

CITY OF SAN MARINO
CITY COUNCIL AGENDA
REVISED

Allan Yung, MD, Mayor
Richard Sun, DDS, Vice Mayor
Steven W. Huang, DDS, Council Member
Steve Talt, Council Member
Richard Ward, Council Member
Cindy Collins., Interim City Manager



www.cityofsanmarino.org
(626) 300-0700 Phone
(626) 300-0709 Fax
City Hall Council Chamber
2200 Huntington Drive
San Marino, CA 91108

FRIDAY, OCTOBER 28, 2016
8:00 A.M.
CITY HALL
COUNCIL CHAMBER
2200 HUNTINGTON DRIVE, SAN MARINO, CA

The City of San Marino appreciates your attendance. Citizens' interest provides the Council with valuable information regarding issues of the community.

Regular Meetings are held on the 2nd Wednesday of every month at 6:00 p.m. Adjourned Regular Meetings are held on the last Friday of every month at 8:00 a.m.

In compliance with the American with Disabilities Act, any person with a disability who requires a modification or accommodation in order to participate in a meeting should contact the City Clerk's Office at (626) 300-0705 at least 48 hours prior to the meeting.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL: Councilman Huang, Councilman Talt, Councilman Ward, Vice Mayor Sun, and Mayor Yung

POSTING OF AGENDA

The agenda is posted 72 hours prior to each meeting at the following locations: City Hall, 2200 Huntington Drive, the Crowell Public Library, 1890 Huntington Drive and the Recreation Department, 1560 Pasqualito Drive. The agenda is also posted on the City's Website: <http://www.cityofsanmarino.org>

PUBLIC COMMENTS

Section 54954.3 of the Brown Act provides an opportunity for members of the public to address the City Council on any item of interest to the public, before or during the Council's consideration of the item, that is within the subject matter jurisdiction of the City Council.

MOTION TO WAIVE FURTHER READINGS

This action permits the City Council to act on ordinances and resolutions without having to read the entire text of the ordinance or resolution. The title of an ordinance on First Reading must be read in its entirety. An ordinance on Second Reading does not require having the title read. However, the City Council may request that an ordinance or resolution be read in its entirety before taking any action.

STUDY SESSION**1. CRIME REDUCTION PLAN QUARTERLY UPDATE REPORT**

Recommendation: “A motion to receive and file the July Crime Reduction Plan quarterly report for fiscal year 2016-2017.”

2. UPDATE ON THE HUNTINGTON DRIVE SAFE STREETS CORRIDOR IMPROVEMENT PLAN**3. DISCUSSION REGARDING LACY PARK ROSE ARBOR DESIGN ALTERNATIVES**

Recommendation: The Council is invited to review and comment on the design concepts and provide direction to staff.

4. DISCUSSION OF CALIFORNIA SENATE BILL 415 “VOTER PARTICIPATION” AND DIRECTION REGARDING TRANSITIONING OF CITY ELECTIONS TO A STATEWIDE ELECTION DATE

Recommendation: Staff recommends the City Council discuss the issue, and either 1) defer a decision in order to obtain additional information or to provide a greater opportunity to study the issue, or 2) provide direction relative to the timing of transitioning the general municipal elections to statewide election cycle to occur not later than November 8, 2022 and direct staff to return with the necessary resolution and/or ordinance for implementation of the transition.

CONTINUED BUSINESS

5. REVIEW OF MAKING SAN MARINO BETTER LIST – Attached Requests by Councilman Steven Huang for Consideration of Inclusion on the Making San Marino Better List

- 1) October 20, 2016 Request
- 2) October 23, 2016 Request

PUBLIC COMMENTS

The public may at this time speak regarding any city-related issue, provided that no action shall be taken on any item not appearing on the agenda. Any person desiring to speak should complete a Speaker's Form located at the entrance and hand it to the City Clerk. The Mayor reserves the right to place limits on duration of comments.

CLOSED SESSION

6. CONFERENCE WITH LABOR NEGOTIATOR—PURSUANT TO GOVERNMENT CODE SECTION 54957.6:

Agency Negotiator: Attorney, Steve Filarsky
Interim City Manager, Cindy Collins

Employee Organization: San Marino Police Officers' Association

7. CONFERENCE WITH LEGAL COUNSEL—POTENTIAL LITIGATION

The City Council will meet in closed session with legal counsel for the City pursuant to Government Code Section 54956.9(d)(2) with respect to one matter of potential litigation. A point has been reached where, in the opinion of legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation involving the City.

8. CONFERENCE WITH REAL PROPERTY NEGOTIATOR – PURSUANT TO GOVERNMENT CODE SECTION 54956.8:

Property: 2200 Huntington Drive, San Marino

Negotiating Parties: Verizon Wireless ("Buyer/Lessee"), Cindy Collins for the City of San Marino ("Seller/Lessor")

Under Negotiation: Discussion of terms for possible installation of cell tower.

RECONVENE TO OPEN SESSION

CLOSED SESSION REPORT

ADJOURNMENT

The San Marino City Council will adjourn to a joint meeting to be held with the San Marino Unified School District Board of Education on **WEDNESDAY, NOVEMBER 9, 2016, at 5:00 P.M.** in the City Hall Council Chamber, 2200 Huntington Drive, San Marino, California.

Dated: October 24, 2016

Posted: October 24, 2016

VERONICA RUIZ, CMC
CITY CLERK

City of San Marino AGENDA REPORT



Allan Yung, MD, Mayor

Richard Sun, DDS, Vice Mayor

Steven W. Huang, DDS, Council Member

Steve Talt, Council Member

Richard Ward, Council Member

TO: MAYOR AND CITY COUNCIL

FROM: CINDY COLLINS, INTERIM CITY MANAGER

BY: JOHN N. INCONTRO, CHIEF OF POLICE |

DATE: OCTOBER 28, 2016 |

SUBJECT: **CRIME REDUCTION PLAN UPDATE REPORT** |

BACKGROUND

On March 25, 2016 a Crime Reduction Plan was presented to the City Council outlining five areas that would assist the Department's efforts to reduce crime. The following chart provides information concerning the past quarter, July 1, 2016 through September 30, 2016.

Part 1 Crimes	April 1 -June 30, 2016	July 1 September 30, 2016	Percentage Change
Homicide	0	0	0.000
Rape	0	0	0.000
Robbery	2	0	-100.00%
Aggravated Assaults	4	3	-25.000%
Burglary	29	22	-24.137%
Larceny	38	41	+7.894%
Auto Theft	3	1	-66.666%
Arson	1	0	-100.00%
Total Part 1 Crimes	77	67	-12.987%

We continue to see an increase in thefts or larcenies. This trend continues to be mail or package thefts combined with theft from unlocked vehicles. One mail theft arrest resulted in 25 victims. During this quarter we have seen a decrease in part 1 crime, however overall the YTD increase is 6.67%.

The following is the work activity of the Department based upon requests for service from the public and the officers initiated activity. The increase in calls from the public may be due to our meetings with the public asking them to contact us if they see suspicious or criminal activity. The increase in calls is a sign of increased confidence that the Department will respond, handle the call and work diligently to reduce crime.

Total Calls for Service by Type:

Call Type	April 1 - June 30, 2016	July 1 - September 30, 2016	Percentage Change
9-1-1	42	162	+285.714%
Officer Initiated	1867	3091	+65.559%
Citizen Initiated	1374	1728	+25.764%
Walk-In	344	682	+98.255%
Total	7939	9562	+20.443%

Crime Reduction:

As part of the Crime Reduction effort the Department has:

- Pasadena Police Department FAST (Air Operations) provided 10 additional Patrol Flights for burglary suppression.
- Detectives provided weekly updates concerning crime trends and suspect information to Patrol.
- Worked with City Staff on a Vacant Home Ordinance with an expected completion of December 2016.
- Detectives attended monthly Asian Crime Task Force meetings
- Twice monthly, Detective personnel attended Financial Crime Intelligence meetings
- Detectives have supplemented Patrol Operations with additional patrol 2-3 times a week averaging 2 hours per day.
- Monthly held two crime exchange meetings with agencies in the San Gabriel Valley.
- Included in all media releases information about both CrimeStoppers and WeTip.
- This quarter Officers handled 546 active house checks. This has been a significant increase over last quarter's 119 requests.
- We have deployed a decoy car 36 times at 10 specific locations throughout the City.
- Additionally, the Radar trailer has been utilized 44 times at 18 locations in the City

Community Involvement:

To improve Community Involvement the Department has:

- In conjunction with Senator Carol Liu and Assemblyman Ed Chou a Senior Scam Seminar was conducted on August 5, 2016.
- Conducted two Neighborhood Watch meetings.
- Met with the PTSAs from Huntington Middle School to discuss crime trends and prevention.
- Participated in a Panel Discussion at SMHS with the Partnership for Awareness

Equipment:

The Police Department has:

- Evaluated and selected a pole camera device. It is anticipated the device will be deployed by the first of the year

Technology:

- Our Nixle account now reaches 1768 subscribers

Personnel:

The Police Department has taken the following steps related to personnel:

- The Department currently has two vacant police officer positions. One Police Recruit will graduate from the Academy November 4, 2016
- We conducted interviews of five police officer candidates. Three passed the interviews and will continue through the selection process. Two are currently in a Police Academy and one would need to complete a Basic Policed Academy. |

FISCAL IMPACT

|To be determined through the fiscal year 2016-2017 budget process. |

RECOMMENDATION

|It is recommended that the City Council receive and file this Crime Reduction Update. | If Council concurs, the appropriate action would be:

“A motion |to receive and file the July Crime Reduction Plan quarterly report for fiscal year 2016-2017.” |

Attachments: | None |

City of San Marino AGENDA REPORT



Allan Yung, MD, Mayor

Richard Sun, DDS, Vice Mayor

Steven W. Huang, DDS, Council Member

Steve Talt, Council Member

Richard Ward, Council Member

TO: MAYOR AND CITY COUNCIL

FROM: CINDY COLLINS, INTERIM CITY MANAGER

BY: [DANIEL S. WALL, PE. PARK & PUBLIC WORKS
DIRECTOR / CITY ENGINEER]

DATE: [OCTOBER 28, 2016]

SUBJECT: **HUNTINGTON DRIVE SAFE STREETS CORRIDOR
PLAN UPDATE**

BACKGROUND

[In October 2014, the City of San Marino as a sub-applicant along with lead applicant Southern California Association of Governments (SCAG) applied for a Caltran's Sustainable Transportation Planning Grant to develop the Huntington Drive Safe Streets Corridor Plan. In March 2016, SCAG entered into a contract with KOA, Inc to perform this work.

The City's reason for applying for the grant was stated in the application:

“San Marino intends to seek planning solutions for safe travels of all transportation modes along the Huntington Drive corridor. On an average day, more than 38,000 vehicles travel along this corridor between Los Angeles and the San Gabriel Valley. With more than nine schools and a public library located along this corridor, this convergence of school children and auto commuting makes Huntington Drive for (sic) a dangerous corridor. The Huntington Drive Safe Streets Corridor Improvement Plan will: 1) provide policies to increase safety and efficiencies along the corridor and 2) provide policies protecting school-aged children and business patrons along the corridor.”

An important component in the development of the plan is public outreach. A meeting was held with the City Council appointed Ad-Hoc Advisory Committee on August 3, 2016 and a meeting with the community was held on September 12, 2016. Future meetings with these two groups along with meetings at each of the schools will be held after the first of the year. The comments and observations made by the participants at these meetings will shape the recommendations made in the plan.

A representative from KOA will be present at the City Council meeting to answer any questions that the City Council has pertaining to this project.]

FISCAL IMPACT

[The SCAG's contract with KOA is for \$142,919, this amount will be paid for by SCAG. The City has committed to providing \$19,434 in in-kind staff time to facilitate the completion of the Huntington Drive Safe Streets Corridor Plan.]

RECOMMENDATION

[City Council action is not required for this item. This item is for information only.]

Attachments: [Sustainable Transportation Planning Grant Application
SCAG's contract with KOA]

**Fiscal Year 2015-16
SUSTAINABLE TRANSPORTATION PLANNING
GRANT APPLICATION**

Check One Grant Program:

- Strategic Partnerships
 Sustainable Communities

PROJECT TITLE	Huntington Drive Safe Streets Corridor Improvement Plan		
PROJECT LOCATION (city and county)	City of San Marino		
	APPLICANT	SUB-APPLICANT	SUB-APPLICANT
Organization	SCAG (So Cal Assoc of Govts)	City of San Marino	
Mailing Address	818 West Seventh Street, 11th Floor	2200 Huntington Drive	
City	Los Angeles	San Marino	
Zip Code	90017	91108	
Executive Director/designee and title	Mr. <input checked="" type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/> Hasan Ikhata, Executive Director	Mr. <input checked="" type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/> John Schaefer, City Manager	Mr. <input checked="" type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/>
E-mail Address	ikhata@scag.ca.gov	jschaefer@cityofsanmarino.gov	
Contact Person and title	Mr. <input checked="" type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/> Alfonso Hernandez, Senior Grants Analyst	Mr. <input type="checkbox"/> Ms. <input checked="" type="checkbox"/> Mrs. <input type="checkbox"/> Lucy Garcia, Assistant City Manager/Public Works Director	Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/>
Contact E-mail Address	hernande@scag.ca.gov	lgarcia@cityofsanmarino.gov	
Phone Number	213-236-1897	626-300-0708	
FUNDING INFORMATION Use the Match Calculator to complete this section. Match Calculator			
Grant Funds Requested	Local Match - Cash	Local Match - In-Kind	Total Project Cost
\$ 150,905	\$ 19,551	\$	\$ 170,456
Specific Source of Local Cash Match (i.e. local transportation funds, local sales tax, special bond measures, etc.)			
Local Cash match will be provided by local general funds.			

**Fiscal Year 2015-16
SUSTAINABLE TRANSPORTATION PLANNING
GRANT APPLICATION**

LEGISLATIVE INFORMATION			
Information in this section must directly be tied to the applicant's address.			
All legislative members in the project area do not need to be listed.			
State Senator(s)		Assembly Member(s)	
Name(s)	District	Name(s)	District
Kevin De Leon	22	Ed Chau	49
Carol Liu	25		-
	-		-
	-		-
	-		-
	-		-

*Use the following link to determine the legislators.
<http://findyourepp.legislature.ca.gov/> (search by address)

Grant applications must clearly demonstrate how the proposed transportation planning project promotes State and Federal Transportation Planning Goals. Select all that apply.

STATE TRANSPORTATION PLANNING GOALS

- Improve Multimodal Mobility and Accessibility for All People: Expand the system and enhance modal choices and connectivity to meet the state's future transportation demands.
- Preserve the Multimodal Transportation System: Maintain, manage, and efficiently utilize California's existing transportation system.
- Support a Vibrant Economy: Maintain, manage, and enhance the movement of goods and people to spur the economic development and growth, job creation, and trade.
- Improve Public Safety and Security: Ensure the safety and security of people, goods, services, and information in all modes of transportation.
- Foster Livable and Healthy Communities and Promote Social Equity: Find transportation solutions that balance and integrate community values with transportation safety and performance, and encourage public involvement in transportation decisions.
- Practice Environmental Stewardship: Plan and provide transportation services while protecting our environment, wildlife, historical, and cultural assets.

Fiscal Year 2015-16
SUSTAINABLE TRANSPORTATION PLANNING
GRANT APPLICATION

FEDERAL TRANSPORTATION PLANNING GOALS

- Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.
 - Increase the safety of the transportation system for motorized and non-motorized users.
 - Increase the security of the transportation system for motorized and non-motorized users.
 - Increase accessibility and mobility of people and freight.
 - Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns.
 - Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight.
 - Promote efficient system management and operation.
 - Emphasize the preservation of the existing transportation system.
-

Fiscal Year 2015-16
SUSTAINABLE TRANSPORTATION PLANNING
GRANT APPLICATION

1. Project Description (100 words maximum) (25 points): Briefly summarize project.

San Marino intends to seek planning solutions for safe travels of all transportation modes along the Huntington Drive corridor. On an average day, more than 38,000 vehicles travel along this corridor between Los Angeles and the San Gabriel Valley. With more than nine schools and a public library located along this corridor, this convergence of school children and auto commuting makes Huntington Drive for a dangerous corridor. The Huntington Drive Safe Streets Corridor Improvement Plan will: 1) provide policies to increase safety and efficiencies along the corridor and 2) provide policies protecting school-aged children and business patrons along the corridor.

Fiscal Year 2015-16
SUSTAINABLE TRANSPORTATION PLANNING
GRANT APPLICATION

2. Project Justification (Do not exceed the space provided.) (25 points): Describe the problems or deficiencies the project is attempting to address, as well as how the project will address the identified problems or deficiencies.

According to the Statewide Integrated Traffic Record System (SWITRS), during the five-year period from 2007 to 2012, there were 115 traffic collisions along Huntington Drive, a major arterial roadway bisecting the City of San Marino. More than 15 of these collisions involved pedestrians or bicyclists. Recently in October 2014, a bicyclist was hit and injured by a motorist in front of Valentine Elementary School at Huntington Drive and Virginia Avenue. This incident elevated pedestrian and bicyclist safety as a high priority issue for City officials and parents and motivated interest in exploring ways to improve safety along this corridor. The city has had two community meetings and traffic commission discussions regarding bicycle, pedestrian and roadway safety within the city. A majority of the participants speaking on this subject indicated a need to improve pedestrian safety (such as missing sidewalks, improved pedestrian lighting and crosswalk safety improvements) as major concerns. The enclosed map shows the large number of pedestrian or bicycle collisions occurring near more than 9 educational facilities along the 2.5-mile stretch of this corridor in San Marino. All of the schools (except for Southwestern Academy) are located on Huntington Drive. Huntington Drive is more than 120-feet wide, with auto speeds averaging more than 50 mph and more than 38,000 commuters traveling along this corridor. Many of the corridor's sidewalks are attached to the curb with no buffer to moving cars. These conditions make it difficult for people to walk or bicycle along, in particular children and teens. The school district reports that approximately 7 to 13 percent of students at the two elementary schools walk or ride a bicycle to school, which is in line with national trends that have seen a significant reduction in children walking or bicycling to school in the last 10 to 20 years. The decrease in children walking or bicycling to school has resulted in an increase in parents driving children to school and a commensurate increase in traffic, congestion, and chaos around schools during drop-off and pick-up times. The City's goal is to develop plans and programs to encourage active transportation (i.e. walking and biking) and also create improvements and programs to provide improved safety along the Huntington Drive corridor for both motorists and non-motorists.

This project will address the challenges to walking and bicycling safely to the 9 schools along Huntington Drive by: 1) identifying and proposing solutions for motorist and/or non-motorist conflicts, 2) developing the City's first Safe Streets Corridor Improvement Plan (incorporating a Safe Routes to School education and safety improvements program), and 3) preparing a detailed implementation strategy. The Huntington Drive Safe Streets Corridor Improvement Plan will be developed with input from parents, the school district, school and City staff, and City police. These stakeholders will help to develop Safe Routes to School educational and awareness programs that improve safety along school facility and business sites. The City is committed to creating a sustainable Complete Streets program throughout San Marino and this Safe Streets and Safe Routes to School Plan will be a key component of that effort. Specifically, the Plan will identify infrastructure changes that can be made at each school to reduce traffic speeds, minimize conflicts between pedestrians, bicyclists, and vehicles, shorten crossing distances, and improve visibility. By engaging parents and school administrators in the development of this Plan, this project will also raise awareness of the issues and build support for initiating non-infrastructure, educational and awareness programs at all of the elementary, middle and high schools in the District. As has been shown in other Safe Routes to School programs around the nation, a robust program depends not only on the engineering projects that improve the built environment around the schools, but also on the other "E"s: Education, Encouragement, Enforcement and Evaluation.

This project will be based on a public policy advocacy model focused on community empowerment and long-term capacity building for residents to pursue policy efforts addressing active transportation and wellness. The project will speak not only to policy makers but to the community as well. Stakeholders include San Marino Unified School District students and parents, nearby residents, school staff, City staff, City police, and elected officials. The Chinese-speaking community will be a primary target for outreach. For a majority of this community, Chinese is their primary language. According to the U.S. Census Bureau American Community Survey 5-year estimates, 51.2% speak a language other than English in the home of which 42% speak in the Chinese language. In addition, due to the large number of schools and school-related institutions along this Huntington Drive corridor, safety is a critical issue in this community and developing ways to mitigate the dangers through infrastructure improvements or educational programs is a top priority.

Fiscal Year 2015-16
SUSTAINABLE TRANSPORTATION PLANNING
GRANT APPLICATION

3. Project Management (50 points)

- A. Scope of Work in required Microsoft Word format (25 points)
- B. Project Timeline in required Microsoft Excel format (25 points)

**Fiscal Year 2015-16
SUSTAINABLE TRANSPORTATION PLANNING
GRANT APPLICATION**

Application Signature Page

If selected for funding, the information contained in this application will become the foundation of the contract with Caltrans.

To the best of my knowledge, all information contained in this application is true and correct. If awarded a grant with Caltrans, I agree that I will adhere to the program guidelines.

Signature of Authorized Official (Applicant)

CFO, SCAG

Title

Signature of Authorized Official (Sub-Applciant)

Title

Basil Panas

Print Name

10/31/14

Date

Print Name

Date

**Fiscal Year 2015-16
SUSTAINABLE TRANSPORTATION PLANNING
GRANT APPLICATION**

Application Signature Page

If selected for funding, the information contained in this application will become the foundation of the contract with Caltrans.

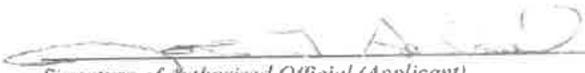
To the best of my knowledge, all information contained in this application is true and correct. If awarded a grant with Caltrans, I agree that I will adhere to the program guidelines.

Signature of Authorized Official (Applicant)

Print Name

Title

Date



Signature of Authorized Official (Applicant)

JOHN SCHAEFER

Print Name

CITY MANAGER

Title

10/16/14

Date

SCOPE OF WORK CHECKLIST

The scope of work is the official description of the work that is to be completed during the contract. **The scope of work must be consistent with the project timeline.**

The scope of work must:

- Be completed using the FY 2015-16 template provided and in Microsoft Word format.
- List all tasks and sub-tasks using the same title as stated in the project timeline.
- Have task and sub-task numbers in accurate and proper sequencing; consistent with the project timeline.
- List the responsible party for each task and subtask and ensure that it is consistent with the project timeline (i.e. applicant, sub-applicant, or consultant).
- Have a thorough Introduction to describe the project and project area demographics.
- Have a thorough and accurate narrative description of each task and sub-task.
- Include a task for a kick-off meeting with Caltrans at the start of the grant.
- Include a task for procurement of consultants, if consultants are needed.
- Include a task for invoicing.
- Include a task for quarterly reporting to Caltrans.
- Include public participation and services to diverse communities.
- Include project implementation/next steps.
- NOT include environmental, complex design, or engineering work and other ineligible activities.
- List the project deliverable for each task in a table following each task and ensure that it is consistent with the project timeline.

SCOPE OF WORK: Huntington Drive Safe Streets Corridor Plan

INTRODUCTION: Huntington Drive is a major east-west corridor east of downtown Los Angeles. This commuter corridor is the busiest arterial corridor in the San Gabriel Valley region, transporting more than 38,000 commuters daily through the City of San Marino. This Huntington Drive transportation corridor also includes more than 9 public and private educational facilities within the 2.5-mile stretch of San Marino. In order to keep both motorists and non-motorists safe and encourage active transportation usage, the City of San Marino is seeking alternatives and programs to develop a safe and sustainable corridor plan that addresses safe routes to schools and active transportation options. The proposed Huntington Drive Safe Streets Corridor Plan will achieve policies and programs to minimize motor vehicle conflicts with pedestrians and bicyclists and provide educational programs to better protect our community and traveling commuters.

This project will be based on a public policy advocacy model focused on community empowerment and long-term capacity building for residents to pursue policy efforts addressing active transportation and wellness. The project will speak not only to policy makers but to the community as well. Stakeholders include San Marino Unified School District students and parents, nearby residents, school staff, City staff, City police, and elected officials. The Chinese-speaking community will be a primary target for outreach. For a majority of this community, Chinese is their primary language. According to the U.S. Census Bureau American Community Survey 5-year estimates, 51.2% speak a language other than English in the home of which 42% speak in the Chinese language. In addition, due to the large number of schools and school-related institutions along this Huntington Drive corridor, safety is a critical issue in this community and developing ways to mitigate the dangers through infrastructure improvements or educational programs is a top priority. Community participation is essential for the development of the Safe Streets Corridor Improvement Plan. The City of San Marino will ensure that throughout the Plan's development, the community is heard before decisions are made and they have an opportunity to influence decisions throughout the process. To that end, the project will establish a broad-based Advisory Group to help guide the development of the Safe Streets Corridor Improvement Plan. The Advisory Group will include representatives from the schools (parents and staff), business owners, public and private educational institutions and other community groups.

