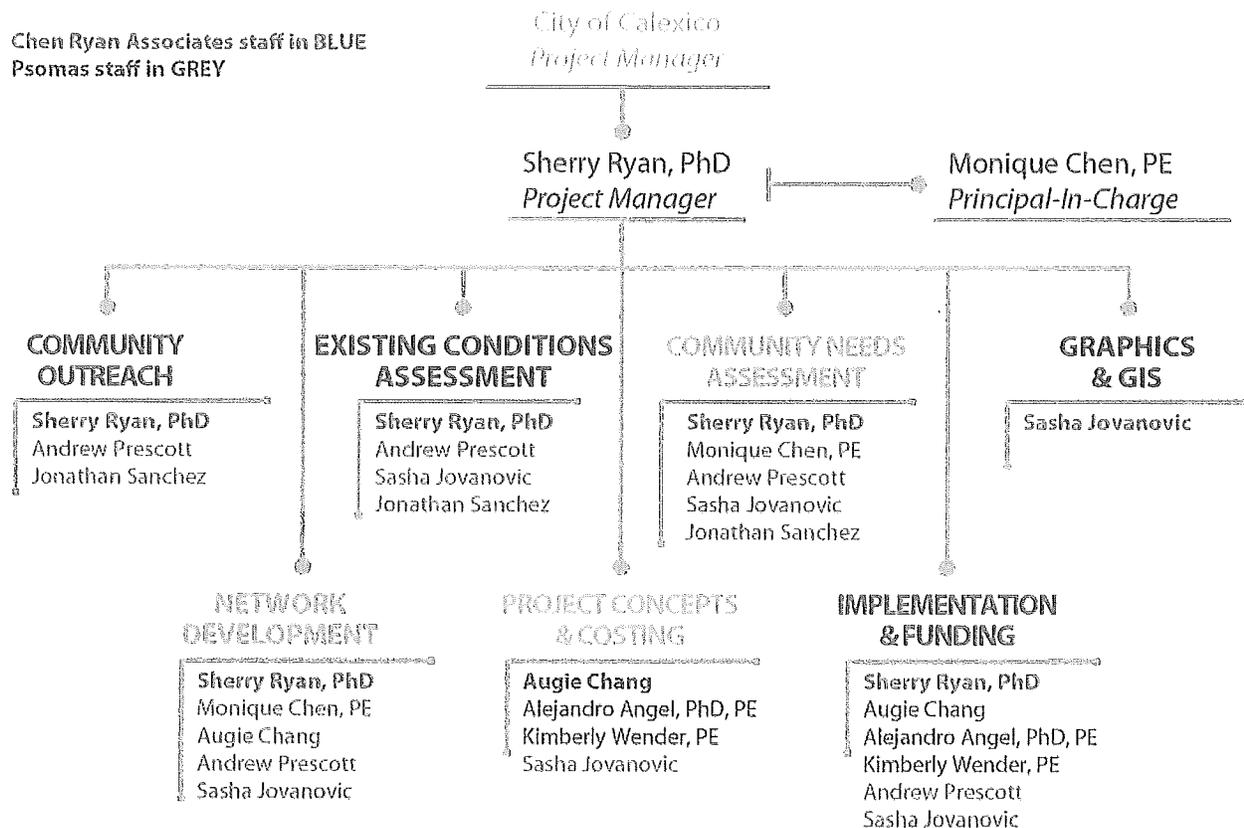


Client Contact

Kathi Williams
Imperial County Transportation Commission
(760) 592-4494 ext. 202
kathiwilliams@imperialctc.org

Organizational Chart

Chen Ryan Associates staff in BLUE
Psomas staff in GREY



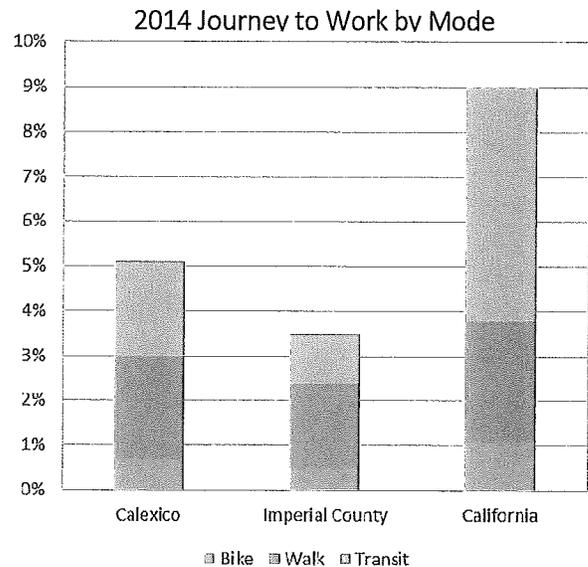
Bold text indicates Task Leader

4. Ability to Provide Identified Services

The Chen Ryan team is very excited about the possibility of participating in planning the City's future bicycle network and contributing to the continued growth and appeal of cycling as a viable transportation mode. We are confident our team brings the required skill set and experience to provide the Scope of Work services listed in Section III of the RFP and to deliver a transparent planning process, along with a high-quality final document. This section describes our understanding of the project and our proposed approach to accomplish each identified task and the associated deliverables.

Project Understanding

The City of Calexico has several qualities contributing to an ideal cycling environment, including a well-connected street grid, flat topography, and year round sunshine. The City's mixed land use patterns also contribute to an environment where trip origins (residential land uses) and destinations (industrial, commercial/office, open space/parks, schools) are in close proximity to one another, enabling trips to be made by bicycle or walking. The Chen Ryan team understands the importance of this planning process and the need to expand the existing cycling network in Calexico, to complete network gaps with new facilities, to provide greater connectivity among facilities, to educate and encourage cyclists, and to maximize access to funding sources. We are well prepared to assist the City in accomplishing these goals.

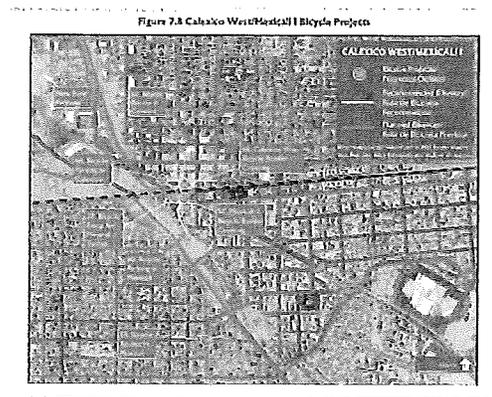


Source: 2014 American Community Survey 5-Year Estimates

The graph to the right displays estimated work commute percentages by mode for Calexico residents. As shown, bicycle, walking, and transit mode shares in Calexico are greater than Imperial County as a whole, but less than in California. Data from 2014 indicates approximately 4,720 of the 8,710 jobs within Calexico employ Calexico residents. This reveals a large number of residents live within biking or walking distance from their place of employment, given the small geographical size of the City. It is important to consider this data reflects US residents only and may not account for the significant number of people crossing from Mexico into the United States on a daily basis.

Land Port of Entry & Intermodal Transportation Center

Calexico's proximity to the Land Port of Entry (LPOE) with Mexico gives the City significant regional and international importance. The ongoing and planned expansion of the LPOE will help facilitate expedited circulation for automobiles, trucks, pedestrians and bicyclists across the border, however, this will also add significant demands to infrastructure within the City of Calexico. Six of the eight bicycle involved collisions that occurred in the City of Calexico during the 5-year period from 2011 to 2015 were located in close proximity to the LPOE.



Planning to accommodate increases in cross-border travel should be focused on all modes. Improved bicycle infrastructure is one method to help direct cyclists to a safe route, encourage bicycle use and shift travelers away from single occupancy vehicles. The planned Intermodal Transportation Center at the intersection of Rockwood Avenue and 3rd Street will facilitate additional multimodal connections, which may result in increased levels of pedestrian and cyclist activities in the vicinity.

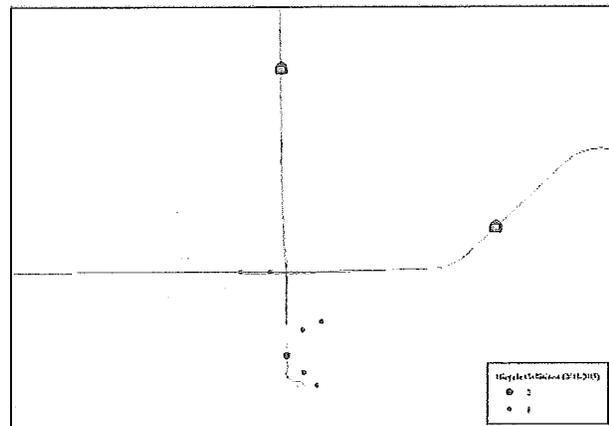
New River Class I Bicycle Trail Project

The New River Class I Bicycle Trail is a high quality bicycle facility planned for the southwest portion of the City. This project will provide recreational cycling opportunities and may serve as a regular transportation route for residents living in the community just to the north, as well as agricultural workers to the east. This facility will present a ripe opportunity to expand the bicycle network by offering a comfortable bikeway that is suitable for all users.



Interagency Coordination

Interagency coordination may be required with Caltrans, Imperial County, and the General Services Administration (GSA) due to the City of Calexico's proximity to these jurisdictions. Caltrans maintains two key roadways through the City, State Route 111 and State Route 98. Four of the eight bicycle involved collisions that occurred in the City of Calexico during the 5-year period from 2011 to 2015 were located on one of these two roadways, highlighting the importance of these corridors as well as safety concerns. Imperial County maintains jurisdiction on all sides of Calexico, with the exception of the south, which is under GSA's control. The Chen Ryan team has experience collaborating with these agencies and understands the nuances involved. We will use this experience to develop communication channels that facilitate discussion and help identify improvements that are acceptable and favorable to all parties involved.



City of Calexico Bicycle Involved Collisions
(2011 – 2015)

Project Approach

The Chen Ryan team will work with City staff and key stakeholders to clearly identify the desired results for this planning process early on. We developed a preliminary list of desired planning outcomes and that will serve to continue expanding and improving upon the City's bicycle network, including:

- Accommodating the needs of students cycling to schools
- Identifying projects and recommendations to complement the existing transportation network
- Improved Land Port of Entry and planned Intermodal Transportation Center access
- A Bicycle Master Plan that is reflective of community concerns and desires
- Grant-ready projects

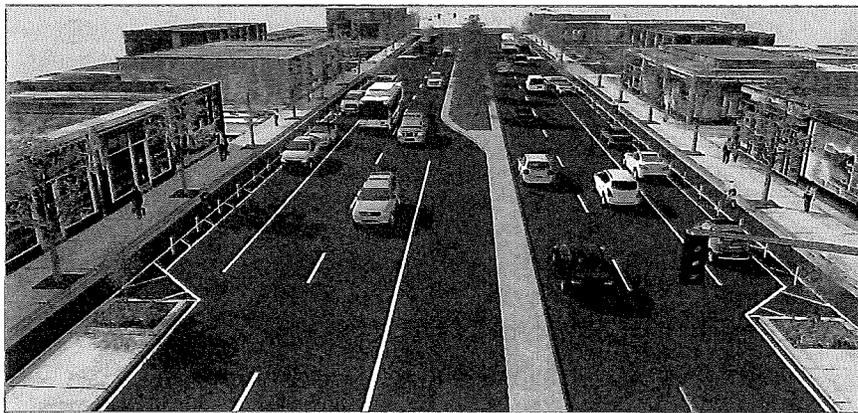
The Chen Ryan team is very well positioned to deliver these outcomes based on our extensive experience in preparing bicycle master plans, Safe Routes to School projects, and interacting with community members of diverse backgrounds. Our team is comprised of transportation planners and engineers who are well in tune with the issues and concerns facing cyclists and students. We also have an astute understanding of the issues faced by local governments trying to encourage cycling and achieve Climate Action Plan goals. Our unique experiences will assist the City and community members in developing the best possible planning document that will guide the City into a future of improved bicycle mobility. The Chen Ryan team also has multiple native Spanish speakers, and our project manager has led bicycle and pedestrian planning efforts in Leon, Guanajuato and Guadalajara, Jalisco. Our team will provide a cultural and lingual connection to Calexico community members that is important in gaining participation and ultimately creating a plan that reflects community needs and desires.

Planning for all Users

It is important to understand the type of person we are planning and designing for in Calexico. To achieve higher cycling levels for a potential group, such as students, local residents and employees, recreational cyclists or cross-border travelers, we must design and locate facilities in a manner suitable to them. We will work together with City staff and community stakeholders over the course of the Bicycle Master Plan's development to ensure the network accommodates users of all abilities and groups.

A Plan Intended for Implementation

A major strength of Chen Ryan Associates is that we have in-depth active transportation planning, facility design and implementation experience. We are focused on implementation and constructability – not just lines on a map. Our planners and engineers will work together in an integrated process that ensures a network of feasible and implementable bicycle facilities that address Calexico's current and future needs. We will



An illustration of our design feasibility process displaying a scaled concept prepared in SketchUp.

employ a unique process that integrates AutoCAD, GIS, Google Earth and 3D modeling software to develop concept plans that are easily shared with the internal project team, the City, and the local community. This process strengthens planning and will ensure realistic recommendations. Another key to plan implementation is funding. A variety of federal, state, regional, and non-profit/private grants and funding sources exist for safety improvements and the expansion of bicycle networks. Our project manager, Sherry Ryan, has been successful in assisting various agencies to obtain grant funding of over \$2 million in recent years.

Improve Cycling Linkages to Schools

The project team emphasizes safe routes to schools since these users comprise some of the most vulnerable populations. Given the relatively small size of the City of Calexico, we will incorporate school locations into the existing conditions analysis and network development process to ensure proper consideration is given to this population.

The remainder of this section provides our detailed approach to achieve the Scope of Work items listed in the Request for Proposal. The approach identifies the analysis types and key deliverables to be developed over the course of the project.

Task 1: Project Initiation

Task 1.1 – Kick-off Meeting

The Chen Ryan team will hold a project kick-off meeting with City staff to review project goals and strategies, refine the scope of work and objectives, identify available data, establish communication channels, and discuss the public outreach components and schedule. This meeting will also be an opportunity to discuss community stakeholders to be included in the Stakeholder Interviews. Chen Ryan Associates will prepare and provide meeting schedules, meeting agendas, minutes, and related materials.

