

**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into by and between the **City of South Gate, a municipal corporation**, ("City"), and **Management Partners, Inc. an Ohio corporation** ("Consultant") identified in Section 1 hereof.

**RECITALS**

**WHEREAS**, City has the need for professional Street Sweeping Analysis services; and

**WHEREAS**, Consultant represents that it has in its employ experienced personnel who are licensed and qualified to render such services; and

**WHEREAS**, City wishes to retain Consultant on the terms and conditions contained in this Agreement and proposal to render such services.

NOW, THEREFORE, the parties agree as follows:

1. Parties to the Agreement.

The parties to the Agreement are:

City:

The City of South Gate, a municipal corporation, having its principal office at  
8650 California Avenue,  
South Gate, California 90280.

Consultant:

Management Partners, Inc.  
3152 Red Hill Avenue,  
Suite 210  
Costa Mesa, CA 92626

2. Representatives of the Parties and Service of Notices.

The representatives of the parties who are primarily responsible for the administration of this Agreement, and to whom formal notices, demands and communications shall be given, are as follows:

- A. The principal representative of the City shall be:  
Arturo Cervantes, P.E.  
Director of Public Works/City Engineer Public  
Works Department  
City of South Gate  
8650 California Avenue South  
Gate, CA 90280

B. The principal representative of the Consultant shall be:  
Andrew S. Belknap, Regional Vice President  
2107 N. First Street, Suite 470  
San Jose, CA 95131

C. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be affected by personal delivery, facsimile, email or by mail.

D. If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person, is changed, written notice shall be given within five (5) working days of said change.

E. Any notice required or permitted hereunder, when served by mail, shall be effective three (3) calendar days after the date of mailing of the same, and when served by facsimile transmission, email or personal delivery shall be effective upon receipt.

3. Description of Work.

Consultant shall provide, in accordance with generally accepted professional standards currently in effect, such services within the Scope of Work as may be requested in writing from time to time during the term of this Agreement by the Director of Public Works/City Engineer of the City of South Gate ("Director"). The anticipated Scope of Work ("Services") is set forth in the Proposal and Fee Schedule (Exhibit "A") dated August 18, 2017, attached hereto and incorporated herein by this reference ("Proposal"). The Director or his designee shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the Director.

In requesting the services of Consultant, the Director shall identify the project, program or activity for which such services are requested and shall establish the maximum amount to be charged by Consultant on such project, the time limit within which Consultant is to complete the work, and the charge point to be used by Consultant in billing the City. Consultant's charges on any project shall not exceed the maximum amount so established without the express prior written approval of the Director.

4. Commencement and Completion of Work.

The execution of this Agreement by the parties does not constitute an authorization to proceed. The services of Consultant shall commence when the City, acting by and through its Director of Public Works/ City Engineer, has issued a Notice to Proceed based upon a proposal for as needed services for such project, program, or activity. The work described in Exhibit "A" shall be completed within the time schedule noted in each proposal for such work, exclusive of any review periods required by City and any extensions approved pursuant to Section 6, below. Consultant shall have no claim for compensation for any additional services or work, which has

not been preauthorized in writing by the Director.

5. Term.

The term of this Agreement shall commence on the date that the Agreement is signed by all parties and, subject to the provisions of Section 11 below, shall expire when the work is complete, but in no event later than June 30, 2018.

6. Extension of Time for Completion of Work.

A. Consultant shall keep the Director, or his/her designee, fully informed on a regular basis regarding the status and progress of the delivery of Services under this Agreement, including any activities performed and planned, and any meetings scheduled or desired.

B. If at any time, the work is delayed due to suspension order by the City, or due to strike, lockout, accident or act of God, City's or additional work initiated by the City, any other cause which, in the reasonable opinion of the City is unforeseeable and beyond the control and not attributable to the fault or negligence of Consultant, then Consultant shall be entitled to an extension of time equal to said delay, subject to the City's right to terminate this Agreement pursuant to Section 12, below.

C. Consultant shall submit a written request for an extension of time to the Director within ten (10) days after the commencement of such delay, citing the reason for such delay. Failure to submit the written request within such time period may, in the City's sole discretion, constitute a waiver of any such delay. The Director shall, in his sole discretion, determine whether and to what extent any extension of time shall be permitted. The Director shall approve or decline any such request in writing.

