



CITY OF MONTEBELLO CITY COUNCIL

REGULAR MEETING AGENDA

WEDNESDAY, OCTOBER 27, 2021 AT 5:30 P.M.

**CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA**

CITY COUNCIL

Kimberly A. Cobos-Cawthorne, Mayor
David N. Torres, Mayor Pro Tem
Angie M. Jimenez, Councilmember
Scarlet Peralta, Councilmember
Salvador Melendez, Councilmember

CITY MANAGER

René Bobadilla, City Manager

CITY TREASURER

Rafael Gutierrez

CITY ATTORNEY

Arnold M. Alvarez-Glasman

CITY CLERK

Christopher Jimenez

DEPARTMENT HEADS

Assistant City Manager
Fire Chief
Police Chief
Director of Finance
Director of Human Resources
Director of Planning/Community Development
Director of Public Works
Director of Recreation and Community Services
Acting Director of Transportation

Arlene Salazar
Fernando Pelaez
Brad Keller
Michael Solorza
Nicholas Razo
Joseph Palombi
James Enriquez
David Sosnowski
Adrianna Kendricks

NOTICES

COVID-19 NOTICE: Pursuant to the Executive Order N-29-20 and No. N-35-20 from the Executive Department of the State of California and the County of Los Angeles Department of Public Health Safer at Home Order, Council Members may attend City Council meetings via teleconferencing and make public meetings accessible telephonically or electronically to all members of the public seeking to observe and address the City Council. The City Council and Staff will meet in person at the Council Chambers but **due to the increased transmission from the Delta Variant and to ensure the health and safety of the public, the Council Chambers will be available for limited attendance during the public comment period or public testimony period for public hearings of the City Council meetings and all real time public participation, pursuant to Assembly Bill 361, will take place in person by attending the City Council meeting at City Hall – City Council Chambers, 1600 West Beverly Boulevard, Montebello, California and will continue to occur telephonically and/or in writing until further notice.** Consistent with the Executive Order, the City Council meeting will continue to be live streamed and can be watched on the City's website at: <https://www.cityofmontebello.com/government/live-streaming.html>, and may also be viewed on Spectrum Public Access Channel 3 for all Spectrum cable subscribers.

AMERICANS WITH DISABILITIES ACT: In compliance with the Americans with Disabilities Act (ADA) any person with a disability who requires special accommodations in order to participate in a meeting should contact the Administration Office at (323) 887-1363 Monday-Thursday from 7:30 a.m.-5:30 p.m. Please call 48 hours prior to the meeting to ensure that reasonable arrangements can be made to provide accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II 1203). If you require translation services, please contact the City Clerk's office 24 hours before this meeting.

STATEMENT OF PUBLIC COMMENTS AND PARTICIPATION: Members of the public may address the City Council on Closed Session items during the "Public Comments for Closed Session Items" period. The public may also address the City Council on any items listed on the Agenda and on items *not* listed on the Agenda (Non-Agenda Items) during the "Public Comments" period. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. For those interested in making public comments, you may address the City Council in person *or* call in to the City Clerk's office as listed below until the day of the meeting **prior to the start of each Public Comments period, Wednesday, October 27, 2021.** In order to conduct a timely meeting, the maximum time allotted for members of the public to speak on any or all agenda items and on any Non-Agenda Item(s) shall not exceed three (3) minutes per person; the period for all "Public Comments" may be limited to 30-minutes. In person speakers will be addressed first, speaker cards will follow thereafter. *In person speakers* will be required to sign-in at the check-in center located on the north entrance of City Hall. Staff will complete and number the speaker cards in the order received; only five (5) speakers will be allowed inside the Council Chambers at a time. The public can also submit *speaker card requests* by calling at **(323) 887-1216**, Staff will complete the speaker cards and speakers will be called in the order received. Both in person speakers and speaker cards will be addressed during the "Public Comments" periods only. City Council meeting – Closed Session begins at 5:30 p.m. and Regular Session begins at 6:30 p.m. The exact call back time is not predictable due to the nature of the City Council agenda. As a result, you must be available until the end of the public comments period. The City has also created an email address, ccpubliccomment@cityofmontebello.com, where the public can submit public comments up until the day of the meeting, **Wednesday, October 27, 2021 between 7:30 a.m. – 3:30 p.m.** These comments will be submitted to all members of the City Council and may not be read aloud but will be entered into the record of the proceedings to the extent they relate to matters listed on the posted agenda or otherwise address matters/issues within the subject matter jurisdiction of the City Council. Any requests to provide public comment which is submitted after the deadlines indicated above will not be addressed at the council meeting, with the exception of non-agenda written item comments which will be held over to be included in the record of the next regularly scheduled meeting.

AGENDA MATERIALS: The agenda and agenda packet related to items on this agenda are available for public inspection at City's website at: <https://www.cityofmontebello.com/council-agendas.html>. Ten copies of the agenda will be available for pickup and distributed between the front, west, and north entrance of City Hall on a first-come, first-served basis. The agenda cover sheets may also be emailed upon request.

IN CONSIDERATION OF OTHERS, PLEASE TURN OFF, OR MUTE, ALL CELL PHONES AND PAGERS
THANK YOU FOR YOUR COOPERATION

OPENING CEREMONIES

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS FOR CLOSED SESSION ITEMS

Pursuant to AB 361 and the guidelines specifically stated in this agenda above, at this time, the general public may address the City Council on Closed Session Items. Please be aware that the maximum time allotted for members of the public to speak on Closed Session Items shall not exceed three (3) minutes per person. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor.

CLOSED SESSION – 5:30 P.M.

The City Attorney shall provide a briefing on the item listed for Closed Session as follows:

1. **THREAT TO PUBLIC SERVICES OR FACILITIES**
Government Code Section 54957
Consultation with City Manager, Police Chief, City Attorney and other related City officials.
2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Government Code Section 54956.9(d)(2)
Threat of litigation – One matter related to the CVRA
3. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
NASA Services, Inc. v. City of Montebello; Case No. 21STCP01969

REGULAR SESSION – 6:30 P.M.

INVOCATION

FLAG SALUTE

CORRECTIONS TO THE AGENDA – CITY MANAGER

PRESENTATIONS

4. **RECOGNITION LIFE LINE AMBULANCE – MAXIM GORIN**
5. **COMMUNITY CO-OP DISTRICT PROGRAM**

PUBLIC COMMENTS ON NON-AGENDA AND AGENDA ITEMS (30 MINUTES)

Pursuant to AB 361 and the guidelines specifically stated in this agenda above, at this time, the general public may address the City Council on both non-agenda *and* agenda items. Please be aware that the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per speaker. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST**REGULAR BUSINESS****6. FISCAL YEAR 2021-22 FIRST QUARTER BUDGET REPORT**

RECOMMENDATION: It is recommended that the City Council:

- 1) Receive and file this agenda report and the presentation on the Fiscal Year 2021-22 First Quarter Budget report; and
- 2) Approve the updated and amended Resolution Adopting the Compensation Plan and Table of Organization (Attachment A) and the updated Master Position Control (Attachment B); and
- 3) Take whatever additional actions necessary.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion. Such approval will also waive the reading of any ordinance.

7. ADOPT ORDINANCE NO. 2443 AMENDING AND RESTATING THE RULES OF ORDER AND PROCEDURE FOR THE CONDUCT OF ALL CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS, PROCEEDINGS, AND BUSINESS – SECOND READING

RECOMMENDATION: It is recommended that the City Council:

- 1) Rescind Resolution Nos. 89-70, 06-22, 11-89, and 19-124; and
- 2) Waive Second Reading of Ordinance No. 2443 amending and Restating the Rules of Order and Procedure for the Conduct of all City Council and Successor Agency Meetings, Proceedings, and Business; and
- 3) Take such additional, related, action that may be desirable.

8. **AUTHORIZE ISSUANCE OF A REQUEST FOR PROPOSAL (RFP) FOR CITY-WIDE GRAPHICS REFRESH AND REBRANDING AND PUBLIC SIGNAGE IMPROVEMENTS**

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize staff to release a Request for Proposals (RFP) to solicit qualified graphic design consultants to assist Montebello in refreshing and updating its entire graphics and branding footprint.