Task 1.2 – Coordination and Work Plan

Within 10 days of receiving a fully executed contract, the Chen Ryan team will prepare a project work plan identifying project tasks and deliverables, due dates, and responsible parties. The work plan will be updated prior to each status meeting/call and will be used to help facilitate discussions. Additionally, an accounting table will be prepared to track project expenditures by task, identifying the budget allotted, total and percent of budget expended, and percent of task completion.

To document the progress of the Plan and to keep the City and interested parties apprised of the project status, the Chen Ryan team will submit monthly progress reports with each invoice. Each progress report will contain the following information:

- Status of work by task completed to date
- Work anticipated to be completed in the next reporting period
- Updated project schedule
- Major accomplishments and challenges during the reporting period
- Outstanding issues

We believe that consistent communication, even if brief, is the key to keeping projects on schedule and within budget. Our project manager, Sherry Ryan, will conduct status calls/meetings with the City project manager every two weeks to provide updates on current tasks and progress towards key deliverables. We frequently utilize screen-share software during calls to enable all parties to view the conductor's screen, which increases meeting efficiency and ensures all participants are on the same page. In addition, we will maintain open lines of communication at all times with the City for the duration of this contract.

Task 1 Deliverables:

- Kick-off Meeting, Agenda and Meeting Minutes
- Regular Coordination Calls with City Staff
- Meeting Minutes, Monthly Progress Reports and Invoices

Task 2: Community Outreach

Task 2.1 – Community Outreach Plan

The success of the City of Calexico Bicycle Master Plan Update will, in part, depend on how well the outcomes reflect and address the ideas, issues, and concerns of the residents, business interests, and other community stakeholders. The Chen Ryan team will develop a Community Outreach Plan early on in

the project schedule to maximize public participation involvement, efficiency, and effectiveness. The Outreach Plan will identify key groups/demographics to target, methods to publicize opportunities for participation, outreach locations and content.

Task 2.2 – Stakeholder Interviews

Stakeholder interviews conducted soon after project kick-off are one of the most effective ways for the project team to quickly assess community perspectives on key project issues, opportunities, and challenges. Conducting stakeholder interviews with individuals with diverse interests and backgrounds will help develop a Bicycle Master Plan Update that is representative of Calexico at large and addresses true community priorities. The interviews will be conducted fact-to-face with up to 15 individuals identified by City staff and the consultant team. We will finalize interview questions with City staff prior to conducting the interviews. Potential questions may include the following:

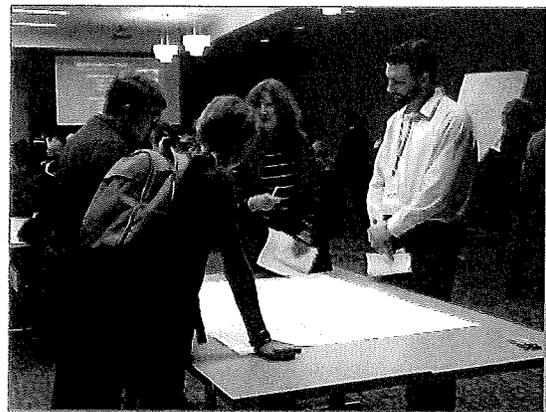
- What results would you like to see from the Plan?
- How satisfied are you with the current bicycle infrastructure?
- What do you perceive as barriers or challenges to cycling in Calexico?
- Can you identify specific locations where bicycle mobility is a concern?
- Where do you see people bicycle in Calexico?
- Are there destinations that you feel are inaccessible by bike?
- Where do you think additional bicycle infrastructure would be useful?
- What supporting bicycle programs would be beneficial in for Calexico residents?
- What can the City do to encourage more people to ride a bike for transportation?

Chen Ryan Associates employed this technique in the potentially contentious Downtown San Diego Mobility Plan, and was able to successfully shepherd innovative design solutions through the planning process. The input collected during the stakeholder interviews will be documented and summarized in a memo.

Task 2.3 – Community “Focus” Workshop

Community members are experts of their neighborhoods and their commute and recreational routes. Public workshops broaden community involvement and provide transparency in the planning process. The community focus workshop will bring together stakeholders and other community members to discuss and build consensus on the issues, desires, opportunities, and constraints for the Plan. Workshops also tend to create a sense of public investment in a project.

The Chen Ryan team will conduct one community “focus” workshop designed to be interactive and engaging. We will prepare presentation materials, facilitate activities and discussions. Existing conditions analysis findings and the preliminary proposed bicycle network will be presented using large, graphic plots to help initiate discussions on community needs. Community members will be able to provide valuable first-hand knowledge, identifying the strengths and weaknesses of the current bicycle network, as well as the draft proposed network. An additional emphasis will be place on concerns related to students cycling to school, as well as access to parks and other key destinations.



The workshop focus will then shift towards identifying potential improvements and solutions to the perceived issues. We will display graphic examples of various bicycle facilities and improvement types to help expose participants to traditional and innovative treatments to consider as a means to identify context appropriate solutions.

The public input collected during the workshop will be documented in a Community Focus Workshop Memo and incorporated into the Community Needs Analysis. The public involvement will also provide input on finalizing Task 3.3 Available and Potential Routes, as well as help shape the direction for Task 3.4 Program Recommendations.

Task 2 Deliverables:

- Community Outreach Plan
- Draft and Final Stakeholder Interview Questions
- Stakeholder Interviews
- Stakeholder Interview Summary Memo
- Draft and Final Workshop Outline
- Draft and Final Workshop Materials
- Conduct Community "Focus" Workshop
- Community "Focus" Workshop Summary Memo

Task 3: Calexico Bicycle Master Plan Update

Task 3.1 – Existing Conditions Data Report

Gaining a comprehensive understanding of existing conditions is a critical first step in developing a bicycle master plan that improves bicycle mobility. To achieve this, we propose an Existing Conditions Report consisting of five main components:

1. *Document Review* – Local and regional planning documents and policies relevant to bicycle planning in Calexico will be reviewed. Consistency and coordination among jurisdictions helps to achieve more complete transportation networks and can increase competitiveness for scarce grant resources. The project team will consult with City staff to identify all relevant documents, however, at a minimum the review will include the following:
 - City of Calexico Bicycle Master Plan (2003)
 - Calexico West Land Port of Entry Border Station Expansion (2009)
 - Imperial County Bicycle Master Plan (2011)
 - Mega Park Mixed Use Development TIS (2013)
 - Calexico Intermodal Transportation Center Feasibility Study (2014)
 - City of Calexico Climate Action Plan (2015)
 - City of Calexico General Plan Update (2015)
 - New River Class I Bicycle Trail Project (2015)
 - Imperial County Transportation Commission Pedestrian and Bicycle Transportation Access Study of the California/Baja California Land Ports of Entry (2015)
2. *Data Collection* – We will commission peak period bicycle counts at 15 locations within the City to help identify locations with relatively greater bicycle demands. The locations, count day and time will be finalized in consultation with City staff. The project team will also collect and interpret demographic information available from the US Census. Population variables to be analyzed will include zero-vehicle households, commute mode shares, and youth and senior populations. We

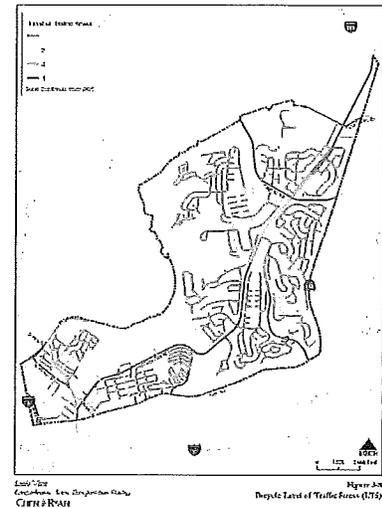
will also collect data related to roadway characteristics and environments during this stage, which will be used to inform the demand assessment, needs analysis, and future recommendations. This data will be collected through available City and County sources, Google Earth, and field reviews, and will include the following:

- ROW widths and number of lanes
- Posted speeds and traffic controls
- Traffic volume
- Existing bicycle facilities
- Barriers/obstructions to cyclists
- Land uses

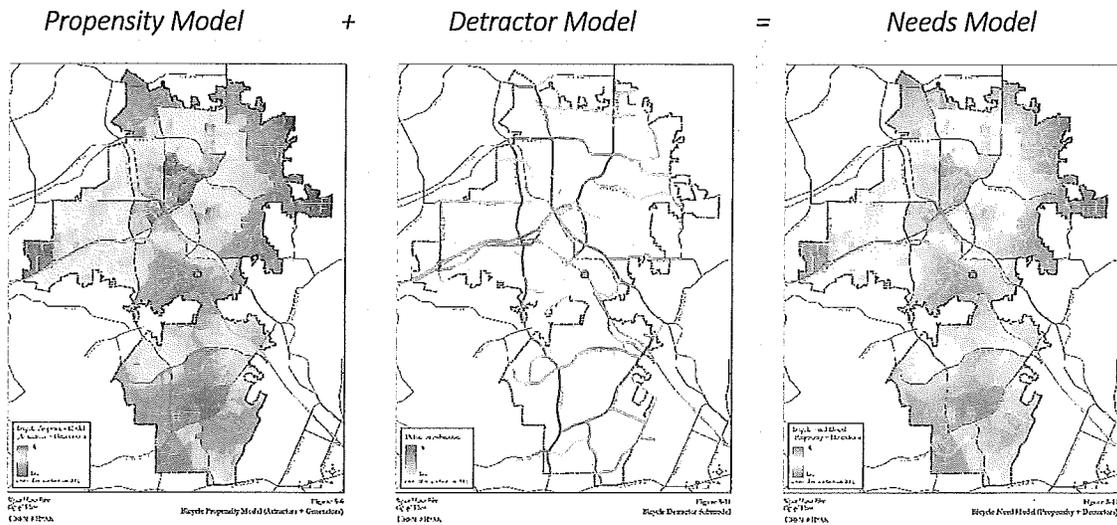
3. *Safety Analysis* – Bicycle safety will be evaluated by reviewing collision data available through the Statewide Integrated Traffic Records System (SWITRS) or preferred local data sources. Collision history for the past three years will be collected, mapped and analyzed to help with identifying relatively high-incident locations. Collision causes, time of day occurrences, and victim demographics will also be assessed. The information derived from this analysis will be used to help determine the root causes or contributing factors of collisions, and will help in identifying locations that may require safety mitigation measures.

4. *Network Quality Assessment* – We will utilize a nationally recognized assessment tool called Level of Traffic Stress (LTS) to define the quality of the roadway environment for cyclists. LTS inputs include traffic volumes, number of roadway travel lanes, and intersection characteristics such as the presence of right-turn only lanes. The results of this assessment will be incorporated into the Existing Conditions Data Report, including a map that assigns a score of one through four, based on roadway characteristics, to each analyzed corridor.

5. *Demand Assessment* – Chen Ryan Associates has developed a series of models to assist with identifying areas where bicycle trips are likely to occur and where roadway conditions may deter non-motorized trips. The Bicycle Propensity Model identifies areas across the City with relatively higher likelihood for generating and attracting bicycle trips. The model draws from a variety of data inputs, such as demographic data, population and employment density, existing networks, and specific land uses to identify the high propensity areas. The model can be fine-tuned with additional inputs, or by removing inputs, to better reflect variables thought to influence local conditions.



The Bicycle Detractor Model identifies areas that may be perceived as uncomfortable or uninviting to cyclists. The detractor model uses average daily traffic volumes (ADT), posted speed limits, freeway interchange locations, and collision locations to pinpoint street segments that may deter active transportation trips. Combining the two models results in a Bicycle Needs Model, indicative of areas with both increased potential for cycling trips, as well as increased barriers related to bicycle travel. These high need areas may serve as a starting point for developing proposed projects or facility improvements.



The document review, data collection, safety analysis, and demand assessment will be incorporated into a single document to provide a summary of existing cycling conditions in Calexico. This information will be critically assessed to call out key opportunities and constraints that, along with stakeholder interviews and community input from the prior task, will provide a foundation for making future network alternative and programmatic recommendations.

Task 3.2 – Community Needs Analysis

The Community Needs Analysis will draw from the data and findings presented in the Existing Conditions Data Report, the stakeholder interviews, and the input collected during the Community Focus Workshop to identify a clear set of community needs. The Community Needs Analysis will be summarized in a memo. These needs represent priorities to be addressed when developing the future bicycle network and program recommendations in Task 3.3 and 3.4, respectively.

Task 3.3 – Available and Potential Routes

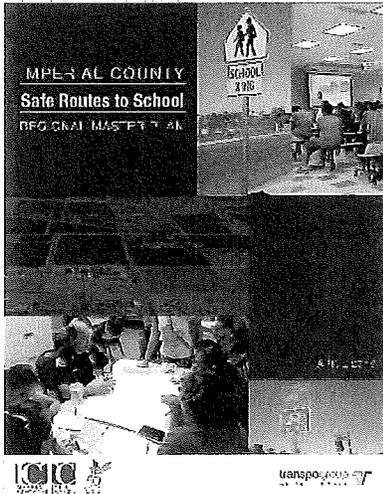
The existing conditions evaluations and community outreach will guide the development of the updated proposed bicycle network. Network recommendations will seek to improve bicycle access, make connecting linkages between neighborhoods and attractions, connections to schools and transit, and improve safety and comfort for cyclists of all levels. We will take into consideration the effects of existing and planned land uses and the public transportation system.

The Chen Ryan team will evaluate the Calexico roadway network to determine suitable bicycle facility types for various roadway environments, considering posted speed limits, vehicular volumes, presence of on-street parking, and right-of-way and curb-to-curb limitations. This evaluation will enable the project team to identify roadways with underutilized right-of-way – excessive lane widths, overbuilt vehicular travel lanes, or underutilized on-street parking – that may be repurposed to better accommodate bicycle facilities. We will draw from Google Earth, field reviews, and available City data to collect the information.



Proposed network recommendations will also take into consideration existing and planned facilities in adjacent jurisdictions. Input collected during the Community Focus Workshop and the Stakeholder Interview sessions will greatly shape the network development. We will present the existing, currently planned, and proposed bicycle facilities on a map for City staff and community review.