RESPONSIBLE PARTIES: Responsibilities of each agency/organization are summarized below:

1. Southern California Association of Governments (SCAG) is the primary recipient and lead applicant for this project. SCAG will be responsible for overseeing the project, awarding any necessary consultant contracts for planning related activities and submitting invoices and reports to Caltrans.
2. As the sub-applicant and beneficiary, the City of San Marino, in coordination with SCAG, will review the grant products/deliverables, as well as provide the required cash match. Furthermore, the City may participate in the selection of the consultant with SCAG.

3. SCAG, (if applicable) in coordination with the City and Caltrans, will select a consultant(s) for the following:
 - Lead all community participation aspects of the project including ensuring a well-established resident transportation safety advisory group to expand communication on all transportation programming and safety issues affecting health and quality of life.
 - A design and planning consultant to develop conceptual and planning drawings to be added to the design and charrette presentation for effective visualization. The selected design and planning consultant will provide GIS, conceptual renderings, planning drawings, technical consulting, general infrastructure guidance and expertise.

4. SCAG hopes to have Caltrans, as an active partner in the project and if applicable, will have Caltrans involved in the following activities:
 - Kick-Off Meeting,
 - Consultant Selection,
 - Advisory Group member
 - Community Outreach,
 - Planning Workshops,
 - Community Charrette and Tours, and
 - Review of Draft/Final Plans

OVERALL PROJECT OBJECTIVES:

The objectives are to provide overall safety and educational awareness along Huntington Drive for all modes of transportation, including children walking and biking to schools, and business owners and patrons traveling into the downtown San Marino business centers. The City plans to develop a comprehensive Safe Streets Corridor Plan along Huntington Drive aimed at increasing bicycle and pedestrian safety and increasing the number of children that walk and ride their bicycle to school and to promote alternatives to shopping and dining within the business centers.

1. Initial Kickoff and Coordination

Task 1.1 Project Kickoff Meeting

If applicable, SCAG, the City and Caltrans will conduct a kickoff meeting to discuss grant procedures, conditions and project expectations including invoicing, quarterly progress reports, and other relevant project information. (Month 1)

- **Responsible Party:** SCAG

Task 1.2 RFP for Consultant Services

SCAG, in coordination with the City, will prepare a Request for Proposals to solicit a transportation planning firm with expertise in Traffic Corridor Safety and Safe Routes to School that can provide the necessary technical expertise. The RFP will follow the proper procurement procedures established by Caltrans for these projects. Caltrans will be invited to attend all of the staff and coordination meetings. (Months 2-3)

- **Responsible Party:** SCAG

Task 1.3 Assemble Ad Hoc Advisory Group

Consultant, in coordination with SCAG and City, will assemble a community Advisory Group to provide input as the project moves forward. The Advisory Group will include City staff, School District staff, representatives from service organizations, faith-based community, businesses, neighborhood leaders, youth, and other interest groups that reflect the demographics and perspectives of the community. Furthermore, Caltrans will also be requested to active member of the Advisory Group.

The Advisory Group of 8 to 12 representatives from agencies and the community will be consulted throughout the project and serve as a sounding board. The Advisory Group will be consulted to schedule two (2) separate meetings at the all public schools and two (2) separate meetings at all private schools, identify additional players, determine strategies to engage all segments of the community, maximize community participation, and to develop infrastructure recommendations to improve traffic corridor safety and safe walking and bicycling to schools. Caltrans will be invited to attend all of the staff and coordination meetings. (Month 3)

- **Responsible Party:** City and Consultant

Task 1.4 Collect Data on Existing Conditions

Consultant, in coordination with the City, will collect and organize available information on existing conditions for the project corridor and focus areas, including area photos, traffic volumes, crash data, regional transportation plans, engineering and construction plans, aerial and base maps, General Plan and other policy documents, development standards and regulations, and other relevant studies. (Months 4-5)

- **Responsible Party:** Consultant

Task 1.5 Prepare GIS Base Maps

Consultant, in coordination with the City, will coordinate to prepare base maps for the design and analysis work and for use at meetings and presentations. (Month 5)

- **Responsible Party:** Consultant

Task 1.6 Presentation Meeting

Consultant, in coordination with the City, will conduct a one-day preliminary presentation meeting for the first Advisory Group meeting (comprised of project managers, consultants, selected stakeholders) and provide a graphic and photographic tour of the Huntington Drive Safe Streets corridor and possible improvement areas, including unsafe roadway, pedestrian and bicycle conditions. (Month 5)

- **Responsible Party:** Consultant

Task 1.7 Ongoing Coordination

Consultant and the City will work together to coordinate all aspects of work. (Month 2-22)

- **Responsible Party:** Consultant

Task	Deliverable
1.1	<i>Prepare agenda, list of stakeholders and interested participants.</i>
1.2	<i>Prepare RFP, bid and award documents for</i>

	<i>consultant contractor, and approval contract agreement.</i>
1.3	<i>Provide list of Advisory Group members for consideration and approval.</i>
1.4	<i>Prepare list of data mining efforts (internal and external data). Work with State, Regional and Local agencies.</i>
1.5	<i>Develop GIS base map and identify GIS layers for study and presentation purposes.</i>
1.6	<i>Prepare agenda, list of questions, presentation, photos and map materials, and record minutes and comments.</i>
1.7	<i>Prepare meeting notes and list of completed and future deliverables.</i>

2. Community Outreach and Awareness Program

Task 2.1 Advisory Group Meeting #1

The first Advisory Group meeting will be held in San Marino's City Center conference room with participation from the City, selected consultant team, and if applicable, SCAG and Caltrans. The key items on the agenda will include: Scheduling and logistics for the future meetings and presentations in 4 Focus Areas (See Workshop Focus Area map). The City and consultant will provide two (2) workshop meetings in each of the four Focus Area locations throughout the Huntington Drive corridor. The consultant will develop a list of key stakeholders to invite, identifying problem areas to study, and identifying strategies for engaging residents, in particular underrepresented residents. Caltrans district staff will be invited to all Advisory Group meetings. (Month 5)

- **Responsible Party:** Consultant

Task 2.2 Produce Outreach Material

Consultant, in coordination with the City, will produce flyers and posters publicizing the meetings for community-wide distribution. Flyers will be produced in English and Chinese to reach majority Chinese-speaking households. (Month 6)

- **Responsible Party:** Consultant

Task 2.3 Distribute Outreach Material

The City, local businesses, community based organizations, school based liaisons, faith-based and service organizations, San Marino Traffic Advisory Commission leaders will be asked to distribute flyers and information about the meetings through their communication networks. Elementary, middle and high schools will be asked to send flyers home with their students.

Consultant, in coordination with the City, will distribute flyers to neighborhood residents through community churches and other identified channels. (Months 6-8)

- **Responsible Party:** Consultant

Task 2.4 Media Outreach

Consultant, in coordination with the City, will develop a communications plan and media outreach materials, which may include press releases/alerts and project fact sheet(s) for distribution and

outreach to local media. The project partners will work on setting up community wide signs or banners announcing events. Information will be posted on the City and School District website, community marquee and local paper. (Months 6-8)

- **Responsible Party:** Consultant

Task 2.5 Advisory Group Meeting #2

A second Advisory Group meeting will be held approximately two months after the first meeting and will include a presentation to address initial comments and concerns. (Month 8)

- **Responsible Party:** Consultant

Task	Deliverable
2.1	<i>Prepare meeting notification, presentation, agenda, sign-in sheet. Prepare list of needed equipment and materials. Prepare list of refreshments.</i>
2.2	<i>Prepare notification lists. Identify poster and flyer locations. Design and produce notification flyers. Design and produce web-flyers for City and School websites.</i>
2.3	<i>Develop distribution strategy for City review and approval. Produce list of participants and invitees. Prepare distribution lists.</i>
2.4	<i>Prepare press releases. Notify local newspapers, religious and business organizations. Notify school district.</i>
2.5	<i>Prepare meeting notification, agenda, prior minutes. Prepare list of questions, comments and concerns from prior public meeting. Provide minutes of meeting.</i>

3. Planning Activities and Events

A series of planning presentations and activities will be scheduled for this community-based planning effort and they are expected to occur over a two-month period. The purpose of the presentations and activities will be to work with community residents, school officials and City public safety staff to establish guiding principles, identify problems, and discuss proposed strategies to increase walking and bicycling to schools and local businesses. Strategies will include street and intersection design concepts that improve safety for walking and bicycling, changes to the drop-off and pick-up procedures at the school to reduce congestion and potential for collisions around the school, and the full range of non-infrastructure programs (including education, encouragement, enforcement and evaluation) that can support more walking and bicycling. The City will work with planning consultants to coordinate all presentation materials and develop planning activities (such as charrettes, concept renderings and lessons learned programs from other successful agencies) and will bring in Consultant to integrate the attendees' comments and concerns into the planning designs for all transportation modes. To prepare community members to participate in these planning activities, Consultant will organize a series of educational workshops prior to and during these events.

Task 3.1: Planning Workshops

Consultant, in coordination with the City, will organize four educational and awareness workshops for residents, businesses, school officials and city public safety staff to provide them with the information and skills they need to help develop Safe Streets and Safe Routes to School Plans. The 90-minute, bi-weekly workshops will be offered in English and Chinese and include written materials and participant activities. In one instance, the workshop activity will include a walk audit, during which participants will walk along Huntington Drive and neighborhood school sites and assess safety and barriers to walking and bicycling to school. (Months 7-8)

- **Responsible Party:** Consultant

Task 3.2: Community Charrette and Community Tours

In conjunction with Task 3.1 (above), the City and Consultant will conduct 4 two-day neighborhood charrettes and tours that focus on issues along Huntington Drive and surrounding schools. Each charrette will be conducted either at a school or city facilities along the Huntington Drive corridor and will include a two-day study session and tour of the surrounding community. Issues at all 9 public and private elementary, middle and high schools will be addressed. Each charrette and tour will consist of the following events:

- Short tour and observation of the morning arrival of students at the school.
- Morning workshop with parents, school and public safety staff and police to discuss the key elements of Safe Streets and Safe Routes to School programs.
- Walkability and Bike-ability Audits around the school to identify the challenges children face in walking or bicycling to school.
- Design table exercise after Walkability and Bike-ability Audits where parents, business owners, city and school staff and neighbors will be able to draw or write their comments, concerns and ideas on aerial photographs of the area around the school.
- Activity with a 5th (elementary school aged) and 6th (middle school aged) grade class that asks children to draw their route to school and what they think of the safety of walking and biking to school. Also, to discuss the perceived dangers along Huntington Drive and their suggested improvements.
- Present at School Board, Traffic Commission and Parents Teachers Association meetings to present the recommendations.

(Months 9-10)

- **Responsible Party:** Consultant

Task	Deliverable
3.1	<i>Prepare meeting notice, informational brochure, flyers, location notice and agenda. Provide powerpoint presentation and copies of the presentation. Prepare goals and objectives of this process. Prepare possible outcomes and lessons learned information to public.</i>
3.2	<i>Prepare meeting notice, informational brochure, flyers, location notice and agenda. Provide Powerpoint presentation and copies of the presentation. Prepare goals and objectives of this process. Prepare possible outcomes and lessons learned information to public. Provide information and presentation at three community meetings (Traffic Commission, School Board and PTA meeting) for comments.</i>

4. Draft and Final Plan

Task 4.1: Plan Development and Outline

Two weeks after the completion of the planning activity and charrette workshops, the project team (City staff and Consultants) will prepare an outline of the Huntington Drive Safe Streets Corridor Improvement and Safe Routes to School Plan and a list of any additional questions, concerns or critical or controversial issues that might have emerged during or after the planning and charrette workshops. These documents will be circulated to selected stakeholders including City and School District staff, and the Advisory Group for comment. (Month 12)

- **Responsible Party:** Consultant

Task 4.2: Advisory Group Meeting #3

Two weeks after circulating the outline and list of pending issues, the project team will meet with the Advisory Group and other key stakeholders to discuss the outline, resolve any issues that might still be pending and review proposed concepts developed during and after the planning and charrette workshops. (Month 12)

- **Responsible Party:** Consultant

Task 4.3: Administrative Draft Plan

Within two to three months after the planning and charrette workshops, the project team will prepare and circulate an administrative draft plan for review by City staff and members of the Advisory Group. The report will include recommendations to improve conditions for walking and bicycling to all elementary, middle and high schools as well as to improve safety concerns along the Huntington Drive corridor. The report will include conceptual designs, recommendations and development standards for improved road safety and operations, pedestrian, bicycle and transit facilities, and enhanced safety features and streetscapes. The plan will also contain a record of the planning and charrette process, proposed timing and prioritization for implementation of the recommendations, and potential funding sources. (Months 12-13)

- **Responsible Party:** Consultant

Task 4.4: Draft Plan Comments

City staff and consultants will circulate the draft plan to City and School District staff, City public safety and Police, Caltrans staff and the Advisory Group for feedback. City staff will collect and review all comments and provide a comprehensive set of consistent comments to the City and project team. (Month 14)

- **Responsible Party:** Consultant

Task 4.5: Final Community Feedback

City staff and consultant team will make a final presentation of the Draft Plan to the community through the Traffic Advisory Commission and solicit final feedback. (Months 15-16)

- **Responsible Party:** City/Consultant

Task 4.6: Final Plan

City staff and consultant team will make one round of revisions and finalize the plan. (Month 16)

- **Responsible Party:** Consultant

-

Task 4.7: Present Plan to Policymakers

City staff and consultant team, with support from community leaders, will present the Huntington Drive Safe Streets Corridor Improvement Plan at a City Council meeting to consider for adoption

by reference or amendment to other policy documents and for incorporation into work programs. This Huntington Drive Safe Streets Corridor Improvement Plan will also be presented at a School Board meeting to consider for adoption by reference or amendment to other policy documents and for incorporation into work programs. (Month 17)

- **Responsible Party:** Consultant

Task	Deliverable
4.1	<i>Prepare development strategies and outline plan. Prepare analysis and outcomes of planning and charrette workshops. List critical issues.</i>
4.2	<i>Prepare meeting notification, agenda, prior minutes. Prepare list of questions, comments and concerns from prior public meeting. Present draft analysis and outcomes and critical issues. Provide minutes of meeting.</i>
4.3	<i>Prepare draft plan. Incorporate comments from Advisory Group meetings.</i>
4.4	<i>Circulate draft plan. Incorporate comments and feedback from public.</i>
4.5	<i>Circulate draft plan for public feedback. Work with City staff to develop staff report for council review and approval.</i>
4.6	<i>Prepare final plan. Work with City staff to develop staff report for council review and approval. Prepare PDF files for inclusion into City and School website.</i>
4.7	<i>Provide assistance for preparation of council meeting. Prepare presentation on Powerpoint and attend meeting.</i>

5. Reporting and Invoicing Administration

Grant administration will be handled by SCAG, including contracting, submission of progress reports, accounting, invoicing and provision of documentation as required by Caltrans.

Task 5.1: Quarterly Reports

SCAG will prepare quarterly reports for submittal to Caltrans. (Months 4, 7, 10, 13, 16, 19, 22, 25)

- **Responsible Party:** SCAG

Task 5.2: Funds Administration (Programming, Invoices, etc)

SCAG will be responsible for programming the funds in the annual OWP and invoicing Caltrans for the project, including keeping all the necessary accounting records for the project. (Months 2-25)

- **Responsible Party:** SCAG

Task	Deliverable
5.1	<i>Submitted Quarterly Reports</i>
5.2	<i>Invoices, reimbursement requests, and other documentation required by Caltrans.</i>

California Department of Transportation
 Transportation Planning Grants
 Fiscal Year 2015-2016

PROJECT TIMELINE

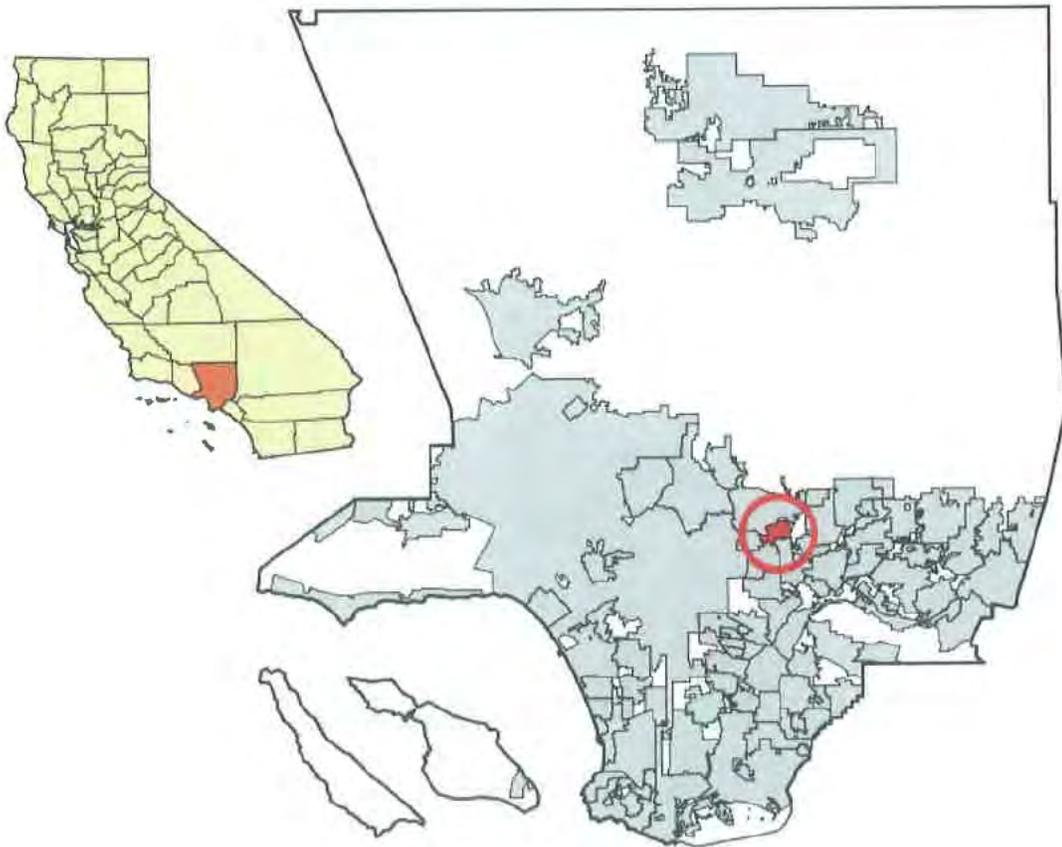
Huntington Drive Safe Streets Corridor Improvement Plan						Grantee	Prime Applicant: SCAG (Subapplicant: City of San Marino)																														
						Indirect Rate for SCAG:						74.56% (Approved FY15 ICAP Rate)																									
Task No.	Task	Responsible Party	Fund Source			Fiscal Year												Deliverable																			
			Total Cost	Grant Amount	Local Cash Match	2015/16				2016/17				2017/18																							
						J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	
1 Initial Kickoff and Coordination																																					
1.1	Project Kickoff Meeting (if needed, SCAG and Caltrans will participate)	SCAG	\$0	\$0	\$0																														Prepare agenda, list of stakeholders and interested participants Copy of RFP, bid and award documents for consultant, contractor, and approval contract agreement		
1.2	RFP for Consultant Services	SCAG	\$2,840	\$2,514	\$326																														List of Advisory Group members for consideration and approval List of data mining efforts (internal and external data) - Work with State, Regional and Local agencies		
1.3	Assemble Ad Hoc Advisory Group	City/Consultant	\$3,200	\$2,833	\$367																														GIS base map and stored GIS layers for study and preliminary purposes		
1.4	Collect Data on Existing Conditions	Consultant	\$5,000	\$4,427	\$574																														Agenda, list of questions, presentation, photos and map materials, and record minutes and comments		
1.5	Prepare GIS Base Maps	Consultant	\$11,500	\$10,181	\$1,319																														Meeting notes and list of completed and future deliverables		
1.6	Presentation Meeting	Consultant	\$10,900	\$9,119	\$1,781																																
1.7	Ongoing Coordination	Consultant	\$16,000	\$14,165	\$1,835																																
2 Community Outreach and Awareness Program																																					
2.1	Community Outreach & Awareness Program	Consultant	\$15,430	\$13,660	\$1,770																														Meeting notification, presentation, agenda, sign-in sheet, Prepare list of needed equipment and materials. Prepare list of refreshments		
2.2	Produce Outreach Material	Consultant	\$8,000	\$7,082	\$918																														Notification lists, identify service and floor locations, notification flyers, letters for City and School websites		
2.3	Distribute Outreach Outreach	Consultant	\$5,000	\$4,427	\$574																														Develop distribution strategy for City review and approval. Produce list of participants and letters. Prepare distribution list		
2.4	Media Outreach	Consultant	\$8,500	\$7,525	\$975																														Press releases, Copies of Notifications sent to local newspapers, religious, business organizations and school district		
2.5	Advisory Group Meeting	Consultant	\$6,361	\$5,578	\$783																														Meeting notification, agenda, prior minutes, List of questions, comments and concerns from prior public meeting, Provide minutes of meeting		
3 Planning Activities and Events																																					
3.1	Planning Workshop	Consultant	\$23,270	\$20,689	\$2,581																														Provide powerpoint presentation and copies of the presentation. Prepare goals and objectives of this process. Prepare possible outcomes and lessons learned information to public		
3.2	Community Charrette and Tours	Consultant	\$25,500	\$23,460	\$3,040																														Provide Powerpoint presentation and copies of the presentation. Prepare goals and objectives of this process. Prepare possible outcomes and lessons learned information to public. Provide information and presentation at three community meetings (Traffic Commission, School Board and TFC) meetings for consultants		
4 Draft and Final Plan																																					
4.1	Plan Development and Outline	Consultant	\$2,600	\$2,302	\$298																														Develop plan strategies and outline plan. Analysis and Outcomes of planning and charrette workshops along with key critical issues		
4.2	Advisory Group Meeting	Consultant	\$2,900	\$2,567	\$333																														Meeting notification, floor agenda, prior minutes. Prepare list of questions, comments and concerns from prior public meeting. Draft analysis and outcomes and critical issues. Meeting minutes		
4.3	Administrative Draft Plan	Consultant	\$4,799	\$4,249	\$550																														Comments from Advisory Group meetings and revised Draft Plan		
4.4	Draft Plan Comments	Consultant	\$3,500	\$3,059	\$441																														Comments on Draft Plan		
4.5	Final Community Feedback	City/Consultant	\$3,500	\$3,099	\$401																														Circulate draft plan for public feedback. Work with City staff in developing staff report for annual review and approval.		
4.6	Final Plan	Consultant	\$2,100	\$1,859	\$241																														Final Plan		
4.7	Present Plan to Policymakers	Consultant	\$3,434	\$3,040	\$394																														Presentation, Agenda, Meeting Minutes		
5 Reporting and Monitoring Administration																																					
5.1	Quarterly Reports	SCAG	\$2,841	\$2,515	\$326																														Quarterly Reports		
5.2	Finance Administration (Programming, Invoices, etc)	SCAG	\$2,841	\$2,515	\$326																														Invoices, reimbursement requests, and other documentation required by Caltrans.		
TOTALS			\$170,498	\$150,905	\$19,593																																

Note: Each task must contain a grant amount and a local cash match amount. Local cash match must be proportionally distributed by the same percentage throughout each task. Local in-kind match needs to be indicated where in-kind services will be used. Please review the grant program section that you are applying to for details on local match requirements. Make sure the project timeline is consistent with the scope of work