D. No extension of time requested or granted hereunder shall entitle Consultant to additional compensation unless, as a consequence of such extension, additional work must be performed. If, during the course of the performance of the Services additional services beyond the Scope of Work are, in the opinion of the Director, required or desired, the Director may authorize such additional work by Consultant. Consultant shall perform such additional services ("Additional Services") as may be requested from time to time by the Director. Any additional compensation due and payable to Consultant shall be based on the budget and hourly rates included in the Proposal.

7. Data Provided to Consultant.

City shall provide to Consultant, without charge, all data, including reports, records, maps and other information, now in the City's possession, which may facilitate the timely performance of the work described in the Proposal.

8. Independent Contractor.

Consultant is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the City.

9. Consultant's Personnel.

A. All services required under this Agreement will be performed by Consultant, or under Consultant's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services, including, without limitation, a business license as required by the South Gate Municipal Code.

B. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services, and compliance with all reasonable performance standards established by City.

C. Consultant shall be responsible for payment of all employees and subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

D. Consultant shall not remove or reassign any personnel identified in the proposal or assign any new or replacement personnel without the prior written consent of the Director, which consent shall not be unreasonably withheld or delayed. Consultant has designated Tori Cable to coordinate and manage the delivery of Services under this Agreement ("Project Manager"). The Project Manager shall be available to the Director, or designee, at all reasonable times during the term of the Agreement.

10. Compensation.

A. Consultant shall be compensated based on completion of the activities listed in the proposal. Services provided under this Agreement shall not exceed TWENTY-FOUR THOUSAND NINE HUNDRED DOLLARS (\$24,900) unless approved in writing by the City.

B. [This section left blank intentionally.]

C. [This section left blank intentionally.]

D. No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any Services performed or materials provided by Consultant, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.

E. Consultant shall be required to attend meetings as necessary in the delivery of projects. Travel time between the Consultant's office and the meeting location shall not be billable; however, mileage will be. Consultant may request an exemption on a case by case basis, which shall be subject to City approval.

11. Indemnity and Insurance.

A. Consultant shall indemnify and hold harmless the City and all other related entities, officers, employees, and representatives ("Indemnified Parties"), from all actions, suits, proceedings, liability, damages, claims, costs and expenses of any kind or nature whatsoever ("Claims") which may be brought, made, filed against, imposed upon or sustained by the Indemnified Parties, or any of them, alleging (a) injury to or death of persons or damage to property, including property owned by or under the care and custody of City, and that such injury, death, or damage arises from or is attributable to or caused by the negligence or willful misconduct of Consultant, its officers, employees, subcontractors, agents, or representatives in connection with or pertaining to performance of the Services. The City shall notify Consultant of any such Claim, shall tender its defense to Consultant, and shall assist Consultant, as may be reasonably requested, in such defense. Upon such notification and tender, Consultant shall have the independent duty to defend such Claim and to indemnify the Indemnified Parties. If a court of competent jurisdiction determines that the Claim was caused by the negligence or willful misconduct of the Indemnified Parties, or any of them, Consultant's duty of indemnity shall be reduced by the percentage of negligence or willful misconduct the court attributes to the Indemnified Parties, or any of them. Payment of a Claim shall not be a condition precedent to an Indemnified Party's right to defense and indemnity.

B. As a condition precedent to the effectiveness of this Agreement, and without limiting Consultant's obligations of indemnity set forth above, Consultant shall procure and maintain in full force and effect during the term of this Agreement, the following types and levels of insurance with insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the State of California:

1. Professional Liability insurance with a limit of not less than \$1,000,000.
2. Workers' Compensation and Employer's Liability Workers' Compensation-coverage as required by law. Employer's Liability-limits of at least \$1,000,000 per occurrence.
3. Comprehensive General Liability Combined Single  
Limit-\$2,000,000.