Task 3.4 – Program Recommendations

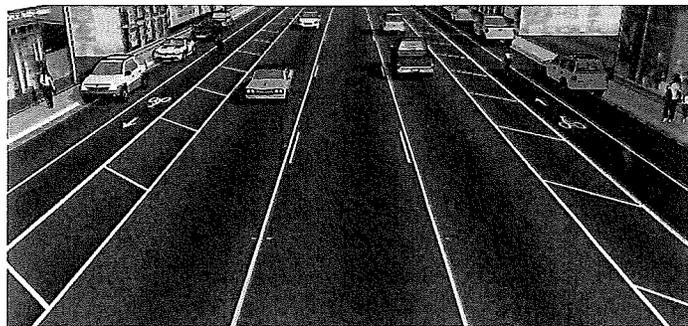


The Chen Ryan team will conduct a best practices review of supporting bicycle programs to identify programs that may be beneficial and suitable in Calexico. Programmatic topics to review will include bicycle education, utilization, enforcement, and promotional efforts. We will explore local, regional, and national level programs to ensure our recommendations include innovative programs.

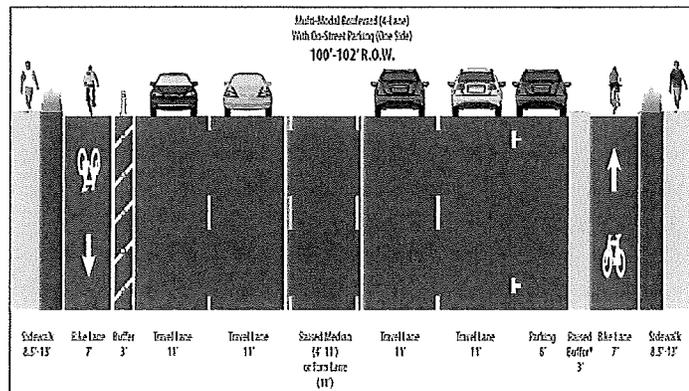
We will place additional emphasis on the Imperial County Safe Routes to School Master Plan to create consistency with the regional document which may increase funding availability/competitiveness. The Safe Routes to School Master Plan identifies site specific recommendations for nine schools within the Calexico Unified School District, and includes a summary list of topics to consider for Education, Encouragement, and Enforcement programs. This document, finalized in April 2016, provides very relevant and recent information to help guide the program development task. The review and resulting recommendations will be summarized in a memo and ultimately included as a chapter in the Bicycle Master Plan.

Task 3.5 – Project Concepts and Costing

Project concepts and supporting graphics will be prepared in conjunction with Task 3.6 – Implementation, Funding and Project Costing. Individual projects will be determined through discussions between City staff and the consultant team, and may include corridor-long bicycle facilities, intersection treatments, signage, or other site specific treatments deemed necessary.



The project sheets will be prepared for the 10 highest ranking projects, as identified through the prioritization process identified in Task 3.6. Each sheet will include a conceptual graphic of the proposed project, a description, and estimated costing. Sample sheets will be provided to City staff to determine the preferred project sheet format and content.



Task 3.6 – Prioritization, Implementation, and Funding

The recommended bicycle network will be prioritized using key criteria such as cycling demands, barriers/need, safety issues, cost, and construction feasibility. Criteria for prioritizing will be developed in conjunction with City staff, the community, and City commissioners. The proposed network will be segmented into separate projects using City staff’s local knowledge and the consultant team’s expertise. Projects may encompass an entire corridor or a short segment. The prioritization method will be used to rank each of the projects. Project concept sheets and supporting graphics will be prepared for the 10 highest ranking projects.

The Chen Ryan team will prepare an implementation memorandum summarizing the prioritization process and ranking outcomes, a project phasing plan, and a description of potential funding sources and associated requirements. The implementation plan will identify projects (if any) that may eliminate a potential safety hazard and will outline a process that ensures bicycle infrastructure grows strategically rather than as a series of disconnected projects over time.

Task 3.7 – Draft Calexico Bicycle Master Plan Update

The Chen Ryan team will discuss the Calexico Bicycle Master Plan Update document format with City staff to identify a preferred template and look. A sample outline of the document will be provided for comment prior to moving forward. Chen Ryan Associates will prepare a draft of the Plan comprised of all tasks and deliverables completed. The full draft document will be provided to City staff for review and comment, including all graphics.

Task 3.8 – Final Calexico Bicycle Master Plan Update

Chen Ryan Associates will incorporate City staff comments and make the requested revisions to finalize the Calexico Bicycle Master Plan.

Task 3 Deliverables:

- Draft and Final List of Relevant Documents
- Bicycle Counts at 15 Locations
- Draft and Final Existing Conditions Data Report
- Community Needs Analysis Memo
- Available and Potential Routes Map
- Bicycle Program Memo
- Project Sheets & Costing for 10 Highest Ranking Projects
- Prioritization and Implementation Plan

Task 4: City Council Adoption of the Calexico Bicycle Master Plan Update

Task 4.1 – City Council Adoption of the Calexico Bicycle Master Plan Update

The Chen Ryan team brings a wealth of experience assisting City staff in adoption proceedings for long-range transportation plans. We will prepare a simple and to-the-point presentations that clearly explain the process and proposed recommendations. We will be prepared with responses to anticipated questions from elected officials. We recommend that City staff walk through the plan proposals with individual council persons prior to any hearings so that surprise reactions are minimized during proceedings. We submit all electronic files in their native formats to City staff upon completion of the Final Plan and provide six (6) copies for City staff, 14 copies for Planning Commission and Recreation Commission, and ten (10) copies for City Council.

Task 4 Deliverables:

- Submission of all electronic files
- Staff Draft – 6 copies
- Planning Commission and Recreation Commission Draft – 14 copies
- Council Draft – 10 copies

5. Local Benefit Statement

The Chen Ryan team intends on utilizing Traffic Data Service Southwest for data collection services. Traffic Data Service Southwest is based just north of Calexico, in the City of El Centro. We are flexible in vendor selection and open to using the services of any data collection vendors located in Calexico that can offer competitive pricing. We will purchase refreshments (snacks & beverages) within the City of Calexico to provide to Community Focus Workshop attendees.

6. References

Five references for each key staff member are provided in the following table.

Key Staff Member	Reference
Sherry Ryan, PhD	Dan Goldberg, City of Solana Beach 858-720-2474
	Adam Finestone, City of Vista 760-643-5393
	Edd Alberto, City of San Diego 619-533-3093
	Nancy Graham, City of San Diego 619-236-6891
	Tanner French, City of San Diego 619-236-6576
Monique Chen, PE	Maureen Gardiner, City of San Diego 619-236-7065
	Nick Ortiz, County of San Diego 858-694-2410
	Lara Gates, City of San Diego 619-236-6006
	John Conley, City of Vista 760-643-5388
	Brad Richter, Civic San Diego 619-533-7115
Andrew Prescott	Dan Goldberg, City of Solana Beach 858-720-2474
	Adam Finestone, City of Vista 760-643-5393
	Edd Alberto, City of San Diego 619-533-3093
	Nancy Graham, City of San Diego 619-236-6891
	Tanner French, City of San Diego 619-236-6576
Sasha Jovanovic	Maureen Gardiner, City of San Diego 619-236-7065
	Brad Richter, Civic San Diego 619-533-7115
	Tanner French, City of San Diego 619-236-6576
	Carly Macias, City of San Diego 619-236-6883
	Elizabeth Hannon, Uptown Community Parking District 619-846-5754
Jonathan Sanchez	Nestor E. Mangohig, City of Encinitas 760-943-2298
	Raul Amenta, City of El Cajon 619-441-1665
	Charlie Richmond, ICF International 619-838-5225
	Michael L. Page, RECON Environmental 619-308-9333
	Stephanie Whitmore, RECON Environmental 619-308-9333

Augie Chang, ENV SP

Jim Newton, City of Coronado | 619-522-7313
Ed Walton, PE, City of Coronado | 619-522-7385
Abraham Campos, City of El Centro | 760-337-5182
Kathi Williams, Imperial County Transportation Commission | 760-592-4494
Lara Gates, City of San Diego | 619-236-6006
Ed Walton, PE, City of Coronado | 619-522-7385

**Alejandro Angel, PhD, PE,
PTOE, ENV SP**

Shirley Lau, PE, City of Los Angeles | 213-485-5228
Julia Wu, PE, Port of Long Beach | 562-283-7379
Scott Beck, Arizona Dept. of Transportation | 520-360-0104
Beth Abramovitz, PE, City of Tucson | 520-45-1335
Andrew Frost, Riverside Transit Agency | 951-565-5210

Kimberly Wender, PE, ENV SP

Michael Ramirez, City of San Diego | 619-533-4111
Alejandra Gonzalez, City of San Diego | 619-533-5155
Jim Newton, City of Coronado | 619-522-7313
Ed Walton, PE, City of Coronado | 619-522-7385

7. Conflict of Interest Statement

Chen Ryan Associates and Psomas do not have any financial, business or other relationship with the City of Calexico that may have an impact upon the outcome of this contract. Neither firm has current clients, including owners/developers, who may have a financial interest in the outcome of this contract or any City construction project that may follow.

8. Insurance Coverage

General Liability: \$2,000,000
Professional Liability: \$2,000,000
Automotive Liability: \$1,000,000
Worker's Compensation: \$1,000,000

9. Supportive Information

Resumes for all key staff members are provided in this section.

SHERRY RYAN, PhD



Dr. Ryan has worked as a practicing transportation planner in California for 19 years, and is also a professor at San Diego State University in the School of Public Affairs City Planning Program. Sherry's career has been devoted to non-motorized transportation planning ideals and has focused on researching, teaching and practice efforts related to shifting communities away from automobile dependence and toward transit and human-powered travel. In addition to her academic experience, she brings significant practice experience having served as project manager for multiple local bicycle and pedestrian master planning efforts, including the San Diego Regional Bicycle Plan, the City of San Diego's Bicycle Master Plan Update and their Pedestrian Master Plan – Phases 2 & 3, the City of Chula Vista Pedestrian Master Plan, and the City of Carlsbad Pedestrian Master Plan. Her joint academic and practice careers have allowed her to develop a

professional foundation of significant breadth, part exploratory research – part nuts-and-bolts planning practice.

EDUCATION

Doctorate in Transportation Science, University of California, Irvine, 1997

Masters of Science in Civil Engineering, University of California, Irvine, 1992

Bachelors of Arts in Romance Languages and Latin American Studies, Princeton University, 1987

AREAS OF EXPERTISE

Bicycle and Pedestrian Master Planning • Active Transportation Performance Monitoring • Safe Routes to Schools • Program Evaluation Studies • Multi-modal Planning • Public Health • Circulation Elements

PROJECT EXPERIENCE

- Maricopa Association of Governments MMLOS – Maricopa Association of Governments
- Vista Bicycle Master Plan Update – City of Vista
- City of Solana Beach General Plan Update – City of Solana Beach
- City of Solana Beach Comprehensive Active Transportation Strategy (CATS) – City of Solana Beach
- Linda Vista Comprehensive Active Transportation Strategy (CATS) – City of San Diego
- City of San Diego Crosswalk Safety Guidelines – City of San Diego
- Maricopa Association of Governments Bicycle Count Project– Maricopa Association of Governments
- Evaluation of SANDAG's Bike to Work Month Promotions – City of San Diego
- Arkansas Train Monitoring Program – Walton Foundation
- Safe Routes to Transit Evaluation Plan – Association of Bay Area Governments
- City of Vista Safe Routes to School Strategic Plan – City of Vista

REPRESENTATIVE PUBLICATIONS

- Ryan, Sherry and Andrea Hoff. 2010. "Transforming Blight and the People Who Live There: A Study of Redevelopment Planning and Neighborhood Change." *Journal of Planning Practice and Research*.
- Ryan, Sherry and Lawrence Frank. 2009. "Pedestrian Environments and Transit Ridership." *Journal of Public Transportation*.

MONIQUE CHEN, PE



Ms. Chen has 18 years of experience providing engineering and planning services to the transportation industry, including both public and private sector clients. As a registered traffic engineer, she has been responsible for project management on numerous projects ranging from general plans/master plans/specific plans, mobility plan studies, corridor studies, transportation impact analyses, operational and demand assessments to conceptual engineering. Specific areas of experience and expertise include traffic engineering and operations (Synchro, Traffix, VISSIM, etc.), local and regional transportation planning, smart growth planning, multi-modal planning, development of specifications and cost estimates, and traffic impact studies. Monique has assisted in a number of subarea transportation model developments through her involvement with general/community plan updates and corridor studies throughout the region, and is well versed in the application of the SANDAG Regional Transportation Model.

EDUCATION

Bachelor of Science in Civil Engineering, University of Arizona, Tucson, 1998

PROFESSIONAL REGISTRATIONS/AFFILIATIONS

Professional Engineer, California, No. TR 2272

Institute of Transportation Engineers (ITE) – Program and Technical Chair

Women’s Transportation Seminar (WTS)

Registered Traffic Engineers of America (RTEA)

Transportation Capacity and Mobility Task Force

Move SD, “The Move Alliance” – Panel as Transportation Expert

Contributing Author – “A Report on the Use of Traffic Simulation Models in the San Diego Region”

AREAS OF EXPERTISE

Traffic Impact Studies • Traffic Operations & Simulation • CEQA/NEPA Assessment • General Plans & Circulation Elements • Traffic Calming • Multi-modal Planning & Design • Specific Plans • Travel Demand Forecasting Projects/Development

RECENT PROJECT EXPERIENCE

- Downtown San Diego Mobility Plan – City of San Diego
- SESD and Encanto Community Plan Update – City of San Diego
- Commercial/Imperial Corridor Master Plan – City of San Diego
- City of Encinitas Housing Element Update – City of Encinitas
- City of Solana Beach General Plan Update – City of Solana Beach
- City of Solana Beach Comprehensive Active Transportation Plan (CATs) – City of Solana Beach
- City of National City General Plan Update – City of National City
- County of San Diego General Plan Update – City of San Diego
- Otay Ranch Traffic Engineering On-Call – Otay Ranch Company
- City of Vista Traffic Engineering On-Call – City of Vista

ANDREW PRESCOTT



Mr. Prescott has three years of experience as a practicing transportation planner, contributing on a wide range of planning efforts, including corridor studies, circulation/mobility element updates, parking studies, traffic impact studies, bicycle master plans, active transportation strategies, and health related research. He contributes to existing conditions analysis, network development, data collection, intersection analysis, active transportation research, siting of automated bicycle and pedestrian counters, community outreach, and performs a variety of planning related research. Andrew has contributed to the development of policy's supporting improved bicycle and pedestrian safety. Mr. Prescott is proficient with GIS software and Adobe Illustrator and regularly prepares materials for public meetings and final documents.