**City of San Marino
California**

County of Los Angeles

Caltrans District 7

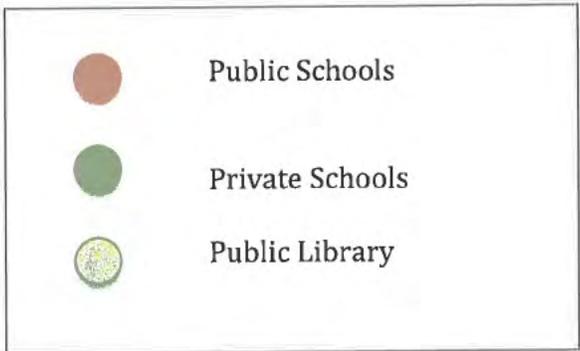


City of San Marino and Surrounding Communities

School Student Project "Sense of Place" Mapping Activity

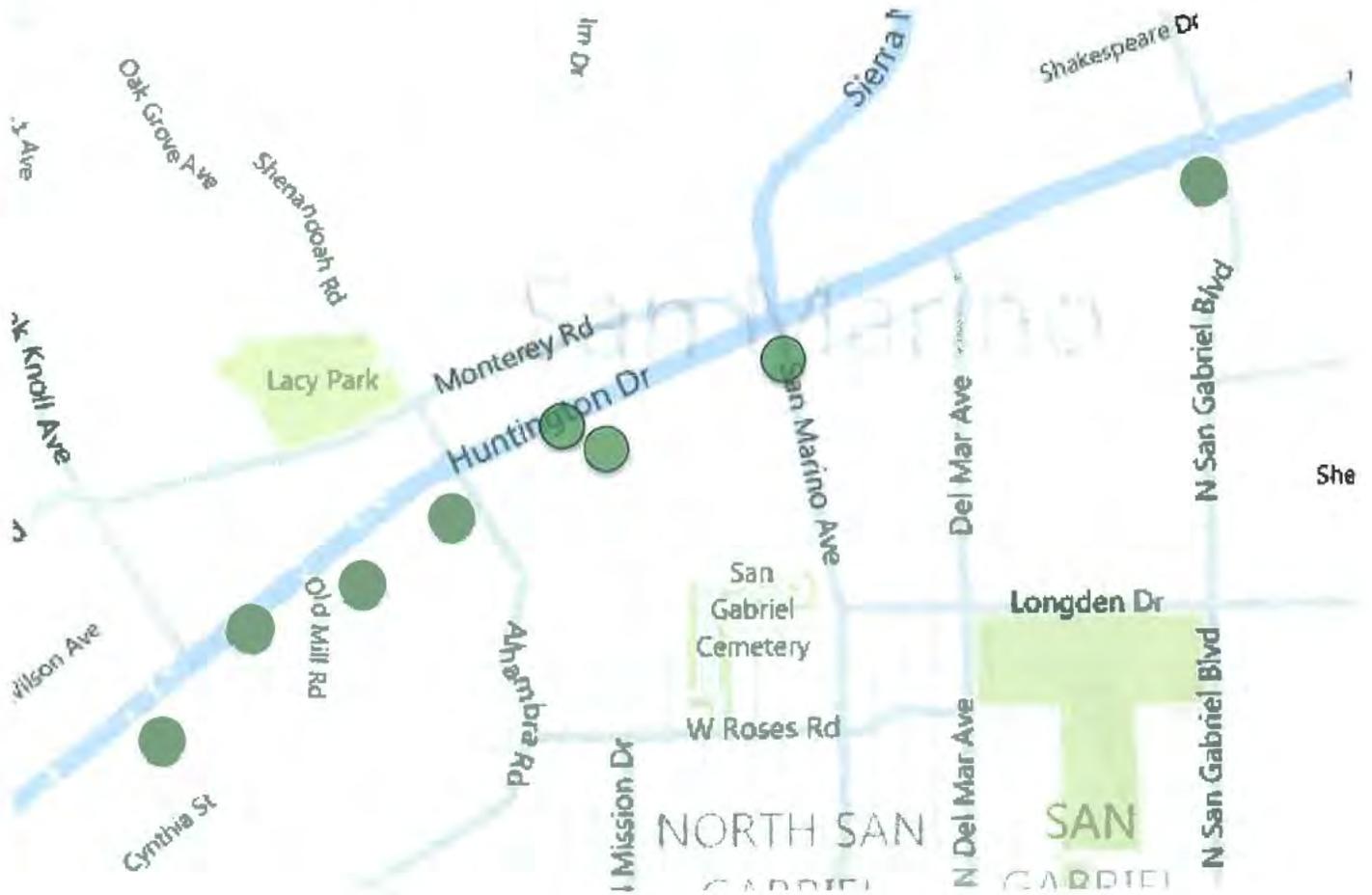


**City of San Marino
Project Limits
Huntington Drive
(between Granada Avenue and San Gabriel Boulevard)
SRTS Project Map**



City of San Marino

Project Improvement Sites INTERSECTION SAFETY IMPROVEMENT SITES

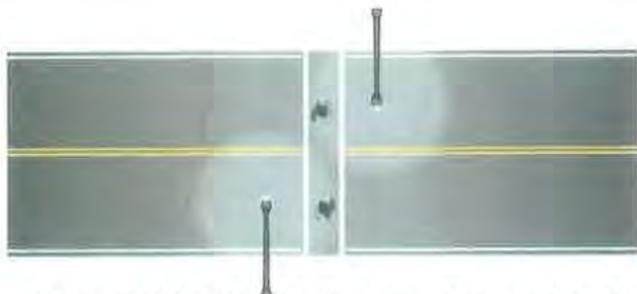
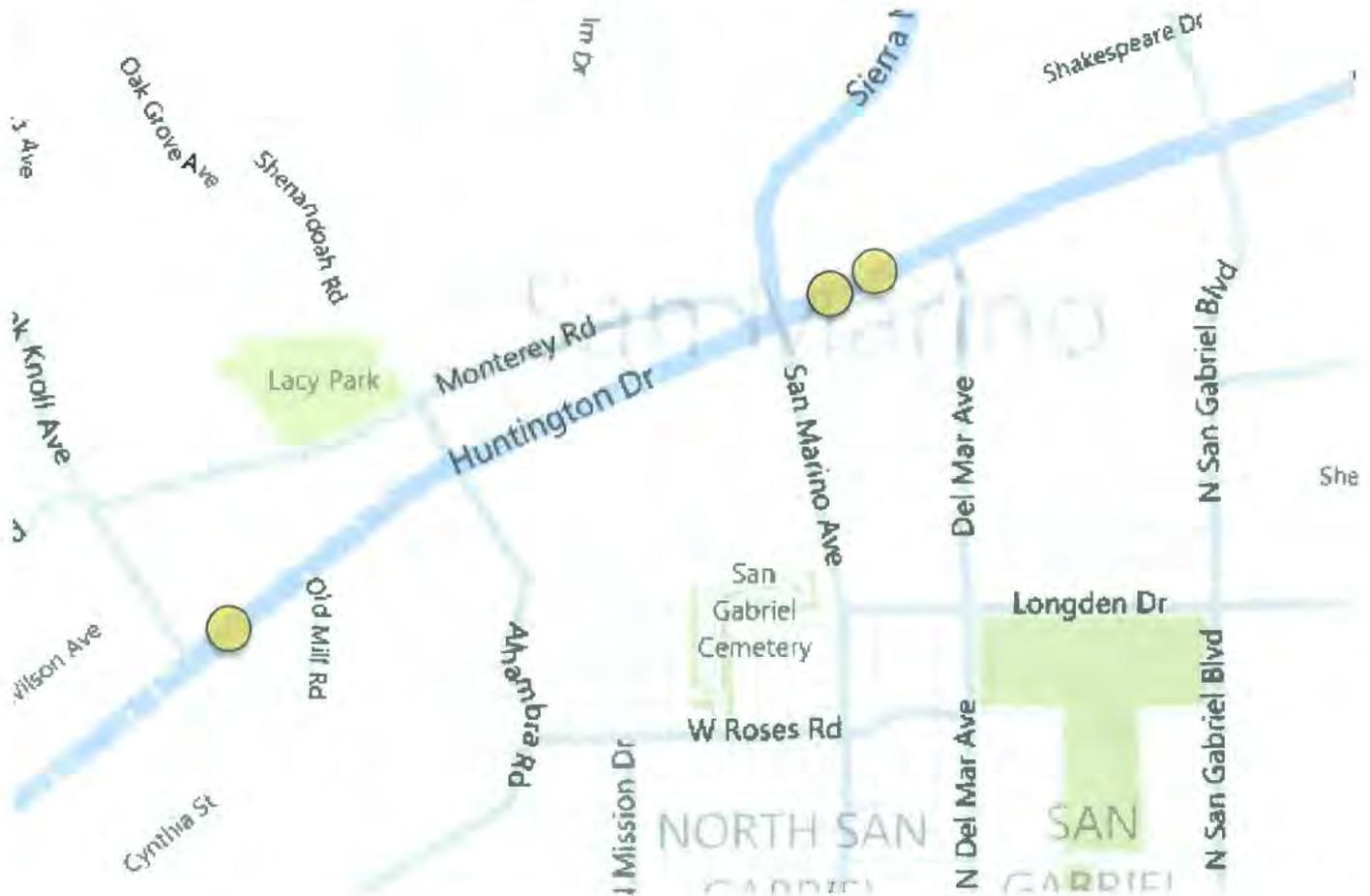


- Intersection Improvement Sites
- Pedestrian Countdown Signals
- High Visibility Crosswalk Markings
- High Visibility School Safety Signage
- Enhanced Crosswalk Lighting

City of San Marino

Project Improvement Sites

UNCONTROLLED CROSSWALK SAFETY IMPROVEMENT SITES



Pedestrian lighting system brightens when pedestrians activates the crossing lights. In conjunction with the pedestrian warning system, the pedestrian lighting system will enhance safety while crossing and minimize unnecessary glare to residents and lowers energy cost.

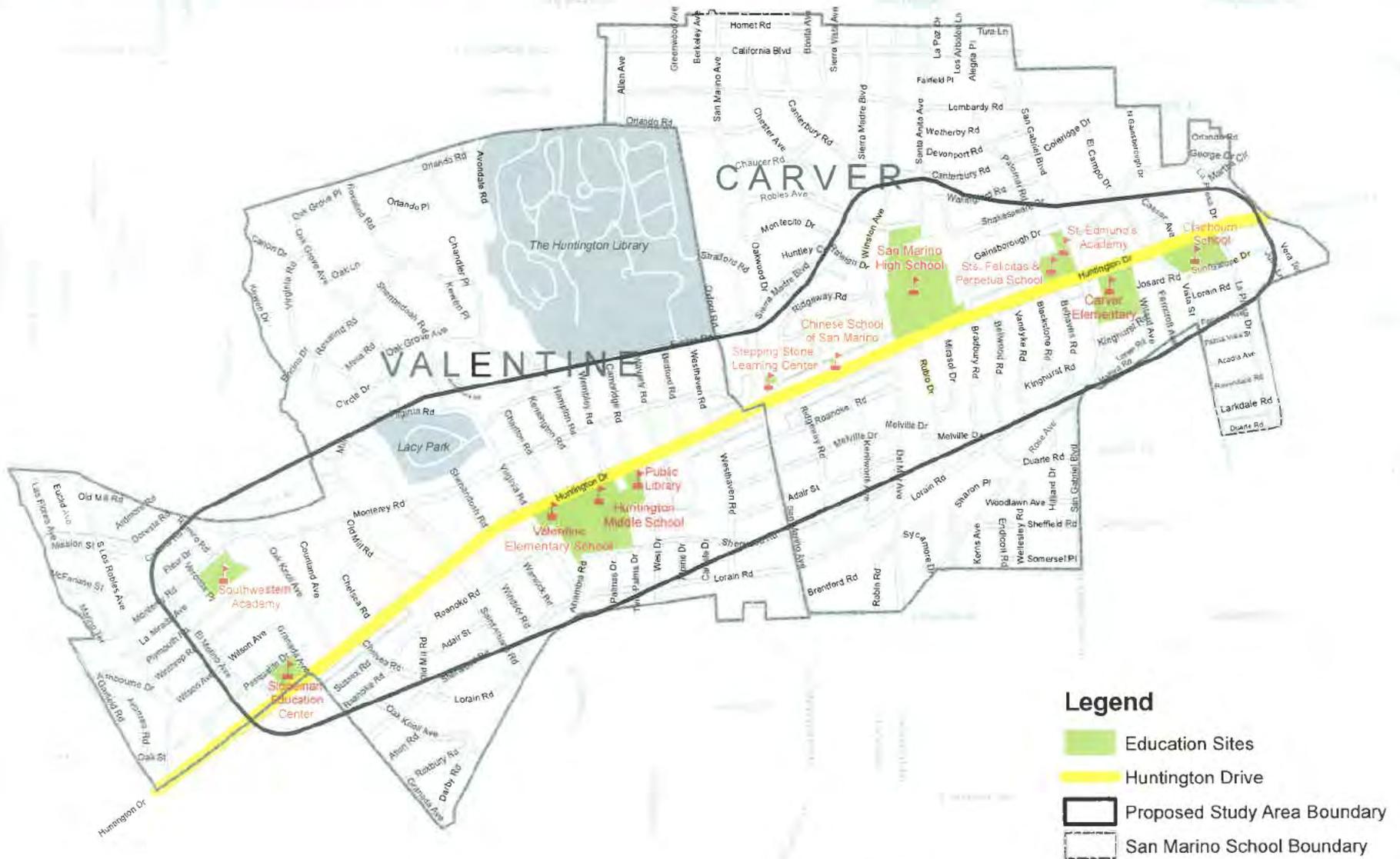


Uncontrolled Crosswalk Safety Improvement Sites

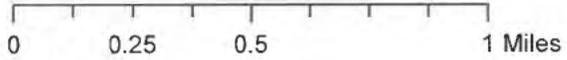
- Pedestrian Safety Bulb out Sidewalks
- Pedestrian Countdown Signals
- High Visibility Crosswalk Striping
- Stamped Asphalt Textured Crosswalk
- Lighted Crosswalk Warning Signage
- Improved Pedestrian Crossing Lighting
- Pedestrian Activated Crossing System

CITY OF SAN MARINO

Huntington Drive Safe Streets Corridor Improvement Plan Proposed Study Area Boundary



- Legend**
- Education Sites
 - Huntington Drive
 - Proposed Study Area Boundary
 - San Marino School Boundary

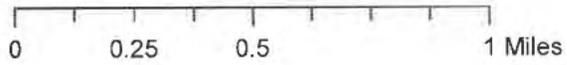


CITY OF SAN MARINO

Huntington Drive Safe Streets Corridor Improvement Plan Traffic Collision Involving Pedestrian and Bicyclist 2007-2012



- Legend**
- Pedestrian Collisions 2008
 - Pedestrian Collisions 2009
 - Bike Collisions 2007
 - Bike Collisions 2008
 - Bike Collisions 2009
 - Bike Collisions 2010
 - Bike Collisions 2011
 - Bike Collisions 2012
 - Education Sites
 - Huntington Drive
 - San Marino School Boundary



CITY OF SAN MARINO

Huntington Drive Safe Streets Corridor Improvement Plan Traffic Collision Involving Motor Vehicles 2007-2012



- Legend**
- Motor Vehicle Collisions 2007
 - Motor Vehicle Collisions 2008
 - Motor Vehicle Collisions 2009
 - Motor Vehicle Collisions 2010
 - Motor Vehicle Collisions 2011
 - Motor Vehicle Collisions 2012
 - Education Sites
 - Huntington Drive
 - San Marino School Boundary



CITY OF SAN MARINO

Huntington Drive Safe Streets Corridor Improvement Plan Proposed Planning Workshop Focus Areas



- Legend**
- Education Sites
 - Huntington Drive
 - Workshop Focus Group Areas
 - San Marino School Boundary



APPLICATION SUPPORT LETTERS

San Marino Unified School District

"Delivering a world-class education with recognized excellence in academics, arts, and athletics!"



October 17, 2014

Priscilla Martinez-Velez

Sustainable Transportation Planning Grants Lead
Associate Transportation Planner
Office of Regional & Interagency Planning
1120 N Street, MS-32
Sacramento, CA 95814

Re: San Marino Huntington Drive Safe Streets Corridor Improvement Plan

Dear Ms. Martinez-Velez:

On behalf of the San Marino Unified School District, I wish to express my strong support for the City of San Marino's proposal to pursue Caltrans funding to develop a Huntington Drive Safe Streets Plan. This plan intends to implement a program of protective and preventative measures to decrease the accident potential for student pedestrians/cyclists and to provide the best possible safety environment for all students who walk and bike to school.

The project will also provide Safe Routes to School strategies and policies for making our schools safer to walk and bike. The collaboration between the City and School District will ensure that safety for the community, our children and the commuting public will be addressed. Maps for each school, and their surroundings, will be developed depicting the preferred routes to schools, safe routes policies and programs as well as planning for traffic control devices to ensure that each route is as safe as possible. The School District will be able to use this planning process for future workshops and presentations to our students and parents to demonstrate the concept of safe bicycle and pedestrian protection.

The District applauds the City's efforts to provide and ensure safe access and mobility to and from our schools and look forward for the City to be awarded the necessary funds to move forward their visionary plan and being an active partner in promoting the health and well being of our built environment and of this community.

The San Marino Unified School District wholeheartedly supports the development of the Huntington Drive Safe Streets Plan and looks forward to working with the City of San Marino, as a committed partner, on this process.

Yours truly,

Alex Chernise, Ed.D.
Superintendent
San Marino Unified School District

California State Senate

SENATOR
CAROL LIU

TWENTY-FIFTH SENATE DISTRICT



October 29, 2014

Priscilla Martinez-Velez
Sustainable Transportation Planning Grants Lead
Associate Transportation Planner
Office of Regional & Interagency Planning
1120 N Street, MS-32
Sacramento, CA 95814

Re: San Marino Huntington Drive Safe Streets Corridor Improvement Plan

Dear Ms. Martinez-Velez:

I write to express my strong support of the City of San Marino's proposal to pursue Caltrans funding to develop a Huntington Drive Safe Streets Plan. This plan intends to implement a program of protective and preventative measures to decrease the accident potential for student pedestrians/cyclists and to provide the best possible safety environment for all who walk, bike and commute through San Marino.

The project will also provide Safe Routes to School strategies and policies for making our schools safer to walk and bike. The collaboration between the City and the San Marino Unified School District will ensure that safety for the community, our children and the commuting public will be addressed. Maps for each school and their surroundings will be developed depicting the preferred routes to schools safe routes policies and programs as well as planning for traffic control devices to ensure that each route is as safe as possible. The San Marino Unified School District will be able to use this planning process for future workshops and presentations to our students and parents to demonstrate the concept of safe bicycle and pedestrian protection.

I applaud the City's efforts to provide and ensure safe access and mobility to and from our schools and look forward for the City to be awarded the necessary funds to move forward their visionary plan and being an active partner in promoting the health and well-being of our built environment and of this community. I am pleased to endorse the City of San Marino's grant proposal. Thank you for your thoughtful consideration.

Sincerely,

A handwritten signature in cursive script that reads "Carol Liu".

CAROL LIU
Senator, 25th District



October 30, 2014

OFFICERS

President
Mary Ann Lutz
1st Vice President
Gene Murabito
2nd Vice President
Teresa Real Sebastian
3rd Vice President
Tim Spohn

MEMBERS

Alhambra
Arcadia
Azusa
Baldwin Park
Bradbury
Claremont
Covina
Diamond Bar
Duarte
El Monte
Glendora
Industry
Irwindale
La Cañada Flintridge
La Puente
La Verne
Monrovia
Montebello
Monterey Park
Pasadena
Pomona
Rosemead
San Dimas
San Gabriel
San Marino
Sierra Madre
South El Monte
South Pasadena
Temple City
Walnut
West Covina
First District, LA County
Unincorporated Communities
Fourth District, LA County
Unincorporated Communities
Fifth District, LA County
Unincorporated Communities
SGV Water Districts

Malcolm Dougherty, Director
California Department of Transportation
1120 N Street, MS-32
Sacramento, CA 95814

RE: Huntington Drive Safe Streets Corridor Plan

Dear Mr. Dougherty:

On behalf of the San Gabriel Valley Council of Governments (SGVCOG), I am pleased to write in strong support for the City of San Marino's application for funding to develop a Huntington Drive Safe Streets Corridor Plan. This plan would help transform this heavily traveled roadway into a safe corridor for all who walk, bike and commute along this high capacity transportation corridor.

The project will also provide Safe Routes to School strategies and policies to make our schools safer to walk and bike. The collaboration between the City and the San Marino Unified School District will ensure that safety for the community, our children and the commuting public will be addressed. Maps for each school and their surroundings depicting the preferred routes to school and safe routes policies and programs will be developed, as well as planning for traffic control devices to ensure that each route is as safe as possible. The San Marino Unified School District will be able to use this planning process for future workshops and presentations to our students and parents to demonstrate the concept of safe bicycle and pedestrian protection.

The SGVCOG looks forward to seeing this plan to promote the health and well-being of the built environment and to ensure safe access and mobility move forward. We look forward to supporting the City of San Marino as they work with their community to help shape this policy.

Should you have any questions regarding our support for this initiative, please do not hesitate to contact us. Thank you for your time and consideration.

Sincerely,

Andrea M. Miller
Executive Director

STATE CAPITOL
ROOM 205
SACRAMENTO, CA 95814
TEL (916) 651-4022
FAX (916) 651-4922

DISTRICT OFFICE
1808 W. SUNSET BLVD
LOS ANGELES, CA 90026
TEL (213) 483-9300
FAX (213) 483-9305

California State Senate

STANDING COMMITTEE
SENATE RULES
CHAIR

SENATOR
KEVIN DE LEÓN
PRESIDENT PRO TEMPORE
TWENTY-SECOND SENATE DISTRICT



Priscilla Martinez-Velez

Sustainable Transportation Planning Grants Lead
Associate Transportation Planner
Office of Regional & Interagency Planning
1120 N Street, MS-32
Sacramento, CA 95814

Re: San Marino Huntington Drive Safe Streets Corridor Improvement Plan

Dear Ms. Martinez-Velez:

I wish to express my strong support for the City of San Marino's proposal to pursue Caltrans funding to develop a Huntington Drive Safe Streets Plan. This plan intends to implement a program of protective and preventative measures to decrease the accident potential for student pedestrians/cyclists and to provide the best possible safety environment for all who walk, bike and commute through San Marino.

The project will also provide Safe Routes to School strategies and policies for making our schools safer to walk and bike. The collaboration between the City and the San Marino Unified School District will ensure that safety for the community, our children and the commuting public will be addressed. Maps for each school, and their surroundings, will be developed depicting the preferred routes to schools, safe routes policies and programs as well as planning for traffic control devices to ensure that each route is as safe as possible. The San Marino Unified School District will be able to use this planning process for future workshops and presentations to our students and parents to demonstrate the concept of safe bicycle and pedestrian protection.

I applaud the City's efforts to provide and ensure safe access and mobility to and from our schools and look forward for the City to be awarded the necessary funds to move forward their visionary plan and being an active partner in promoting the health and well being of our built environment and of this community.

I wholeheartedly support the development of the Huntington Drive Safe Streets Plan and look forward to working with the City of San Marino on furthering plans for safer streets in San Marino.

Sincerely,

A handwritten signature in cursive script that reads "Kevin De León".

Senator Kevin De León
Senate President Pro Tempore

APPLICATION PHOTOS

PHOTO TOUR OF HUNTINGTON DRIVE CORRIDOR

City of San Marino



Motorist encroachment of San Gabriel Bl at Huntington Drive. This intersection is adjacent to Carver Elementary School.

PHOTO TOUR OF HUNTINGTON DRIVE CORRIDOR

City of San Marino



Faded crosswalk markings and wide streets make walking throughout the Huntington Drive corridor difficult. Motorists travel in excess of 50 mph or more along this school oriented corridor. Saint Felicitas and Perpetua private school is shown in this picture. Carver Elementary school is across the street.



PHOTO TOUR OF HUNTINGTON DRIVE CORRIDOR

City of San Marino



Heavy congestion and motorist confusion at Virginia Avenue during morning and afternoon peaks. Many students often are hesitant to cross because of the chaotic turning movements and heavy traffic surrounding the schools. Low visibility striping contributes to the confusion and danger of conflicts. The City seeks to find solutions that provide pedestrian and bicycle safety while accommodating the daily commuter traffic along Huntington Drive.



PHOTO TOUR OF HUNTINGTON DRIVE CORRIDOR

City of San Marino



In the commercial district, pedestrians are literally hidden behind diagonally parked automobiles. Visibility for motorists is minimal and glare can be a factor during dawn and dusk hours. Several near misses were observed during early the early hours when children are crossing. Pedestrian safety is key within the business core.



PHOTO TOUR OF HUNTINGTON DRIVE CORRIDOR

City of San Marino



Chelsea Avenue pedestrian crossing offers little warning and protection for pedestrians. Stoneman Educational Center is nearby this crossing and many students utilize this crosswalk to walk to and from the Center. City seeks to address pedestrian safety and seek ways to bicyclists along Huntington Drive. It is estimated that approximately 3 percent of the bicyclists who use Huntington Drive commute to work or school on a daily basis.



PHOTO TOUR OF HUNTINGTON DRIVE CORRIDOR

City of San Marino



Del Mar Avenue is a major north-south thoroughfare to Huntington Drive. San Marino High School is at the corner of Huntington Drive and Del Mar Avenue. Several streets connecting Huntington Drive lack sidewalks, creating potential conflicts between pedestrians and motorists. The City proposes to study Safe Routes corridors and plan for improvements to increase public safety.



March 23, 2016

Walter Okitsu
Principal
KOA Corporation
1100 Corporate Center Drive, Ste. 201
Monterey Park, CA 91754

Subject: NOTICE TO PROCEED for Contract No. 16-014-C1, City of San Marino's Huntington Drive Safe Streets Corridor Plan

Dear Mr. Okitsu:

This letter authorizes KOA Corporation to begin work to provide the development of a Huntington Drive Safe Streets Corridor Plan (the Plan), which will address safe routes to schools and active transportation issues and options.

No costs will be allowed for any work billed prior to March 23, 2016.

All invoices must indicate the following:

Contract Number: 16-014-C1
P. O. Number: PO-004215
Project Number: 145.SCG03831C.01
Vendor Number: V000585
Total Contract Value: \$142,919
SCAG Project Manager: Courtney Aguirre

The contract is currently funded for \$35,000 from 03/23/16 - 6/30/16 (FY16), \$95,000 for 7/1/16 - 6/30/17 (FY17) and \$12,919 from 7/1/17 - 6/30/18. Consultant shall not exceed the amount funded in any fiscal year.

