Council Meeting of
June 26, 2012

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the City Council:

SUBJECT: **Community Development - Approve contract for Commuter Transportation (Rideshare) consultant services. Expenditure: Not to exceed $65,520.**

RECOMMENDATION

Recommendation of the Community Development Director that City Council approve a contract with Kim Fuentes, in an amount not to exceed $65,520, for Commuter Transportation (Rideshare) consultant services for July 1, 2012 to June 30, 2013.

Funding

Funds are available in the 2012/13 Rideshare Program Budget. These funds are non-General Fund, and are restricted funds from AB2766 (Department of Motor Vehicles fee) that may only be used for mobile emission reduction activities.

BACKGROUND

Kim Fuentes was retained in 1994 as the City's consultant for the implementation of the South Coast Air Quality Management District (AQMD) Rideshare mandates. Ms. Fuentes was selected due to the depth of her experience in the field of transportation demand management, as well as for her cost-effective proposal. Her experience includes working with the County of Los Angeles as the Trip Reduction Program Manager, as well as program experience with local cities and employers.

The City has benefited from the services of a contractor as evident in the many program successes achieved during the past year:

- Exceeded the required Average Vehicle Ridership (AVR) target of 1.50 achieving a 1.52 AVR due to the participation of 576 employees in the rideshare program.

- Continued successful operation of the City's vanpool program with a high level of multi-employer participation, including 11 vanpools, with 80 riders.
- Reduced program cost through the implementation of subsidy programs.
- Surveyed all employees and obtained approval of the City's 2011-12 Trip Reduction Program from the AQMD.
- Assisted in the development of a new incentive tracking system to reduce City staff time and encourage more rideshare participation.

Regulation Update: Rule 2202 remains in effect in the South Coast basin; thus the City of Torrance is required to comply. In addition to regulatory compliance, programs such as the City's employee rideshare program add benefits beyond cleaner air and lower fuel consumption such as:

- Reducing traffic congestion within the City,
- Building the City's public-private partnerships,
- Increasing employee morale,
- Reducing vehicle miles,
- Reducing the City's carbon foot print,
- Helping the City meet its strategic plan goals,
- Creating a good neighbor atmosphere with residents,
- Retaining AB2766 funds for use in the City,
- Improving economic development through increased mobility.

ANALYSIS

The City has been very satisfied with the performance of Ms. Fuentes for the past 18 years. She has extensive contacts and expertise in transportation demand management and environmental field, and is able to ensure that audits of the rideshare programs meet the requirements of the outside agencies providing the funds, thus ensuring the continuation of the funding for our vanpool program as well as the rideshare program.

For the upcoming contract year, Ms. Fuentes' contract will be 52 weeks at $1,260 per week, for a total contract of $65,520, reflecting no increase in fees. The contract includes only direct service and does not include any other changes.

Respectfully submitted,

JEFFERY W. GIBSON
Community Development Director

By _____
Linda Cessna
Deputy Community Development Director

CONCUR:

_____
Jeffery W. Gibson
Community Development Director

_____
LeRoy J. Jackson
City Manager

ATTACHMENT: A. Contract Services Agreement with Kim Fuentes

ATTACHMENT A

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT ("Agreement") is made and entered into as of July 1, 2012 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Kim Fuentes, an independent consultant ("CONSULTANT").

RECITALS:

A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to provide full oversight of the City's Rideshare Program including providing on-site assistance, management and implementation.

B. CONSULTANT represents that it is qualified to perform those services.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT will provide the services listed in the Proposal attached as Exhibit A. CONSULTANT warrants that all work and services set forth in the Proposal will be performed in a competent, professional and satisfactory manner.

2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through June 30, 2013.

3. COMPENSATION

A. CONSULTANT's Fee.

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the Proposal, provided, however, that in no event will the total amount of money paid the CONSULTANT, for services initially contemplated by this Agreement, exceed the sum of $65,520.00 ("Agreement Sum"), unless otherwise first approved in writing by CITY.