EDUCATION

Master of City Planning (MCP), San Diego State University, 2014

Bachelor of Arts, International Security & Conflict Resolution, San Diego State University, 2010

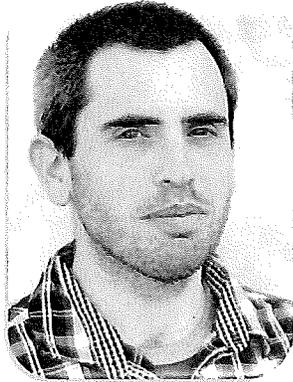
AREAS OF EXPERTISE

Transportation Planning • Active Transportation Planning • Existing Conditions Analysis • Data Collection & Analysis • GIS • Research • Community Outreach

PROJECT EXPERIENCE

- Downtown San Diego Complete Streets Mobility Plan – San Diego, CA | Ongoing
- Midway Urban Greening Plan – San Diego, CA | Ongoing
- Indio General Plan Update – San Diego, CA | Ongoing
- Santee Circulation Element Update – Santee, CA | Ongoing
- Linda Vista Comprehensive Active Transportation Strategy – San Diego, CA | Ongoing
- Maricopa Association of Governments MMLoS – Maricopa County, AZ | Ongoing
- Palm Avenue Revitalization Plan – San Diego, CA | 2016
- Bike Lanes on Broadway – Chula Vista, CA | 2016
- Solana Beach Comprehensive Active Transportation Study – Solana Beach, CA | 2015
- Southeastern San Diego Community Plan Update – San Diego, CA | 2015
- Border Health Equity Transportation Study – San Diego, CA | 2015
- Arkansas Trail Monitoring Plan – North West Arkansas, AR | 2015
- Vista Bicycle Master Plan Update – Vista, CA | 2014
- San Diego Comprehensive Pedestrian Safety Study – San Diego, CA | 2014
- Maricopa Association of Governments (MAG) Bicycle Count Project– Maricopa County, AZ | 2014
- Safe Routes to School Program Evaluation – California Statewide | 2013
- MAG Designing Transit Accessible Communities – Maricopa County, AZ | 2013

SASHA JOVANOVIC



Mr. Jovanovic has 8 years of experience in the urban planning field both as a transportation planner and as a geographic information systems (GIS) specialist. As a transportation planner, Mr. Jovanovic contributed to the production of numerous bicycle and pedestrian master plans for various municipalities and regional agencies providing extensive analysis related to existing conditions and final network development. As a GIS specialist, he has contributed on dozens of transportation planning projects providing active transportation demand analysis, travel shed analysis, and the development of propensity models. Mr. Jovanovic is experienced with developing corridor conceptualizations and producing map documents.

EDUCATION

Masters of City Planning, San Diego State University, 2008

Bachelors of Arts, Sociology and Metropolitan-Urban Studies, Augsburg College, 2005

AREAS OF EXPERTISE

Transportation Planning • Active Transportation Planning & Analysis • Geographic Information Systems

PROJECT EXPERIENCE

Mr. Jovanovic has worked on and helped produce a number of high-quality transportation planning documents, including but not limited to the following:

- Downtown San Diego Complete Streets – San Diego, CA | 2013 – On-Going
- Linda Vista Comprehensive Active Transportation Strategy – San Diego, CA | 2014 – On-going
- Vista Bicycle Master Plan Update – Vista, CA | 2015
- Solana Beach Comprehensive Active Transportation Strategy – Solana Beach, CA | 2015
- San Diego Pedestrian Crosswalk Guidelines – San Diego, CA | 2015
- Maricopa Association of Governments Bicycle Count Project – Maricopa County, AZ | 2014
- City of Solana Beach Circulation Element Update – Solana Beach, CA | 2013
- Southeastern San Diego Community Plan Update – San Diego, CA | 2012
- Escondido General Plan Update Complete Streets Assessment – Escondido, CA | 2011
- Escondido General Plan Update Traffic Impact Analysis – Escondido, CA | 2011
- City of National City Bicycle Master Plan – National City, California | 2011
- County of Los Angeles Bicycle Master Plan – Los Angeles County, California | 2011
- San Diego Regional Bicycle Plan – San Diego, California | 2008-2010
- City of Chula Vista Pedestrian Master Plan – Chula Vista, California | 2009
- City of San Diego Pedestrian Master Plan Phases 2 & 3 – San Diego, California | 2010
- City of San Diego Bicycle Master Plan Update – San Diego, California | 2009
- City of Carlsbad Pedestrian Master Plan – Carlsbad, California | 2008

JONATHAN SANCHEZ, EIT



Mr. Sanchez has two years of experience as a traffic engineer at Chen Ryan Associates. He is experienced in providing general engineering support to Project Managers and senior staff related to traffic impact studies, traffic operations, data collection, collision analyses, corridor studies, and multi-modal analysis. Jonathan is experienced in the application of the following transportation planning and traffic engineering analysis software: Synchro, Traffix, VISTRO, Highway Capacity Software (HCS) and the SANDAG tool for Smart Growth Trip Generation. Mr. Sanchez is also proficient in the use of GIS software and Adobe Acrobat Professional.

EDUCATION

- Master of Science, Civil Engineering - Transportation, San Diego State University, 2016
- Bachelor of Science, Civil Engineering, San Diego State University, 2014

PROFESSIONAL REGISTRATIONS/AFFILIATIONS

Institute of Transportation Engineers (ITE)

AREAS OF EXPERTISE

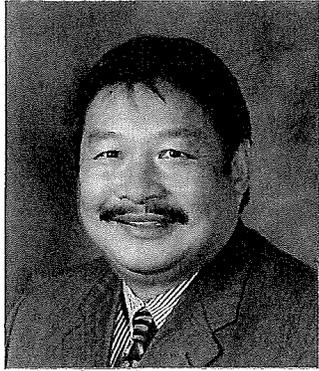
Traffic Impact Studies • Data Collection & Analysis • GIS • Community Outreach • Multi-Modal Analysis
• Corridor Studies • Parking Studies • Signal Timing Coordination

PROJECT EXPERIENCE

- Downtown San Diego Mobility Plan – Civic San Diego | Ongoing
- Poway Road Corridor Master Plan – City of Poway | Ongoing
- City of Indio General Plan Update – City of Indio | Ongoing
- Midway-Pacific Highway and Old Town Community Plan Update – City of San Diego | Ongoing
- Midway Urban Greening Plan – City of San Diego | Ongoing
- National City Marine Terminal Tank Farm Redevelopment – Port of San Diego | Ongoing
- Uptown Regional Bike Corridor Project – SANDAG | Ongoing
- Palm Avenue Revitalization Plan – City of San Diego | 2016
- Southeastern and Encanto Community Plan Updates – City of San Diego | 2015
- Escondido Youth Care Facility TIA – ACLU | 2015
- Boulder Oaks Preserve TIA – County of San Diego | Ongoing
- Guajome Park Academy Expansion – Guajome Park Academy | 2015
- Otay Ranch Village 14 TIA – GDCI Proctor Valley, LP | 2015
- Dole Fresh Fruit Refrigerated Rack Expansion TIA – Port of San Diego | 2015

Augie Chang, ENV SP

Project Manager



EDUCATION

1981/BS/Biology
San Diego State University

CERTIFICATIONS

Envision Sustainability
Professional/Institute for
Sustainable Infrastructure

PROFESSIONAL AFFILIATIONS

American Public Works
Association

EXPERIENCE

33 years with Psomas
43 years industry experience

Augie has experience with both the design and management for a broad range of infrastructure projects including transportation facilities, park and recreation projects, water and sewage systems, and drainage, on site development projects, healthcare facilities and infrastructure rehabilitation projects throughout Southern California.

Augie's experience includes:

Bid and construction period services

Utility and record drawing research

Field editing and preparation of existing conditions base maps

Preparation of engineering design drawings and specifications

Preparation of easement and right-of-way plats, legal descriptions, street vacation documentation

Preparation of record of survey, parcel maps, and subdivision drawings

Experience

El Centro Regional Bus Transfer Terminal and State Street Improvements, El Centro, CA: Project Manager for the new eight bus transfer facility in downtown El Centro serving Imperial County. Project included pedestrian plaza, weather shelters, and transit center rest room building. Energy conservation was achieved through an on-site photovoltaic system. Security assured through a site-wide CCTV system and on-site police storefront.

Brawley Transit Transfer Station, Brawley, CA: Project Manager assisting with the property acquisition (appraisal and negotiations with the owner), in coordination with Caltrans right of way departments. The facility serves as the City's central bus transfer station for Imperial Valley Transit buses and transit riders traveling to and from destinations throughout the Imperial Valley. Psomas provided overall project management and site master planning and conceptual studies, civil engineering design and land surveying services, and construction period support.

Inland Rail Trail, County of San Diego, San Diego County, CA: Project Director for this one mile portion of regional Inland Rail Trail, Class I bike path corridor within the County of San Diego. Project provided engineering and design for a 10 foot-wide paved trail to ADA standards with lighting, signage, fencing, grading, drainage, signal modifications, retaining walls, traffic, landscaping, and geotechnical support services.

Feasibility Study and Bike Trail along Chollas Creek Corridor, San Diego, CA: Project Manager for a study that included preliminary traffic and environmental analyses for a bike trail along the Chollas Creek Corridor. Several constraints were considered, including right-of-way limitations, vertical clearances (i.e. at the I-5 ramps), creek flows, sensitive habitats/species, railroad track crossings, on-street parking, and way-finding for bikes. The project also included coordination with the City and the public.

Inland Rail Trail, City of Vista, CA: Assistant Project Manager for this 5-mile Class I bike path corridor project which connects the Buena Creek Sprinter Station through the County of San Diego and the City of Vista to the Melrose Sprinter Station in the City of Oceanside. Psomas was responsible for the engineering and design of a 10-foot-wide ADA-accessible paved trail

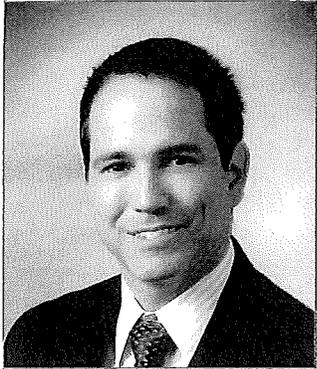
Augie Chang, ENV SP
(Continued)

with lighting, signage, and landscaping. The project also included signal modifications, drainage design, and geotechnical design.

Calexico West Land Port of Entry, Calexico, CA: Assistant Project Manager for the boundary and topographic mapping, utility research, base maps, site planning, and construction documents for a new \$212 million Land Port of Entry at the California/Mexico Border. The existing LPOE will be totally reconstructed, expanded, re-built, and modernized. Work also includes a comprehensive international hydrologic and hydraulic analysis of the New River, a proposed bridge over the New River, traffic engineering with extensive phasing and detour plans; civil engineering support for an anticipated parking structure, extensive wet and dry utility relocation, coordination with the Union Pacific Railway and new CPUC at-grade railway crossings; extensive coordination with Caltrans for State Route highway reconstruction, water quality management (drainage study, storm drain design including retention/ infiltration basins and other water quality BMP's, SWPPP, SWMP and erosion control plans); onsite grading, paving, utilities, and ADA accessible routes; offsite street and utility improvements; onsite hydrology, hydraulic analysis and drainage design; and extensive coordination with local, state, federal and Mexican government stakeholder agencies.

Alejandro Angel, PhD, PE, PTOE, ENV SP

Arizona Regional Manager



REGISTRATION

AZ/Professional Engineer/
Civil/#40203

CA/Professional Engineer/
Civil/#72792

EDUCATION

2008/PhD/Civil Engineering
(Transportation)/University of
Arizona

2002/MS/Civil Engineering
(Transportation)/University of
Arizona

1999/BS/Civil Engineering/
Universidad EAFIT, Colombia

CERTIFICATIONS

Envision Sustainability
Professional/Institute for
Sustainable Infrastructure

Professional Traffic Operations
Engineer/Transportation
Professional Certification Board
Inc.

PROFESSIONAL AFFILIATIONS

Institute of Transportation
Engineers

EXPERIENCE

14 years with Psomas
17 years industry experience

Alejandro is Vice President of Traffic Engineering for Psomas, a multi-disciplinary engineering firm with over 500 employees company-wide and headquartered in Los Angeles. He holds a Ph.D. degree in traffic engineering from the University of Arizona and is a Registered Professional Engineer in Arizona and California. Alejandro is also a certified Professional Traffic Operations Engineer (PTOE).

Dr. Angel's experience includes numerous traffic engineering studies for public and private projects, safety evaluations, the development of engineering standards and policies, and the planning and design of roadway and highway projects, roundabouts, traffic signal systems, and Intelligent Transportation Systems. Alejandro and his team have completed projects in Arizona, Utah, California, Washington, the Middle East, and South America, and his research has been presented by ASCE, ITE, TRB, and IEEE.

In 2009, Dr. Angel received the Young Professional Achievement Award from the ITE Western District, which includes approximately 5,000 transportation engineering professionals in 13 western states.

Experience

Coronado Cays Entrance Improvements and Bayshore Bikeway Traffic Study, Coronado, CA: Project Manager for developing conceptual plans for the lone vehicular entrance to the Coronado Cays, which crosses the Bayshore Bikeway and has been the site of numerous crashes and near-misses. A public workshop was held to gather information prior to developing conceptual plans, which demonstrated multiple potential improvements for the intersection. Project also included extensive coordination with the City of Coronado and the public. Alejandro is responsible for the development of the alternatives, cost estimates, and coordination with the City and the public.