9. **PAVING THE WAY – PHASE 1 (CP 875) – NOTICE OF COMPLETION**

RECOMMENDATION: It is recommended that the City Council:

- 1) Accept the Paving the Way – Phase 1 Project (CP 875) as completed by Sequel Contractors, Inc.; and
- 2) Approve the Final Construction Budget and Expenditures (Attachment A); and
- 3) Approve the final contract amount with Sequel Contractors, Inc. for the construction of the Project in the amount of \$2,091,368, including change orders; and
- 4) Authorize the City Clerk to execute, verify and file the Notice of Completion (Attachment B) with the Los Angeles County Registrar-Recorder; and
- 5) Authorize the City Manager to release the retention payment due to Sequel Contractors, Inc. following the mandatory waiting period from the date the Notice of Completion is recorded; and
- 6) Take such additional, related, action that may be desirable.

10. **PAVING THE WAY – PHASE 3 (CP 879) – NOTICE OF COMPLETION**

RECOMMENDATION: It is recommended that the City Council:

- 1) Accept the Paving the Way – Phase 3 Project (CP 879) as completed by ONYX Paving Co., Inc.; and
- 2) Approve the Final Construction Budget and Expenditures (Attachment A); and
- 3) Approve the final contract amount with ONYX Paving Co., Inc. for the construction of the Project in the amount of \$3,009,704, including change orders; and
- 4) Authorize the City Clerk to execute, verify and file the Notice of Completion (Attachment B) with the Los Angeles County Registrar-Recorder; and
- 5) Authorize the City Manager to release the retention payment due to ONYX Paving Co., Inc. following the mandatory waiting period from the date the Notice of Completion is recorded; and
- 6) Take such additional, related, action that may be desirable.

11. AWARD A CONSTRUCTION CONTRACT FOR N. CONCOURSE AVENUE STREET IMPROVEMENT PROJECT (CP NO. 880)

RECOMMENDATION: It is recommended that the City Council:

- 1) Award a Construction Contract for C.P. No. 880 – N. Concourse Avenue Street Improvement Project in the amount of \$224,473 to All American Asphalt; and
- 2) Authorize the Director of Public Works to review and approve change orders within a 15% contingency of the contract amount as recommended by the City Engineer; and
- 3) Authorize the City Manager to execute the Contract Agreement, on behalf of the City; and
- 4) Take such additional, related, action that may be desirable.

12. AWARD A CONSTRUCTION CONTRACT FOR VARIOUS STREETS IMPROVEMENT PROJECT (CP NO. 881)

RECOMMENDATION: It is recommended that the City Council:

- 1) Award a Construction Contract for C.P. No. 881 – Various Streets Improvement Project in the amount of \$771,461 to Sequel Contractors, Inc.; and
- 2) Authorize the Director of Public Works to review and approve change orders within a 25% contingency of the contract amount as recommended by the City Engineer; and
- 3) Authorize the City Manager to execute the Contract Agreement, on behalf of the City; and
- 4) Take such additional, related, action that may be desirable.

13. REQUEST TO PURCHASE DESKTOP COMPUTERS FOR ESSENTIAL PUBLIC SAFETY SERVICES

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the issuance of a Purchase Order to CDW-Government, LLC (CDW-G) to purchase sixty-three (63) desktop computers in an amount not to exceed \$81,125.

14. APPROVE AGREEMENT NO. 3929 WITH MOTOROLA SOLUTIONS TO PROVIDE RADIO INFRASTRUCTURE AND RELATED COMMUNICATIONS SERVICES

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize the City Manager to enter into a sole source agreement with Motorola Solutions to provide radio infrastructure and related communications services in an amount that shall not exceed \$185,568 annually through June 30, 2024 (total amount of \$556,704); and
- 2) Authorize staff to issue payment for past due invoices in the amount of \$61,856; and
- 3) Take such additional, related, action that may be desirable.

15. APPROVE AGREEMENT NO. 3930 BETWEEN THE CITY OF MONTEBELLO AND THE SAN GABRIEL VALLEY REGIONAL HOUSING TRUST (SGVRHT) TO DEVELOP AND OPERATE THE EMERGENCY NON-CONGREGATE SHELTER PILOT PROGRAM (OPERATION STAY SAFE)

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize the City Manager to enter into an Agreement between the City of Montebello and the San Gabriel Valley Regional Housing Trust (SGVRHT) to develop and operate emergency non-congregate shelter pilot program (Operation Stay Safe); and
- 2) Amend the Fiscal Year 2021-22 budget by increasing appropriations by \$250,000 in expenditure Account No. 265-85-853-6040.95 (Grants, Fire, SGVRHT Operation Stay Safe, Other Professional Services) and \$250,000 in revenue Account No. 265-99-4198.99 (Grants, Miscellaneous Grants – SGVRHT Operation Stay Safe); and
- 3) Take such additional, related, action that may be desirable.

16. APPROVE DONATION OF FOUR (4) SURPLUS FIRE ENGINES/VEHICLES (WAIVER AND GENERAL RELEASE AGREEMENT NO. 3931)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the donation of four (4) surplus fire engines/vehicles; and
- 2) Authorize the City Manager to sign the attached Waiver and General Release Agreement No. 3931 (Attachment B) with the Rio Hondo College Fire Academy (Academy) to donate one (1) of the surplus fire engines; and
- 3) Authorize the City Manager to sign any subsequent waivers and/or releases necessary to transfer the remaining three (3) surplus vehicles; and
- 4) Take such additional, related activities that may be desirable.

17. A REQUEST TO APPROVE ISSUANCE OF A BLANKET PURCHASE ORDER TO TYLER SOLUTIONS FOR FISCAL YEAR 2021-22

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize issuing a blanket purchase order to Tyler Solutions in the amount of \$50,000 to purchase miscellaneous additional services related to the use of their software solutions during Fiscal Year 2021-22

18. ADOPT RESOLUTION NO. 21-80 APPROVING A ZERO-EMISSION BUS ROLLOUT PLAN FOR SUBMISSION TO THE CALIFORNIA AIR RESOURCES BOARD (CARB)

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt a Resolution approving a Zero-Emission Bus (ZEB) Rollout Plan for submission to the California Air Resources Board (CARB); and
- 2) Take such additional, related, action that may be desirable.

19. APPROVE PROFESSIONAL SERVICES AGREEMENT, NO. 3928, WITH JOHNSON CONTROLS, INC., TO PURCHASE AND INSTALL NEW ROOFING AND A HEATING, VENTILATION, AND AIR CONDITIONING SYSTEM FOR THE TRANSPORTATION DEPARTMENT

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve Professional Services Agreement, No. 3928 (Agreement No. 3928), with Johnson Controls, Inc., to purchase and install new roofing and a Heating, Ventilation, and Air Conditioning (HVAC) system for the Transportation Department; and
- 2) Authorize the City Manager to execute Agreement No. 3928 on behalf of the City of Montebello (City); and
- 3) Utilize the Sourcewell Cooperative Purchasing Program, Contract No. 070121-JHN (effective August 12, 2021 to August 12, 2025); and
- 4) Amend the Fiscal Year (FY) 2021-2022 budget to increase appropriations by the amounts and in the accounts listed on page two, for a total not-to-exceed amount of \$4,840,906; and
- 5) Take such additional, related, action that may be desirable.

20. QUARTERLY TREASURER'S REPORT FOR THE QUARTERS ENDING JUNE 30, 2020 AND JUNE 30, 2021 (FISCAL YEAR END REPORTS)

RECOMMENDATION: It is recommended that the City Council:

- 1) Receive and file the Quarterly Treasurer's Reports for the fiscal year ending periods of June 30, 2020 and June 30, 2021

21. PAYMENT OF BILLS: RESOLUTION NO. 21-86 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED OCTOBER 27, 2021

RECOMMENDATION: Adopt Resolution No. 21-86 approving the Warrant Register dated October 27, 2021.

COUNCIL ORALS

Council member announcements; requests for future agenda items; conference/meetings reports.

1. **Councilmember Melendez**
2. **Councilmember Jimenez**
 - a. Dia De Los Muertos Event
3. **Councilmember Peralta**
4. **Mayor Pro Tem Torres**
 - a. Financial Requests
5. **Mayor Cobos-Cawthorne**
 - a. Montebello Fire Department Financial Hardship Program
 - b. City Halloween events

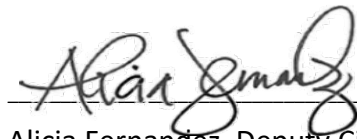
AB 1234 TRAVEL REPORTS

Members of the City Council will provide a brief report on meetings attended at the expense of the local agency as required by Government Code Section 53232.3(d).