The automobile insurance shall be in an amount of \$1,000,000 per person and \$2,000,000 per accident. All of the Consultant's policies shall contain an endorsement providing that written notice shall be given to City at least thirty (30) calendar days prior to, cancellation of the policy, ten (10) days notice if cancellation is due to nonpayment of premium.

4. Policies providing for bodily injury and property damage coverage shall contain the following:

(a) An endorsement extending coverage to City as an additional insured, in the same manner as the named insured, as respects liability arising out of the performance of any work under the Agreement. Such insurance shall be primary insurance as respects the interest of City, and any other insurance maintained by City shall be considered excess coverage and not contributing insurance with the insurance required hereunder. Additional Insured Endorsement shall be on form CG 20 10 11 85.

(b) "Severability of Interest" clause.

(c) Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by Consultant under the Agreement, including without limitation that set forth in Section 10.A.

C. Promptly on execution of this Agreement and prior to commencement of any work Consultant shall deliver to City copies of all required policies and endorsements to the required policies.

D. The requirements as to the types and limits of insurance to be maintained by the Consultant are not intended to and shall not in any manner limit or qualify Consultant's liabilities and obligations under this Agreement.

E. Any policy or policies of insurance that Consultant elects to carry as insurance against loss or damage to its equipment and tools or other personal property used in the performance of this Agreement shall include a provision waiving the insurer's right of subrogation against the City.

12. Termination.

A. Termination for Convenience.

The City Council may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City as provided herein, Consultant will be paid a total amount equal to its actual costs as of the termination date, plus ten percent (10%) of that amount for profit. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

B. Termination for Cause.

1. The City Council may, by written notice to Consultant, terminate the whole or any part of this Agreement in any of the following circumstances:

(a) If Consultant fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or

(b) If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period as City may authorize in writing) after receipt of notice from City specifying such failure.

2. In the event City terminates this Agreement in whole or in part as provided above in paragraph A of this Section 12, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.

3. If this Agreement is terminated as provided above in paragraph 12.A or 12.B, City may, at its election, require Consultant to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, etc., prepared by Consultant. Upon such termination, Consultant shall be paid an amount equal to the value of the work performed.

4. If, after notice of termination of the Agreement under the provisions of this Section 12, it is determined, for any reason, that Consultant was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to subsection A above.

C. Payment on Termination.

If this Agreement is terminated prior to the expiration of its term, Consultant shall be paid for those charges for Services which have accrued but not been paid through the effective date of termination. Consultant agrees to accept such amount, plus all amounts previously paid, as full payment and satisfaction of all obligations of City to Consultant. In ascertaining the value of the Services performed through the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to City or in possession of Consultant, and to authorized and reimbursable expenses.

13. Non-Discrimination and Equal Employment Opportunity.

A. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, handicap or age. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, handicap or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. City shall have access to all documents, data and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 is available for inspection and on file with the Public Works Department.

14. Consultant's Warranties and Representations.

Consultant warrants and represents to City as follows:

A. Consultant has not employed or retained any person or entity, other than a bona fide employee working exclusively for Consultant, to solicit or obtain this Agreement.

B. Consultant has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement. Upon such breach or violation of this warranty, in addition to any other applicable statutory remedy, City shall have the right, in its sole discretion, to terminate this Agreement without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

C. Consultant has no knowledge that any officer or employee of the City has any interest, whether contractual, non-contractual, financial, proprietary, or otherwise, in this transaction or in the business of the Consultant, and that if any such interest comes to the knowledge of Consultant at any time, a complete written disclosure of such interest will be made to City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

D. Upon the execution of this Agreement, Consultant has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of services and work required by this Agreement, nor shall any such interest be acquired during the term of this Agreement.

15. Subcontracting, Delegation and Assignment.

A. This Agreement contemplates the personal services of Consultant and its employees, and it is recognized by the parties that a substantial inducement to the City for entering into this Agreement was, and is, the professional reputation and competence of Consultant and its employees. Consultant shall not delegate, subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the City. Any proposed delegation, assignment or subcontract shall provide a description of the services to be covered, identification of the proposed assignee, delegee or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed



agreement with an assignee, delegee or subcontractor shall include the following:

- (1) The amount involved, together with Consultant's analysis of such cost or price.
- (2) A provision requiring, that any subsequent modification or amendment shall be subject to the prior written consent of the City.