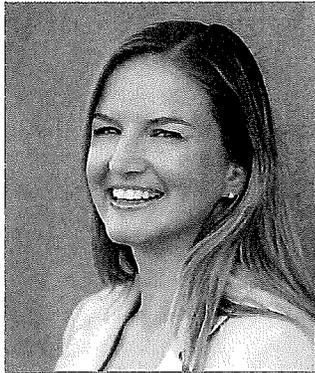
Feasibility Study and Bike Trail along Chollas Creek Corridor, San Diego, CA: Traffic Engineer for a study that included preliminary traffic and environmental analyses for a bike trail along the Chollas Creek Corridor. Several constraints were considered, including right-of-way limitations, vertical clearances (i.e. at the I-5 ramps), creek flows, sensitive habitats/species, railroad track crossings, on-street parking, and way-finding for bikes. The project also included coordination with the City and the public.

Grande Avenue Bike Lanes and Re-Striping, Tucson, AZ: Principal-in-Charge for the design of the restriping of Grande Avenue to create bike lane connectivity from Congress St. to Mission Rd. Psomas surveyed the existing roadway prior to a mill/overlay to establish the existing edges of pavement, then best-fit a center line in order to establish bike lanes with a minimum 4-foot width throughout the corridor. Pavement marking treatments also included refreshing of markings for existing speed tables and crosswalks, and the addition of shared lane markings (sharrows) at Congress Street and the Cushing Street roundabout.

Homer Davis Elementary School Transportation Enhancement Project, Pima County, AZ: Traffic Engineer for this transportation enhancement project, which improved Romero Road by adding bike lanes, sidewalks, school crosswalks, turn lanes, and a pedestrian signal. The bus and parent drop-off circulation for the school was assessed and re-designed to improve student safety and operational efficiency. This project used federal funds and has been developed following the requirements associated with the use of those funds.

Kimberly Wender, PE, ENV SP

Civil Engineer



REGISTRATION

CA/Professional Engineer/#C85674

CT/Professional Engineer/#0029820

EDUCATION

2008/BS/Civil Engineering/
University of Connecticut

CERTIFICATIONS

Envision Sustainability
Professional/Institute for
Sustainable Infrastructure

PROFESSIONAL AFFILIATIONS

American Public Works
Association

LEVO League of San Diego

EXPERIENCE

2 years with Psomas
3 years industry experience

Kimberly is a civil engineer with experience in transit facility design, drainage analysis and design, civil/site design, civil infrastructure design, and environmental permitting. She has been involved on a variety of projects with experience in hydrologic and hydraulic analysis, detailed cost estimates, design reports, and preparation of design plans, using AutoCAD Civil3D, Microstation XM and a variety of stormwater modeling programs that include HydroCAD, StormCAD, and Hec-Ras.

Experience

Inland Rail Trail, County of San Diego, San Diego County, CA: Staff Engineer for this one mile portion of regional Inland Rail Trail, Class I bike path corridor within the County of San Diego. Project provided engineering and design for a 10 foot-wide paved trail to ADA standards with lighting, signage, fencing, grading, drainage, signal modifications, retaining walls, traffic, landscaping, and geotechnical support services.

Feasibility Study and Bike Trail along Chollas Creek Corridor, San Diego, CA: Staff Engineer for a study that included preliminary traffic and environmental analyses for a bike trail along the Chollas Creek Corridor. Several constraints were considered, including right-of-way limitations, vertical clearances (i.e. at the I-5 ramps), creek flows, sensitive habitats/species, railroad track crossings, on-street parking, and way-finding for bikes. The project also included coordination with the City and the public.

RapidLink Route 1/Route 16 Bus Stops, Riverside and Corona, CA: Staff Engineer for the Riverside Transit Authority's (RTA) proposed RapidLink Route 16 Frequent Local Service Enhancement along the 20 miles stretch between the University of Riverside and the City of Corona, and in Riverside Downtown bus service along Vine Street. The projects entail enhancement of approximately 50 existing or new branded bus stops with upgraded amenities such as ADA accessible shelter platforms, premium station signage, transit shelters, seating, and bike rack along these routes. In addition, RTA proposes to construct a temporary bus layover area at Vine Street with the capacity to stop seven buses for variety of local operators. Two separate Categorical Exemptions were prepared pursuant to CEQA. Key issues of concern include temporary and permanent parking restrictions and construction related impacts.

Florida Avenue Bus Turnouts, Riverside, CA: Staff Engineer for a study to evaluate potential turnout designs to determine a preferred configuration that meets Riverside Transit Agency standards for turnout length, bus entry/exit transitions and complies with ADA standards for pedestrian clearances for proper path of travel on public sidewalks. The study will evaluate how to minimize impacts to existing public roadway improvements and adjacent private properties.

SunLine Transit Agency, Bus Stop Engineering Ph. 5, Coachella Valley, CA: Project Engineer for the survey and evaluation of 20 bus stops, spanning over eight separate jurisdictions in Coachella Valley. Bus stop improvements included the installation of new, or improvements to, existing bus stops. Existing site conditions, constructability, amenities, and ADA accessibility were taken into consideration. Services included field investigations of 20 bus stops, assessment of existing conditions, constructability assessment, and ADA compliance.

10. Schedule

The proposed project schedule is provided on the following page.

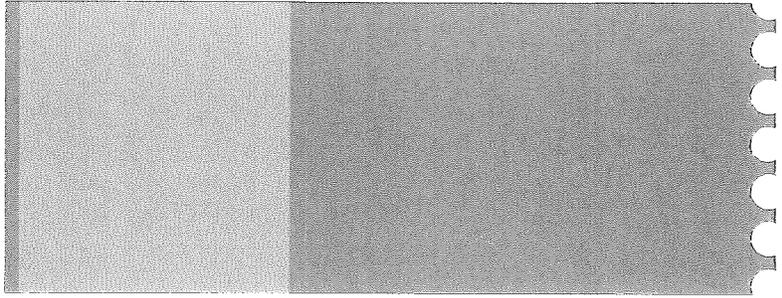
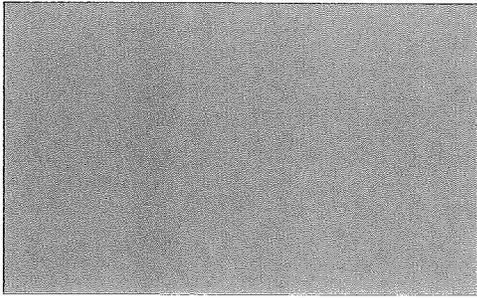
11. Cost Proposal

The cost proposal is provided in a separate sealed envelope as requested in the RFP.

City of Calexico - Bicycle Master Plan Update
The Chen Ryan Team

Task	2016								2017							
	August	September	October	November	December	January	February	March	April	May	June	July	August	September		
Task 1: Project Initiation																
1.1 - Kick-off Meeting																
1.2 - Coordination and Work Plan																
Task 2: Community Outreach																
2.1 - Community Outreach Plan																
2.2 - Stakeholder Interviews																
2.3 - Community "Focus" Workshop							★									
Task 3: Calexico Bicycle Master Plan Update																
3.1 - Existing Conditions Data Report																
3.2 - Community Needs Analysis																
3.3 - Available and Potential Routes																
3.4 - Program Recommendations																
3.5 - Project Concepts and Supporting Graphics																
3.6 - Implementation, Funding, and Project Costing																
3.7 - Draft Calexico Bicycle Master Plan Update																
3.8 - Final Calexico Bicycle Master Plan Update																
Task 4: City Council Adoption of the Calexico Bicycle Master Plan Update																
4.1 - City Council Adoption of the Calexico Bicycle Master Plan Update																

★ Community Workshop



CHEN + RYAN

**City of Calexico - Bicycle Master Plan Update
Cost Proposal
The Chen Ryan Team**

Task	Chen Ryan Associates					PSOM/AS			Subtotal	Total				
	S. Ryan	M. Chen	S. Jovanovi	A. Prescott	Intern/ Admin	Direct Cost	Subtotal	A. Chang			A. Angel	K. Wender	Direct Cost	Subtotal
Task 1: Project Initiation	\$185	\$185	\$110	\$90	\$60	\$250	\$6,070	\$210	\$190	\$135	\$0	\$420	\$6,490	
1.1 - Kick-off Meeting	2	2	-	2	20	\$250	\$800	2	-	-	-	\$420	\$1,220	
1.2 - Coordination and Work Plan	20	2	-	-	20	-	\$5,270	-	-	-	-	\$0	\$5,270	
Task 2: Community Outreach	24	-	-	22	28	\$650	\$8,750	-	-	-	\$0	\$0	\$8,750	
2.1 - Community Outreach Plan	4	-	-	6	8	-	\$1,760	-	-	-	-	\$0	\$1,760	
2.2 - Stakeholder Interviews	12	-	-	8	4	\$250	\$3,430	-	-	-	-	\$0	\$3,430	
2.3 - Community "Focus" Workshop	8	-	-	8	16	\$400	\$3,560	-	-	-	-	\$0	\$3,560	
Task 3: Calexico Bicycle Master Plan Update	102	20	68	100	66	\$4,050	\$47,060	24	30	38	\$250	\$16,120	\$63,180	
3.1 - Existing Conditions Data Report	16	4	20	24	16	\$1,800	\$10,820	-	-	-	-	\$0	\$10,820	
3.2 - Community Needs Analysis	12	4	8	10	8	-	\$5,220	-	-	-	-	\$0	\$5,220	
3.3 - Available and Potential Routes	12	2	8	8	8	-	\$4,670	-	-	-	-	\$0	\$4,670	
3.4 - Program Recommendations	8	-	-	8	4	-	\$2,440	-	-	-	-	\$0	\$2,440	
3.5 - Project Concepts and Supporting Graphics	8	2	8	8	-	-	\$3,450	20	26	30	\$250	\$13,440	\$16,890	
3.6 - Implementation, Funding, and Project Costing	8	2	4	8	-	-	\$3,010	4	4	8	-	\$2,680	\$5,690	
3.7 - Draft Calexico Bicycle Master Plan Update	24	4	12	24	20	-	\$9,860	-	-	-	-	\$0	\$9,860	
3.8 - Final Calexico Bicycle Master Plan Update	14	2	8	10	10	\$2,250	\$7,590	-	-	-	-	\$0	\$7,590	
Task 4: City Council Adoption of the Calexico Bicycle Master Plan Update	4	-	-	-	-	\$250	\$990	-	-	-	\$0	\$0	\$990	
4.1 - City Council Adoption of the Calexico Bicycle Master Plan Update	4	-	-	-	-	\$250	\$990	-	-	-	-	\$0	\$990	
Total	152	22	68	124	114	\$5,200	\$62,870	26	30	38	\$250	\$16,540	\$79,410	

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the 2nd day of November, 2016, by and between the City of Calxico ("City") and Chen Ryan Associates, Inc. ("Consultant").

RECITALS

- A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and
- B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

AGREEMENT

1. **Scope of Services.** The Consultant shall furnish the following services in a professional manner. Consultant shall perform the services described on Exhibit A which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the City through its staff that it may provide from time to time.
2. **Time of Performance.** The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the City. All such work shall be completed no later than January 31, 2018. Time is of the essence for every provision of this agreement that states a time for performance and for every deadline imposed by the City.
3. **Compensation.** Compensation to be paid to Consultant shall be as set forth in Exhibit B, which is attached hereto and incorporated herein by reference. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
4. **Method of Payment.** Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
5. **Ownership of Documents.** All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further

compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request.

- 6 Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.
7. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by and during this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
 - b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)
8. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
 9. Indemnity. Consultant agrees to indemnify, including the cost to defend, the City, and its officers, agents and employees from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of services under this contract. This indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence, willful misconduct or defects in design by the City or its agents, servants, or independent contractors who are directly responsible to the City, or the active negligence of the City.

To the fullest extent permitted by law, the Consultant shall (1) immediately defend and (2) indemnify the City, and its councilmembers, officers, agents, and employees from and against all liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or its employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Consultant's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

- (b) The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its councilmembers, officers, agents, and employees, immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.
- (c) The review, acceptance or approval of the City's work or work product by any indemnified party shall not affect, relieve or reduce the City's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

10. Insurance Requirements.

- a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.
 - i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition,

Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. This provision shall not apply if Consultant has no employees performing work under this Agreement. If the Consultant has no employees for the purposes of this Agreement, Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.

- i. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- iv. Errors and Omissions Liability. Consultant shall maintain errors and omissions liability insurance for all work performed under this Agreement in an amount of not less than one million dollars (\$1,000,000).
- b. Policy Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:
 - i. The City of Calexico, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.
 - ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention

the City may have, shall be considered excess insurance only and shall not contribute with it.

- iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - iv. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.
 - v. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.
- c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
 - d. Certificates of Insurance and Endorsements. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.
11. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.
 12. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall obtain a City of Calexico Business License.
 13. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Imperial, California.
 14. Written Notification. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc.

shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Calexico, City Manager
608 Heber Ave.
Calexico, CA 92231

If to Consultant: Chen Ryan Associates, Inc.
3900 5th Avenue, Suite 210
San Diego, CA 92103

15. Consultant's Books and Records.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

16. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications,

including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

17. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
18. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.
19. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
20. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
21. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF CALEXICO:

CONSULTANT:

City Manager

APPROVED AS TO FORM:

ATTEST:

Carlos Campos
Interim City Attorney

Gabriela Garcia
Deputy City Clerk

EXHIBIT A

SCOPE OF SERVICES

(proposal dated June 29, 2016)

EXHIBIT B
SCHEDULE OF CHARGES

EXHIBIT C

CERTIFICATE OF EXEMPTION FROM WORKERS' COMPENSATION INSURANCE

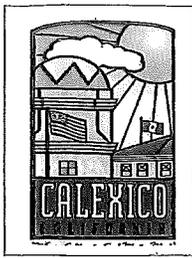
I hereby certify that in the performance of the work for which this Agreement is entered into, I shall not employ any person in any manner so as to become subject to the Workers' Compensation Laws of the State of California.

Executed on this _____ day of _____, 2016, at _____, California.

Consultant

**AGENDA
ITEM**

8



AGENDA STAFF REPORT

DATE: October 18, 2016

TO: Mayor and City Council

APPROVED BY: Armando G. Villa, City Manager *Armando G. Villa*

PREPARED BY: Armando G. Villa, City Manager

SUBJECT: Appointment of Designated City Representatives to the Abandoned Vehicle Abatement Joint Powers

=====

Recommendation:

It is the City Managers recommendation for the Council to appoint
Primary – Ralph B. Morales, Building/Planning/Code Enforcement Manager
Alternate – Lorena Minor-Montes Code Enforcement Officer

Background:

Pursuant to Municipal Code Section 8.48.050 Removal-Authority When the City has contracted or granted a franchise to enter upon private/public property to remove vehicle or parts declared a nuisance pursuant to this chapter.