Invoices for payment for services rendered through June 30, 2016 must be received by SCAG on or before the deadline of July 22, 2016. Invoices for payment for services rendered from July 1, 2016 through June 30, 2017 must be received by SCAG on or before the deadline of July 22, 2017. Invoices for payment for services rendered through July 1, 2017 through June 30, 2018 must be received by SCAG on or before the deadline of July 22, 2018. SCAG shall not be obligated for payment of invoices received after either deadline.

As a reminder any subcontract agreements must be executed within 14-calendar days of this Notice to Proceed and a copy made available upon request.

Contractual and administrative questions should be referred to Laura Aguilar, Contracts Administrator, at (213) 236-1922.

Sincerely,
Laura Aguilar
Contracts Administrator

cc: Courtney Aguirre, Project Manager, SCAG
Accounting
Budget
Caltrans

Main Office
818 West 7th Street
12th Floor
Los Angeles, California
90017-3435
t (213) 236-1800
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www.scag.ca.gov

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Human Development
Bill Jahn, Big Bear Lake
Energy & Environment
Deborah Robertson, Rialto
Transportation
Alan Wapner, San Bernardino
Associated Governments

CONTRACT NUMBER 16-014-C1

AGREEMENT BETWEEN THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS AND KOA CORPORATION

THIS AGREEMENT, made and entered into, by and between the Southern California Association of Governments, hereinafter referred to as "SCAG", and KOA Corporation, hereinafter referred to as "Consultant," and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, SCAG is a Joint Powers Agency and a federally designated Metropolitan Planning Organization for Southern California. SCAG is primarily responsible for developing the regional transportation plan and transportation improvement program for the counties of Los Angeles, Orange, San Bernardino, Riverside, Ventura, and Imperial;

WHEREAS, pursuant to its annual Overall Work Program (OWP), SCAG will be engaged in many activities and projects that will require certain technical, professional, or support services from time to time;

WHEREAS, all obligations of SCAG under this Agreement are subject to the availability of Federal and State funds and enactment of the State of California ("State") Budget Act. Thus, no payments may be made under this Agreement prior to the passage of the State Budget Act for any Fiscal Year;

WHEREAS, SCAG's Fiscal Year is from July 1 through June 30;

WHEREAS, SCAG seeks to retain the services of Consultant to provide the development of a Huntington Drive Safe Streets Corridor Plan (the Plan), which will address safe routes to schools and active transportation issues and options; and,

WHEREAS, Consultant agrees to perform the services required by SCAG on the terms and conditions set forth below.

TERMS OF AGREEMENT

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

1. Agreement Contents

This Agreement is comprised of these terms and conditions and any attached exhibits. Such terms and conditions are subject to change in the event requirements are changed by SCAG's funding agencies. The Recitals to this Agreement are also incorporated herein by this reference.

2. Scope of Work

Consultant shall be responsible for the complete performance of the tasks described in the "Scope of Work," Exhibit A, attached hereto and incorporated herein by this reference.

3. Term

- a. The Term of this Agreement shall begin on the Effective Date of the Agreement and continue until March 23, 2017, hereinafter referred to as the "Completion Date," unless terminated earlier as provided herein. Thereafter, SCAG at its sole discretion, may exercise via written Amendment to the Agreement its Year 1 Option ("Option Year 1") extending the term of the Agreement an additional year (i.e., through March 23, 2018), depending on available funding and the Consultants' satisfactory performance. Similarly, SCAG at its sole discretion may also exercise via written Amendment to the Agreement its Year 2 Option ("Option Year 2") extending the term of the Agreement an additional year (i.e., through March 23, 2019), depending on available funding and the Consultants' satisfactory performance.
- b. Services performed under this Agreement shall commence only upon issuance by SCAG to Consultant of a Notice to Proceed.
- c. Consultant services and reimbursements beyond June 30th of each Fiscal Year are subject to the inclusion and funding agency approval of this project in the OWP for each Fiscal Year. Therefore, on June 30th of each Fiscal Year, the Consultant must suspend all work under this Agreement until an amendment allowing the work to continue has been fully executed by the Parties. In the event this project is not approved in the OWP for each Fiscal Year this Agreement shall terminate effective June 30th of the Fiscal Year funding was provided, as specified in the "Contract Funding/Expenditure Summary," Exhibit D, attached hereto and incorporated herein by this reference.
- d. Time is of the essence in the performance of services under this Agreement.

4. Schedule and Staffing

- a. Consultant shall be responsible to SCAG for performing all services described in the Scope of Work in a timely manner as set forth in the "Schedule," Exhibit B, attached hereto and incorporated herein by this reference.
- b. Services described in the Scope of Work shall be performed by Consultant's staff, subcontractors or other members of the project team, hereinafter referred to as "Subconsultant(s)," listed in the "Line Item Budget," Exhibit C, attached hereto and incorporated by this reference. If there are no Subconsultants identified in the Line Item Budget, any reference herein to "Subconsultants" shall not be applicable in this Agreement. **There shall be no change in the designation of Consultant staff, Subconsultant(s), or any other information as identified in the Line Item Budget without the prior written approval of the SCAG Chief Financial Officer.** No portion of the work included in this Agreement shall be subcontracted, except as provided herein, without the prior, written authorization of the SCAG Chief Financial Officer.

5. Compensation

- a. The maximum amount payable under this Agreement, including all expenses, shall not exceed \$142,919, subject to Sections 3 (Term) and 6 (Funding Requirements) of this Agreement.
- b. This is an Actual Cost-Plus-Fixed Fee Agreement. Consultant shall be paid the applicable rate(s) in effect at the time the expense is actually incurred. The Consultant shall provide the maximum rate for each position for the contract Term, inclusive of any rate increase (e.g. merit or cost-of-

living increase, etc.), however SCAG shall only reimburse the Consultant the actual rate the Consultant pays its staff.

- c. This is a multi-fiscal year contract. Unexpended funds are not automatically carried over into the next Fiscal Year.
- d. At this time it is anticipated that there shall be a budget for each applicable fiscal year as follows, subject to Section 3c (Term):

The anticipated budget for Fiscal Year 2015-2016 is \$35,000

The anticipated budget for Fiscal Year 2016-2017 is \$95,000

The anticipated budget for Fiscal Year 2017-2018 is \$12,919

- e. For services rendered, Consultant shall receive funding in accordance with the "Contract Funding/Expenditure Summary," Exhibit D, and services shall be invoiced in accordance with the "Line Item Budget," Exhibit C.
- f. Invoices for payment shall refer to the Project Number(s) as specified in the "Contract Funding/Expenditure Summary," Exhibit D.

6. Funding Requirements

- a. It is mutually understood between the Parties that this Agreement may have been written before ascertaining the availability of funds for the total value of this Agreement, in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- b. SCAG reserves the option to terminate this Agreement or to amend this Agreement to reflect any reduction in funds.

7. Project Manager

- a. Consultant shall coordinate all work pursuant to this Agreement with SCAG through the Project Manager. For purposes of this Agreement, SCAG designates the following Project Manager:

Courtney Aguirre
SCAG Project Manager
(213) 236-1804

SCAG reserves the right to change the above designation upon written notice to Consultant. The SCAG Project Manager shall review progress reports, approve invoices and determine whether the Consultant's performance under the Scope of Work has been satisfactorily completed.

- b. The Consultant designates the following Consultant Project Manager:

Walter Okitsu
Consultant Project Manager
(323) 260-4703

The Consultant shall not change the designation of the Consultant Project Manager without the

prior written approval of the SCAG Project Manager.

8. Assignment and Change in Ownership or Control

- a. Consultant shall not assign any interest in this Agreement, and shall not transfer the same, without written notification to and the prior written consent of SCAG in a form approved by the SCAG Chief Financial Officer.
- b. In the event of any change in ownership or control of Consultant's firm or Subconsultant's firm, Consultant shall provide written notification to SCAG and SCAG shall determine the impact on this Agreement, if any, of such change, and provide its response to Consultant within thirty (30) days from the date notification is received by SCAG.

9. Agreement Changes

- a. No alteration or deviation of the terms of this Agreement shall be valid unless made in writing in the form of contract amendment and signed by the Parties. Consultant Project Manager or SCAG Project Manager shall initiate a contract amendment via the "Contract Amendment Request Form" (Request), Exhibit K, attached hereto and incorporated herein by this reference. A Request only initiates the amendment process. SCAG must still approve the actual Contract Amendment (Amendment). Such Amendment shall not become effective without the full execution by the Parties and shall be effective as of the date of full execution by the Parties. If an Amendment is to become effective before the date of full execution by the Parties, the effective date of such Amendment shall be no earlier than the date that SCAG received the Request. **SCAG shall disallow any and all costs incurred by the Consultant prior to the effective date of an Amendment resulting from a Request.**
- b. SCAG may request, at any time, amendments to this Agreement and will notify the Consultant regarding such changes. Within ten (10) calendar days from the date of the written notice, Consultant shall notify SCAG of the impact of such changes on the Scope of Work, Schedule and Budget. Upon agreement between the Parties as to the required changes, an amendment to this Agreement shall be prepared regarding the same.

10. Invoicing for Payment

- a. SCAG shall reimburse the Consultant as promptly as its fiscal procedures permit, using SCAG's ACH Vendor Payment Authorization Form (available at: scag.ca.gov/opportunities/Pages/BusinessWithSCAG.aspx), upon receipt of itemized invoices submitted in accordance with this Agreement. The Consultant shall complete the ACH Form and email it to ACHpayment@scag.ca.gov, prior to executing the contract. Such reimbursements shall be based upon actual eligible costs incurred by the Consultant consistent with the Scope of Work, Schedule, and Line Item Budget.
- b. In the event Consultant performs work after the Notice to Proceed but before the State Budget is approved, Consultant agrees that SCAG shall have no obligation to make payment for such work until after the State Budget is approved. No interest or other penalty shall be paid by SCAG.
- c. Invoices for payment shall be submitted monthly upon task completion. All Invoices shall be accompanied by one (1) original of the written, narrative Progress Reports. The Progress Reports shall describe the percentage and status of work completed, as identified in the Scope of

Work, technical papers, draft documentation, and any completed products. The purpose of the Progress Reports is to allow SCAG to determine if the Consultant is completing the activities identified in the Scope of Work, in accordance with the agreed upon Schedule, and to provide opportunity to describe difficulties or special problems encountered so solutions can be developed.

- d. Invoices for payment shall be submitted by the last day of each month (“Invoice Due Date”). Invoices not received by SCAG within thirty (30) calendar days of the Invoice Due Date may be assessed a \$1,000 penalty per invoice, which shall be deducted by SCAG in the payment of the invoice.
- e. Invoices for payment for services rendered prior to June 30th of each Fiscal Year, in which the funding was provided, as specified in the “Contract Funding/Expenditure Summary,” Exhibit D, must be received by SCAG on or before July 21 of each fiscal year. SCAG shall not be obligated for payment of invoices received after such date. The format and content of all such invoices shall comply with Sections 11 (Invoicing Format and Content) and 33 (Cost Principles) of this Agreement.
- f. Prompt Payment to Subconsultants: A Consultant or Subconsultant shall pay any sub-tier consultant for satisfactorily completed work no later than ten (10) days of receipt of each payment from SCAG. The ten (10) calendar days period is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over thirty (30) calendar days may take place only for good cause and with SCAG’s prior written approval. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Consultant or Subconsultant in the event of a dispute involving late payment or nonpayment by the Consultant, deficient subconsultant performance, and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

11. Invoicing Format and Content

- a. All invoices submitted to SCAG for payment shall be e-mailed to accountspayable@scag.ca.gov (file cannot exceed 10MB).
- b. The invoice shall be entitled “Invoice” or otherwise clearly identify that the document is an Invoice, and shall contain the following information:
 - (1) SCAG’s “Bill To” information as stated in the above paragraph “a.” of this section;
 - (2) Invoice number and/or billing number specified by Consultant. The invoice number must be unique for each invoice submitted;
 - (3) Invoice date;
 - (4) Billing period specified with beginning and ending dates. The beginning date must not be sooner than the Notice to Proceed date of the Agreement, or within any previous billing dates;
 - (5) Total amount due for the billing period;
 - (6) Contract Number, Purchase Order Number, Project/Task Number, and Vendor Number (as identified in Exhibit D or Notice to Proceed letter)
 - (7) Total Contract Value (as identified in Exhibit D); and
 - (8) SCAG Project Manager.
- c. All invoices shall be in the same format as the Line Item Budget, Exhibit C. Specific budget category detail is given below:

- (1) Direct Labor and Fringe Benefits: All direct labor charges shall include the class of employee, rate per hour and number of hours. The Consultant shall provide the maximum rate for each position for the contract Term, inclusive of any rate increase (e.g. merit or cost-of-living increase, etc.), however SCAG shall only reimburse the Consultant the actual rate the Consultant pays its staff.
- (2) Consultant and any Subconsultant(s) charges: All Consultant invoices shall identify the name and address of the Consultant and any Subconsultant(s), the percentage of work completed as categorized in the Line Item Budget, the reimbursement rate, the total amount billed, and the date and amount paid by the Consultant.
- (3) Indirect Costs: The basis for billing and billing rate shall be specified.
- (4) Direct Costs: All direct costs billed must be specifically identified and supported with original receipts, invoices or statements. Any travel and subsistence costs must be reasonable and are limited to those rates paid to non-represented/excluded State employees under California's State Department of Personnel Administration rules, subject to changes posted at: <http://www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm>. SCAG does not pay for the consultant's travel time. Any direct costs not specifically identified in Exhibit C, Line Item Budget, shall not be reimbursed.
- (5) Fixed Fee: The amount of Fixed Fee billed should be equal to the proportion of the Consultant work completed consistent with the Progress Report attached to each invoice, and in accordance with the Line Item Budget, Exhibit C.
- (6) Documentation: All costs charged to this Agreement by the Consultant shall be supported by the following documentation: time record including full timesheets or time cards (must account for the total activity for which each employee is compensated not just SCAG time), payroll register, invoices and receipts evidencing in proper detail the nature of other charges, and any other documentation requested by SCAG. These costs shall be costs reasonable, allocable and allowable under Cost Principles cited in Section 33 of this Agreement.

12. Agreement Completion Retainer

No retainage will be held by SCAG from progress payments due to Consultant. Consultant and Subconsultant are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with SCAG's prior written approval. Any violation of these provisions shall subject the violating Consultant or Subconsultant to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code, if applicable. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the Consultant or Subconsultant in the event of a dispute involving late payment or nonpayment by the Consultant, deficient Subconsultant performance, and/or noncompliance by a Subconsultant. This clause applies to both DBE and non-DBE Subconsultants.

13. Satisfactory Performance

Payment for services under this Agreement is contingent upon SCAG's determination that the performance of the Consultant has been satisfactory, in accordance with the Scope of Work and

Section 42 (Standard of Care).

14. Penalty

- a. A ten percent (10%) penalty shall be imposed for each thirty (30) day calendar period beyond the Agreement completion date, as specified in Section 3 (Term) of this Agreement, if the complete product, as described in the Scope of Work, is not received and approved by SCAG by the completion date. Such penalty shall be based on the total value of the Agreement, and shall not be imposed if the delay is caused by SCAG.
- b. Notwithstanding the above paragraph, the Consultant may request an extension in writing, outlining the reasons for the delay and the new expected completion date. All such requests shall be submitted to the SCAG Chief Financial Officer, and if approved, shall require a written amendment to this Agreement fully executed by the Parties.

15. Quarterly Progress Reports

- a. The Consultant shall submit a Quarterly Progress Report to the SCAG Project Manager no later than five (5) days after the close of each quarter (i.e., for the first quarter, ending September 30, the deadline is October 5), describing progress toward completion of all tasks, projects, and products, conformance with project schedules, and reporting of all costs incurred for the Project Number(s) as specified in the "Contract Funding/Expenditure Summary," Exhibit D. In the submittal of Quarterly Progress Reports, the Consultant shall include all completed products, in a form determined by the SCAG Project Manager.
- b. SCAG reserves the right to deem incomplete any Quarterly Progress Report that does not sufficiently document the above-required information and may withhold payment of invoices submitted pending the submission of required documentation by the Consultant.
- c. The Consultant Project Manager shall meet with the SCAG Project Manager, as needed to discuss work progress.

16. Inspection of Work

The Consultant and any Subconsultants shall permit SCAG and any designee of SCAG the opportunity to review and inspect the project activities at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.

17. Written and Electronic Versions of Work Products and Related Work Materials

- a. For purposes of this Agreement, "Work Products" shall mean any deliverables, including reports, studies, modeling output, newsletters or any other written or electronic materials provided pursuant to the Scope of Work.
- b. For purposes of this Agreement, "Related Work Materials" shall mean all materials obtained, created by or provided to Consultant pursuant to this Agreement. Such materials shall include but are not limited to ideas, notes, written documents, memoranda specifications, plans, procedures, drawing descriptions, computer program data, input record data, databases, software, and source codes. Related Work Materials shall include "Intellectual Property," including but not limited to copyrights, test data, trade secrets, and confidential information.

- c. During or upon completion of the Scope of Work, Consultant shall deliver to the SCAG Project Manager all Work Products and Related Work Materials. Such materials shall be provided in electronic PDF format as follows:
- (1) Five (5) electronic PDF copies on CD-ROM, or other medium pre-approved in writing by the SCAG Project Manager;
 - (2) Two (2) electronic copies of all software (including source code, User's Manual and full documentation in printed and electronic form), databases, and web materials;
 - (3) Two (2) double-sided hard copies and two (2) electronic copies of all material prepared for and used in presentations, including overhead, power point and hard copy presentations;
 - (4) Copies of all photographs taken at meetings, conferences, or project sites in conjunction with the work performed pursuant to this Agreement. High-resolution tiff or jpeg files from digital cameras are preferred. Files may be sent on ZIP disk or CD-ROM. Traditional photographic prints are also acceptable; and,
 - (5) Other Related Work Materials, as requested by the SCAG Project Manager.
- d. The electronic versions of all written materials and accompanying graphic images shall, when printed or otherwise displayed, appear in the identical format, location, quality, and state of replicating in which they appear in the hard copy versions. Similarly, any graphic images accompanying the text of these written materials shall be included, in digitized form, in the electronic version in the same places in which they appear in the hard copy version.
- e. Consultant shall apply reasonable quality assurance procedures in the development of software, and shall test all software prior to delivery to SCAG. Consultant shall provide to SCAG documentation of quality assurance procedures applied, and a complete record of the software testing performed.
- f. The title pages of all written Work Products produced under this Agreement shall include the following:
- "Funding: The preparation of this report was financed in part through grants from the United States Department of Transportation (DOT)."
- "The preparation of this report has been financed in part through grant[s] from the Federal Highway Administration and Federal Transit Administration, U.S. Department of Transportation. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation."
- g. All written Work Products produced under this Agreement shall further contain the following disclaimer in a separate section preceding the main body of the document:
- "The contents of this report reflect the views of the author who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of SCAG or DOT. This report does not constitute a standard, specification or regulation."
- h. Geographic Information System (GIS), spatial data, and databases provided to SCAG pursuant to this Agreement shall be accompanied by metadata conforming to the requirements specified in Exhibit E, "Spatial Data/Metadata Requirements," attached hereto and incorporated herein by

this reference.

- i. Graphics products must conform to the requirements specified in Exhibit F, "Graphics Requirements for Consultants", attached hereto and incorporated herein by this reference.
- j. Web material prepared or acquired under this Agreement shall conform to the requirements specified in Exhibit G, "Web Policies and Guidelines for Consultants", attached hereto and incorporated herein by this reference.
- k. Mapping prepared or acquired under this Agreement shall conform to the requirements specified in Exhibit H, "Mapping Guidelines for Consultants", attached hereto and incorporated herein by this reference.

18. Ownership, Confidentiality, and Use of Work Products

- a. All Work Products and Related Work Materials including Intellectual Property, as defined in Section 17, Subsections a and b (Written and Electronic Versions of Work Products and Related Work Materials), respectively, of this Agreement, shall become the property of SCAG, and all publication rights are reserved to SCAG. The Consultant shall not copyright Work Products or Related Work Materials.
- b. Related Work Materials including Intellectual Property obtained by Consultant pursuant to a third party agreement and related to the services provided by Consultant pursuant to this Agreement, shall become the property of SCAG.
- c. Consultant shall cooperate in the execution of all documents necessary to protect SCAG's rights to such materials. Consultant shall notify SCAG in writing of all Intellectual Property developed or conceived in the course of its performance under this Agreement.
- d. Consultant shall assign and does hereby assign to SCAG all rights, title and interest to Intellectual Property conceived or developed by Consultant in the course of Consultant work pursuant to this Agreement. Consultant shall cooperate in the execution of all documents necessary to protect SCAG's rights to the Intellectual Property.
- e. Subject to the California Public Records Act, all Work Products and Related Work Materials including Intellectual Property shall be held confidential by Consultant. Nothing furnished to Consultant, which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential.
- f. The Consultant shall not use, release, reproduce, distribute, publish, adapt for future use or otherwise use Work Products and Related Work Materials for purposes other than the performance of the Scope of Work, nor authorize others to do so, without prior written permission of SCAG Legal Counsel; nor shall such materials be disclosed to any person or entity not connected with the performance of the work. Consultant shall also safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure, as the Consultant treats its confidential information, but in no case less than reasonable care.
- g. Upon termination of this Agreement or when requested to do so by SCAG, Consultant shall erase all copies of Work Products and Related Work Materials from its computers.

- h. All equipment, including, but not limited to, computer hardware, printing and duplication equipment, multimedia equipment, software tools and programs, and upgrade packages to existing equipment, procured in whole or part by funds provided under this Agreement, are the property of SCAG. SCAG shall determine the disposition of all such property upon completion or termination of this Agreement.
- i. SCAG may utilize any Work Products or Related Work Materials provided by Consultant pursuant to this Agreement, in any manner which SCAG deems appropriate without additional compensation to Consultant.

19. Termination

a. Termination Resulting from Lack of Approval in the OWP

In the event that the work provided for under this Agreement is not approved in the next OWP, the subsequent OWP, or OWP Amendments, this Agreement, as provided in Section 3 (Term), is deemed to be terminated effective June 30th of the applicable Fiscal Year.

b. Termination for Convenience of SCAG

SCAG may terminate this Agreement at any time by giving notice to the Consultant of such termination (including the effective termination date) at least thirty (30) calendar days before the effective date of such termination.

In such event, all finished or unfinished documents and other materials as described in this Agreement, at the option of SCAG, become SCAG's property. If this Agreement is terminated by SCAG, as provided herein, SCAG's only obligation shall be the payment of fees and expenses incurred prior to the termination date, in accordance with the cost provisions of this Agreement.

c. Termination for Cause

If through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant violates any of the covenants, terms, or stipulations of this Agreement, SCAG shall thereupon have the right to terminate the Agreement by giving not less than ten (10) working days written notice to the Consultant of the intent to terminate and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the Consultant under this Agreement shall, at the option of SCAG, become SCAG's property.

20. Compliance with Laws, Rules, and Regulations

Consultant shall perform all services under this Agreement in accordance and in full compliance with all applicable Federal, State and local statutes, rules, regulations, and policies and procedures and shall secure and maintain all licenses or permits required by law.

21. Independent Contractor

The Consultant agrees to provide the services set forth in this Agreement in the capacity of an independent contractor and neither the Consultant nor any of its employees or agents shall be considered to be an employee or agent of SCAG.

22. Conflict of Interest

- a. Consultant and any of its sub-consultants (regardless of the sub-tier) agrees to abide by the SCAG Conflict of Interest Policy as it applies to "consultants," as defined under the SCAG Conflict of Interest Policy, posted at: http://scag.ca.gov/business/downloads/COI_policy.pdf.
- b. Consultant further agrees that during the term of this Agreement, it shall not accept employment from any other person, firm or corporation where such is a conflict of interest or where it is likely to lead to a conflict of interest between SCAG's interest and the interest of such person, firm or corporation or any other third party.

23. Contingency Fees or other Unlawful Consideration

- a. The Consultant warrants, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business. For breach or violation of this warranty, SCAG has the right in its sole discretion to terminate this Agreement with its only obligation to pay for the value of the work actually performed, or to deduct from the Agreement price, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.
- b. The Consultant further warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any SCAG employee. For breach or violation of this warranty, SCAG shall have the right, in its discretion, to terminate the Agreement without liability, to pay only for the value of work performed, or to deduct from the Agreement price or otherwise recover the full amount of each rebate, kickback or other unlawful consideration.

24. Release of Information

Consultant shall not release any information to a third party or otherwise publish or utilize any information obtained or produced by it as a result of or in connection with the performance of services under this Agreement without the prior written authorization of the Chief Financial Officer.

25. Disputes

Except as otherwise provided in this Agreement, any dispute arising under this Agreement which is not disposed of by mutual agreement shall be decided through binding arbitration by a three (3) member panel in accordance with the rules of the American Arbitration Association.

26. Indemnity

- a. Consultant assumes all risk of injury to its employees, agents and contractors, including loss or

damage to property.