B. Any assignment, delegation or subcontract shall be made in the name of the Consultant and shall not bind or purport to bind the City and shall not release the Consultant from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to Consultant under this Agreement.

16. Ownership of Documents.

All plans, specifications, reports, studies, tracings, maps and other documents, in whatever form or medium, compiled prepared or obtained by Consultant or furnished to Consultant by the City in the course of performing the Services shall be the property of the City and the City shall have the unrestricted right to use or disseminate the same without payment or further compensation to Consultant. Copies of Consultant's work product may be retained by Consultant for its own records.

17. Entire Agreement and Amendments.

A. This Agreement supersedes all prior proposals, agreements, and understandings between the parties and may not be modified or terminated orally.

B. No attempted waiver of any of the provisions hereof, nor any modification in the nature, extent or duration of the work to be performed by Consultant hereunder, shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

18. Resolution of Disputes.

Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties. In the event that the parties cannot reach agreement, parties agree to submit their dispute to non-binding arbitration prior to the commencement of any legal action or suit. The parties are free to choose a mutually agreeable arbitrator. In the event of a lack of agreement between the parties, the matter shall be submitted to the Judicial Arbitration and Mediation Services and be subject to its Commercial Arbitration Rules. Each party shall bear its own costs and fees, and share equally in the cost of the arbitration.

19. Severability.

If any provision of this Agreement is held by court of competent jurisdiction to be

invalid, void or unenforceable, the remaining provisions nevertheless will continue in full force and effect without being impaired or invalidated in any way.

20. Governing Law.

This Agreement shall be governed by the laws of the State of California. Venue shall be within the County of Los Angeles.

21. Effective Date.

Unless otherwise specified herein, this Agreement shall become effective as of the date set forth on which the last of the parties, whether City or Consultant, executes said Agreement.

22. Retention of Records/Audits.

The parties shall each maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited, and the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement. The City, State, State Auditor, FHWA, or any duly authorized representative of the federal government having jurisdiction under federal laws or regulations (including the basis of federal funding in whole or in part) shall have access to any books, records, and documents of the Consultant pertaining to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

23. Exhibits.

The following exhibits to which reference is made in this Agreement are deemed incorporated herein in their entirety:

Exhibit "A" Proposal dated August 18, 2017

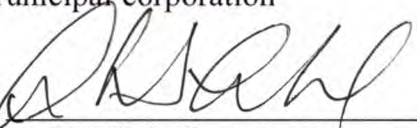
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AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE  
CITY OF SOUTH GATE AND MANAGEMENT PARTNERS, INC.

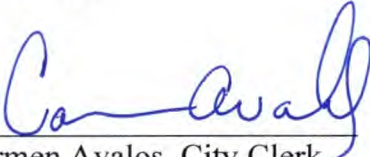
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

**CITY OF SOUTH GATE,**  
a municipal corporation

Date: 10-30-17

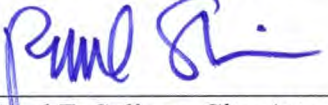
By:   
Michael S. Flad, City Manager

**ATTEST:**

  
Carmen Avalos, City Clerk

(SEAL)

**APPROVED AS TO FORM:**

  
Raul F. Salinas, City Attorney

**MANAGEMENT PARTNERS, INC.,**  
an Ohio corporation

Date: \_\_\_\_\_


By: \_\_\_\_\_  
Gerald E. Newfarmer, President and CEO

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE  
CITY OF SOUTH GATE AND MANAGEMENT PARTNERS, INC.