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on November 10, 2021 at 5:30 p.m.** which can be live streamed at www.cityofmontebello.com (Click on Live Stream).

I, Alicia Fernandez, Deputy City Clerk for the City of Montebello hereby certify that a copy of this agenda has been posted on or before Sunday, October 24, 2021 5:30 p.m.



Alicia Fernandez, Deputy City Clerk



CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Michael Solorza, Finance Director

SUBJECT: Fiscal Year 2021-22 First Quarter Budget Report

DATE: October 27, 2021

RECOMMENDATION (S):

It is recommended that City Council:

1. Receive and file this agenda report and the presentation on the Fiscal Year 2021-22 First Quarter Budget report; and,
2. Approve the updated and amended Resolution No. 21-87 Adopting the Compensation Plan and Table of Organization (Attachment A) and the updated Master Position Control (Attachment B); and,
3. Take whatever additional actions necessary.

FISCAL IMPACT

The Fiscal Year 2021-22 budget was adopted on June 23, 2021. Since adoption, changes (amendments) to the budget have been made. In addition, there are now three months of actuals (revenue and expenditures) that allow trends to be analyzed and an updated budget forecast to be presented. This 1st Quarter Budget report will focus on the General Fund, and will provide updated expenditure and revenue projections for the fiscal year. There will also be a brief discussion of the Golf Course fund as well as the two enterprise funds which record the activity of the City-owned hotels (Hilton Garden Inn and Home2Suites).

The General Fund budget was adopted with a \$310,460 surplus; revenue of \$61,719,150 forecasted higher than expenditures of \$61,408,690. Since adoption in June, budget amendments have been made to department expenditure appropriations. Updated

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Fiscal Year 2021-22 First Quarter Budget Report

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(unaudited) revenue performance at the June 30, 2021 fiscal year close has provided additional information to update FY 2021-22 revenue projections.

The updated expenditure and revenue projections for the General Fund are presented in the table below, as well as the amended budgets:

	FY 2021-222 ADOPTED	FY 2021-22 AMENDED	FY 2021-22 PROJECTED (1st Quarter)
EXPENDITURES	61,408,690	63,790,021	63,482,985
REVENUE	61,719,150	61,719,150	64,011,850
Surplus / (Deficit)	310,460	(2,070,871)	528,865

The updated projections indicate a \$528,865 surplus for FY 2021-22 (revenue exceeding expenditures). The paragraphs below present a more detailed discussion of the changes based on 1st Quarter (July – September) actuals and their impact on the forecast for fiscal year end. It should be noted that the updated revenue projections do not include recognition of revenue received through the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) program. Further discussion on subsequent pages provide detail of how CSLFRF revenue will be recorded in the General Fund in FY 2021-22.

ANALYSIS

At the time the FY 2021-22 budget was adopted on June 23, 2021, revenue and expenditure forecasts were based on April and May information, tempered and informed by prior year and historical data. The closing of the books for FY 2020-21 provided additional insight into revenue and expenditure performance.

That information along with additional data from July – September (1st Quarter) allows an updated forecast for fiscal year-end to be presented. Additional data in the coming months will be utilized to update the forecast again for the 2nd Quarter (mid-year) presentation. The mid-year budget update will also serve as a “jumping off” point to begin FY 2022-23 budget preparation discussions.

The paragraphs below present highlights of significant changes to revenue and expenditure projections in the General Fund, followed by a discussion of CSLFRF revenue and an overview of golf course and hotel operations.

Revenue

Overall, General Fund revenue is projected to be \$2,292,700 higher than the adopted budget. This is the net impact of increases and decreases to revenue accounts in the General Fund. The table below presents a high-level overview – by major revenue category – of these changes:

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Fiscal Year 2021-22 First Quarter Budget Report

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	FY 21-22 ADOPTED	FY 21-22 FORECAST	Variance
SALES TAX	20,765,000	22,675,000	1,910,000
PROPERTY TAX	14,293,100	14,293,100	-
OTHER TAXES	610,000	500,000	(110,000)
FRANCHISE TAXES	2,163,000	2,213,000	50,000
LICENSES AND PERMITS	5,942,000	6,255,000	313,000
FINES AND FORFEITURES	2,250,000	2,500,000	250,000
INVESTMENT INCOME	575,000	475,000	(100,000)
INTERGOVERNMENTAL	7,500	7,500	-
CHARGES FOR SERVICE	7,291,850	7,571,550	279,700
OTHER REVENUE	882,500	882,500	-
Sub-total Operating Revenue	54,779,950	57,372,650	2,592,700
TRANSFERS IN	4,100,000	3,800,000	(300,000)
PROCEEDS FROM CAPITAL LEASE	-	-	-
ADMINISTRATIVE OVERHEAD	2,839,200	2,839,200	-
	6,939,200	6,639,200	(300,000)
	61,719,150	64,011,850	2,292,700

The largest positive change comes in the Sales Tax category (increase of \$1.910 million). The pandemic has wreaked havoc with the economy and society the past eighteen months. It was prudent to conservatively project sales tax revenue for FY 2021-22, especially not knowing how the final quarters of FY 2020-21 would play out. In addition, the newly enacted Measure H transaction and use tax had only become active as of July 1, 2020; therefore no prior historical data was available to inform projections.

The table below shows FY 2020-21 budget and actuals (unaudited) and the FY 2021-22 adopted budget and updated forecast for all three major sales tax revenue streams:

	2020-21 Adopted Budget	2020-21 Actual	FY 21-22 ADOPTED BUDGET	FY 21-22 UPDATED FORECAST	Variance
Sales Tax	11,270,000	13,507,132	12,470,000	13,750,000	1,280,000
Sales Tax-Monterey Park Marketplace	971,000	1,064,486	1,125,000	1,125,000	0
Sales Tax-Measure H	6,000,000	7,698,629	7,170,000	7,800,000	630,000
	18,241,000	22,270,247	20,765,000	22,675,000	1,910,000

Sales tax performance for last fiscal year outstripped the budget by more than \$4.0 million. The updated forecast for FY 2021-22 adds \$1.910 million to the adopted budget, increasing total sales tax to \$22.675 million. Staff will continue to monitor trends and work closely with the City's third party consultant to update these forecasts as the year progresses, and adjust projections as more data becomes available.

The drop of \$110,000 in Other Taxes is from a slowing of Transient Occupancy Tax (TOT). It should be noted that General Fund TOT performance does not reflect the operations of the City-owned Hilton Garden Inn and Home2Suites hotels. Those operations have their revenue and expenditure activity recorded in two separate and distinct enterprise funds (i.e., non-General Fund).

The increase of \$313,000 in the Licenses and Permits category is due to improved performance in Business License. Every approved, legal business operating in Montebello must have a business license. The City contracted for the administration of this program to HDL and Companies in October, 2020. The knowledge and professionalism of the HDL staff have increased the number of businesses complying with the City's business license requirement. With additional businesses added, and annual renewals properly followed up on, overall revenue has increased. It should also be noted that the full-time City position previously responsible for business license program management has been vacant since November, 2021 and not filled. This vacancy provides additional savings on the expense side of the ledger.

This improved revenue performance has occurred despite the fact that business license rates remain frozen at 2010 levels. Staff re-implemented the freeze early this year in response to the pandemic. However, Staff have reviewed the freeze with the City Attorney's office and its consultant (HDL) and have a proposal for lifting the freeze and updating fees. The update would improve equity amongst business types in the City, as well as improve overall revenue performance. Staff will follow-up with the City Council in subsequent meetings.

The Fines and Forfeitures category is projected to see \$250,000 in additional revenue for FY 2021-22. The primary reason is improved collection and remittance of moving violations and parking tickets. The pandemic caused a decrease in the remittance of fine payments – with suspended street-sweeping related parking enforcement and leniency by the Los Angeles County superior court. Staff is currently reviewing proposals to improve street sweeping related parking enforcement, which will help the City comply with clean water mandates as well as improve City streets' aesthetics. The by-product of this improved performance will be additional parking enforcement revenue.

Investment Income is projected to be reduced (\$100,000) due to a continued low-interest rate environment. The \$279,700 increase to Charges for Service is from improved fire inspection collection and additional fire plan check revenue. The newly rejuvenated Fire Department Prevention Bureau – with a full-time, professional Fire Marshall and (currently) one full-time Fire Inspector I – has allowed the City to meet its State Fire Code inspection mandates. This activity in turn means additional inspection revenue, as staff time is recovered through charging inspection fees.