- b. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless SCAG, its members, officers, Regional Council Board members, employees and agents from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent caused in whole or in part by any intentional, negligent or wrongful act, error or omission of Consultant, its agents, employees, or subconsultants arising out of the performance of professional services under this Agreement.
- c. For all other services performed by Consultant pursuant to this Agreement, the Consultant shall indemnify, defend and hold harmless SCAG, its members, officers, employees and agents from and against any liability where the same arises out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by the Consultant, its agents, employees or subconsultants.
- d. Consultant shall defend, indemnify, and hold harmless SCAG, its members, officers, Regional Council Board Members, employees and agents against any and all claims against SCAG based upon allegations that Consultant has wrongfully utilized Intellectual Property of others in performing work pursuant to this Agreement or that SCAG has wrongfully used Intellectual Property developed by Consultant pursuant to this Agreement.

27. Non-Discrimination/Equal Employment Opportunity

- a. Consultant shall not, during the performance of this Agreement or in selection or retention of Subconsultants, including procurement of materials and leases of equipment, unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religion creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave, or denial of pregnancy disability leave.

Consultant shall ensure, and shall require that its Subconsultant(s) ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

Consultant shall comply and ensure that its Subconsultant(s) comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

Consultant and its Subconsultant(s) shall give written notice of its obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements.

- b. The Consultant and its Subconsultant(s) shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with the regulations relative to Title VI, (nondiscrimination in federally-assisted programs of the United States Department of Transportation (DOT), 49 C.F.R Part 21 and 23 C.F.R. Part 200; hereinafter referred to as "DOT regulations,") and 49 C.F.R Part 26,

which are herein incorporated by reference and made a part of this Agreement. Wherever the term "Contractor" appears therein, it shall mean Consultant.

- c. Consultant shall permit and shall require its Subconsultant(s) to permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by the State to investigate compliance with this Section.
- d. Solicitations for Subconsultant(s), Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the DOT regulations relative to nondiscrimination.
- e. Sanctions for Noncompliance: Failure by the Consultant to carry out the requirements above is a material breach of this Agreement, which may result in sanctions as SCAG may determine to be appropriate, including, but not limited to:
 - (1) Withholding of payments to the Consultant under this Agreement until the Consultant complies, and/or
 - (2) Cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: Any subcontract entered into as a result of this Agreement shall contain all of the provisions of "a" through "e" of this section. The Consultant shall take such action with respect to any subcontract or procurement as SCAG may direct as a means of enforcing such provisions including sanctions for noncompliance.

28. Disadvantaged Business Enterprise (DBE)

- a. The Consultant and its Subconsultant(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of State or DOT-assisted contracts or in the administration of SCAG's DBE Program. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as SCAG deems appropriate.
- b. It is the policy of SCAG, Caltrans, and DOT, that the Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have an equal opportunity to receive and participate in DOT-assisted contracts. Consultant and its Subconsultants shall comply with the requirements of 49 CFR Part 26 and with SCAG's DBE Program, as amended.
- c. A "Consultant Contract DBE Commitment" form is attached hereto and incorporated herein by this reference as Exhibit I. Even if no DBE participation will be reported, the Consultant shall complete and sign such form at the time this Agreement is executed. Upon completion of the contract, regardless of whether the Consultant obtained DBE participation, the Consultant shall prepare a summary of the DBE records, certified correct, and submit this on the "*Final Report-Utilization of DBE, First-Tier Subcontractors*" form (Exhibit J). This form shows the total dollars paid to each sub consultant, whether DBE or non-DBE.
- d. During the period of this Agreement, the Consultant shall maintain records of all applicable

subcontracts advertised and entered into germane to this Agreement, documenting the actual DBE participation and records of materials purchased from DBE suppliers. Such documentation shall show the name and business address of each DBE Subconsultant or vendor, and the total dollar amount actually paid each DBE Subconsultant or vendor. Upon completion of the Agreement, regardless of whether DBE participation is obtained, a summary of the DBE records shall be prepared, certified correct, and submitted on a form that shall be provided by SCAG.

29. Records Retention and Audits

- a. The Consultant and its Subconsultant(s) shall maintain all source documents, books, and records connected with their performance of this Agreement for a minimum of three (3) years from the date that SCAG makes final payment to the Consultant or until audit resolution is achieved for each annual OWP Agreement (between SCAG and Caltrans), whichever is later, and all other related, pending matters are closed.
- b. Consultant shall establish and maintain, an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support invoices which segregate and accumulate the costs of the applicable Project Number(s) by line item and produce Quarterly Reports which clearly identify reimbursable costs and other expenditures related to such Project Number(s).
- c. Upon request, at any time during normal business hours and as often as SCAG, State of California Department of Transportation (Caltrans), Bureau of State Audits, or other State and Federal agencies or any duly authorized representative may deem necessary, the Consultant shall make available for examination all of its records with respect to all matters covered by this Agreement for purposes of audit, examination, or to make copies or transcripts of such records, including, but not limited to, contracts, invoices, payrolls (including time sheets or timecards), personnel records, conditions of employment and other records relating to all matters covered by this Agreement. Such records and access to the facilities and premises of the Consultant shall be made available during the period of performance of this Agreement, and for three (3) years from the date that SCAG makes final payment to the Consultant or until audit resolution is achieved for each annual OWP Agreement (between SCAG and Caltrans), whichever is later, and all other related, pending matters are closed.
- d. The Consultant agrees and shall require that all of its agreements with Subconsultant(s) contain provisions requiring adherence to this section in its entirety.

30. Federal and State Lobbying Activities Certification

- a. By signing this Agreement, the Consultant certifies, to the best of its knowledge and belief, that no State or Federal funds have been paid or will be paid, by or on behalf of SCAG, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than State or Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member

of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Federal Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with those form instructions.

- c. This certification is a material representation of fact, upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement pursuant to 31 U.S.C. 1352.
- d. The Consultant also agrees by signing this Agreement that it will require that the language of this certification be included in all subcontracts funded wholly or in part by any funds provided herein and which exceed \$100,000 and that all such Subconsultants shall certify and disclose accordingly.

31. Certifications and Assurances

- a. Consultant shall adhere to the requirements contained in SCAG's annual Certification and Assurances (FHWA and FTA "Metropolitan Transportation Planning Process Certification") submitted as part of SCAG's OWP, pursuant to 23 CFR 450.334 and 23 U.S.C. 134. This Certification shall be published annually in SCAG's OWP. Such requirements shall apply to Consultant to the same extent as SCAG and may include, but are not limited to:
 - (1) Title VI of the Civil Rights Act of 1964 and Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;
 - (2) Pub. Law 105-178, 112 Stat. 107 and any successor thereto, regarding the involvement of disadvantaged business enterprises in FHWA and FTA funded projects (Sec. 105(f), Pub. L. 970424, 96 Stat. 2100, 49 CFR part 26); and
 - (3) The Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, as amended) and the United States Department of Transportation (US DOT) implementing regulations (49 CFR 27, 37, and 38).
- b. Consultant shall additionally comply with the requirements contained in the annual FTA "Certifications and Assurances for FTA Assistance," including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53; published annually in SCAG's OWP. Such assurances shall apply to Consultant to the same extent as SCAG, and include but are not limited to the following areas:
 - (1) Standard Assurances
 - (2) Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions
 - (3) Drug Free Work Place Agreement
 - (4) Intergovernmental Review Assurance
 - (5) Nondiscrimination Assurance
 - (6) DBE Assurance
 - (7) Nondiscrimination on the Basis of Disability
 - (8) Certification and Assurances required by the U.S. Office of Management and Budget
- c. The Consultant shall require its Subconsultant(s) to comply with these Certifications, and agrees to furnish documentation at no cost to SCAG to support this requirement that all of its agreements with Subconsultant(s) contain provisions requiring adherence to this section in its entirety.

32. Contract Award

In accordance with "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, et seq., and successors thereto and applicable state law and procedures, all Subconsultant contracts containing funds provided under this Agreement are required to be competitively procured and awarded consistent with Local Program Procedures 00-05 (Pre-award Audit Requirements and Consultant Procurement) or successors thereto.

33. Cost Principles

a. Consultant agrees to comply with the following:

- (1) the Contract Cost Principles and Procedures, 48 Code of Federal Regulations, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., 2 CFR Part 225 (Office of Management and Budget Circular A-87), "Cost Principles for State, Local, and Indian Tribal Governments," and successors thereto, shall be used to determine the allowability of individual project cost items, and
- (2) the Federal administrative procedures in accordance with "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, et seq., and successors thereto.

b. Any costs for which Consultant receives payment or credit that is determined by a subsequent audit or other review by either SCAG, Caltrans or other State or Federal authorities to be unallowable under, but not limited to, 2 CFR Part 225 (OMB Circular A-87); 48 CFR, Chapter 1, Part 31; or 2 CFR Part 200, et seq., and successors thereto, are to be repaid by Consultant within thirty (30) days of Consultant receiving notice of audit findings. Should Consultant fail to reimburse moneys due SCAG within thirty (30) days of demand, or within such other period as may be agreed between Parties hereto, SCAG is authorized to withhold future payments due Consultant.

c. Consultant agrees to furnish documentation to SCAG to support this requirement that all of its agreements with Subconsultants contain provisions requiring adherence to this section in its entirety.

34. Stop Work

a. SCAG may, at any time, by written Stop Work Order to the Consultant, require the Consultant to stop all, or any part, of the work called for by this Agreement for a period up to ninety (90) days after the Stop Work Order is delivered to the Consultant, and for any further period to which SCAG authorizes. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within ninety (90) days after a Stop Work Order is delivered to the Consultant, or within any extension of that period by SCAG, SCAG shall either:

- (1) Cancel the Stop Work Order; or

(2) Terminate the work covered by the Stop Work Order as provided for in the termination for convenience clause of this Agreement.

b. If a Stop Work Order is issued under this section, SCAG shall make an equitable adjustment in the delivery schedule, the contract price, or both, and the Agreement shall be modified, in writing, accordingly.

35. Flow-Down Provisions

Any subcontract, of any tier entered into by the prime consultant as a result of this Agreement shall be written, executed subsequent to the prime consultant executing its contract with SCAG within a reasonable time, and shall contain the following provisions of this Agreement:

Section 6 (Funding Requirements);
Section 10 (Invoicing for Payment);
Section 11 (Invoicing Format and Content);
Section 13 (Satisfactory Performance)
Section 15 (Quarterly Progress Reports);
Section 16 (Inspection of Work);
Section 17 (Written and Electronic Version of Work Products and Related Work Materials);
Section 18 (Ownership, Confidentiality, and Use of Work Products);
Section 19 (Termination);
Section 20 (Compliance with Laws, Rules, and Regulations);
Section 21 (Independent Contractor);
Section 22 (Conflict of Interest);
Section 23 (Contingency Fees or other Unlawful Consideration);
Section 24 (Release of Information);
Section 25 (Disputes);
Section 26 (Indemnity);
Section 27 (Non-Discrimination/Equal Employment Opportunity);
Section 28 (Disadvantaged Business Enterprise);
Section 29 (Records Retention and Audits);
Section 30 (Federal and State Lobbying Activities Certification);
Section 31 (Certifications and Assurances);
Section 32 (Contract Award); and
Section 33 (Cost Principles)

Upon SCAG's request, the consultant shall provide SCAG a copy of any subconsultant agreement.

36. Notice

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

Basil Panas
Chief Financial Officer
Southern California Association of Governments
818 West Seventh Street, 12th Floor

Los Angeles, California 90017-3435

Phone: (213) 236-1817

FAX: (213) 236-1941

Joel Falter

Principal

KOA Corporation

1100 Corporate Center Drive, Ste. 201

Monterey Park, CA 91754

Phone: (323) 260-4703

FAX: (323) 260-4705

37. Severability

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

38. Survival

The following sections survive expiration or termination of this Agreement:

Section 17 (Written and Electronic Versions of Work Products and Related Work Materials)

Section 18 (Ownership, Confidentiality, and Use of Work Products)

Section 24 (Release of Information)

Section 26 (Indemnity)

Section 29 (Records Retention and Audits)

39. Order of Precedence

In the event of any conflict between the terms of this Agreement and the terms of any Exhibit, the terms of the Agreement shall control. In the event of any conflict between the following documents, the order of precedence shall be as follows:

- Amendment(s) to Contract No. 16-014-C1
- Contract No. 16-014-C1
- Exhibits

40. Jurisdiction and Venue

This Agreement shall be deemed an Agreement under the laws of the State of California, and for all purposes shall be interpreted in accordance with such laws. Both Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought thereunder shall be Los Angeles County, California.

41. Waiver

No delay or failure by either Party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof of such Party's right thereafter to exercise or enforce each and every right and provision of this Agreement. A Waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

42. Standard of Care

Consultant shall perform the services under this Agreement in accordance with generally accepted industry standards, practices, and principles applicable to such services. Without waiver of SCAG's other rights or remedies, SCAG may require Consultant to re-perform any of said services which were not performed in accordance with these standards at no cost to SCAG.

43. Insurance

Consultant shall procure and maintain throughout the Term of this Agreement the minimum required insurance, as set for below, against claims for injuries to persons, or damages to property, which may arise from or in connection with the performance of the work hereunder by Consultant, its subcontracts, agents, representatives, or employees.

a. Minimum Scope of Insurance – Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (Occurrence form CG0001), or its equivalent.
- (2) Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto) or its equivalent.
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- (4) Professional Liability (Errors and Omissions) insurance appropriate to the Consultant's profession.

b. Minimum Limits of Insurance – Consultant shall maintain limits no less than:

- (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- (2) Automobile Liability: Including contractual liability insuring owned, non-owned, hired and all vehicles by Consultant with a combined single limit of not less than \$1,000,000 applicable to bodily injury, or death, and loss of or damage to property in any one occurrence.
- (3) Workers' Compensation Liability: Including Occupational Diseases in accordance with California Law and Employers' Liability Insurance with a limit of not less than \$1,000,000 each accident.

- (4) Professional Liability Insurance: With limits of not less than \$1,000,000 per claim. In addition, it shall be required that the professional liability insurance policy remain in effect for six (6) months after the Completion Date of this Agreement.
- c. Other Insurance Provisions – The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- (1) SCAG, its subsidiaries, officials and employees are to be covered as additional insureds, as respects to liability arising out of the activities performed by or on behalf of Consultant, products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to SCAG, its members, subsidiaries, officials and employees.
 - (2) For any claims related to this project, Consultant’s insurance coverage shall be primary insurance as respects SCAG, its members, subsidiaries, officials and employees. Any insurance or self-insurance maintained by SCAG shall be excess of Consultant’s insurance and shall not contribute with it.
 - (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCAG, its members, subsidiaries, officials and employees.
 - (4) Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
 - (5) Workers’ Compensation and Employer’s Liability policies shall contain the inclusion of SCAG, its members, subsidiaries, officials and employees and shall provide a waiver of subrogation.
- d. Deductibles and Self-Insured Retentions – Any deductibles or self-insured retentions in amounts over \$10,000 must be declared to and approved by SCAG.
- e. Acceptability of Insurers – Insurance is to be placed with California admitted insurers with a current A.M. Best’s rating of no less than A and be admitted, unless otherwise approved by SCAG.
- f. Verification of Coverage – Consultant shall furnish SCAG with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by SCAG before work commences. Upon request of SCAG at any time, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

44. Force Majeure

Neither SCAG nor Consultant shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, or any other similar cause beyond the reasonable control of SCAG or Consultant.

45. Entire Agreement

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

46. Execution of Agreement or Amendment

This Agreement, or any amendment related thereto (Amendment), may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. The signature page of this Agreement or any Amendment may be executed by way of a manual or authorized digital signature. Delivery of an executed counterpart of a signature page to this Agreement or an Amendment by electronic transmission scanned pages shall be deemed effective as a delivery of a manually or digitally executed counterpart to this Agreement or any Amendment.

47. Effective Date

The Effective Date of this Agreement shall mean the date (meaning the last date indicated below) that the Parties have fully executed this Agreement.

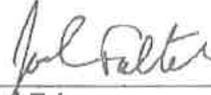
IN WITNESS WHEREOF, the Southern California Association of Governments and KOA Corporation have caused this Agreement to be executed by their duly authorized representatives.

Southern California Association of Governments
("SCAG")

KOA Corporation
("Consultant")



Basil Panas
Chief Financial Officer



Joqi Falter
Principal

Date

3/23/16

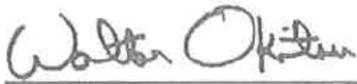
March 18, 2016

Date

Approved as to Legal Form:



Joanna Africa
Chief Counsel/Director of Legal Services



Walter Okitsu
Principal

March 18, 2016

Date

EXHIBIT A
Scope of Work

Exhibit A – Scope of Work

Huntington Drive Safe Streets Corridor Plan (the Plan), will address safe routes to schools and active transportation issues and options. The Plan will help further the Southern California’s Regional Transportation Plan and Sustainable Communities Strategy goal of ensuring travel safely and reliability for all people in the region.

The Consultant shall perform the following Tasks.

Task 1: Project Coordination

TASK 1.1: PROJECT KICK-OFF MEETING

Consultant shall attend the kickoff meeting with the City of San Marino, SCAG Project Manager, and Caltrans. Consultant shall present the preliminary work plan, budget, and schedule at the kickoff meeting. The primary purpose of this meeting is to discuss the grant procedures as Consultant shall, as the preliminary goals and objectives of the project, ensure that all participants have a clear understanding of what is expected.

TASK 1.2: PROJECT IMPLEMENTATION PLAN

Consultant shall prepare a project Work Plan that will describe on-going project management tasks, such as scheduling and conducting meetings, agenda preparation, meeting minute summaries with action item matrices.

TASK 1.3: PROJECT SCHEDULE

Consultant shall maintain a project schedule using Microsoft Project software.

TASK 1.4: PROJECT TEAM COORDINATION

Consultant shall conduct monthly project team meetings that include the SCAG Project Manager, City of San Marino, Caltrans, and relevant stakeholders as approved by the City of San Marino and the SCAG Project Manager. Consultant shall prepare agendas, minutes, action item lists, and other appropriate materials.

TASK 1 DELIVERABLES

- Project kick-off meeting and materials.
- Project Implementation Plan
- Project schedule
- Project meeting agendas, materials, and notes

Task 2: Collect and review existing Data

TASK 2.1 COLLECT DATA ON EXISTING CONDITIONS

Consultant shall collect and organize available information on existing conditions from the City of San

Exhibit A – Scope of Work

Marino including traffic volumes, collision data, regional transportation plans, engineering and construction plans, aerial and base maps, General Plan and other policy documents, development standards and regulations, and other relevant studies.

TASK 2.2 PREPARE GIS BASE MAPS

Consultant shall prepare GIS base maps for the design and analysis work. Google Earth Pro will be the source of aerial photographs. The GIS base maps will include school attendance zone boundaries and overlays of existing bicycle or pedestrian plans and other relevant plans.

TASK 2 DELIVERABLES:

- Technical memorandum of existing conditions.
- GIS base map

Task 3: Public Outreach and Stakeholder Input

TASK 3.1A PRODUCE PUBLIC OUTREACH PLAN

The Consultant shall create the Public Outreach Plan in partnership with City of San Marino staff, SCAG Project Manager, and the Advisory Group. It will include a schedule of outreach activities that may include phone calls, emails, and community workshops.

TASK 3.1B PUBLIC OUTREACH REPORT

The Public Outreach Report will consist of documentation of the community outreach activities and input derived from these activities.

TASK 3.2 ASSEMBLE AD HOC ADVISORY GROUP

The Consultant shall, in coordination with the SCAG Project Manager and the City of San Marino, assemble a community Advisory Group consisting of 8 to 12 representatives from City staff, School District staff, representatives from service organizations, faith-based community, businesses, neighborhood leaders, youth, and other interest groups.

TASK 3.3 ADVISORY GROUP PRESENTATION (INITIAL) MEETING

Consultant shall conduct a one-day preliminary presentation of materials to the core team in preparation of the Advisory Group Meeting #1.

TASK 3.4 ADVISORY GROUP MEETING #1

Consultant shall conduct the first Advisory Group Meeting in San Marino's City Center Conference Room. The presentation will include a graphic and photographic tour of the corridor and possible improvement areas, including unsafe roadway, pedestrian, and bicycle conditions.

Exhibit A – Scope of Work

TASK 3.5 PRODUCE AND DISTRIBUTE OUTREACH MATERIAL

The Consultant shall produce electronic and printed outreach material that publicizes meetings and key information. Outreach materials will be produced in English and Mandarin/Cantonese. The Consultant shall coordinate distribution of the outreach materials via the City of San Marino, local businesses, community-based organizations, school based liaisons, faith-based and service organizations, and the San Marino Traffic Advisory Commission. Consultant shall coordinate distribution to schools, community churches, and other identified channels.

TASK 3.6 MEDIA OUTREACH

The Consultant shall implement media outreach campaigns for the City of San Marino based on sound media strategy development and planning with key messages that delivered to target media outlets. Consultant shall communicate to general and specific audiences through a variety of community, local, regional media, including daily newspapers, lifestyle magazines, trade/industry press, television, and radio and online including schools and community websites. Consultant shall develop a proactive social media strategy to promote Safe Streets and Safe Routes to School Program to promote pedestrian and street safety around schools, encourage advocacy and provide an immediate and direct path to the resources.

Working with City Staff, Consultant shall prepare an outline for relevant and timely social media updates. The content strategy is to:

- Post content that encourages followers to be safe as pedestrian, bicyclists and motorists;
- Share useful content, such as videos or articles on safety;
- Post content around key dates and events;
- Encourage followers to get involved; and
- Partner with other like-minded campaigns and organization

Working with City Staff, Consultant shall develop an editorial calendar outlining topics to be covered throughout the project term.

Consultant shall work with City Staff, and the SCAG Project Manager, to initiate the development of a dedicated Safe Routes to School website that will serve as a resource for all stakeholders, community leaders and the general public.

Consultant shall recommended developing a simple and mobile-friendly Consultant website that complements and highlights the program messages as well as provides pertinent information and resources.

TASK 3.7 ADVISORY GROUP MEETING #2

Consultant shall conduct a second Advisory Group meeting after the completion of the workshops, meetings, and tours conducted in Tasks 3.8 and 3.9.

Exhibit A – Scope of Work

TASK 3.8 EDUCATION AND AWARENESS WORKSHOPS

Consultant shall conduct workshops and walk/audits that target the diverse communities in San Marino. All workshops will be conducted in English, Mandarin/Cantonese, and in any other languages if requested by the SCAG Project Manager. If other languages are spoken, Consultant shall work with each individual school to arrange for the appropriate translation. All literature and visual aids will be in English, Mandarin/Cantonese, and any other languages requested by the SCAG Project Manager. All materials including implementation guides and templates for promotional material will be produced by Consultant to meet the needs of the diverse populations in San Marino. Consultant shall initially supervise the subsequent meetings held by stakeholders in order to keep their work relevant and productive as they develop Safe Streets and Safe Routes to School Programs.

TASK 3.9 COMMUNITY MEETINGS, CHARRETTES AND COMMUNITY TOURS

Task 3.9(a) School-Based Meetings for Plan Development

1. Gather Information and Develop Plans

Consultant shall collect information, conduct surveys and audits to identify safety issues. Consultant shall then have the information needed to conduct fieldwork to develop a plan with infrastructure recommendations to improve walkability and bike ability around schools and the community.

2. Conduct Surveys

Consultant shall conduct a paper survey for parents to fill out. Consultant shall use the National Center for Safe Routes to School form. This form shall include, but is not limited to the following questions:

- How they get their child to school;
- How far away they live from the school;
- Whether they consider having their child walk or bicycle to school; and
- Reasons they may not feel comfortable allowing their child to walk or bicycle, among others.

The schools will be responsible to distribute and collect surveys, then forward the surveys to Consultant. Consultant shall forward it to the National Center for Safe Routes to School who tabulates the results free of charge. The surveys will show what the safety issues are and provide information useful in tailoring encouragement, education and enforcement programs. Consultant shall incorporate the information into the plans. A second survey, the student survey, will be provided as a form to each school that will be administered to students by the teachers. The survey will occur in the “homeroom” class, or the first class of the day so each student is accounted for only once. The Consultant shall collect and analyze this tally data, and incorporate the information into the plans. In addition, the Consultant shall post an online survey on Survey Monkey, where parents, students, teachers and others can note their issues, concerns, routes, locations of safety issues and suggestions for improving routes.

Exhibit A – Scope of Work

Task 3.9(b) Four Neighborhood Charrettes and Tours

Consultant shall organize and coordinate programs with stakeholders that at a minimum include:

1. Identify Existing Travel Patterns around Schools

Consultant shall implement surveillance programs for participants for the purpose of observing either drop off or pick up at each school. Consultant shall also collect information regarding travel patterns around the schools during the school site audits. Consultant shall look for safety issues such as speeding, double parking, kids running between cars, and others.