B. Schedule of Payment.

Provided that the CONSULTANT is not in default under the terms of this Agreement, upon presentation of an invoice, CONSULTANT will be paid monthly the fees described in Paragraph 3.A. above, according to the Proposal. Payment will be due within 30 days after the date of the monthly invoice.

4. TERMINATION OF AGREEMENT

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.

2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONSULTANT will:

   a. cease operations as directed by CITY in the notice;
   b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
   c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

3. In case of such termination for CITY's convenience, CONSULTANT will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.

2. In the event this Agreement is terminated for cause by the default of the CONSULTANT, the CITY may, at the expense of the CONSULTANT and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONSULTANT under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONSULTANT and its surety from liability for the default. Under these circumstances, however, the CONSULTANT and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONSULTANT or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONSULTANT or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONSULTANT's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONSULTANT has been given notice and an opportunity to present evidence in mitigation.

5. <u>FORCE MAJEURE</u>

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. <u>RETENTION OF FUNDS</u>

CONSULTANT authorizes CITY to deduct from any amount payable to CONSULTANT (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of CONSULTANT's negligent acts or omissions or willful misconduct in performing or failing to perform CONSULTANT's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONSULTANT, or any indebtedness exists that appears to be the basis for a claim of lien, CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONSULTANT to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. CITY REPRESENTATIVE

Jeffery Gibson is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONSULTANT.

8. CONSULTANT REPRESENTATIVE(S)

The following principal(s) of CONSULTANT are designated as being the principal(s) and representative(s) of CONSULTANT authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Kim Fuentes, Transporation Consultant

9. INDEPENDENT CONTRACTOR

The CONSULTANT is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its agents will have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as otherwise set forth in this Agreement. The CONSULTANT may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

10. BUSINESS LICENSE

The CONSULTANT must obtain a City business license prior to the start of work under this Agreement, unless CONSULTANT is qualified for an exemption.

11. OTHER LICENSES AND PERMITS

CONSULTANT warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. FAMILIARITY WITH WORK

By executing this Agreement, CONSULTANT warrants that CONSULTANT (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONSULTANT warrants that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONSULTANT discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONSULTANT must immediately inform CITY of that fact and may not proceed except at CONSULTANT's risk until written instructions are received from CITY.

13. CARE OF WORK

CONSULTANT must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by CITY, except those losses or damages as may be caused by CITY's own negligence.

14. CONSULTANT'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the CONSULTANT's time pertaining to the project, and records of accounts between CITY and the CONSULTANT, will be kept on a generally recognized accounting basis. CONSULTANT will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to CITY during normal working hours. CONSULTANT will maintain these records for three years after final payment.

15. INDEMNIFICATION

CONSULTANT will indemnify, defend, and hold harmless CITY, the Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONSULTANT, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONSULTANT's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONSULTANT will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONSULTANT will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

16. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of CITY will be personally liable to CONSULTANT, in the event of any default or breach by the CITY or for any amount that may become due to CONSULTANT.

17. INSURANCE

A. CONSULTANT must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:

   a. Primary Bodily Injury with limits of at least $500,000 per person, $1,000,000 per occurrence; and

   b. Primary Property Damage of at least $250,000 per occurrence; or

   c. Combined single limits of $1,000,000 per occurrence.

2. General Liability [INTENTIONALLY DELETED].

3. Professional liability [INTENTIONALLY DELETED].

4. Workers' Compensation [INTENTIONALLY DELETED].

B. The insurance provided by CONSULTANT will be primary and non-contributory

C. CITY ("City of Torrance"), the Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.

D. CONSULTANT must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.

E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

18. SUFFICIENCY OF INSURERS AND SURETIES

Insurance or bonds required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONSULTANT agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONSULTANT will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager

19. CONFLICT OF INTEREST

A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. NOTICE

A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.