Transfers In (non-operating) revenue will be reduced by \$300,000. This reduction is from lower pension (i.e., PERS) costs. This particular Transfer In reimburses the General Fund for pension related expenses, utilizing revenue from the Property Tax Override. While revenue is reduced, there is a concomitant reduction in pension expenses.

The additional \$2.293 million in General Fund revenue is a positive sign of the recovering economy, improved operations, and other related changes. Staff will continue monitoring revenue actuals, and will present an updated forecast with the 2nd Quarter (mid-year)

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Fiscal Year 2021-22 First Quarter Budget Report

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update in February. The following paragraphs provide additional analysis on General Fund expenditure projections.

Expenditures

General Fund expenditures are projected to be \$63,482,985 for FY 2021-22. This increase over the adopted budget takes into account budget amendments approved by the City Council since July, as well as encumbrance rollovers. These two categories of actions increased the adopted budget by \$2,381,331. (Encumbrance rollovers occur when purchase orders are carried over from one fiscal year to the next. Generally, this happens when a project or service has not been completed and/or invoices are still pending.)

The table below shows – by Department/operational area – the adopted and amended budgets, as well as the updated projections based on first quarter actuals. The “Variance” column shows whether the projected amount is greater (positive amount) or less (negative amount) than the amended budget amount:

	FY 2021-22 ADOPTED	FY 2021-22 AMENDED	FY 2021-22 PROJECTED (1st Quarter)	Variance (Proj vs. Amended)
ADMINISTRATION/ELECTED	2,354,400	2,362,821	2,434,078	71,257
HUMAN RESOURCES/INFORMATION TECH	1,928,000	2,009,987	1,928,219	(81,768)
PUBLIC WORKS	9,512,600	10,796,100	10,915,249	119,149
FINANCE	2,130,300	2,130,511	2,274,796	144,285
COMMUNITY DEVELOPMENT	2,489,820	3,022,790	2,750,616	(272,174)
PARKS AND RECREATION	5,361,550	5,370,121	5,306,265	(63,856)
POLICE	18,818,950	18,909,974	18,722,861	(187,113)
FIRE	15,814,270	16,056,488	15,171,837	(884,651)
NON-DEPARTMENTAL	2,998,800	3,131,229	3,979,066	847,837
	61,408,690	63,790,021	63,482,985	(307,036)

For Administration, Finance and Public Works, the projected overage is generally due to additional professional services costs. For example, current work related to updating the City’s website is adding to the Community Promotion Division’s expenditures. In Finance, additional contract services expenses related to animal control (SEAACA) and business license administration is causing the overage forecast. The majority of utility expenses (i.e., electricity and water) are charged to the Public Works Department. Current projections are showing these costs exceeding budget.

At this point, Staff will not be seeking formal budget amendment action to cover these forecasted overages. Continued monitoring during the 2nd Quarter (October – December) will provide improved information that will better inform potential budget amendment decisions. Most often, overages at the line-item level can be handled administratively, moving appropriations from one account to another by taking advantage of budget savings in one area to cover overages in another, and hence not requiring an increase to total appropriations. The 2nd Quarter budget update will include formal budget amendment actions if required.

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The overage for Non-Departmental reflects the potential spending of remaining 2009A Excess Bond Proceeds, as well as higher than anticipated retiree medical costs. Staff in Public Works is reviewing pending facility and other projects that are 2009A Excess Bond Proceeds eligible. Subsequent City Council action will be requested to appropriate these funds as the project list is developed for the current fiscal year.

As for the additional retiree medical benefit expenses in Non-Departmental, Staff will monitor the current trend and adjust the budget as necessary. The large influx of additional retirees as of December 2020 due to the enhanced “golden handshake” program added to the ranks of those eligible for the City’s “Additional Retiree Benefit” (ARB) program. At the time of budget adoption, the full impact of these additional retirees was not known, hence the adopted budget was lower than necessary.

The remaining departments are showing varying degrees of budget savings. In Community Development, there is a reduced use of some professional services in the areas of plan check and cannabis consulting. As the City adds professional staff in various areas – Building Official, Combination Inspector, etc. – the reliance on third party consultants to provide services is reduced. This adjustment to operations improves service, while reducing the dependence on consultants.

Human Resources, Parks and Recreation and Fire are all realizing salary and benefit related savings. The adopted budget was developed assuming a certain staffing plan – making allowances for existing staff while projecting the cost impacts of additional staff added through the budget process. Offsetting some additional staff related costs are unexpected vacancies that occur across departments, or recruitments to fill vacancies taking longer than expected. Both of these situations ultimately produce (unanticipated) salary savings in the aggregate.

The City hosts several community events throughout the year, and the City Council has recently approved additional events (i.e., pet fairs, Dia de los Muertos, etc.). Generally speaking, the planned events’ budgets (i.e., supplies and contracted services) are included in the adopted FY 2021-22 budget. Staffing – mostly part-time – is handled at the aggregate level for the Parks and Recreation Department. In other words, a general staffing plan is developed and costed for the fiscal year, providing estimated budgets for the staff needed for all operations (including special events) occurring during the year.

Current spending trends indicate savings in various accounts throughout the Parks and Recreation Department, which can be used to provide sufficient appropriations for the unbudgeted events. Staffing needs are already built into the budget, with sufficient flexibility to anticipate the need for additional staffing for events not planned when the budget was adopted. Staff will work with the Parks and Recreation Department to continue monitoring these and other expenditures and make budget adjustments as needed throughout the year, including any additional special events that may be approved by the City Council in subsequent meetings.

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The Fire Department has so far produced savings in regular salaries and overtime in the Suppression Division (the largest division by appropriations in the Department). There are vacancies in the Fire Department that are leading to savings, and overtime is trending lower than originally anticipated. At this point in the fiscal year, even with allowances for vacancies to be filled, some salary/benefit savings will be seen in Fire. Utilizing additional data from October – December will better inform decisions about adjusting budgets or expenditure forecasts.

There are similar savings related to full-time employees in the Police Department. The Records and Investigations Divisions show salary trends lower than adopted budgets. As with Fire, Staff will continue monitoring these trends in the Police Department – as they can vary depending on vacancies and other personnel movement – and will provide updates with the 2nd Quarter budget report after utilizing an additional fiscal quarter to analyze trends.

Coronavirus State and Local Fiscal Relief Funds (CSLFRF)

At the September 1, 2021 Study Session, Staff presented an overview of the American Rescue Plan Act (ARPA) and specifically the use of fiscal relief funds (CSLFRF program). The City will receive a total of \$16.59 million in funds from the CSLFRF program, half of which has already been received (May, 2021), with the other half to be received in May, 2022.

ARPA contained a host of spending guidelines and restrictions (U.S. Treasury Interim Final Rule). There are four primary eligible use categories for CSLFRF:

- A. Responding to the public health emergency by providing assistance to households, businesses or non-profits;
- B. Responding to workers performing essential work by providing premium pay
- C. Provision of government services to the extent of the reduction in revenue (i.e., revenue loss)
- D. Make investments in water, sewer or broadband infrastructure

Category “C” provides the most flexibility – and is the easiest to manage administratively – of the four eligible uses. The City calculated its revenue loss, utilizing Interim Final Rule guidance and workbooks from the League of California Cities / California Society of Municipal Finance Officers. The ensuing calculation produced a revenue loss amount of \$20,524,069. That is, U.S. Treasury guidance produced a pandemic caused revenue loss amount covering the period of July 1, 2019 through December 31, 2020 (eighteen months).

Since this revenue loss exceeds the City’s CSLFRF award (\$20.52 million vs. \$16.59 million), Staff recommended at the Study Session that the entire CSLFRF amount be recorded under eligible use Category “C” (revenue loss). Montebello received \$8.3 million of funds in May, 2021, and that cash has been deposited for investment/safe keeping. There are accounting rules (Governmental Accounting Standards Board

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[GASB]) which govern this Federal funding, and the recognition of it as revenue. Once eligible expenses are made, revenue will be recognized, and will be recorded in the General Fund.