2. Identify/Discuss Key Elements of Safe Streets and Safe Routes to School Program

Consultant shall conduct workshops that motivate stakeholders to commit to the development of Safe Routes to School (SRTS) program with the goal of make walking and bicycling to school safer for children and to increase the number of children who choose to walk and bicycle. In addition, the workshop will explain how an SRTS program can enhance children's health and well-being, ease traffic congestion near the school, improve air quality and improve community members' overall quality of life. The workshops will provide a framework for establishing a SRTS program based on what has worked in similar communities.

Consultant shall identify individuals who want to make walking and bicycling to school safe and appealing to children. These stakeholders may be interested in SRTS in a single school or district-wide or at another level—community wide. Each has potential benefits; for example, a school districtwide group could create policies that would impact all schools while a school-specific group could work on detailed issues relating to that school and dedicate more resources to that one location.

Consultant shall also identify groups where an SRTS program is a natural fit, such as school district safety committee, PTA, school site council, wellness council or a pedestrian and bicycle advisory board. Consultant shall involve children and teen in the SRTS Program to learn what is important to them with respect to their journey to school and around their neighborhood.

In order for San Marino to have a flourishing and effective SRTS program, Consultant shall identify program champions who have the enthusiasm and time to provide promote the program.

The workshops will create a vision and to generate next step with the focuses on the positive — what they would like to have — rather than what is wrong. Consultant shall conduct workshops on SRTS programs to include issues and strategies related to enforcement, education, encouragement and evaluation. Consultant shall discuss the appropriate next steps and best way to work toward the vision.

Walkability and Bikeability School Audits

Consultant shall define walkability and bike-ability in the context of the targeted community.

Exhibit A – Scope of Work

Consultant shall conduct a pre-assessment questionnaire that will answer the key questions related to evaluating walkability and bike-ability in the community: what, where, why and how. The success of the final product relies on comprehensive audits.

After completing the Pre-Assessment Questionnaire, Consultant shall conduct the field assessment to identify areas around the school community. The first step in a successful field assessment is having a broad range of stakeholders: Consultant shall recruit people with strollers, people in wheelchairs or other mobility challenges, older adults, law enforcement, road agent/town engineer, school staff member, local bike shop, local bicycle and walking club members, parents, students etc.

Consultant shall determine the locations and the routes as well as the time of day so if heavy traffic volume or particularly dangerous speeds/conditions they can be reviewed during the times when the conditions are prevalent. If there are multiple locations, Consultant shall organize teams with assigned roles such as: team leader, observers, photographer and note taker. After returning from the field, assessment team will meet as a whole group and discuss what was seen while it is fresh in their minds.

After documenting existing conditions, it will be time to conduct the Post-Assessment Questionnaire and develop an action plan to summarize what was seen, prioritize opportunities that could improve pedestrian and bicycling conditions, and identify next steps for making improvements.

Consultant shall organize all the information collected from assessments and the Post-Assessment Questionnaire into an action plan, as approved by the SCAG Project Manager that will include:

- Summary of goals and objectives;
- Summary of responses from Pre-Assessment Questionnaire;
- Summary of the areas that have the highest and lowest ratings and with explanation of why;
- Photos any areas of note; and
- Identification of the top priority issues to solve.

Identification of Routes, Problem Areas, Traffic Hazards and Hot Zones

Members will review their assessments from the Walkability and Bike-ability School Audit and mark up maps with specific locations of the problem areas, traffic hazards and hot zones (crime, bullies, and street vendors). In addition input will be asked for suggested safe route to school.

Youth Identification of Routes, Problem Areas, Traffic Hazards and Hot Zones

Consultant shall organize in-classroom activities that engage 5th and 6th graders to review the traffic/transportation environment around their school and on the commute to and from school. Students will participate in reviewing maps of available routes to school and be asked to identify unsafe passages. In addition, the exercise will serve as survey to determine who walks and/or bicycles to school and the reasons they do and the reasons they do not. In addition to the information sought, Consultant shall use the opportunity to provide pedestrian and bicycle safety education to the students.

Exhibit A – Scope of Work

Consultant shall prepare a report of the findings with recommendations needed to develop a Safe Streets and Safe Routes to School. The finding will be presented in a PowerPoint presentation so as to best describe the process and the findings to the City of San Marino City Council, Traffic Commission, and San Marino Unified School District, law enforcement agencies, community groups/organizations, business community/organizations, neighborhoods and other relevant stakeholders.

Task 3.9(c) Presentations

Consultant shall develop three conceptual and planning alternatives for the charrette presentations, as well as GIS, conceptual renderings, planning drawings, technical consulting, and general infrastructure expertise. The renderings will show the conditions after construction and ten years later, where applicable. One Synchro Sim-Traffic simulation model will be provided for a location where traffic and pedestrian count information is available.

Consultant shall present the findings and recommendations to the City of San Marino Traffic Advisory Commission and the San Marino Unified School Board.

TASK 3 DELIVERABLES

Deliverables: Organize four (4) educational and awareness workshops
Deliverables: (a) Two (2) School-Based Meeting for Plan Development
(b) Four One-Day Neighborhood Charrettes and Tours
(c) Presentations to Traffic Advisory Commission and SMUSD Board.

Task 4: Draft and Final Plan

TASK 4.1 PLAN DEVELOPMENT AND OUTLINE

Consultant shall prepare an outline of the Huntington Drive Safe Streets Corridor Plan and a list of additional questions, concerns, or critical issues that emerged during the planning and charrette workshops.

TASK 4.2 ADVISORY GROUP MEETING #3

Consultant shall meet with the Advisory Group to discuss the outline, resolve any pending issues, and review concepts.

TASK 4.3 ADMINISTRATIVE DRAFT PLAN

Consultant shall prepare and circulate an administrative draft Plan that will include recommendations, and development standards for improved road safety and operations, pedestrian, bicycle, and transit facilities, and enhanced safety features and streetscapes. The Plan will also contain a record of the planning and charrette process, timing and prioritization for implementation of the recommendations, and potential funding sources.

Exhibit A – Scope of Work

TASK 4.4 DRAFT PLAN COMMENTS

Consultant shall collect all comments received from the Advisory Group and stakeholders and provide a comprehensive set of consistent comments to the project team.

TASK 4.5 FINAL COMMUNITY FEEDBACK

Consultant shall make a final presentation of the Draft Plan through the Traffic Advisory Commission and solicit final feedback.

TASK 4.6 FINAL PLAN

Consultant shall finalize the plan.

TASK 4.7 PRESENT PLAN TO POLICY MAKERS

As approved by the SCAG Project Manager, Consultant shall present the Plan at a City Council meeting to consider for adoption and for incorporation into work programs. As approved by the SCAG Project Manager Consultant shall also present the Plan to the School Board.

TASK 4 DELIVERABLES

1. Draft Plan outline
2. Advisory group meeting materials
3. Draft Plan
4. Presentation of draft Plan and meeting materials.
5. Final draft Plan and maps.
6. Presentation to City Council and School Board.

Task 5: Reporting and Invoicing Administration

TASK 5.1 REPORT PAYMENT SCHEDULE, MONTHLY PROGRESS REPORTS, ACCOUNTING AND INVOICING

Consultant shall submit monthly project reports and invoices to SCAG's Project Manager following a format and in a time frame as approved by the SCAG Project Manager.

TASK 5.2 QUARTERLY REPORTS

Consultant shall prepare quarterly reports and submit them to SCAG Project Manager for approval.

TASK 5 DELIVERABLES

1. Monthly progress reports and invoices.
2. Quarterly reports

Deliverables shall be provided in accordance with Exhibit B, Schedule.

EXHIBIT B
Schedule

Exhibit B – Schedule

SCHEDULE

Task/Subtask	Mar-2016	Apr-2016	May-2016	Jun-2016	Jul-2016	Aug-2016	Sep-2016	Oct-2016	Nov-2016	Dec-2016	Jan-2017	Feb-2017	Mar-2017	Apr-2017	May-2017	Jun-2017	Jul-2017	Aug-2017	Sep-2017
Task 1: Project Coordination																			
1.1 Project Kick-off Meeting																			
1.2 Project Implementation Plan																			
1.3 Project Schedule																			
1.4 Project Team Coordination																			
Task 2: Collect & Review Existing Data																			
2.1 Collect Data on Existing Conditions																			
2.2 Prepare GIS Base Maps																			
Task 3: Public Participation and Stakeholder Outreach																			
3.1a Public Outreach Plan																			
3.1b Public Outreach Report																			
3.2 Assemble Ad Hoc Advisory Group																			
3.3 Advisory Group Presentation (Initial) Meeting																			
3.4 Advisory Group Meeting #1																			
3.5 Produce and Distribute Outreach Material																			
3.6 Media Outreach																			
3.7 Advisory Group Meeting #2																			
3.8 Education & Awareness Workshops																			
3.9a Community Meetings																			
3.9b Charrettes and Community Tours																			
3.9c Present findings to agencies																			
Task 4: Draft and Final Plan																			
4.1 Plan Development and Outline																			
4.2 Advisory Group Meeting #3																			
4.3 Administrative Draft Plan																			
4.4 Draft Plan Comments																			
4.5 Final Community Feedback																			
4.6 Final Plan																			
4.7 Present Plan to Policy Makers																			
Task 5: Reporting and Invoicing Administration																			
5.1 Report Payment Schedule, Monthly Progress Reports																			
5.2 Quarterly Reports																			

EXHIBIT C
Line Item Budget

KOA Corporation
 1100 Corporate Center Drive, Suite 201
 Monterey Park, CA 91754
 323-260-4703

LINE ITEM BUDGET

Title of Project: City of San Marino's Huntington Drive Safe Streets

RFP Number: 16-014

Cost Categories	Maximum Hourly Rate	Task 1		Task 2		Task 3		Task 4		Task 5		Grand Total (All tasks)	
		Project Coordination		Collect and Review Existing Data		Public Participation and Stakeholder Outreach		Draft and Final Plan		Reporting and Invoicing Administration			
		Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount
Direct Labor Classification(s):													
Joel Falter - Principal Planner	\$90.00	6	\$540	4	\$360	2	\$180	4	\$360	12	\$1,080	28	\$2,520
Walter Okitsu - Project Manager	\$68.00	105	\$7,140	12	\$816	64	\$4,352	24	\$1,632	40	\$2,720	245	\$16,660
Frank Benavidez - Senior Engineer	\$59.00			10	\$590			10	\$590			20	\$1,180
Ivy Hwang - Associate Planner	\$31.00			40	\$1,240	40	\$1,240	13	\$403			93	\$2,883
Albert Kam - Associate Designer	\$29.00			2	\$58	40	\$1,160	43	\$1,247			85	\$2,465
Frank Gomez - Assistant Planner	\$26.26			20	\$525	40	\$1,050	4	\$105			64	\$1,681
Nikita Choi - Landscape Graphics	\$25.25					40	\$1,010	40	\$1,010			80	\$2,020
Barbara Martinez - Administrator	\$33.60	21	\$705.60							30	\$1,008	51	\$1,714
Subtotal - Direct Labor		132	\$8,386	88	\$3,589	226	\$8,992	138	\$5,347	82	\$4,808	666	\$31,122
Overhead & Fringe (inc G&A):													
	%												
Overhead	97.51%		\$8,177		\$3,500		\$8,768		\$5,214		\$4,688		\$30,347
Fringe	54.79%		\$4,594		\$1,967		\$4,927		\$2,930		\$2,634		\$17,052
Subtotal - Overhead & Fringe (inc G&A):			\$12,771		\$5,466		\$13,695		\$8,144		\$7,323		\$47,399
Fixed Fee	10.00%												
Subtotal - Fixed Fee:			\$2,116		\$906		\$2,269		\$1,349		\$1,213		\$7,852
Other Direct Costs (ODCs)													
Mileage and Parking							1,400						\$1,400
Meeting Materials							530						\$530
Subtotal - ODCs:							\$1,930						\$1,930
Subconsultant(s)*													
Safe Moves							\$54,615						\$54,615
Subtotal - Subconsultant(s):							\$54,615						\$54,615
GRAND TOTAL		132	\$23,273	88	\$9,961	226	\$81,502	138	\$14,840	82	\$13,344		\$142,919

EXHIBIT D
Contract Funding/Expenditure Summary

Exhibit D - Contract Funding/Expenditure Summary

1 Original (base) Award:

Contract Number	Project Number	Funding Period		Funding		Funding Amount	Expenditure Amount
		From	To	Source	%		
16-014-C1	145.SCG03831C.01	NTP	06/30/16	FTA 5304 Caltrans Planning Grant	100	\$35,000	TBD

2 Amendment(s):

#	Project Number	Funding Period		Funding		Funding Amount	Expenditure Amount
		From	To	Source	%		
Total Contract Funding Amount to Date:						\$35,000	
<i>This total is a cumulative of the numbers shaded above, which represents the anticipated budget allocated for Fiscal Year 2015-2016.</i>							
Total Contract Value to Date:						\$142,919	

3 Purchase Order Number: PO-004215 **Vendor Number:** V000585

EXHIBIT E
Spatial Data/Metadata Requirements

Exhibit E - Spatial Data/Metadata Requirements

The following are fields required for documentation of data received by SCAG. The metadata documentation follows that presented in FGDC-STD-001-1998 "Content Standard for Digital Geospatial Metadata," commonly referred to as the FGDC standard.
<http://www.fgdc.gov/metadata>

A number of these metadata fields require prior consideration between SCAG and contractors before data acquisition or collection begins. These are:

1. Progress

SCAG requires that a contractor indicate the anticipated progress of all datasets upon project completion. Explanations should be prepared for any datasets that are not complete at the close of the contract.

2. Access Constraints

Any anticipated constraints on access to datasets need to be documented and agreed to by SCAG before data collection or acquisition begins. Any licensing requirements should be spelled out here.

3. Use Constraints

Any anticipated constraints on use of data sets need to be documented and agreed to by SCAG before data collection or acquisition begins. Any licensing requirements should be spelled out here.

4. Security Classification

Any anticipated sensitivities of the data set or security implications of the dataset need to be documented and agreed to by SCAG before data collection or acquisition begins. This applies to general sensitivity issues and not strictly national security classification systems. For example, SCAG needs to know that the data being collected is sensitive to the extent that it should not be displayed at large scales on the Internet.

5. Native Data Set Environment

The data set format needs to be documented and agreed to by SCAG before data collection or acquisition begins. SCAG works primarily with standard ESRI formats like shapes and coverages.

6. Attribute Accuracy Value

The accuracy of attributes needs to be documented and agreed to by SCAG before data collection or acquisition begins. For example, if elevations are being collected SCAG needs to be informed that they will be plus or minus 50 feet.

7. Horizontal Positional Accuracy Value

The horizontal positional accuracy needs to be documented and agreed to by SCAG before data collection or acquisition begins. For example, if point locations are being recorded from a GPS receiver, SCAG needs to be aware that 90% of the points are within 30 meters of true ground position.

8. Source Currentness Reference

SCAG needs to be informed if the currentness reference is not ground condition. The currentness reference is the basis on which the time period content is determined. The date of the data set can be based on a number of things such as publication date, release date, or delivery date. An example

Exhibit E - Spatial Data/Metadata Requirements

would be the 2000 Thomas Brothers centerline file. The date usually associated with this file is the year indicated on the "Thomas Guide" that the digital data was used to create. It is much more likely that the data actually represents some time in 1999, since the books came out in time for Christmas 1999. The currentness reference in this case could be Thomas Guide title date.

9. Horizontal Coordinate System Definition

SCAG needs to know and agree to the data projection. It would be very unusual to accept a projection that does not have standard parameters. Data will most often be required in North American Datum 1983 UTM zone 11. The parameters for this projection are:

Projection: Transverse Mercator
Parameters
False Easting 500000.0000000
False Northing: 0.0000000
Central Meridian: -117.0000000
Scale_Factor: 0.999600000
Latitude of Origin: 0
Linear Unit: Meter (1.000)
Geographic Coordinate System:
Name: GCS_North_American_1983
Angular Unit: Degree (0.017453292519943295)
Prime Meridian: Greenwich (0.0000000000000)
Datum: D_North_American_1983
Spheroid: GRS_1980
Semimajor Axis: 6378137.0000000000000
Semiminor Axis: 6356752.314140356100
Inverse Flattening: 298.2572221010000200

SCAG also requires all codes used in any spatial data set to be provided in an agreed upon electronic format.

The FGDC standard for data documentation is a very complete standard covering every kind of spatial data. What follows are the items for metadata documentation in datasets typically received at SCAG. Generally SCAG receives data pertaining to phenomena on the earth's surface in a vector form of points, lines, or polygons. Other types of data, which might include such forms as raster data and imagery data or some theme as subsurface water depth, would require reconsideration of some of the specific items required. The types of metadata information outlined at the first and second levels below are required of all data.

The outline numbers are from FGDC-STD-001-1998 "Content Standard for Digital Geospatial Metadata." The actual fields that require input are underlined

1. Identification Information

1.1 Citation

Exhibit E - Spatial Data/Metadata Requirements

1.2 Description

1.2.1 **Abstract** – Brief narrative summary of the dataset (Required)

1.2.2 **Purpose** - Intentions for which the dataset was acquired/developed (Required)

1.2.3 **Supplemental Information** – Any information not elsewhere documented that will give insight into the dataset. (Optional)

1.3 Time Period of Content

1.4 Status

1.4.1 **Progress** – The state of the data set. An explanation is required if the final progress for a dataset received due to a contract is not “Complete.” (Required).

1.4.2 **Update Frequency** – The frequency with which changes to the dataset are made (Required).

1.5 Spatial Domain

1.5.1 Bounding Coordinates

1.5.1.1 **West** - Most Western boundary (Required – SCAG will accept in Projection Units if a standard projection is used).

1.5.1.2 **East** - Most Eastern boundary (Required – SCAG will accept in Projection Units if a standard projection is used).

1.5.1.3 **North** – Most Northern boundary (Required – SCAG will accept in Projection Units if a standard projection is used).

1.5.1.4 **South** – Most Southern boundary (Required - – SCAG will accept in Projection Units if a standard projection used).

1.6 Keywords

1.6.1 Theme

1.6.1.2 **Theme keyword/s** – Keyword or words describing theme (Required)

1.6.2 Place

1.6.2.1 **Place keyword/s** – Keyword or words describing location (Required)

1.7 **Access Constraints** – Restrictions and legal prerequisites for accessing the dataset (Required)

Exhibit E - Spatial Data/Metadata Requirements

1.8 Use Constraints – Restrictions and legal prerequisites for using the data after access is granted (Required).

1.9 Point of Contact

1.12 Security Information

1.12.2 Security Classification – Any restrictions imposed by national security concerns. Must be agreed upon before data acquisition. SCAG will accept non-traditional evaluations of confidentiality that a contractor may deem appropriate. A dataset for example may be classified “may be inappropriate for display on Internet at large scales.” These evaluations are for security concerns not data quality concerns. (Required)

1.13 Native Data Set Environment – Software and format in the producers processing environment. The contractor is considered the producer even if data has been acquired from another source. (Required)

2. Data Quality Information

2.1 Attribute Accuracy

2.1.1 Attribute Accuracy Report – an explanation of the accuracy of assigned values in the data set (if applicable)

2.1.2 Quantitative Attribute Accuracy Assessment

2.1.2.1 Attribute Accuracy Value – an estimate of the accuracy assigned values in the data set (if applicable)

2.1.2.2 Attribute Accuracy Explanation – and identification of the test that produced the Attribute Accuracy Value (if applicable)

2.4 Positional Accuracy

2.4.1 Horizontal Positional Accuracy

2.4.1.1 Horizontal Positional Accuracy Report – an explanation of the accuracy of the horizontal coordinate measurements (if applicable)

2.4.1.2 Quantitative Horizontal Positional Accuracy Assessment

2.4.1.2.1 Horizontal Positional Accuracy Value – numeric value assigned to summarize the accuracy of the horizontal coordinate measurements (Required)

2.4.1.2.2 Horizontal Positional Accuracy Explanation – the test that produced the Horizontal Positional Accuracy Value (if applicable)

Exhibit E - Spatial Data/Metadata Requirements

2.5 Lineage

2.5.1 Source Information

2.5.1.1 Source Citation

2.5.1.2 Source Scale Denominator – the denominator of the representative fraction of the source map or the scale representative of the accuracy of the digital product (e.g. a scale of 1:24,000 is 24000) (Required)

2.5.1.3 Type of Source Media – media of the source dataset (if applicable - digitized data would have the Type of Source Media reported as “paper”)

2.5.1.4 Source Time Period of Content

2.5.1.4.1 Source Currentness Reference – The basis on which the time period content (9.1.1 Calendar Data, or 9.3.1 Beginning Date/9.3.3 Ending Date) is determined. Most acceptable is “ground condition.” This feature/condition existed on the ground in the time period specified. Other currentness references (publication date, date acquired from agency,) need to be discussed with SCAG. (Required).

3. Spatial Data Organization Information

3.1 Indirect Spatial Reference – name of means through which locations are referenced in the dataset. Pertains to mechanisms like geocoding addresses or linear referencing systems. (if applicable)

3.2 Direct Spatial Reference – type of object used to represent space in the data set (e.g. Point, Line, Polygon) (Required)

4. Spatial Reference Information

4.1 Horizontal Coordinate System Definition

4.1.1 Geographic

4.1.1.1 Geographic Coordinate Units (Required if geographic)

4.1.2 Planar

4.1.2.1 Map projection

4.1.2.1.1 Map Projection Name (Required if planar system, if standard projection is

Exhibit E - Spatial Data/Metadata Requirements

used place it here. Most acceptable is NAD_1983_UTM_Zone_11N.)

4.1.2.2 Grid Coordinate System (Required if planar system and not standard)

4.1.2.3 Planar Coordinate Information

4.1.2.3.1 Planar Distance Units (Required if planar system and not standard)

4.1.4 Geodetic Model

4.1.4.1 Horizontal Datum Name (Required if not standard)

4.1.4.2 Ellipsoid Name (Required if not standard)

5. Entity and Attribute Information

5.1 Detailed Description

5.1.1 Entity Type (for each)

5.1.1.1 Entity Type Label – the name of the entity type (e.g. integer, text)(Required)

5.1.1.2 Entity Type Definition – the definition of the entity type (if necessary)

5.1.1.3 Entity Type Definition Source – the source of the definition (if necessary)

5.1.2 Attribute (for each)

5.1.2.1 Attribute Label – Name in file (Required for non-standard attributes. Standard attributes are those produced by software. For example, a polygon coverage produced by ESRI software will have such fields as perimeter and area that are created and maintained by the system)

5.1.2.2 Attribute Definition – What the attribute represents (Required for non-standard attributes)

5.1.2.3 Attribute Definition Source – Authority of the field definition. This could be a citation to a document or the group responsible for the field. (e.g. The U.S. Census Bureau is the authority for the definition of the field P1 which is Population) (Required for non-standard attributes)

5.1.2.4 Attribute Domain Values

5.1.2.4.1 Range Domain

5.1.2.4.1.1 Attribute Units of Measure – the standard of measurement (Required if range)

Exhibit E - Spatial Data/Metadata Requirements

5.1.2.4.1.2 Attribute Measurement Resolution – the smallest unit to which an attribute value is measured (if applicable)

5.1.2.4.2 Codeset Domain Codes – must be supplied in a digital file

5.1.2.4.2.1 Codeset Name (Required if codeset)

5.1.2.4.2.2 Codeset Source (Required if codeset)

5.1.2.5 Attribute Value Accuracy Information

5.1.2.5.1 Attribute Value Accuracy – an estimate of the accuracy of attribute values (Required if applicable)

5.1.2.5.2 Attribute Value Accuracy Explanation – how the Attribute Value Accuracy was derived (Required if applicable)

5.1.2.6 Attribute Measurement Frequency – the frequency that the measurements are added (Required if applicable)

6. Metadata Reference Information

6.1 Metadata Date – the date the metadata was created or last updated (Required)

6.2 Metadata Contact – the party responsible for the metadata information. (Required)

7. Citation Information

7.1 Originator – name of organization or individual that developed the dataset (Required).

7.2 Publication Date – the date the data was published or made available for release (Required).

7.3 Other Citation Details (Optional)

8. Time Period of Content

8.1 Single Date/Time – the year or portion of year (e.g. month) for which the data corresponds to the Currentness Reference. SCAG does not anticipate that time will be a factor in metadata for information typically collected for this agency.

8.1.1 Calendar Date – the year and optionally month (Required if not reported within 9.3 Range of Dates/Times)

8.2 Range of Dates/Times – the range of years or portion of years (e.g. month) for which the data corresponds to the Currentness Reference. SCAG does not anticipate that time will be a factor in

Exhibit E - Spatial Data/Metadata Requirements

metadata for information typically collected for this agency.

8.2.1 Beginning Date – the first year and optionally month (Required if not reported as 9.1.1 Calendar Date)

8.2.2 Ending Date – the last year and optionally month (Required if not reported as 9.1.1 Calendar Date)

9. Contact Information

9.1 Contact person primary

9.1.1 Contact Person (Required if person is best mechanism to report contact)

9.1.2 Contact Organization (Required if person is best mechanism to report contact)

9.2 Contact Organization (Required if not reported as 10.1 Contact person primary)

9.3 Contact Voice Phone (Required)

9.4 Contact Fax Phone (Optional)

9.5 Contact E-mail (If available)

9.6 Contact Instructions – supplemental information, which might include web sites and other mechanisms for contact (Optional).