2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.

3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.

4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.

5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

6. Addresses for purpose of giving notice are as follows:

CONSULTANT:	Kim Fuentes 21213 - B Hawthorne Blvd PMB # 5325 Torrance, CA 90503 Fax: (626) 359-3799
CITY:	City Clerk City of Torrance 3031 Torrance Boulevard Torrance, CA 90509-2970 Fax: (310) 618-2931

B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either CITY or CONSULTANT without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of CITY and CONSULTANT as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

24. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

26. GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. COMPLIANCE WITH STATUTES AND REGULATIONS

CONSULTANT will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. ATTORNEY'S FEES

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. CONSULTANT'S AUTHORITY TO EXECUTE

The person(s) executing this Agreement on behalf of the CONSULTANT warrant that (i) the CONSULTANT is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONSULTANT; (iii) by so executing this Agreement, the CONSULTANT is formally bound to the provisions of this Agreement;

and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONSULTANT is bound.

CITY OF TORRANCE
a Municipal Corporation

_____
Frank Scotto, Mayor

ATTEST:

_____
Sue Herbers
City Clerk

APPROVED AS TO FORM:
JOHN L. FELLOWS III
City Attorney

By:_____

Kim Fuentes
Independent Contractor

By:_____
Kim Fuentes
Transportation Consultant

Attachments: Exhibit A Proposal

Revised: 10/29/2008

EXHIBIT A

PROPOSAL

A PROPOSAL TO PROVIDE ON-SITE IMPLEMENTATION SERVICES FOR THE

CITY OF TORRANCE TRIP REDUCTION PLAN

JUNE 19, 2012

Prepared by Kim Fuentes,
Transportation Consultant

For the City of Torrance

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GREETINGS AND GENERAL REMARKS

June 19, 2012

Linda Cessna
Deputy Community Development Director
City of Torrance
3031 Torrance Blvd.
Torrance, California 90503

Dear Linda:

The 2011-12 plan year has been another successful one as together we have continued to meet the requirements of the South Coast Air Quality Management District's (AQMD) Rule 2202 surpassing the Average Vehicle Ridership (AVR) goal of 1.50. The City's Employee Rideshare program continues to remain strong reducing over 33 percent of the vehicles coming to the work site; sustained a high city employee participation level of over 530; and maintaining an extremely successful vanpool program.

Rule 2202 still remains in effect in the South Coast basin; thus the City of Torrance is still required to comply. In addition, the State has enacted environmental legislation to reduce green house gases such as SB32. Cities have started developing Climate Action Plans to help the State meet its goals. The reduction of employee commute miles is a major strategy in Climate Actions Plans and the City is already ahead of the game by having a successful program in place. The City's well established rideshare program has reduced an estimated 1 million vehicle miles over this last program year alone.

The legislative and regulatory environment continues to be challenging for cities as program costs continue to rise and revenues continue to decline; however, the City of Torrance has always managed to proactively revise and modify programs to meet these challenges within the existing resources - this year will be no exception.

I have enjoyed working with the Community Development Department. This year, we have accomplished many positive program modifications including increasing program efficiency as well as continuing to off-set costs by over $25,000 due to the Metro subsidy program. I am looking forward to the next year and working with you to continue this success.

The following proposal describes the activities that would be conducted during 2012-13 program year. As usual, I am mindful of municipal belt-tightening, and continue to do whatever I can to support, and not hinder, this effort.

This year's proposal focuses on specific tasks and services and a detailed statement of work with commensurate fees are included.

Thank you for the opportunity to work together over the past year and your consideration for the future. I look forward to working with you again.

Sincerely,

Kim Fuentes
Transportation Consultant

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HIGHLIGHTS FROM 2011-12

Achievement highlights realized under my direction over the past year include:

- Surpassed the AQMD Average Vehicle Ridership (AVR) target of 1.50 to achieve a 1.52 AVR reducing over 33% of the vehicles coming into the worksite between 6-10 a.m., Monday through Friday.