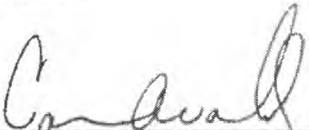
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

**CITY OF SOUTH GATE,**  
a municipal corporation

Date: 10-30-17

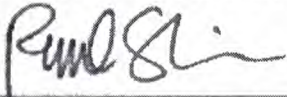
By:   
Michael S. Flad, City Manager

**ATTEST:**

  
Carmen Avalos, City Clerk


(SEAL)

**APPROVED AS TO FORM:**

  
Raul F. Salinas, City Attorney

**MANAGEMENT PARTNERS, INC.,**  
an Ohio corporation

Date: 11-3-17

By:   
Gerald E. Newfarmer, President and CEO

**Exhibit "A"**

Proposal and Fee Schedule dated August 18, 2017

(Attached)

# Management Partners



August 18, 2017

Mr. Arturo Cervantes  
Director of Public Works/City Engineer  
City of South Gate  
8650 California Avenue  
South Gate, CA 90280

Dear Mr. Cervantes:

We appreciate the opportunity to submit a project plan to conduct an analysis of South Gate's street sweeping program and to identify available revenue and service delivery options. We have recent experience evaluating street sweeping services in other California jurisdictions. These analyses, as well as the analysis completed last year as part of the Gateway Cities Service Delivery/Cost Comparison Study, will build on our past work and experience in this area.

As you know from our previous work, Management Partners is a professional management consulting firm specializing in helping local government leaders. Our team members, comprised of experienced consultants who were previously city and county managers and other local government professionals, provide expertise in all aspects of municipal operations. Each assignment we undertake receives careful, professional attention and we have a well-earned reputation for the superior quality of our work products.

## **Understanding of the Project**

Management Partners has analyzed street sweeping operations for other cities and identified opportunities to improve their efficiency and effectiveness. Currently the City of South Gate has three positions assigned to the street sweeping program. However only one staff member, supplemented by part-time workers from other operations, is available to provide street sweeping services. In addition, the City owns and maintains four street sweepers, two of which are not operational, forcing the rental of additional equipment to perform 250 miles of street cleaning every week.

The City is also experiencing funding challenges, with insufficient sweeping revenues to support the total costs of the program. South Gate leaders are interested in an evaluation of options for closing the funding gap, including options for increasing revenues and making the

operation more efficient. This includes consideration of a competitive sourcing alternative that could provide the staffing and expertise required to provide services in a more efficient manner.

## **Project Approach**

The plan of work detailed below discusses five major activities and their component tasks. We know from experience that these will contribute to a successful project.

### ***Activity 1: Start Project***

Management Partners will begin this project by meeting with the appropriate City management staff to ensure we have a clear understanding of the objectives for this review. Following the meeting we will fine-tune the scope of work and finalize the project schedule.

The project start-up will form the basis of the partnership between our project team and the City. In addition to covering logistics, we will discuss the approach and timing. We understand that the work associated with this project is in addition to the normal work of the City and must be integrated in a way that minimizes disruption.

We will review publicly available background information such as the year-end expenditures for FY 2016/17, adopted FY 2017/18 budget, performance measures and detailed service delivery information.

### ***Activity 2: Conduct Analysis***

Management Partners will interview department staff to gain a solid understanding of the current organizational structure and street sweeping services provided. The interviews will provide an opportunity for us to carefully review program funding, operations, staffing, and the services that might be considered for competitive sourcing.

We will analyze department and service budget information, as well as staffing, workload and service levels. We will review any previous analyses regarding street sweeping services and prepare an analysis of options available to the City. At the conclusion of this activity, we will summarize the results of our analysis.

### ***Activity 3: Perform Benchmarking Analysis and Identify Best Practices***

During this activity, we will compare data from the City's street sweeping program to departments in cities of a similar size, especially those who have successfully researched and implemented various options for street sweeping operations. We will work with you to develop the specific criteria and peer jurisdictions. We will develop a survey tool to gather comparative budget, staffing and operations data from those cities.

We will compare rates charged in other cities and obtain copies of service agreements and review them to identify best practices and assess their possible applicability to South Gate. This



will provide helpful data, particularly with respect to economic impact, should the City decide to outsource its operation. We will prepare a list of best practices, including contract management protocols, performance standards, vendor reporting requirements, and other strategies to ensure service quality while controlling long-term costs.

#### ***Activity 4: Report Results***

Once we have completed our research and analysis, we will prepare a draft report that contains the following.