EXHIBIT F
Graphics Requirements for Consultants

Exhibit F - Graphics Requirements for Consultants

For the Web

Please provide in the following:

- All Documents in PDF format
- All Graphics in JPEG format, 72 dpi, RGB mode for photos
- All Logos in EPS format **and** GIF or PNG format for use on the web
- Include all original high-resolution graphics and fonts that were used to create the web page or layout
- If in HTML format, provide HTML documents/templates and all supporting CSS, GIFs and JPEGs

For Print Projects

Documents

Acceptable formats: Save files in Microsoft Word, InDesign or QuarkXpress (InDesign/Quark files for Windows are preferred)

- Be sure to include all fonts and imported JPEG, TIFF and EPS files
- Provide a PDF of the final document layout
- Provide a hard copy of the document in color
- Be sure to include all fonts – printer and system fonts

Photos Used in the Document

Be sure to provide high-resolution version of all photos for print use.

- Color photos – 300 dpi, CMYK scans in TIFF format or high resolution JPEGs
- Black and white 300 dpi Grayscale scans
- Include all composited photo collages or graphics such as layered Photoshop (.psd) files
- Photo credits: who took the photos, the location, appropriate captions

Charts/Graphs

- Be sure to include all linked files when providing Microsoft Excel files.

Logos and Other Graphics

- EPS files are preferred. When EPS is unavailable, high-resolution TIFF files may also be used.
- Include postal information such as bar codes, etc.

Photos of Meetings/Events/Location Shot

- We request that consultants provide SCAG with copies of all photos taken at subregional meetings, conferences, or project sites. High-resolution TIFF or JPEG files from a digital camera are preferred. Files may be sent on Flash drive disc or DVD-ROM. Traditional photo prints and high-resolution scans are also acceptable.

Media Preference (if not sent via e-mail)

- Flash drive
- DVD-ROM (formatted for PC)

Documentation

- Be sure to include a directory list of the files

Exhibit F - Graphics Requirements for Consultants

- Be sure to provide specific directions about printing the project including quantity, size, paper stock (weight and color), color (Pantone, CMYK, B/W), one or two-sided printing, varnish, bleed, trim, and binding
- Be sure to include your contact information (telephone, fax and e-mail). We want to be able to contact you if we have specific questions or are missing files. Please provide us with deadline and delivery instructions.

Files may also be e-mailed to: hart@scag.ca.gov Attn: Carolyn Hart. Please make sure that e-mailed files are not larger than five megabytes. Files may also be compressed using WinZip or other compression software.

EXHIBIT G
Web Policies & Guidelines for Consultants

Exhibit G - Web Policies & Guidelines for Consultants

1. Tools and Requirements

Web staff uses these tools and applications for development and maintenance of SCAG's site:

- Adobe Dreamweaver
- Adobe Photoshop
- Adobe Fireworks
- Javascript
- jQuery
- ColdFusion 6 (used for developing database-driven websites or applications)
- ASP, ASP.Net
- Perl
- Cascading Style Sheets
- SCAG uses IIS6

2. Web Development Process

Document Preparation:

- All documents should be converted to PDF and forwarded electronically to the Web staff. All PDF files should be optimized for fast download.
- All software produced should be provided to SCAG with ANSI (American National Standards Institute) compliant documentation. See www.ansi.org.
- Accessibility for Disabled Users. SCAG strives to make all of its Web resources accessible to persons with disabilities in accordance with Federal law (Section 508). Development of new content must meet Level 1 requirements. See Web Accessibility section. For more information refer to www.w3.org/TR/WAI-WEBCONTENT/

3. Technical Standards

File Format:

- Text. Normal text on a Web page ensures the widest compatibility and fastest download. It also assists search engines in indexing information on the website. Be sure to allow sufficient white space for good readability. Avoid italicized fonts, as they are difficult to read.
- Multimedia. Unless necessary, keep audio and video files to a minimum. If used, subtitles and/or a text transcript describing what was attached must be provided to Web staff. See the Accessibility section for more information.
- A copy of the source code must be provided.
- Graphics. All graphics must be approved by the Graphics Department and conform to SCAG's standard layout and design. Requests for new graphics should be coordinated directly with Carolyn Hart and meet these requirements:
- Avoid excessive use of graphic elements. Keep amount of text and graphics to a minimum for easy viewing (less scrolling) and shorter download time. Break longer text documents into multiple pages.
- If using images that serve a purpose on the page be sure to include a text description in the ALT attribute so that visually impaired users can read the images. Refer to Web Accessibility section.

Exhibit G - Web Policies & Guidelines for Consultants

- Graphics must be in JPEG format, 72 dpi, and RGB mode for photos.
- All logos must be in EPS format.
- Include all original higher resolution graphics and fonts that were used to create the Web page or layout.

Link to SCAG's site:

- All newly designed sites must include SCAG's URL, www.scag.ca.gov on the main page for easy navigation. SCAG's URL should be prominently displayed at the top of each page.

Templates:

- SCAG standard layout and design templates must be used to maintain a consistent look and feel of the website.

4. Quality Assurance Testing

- Conduct testing against specifications. Ensure that new development works as planned. Fix bugs and limit changes here to bugs, unless absolutely important.
- Web Browser compatibility testing. Check to make sure that content is fully compatible with major Web browsers which include Internet Explorer 7+, Firefox, Safari, Chrome and Lynx (text based browser).
- Spell check. Make sure there are no spelling errors on the new content. Use Dreamweaver's built-in link check tool or purchase a third party service such as NetMechanic.
- Check for usability. Is the newly developed content understandable and intuitive?
- Accessibility check. Check the content against the Accessibility checklist provided. Do the changes meet the requirements outlined in the checklist?

5. Production Process

Final testing/posting

- Once the site has been approved, it will be transferred to SCAG's Web server. Web material will be posted/accepted only upon final review and approval by SCAG Web staff.

EXHIBIT H
Mapping Guidelines for Consultants

Exhibit H – Mapping Guidelines for Consultants

This document sets out some basic guidelines and “rules of thumb” that should always be considered whenever consultant creates maps for SCAG-related projects. The guidelines cover three major areas: procedural or process, physical presentation, and data presentation.

The main points of the procedural guidelines can be summarized as the need to work, early on, with other key staff and stakeholders. GIS, Web, and graphic staff can offer valuable information. Key members of the intended audience can often provide important issues that the map(s) should address.

Physical presentation covers basic required map elements, e.g., SCAG logo, titles, aesthetics, geographical extents and use of insets.

The guidelines for data presentation provide strategies for bringing out the “story” embedded in the data. They cover such things as proper geographical scale, using the correct statistic, and how to summarize the data into meaningful groups.

QUICK SUMMARY OF GUIDELINES

The following guidelines apply to maps that are being created to represent the SCAG region. However, many of these principles are applicable to non-regional maps.

Procedures

1. Talk to stakeholders about their issues to make sure the map adequately addresses them.
2. Work with the Web staff and graphics if the map is going to be posted on SCAG web site or published by an outside printer.

Physical Presentation

3. Always include the basic map elements (e.g., titles, scale bar, legend, etc.) – Map templates are available upon request.
4. The map should visually extend beyond the SCAG boundaries in order to show the surrounding geographies (e.g., Arizona, Mexico, etc.)
5. If using insets, try to use consistent legends for the insets and the main map.
6. Maps about regional data need to show, even if only as an inset, the complete region.

Data Presentation

7. Data distributions should determine how the map should look. Do not automatically use the same map layout for all data. Sometimes different data need to be displayed differently to make an effective presentation.
8. Design the map to “show off” the data. Make obvious relationships apparent do not use statistics that hide them.
9. Take the time to determine how to group the data for displaying.
10. Choose a level of geographic detail that best shows the data and takes into consideration the actual size of the map that will be viewed.
11. Make the map easy to understand.
12. Try not to create too many categories for thematic maps (e.g., 30 land use categories)

Exhibit H – Mapping Guidelines for Consultants

DISCUSSION OF GUIDELINES

1. Communicate with stakeholders

Communicate with stakeholders throughout the region to determine what issues they may have that are related to the report the maps will be a part of. Maps that provide information about these issues should be sensitive to the stakeholder's geographic area. For that area, make sure the data is adequately displayed. This may solve more problems than any cartographic solution.

Imperial County, for example, may have an issue with the non-English speaking population. If this is displayed as a density, i.e., non-English speaking population per square mile, Imperial County concentrations will not show up. This is because of their low overall population density compared to the rest of the region. The data may better be displayed as the percentage of the total population who are non-English speaking. Then, even in parts of the region that have little population, high percentage areas will be apparent on the map.

2. Make maps Web and publication friendly.

Many SCAG maps will eventually be displayed on the SCAG Website. Work with the Web staff and Graphics early on to make sure that maps are prepared with Web display in mind. Check with Graphics if the maps need to be inserted into a document for publication, especially by an outside printing agency.

3. Basic elements that every map should contain:

- Title
- Legend
- SCAG logo
- Date
- North arrow
- Scale bar
- Source of data

4. SCAG region maps should include areas immediately outside of the region

Maps need not include all the data for areas outside the SCAG region but major features such as highways should be included. When practical, the surrounding counties should be labeled. There should be enough differentiation in color schemes and shadings to make it obvious to the viewer that these are peripheral areas and not the focus of the map.

5. Try to use consistent legends for the main map and any insets

In general, a consistent classification scheme needs to be used for both the main map and any insets in the map. If they use different legends, great care needs to be taken to include readable legends for both the main map and any insets. For example, color gradations can be created that show distributions on the low end of the range, used for the main map, and the high end of the range, used for the inset.

6. The map needs to show the complete region

If the map is about regional data then the map needs to show the complete region. If the data is highly concentrated in a small area of the region then one should show the region as an inset with an indication of what part of the region is being displayed on the main map.

Exhibit H – Mapping Guidelines for Consultants

The main map can show the concentration with an inset showing the regional context or the main map can show the region with concentrations in insets. It all depends on the nature of the distribution and the information the author wants the map to convey. An example would be a map of textile employment. Textile employment has a large concentration in downtown Los Angeles. The main map could focus on downtown with an inset showing where that map is in relation to the region. Then again, the main map may be the entire region with an inset showing the central business district. Both should be looked at to see which best conveys the message.

If a map is illustrating a report that applies to only a part of the region, say a corridor study, than the map should not be shown as a regional map. Although, an inset should be included to show where the “corridor” is in relation to the region.

7. Data distributions should dictate how the map is presented

In other words, do not use the same map over and over again, just changing the title and the variable mapped. That does not mean we should not develop a consistent look and feel for the maps, but that has more to do with using standard color schemes, fonts, logos, highway shields, etc. The area covered and the geographic distribution highlighted needs to be driven by the data rather than the convenience of mapping everything the same way. The maps for “Prime Agricultural Land” and “Density of Manufacturing Employment” should not emphasize the same areas. Prime agricultural land is obviously rural and decentralized while the density of manufacturing employment is urban and fairly concentrated.

8. Make obvious relationships apparent

Be careful not to display data in a manner such that obvious relationships are hidden. An example of this would be to display Hispanic population using a density per square mile rather than as a percentage of the total population. The percentage of Hispanics in many of the rural areas is quite high but this disappears when displayed as a density because the rural population density, in relation to the urban area, is very low.

Here is an example where using percentages may be inappropriate: The map is trying to show concentrations of potentially hazardous waste producing industries. One could show these as a percentage of total industries. In that case, areas that have a “dangerously high” number of these factories, but are in an area of extremely heavy concentrations of all types of manufacturing, would not stand out on the map. Here, it is the actual number of dangerous factories that matter, not their proportion; therefore, a simple count would be better than either a percentage or density.

9. Take the time to determine how to group the data

Do not just automatically group it into quartiles or quintiles (groups of four and five with equal numbers in each class). Think about the theoretical or practical reasons to classify the data a particular way. For example, if one is mapping housing density, 2.5 units per acre is a rule of thumb for urbanization, or 8 units per acre is a rule of thumb for multiple housing; these may be more meaningful cutoffs than just breaking the data into four equal groups. Another example: it may be more useful to display income data as above or below the poverty line or as a certain percentages above or below the regional average.

Often times the data will offer “natural breaks” that may have some underlying meaning. Looking at a simple frequency distribution will often show that the data is distributed in two or three major groups; this may be telling a story that would be buried by using groups of equal numbers.

Exhibit H – Mapping Guidelines for Consultants

10. Choose an appropriate level of geography

Put some thought into what is the most appropriate mapping unit. What level of geographic detail will best demonstrate the relationships the map is trying to show? If the map is trying to compare levels of economic growth among cities, it would be unsuitable to display data at the block level. Conversely, changes in land use displayed at the city level will not make much sense.

Also bear in mind the size of the map most likely to be viewed; a map that is going into a report cannot support the level of geographic detail that a full size 33 by 44 inch wall map can.

11. Always try to make the map easy to understand

Unless there is good reason for it, one should keep the number of groups to six or less. Six is about the maximum “differentiations” most people can carry in their head without having to keep jumping back and forth between the map and the legend. If more than six categories are being used, try to work with color schemes that are graduations or intuitive.

Color graduations are usually effective for handling a high number of groups. Color graduations are where one uses the same basic color, but it increases from light to dark as the value increases. These only work if the data being mapped is numeric, like quantities, densities, or percentages.

If the groups represent different classes of things (apples and oranges), not just more or less of the same thing, color graduations will not work. In this case, try to use colors that have an intuitive or everyday link with the item displayed. For example, if one is mapping land use, green would make sense for agriculture, blue for water.

SCAG has a set of standard colors for different types of land uses. It is suggested that these be used when mapping common land use classifications, e.g., low density residential, agriculture, etc. Contact the GIS staff at 213-236-1800 for a GIS layer file.

If some of the groups are related, use similar colors for them. An example would be a map showing high and low density residential and three types of industrial land uses. In this case, it would be a good idea to show the residential land in different shades of one color and the industrial land in gradations of another color.

Avoid making the map busier than it has to be. Do not add items to the map that are not necessary for the “story” it’s telling just to “jazz it up”. These generally end up being more of a distraction than useful. Examples of these would be making things 3-D when the third dimension does not represent any additional information, complicated textured fill patterns, e.g., cross-hatching, when simple fills would work, lots of different colors and texture combinations, and excessive labeling.

EXHIBIT I

Consultant Contract DBE Commitment

Consultant Contract DBE Commitment Form

1. Local Agency: Southern California Association of Governments (SCAG) 2. Contract DBE Goal: 0%

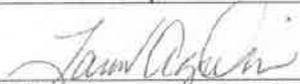
3. Project Description: Huntington Drive Safe Streets Corridor Plan

4. Project Location: San Marino, CA

5. Consultant's Name: KOA Corporation 6. Prime Certified DBE 7. Total Contract Award Amount: \$ \$142,919

8. Total Dollar Amount for ALL Subconsultants: \$54,615 9. Total Number of ALL Subconsultants: 1

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount

Local Agency to Complete this Section		14 TOTAL CLAIMED DBE PARTICIPATION	\$ <u>0</u> 0 %
20. Local Agency Contract Number: <u>16-014-C1</u>		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
21. Federal-Aid Project Number: _____			
22. Contract Execution Date: <u>3-23-16</u>			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			March 18, 2016
23. Local Agency Representative's Signature: 		15. Preparer's Signature	16. Date
24. Date: <u>3-23-16</u>		Walter Okitsu	March 18, 2016
25. Local Agency's Representative's Name: <u>Laura Aguilar</u>		17. Preparer's Name	18. Date
26. Phone: <u>213 236 1922</u>		Principal	
27. Local Agency Representative's Title: <u>Contracts Administrator</u>		19. Preparer's Title	

FOR SCAG USE:

- Distribution: (1) Original - Local Agency files
 (2) Copy - Email a copy to the Caltrans District Local Assistance Engineer (DLAE), Eric Samaniego (eric_samaniego@dot.ca.gov)
 (3) Copy - Include in award package to Caltrans District Local Assistance

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

Exhibit J
**Final Report-Utilization of Disadvantaged Business Enterprises
(DBE) and First-Tier Subconsultants**

Final Report-Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subcontractors

EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

1. Local Agency Contract Number		2. Federal-Aid Project Number		3. Local Agency		4. Contract Completion Date	
5. Contractor/Consultant			6. Business Address			7. Final Contract Amount	
8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments		13. Date Work Completed	14. Date of Final Payment
				Non-DBE	DBE		
15. ORIGINAL DBE COMMITMENT AMOUNT \$				16. TOTAL			

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
17. Contractor/Consultant Representative's Signature	18. Contractor/Consultant Representative's Name	19. Phone	20. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED			
21. Local Agency Representative's Signature	22. Local Agency Representative's Name	23. Phone	24. Date

DISTRIBUTION: Original - Local Agency. Copy - Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS
ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS**

1. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
2. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
3. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
4. **Contract Completion Date** - Enter the date the contract was completed.
5. **Contractor/Consultant** - Enter the contractor/consultant's firm name.
6. **Business Address** - Enter the contractor/consultant's business address.
7. **Final Contract Amount** - Enter the total final amount for the contract.
8. **Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
9. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
11. **DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
12. **Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
13. **Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
14. **Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
15. **Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
16. **Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
17. **Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
18. **Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
19. **Phone** - Enter the area code and telephone number of the person signing the form.
20. **Date** - Enter the date the form is signed by the contractor's preparer.
21. **Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
22. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
23. **Phone** - Enter the area code and telephone number of the person signing the form.
24. **Date** - Enter the date the form is signed by the Local Agency Representative.

EXHIBIT K
Contract Amendment Request Form



Instructions:

Contract Amendment Request Form (Request)

Requestor to complete section 1 (if Requestor is the SCAG Project Manager, complete section 1 and 2) and email this Request to the SCAG Contract Administrator, who will confirm receipt via email and provide further instructions. This Request only initiates the amendment process. SCAG must still approve an actual Contract Amendment (Amendment) that shall not become effective without the full execution by the Parties. **Such Amendment shall become effective no earlier than the date that SCAG received this Request. SCAG shall disallow any and all costs incurred by the Consultant prior to the effective date of an Amendment resulting from this Request.**

SCAG Contract No.: 16-014-C1

Consultant: KOA Corporation

1

Item(s) Requested to be Changed: (check all that apply and provide justification):				
<input type="checkbox"/> Contract Term From: _____ To: _____	<input type="checkbox"/> Line Item Budget (Price Sheet/Rate Structure) For changes to: D/L, ODCs or Subs	<input type="checkbox"/> Project Manager New Name: _____ Phone #: _____ Email: _____	<input type="checkbox"/> Scope of Work	<input type="checkbox"/> Other (Specify - in Justification)
Justification (attach additional sheet, if necessary):				

2

<input type="checkbox"/> Contract Amount \$ _____ \$ _____ (Only SCAG PM can request this) From To					
Justification - attach any supporting documentation, if applicable, with this Form, (i.e., correspondences between Consultant and SCAG PM):					
<input type="checkbox"/> Funding:					
Project Number(s)	Cost Category	Funding Source (FHWA/FTA/TDA)	%	Fiscal Year	Amount
<input type="checkbox"/> SCAG Project Manager: From: _____ To: _____					
<input type="checkbox"/> Other (specify and also provide justification):					
Request Approval:					
(Only required if the "Effective Date" is requested to be earlier than the date that the Contract Administrator received this Request)					
Title	Print Name	Signature	Date		
Project Manager					
Manager					
Director					
CFO	Basil Panas				

For SCAG Use Only

City of San Marino AGENDA REPORT



Allan Yung, MD, Mayor

Richard Sun, DDS, Vice Mayor

Steven W. Huang, DDS, Council Member

Steve Talt, Council Member

Richard Ward, Council Member

TO: MAYOR AND CITY COUNCIL

FROM: CINDY COLLINS, INTERIM CITY MANAGER

BY: [DANIEL S. WALL, PE. PARK & PUBLIC WORKS
DIRECTOR / CITY ENGINEER]

DATE: [OCTOBER 28, 2016]

SUBJECT: [**ROSE ARBOR DESIGN ALTERNATIVES**]

BACKGROUND

[On April 13, 2016 Council awarded an \$117,940.00 contract for the repair of the rose arbor. This contract was rescinded on July 29, 2016 by the Council, as the rose arbor was in much worse structural condition than was depicted in the scope of the construction contract.

Given the rose arbor's advanced and rapidly accelerating state of decay, replacement rather than repair is staff's recommended course of action. Replacement provides the opportunity to construct the rose arbor out of materials more durable than wood and to explore variations on the original design. Three design concepts have been prepared for the City Council's review and comment. Renderings and cost estimates for these alternatives will be presented to the City Council at the October 28, 2016, meeting.]

FISCAL IMPACT

[This item has no fiscal impact]

RECOMMENDATION

The Council is invited to review and comment on the design concepts and provide direction to staff.

City of San Marino AGENDA REPORT



TO: MAYOR AND CITY COUNCIL

FROM: CINDY COLLINS, INTERIM CITY MANAGER

BY: VERONICA RUIZ, CITY CLERK

DATE: OCTOBER 28, 2016

SUBJECT: **CALIFORNIA SENATE BILL 415 “VOTER PARTICIPATION” AND DIRECTION REGARDING TRANSITIONING OF CITY ELECTIONS TO A STATEWIDE ELECTION DATE**

Allan Yung, MD, Mayor

Richard Sun, DDS, Vice Mayor

Steven W. Huang, DDS, Council Member

Steve Talt, Council Member

Richard Ward, Council Member

BACKGROUND

On September 1, 2015, Governor Brown signed into law Senate Bill 415 (SB 415) “Voter Participation” (Attachment 1). Beginning January 1, 2018, cities and other political subdivisions must adopt a plan to hold their general elections on a statewide election date if voting on non-statewide election date has resulted in voter turnout being at least 25% below the average turnout in that jurisdiction in the previous four statewide general elections. Provided that the City Council adopts a transition plan by January 1, 2018, it may synchronize with any statewide election not later than November 8, 2022. Statewide election dates occur in June and November of each even-numbered year.

The purpose behind SB 415 is to increase voter turnout at City Council elections. The Public Policy Institute of California surveyed 350 California cities and found that moving the municipal elections to coincide with statewide elections could result in an increase of 20-36% voter turnout. The City of San Marino currently conducts its general municipal elections in November of odd-numbered years.

The City Clerk prepared an analysis to determine if this legislation requires the City to change its General Municipal Election date to coincide with statewide elections. The analysis takes the average voter turnout for the last four November statewide general elections in the City of San Marino (64%) and establishes the percentage the City is required to meet (48%) to avoid being required to change the date of the City Council elections. As shown in Exhibit A, the voter turnout for the last General Municipal Election held in the City of San Marino was 37.84%, clearly below the 48% voter turnout that would avoid being required to change the election dates under the legislation.

San Marino currently conducts its elections on the first Tuesday after the first Monday in November of odd-numbered years. This is not a statewide election date, and SB 415 requires the City to change the City Council election date to a statewide election date.

The County of Los Angeles conducts statewide elections in Los Angeles County. According to the bill analysis of SB 415, Los Angeles County expressed concern that the move by cities to hold their elections at the same time as the statewide election would exceed the capacity of its current voting system. This is

apparently the reason the legislation does not require an immediate change in municipal election dates. The County is set to unveil a new voting system for use as soon as 2020 that it believes will be able to accommodate municipal elections. For this reason, consideration should be given to postponing implementation of the new election dates until further information can be gathered with regard to this issue.

Another one of the parameters to keep in mind is the impact of the change on terms of office. Pursuant to Elections Code Section 10403.5(b) the City Council may increase or decrease any terms of office by **not more than twelve (12) months in order to comply with SB 415.**

As a point of interest, the School District recently adopted a resolution moving their election to November of even-numbered years. In previous elections both the City and the School District conducted their elections in November of odd-numbered years.

DISCUSSION

As can be seen from the attached charts, the City Council is faced with many alternative approaches to comply with SB 415. Hopefully the following list of decision points will help simplify the alternatives.

1. June or November Elections

As discussed earlier, statewide elections are conducted in June and November of even-numbered years. The June elections are primary elections and the November elections are the final elections. The series of elections alternates between Presidential and Gubernatorial elections. Factors the City Council should consider when deciding between June and November elections are the facts:

- there is a generally a greater turnout at statewide general elections in November than at June statewide primaries;
- the City Council race might gain less attention at a November statewide election than at a June primary election, and
- the San Marino Unified School District has tentatively determined to hold its elections in November of even-numbered years, although at the writing of this report the year of implementation has not been determined.

2. When to Implement the Change

- a. Implement the change immediately. The City Council can implement the change to move the elections to 2018. This would result in the terms of all members of the City Council being extended. The length of the extension would depend on whether the election was held in June or November. This is the choice the School District has selected, settling on November instead of June. This option does pose a risk that the County will not be prepared to consolidate the elections by that date.
- b. Implement the change in 2020. Under this alternative, the November, 2017 election would proceed as planned. The persons elected at that time would serve until 2022, either for a four and one-half or five year term, depending on whether the City Council decides to select a June or November election date. The terms of office of the two councilmembers elected in 2015 would be extended until June or November 2020. It is anticipated that the County would be prepared by this date to consolidate the elections by that date.