- Continued successful operation of the City's multi-employer vanpool program operating 11 vans with an average occupancy level of 80%. Also, continue to implement Metro's subsidy program resulting in program cost off-set of over $25,000.

- Supported and increased transit usage by City employees.

- Continued partnerships with agencies as related to the employee rideshare program including AQMD, the Metropolitan Transportation Authority (Metro), Southern California Associations of Governments (SCAG), South Bay Cities Council of Governments (SBCCOG), and California Air Resources Board (ARB).

- Monitored AQMD and ARB oversight of AB2766 funds to help insure city flexibility in the use of these funds.

- Promoted bicycling as a commute alternative for City employees and work with Torrance Transit to promote Bike to Work Day.

- Surveyed all employees and obtained approval of the City's 2011-12 Annual Trip Reduction Plan from the AQMD. In addition, successfully completed an AQMD program audit saving the City filing fees of over $400 and staff labor, which would be required to develop new plan incentives.

- Provided data to establish a Green House Gas emissions inventory.

- Promoted the benefits of ridesharing to employees emphasizing health and environmental savings.

- Continued to serve as a resource to the local business community by working with local agencies to bring programs and information on trip reduction activities to the South Bay.

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Implementation Overview and Tasks Definitions

Overview

This proposal details the services, which will be provided to assist the City of Torrance with the continued implementation of its commuter program. The proposal stresses cost-effective and valuable strategies for managing employee commute to work at various City facilities. It also uses "tried and true" measures that have proven to be both reasonable in terms of cost and successful in terms of employee participation. It is my desire to maintain the City's superb program, which has become a model for other cities throughout the southern California region as well as the rest of the country.

I will provide support for the City of Torrance program including assistance, management, and implementation. Tasks that will be undertaken to complete the program are as follows:

Task 1.0 Program Review

Commute Environment

Continue to monitor various demographic, topographic, and infrastructure characteristics surrounding the work-site and immediate vicinity which may effect the commute behavior of City employees. City employee preferences and aversions regarding ridesharing will also be assessed ongoing. Information obtained will be used to recommend program modifications as needed.

Budget

Monitor budget and recommend strategies to reduce expenditures and increase revenues. As the program participation continues to grow and existing funding sources decline, there is an increased need to monitor program activities closely and make strategic changes as needed. Recommendations will be made ongoing to help insure a continued cost effective program.

In addition, where available, outside funding sources related to Transportation Demand Management will be applied for and used to fund existing programs and to cover the costs of new transportation projects and enhancements.

Task 2.0 Employee Transportation Manager Responsibilities

Activities and responsibilities will include the following:

- **MARKETING:** Marketing ideas will be recommended for use with all staff levels and the "message" will be given through various mediums that will effectively convey the various program concepts. This task will also include participation in annual events such as the Health and Rideshare Fair, Quarterly Drawings, Rideshare Week, etc. In addition, this task includes promoting all forms of alternative commuting such as bicycling, carpooling, vanpooling, walking, and transit.

- **PROMOTION:** Promoting the City of Torrance's programs when appropriate through Award nominations, news article writing, and speaking engagements.

- **COORDINATION**: Meeting as needed with Departmental Commuter Coordinators and other clusters of employees to identify commuter needs and present program policies as needed.

- **EMPLOYEE TRIP REDUCTION PLAN**: Overseeing all technical and operational aspects of the currently approved Plan to assure full compliance including assisting with incentive program, ridematching efforts, and encouraging employee participation in the City's rideshare program by way of carpools, vanpools, public transit, walking, or cycling.

- **SPOKESPERSON**: Representing the City of Torrance to the local regulator (AQMD) with respect to the trip reduction plan and use of AB2766 funds. Issues may include survey data, incentives, fund use, program achievements, etc. Also attending meetings with Metro, SCAG, and ARB when topics regarding employee programs, AB2766 funding, or vanpooling are discussed.