- » An assessment of the street sweeping program, including staffing, operations, equipment and budget.
- » A cost analysis comparing existing revenues to existing expenditures. The analysis will also identify any funding gaps.
- » An examination of possible service delivery options. Each option will consider staffing, operations, equipment, and budget needs. The first option will be based on the existing service delivery approach, however optimized.
- » A decision-matrix for selecting all options. We will work with the City to identify comparative variables so that cost is not the only determining factor.
- » A review of best practices and peer research from other cities and circumstances specific to South Gate that merit consideration when choosing next steps.
- » Recommendations for action.

We will present the draft report for review and comment. We will then make revisions, as necessary, to address comments and questions from the project manager and members of the City team in the final project report.

#### ***Activity 5: Prepare Implementation Action Plan***

Management Partners has a strong bias for action. Our reports and resulting recommendations become tools for setting priorities, and for developing work plans. After completing the project report, we will prepare a draft Implementation Action Plan incorporating each recommendation in the project report. The draft action plan sets forth the steps required for implementation, assigns responsibility for action, and an assigned priority level (immediate, near or long term) for initiating each recommendation.

The action plan is prepared as a draft and becomes final once the director integrates the action steps into the work plan develops dates for planned completion. The action plan offers an important management tool for actual implementation of the work reflected in the project report.

### **Project Team**

Management Partners has a project team that is highly qualified to complete this work for the City of South Gate. Andrew Belknap, Regional Vice President, will serve as project director and





oversee the substantive work of the project. Teri Cable, Senior Management Advisor, will serve as project manager and be responsible for execution of the project. They will be assisted by Martin Pastucha and Heain Lee. Brief qualifications for each are summarized below.

**Andrew Belknap** is Regional Vice President of Management Partners' western operations, based in San Jose, California. He has more than 20 years of local government experience, including service as a city manager, public works director, and consultant to California municipalities and special districts. A trained economist, Andy brings a special expertise to fiscal analysis and public finance issues. His blend of quantitative skills, coupled with a practitioner's understanding of public services and management systems, adds value to all types of organizational and policy analysis. He has experience in the optimization of business licensing programs in a variety of municipal settings in California, and helped the new City of Rancho Cordova evaluate the transition from an inherited county system to a system designed for a city. He also served as the consultant for the City of Ojai when the City updated its business license program and won approval from the voters for the increase.

**Teri Cable**, Senior Management Advisor, has more than 30 years of analytical, budget, grants management and outsourcing experience. Prior to joining Management Partners, Teri was the administrative and enterprise services manager for the City of Santa Ana Public Works Agency, where she developed special expertise negotiating and managing complex contracts for services such as refuse hauling, landscape maintenance and street lighting. She established a track record for developing effective, long-term private sector partnerships to provide quality public services in an efficient manner. She also directed the development and implementation of the Agency's \$117 million annual budget, and managed operation of the Santa Ana Regional Transportation Center and various real property leases. Teri's experience also includes management positions for the City of Orange and the Orange County Health Care Agency, and policy-making experience as an elected director of the East Orange County Water District from 1994 to 1999. Since joining Management Partners, Teri has assisted the cities of South Gate, Fountain Valley, Seal Beach, Newport Beach, San Bernardino, Beverly Hills, and worked with the Cities of San Mateo and Long Beach in their analyses of street sweeping operations.

**Martin Pastucha**, Special Advisor, joined Management Partners in 2017 after a 32-year career in local government in California. He retired as the director of Public Works/Airport from the City of Santa Monica, with previous service as director of Public Works in Pasadena and La Habra, California with a combined total of 18 years of experience at the executive level. He also has vast experience in public works operations, having spent eight years in management and supervisory roles. He also served in various leadership roles in the Public Works Division of the League of California Cities, including as president. He represented the Public Works Officers on the League Board of Directors. He is an active member of American Public Works Association serving on the International Affairs Committee and as a Board Member of the Southern California Chapter.



**Heain Lee**, Management Advisor, is a trained public policy analyst who is adept at analyzing and framing issues, both quantitatively and qualitatively. She has an in-depth understanding of economics and experience with data collection and analysis, measuring outcomes in various sectors. Her analytic training includes multivariate economic analysis, cost-benefit analysis, modeling and operations research, public financial management and budgeting, and strategic planning for the public sector. She is experienced using these tools with data, whether readily available or not, to produce tangible recommendations in team settings. She has supported many of Management Partners projects, including financial sustainability projects for the cities of Morro Bay and Gilroy, and the Hayward Area Recreation and Park District, California; and Yuma County, Arizona.