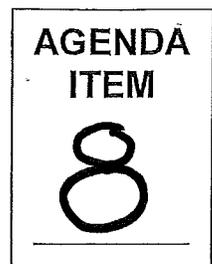
Discussion & Analysis:

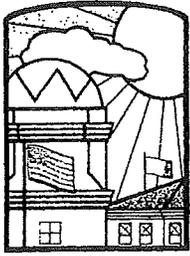
JPA has been formed through the County in September 2002 with cities of El Centro, Brawley, Holtville, the County and Calexico participating each with a qualifying staff member

This will help eliminate blight and assist alleviate in the Code Enforcement Area without any fiscal impact.

Attachment:

1. Point of Contact Letter dated 2008
2. Calexico Municipal Code 8.48
3. Resolution No. 02-42
4. JPA Agreement Abandoned Vehicle Abatement Service Agreement Service Authority, 2002





CITY OF CALEXICO

608 Heber Avenue
Calexico, CA 92231
Tel: 760.768.2106
Fax: 760.357.7862
www.calexico.ca.gov

Department of Development Services Code Enforcement

April 14, 2008

Ms. Shirl Papaian
Fire Prevention Services Inc.
P.O. Box 625
El Centro, CA 92244

RE: Notice To Proceed – Abandoned Vehicles

Dear Ms. Papaian,

Enclosed for your records is one fully executed copy of the City of Calexico Municipal Code, Ordinance Number 1065 – Regarding Abandoned Vehicles.

Pursuant to the terms of the contract, you are hereby direct to start work on the above referenced project as of April 14, 2008.

Please note that Ms. Lorena Minor, Code Enforcement Officer, is your point of contact. No changes to the project should be made without prior authorization from the Director of Development Services and/or written direction from this office. Please acknowledge receipt of this Notice by signing and returning two (2) copies to this office.

Thank you for your attention in this matter. If you have any questions, please do not hesitate to call Ms. Minor or myself and (760) 768-2105.

Best Regards,

Armando G. Villa
Director of Development Services

AGV:ssc

RECEIPT ACKNOWLEDGED
Fire Prevention Services, Inc.

By: Shirl Papaian

Date: 4/18/08

Ordinance No. 1065

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALEXICO AMENDING CHAPTER 8.48 OF THE CALEXICO MUNICIPAL CODE REGARDING ABANDONED VEHICLES

WHEREAS, the Council ("Council") of the City of Calexico adopted Ordinance 632 in 1968 adding Chapter 8.48 of the Calexico Municipal Code ("Code"); and

WHEREAS, the Council wishes to amend Chapter 8.48 in order to conform to changes in state law since 1968 and to clarify the requirements and procedures for abatement of abandoned vehicles;

NOW THEREFORE, THE COUNCIL OF THE CITY OF CALEXICO HEREBY ORDAINS AS FOLLOWS:

SECTION 1: Section 8.48.010 of the Code is hereby amended to read as follows:

As used in this chapter, the following words shall have the following meanings:

- A. "Vehicle" means a device by which any person or property may be propelled, moved or drawn upon a highway, except as device moved by human power or used exclusively upon stationary rails or tracks.
- B. "Highway" means a way or place of whatever nature, publicly maintained and open to the use of the public for purposes of vehicular travel. Highway includes street.

SECTION 2: Section 8.48.030 of the Code is hereby amended to read as follows:

In addition to and in accordance with the determination made and the authority granted by the state of California under Section 22660 of the Vehicle Code to remove abandoned, wrecked, dismantled or inoperative vehicles or parts thereof as public nuisances, the city council makes the following findings and declarations: The accumulation and storage of abandoned, wrecked, dismantled, or inoperative vehicles or parts thereof on private or public property is found to create a condition tending to reduce the value of private property, to promote blight and deterioration, to invite plundering, to create fire hazards, to constitute an attractive nuisance creating a hazard to the health and safety of minors, to create a harborage for rodents and insects and to be injurious to the health, safety and general welfare. Therefore, the presence of an abandoned, wrecked, dismantled or inoperative vehicle, or part thereof, on private or public property, except as expressly permitted in this chapter, constitutes a

public nuisance which may be abated as such in accordance with the provisions of this chapter.

SECTION 3: Section 8.48.070 of the Code is hereby amended to read as follows:

8.48.070 Notice of Intention to Abate and Remove Nuisance.

- A. A ten (10) day notice of intention to abate and remove a vehicle or part thereof as a public nuisance shall be issued.
1. The notice of intention is not required if the property owner and the owner of the vehicle have signed releases authorizing removal and waiving further interest in the vehicle or part thereof. The notice of intention is not required for removal of a vehicle or part thereof that is inoperable due to the absence of a motor, transmission, or wheels and incapable of being towed, is valued at less than two hundred dollars (\$200) by a person specified in section 22855 of the Vehicle Code, and is determined by the City to be a public nuisance presenting an immediate threat to public health or safety, provided that the property owner has signed a release authorizing removal and waiving further interest in the vehicle or part thereof. Prior to final disposition under section 22662 of the Vehicle Code of such a low-valued vehicle or part for which evidence of registration was recovered pursuant to section 8.48.120, the City shall provide notice to the registered and legal owners of intent to dispose of the vehicle or part, and if the vehicle or part is not claimed and removed within twelve (12) days after the notice is mailed, from a location specified in section 22662 of the Vehicle Code, final disposition may proceed. Neither the City nor contractor thereof shall be liable for damage caused to a vehicle or part thereof by removal pursuant to this paragraph (8.48.070A.1). As to inoperable vehicles, the foregoing provisions apply only to inoperable vehicles located upon a parcel that is (i) zoned for agricultural use or (ii) not improved with a residential structure containing one or more dwelling units.
 2. The notice of intention shall contain a statement of the hearing rights of the owner of the property on which the vehicle is located and of the owner of the vehicle. The statement shall include notice to the property owner that he or she may appear in person at a hearing or may submit a sworn written statement denying responsibility for the presence of the vehicle on the land, with his or her reasons for such denial, in lieu of appearing. The notice of intention to abate shall be mailed, by registered or certified mail, to the owner of the land as shown on the last equalized assessment roll and to the last registered and legal owners of record unless the

vehicle is in such condition that identification numbers are not available to determine ownership.

SECTION 4: Section 8.48.080 of the Code is hereby deleted in its entirety.

SECTION 5: Section 8.48.090 of the Code is hereby amended to read as follows:

- A. Upon request by the owner of the vehicle or the owner of the land on which the vehicle is located, a public hearing shall be held before the City Manager or other designated hearing officer. This request shall be made to the City within ten (10) days after the mailing of notice of intention to abate and remove the vehicle or at the time of signing a release pursuant to section 8.48.070. If the owner of the land on which the vehicle is located submits a sworn written statement denying responsibility for the presence of the vehicle on his or her land within that time period, this statement shall be construed as a request for hearing that does not require the presence of the owner submitting the request. If the request is not received within that period, the City shall have the authority to remove the vehicle.
- B. The City Manager shall hear all facts and testimony he deems pertinent. Said facts and testimony may include testimony on the condition of the vehicle or part thereof and the circumstances concerning its location on the private property or public property. The City Manager shall not be limited by the technical rules of evidence. The owner of the land on which the vehicle is located may appear in person at the hearing or present a sworn written statement in time for consideration at the hearing, and deny responsibility for the presence of the vehicle on the land, with his reasons for such denial.
- C. The City Manager may impose such conditions and take such other action as he deems appropriate under the circumstances to carry out the purpose of this chapter. He may delay the time for removal of the vehicle or part thereof if, in his opinion, the circumstances justify it. At the conclusion of the public hearing, the City Manager may find that a vehicle or part thereof has been abandoned, wrecked, dismantled, or is inoperative on private or public property and order the same removed from the property as a public nuisance and disposed of as provided in this chapter and determine the administrative costs and the cost of removal to be charged against the owner of the parcel of land on which the vehicle or part thereof is located. The order requiring removal shall include a description of the vehicle or part thereof and the correct identification number and license number of the vehicle, if available, at the site.

- D. If it is determined at the hearing that the vehicle was placed on the land without the consent of the landowner and that he has not subsequently acquiesced in its presence, the City Manager shall not assess costs of administration or removal of the vehicle against the property upon which the vehicle is located or otherwise attempt to collect such costs from such landowner.
- E. If an interested party makes a written presentation to the City Manager but does not appear, he shall be notified in writing of the decision.

SECTION 6: Section 8.48.100 of the Code is hereby amended to read as follows:

- A. **Filing of Notice.** Any interested party may appeal the decision of the City Manager by filing a written notice of appeal with the City Manager within five days after its decision.
- B. **Hearing.** Such appeal shall be heard by the city council which may affirm, amend or reverse the order or take other action deemed appropriate.
- C. **Notice of Hearing.** The clerk shall give written notice of the time and place of the hearing to the appellant and those persons specified in Section 8.48.070.
- D. **Evidence not Limiting.** In conducting the hearing, the city council shall not be limited by the technical rules of evidence.

SECTION 7: Section 8.48.110 of the Code is hereby amended to read as follows:

8.48.110 Removal--Regulations.

- A. Five (5) days after the decision of the City Manager, or the city council if appealed, declaring a vehicle or parts thereof to be a public nuisance, or five (5) days from the date of mailing of notice of the decision of such notice as required by this chapter, the vehicle or parts thereof may be disposed of by removal to a scrap yard or automobile dismantler's yard.
- B. After a vehicle has been removed, it shall not be reconstructed or made operable, unless it is a vehicle that qualifies for either horseless carriage license plates or historical vehicle license plates, pursuant to section 5004 of the Vehicle Code, in which case the vehicle may be reconstructed or made operable.

SECTION 8: Section 8.48.140B of the Code is hereby corrected to read as follows:

Nothing in this section shall authorize the maintenance of a public or private nuisance as defined under provisions of law other than Chapter 10 (commencing with Section 22650) of Division 11 of the Vehicle Code and this chapter.

SECTION 9. This ordinance will take effect thirty (30) days after the date of its passage and adoption.

SECTION 10. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remainder of the Ordinance. The Council hereby declares that it would have adopted this Ordinance, and each section, subsection, sentence, clause, phrase or portion hereof, irrespective of that fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

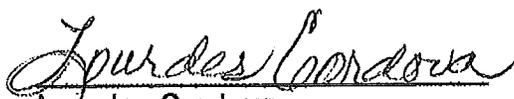
SECTION 11. The City Clerk shall certify to the adoption of this Ordinance and shall cause this ordinance, or a summary thereof, to be published as required by law.

PASSED, APPROVED AND ADOPTED this 20th day of November, 2007.



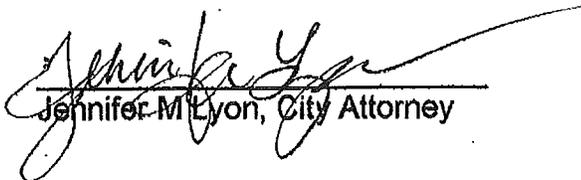
John R. Renison, Mayor

ATTEST:



Lourdes Cordova
City Clerk

APPROVED AS TO FORM:

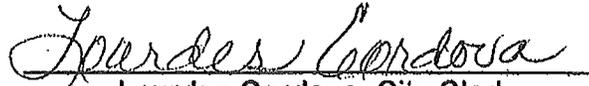


Jennifer M. Lyon, City Attorney

I, Lourdes Cordova, City Clerk of the City of Calexico and ex-officio Clerk of the Council, do hereby certify under penalty of perjury that the foregoing is a true and correct copy of

Ordinance No. 1065 that was duly and regularly introduced at a regular meeting of said City Council held on November 7th, 2007 and was adopted by said City Council at a regular meeting held on November 20th, 2007, by the following vote:

AYES:	Ouzan, Pacheco, Renison, Durazo, Fuentes
NOES:	None
ABSENT:	None
ABSTAIN:	None


Lourdes Cordova, City Clerk

3

RESOLUTION NO. 02-42**RESOLUTION BY THE CITY OF CALEXICO
IN SUPPORT OF ESTABLISHING SERVICE AUTHORITY
FOR ABANDONED VEHICLE ABATEMENT**

WHEREAS, Sections 9250.7 and 226710 of the California Vehicle Code provide for the establishment of a Service Authority for abandoned vehicle abatement if the Board of Supervisors of the county and the majority of the cities within the county having a majority of the population adopt resolutions providing for the establishment of the authority; and

WHEREAS, the City of Calexico finds that abandoned, inoperable, wrecked, dismantled vehicles or parts thereof pose a health and safety hazard and are found to be public nuisances; and

WHEREAS, the City of Calexico finds that an Abandoned Vehicle Abatement Program is needed to provide for the proper removal and disposal of abandoned vehicles and assist law enforcement and code enforcement personnel in the abatement of abandoned vehicles; and

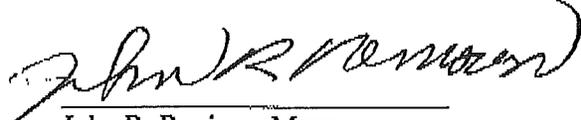
WHEREAS, the Imperial County Abandoned Vehicle Abatement Service Authority (ICAVASA) will have the responsibility for implementing an abandoned vehicle removal program in Imperial County.

NOW THEREFORE BE IT RESOLVED, that the City of Calexico hereby requests that a Service Authority for abandoned vehicle abatement be established in Imperial County pursuant to the provisions of Section 22710 of the California Vehicle Code; and

BE IT FURTHER RESOLVED, that the City of Calexico directs that a member of each participating agency shall serve as the Service Authority for abandoned vehicle abatement in the County of Imperial; and

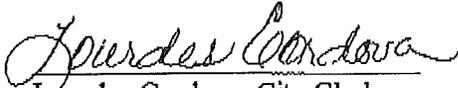
BE IT FURTHER RESOLVED, that the City of Calexico approves the Vehicle Abatement Plan of the Abandoned Vehicle Abatement Service Authority of the County of Imperial and to impose a one dollar (\$1.00) vehicle registration fee which shall remain in effect for a period of ten (10) years from the inception of the date the actual collection of the fees commences.