- **PLAN DEVELOPMENT**: Surveying the City employees on an annual basis and preparing results for analysis and inclusion in the annual Plan or Update document. Developing annual trip reduction plan and overseeing of AQMD audit.

- **VANPOOL**: Supporting the City vanpool operation, coordinating efforts to maintain a maximum occupancy, working with Metro regarding subsidy program, etc.

- **TORRANCE TRANSPORTATION NETWORK**: Serving as a resource as needed for local businesses regarding AQMD regulatory changes and local agency transportation demand management programs.

- **SUPPORT CITY OF TORRANCE COUNCIL AND DEPARTMENTS**: Serving as a resource for the City Council, City Manager's Department, Human Resources Department, Community Development Department, Fleet Services, and Torrance Transit, regarding transportation demand management as related to the employee trip reduction program. Creating a positive attitude to support the program and continue increasing participation levels.

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PRINCIPAL PROJECT PERSONNEL

Kim Fuentes holds a Bachelor of Science Degree in Communication Arts, specializing in Public Relations and Organizational Communications. In addition, she has received her Transportation Demand Management certification from UCLA and is a certified Compressed Natural Gas Fueling Trainer. Her experience includes the management and implementation of Rule 2202 (formerly Rule 1501) since 1989. In addition, she has served as Project Manager on various Metro grant projects, and has had oversight of SCAG transportation planning projects and development of Green House Gas inventories for the SBCCOG.

Ms. Fuentes has served as the on-site manager at the City of Torrance since 1994 first on behalf of Brohman and Brohman and then as an independent contractor increasing the City's AVR from 1.48 to 1.52. She has provided exemplary services and is well respected both nationally and in the local transportation arena. Ms. Fuentes has demonstrated effective program management skills and forged the City towards receiving the AQMD's Clean Air Award with Scrolling recognition by the County of Los Angeles, and the Southern California Rideshare's (SCR) Diamond Award.

Applicable Work Experience

County of Los Angeles

Managed 130 sites (80,000 employees) for the county's trip reduction program. Under her oversight, each of the 130 sites consistently produced approvable trip reduction plans and five work sites met the 1.50 AVR target.

City of Torrance

Serves as Employee Transportation Manager. Under her management, the City has gone from a 1.48 AVR to 1.52. Planning and oversight have been a part of this contract as well as implementation of all elements of the commuter regulation in the South Coast Region.

City of Redondo Beach

Developed the commuter plan covering 355 employees. Services included surveying and developing incentives tailored to the employee work and type of business. Over the past six years, she prepared the City's AB2766 annual report.

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PARTIAL CLIENT LISTING

South Bay Cities Council of Governments

City of Redondo Beach

City of Torrance

EXHIBIT B

COMPENSATION SCHEDULE

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PROJECT COSTS

Outlined below are the costs for providing a Commuter Program Administrator to provide implementation services for the employee commuter activities and includes all items outlined in Task 1.0 and 2.0. The cost is $1,260.00 per week.

60-Day Written Notice of Intention to Discontinue Services

It is requested that a written 60-day notice of intention to discontinue services will be provided by either party should either party wish to no longer continue the terms and agreements of any contract based on this proposal. This provision will help protect the City from being in non-compliance with regional requirements regarding the employee trip reduction plan and allows the consultant an opportunity to relocate.

** The costs noted above do not include associated costs of printing marketing materials, letters or signs for carpool preferential parking, costs associated with a transportation fair, local travel, office supplies for office setup and maintenance, or other direct costs that may be incurred as a result of the aforementioned tasks and projects. The City will be provided with a budget for direct expenses, for its approval, prior to any expenditure being made. Any additional services not specified in this document may be undertaken at the request of the City and for a fee of $110.00 per hour.*