- c. Implement the change in 2022. Under this alternative, the November, 2017 and November 2019 elections would be conducted as planned. The terms of office of those elected in November, 2017, would be extended until June or November, 2022, rather than expiring in 2021. The terms of office of those elected in November 2019 would be extended until June or November, 2024, rather than expiring in 2023.

There are only two scenarios in which city councilmember's terms of office may be reduced.

1. Conduct the election in 2017
 - a. Move the election scheduled for November 5, 2019 back to November 6, 2018.
Under this alternative, the November 7, 2017 election would proceed as planned. The persons elected at that time would serve until 2020, a three-year term. The terms of office for the two councilmembers elected in 2015 would be reduced by one-year ending in November 2018.
2. Conduct the November 7, 2017 and November 5, 2019 elections
 - a. Change the November 2021 election date to synchronize with statewide election in November 2020.
Under this alternative, the election date for November 2, 2021 would be moved back to November 3, 2020. The terms of office of those elected in November, 2017, would be reduced by one year expiring in November 2020 and those elected in November 2019 would have their terms reduced by 12 months ending in November of 2022 rather than expiring in November 2023.

FISCAL IMPACT

The fiscal impact of this change is unknown at this time as there are many mitigating factors that would impact costs. Election costs vary based on the number of agencies consolidating, number of candidates, ballot measures, polling sites, etc. |

REQUIRED DECISION DATE

SB 415 does not require the City Council to make a decision on this issue until January 1, 2018. Thus, the City Council does not need to resolve this issue at the present time.

RECOMMENDATION

Staff recommends the City Council discuss the issue, and

1. defer a decision in order to obtain additional information or to provide a greater opportunity to study the issue, or
2. provide direction relative to the timing of transitioning the general municipal elections to statewide election cycle to occur not later than November 8, 2022 and direct staff to return with the necessary resolution and/or ordinance for implementation of the transition.

Exhibits:

1. SB 415
2. Statewide Election Data – San Marino
3. Options and Impacts of Various Election Dates

Senate Bill No. 415
CHAPTER 235

An act to add Chapter 1.7 (commencing with Section 14050) to Division 14 of the Elections Code, relating to elections.

[Approved by Governor September 1, 2015. Filed with Secretary of State September 1, 2015.]

legislative counsel's digest

SB 415, Hueso. Voter participation.

Existing law generally requires all state, county, municipal, district, and school district elections be held on an established election date. Existing law also establishes certain dates for statewide elections. Existing law requires any state, county, municipal, district, and school district election held on a statewide election date to be consolidated with a statewide election, except as provided.

This bill, commencing January 1, 2018, would prohibit a political subdivision, as defined, from holding an election other than on a statewide election date if holding an election on a nonconcurrent date has previously resulted in voter turnout for a regularly scheduled election in that political subdivision being at least 25% less than the average voter turnout within the political subdivision for the previous 4 statewide general elections, except as specified.

This bill would require a court to implement appropriate remedies upon a violation of this prohibition. The bill would authorize a voter who resides in a political subdivision where a violation is alleged to file an action in superior court to enforce this prohibition, and it would allow a prevailing plaintiff other than the state or political subdivision to collect a reasonable attorney's fee and litigation expenses, as provided.

The people of the State of California do enact as follows:

SECTION 1. Chapter 1.7 (commencing with Section 14050) is added to Division 14 of the Elections Code, to read:

Chapter 1.7. Voter Participation

14050. This chapter shall be known and may be cited as the California Voter Participation Rights Act.

14051. As used in this chapter:

(a) "Political subdivision" means a geographic area of representation created for the provision of government services, including, but not limited to, a city, a school district, a community college district, or other district organized pursuant to state law.

(b) "Significant decrease in voter turnout" means the voter turnout for a regularly scheduled election in a political subdivision is at least 25 percent less than the average voter turnout within that political subdivision for the previous four statewide general elections.

(c) "Voter turnout" means the percentage of voters who are eligible to cast ballots within a given political subdivision who voted.

14052. (a) Except as provided in subdivision (b), a political subdivision shall not hold an election other than on a statewide election date if holding an election on a nonconcurrent date has previously resulted in a significant decrease in voter turnout.

(b) A political subdivision may hold an election other than on a statewide election date if, by January 1, 2018, the political subdivision has adopted a plan to consolidate a future election with a statewide election not later than the November 8, 2022, statewide general election.

14053. Upon a finding of a violation of subdivision (a) of Section 14052, the court shall implement appropriate remedies, including the imposition of concurrent election dates for future elections and the upgrade of voting equipment or systems to do so. In imposing remedies pursuant to this section, a court may also require a county board of supervisors to approve consolidation pursuant to Section 10402.5.

14054. In an action to enforce subdivision (a) of Section 14052, the court shall allow the prevailing plaintiff other than the state or political subdivision of the state, a reasonable attorney's fee consistent with the standards established in *Serrano v. Priest* (1977) 20 Cal.3d 25, 48-49, and litigation expenses including, but not limited to, expert witness fees and expenses as part of the costs. A prevailing defendant shall not recover any costs, unless the court finds the action to be frivolous, unreasonable, or without foundation.

14055. A voter who resides in a political subdivision where a violation of subdivision (a) of Section 14052 is alleged may file an action pursuant to that section in the superior court of the county in which the political subdivision is located.

14056. This chapter does not apply to special elections.

14057. This chapter shall become operative on January 1, 2018.

Exhibit B

STATEWIDE ELECTION DATA – SAN MARINO

Election Date	Registered	Ballots Cast	Percentage	Average City Turnout (%) over 4 State Elections	Minimum City Turnout to Avoid State Cycle (25% less than average from previous column)
November 4, 2008	8,325	6,750	81.08%		
November 2, 2010	8,766	5,338	60.89%		
November 6, 2012	8,674	6,277	72.37%		
November 4, 2014	8,592	3,580	41.67%		
				64.00% (256.01/4)	48.00% (25% below 64.00%)
LAST STANDALONE ELECTION DATA – SAN MARINO					
November 3, 2015	8,419	3,186	37.84% (Below necessary threshold)		

NOVEMBER ELECTION DATE OPTIONS

OPTION N-1: Moving November 2017 election to November 2018 – Extends Terms

	Elected	End of Term	New End of Term	Increase/Decrease
Councilman Yung	November 2013	November 2017	November 2018	+ 1 year
Councilman Sun	November 2013	November 2017	November 2018	+ 1 year
Councilman Huang	November 2015	November 2019	November 2020	+ 1 year
Councilman Talt	November 2015	November 2019	November 2020	+ 1 year
Councilman Ward	November 2013	November 2017	November 2018	+ 1 year

OPTION N-2: Conduct November 2017;

Move November 2019 election to November 2020 – Extends Terms

	Elected	End of Term	New End of Term	Increase/Decrease
Councilmember	November 2017	November 2021	November 2022	+1 year
Councilmember	November 2017	November 2021	November 2022	+1 year
Councilman Huang	November 2015	November 2019	November 2020	+1 year
Councilman Talt	November 2015	November 2019	November 2020	+1 year
Councilmember	November 2017	November 2021	November 2022	+1 year

OPTION N-3: Conduct November 2017 and November 2019.

Move November 2021 to November 2022 – Extends Terms

	Elected	End of Term	New End of Term	Increase/Decrease
Councilmember	November 2017	November 2021	November 2022	+1 year
Councilmember	November 2017	November 2021	November 2022	+1 year
Councilmember	November 2019	November 2023	November 2024	+1 year
Councilmember	November 2019	November 2023	November 2024	+1 year
Councilmember	November 2017	November 2021	November 2022	+1 year

JUNE ELECTION DATE OPTIONS

OPTION J-1: Moving November 2017 election to June 2018 - Extends Terms

	Elected	End of Term	New End of Term	Increase/Decrease
Councilman Yung	November 2013	November 2017	June 2018	+ 7 months
Councilman Sun	November 2013	November 2017	June 2018	+ 7 months
Councilman Huang	November 2015	November 2019	June 2020	+ 7 months
Councilman Talt	November 2015	November 2019	June 2020	+ 7 months
Councilman Ward	November 2013	November 2013	June 2018	+ 7 months

OPTION J-2: Conduct November 2017;

Move November 2019 election to June 2020 – Extends Terms

	Elected	End of Term	New End of Term	Increase/Decrease
Councilmember	November 2017	November 2021	June 2022	+ 7 months
Councilmember	November 2017	November 2021	June 2022	+ 7 months
Councilman Huang	November 2015	November 2019	June 2020	+ 7 months
Councilman Talt	November 2015	November 2019	June 2020	+ 7 months
Councilmember	November 2017	November 2021	June 2022	+ 7 months

OPTION J-3: Conduct November 2017 and November 2019;

Move November 2021 election to June 2022 – Extends Terms

	Elected	End of Term	New End of Term	Increase/Decrease
Councilmember	November 2017	November 2021	June 2022	+ 7 mos
Councilmember	November 2017	November 2021	June 2022	+ 7 mos
Councilmember	November 2019	November 2023	June 2024	+ 7 mos
Councilmember	November 2019	November 2023	June 2024	+ 7 mos
Councilmember	November 2017	November 2021	June 2022	+ 7 mos

NOVEMBER ELECTION DATE OPTIONS (TERM REDUCTIONS)

OPTION N-4: Conduct November 2017;

Move November 2019 election to November 2018 – Reduces Terms

	Elected	End of Term	New End of Term	Decrease
Councilmember	November 2017	November 2021	November 2020	-1 year
Councilmember	November 2017	November 2021	November 2020	-1 year
Councilman Huang	November 2015	November 2019	November 2018	-1 year
Councilman Talt	November 2015	November 2019	November 2018	-1 year
Councilmember	November 2017	November 2021	November 2020	-1 year

OPTION N-5: Conduct November 2017 and November 2019;

Move November 2021 election to November 2020 – Reduces Terms

	Elected	End of Term	New End of Term	Decrease
Councilmember	November 2017	November 2021	November 2020	-1 year
Councilmember	November 2017	November 2021	November 2020	-1 year
Councilmember	November 2019	November 2023	November 2022	-1 year
Councilmember	November 2019	November 2023	November 2022	-1 year
Councilmember	November 2017	November 2021	November 2020	-1 year

Making San Marino Better List: "Immediate/Emergency" Items

Project/Program Title:	Date Requested:	Responsible Department:	Status:
Center Median Water Conservation	4/24/2015	City Manager	At the 1/29/16 Meeting Council asked to have this remain on the list to be reconsidered in April, 2016. Mayor asked to have this moved to May. 3-2 Council vote to take no action. Will be removed from the list.

Making San Marino Better List: "Departments Not Meeting Expectations"

Project/Program Title:	Status:
Planning and Building	On 12/30/15 Mr. Rich Haserot provided training for the DRC and on 2/1/16 P&B went live with an on line system to make permit applications and status checks easier and quicker.
Administration/Finance	The Ad Hoc Committee and Advisors continue to work on their management audit of Administration and Parks and Public Works.
City Council	No other such meetings are scheduled at this time.

Making San Marino Better List: "Long Term Goals"

Project/Program Title:	FY To Be Included In:	Responsible Department:	Status:

Making San Marino Better List: "Long Term Goals"

Project/Program Title:	FY To Be Included In:	Responsible Department:	Status:
Develop a plan for Stoneman (and/or San Marino Center)			Interim Community Services Director Cindy Collins has been brought on to assist in advancing this project. At the April 29th meeting she will give an update on the status of this effort. Council workshop scheduled for 7/13/16, with goal for an action plan by the end of the calendar year. Residents asked staff to ensure that residents are notified of the process. On 9/30/16 Council agenda to recommend building code and fire safety compliance. Council direction to return in February with contract and cost estimations.
Develop a plan for San Marino Center			Interim Community Services Director Cindy Collins has been brought on to assist in advancing this project. At the April 29th meeting Ms. Collins gave an update on this topic and its relationship to Stoneman.
Develop a Commercial District Master Plan			No action to date
Huntington Drive/City Center Plan			Contract PW Director Chris Vogt is drafting an RFP for design of this project and working to see if we can use SGVAG Grant Money to pay for the design work. This project is somewhat related to the 2013 Metro Call For Projects which is also being acted on by the Council on April 29th. Council has asked for traffic assessment of the dual left turn lanes. Council also approved acceptance of the SGVAG Grant money Huntington Drive Corridor Improvement Plan. Council approved the Ad Hoc Committee at the meeting of 7/13/16. These individuals will work with the consultant on a set of recommendations. One of the three community input meetings has taken place. On 10/28 update by consultant on Huntington Drive Safe Streets Corridor Improvement Plan.

Making San Marino Better List: "Long Term Goals"

Project/Program Title:	FY To Be Included In:	Responsible Department:	Status:
Street Light Upgrades			City is still working to resolve some final contractual issues with contractor. This has been resolved.
City Wide Traffic Management Plan			No action to date
Housing Element Status Reports	9/26/2014	Planning & Building	Amanda Merlo has spoken to a Supervisor at HCD and they are supportive of a plan where existing accessory structures could be converted to second units to meet HE requirements. P&B will be pursuing this solution.
Assess restrooms at Lacy Park	10/25/2013	Parks and Public Works	Patrick's Tree complete - dedication is June 15th at 5:00 P.M. Revised plan for Restrooms being developed. Because of issues with the bids, the project has to go out once more bid. Should come back to Council in September for award. Staff suspended the bid proposal process and is reevaluating the restroom plans and design.
Oleander Plague			Ron Serven continues to monitor the condition of City oleanders for evidence of Oleander Scorch.
Lacy Park Rose Arbor	10/30/2015	City Manager	Arbor closed last week of January. Bid proposal for required repair being developed. Donation and contract for work approved by Council on April 13th. On April 19th, before starting any work, contractor proposed significant additional work. Staff and new Public Works Director/City Engineer working to resolve. Staff will be bringing back 3 alternative designs with estimated costs to the Council on October 28th meeting.
Vacancy Registration Ordinance	2/26/2016	Staff	Staff (Fire, Police, Public Works, Community Services and Administration) has begun research. After 4/29 Study Session Council provided direction, staff and attorney working on a draft ordinance. Will be brought to Council at 11/9 meeting for first reading.

Making San Marino Better List: "Long Term Goals"

Project/Program Title:	FY To Be Included In:	Responsible Department:	Status:
Police Public Safety Strategy	1/29/2016	Chief of Police	At the 1/29/16 meeting, Council asked the Chief of Police to provide regular updates on a proposal to improve enhance our current public safety/policing efforts in the city. At 2/26/2016 meeting Police Chief gave report. Update reports to be given quarterly. Chief Incontro gave an update at the July 29th Meeting. Next Update at 10/28 meeting.
Cell Tower and Utility Collector Units	9/30/2016	Staff	This item was added to the list on 9/30/16.
4-day Versus 5-day work week for City employees	9/30/2016	Administration	This item was added to the list on 9/30/16.
Senate Bill 1069 re. second units	9/30/2016	Planning & Building	This item was added to the list on 9/30/16.
Research if City can mandate that all plans submitted to PC and DRC are prepared by licensed or registered engineers.	4/29/2016	Planning & Building	Requested by Councilmember Talt at 4/29/16 meeting. City Attorney's office conducting legal background research.

Making San Marino Better List: "On Deck" Items

Project/Program Title:	Date Requested:	Responsible Department:	Status:
			10.28.2016

STEVEN HUANG
2475 Melville Drive
San Marino, CA 91108

October 20, 2016

Dr. Allan Yung, Mayor
City of San Marino
2200 Huntington Drive
San Marino, CA 91108

Honorable Mayor Yung,

Please place on the October 28, 2016, Adjourned City Council Meeting Agenda an item that addresses what a City Council Member may expect in the way of responses to requests to the City Staff for information. Also, please include this letter in the packet that is distributed to the Council Members and published.

FOUR VS. FIVE DAY WORK WEEK INFORMATION REQUEST

The first draft of my Position Paper on the Four vs. Five Day Work Week subject is dated May 13, 2016. Work on completing and distributing that Position Paper was suspended assuming that the Ad Hoc Committee might make a recommendation on the issue. After waiting over four months I decided that work on the Position Paper should resume.

On September 28, 2016, I wrote a letter to Interim City Manager Cindy Collins with a copy to you (See ATTACHMENT A, Letter To Interim City Manager) asking for a response to the following two items by October 25, 2016:

- What are the benefits to San Marino residents for the City Staff working a four day work week?

- Provide a copy of all studies and documents that were relied on by the City Council as justification for adopting a four day work week.

On October 18, 2016, I received the following response:

“1. At the September 30th Study Session the Council determined not to put this item on the Making San Marino Better list until after the Council Ad Hoc committee reviewed the advisors findings.”

I assume that this response is a denial of my request for information.

If I had received a response to my September 28, 2016, letter, and depending on the content of that response, I had the following four options:

- Decide not to proceed any further with the subject;
- Provide a copy of the response to the Ad Hoc Committee in case the information would help them prepare a position paper;
- Wait until the Ad Hoc Committee issued its recommendations; or
- Complete my position paper and distribute it.

I realize that the Ad Hoc Committee may already have the information that I have asked for as I assume that as part of its work it (i) asked the Staff to list the benefits to San Marino residents for the Staff working four day work weeks, and (ii) asked for copies of the same documents that I have requested. Therefore, it should not be an undue burden for the Staff to provide to me the information that I have requested.

Just because the Ad Hoc Committee, or any other Committee, says that it is reviewing a subject that is part of the City's operations should not preclude a Council Member from asking for and receiving information related to that same subject. Otherwise, it appears that if a Committee says that it is studying a particular subject, regardless of whether that Committee ultimately makes a

related recommendation, an information blackout exists on that subject for so long as the Committee is active. Specifically, it appears that there is currently an information blackout on the Four vs. Five Day Work Week subject, as well as on any other subject that the Ad Hoc Committee may say that it has under review.

The Ad Hoc Committee has been in operation for almost 10 months and their work continues. Following the approach that Ms. Collins seems to suggest would block Council Member access to specific information on issues for many months. There is no good reason for me to be precluded from receiving information related to a subject that I have an interest in and wish to study independent of what any Committee may be doing.

FIRE DEPARTMENT OVERTIME REPORT REQUEST

On August 5, 2016, I asked Ms. Collins to provide a Fire Department overtime report by month beginning with the first month of the current fiscal year, or July 1, 2016. There are now three months of recorded Fire Department overtime expense and to date the Council has not received any overtime report, whether by month or total overtime expense incurred to date. On October 18, 2016, I received the following response to my request:

“Fire OT I will send you cumulative total by end by Thursday.”

I believe that the Council should receive a monthly report of Fire Department recorded overtime expense vs. the amount of overtime authorized in the 2016-2017 Budget. During consideration of the 2016-2017 Budget considerable time was spent discussing Fire Department overtime and there should not be any surprises well into the year if the authorized overtime budget amount is, or is about to be, exceeded.

Unless I receive timely responses to my requests for information I will not be able to be adequately prepared to act on related agenda items. One of my commitments to the citizens that

voted for me was that I would carefully review the City's finances. I am committed to keeping that promise.

Sincerely,

Steven Huang

cc: Cindy Collins, Interim City Manager

ATTACHMENT A

Letter To Interim City Manager

STEVEN HUANG
2475 Melville Drive
San Marino, CA 91108

September 28, 2016

Ms. Cindy Collins, Interim City Manager
City of San Marino
2200 Huntington Drive
San Marino, CA 91108

Re: Return To Five Day Work Week

Dear Ms. Collins:

Please provide to me your opinion on whether the City of San Marino Staff should continue to work a four day work week rather than returning to a five day work week. Based on what I have observed I favor the return to a five day work week. To help you understand why I think this way I have listed some thoughts on Attachment A, Steven Huang Thoughts On The Four Day Work Week.

I would appreciate receiving your response to this letter by Monday, October 25, 2016.

Sincerely,

Steven Huang, Member
San Marino City Council

Cc: Dr. Allan Yung, Mayor

Attachment A

STEVEN HUANG THOUGHTS ON THE FOUR DAY WORK WEEK

- There don't seem to be any benefits to the citizens of San Marino resulting from the City Staff working a four day work week. What are the benefits to San Marino residents for the City Staff working a four day work week?
- Reason For Adopting Four Day Work Week: I understand that the reason that San Marino went to a four day work week was in response to the Air Quality Management District asking local governments to adopt four day work weeks to remove cars from the freeways and streets to improve air quality by eliminating pollution caused by cars used to commute to work.
- No Air Quality Improvement: When employees have Fridays off the assumption is that their cars will be parked at home and not operated on the streets causing air pollution. Rather than parking their cars in the garage it is highly likely that these employees are using their cars for activities like visiting the hair dresser/barber, shopping, performing recreational activities, taking three day weekend trips etc. If employees drive to work on Fridays their cars are parked for eight plus hours while they work. Further, if they carpool or use public transportation their commutes are even more air quality efficient.
- Cars Are More Efficient Now: The Environmental Protection Agency has continued to require that cars emit less pollution over the past ten years. Therefore, any air quality improvements that existed when the four day work week was implemented have been reduced.
- Provide a copy of all studies and documents that were relied on by the City Council as justification for adopting a four day work week.

STEVEN HUANG POSITIONS ON:

1. INFORMATION REQUESTS
2. COUNCIL MEMBERS ADDING ITEMS TO MEETING AGENDAS
3. FOUR DAY VS. FIVE DAY WORK WEEK
4. FIRE DEPARTMENT OVERTIME & THREE VS. FOUR ON AN ENGINE

October 23, 2016

In a Saturday, October 22, 2016, email the Interim City Manager asked me to indicate what I would like to discuss specifically at the October 28, 2016, Adjourned Council Meeting. The four items that I would like to discuss are set forth below with my positions on each item.

1. RIGHT OF A CITY COUNCIL MEMBER TO HAVE ITEMS ADDED TO MEETING AGENDAS

Does a City Council Member have the right to ask to have items added to City Council Meeting Agendas? If the answer is yes what is the procedure for doing so? If the answer is no, why not?

2. RIGHT OF A CITY COUNCIL MEMBER TO REQUEST INFORMATION FROM CITY STAFF AND RECEIVE TIMELY RESPONSES

Why did it take 2 ½ months to receive a report on Fire Department overtime incurred for the month of July, 2016? The 2016-17 budget for Fire Department overtime is \$230,000. For the first three months of this fiscal year, the recorded overtime expenses are \$150,324. After removing \$30,000 of overtime expense associated with a vacancy the remaining \$120,000 is one-half of the 12 month overtime budget consumed in three

months.

3. FOUR DAY VS. FIVE DAY WORK WEEK

- I can only speculate on what the Ad Hoc Committee might recommend when it issues its report.

No change: Staff continue working a four day work week.

Open City Hall on Fridays with a skeleton Staff to take messages.

Have City Hall Staff work five day work weeks with other Departments continuing to work a four day work week.

Implement the use of time clocks.

Have all Staff change from a four day work week to a five day work week.

- Based on what I have observed I currently favor returning to a five day work week.
- Prior to taking a final position on the four vs. five day work week subject I would like to do my homework and learn more about the facts.
- My September 28, 2016, letter to the Interim City Manager is an initial step in becoming better informed. I believe that I should receive a timely response to my letter rather than being asked to wait for the Ad Hoc Committee report.

4. FIRE DEPARTMENT: OVERTIME & THREE VS. FOUR ON AN ENGINE

- On a projected basis Fire Department overtime could be as much as twice the approved 2016-2017 overtime budget of \$230,000. The Council should have received, and should

receive, monthly reports showing recorded expenses and the overtime trend so the issue can be addressed timely.

- I favor having three rather than four firefighters on the Engine.
- When a firefighter is not available for his shift I recommend that the Council direct the City Staff to operate the Engine with three on the Engine rather than calling in another firefighter on overtime. This would give the Council an indication of whether having three on the Engine is an acceptable alternative.
- Approximately \$500,000/year can be saved by having three firefighters on the Engine. Over 10 years that would be \$5 million that could be applied to unfunded pension liabilities.

**CONFERENCE WITH LABOR NEGOTIATOR
PURSUANT TO GOVERNMENT CODE SECTION
54957.6:**

Agency Negotiator: Attorney, Steve Filarsky
Interim City Manager, Cindy
Collins

Employee Organization: San Marino Police Officers'
Association

CONFERENCE WITH LEGAL COUNSEL— POTENTIAL LITIGATION

The City Council will meet in closed session with legal counsel for the City pursuant to Government Code Section 54956.9(d)(2) with respect to one matter of potential litigation. A point has been reached where, in the opinion of legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation involving the City.

**CONFERENCE WITH REAL PROPERTY
NEGOTIATOR – PURSUANT TO GOVERNMENT
CODE SECTION 54956.8:**

Property: 2200 Huntington Drive

Negotiating Parties: Verizon Wireless (“Buyer/Lessee”),
Cindy Collins for the City of San Marino (“Seller/Lessor”)

Under Negotiation: Discussion of terms for possible
installation of cell tower.