PASSED AND ADOPTED by the City of Calexico, State of California, this 16th day of July 2002.



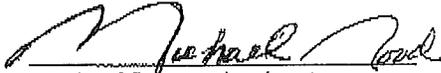
John R. Renison, Mayor

Attest:



Lourdes Cordova, City Clerk

Approved as to Form:

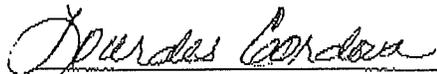


Michael L. Rood, City Attorney

State of California)
County of Imperial) ss
City of Calexico)

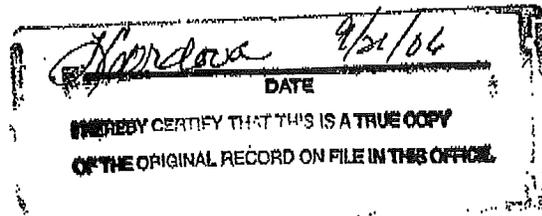
I, Lourdes Cordova, City Clerk of the City of Calexico do hereby certify the above Resolution No. 02-42 was adopted by the City Council at a regular session held on the 16th day of July 2002 by the following vote to-wit:

AYES: Perrone, Carrillo, Renison, Montoya, Ouzan
NOES: None
ABSENT: None



Lourdes Cordova, City Clerk

SEAL



DATE
I HEREBY CERTIFY THAT THIS IS A TRUE COPY
OF THE ORIGINAL RECORD ON FILE IN THIS OFFICE

CITY COUNCIL MINUTES

PAGE 3

JULY 16, 2002

MAYOR'S APPOINTMENT TO DESIGNATE VOTING DELEGATE FOR LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE.

Mayor Renison appointed Mayor Pro Tem Frank Montoya to serve as voting delegate for League of California Cities annual conference to be held in Long Beach on October 2-5, 2002.

✓ **APPROVAL OF RESOLUTION ESTABLISHING SERVICE AUTHORITY FOR ABANDONED VEHICLE ABATEMENT; JOINT POWERS AGREEMENT AND ABANDONED VEHICLE SERVICE AUTHORITY PLAN.**

A motion was made by Councilman Carrillo, seconded by Councilman Perrone and passed unanimously to adopt the next resolution in order establishing service authority for abandoned vehicle abatement; joint powers agreement and abandoned vehicle service authority plan.

POSSIBILITY OF PLACING A DIGITAL SIGN IN CALEXICO.

Councilman Perrone asked if a digital sign could be placed at the corner of City Hall for information purposes. It could be used for special announcements by the Chamber of Commerce and local business could also advertise.

Mayor Renison stated there could also be corporate sponsorship to eliminate some of the cost.

Direction was provided to the City Manager.

Mayor Renison asked that a meeting be held with Caltrans to discuss the beautification of the median between Jasper and the Canal. Mayor asked for an update on Cole Road for the next meeting.

APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN THE CALEXICO POLICE DEPARTMENT AND THE HOUSING AUTHORITY TO PROVIDE ABOVE BASELINE SERVICES TO THE HOUSING AUTHORITY.

A motion was made by Councilman Carrillo seconded by Mayor Pro Tem Montoya and passed unanimously to approve the Memorandum of Understanding between the Calexico Police Department and the Housing Authority to provide above baseline services to the Housing Authority.

Frank Montoya 9/21/06
 DATE

HEREBY CERTIFY THAT THIS IS A TRUE COPY
 OF THE ORIGINAL RECORD ON FILE IN THIS OFFICE.

**JOINT POWERS AGREEMENT
IMPERIAL COUNTY ABANDONED VEHICLE ABATEMENT
SERVICE AUTHORITY, 2002**

I. PARTIES:

The parties to this Agreement are the County of Imperial and those cities within the County that have elected to create and participate in the Imperial County Abandoned Vehicle Abatement Service Authority (AVASA) as provided herein.

II. PURPOSE AND AUTHORITY:

The purpose of this Agreement is to establish a Service Authority for the abatement of abandoned vehicles in Imperial County pursuant to Section 22710 of the California Vehicle Code (VC).

III. CREATION:

Upon the effective date of this Agreement, there is hereby created, the Imperial County Abandoned Vehicle Abatement Service Authority as a separate public entity and distinct from the member jurisdictions to implement this agreement in accordance with Section 22710 VC.

IV. MEMBERSHIP IN THE AUTHORITY:

Membership in the Service Authority will be open to the County of Imperial and all cities who, by an approved resolution of their city council, agree to participate in the Service Authority. In addition, the County of Imperial shall be entitled to membership, also by an approved resolution of its Board of Supervisors.

V. BOARD OF DIRECTORS:

a. The Service Authority shall be governed by a board of directors, to be selected by the members of the Service Authority. The Board shall consist of one non-elected official from each agency and an alternate for each position for 4 years unless terminated by resignation, vacation of office, or approval by a 4/5 vote. All terms shall be at the discretion of the board of supervisors.

b. The duties of the board of directors will include, but are not limited to: preparing and recommending to the County Board of Supervisors and city councils; action regarding the Abandoned Vehicle Abatement Program; preparing and submitting a Service Plan to the State of California, California Highway Patrol (CHP); conducting and reporting the results of any survey, study or analysis pertaining to the Program; managing the financial affairs of the Service

Authority; modifying and/or approving quarterly and annual reports to the SCO; and, disbursement of funds.

c. The Service Authority's board of directors shall consist of a representative of each participating jurisdiction. The County representative shall be appointed by the Board of Supervisors. City representatives appointed to the board shall be selected by the City Council of each participating city.

VI. VOTING RIGHTS:

Each member of the Service Authority shall be entitled to one vote in forming the Service Authority and selecting the board of directors.

VII. POWERS AND DUTIES:

a. Contracts and Acts: Pursuant to Section 22710(b) VC, the Service Authority may contract and may undertake any act convenient or necessary to carry out any law relating to the Service Authority. The Service Authority shall be staffed with existing personnel of the city, or county.

b. Ordinance: Each member jurisdiction of the Service Authority shall certify that their local ordinances comply with Sections 22660 and 22661 VC for the abatement, removal, and disposal, as public nuisances, of abandoned, wrecked, dismantled, or inoperative vehicles or parts thereof, from private or public property. Additionally, local ordinances may include a system for the recovery of expended funds pursuant to Sections 22710(c)(1) VC and 25845 or 38773.5 of the Government Code (GC).

c. Plan: Pursuant to Section 22710(d) VC, an Abandoned Vehicle Abatement Plan of a Service Authority shall be implemented only with the approval of the County of Imperial and a majority of the cities having a majority of the incorporated population. The Plan shall be consistent with guidelines prepared by the CHP.

d. Restriction: The manner of exercising powers granted the Service Authority by this Agreement shall be subject to the same restrictions as are imposed upon the County of Imperial in its exercise of similar powers.

VIII. FEE:

Pursuant to Section 9250.7 VC, the Service Authority hereby imposes an annual service fee of one dollar (\$1) on vehicles registered to an owner with an address in Imperial County, including the incorporated cities, provided the Abandoned Vehicle Abatement Plan, referred to in Section VII.c, above, is approved by the County and a majority of the cities having a majority of the incorporated population in compliance with Section 22710(d) VC.

IX. MEETINGS:

The Service Authority and the board of directors shall meet at least annually to carry out the purpose and duties of the Service Authority. No meeting shall be conducted with less than a majority of all participating members, which represents a quorum, and any votes of the Service Authority will be by a majority of that quorum.

X. STAFF:

Pursuant to Section 22710(b) VC, the Service Authority shall be staffed by existing personnel of the city or County.

XI. AUDIT:

The Service Authority and their jurisdictions shall conduct annual audits to ensure that funds are being spent in compliance with Sections 9250.7 and 22710 VC. Audits may be performed by the city or county auditor/controller or shall be contracted with a certified public accountant or public accountant pursuant to Section 6505 GC, to make an annual audit of the accounts and records of every agency or entity.

XII. FUNDS:

The funds received by the Service Authority from the one dollar (\$1) registration fee shall be used in accordance with Section 22710(d)(5) VC: "No governmental agency shall receive any funds from a Service Authority for the abatement of abandoned vehicles pursuant to an approved abandoned vehicle abatement program unless the governmental agency has submitted an annual report to the Service Authority stating the manner in which the funds were expended, and the number of vehicles abated. The governmental agency shall receive that percentage of the total funds collected by the Service Authority that is equal to the percentage of vehicles abated by the agency of the total number of abandoned vehicles abated by all agencies that are members of the Service Authority."

XIII. DEBTS AND LIABILITIES.

The debts, liabilities, and obligations of the Service Authority shall not be the debts, liabilities, and obligations of the member jurisdictions. Any participating member of the Service Authority shall defend, indemnify, save and hold harmless the Service Authority and any other participating members from any and all claims, costs, liability for any damages, sickness, death or injury to person(s) or property, including without limitation all consequential damages, from any cause whatsoever arising directly or indirectly from or connected with the operations or services of that member or its agents, servants, or employees save and except

claims or litigation arising through the negligence or willful misconduct of the Service Authority or its officers or employees, and will make good to and reimburse the Service Authority for any expenditures, including reasonable attorney fees, the Service Authority may make by reason of such matters and, if requested by the Service Authority, defend any such suits at the sole cost and expense of the involved participating member.

XIV. AUTHORITY COSTS:

The Service Authority will contract, via this Agreement, with each individual member, and may undertake actions that are required by law relating to the performance of duties in the removal of abandoned vehicles from public and private property and public roadways and the cost associated with these duties. Any costs incurred in the operation of the Service Authority must be approved by a simple majority vote of the board of directors. This Agreement may be amended upon a simple majority vote of all member jurisdictions.

XV. AMENDMENT:

This Agreement may be amended upon a simple majority vote of all member jurisdictions.

XVI. TERMINATION BY MEMBERS:

Subject to Section 22710 VC, this Agreement may be terminated by member jurisdictions as follows:

a. Individual Member Jurisdictions: A member jurisdiction may terminate its participation in this Agreement and the Service Authority immediately by providing written notice to the County any time before the Abandoned Vehicle Abatement Plan is approved pursuant to Section 22710 (d) VC. Notice to the County shall be delivered to the Director of Public Works. After the Abandoned Vehicle Abatement Plan has been approved, a member jurisdiction may terminate its participation in this Agreement and the Service Authority by providing 30 days' written notice of such termination to the Service Authority and the other member jurisdictions. However, termination shall not relieve a member of its duty to comply with the Abandoned Vehicle Abatement Plan, Section 22710 VC, and the regulations adopted pursuant thereto, this Agreement and the rules of the Service Authority as to any funds received from the Service Authority. Notice of termination may be rescinded upon written notice to the Service Authority and the other member jurisdictions at any time before the effective date of termination.

b. Majority: This Agreement may be terminated at any time by a simple majority of the member jurisdictions voting to dissolve the Service Authority.

XVII. NEW MEMBER:

A jurisdiction may choose to enter into the Service Authority by giving a Notice of Submission, which is to be in resolution form, and approved by a majority vote of that jurisdiction's governing council or board. This resolution is to be received no later than April 1st by the Service Authority. Upon approval from the CHP, distribution of funds to the new jurisdiction will be in accordance to the rules previously approved in this Agreement. Appropriation of the \$1.00 fee will commence on July 1st of the new fiscal year and be distributed thereafter on a quarterly basis by the State Controller's Office.

XVIII. TERMINATION:

The Service Authority shall cease to exist on the date that all revenues received by the Service Authority pursuant to Sections 9250.7 and 22710(5)(a) VC, have been expended.

XIV. COUNTERPARTS:

This Agreement may be executed in counterparts which, taken together, shall constitute one and the same Agreement.

XX. EFFECTIVE DATE:

This Agreement becomes effective upon its approval by the County Board of Supervisors by two-thirds vote, and a majority of the cities having a majority of the incorporated population within the County.

Signatures from each participating jurisdiction.

Hank Kuiper, Chairman date
Board of Supervisors

City of Imperial date

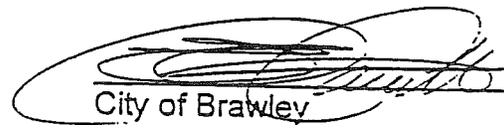
City of Calipatria date

City of Calexico date

City of El Centro date

City of Westmorland date

City of Holtville date

 8/29/22

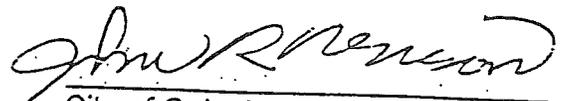
City of Brawley date

Signatures from each participating jurisdiction.

Hank Kuiper, Chairman date
Board of Supervisors

City of Imperial date

City of Calipatria date



City of Calexico date

City of El Centro date

City of Westmorland date

City of Holtville date

City of Brawley date

Signatures from each participating jurisdiction.

Hank Kuiper, Chairman date
Board of Supervisors

City of Imperial date

City of Calipatria date

City of Calexico date

City of El Centro date

City of Westmorland date

Allen Bailey

City of Holtville date
Allen Bailey, Mayor

City of Brawley date

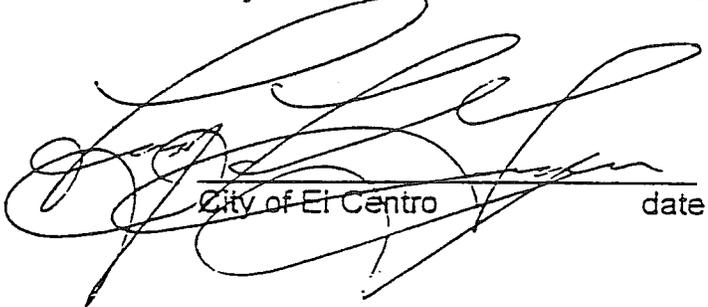
Signatures from each participating jurisdiction.

Hank Kuiper, Chairman date
Board of Supervisors

City of Imperial date

City of Calipatria date

City of Calexico date



City of El Centro date

City of Westmorland date

City of Holtville date

City of Brawley date

Signatures from each participating jurisdiction.