As mentioned in the paragraphs above, the updated General Fund forecast does not include any CSLFRF revenue. It is important that the 1st Quarter budget report present ongoing revenue and expenditure projections, absent any one-time revenues. The projected General Fund surplus for FY 2021-22 of \$528,865 reflects “true” ongoing revenues vs. ongoing expenditures.

Staff received City Council direction at the September 1 Study Session to utilize fiscal recovery funds to pay for essential and much-needed information technology upgrades as well as repairs to our aging sewer system. Estimated costs for these two major project areas is \$9.750 million. Revenue will be recognized in FY 2021-22 as expenditures related to these project areas are made. For example, the City Council approved a city services contract with Los Angeles County to provide sewer maintenance and repair services. As these expenses are recognized (i.e., invoices paid), revenue will be recognized, improving General Fund revenue actuals.

The recognition of CSLFRF revenue will increase General Fund revenue, and improve reserves in FY 2021-22. The City has until December 31, 2024 to commit all funds (\$16.59 million) and Staff will work to recognize revenue accordingly and in line with the Interim Final Rule (and any subsequent rules and guidance issued by the U.S. Treasury). An updated projection of CSLFRF revenue for FY 2021-22 will be presented with the 2nd Quarter budget report, and will indicate how much will be recognized by June 30, 2022.

Golf Course and Hotels (Revenue and Expenditures)

The Golf Course (Fund 610) records revenue and expenditures from golf course operations as well as the Quiet Cannon. The majority of the activity in Fund 610 is from the golf course. The course continues to lose money, costing more to operate than the revenue it brings in to support labor and maintenance costs. While the General Fund subsidy has decreased the last few years (\$471,000 for FY 2020-21 vs. \$750,000 for FY 2019-20), there is still a projected subsidy for FY 2021-22.

Even with continued improvement in revenue, there is a projected deficit (i.e., expenditures over revenue) of \$104,000 by fiscal year end. Labor costs have been reduced, as course management and landscape services were contracted out in previous fiscal years. However, without any adjustments to green fees or cart rental charges, revenue will not outperform expenses.

The City continues to work closely with Top Golf to transform the entire golf course into a new entertainment venue that preserves its nature as a golf course, but makes necessary improvements to increase its profitability. Discussions continue on next steps on transforming the entire 118 acre golf course.

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The City owns two hotels – a Hilton Garden Inn and a Home2Suites – and contracts for the management of them with an independent third party. These hotels have historically performed well, with revenue from room nights, concessions, and events proving more than sufficient to cover all operating and debt service costs.

The pandemic has wreaked havoc with the hospitality and leisure industry across the world, and the impacts to Southern California have been particularly acute. Hotel operations were disrupted beginning with the last quarter of FY 2019-20 and for most of FY 2020-21. Despite the downturn in the travel industry, the Home2Suites had revenue that exceeded operating expenses by \$1,605,531 (\$8,360,802 in revenue vs. \$6,755,271 in expenditures). The Hilton Garden Inn saw an operating loss of \$443,570 (\$2,073,794 in revenue vs. \$2,517,363 in expenditures).

Despite the operating loss, revenue reserves were available to prevent any impact on the General Fund. The pandemic impact was compounded with the Hilton Garden Inn by the fact the hotel was closed for more than six months (March – September, 2020) to undergo a complete remodel (as required by the Hilton Corporation). Taking advantage of already depressed occupancy rates due to the pandemic, Staff and hotel management made the decision to close the hotel in an effort to fast track the renovation. The hotel re-opened in September, 2020 and has been seeing steady increases in occupancy, as leisure and business travel slowly return to pre-pandemic levels.

Both hotels have occupancy rates much higher than this period last year – as is to be expected. “Revenue per available room,” a standard industry metric, is positive when compared to a competitive set of similar hotels. Overall, the travel industry has not fully recovered from the pandemic, and both leisure and business related trips are projected to remain soft through 2021. Locally mid-week occupancies are lower than pre-pandemic levels, but weekends remain strong.

However, both hotels are well positioned to recover as the entire industry rebounds. Current projections indicate a more robust industry recovery by second quarter of 2022 (April – June). Revenue reserves for both the Hilton Garden Inn and Home2Suites remain sufficient to pay for operating expenses, should ongoing revenue prove to be insufficient.

The 2nd Quarter Budget Report will provide an update on the first six months of this fiscal year’s hotel performance. Staff will continue to closely monitor operations and track revenue and expenditure trends.

Staffing Updates

Staff recommends the approval of an updated Compensation Resolution and Master Position Control (Attachments A and B). The following full-time positions will be added:

Assistant Fire Chief:	1.0
Fire Captain:	1.0
Administrative Secretary:	1.0

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Assistant Engineer:	1.0
Management Analyst:	1.0
TOTAL:	5.0

The City continues the ongoing review of its organization, and how best to provide essential services to residents and customers. This ongoing analysis indicates the Fire and Public Works Departments must add full-time staff.

In Fire, the additional Fire Captain (bringing the total to 14.0 FTE) will allow for the creation of a Fire Prevention Captain and a Training Captain (Attachment C). The ongoing professionalization of our Fire service indicates these dedicated Captain positions are a necessity, providing sworn personnel to provide needed expertise to the Prevention Bureau and Administration team.

The Assistant Fire Chief will provide additional management support, as the department develops a strategic plan and improves its ability to seek and capture grant funding and similar awards. To that end, the Administrative Secretary position will provide much needed support to Administration and the Montebello Community Assistance Program (MCAP).

In Public Works, the additional Assistant Engineer will continue the process of bringing in-house routine engineering duties such as plan checks, inspections and capital program management. The recent movement of Facilities Management to Public Works (from Parks and Recreation) necessitates the addition of a Management Analyst to assist the division with contracts, invoicing and budget development and tracking.

The 2nd Quarter Budget report will provide the expected budget impact of these additional positions. Typically recruitment for non-sworn positions takes three to four months, with sworn positions often taking up to six months to fill. Therefore, any budgetary impact will not be known until January, 2022.

SUMMARY

This 1st Quarter Budget Report provides an overview of General Fund revenue and expenditure performance based on the first three months of FY 2021-22 (July – September). An overview of the Golf Course and hotel operations was also provided. This preliminary budget “check-in” is an opportunity to update revenue and expenditure forecasts based on prior and current year actuals performance.

The General Fund is projected to have a \$528,865 surplus (revenue over expenditures):

CITY COUNCIL AGENDA REPORT – MEETING OF OCTOBER 27, 2021

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	FY 2021-22 ADOPTED	FY 2021-22 AMENDED	FY 2021-22 PROJECTED (1st Quarter)
EXPENDITURES	61,408,690	63,790,021	63,482,985
REVENUE	61,719,150	61,719,150	64,011,850
Surplus / (Deficit)	310,460	(2,070,871)	528,865

Staff will continue monitoring revenue and expenditure trends in the 2nd Quarter, and will utilize the six months of data to provide a budget update in February 2022. This 2nd Quarter budget report will also serve as the beginning of budget development for FY 2022-23, utilizing projections to build next year's budget.

City Council is being asked to receive and file this report and presentation, as well as approve amending the Compensation Plan and Table of Organization (Attachment A) and Master Position Control (Attachment B) to add five (5.0) FTE to the Fire and Public Works Departments.