## **References**

Management Partners has a proven track record of managing projects and assignments to the satisfaction of our clients. Our ultimate pledge is that the client is satisfied with our work, and as such, we commit the resources necessary to complete the tasks by the adopted deadlines. We believe our track record of completing similar projects for local governments on time and on budget, with quality deliverables specifically designed to be implemented, make Management Partners well qualified to execute this work.

A list of recent references that are related to this scope of work is included below. Additionally, our website, [managementpartners.com](http://managementpartners.com), contains a list of past clients, and you are welcome to contact any of them.

### **San Mateo, California**

Management Partners conducted a competitive sourcing analysis for San Mateo's street sweeping services. We assisted the City in determining whether competitive sourcing could provide a cost-effective alternative to continuing to manage and provide the service in house. Based on the analysis, Management Partners recommended the City explore a competitive bidding process for its street sweeping program. Subsequent to our analysis, we helped the City prepare a Request for Proposals for the service.

Client Contact:            Mr. Gary DeJesus  
                                     Environmental Services Deputy Director  
                                     City of San Mateo  
                                     330 West 20th Ave  
                                     San Mateo, CA 94403  
                                     (650) 522-7309

### **Long Beach, California**

Management Partners analyzed the City's street sweeping and refuse collection operations to identify opportunities for providing the same or better level of service through competitive sourcing, and to quantify the potential cost savings that could be achieved. The project included an extensive review of documents, interviews with managerial staff, benchmarking, and the



application of best practices. Our analysis indicated Long Beach could save between \$1.6 and \$2.3 million annually by outsourcing street sweeping services and between \$3.6 and \$5.5 million by outsourcing refuse-hauling services. Subsequent to our analysis, we prepared Request for Proposals for each of these services.

Client Contact: Mr. Patrick West, City Manager  
333 W. Ocean Boulevard  
Long Beach, CA 90802  
(562) 570-6916

### Orange, California

Management Partners analyzed the feasibility of alternative service delivery options for several maintenance services provided by Orange's Public Works Department. The project involved conducting interviews and benchmarking to compare Orange's approach to service delivery with other appropriate local government agencies, including several that had outsourced some of the services. Our analysis indicated that Orange could save approximately \$100,000 and improve service quality by outsourcing graffiti removal. Contracting for street sweeping would provide up to \$389,000 in annual cost savings while eliminating the need to invest \$2.1 million to replace equipment that was at the end of its useful life. Based on our recommendations the City issued a request for proposals and contracted street sweeping services for an estimated savings of \$2.3 million. Our analysis also validated the efficiency of the City's facilities, fleet, sewer and traffic signal maintenance under the current, in-house service delivery model.

Client Contact: Mr. Rick Otto, City Manager  
300 E. Chapman Avenue  
Orange, CA 922866  
(714) 744-2206

### Daly City, California

Management Partners reviewed the entire Public Works organization, which included the Administration, Engineering, Streets, and Building Maintenance Divisions. Specific recommendations were made to flatten the organization structure and improve span of control, improve capital projects management, increase productivity, and determine the best means of service (in-house or contract) for specific service lines. The resulting report included specific recommendations for improvement.

Client Contact: Ms. Pat Martel, City Manager  
333 - 90<sup>th</sup> Street  
Daly City, CA 94015  
(650) 991-8034



### Fee Proposal

Management Partners estimates that 171 hours of consulting assistance will be required to complete the activities above. The ultimate test of a quality project is that the client is pleased with the results, and we are committed to achieving that goal. The total cost of this project is \$24,900, which includes all fees and expenses.

### Conclusion

We would be pleased to continue assisting the City of South Gate with this important work. Please feel free to contact me if you have any questions about this proposal.

Sincerely,



Andrew Belknap  
Regional Vice President

Accepted for the City of South Gate by:

Name: Victor H. Ferrer

Title: Management Analyst

Date: 08/21/2017