Hank Kuiper, Chairman date
Board of Supervisors

City of Imperial date

 9-3-02

City of Calipatria date

City of Calexico date

City of El Centro date

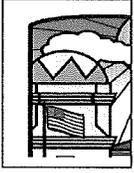
City of Westmorland date

City of Holtville date

City of Brawley date

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AGENDA STAFF REPORT

DATE: November 2, 2016

TO: Mayor and City Council

APPROVED BY: Armando G. Villa, City Manager

PREPARED BY: Eduardo Gutierrez, Acting Finance Director
Ken Pun, CPA–Auditor, The Pun Group LLP

SUBJECT: Final Basic Financial Statements (CAFR) and Independent Auditor's Report for Fiscal Year Ended June 30, 2015

=====

Recommendation:

Acknowledge receipt and approval of the Basic Financial Statements (CAFR) and Independent Auditors' Report for the year ended June 30, 2015.

Background:

A Comprehensive Annual Financial Reports a set of US Government financial statements comprising the financial report of the City of Calexico that complies with the accounting requirements promulgated by the Government Accounting Standard Board (GASB). A CAFR is compiled by the city's municipal governmental accounting staff and audited by an external American Institute of Certified Public Accountants (AICPA) certified accounting firm utilizing GASB requirements.

Discussion & Analysis:

Attached is the Basic Financial Statements (CAFR) and Independent Auditors' Report for the year ended June 30, 2015.

Fiscal Impact:

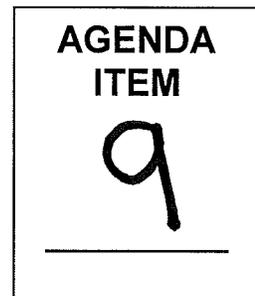
None.

Coordinated with:

All Departments.

Attachment:

1. Basic Financial Statements (CAFR) and Independent Auditors' Report for year ended June 30, 2015.

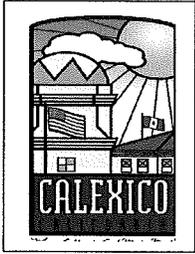


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AGENDA STAFF REPORT

DATE: November 2, 2016
TO: Mayor and City Council
APPROVED BY: Armando G. Villa, City Manager
PREPARED BY: Gabriela T. Garcia, Deputy City Clerk
SUBJECT: Appointment by Mayor Pro Tem Real and Council Member Moreno to the Calexico Personnel Commission.

=====

Recommendation:

Mayor Pro Tem Real and Council Member Moreno to make appointments to the Calexico Personnel Commission.

Background:

The Calexico Personnel Commission has two (2) vacancies in to be filled. This commission has not been active for the past few years and new members need to be appointed.

Discussion & Analysis:

The vacant position have been advertised Calexico website, City Hall and Camarena Library. There were no applications received on this vacancy. Appointments were made by Mayor and Council Members at prior meetings as follows:

Mayor Castro	Greg Gelman
Council Member Hurtado	Ernie Medina
Council Member Kim	Grace Cervantes

Fiscal Impact:

None.

Coordinated With:

None.

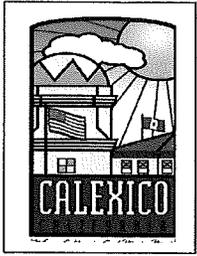
Attachment:

None.



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AGENDA STAFF REPORT

DATE: November 2, 2016

TO: Mayor and City Council

APPROVED BY: Armando G Villa, City Manager

PREPARED BY: Armando G Villa, City Manager

SUBJECT: Consideration of Memorandum of Understanding between the City of Calexico and Bordertown Investments, LP for Construction of West 2nd Street Infrastructure Project in Connection with the EDA Project Application

=====

Recommendation:

Consideration of Memorandum of Understanding between the City of Calexico and Bordertown Investments, LP., for Construction of West 2nd Street Infrastructure Project in Connection with the EDA Project Application.

Background:

The City has identified the additional realignment and reconstruction of West 2nd Street in the City of Calexico in the general area that is bounded on the east by the termination of improved West 2nd St. (at the border of Phase 1A of the Gran Plaza Outlets) and on the west by the All American Canal (the "Project") as a benefit to the City. This would be an economic development approach to promote job creation and expand business opportunities for properties adjacent to and along the West 2nd Street corridor, as well as at the Calexico International Airport.

Discussion & Analysis:

The City and Bordertown Investments, LP desire to enter into a Memorandum of Understanding to document their efforts for the provision of financial participation for the completion of the project. This project has been included in the City's Capital Improvement Plan and is eligible for Measure D and other available funding. This project will develop a retail power center at Gran Plaza Outlet Mall, Phase 2A located along the realigned West 2nd Street and International Border. The approved conditions of approval for Phase 2A of Bordertown require the Developer to construct the Project. The Developer has requested assistance from the City for construction of the project.

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The anticipated funding for the project are as follows:

EDA Grant	\$3,000,000
City (Measure D)	\$1,500,000
Other funding	<u>\$2,200,000</u>
Total	\$6,700,000

On June 8, 2016, Council adopted a Resolution No. 2016-11 authorizing the City to participate as a co-applicant with the County of Imperial to submit a grant application to the U.S. EDA for the Development of Infrastructure on West Second Street, for the Gran Plaza, LP Project.

Authorizing the City Manager to enter a Memorandum of Understanding will be considered the second step in the application process outlining the funding participation between the City of Calexico and the Developer.

Fiscal Impact:

\$1,500,000 from Measure D and other available funding sources.

Coordinated With:

City Attorney.

Attachment:

1. Memorandum of Understanding
2. Resolution.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made this ____ day of November 2016 ("Effective Date"), by and between the City of Calexico, a California municipal corporation (the "City"), and Bordertown Investments, LP, a Delaware Limited Partnership, (the "Developer"). City and Developer sometimes individually are referred to hereinafter as a "Party" and, together as the "Parties."

RECITALS

WHEREAS, the City has identified the additional realignment and reconstruction of West 2nd Street in the City of Calexico in the general area that is bounded on the east by the termination of improved West 2nd St. (at the border of Phase 1A of the Gran Plaza Outlets) and on the west by the All American Canal (the "Project") as of benefit to the City and the community as an economic development approach to promote job creation and expand business opportunities for properties adjacent to and along the West 2nd Street corridor, as well as the at Calexico International Airport; and

WHEREAS, without regard to any prior agreements between the Parties, the Parties are desirous of entering into this MOU to document their efforts for the provisions of financial participation for the completion of the Project; and

WHEREAS, City has included the Project on its current Capital Improvement Plan and as a project eligible for Measure D and other available funding; and

WHEREAS, Developer now proposes to develop a retail power center at Gran Plaza Outlet Mall, Phase 2A ("Bordertown"), which project is located along the realigned West 2nd Street and the International Border; and

WHEREAS, the approved conditions of approval for Phase 2A of Bordertown require that Developer construct the Project; and

WHEREAS, Developer has requested financial assistance from the City for the construction of the Project; and

WHEREAS, the Parties acknowledge that the County of Imperial has requested that the Parties display a commitment to the use the Economic Development Administration (EDA) Grant Funding in an amount of \$3 Million (“EDA Grant”) for the Project, if received; and

WHEREAS, the Parties acknowledge that the anticipated cost of the Project is at least \$6.7 Million dollars of which \$3 Million would come from the EDA Grant, up to \$1.5 Million from the City and all other sums from the Developer or other source other than the City and EDA Grant; and

WHEREAS, the approval of this MOU does not constitute a “project” under CEQA because it is merely a “government fiscal activit[y]” that does not commit the City to any specific project that may result in a potentially significant physical impact on the environment. (14 Cal. Code Regs., § 15378(b)(4).) More specifically, the MOU merely memorializes the pursuit of grant funding that, if awarded, might be used for a potential future project. Moreover, the grant funding, if awarded, would be used – in part – to fund the design and environmental review of the potential future project.

WHEREAS, the mere application for grant funding does not constitute a commitment by the City to approve any specific roadway improvement project. Many other factors, including the completion of design work and all required environmental review under CEQA and other laws, must be completed before the City will consider whether to approve the project. Accordingly, it can be seen with certainty that this MOU will not cause a significant effect on the environment, and the MOU’s execution is exempt from any further CEQA review. (14 Cal. Code Regs., § 15061(b)(3).)

WHEREAS, even if the MOU were a project under CEQA, the mere

application for possible grant funding for a roadway project would not require any further CEQA review. This is because the planning-level determination that the roadway project is needed was already analyzed and approved as part of the CEQA review undertaken for the Calexico Gran Plaza. Specifically, the Environmental Impact Reports prepared and certified as part of the approval of Phase 1 and Phase 2 of the Calexico Gran Plaza Project already imposed the obligation to construct the roadway project an unspecified future date. (See State Clearinghouse #2008111004 (Phase 1) and #20104061070 (Phase 2)). Thus, this MOU is merely the implementation of a previously approved project, and no new information of substantial importance showing changed circumstances, new (or substantially increased) significant environmental impacts, or other information requiring further CEQA review related to the need for the potential roadway project exists. (Pub. Res. Code, § 21166; 14 Cal. Code Regs., § 15162.)

WHEREAS, if grant funding is awarded as a result of the MOU, the City or Imperial County would complete all required design work for the potential roadway and complete all required supplemental environmental review under CEQA prior to considering whether to approve or construct the roadway project.

WHEREAS, the Parties' entry into the MOU in no way precludes additional MOU's or other agreements between the parties.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and the mutual covenants listed herein, the Parties agree as follows:

1. Recitals. The Recitals set out above are true and correct.
2. Developer's Obligations:
 - a. The Developer shall fund all costs associated with the Project and shall only be reimbursed a portion of that amount upon completion and acceptance of the Project by the City as outlined in Section 3 of this MOU.
 - b. Developer shall pay all required fees as outlined by established City

ordinances and resolutions for the Project.

- c. Developer is responsible for all private improvements and will construct all "on-site" improvements to include electricity, water, gas, sewer and storm drains, landscaping, lighting, striping, paving, for Phase 2A. Such improvements are separate from the public improvements.
- d. Developer shall comply with all applicable requirements of local, state and federal law, including but not limited to prevailing wage, as well as EDA Grant requirements.

3. City Obligations:

- a. If the EDA Grant is received in the expected amounts and the Project receives all required approvals and permits, and only once the Project is completed and accepted by the City, the City shall provide funding from available City funding sources, including but not limited to Measure D, in an amount up to \$1.5 Million.
- b. City funds shall be provided in a timely manner upon completion and acceptance of the Project by the City to partially reimburse Developer for work completed from funds that may be utilized for this Project. The parties shall work together to determine a system for such timely reimbursement.
- c. City will assist Developer in determining other sources of available funds for this Project that do not require any additional expenditure of City funds.
- d. City shall comply with all applicable requirements of local, state and federal law, as well as EDA Grant requirements.

4. Term of MOU. This MOU shall terminate upon completion of the Project, acceptance by the City, and receipt by the Developer of all reimbursement

amounts, or upon the mutual agreement of the parties; or in the event that the EDA Grant is not approved.

5. Notice. All notices given or required to be given hereunder shall be in writing and addressed to the Parties set out below, or to such other address as may be noticed under and pursuant to this paragraph. Any such notice shall be considered served when actually received by the Party intended, whether personally served or sent postage prepaid by registered or certified mail, return receipt requested.

City: City of Calexico
608 Heber Avenue
Calexico, California 92231
Attn: Armando G. Villa, City Manager

Developer: Bordertown Investments, LP
9034 West Sunset Boulevard
West Hollywood, California 90069
Attn: Arman Gabay or Pam
Danoff-Kraus

6. Limitations of this MOU. This MOU does not commit the City to anything other than funding for the Project, if the EDA Grant is received and all requirements of the EDA Grant and other requirements are satisfied.

7. Miscellaneous:

a. Exemption from CEQA.

The approval of this MOU does not constitute a project under CEQA nor is any additional environmental review required at this time for the reasons stated in the Recitals.

b. Entire Agreement. This MOU constitutes the complete and exclusive statement of Agreement between the City and Developer with respect to the subject matter of this MOU. All prior written and oral

communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this MOU.

- c. Waiver. No waiver of any term or condition of this MOU shall be a continuing waiver thereof.
- d. Amendments to MOU. Any amendment to this MOU shall be in writing and signed by the appropriate authorities of the Parties
- e. No Third Party Beneficiaries. This MOU is for the sole and exclusive benefit of the Parties. No other persons or entities are intended to be, or shall be considered, a beneficiary of the performance of any of the Parties' obligations under this MOU.
- f. Integration. This MOU constitutes the entire understanding and agreement of the Parties, and supersede all negotiations or previous agreements between the Parties, with respect to all or any part of the subject matter hereof.
- g. Counterparts. This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.
- h. Indemnification; Hold Harmless. Upon the Effective Date of this MOU, the Developer, on behalf of itself and its successors and assigns, shall indemnify, defend (with Counsel acceptable to the City), hold harmless City and its respective members, officers, employees, agents, contractors and consultants, from any and all claims, debts, liabilities, obligations, and causes of action, whether known or unknown, suspected or unsuspected, and from all liability for damages, losses, costs, liabilities, fees and expenses (including, without limitation, attorneys' fees) caused by or in any way arising out of or relating to this MOU, including state or federal prevailing wage laws. This provision shall survive termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized officers, have caused this MOU to be executed as of the Effective Date.

CITY OF CALEXICO
a California Municipal Corporation

By: _____

ATTEST:

City Clerk

APPROVAL AS TO FORM:

By: _____
City Attorney

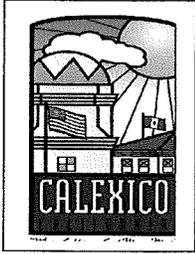
BORDERTOWN INVESTMENTS, LP,

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a Delaware Limited Partnership
By: Peninsula Inc., its General Partner
By: John Carroll, its President

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AGENDA STAFF REPORT

DATE: November 2, 2016

TO: Mayor and City Council

APPROVED BY: Armando G. Villa, City Manager

PREPARED BY: Julia R. Osuna, Interim Housing Manager and Economic Development Manager

SUBJECT: Verbal Report on HOME Project Rent Limits

=====

Recommendation:

None.

Background:

City Council Member J. Kim stated he wanted to know why people pay more rent than others at affordable housing units.

Discussion & Analysis:

Staff will provide a brief verbal explanation of the difference in rent amounts.

Fiscal Impact:

None.

Coordinated With:

City Manager's Office.

Attachments:

None.

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