ATTACHMENT (S):

- A. Attachment A – Compensation Plan and Table of Organization (Resolution)
- B. Attachment B – Master Position Control
- C. Attachment C – Fire Prevention/Training Officer Job Descriptions

RESOLUTION NO. 21-87

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF MONTEBELLO ADOPTING THE COMPENSATION PLAN AND
TABLE OF ORGANIZATION (POSITION LISTING)**

**THE CITY COUNCIL OF THE CITY OF MONTEBELLO DOES RESOLVE AS
FOLLOWS:**

SECTION 1. That the City Council of the City of Montebello has determined that the following listing of positions shall be the official and prescribed position titles and if applicable in accordance with the respective range numbers pertaining thereto and herein indicated in accordance with provisions of the Montebello Municipal Code and/or the Civil Service Rules and Regulations as previously enacted by this City Council:

ELECTED OFFICIALS	MONTHLY SALARY RANGES		
City Councilmembers	1,032	-	1,032
City Clerk	695	-	695
City Treasurer	695	-	695

CLASSIFIED MANAGEMENT	MONTHLY SALARY RANGES		
Fire Battalion Chief (eff 7/7/19)	10,385	-	11,607
Fire Battalion Chief (eff 1/5/20)	10,801	-	12,071
Fire Battalion Chief (eff 1/3/21)	11,233	-	12,554
Fire Captain (eff 4/28/19)	6,920	-	8,693
Fire Captain (eff 10/13/19)	7,196	-	9,040
Fire Captain (eff 1/5/20)	7,484	-	9,402
Fire Captain (eff 1/3/21)	7,933	-	9,966
Police Captain (eff 7/7/19)	11,878	-	13,273
Police Captain (eff 1/5/20)	12,591	-	14,069
Police Captain (eff 1/3/21)	13,346	-	14,913
Police Lieutenant (eff 7/7/19)	10,483	-	11,714
Police Lieutenant (eff 1/5/20)	11,112	-	12,417
Police Lieutenant (eff 1/3/21)	11,779	-	13,162
Police Sergeant (eff 7/7/19)	8,485	-	9,530
Police Sergeant (eff 1/5/20)	8,994	-	10,101
Police Sergeant (eff 1/3/21)	9,534	-	10,707
Senior Fire Inspector (eff 06/23/2021)	5,734	-	6,972

CLASSIFIED NON-MANAGEMENT	RANGES	MONTHLY SALARY RANGES		
Account Clerk I (eff 4/28/19)	63.7	2,430	-	3,101
Account Clerk I (eff 1/5/20)	63.8	2,527	-	3,225
Account Clerk I (eff 1/3/21)	63.9	2,628	-	3,354

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Account Clerk II (eff 4/28/19)	64.0	2,888	-	3,686
Account Clerk II (eff 1/5/20)	64.1	3,004	-	3,834
Account Clerk II (eff 1/3/21)	64.2	3,124	-	3,987
Assistant Engineer (eff 06/23/2021)		5,712	-	7,226
Assistant Planner (eff 4/28/19)	64.9	3,615	-	4,614
Assistant Planner (eff 1/5/20)	65.0	3,760	-	4,799
Assistant Planner (eff 1/3/21)	65.1	3,910	-	4,991
Body Shop Mechanic (eff 4/14/19)	62.8	4,052	-	5,171
Body Shop Mechanic (eff 1/5/20)	62.9	4,214	-	5,378
Body Shop Mchanic (eff 1/3/21)	63.0	4,382	-	5,593
Building Maintenance Tradeworker I (eff 4/28/19)	65.2	2,551	-	3,255
Building Maintenance Tradeworker I (eff 1/5/20)	65.3	2,653	-	3,385
Building Maintenance Tradeworker I (eff 1/3/21)	65.4	2,760	-	3,520
Building Maintenance Tradeworker II (eff 4/28/19)	65.5	2,748	-	3,507
Building Maintenance Tradeworker II (eff 1/5/20)	65.6	2,858	-	3,647
Building Maintenance Tradeworker II (eff 1/3/21)	65.7	2,972	-	3,793
Building Permit Technician (eff 4/28/19)	65.8	2,680	-	3,421
Building Permit Technician (eff 1/5/20)	65.9	2,787	-	3,557
Building Permit Technician (eff 1/3/21)	66.0	2,899	-	3,700
Bus Operator (eff 4/14/19)	62.2	3,319	-	4,235
Bus Operator (eff 1/5/20)	62.3	3,451	-	4,405
Bus Operator (eff 1/3/21)	62.4	3,589	-	4,581
Clerk Typist (eff 4/28/19)	66.7	2,371	-	3,025
Clerk Typist (eff 1/5/20)	66.8	2,466	-	3,146
Clerk Typist (eff 1/3/21)	66.9	2,565	-	3,272
Combination Building Inspector (eff 4/28/19)	67.6	3,615	-	4,614
Combination Building Inspector (eff 1/5/20)	67.7	3,760	-	4,799
Combination Building Inspector (eff 1/3/21)	67.8	3,910	-	4,991
Community Risk Reduction Coordinator (eff 06/23/2021)		5,668	-	7,239
Community Services Coordinator (eff 4/28/19)	68.5	2,817	-	3,596
Community Services Coordinator (eff 1/5/20)	68.6	2,930	-	3,740
Community Services Coordinator (eff 1/3/21)	68.7	3,047	-	3,889
Court Liaison (eff 4/28/19)	68.8	2,817	-	3,596
Court Liaison (eff 1/5/20)	68.9	2,930	-	3,740
Court Liaison (eff 1/3/21)	69.0	3,047	-	3,889
Engineering Technician (eff 4/28/19)	70.0	3,439	-	4,390
Engineering Technician (eff 1/5/20)	70.1	3,577	-	4,565
Engineering Technician (eff 1/3/21)	70.2	3,720	-	4,748
Equipment Mechanic A (eff 4/14/19)	62.5	4,052	-	5,171
Equipment Mechanic A (eff 1/5/20)	62.6	4,214	-	5,378
Equipment Mechanic A (eff 1/3/21)	62.7	4,382	-	5,593
Equipment Service Worker (eff 4/14/19)	63.1	2,857	-	3,648
Equipment Service Worker (eff 1/5/20)	63.2	2,972	-	3,793
Equipment Service Worker (eff 1/3/21)	63.3	3,091	-	3,945

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Finance Technician (eff 4/28/19)	70.3	3,527	-	4,500
Finance Technician (eff 1/5/20)	70.4	3,668	-	4,680
Finance Technician (eff 1/3/21)	70.5	3,815	-	4,867
Fire Engineer (eff 4/28/19)	A-F	5,807	-	7,412
		(23.9281 - 30.5443/hr)		
		(56 hr/week)		
Fire Engineer (eff 10/13/19)	A-F	6,039	-	7,709
		(24.8852 - 31.7661/hr)		
		(56 hr/week)		
Fire Engineer (eff 1/5/20)	A-F	6,280	-	8,017
		(25.8806 - 33.0367/hr)		
		(56 hr/week)		
Fire Engineer (eff 1/3/21)	A-F	6,657	-	8,498
		(27.4335 - 35.0189/hr)		
		(56 hr/week)		
Fire Inspector I (eff 4/28/19)	70.6	3,615	-	4,614
Fire Inspector I (eff 1/5/20)	70.7	3,760	-	4,799
Fire Inspector I (eff 1/3/21)	70.8	3,910	-	4,991
Firefighter (eff 4/28/19)	A-F	4,944	-	6,314
		(20.3716 - 26.0202/hr)		
		(56 hr/week)		
Firefighter (eff 10/13/19)	A-F	5,141	-	6,567
		(21.1864 - 27.0610/hr)		
		(56 hr/week)		
Firefighter (eff 1/5/20)	A-F	5,347	-	6,829
		(22.0339 - 28.1434/hr)		
		(56 hr/week)		
Firefighter (eff 1/3/21)	A-F	5,668	-	7,239
		(23.3559 - 29.8320/hr)		
		(56 hr/week)		
Golf Cart Mechanic (eff 4/28/19)	70.9	2,641	-	3,370
Golf Cart Mechanic (eff 1/5/20)	71.0	2,747	-	3,505
Golf Cart Mechanic (eff 1/3/21)	71.1	2,856	-	3,645
Golf Course Equipment Mechanic (eff 4/28/19)	71.2	3,562	-	4,545
Golf Course Equipment Mechanic (eff 1/5/20)	71.3	3,704	-	4,727
Golf Course Equipment Mechanic (eff 1/3/21)	71.4	3,852	-	4,916
Human Resources Technician (eff 7/25/19)	77.2	4,656	-	5,943
Human Resources Technician (eff 1/5/20)	77.3	4,842	-	6,180
Human Resources Technician (eff 1/3/21)	77.4	5,036	-	6,427
Maintenance Worker (eff 4/28/19)	72.4	2,551	-	3,255
Maintenance Worker (eff 1/5/20)	72.5	2,653	-	3,385
Maintenance Worker (eff 1/3/21)	72.6	2,760	-	3,520
Parking Control Officer (eff 4/28/19)	72.7	2,680	-	3,421
Parking Control Officer (eff 1/5/20)	72.8	2,787	-	3,557
Parking Control Officer (eff 1/3/21)	72.9	2,899	-	3,700

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Police Community Service Officer (eff 4/28/19)	73.3	2,430	-	3,101
Police Community Service Officer (eff 1/5/20)	73.4	2,527	-	3,225
Police Community Service Officer (eff 1/3/21)	73.5	2,628	-	3,354
Police Corporal (eff 7/7/19)	76.9	6,206	-	7,920
Police Corporal (eff 1/5/20)	77.0	6,578	-	8,395
Police Corporal (eff 1/3/21)	77.1	6,973	-	8,899
Police Dispatcher I (eff 4/28/19)	73.6	3,801	-	4,850
Police Dispatcher I (eff 1/5/20)	73.7	3,953	-	5,044
Police Dispatcher I (eff 1/3/21)	73.8	4,111	-	5,246
Police Dispatcher II (eff 4/28/19)	73.9	4,414	-	5,633
Police Dispatcher II (eff 1/5/20)	74.0	4,590	-	5,858
Police Dispatcher II (eff 1/3/21)	74.1	4,774	-	6,093
Police Officer (eff 7/7/19)	76.6	5,758	-	7,350
Police Officer (eff 1/5/20)	76.7	6,103	-	7,791
Police Officer (eff 1/3/21)	76.8	6,470	-	8,258
Police Records Clerk (eff 4/28/19)	74.2	2,490	-	3,178
Police Records Clerk (eff 1/5/20)	74.3	2,589	-	3,305
Police Records Clerk (eff 1/3/21)	74.4	2,693	-	3,437
Police Records Technician (eff 4/28/19)	74.5	2,748	-	3,507
Police Records Technician (eff 1/5/20)	74.6	2,858	-	3,647
Police Records Technician (eff 1/3/21)	74.7	2,972	-	3,793
Property & Evidence Technician (eff 4/28/19)	75.1	2,817	-	3,596
Property & Evidence Technician (eff 1/5/20)	75.2	2,930	-	3,740
Property & Evidence Technician (eff 1/3/21)	75.3	3,047	-	3,889
Public Works Inspector (eff 06/23/2021)		3,910	-	4,991
Records Coordinator (eff 06/23/2021)		4,160	-	5,373
Risk Management Assistant (eff 4/28/19)	75.4	2,693	-	3,438
Risk Management Assistant (eff 1/5/20)	75.5	2,801	-	3,576
Risk Management Assistant (eff 1/3/21)	75.6	2,913	-	3,719
Secretary (eff 4/28/19)	75.7	2,748	-	3,507
Secretary (eff 1/5/20)	75.8	2,858	-	3,647
Secretary (eff 1/3/21)	75.9	2,972	-	3,793
Storekeeper (eff 4/14/19)	63.4	3,489	-	4,453
Storekeeper (eff 1/5/20)	63.5	3,629	-	4,631
Storekeeper (eff 1/3/21)	63.6	3,774	-	4,816
Telecommunications Technician (eff 4/28/19)	76.0	3,896	-	4,973
Telecommunications Technician (eff 1/5/20)	76.1	4,052	-	5,172
Telecommunications Technician (eff 1/3/21)	76.2	4,214	-	5,379
Tree Trimmer (eff 4/28/19)	76.3	2,817	-	3,596
Tree Trimmer (eff 1/5/20)	76.4	2,930	-	3,740
Tree Trimmer (eff 1/3/21)	76.5	3,047	-	3,889

RESOLUTION NO. 21-87

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**MONTHLY SALARY
RANGES****UNCLASSIFIED MANAGEMENT**

***Executive Management classification salary ranges are determined by Resolution No.20-74, approved on September 9, 2020.*

Accounting Manager (eff 4/28/19)	6,766	-	8,225
Accounting Manager (eff 1/5/20)	7,037	-	8,554
Accounting Manager (eff 1/3/21)	7,318	-	8,896
Accounting Supervisor (eff 5/26/19)	5,087	-	6,185
Accounting Supervisor (eff 1/5/20)	5,291	-	6,433
Accounting Supervisor (eff 1/3/21)	5,502	-	6,690
Assistant City Manager**	**	-	**
Assistant Director (eff 03/11/2020)	9,380		11,400
Assistant Fire Chief (eff 10/27/2021)	11,908	-	13,309
Assistant Golf Course Superintendent (eff 5/26/19)	3,953	-	4,808
Assistant Golf Course Superintendent (eff 1/5/20)	4,111	-	5,001
Assistant Golf Course Superintendent (eff 1/3/21)	4,276	-	5,200
Assistant to the City Manager (eff 4/28/19)	5,564	-	6,767
Assistant to the City Manager (eff 1/5/20)	5,787	-	7,038
Assistant to the City Manager (eff 1/3/21)	6,018	-	7,319
Assistant Tree Maintenance Supervisor (eff 5/26/19)	3,753	-	4,579
Assistant Tree Maintenance Supervisor (eff 1/5/20)	3,903	-	4,763
Assistant Tree Maintenance Supervisor (eff 1/3/21)	4,060	-	4,953
Associate Planner (eff 5/26/19)	5,564	-	6,767
Associate Planner (eff 1/5/20)	5,787	-	7,038
Associate Planner (eff 1/3/21)	6,018	-	7,319
Building Maintenance Supervisor (eff 5/26/19)	4,150	-	5,049
Building Maintenance Supervisor (eff 1/5/20)	4,316	-	5,251
Building Maintenance Supervisor (eff 1/3/21)	4,488	-	5,461
Building Official (eff 4/28/19)	5,844	-	7,106
Building Official (eff 1/5/20)	6,078	-	7,390
Building Official (eff 10/28/2020)	8,933	-	10,858
Building Official (eff 1/3/2021)	9,290	-	11,292
Chief Management Analyst (eff 4/28/19)	5,610	-	6,821
Chief Management Analyst (eff 1/5/20)	5,835	-	7,093
Chief Management Analyst (eff 1/3/21)	6,068	-	7,377
City Manager*	*	-	*
Code Enforcement Manager (eff 4/28/19)	5,301	-	6,446
Code Enforcement Manager (eff 1/5/20)	5,513	-	6,704
Code Enforcement Manager (eff 1/3/21)	5,734	-	6,972
Communications Management Analyst (eff 4/28/19)	4,578	-	5,567
Communications Management Analyst (eff 1/5/20)	4,761	-	5,790
Communications Management Analyst (eff 1/3/21)	4,952	-	6,021
Communications Supervisor (eff 5/26/19)	5,301	-	6,446
Communications Supervisor (eff 1/5/20)	5,513	-	6,704
Communications Supervisor (eff 1/3/21)	5,734	-	6,972

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Community Services Supervisor (eff 5/26/19)	4,360	-	5,301
Community Services Supervisor (eff 1/5/20)	4,534	-	5,513
Community Services Supervisor (eff 1/3/21)	4,716	-	5,734
Controller (eff 4/28/19)	7,514	-	9,131
Controller (eff 1/5/20)	7,814	-	9,496
Controller (eff 1/3/21)	8,127	-	9,876
Deputy City Clerk (eff 8/15/19)	6,569	-	7,985
Deputy City Clerk (eff 1/5/20)	6,832	-	8,304
Deputy City Clerk (eff 1/3/21)	7,105	-	8,637
Deputy Director (eff 8/29/19)	8,589	-	10,440
Deputy Director (eff 1/5/20)	8,933	-	10,858
Deputy Director (eff 1/3/21)	9,290	-	11,292
Deputy Director of Planning and Community Development (eff 8/29/19)	8,589	-	10,440
Deputy Director of Planning and Community Development (eff 1/5/20)	8,933	-	10,858
Deputy Director of Planning and Community Development (eff 1/3/21)	9,290	-	11,292
Deputy Director of Recreation & Community Services (eff 8/29/19)	8,589	-	10,440
Deputy Director of Recreation & Community Services (eff 1/5/20)	8,933	-	10,858
Deputy Director of Recreation & Community Services (eff 1/3/21)	9,290	-	11,292
Deputy Fire Chief	11,341	-	12,675
Deputy Fire Marshal (eff 5/26/19)	4,578	-	5,567
Deputy Fire Marshal (eff 1/5/20)	4,761	-	5,790
Deputy Fire Marshal (eff 1/3/21)	4,952	-	6,021
Director of Finance**	**	-	**
Director of Human Resources – Information Technology**	**	-	**
Director of Planning & Community Development**	**	-	**
Director of Public Works**	**	-	**
Director of Recreation & Community Services**	**	-	**
Director of Transportation**	**	-	**
Finance Services Supervisor (eff 5/26/19)	4,578	-	5,567
Finance Services Supervisor (eff 1/5/20)	4,761	-	5,790
Finance Services Supervisor (eff 1/3/21)	4,952	-	6,021
Fire Chief**	**	-	**
Fire Marshal (eff 7/7/19)	8,681	-	10,552
Fire Marshal (eff 1/5/20)	9,028	-	10,974
Fire Marshal (eff 1/3/21)	9,389	-	11,413
Golf Course Superintendent/Facility Manager (eff 4/28/19)	5,844	-	7,106
Golf Course Superintendent/Facility Manager (eff 1/5/20)	6,078	-	7,390
Golf Course Superintendent/Facility Manager (eff 1/3/21)	6,321	-	7,686
Grants & Project Administrator (eff 5/26/19)	5,564	-	6,767
Grants & Project Administrator (eff 1/5/20)	5,787	-	7,038
Grants & Project Administrator (eff 1/3/21)	6,018	-	7,319
Human Resources Manager (eff 4/28/19)	6,766	-	8,225
Human Resources Manager (eff 1/5/20)	7,037	-	8,554
Human Resources Manager (eff 1/3/21)	7,318	-	8,896
Housing Manager (eff 06/23/2021)	7,318	-	8,896

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Human Resources Analyst (7/25/19)	5,734	-	6,970
Human Resources Analyst (eff 1/5/20)	5,963	-	7,249
Human Resources Analyst (eff 1/3/21)	6,202	-	7,539
Information Systems Manager (eff 4/28/19)	7,680	-	9,480
Information Systems Manager (eff 1/5/20)	7,987	-	9,859
Information Systems Manager (eff 1/3/21)	8,306	-	10,254
Information Systems Supervisor (eff 5/26/19)	5,301	-	6,446
Information Systems Supervisor (eff 1/5/20)	5,513	-	6,704
Information Systems Supervisor (eff 1/3/21)	5,734	-	6,972
Maintenance Service Supervisor (eff 7/7/19)	4,150	-	5,049
Maintenance Service Supervisor (eff 1/5/20)	4,316	-	5,251
Maintenance Service Supervisor (eff 1/3/21)	4,489	-	5,461
Management Analyst (eff 7/7/19)	4,611	-	5,610
Management Analyst (eff 1/5/20)	4,796	-	5,835
Management Analyst (eff 1/3/21)	4,988	-	6,068
Office Manager (eff 4/28/19)	4,807	-	5,844
Office Manager (eff 1/5/20)	4,999	-	6,078
Office Manager (eff 1/3/21)	5,199	-	6,321
Park Maintenance Supervisor (eff 5/26/19)	4,150	-	5,049
Park Maintenance Supervisor (eff 1/5/20)	4,316	-	5,251
Park Maintenance Supervisor (eff 1/3/21)	4,488	-	5,461
Planning Manager (eff 4/28/19)	6,766	-	8,225
Planning Manager (eff 1/5/20)	7,037	-	8,554
Planning Manager (eff 1/3/21)	7,318	-	8,896
Police Chief**	**	-	**
Public Information Officer (eff 4/28/19)	5,301	-	6,446
Public Information Officer (eff 1/5/20)	5,513	-	6,704
Public Information Officer (eff 1/3/21)	5,734	-	6,972
Public Works Manager (eff 4/28/19)	5,564	-	6,767
Public Works Manager (eff 1/5/20)	5,787	-	7,038
Public Works Manager (eff 1/3/21)	6,018	-	7,319
Records Supervisor (eff 5/26/19)	5,301	-	6,446
Records Supervisor (eff 1/5/20)	5,513	-	6,704
Records Supervisor (eff 1/3/21)	5,734	-	6,972
Recreation & Community Services Superintendent (eff 4/28/19)	5,844	-	7,106
Recreation & Community Services Superintendent (eff 1/5/20)	6,078	-	7,390
Recreation & Community Services Superintendent (eff 1/3/21)	6,321	-	7,686
Recreation Manager (eff 06/23/2021)	6,321	-	7,686
Revenue Supervisor (eff 5/26/19)	4,578	-	5,567
Revenue Supervisor (eff 1/5/20)	4,761	-	5,790
Revenue Supervisor (eff 1/3/21)	4,952	-	6,021
Risk Management Analyst (eff 5/26/19)	4,578	-	5,567
Risk Management Analyst (eff 1/5/20)	4,761	-	5,790
Risk Management Analyst (eff 1/3/21)	4,952	-	6,021

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Risk Manager (eff 7/25/19)	6,767	-	8,225
Risk Manager (eff 1/5/20)	8,933	-	10,858
Risk Manager (eff 1/3/21)	9,290	-	11,292
Senior Human Resources Analyst (eff 1/3/21)	7,319	-	8,896
Senior Management Analyst (eff 7/7/19)	5,087	-	6,185
Senior Management Analyst (eff 1/5/20)	5,291	-	6,433
Senior Management Analyst (eff 1/3/21)	5,502	-	6,690
Senior Management Analyst/Strategic Planning (eff 7/7/19)	5,087	-	6,185
Senior Management Analyst/Strategic Planning (eff 1/5/20)	5,291	-	6,433
Senior Management Analyst/Strategic Planning (eff 1/3/21)	5,502	-	6,690
Senior Procurement Analyst (eff 7/7/19)	5,087	-	6,185
Senior Procurement Analyst (eff 1/5/20)	5,291	-	6,433
Senior Procurement Analyst (eff 1/3/21)	5,502	-	6,690
Shop Maintenance Supervisor (eff 7/7/19)	5,049	-	6,139
Shop Maintenance Supervisor (eff 1/5/20)	5,251	-	6,384
Shop Maintenance Supervisor (eff 1/3/21)	5,461	-	6,640
Social Work Supervisor (eff 09/09/2020)	5,513	-	6,704
Social Work Supervisor (eff 01/03/2021)	5,734	-	6,972
Street Maintenance Supervisor (eff 5/26/19)	4,150	-	5,049
Street Maintenance Supervisor (eff 1/5/20)	4,316	-	5,251
Street Maintenance Supervisor (eff 1/3/21)	4,489	-	5,461
Telecommunications Supervisor (eff 5/26/19)	5,301	-	6,446
Telecommunications Supervisor (eff 1/5/20)	5,513	-	6,704
Telecommunications Supervisor (eff 1/3/21)	5,734	-	6,972
Transit Administration Manager (eff 4/28/19)	6,818	-	8,288
Transit Administration Manager (eff 1/5/20)	7,090	-	8,620
Transit Administration Manager (eff 1/3/21)	7,374	-	8,965
Transit Dispatch Supervisor (eff 7/7/19)	4,150	-	5,049
Transit Dispatch Supervisor (eff 1/5/20)	4,316	-	5,251
Transit Dispatch Supervisor (eff 1/3/21)	4,489	-	5,461
Transit Finance Supervisor (eff 7/7/19)	5,564	-	6,767
Transit Finance Supervisor (eff 1/5/20)	5,787	-	7,038
Transit Finance Supervisor (eff 1/3/21)	6,018	-	7,319
Transit Grants & Project Administrator (eff 7/7/19)	5,564	-	6,767
Transit Grants & Project Administrator (eff 1/5/20)	5,787	-	7,038
Transit Grants & Project Administrator (eff 1/3/21)	6,018	-	7,319
Transit Operations Manager (eff 4/28/19)	6,765	-	8,224
Transit Operations Manager (eff 1/5/20)	7,036	-	8,552
Transit Operations Manager (eff 1/3/21)	7,317	-	8,895
Transit Operations Supervisor (eff 7/7/19)	5,049	-	6,139
Transit Operations Supervisor (eff 1/5/20)	5,251	-	6,384
Transit Operations Supervisor (eff 1/3/21)	5,461	-	6,640
Transit Stores & Facility Supervisor (eff 7/7/19)	4,150	-	5,049
Transit Stores & Facility Supervisor (eff 1/5/20)	4,316	-	5,251
Transit Stores & Facility Supervisor (eff 1/3/21)	4,489	-	5,461

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Tree Maintenance Supervisor (eff 5/26/19)	4,150	-	5,049
Tree Maintenance Supervisor (eff 1/5/20)	4,316	-	5,251
Tree Maintenance Supervisor (eff 1/3/21)	4,489	-	5,461
Vehicle Maintenance Manager (eff 4/28/19)	7,516	-	9,137
Vehicle Maintenance Manager (eff 1/5/20)	7,817	-	9,503
Vehicle Maintenance Manager (eff 1/3/21)	8,129	-	9,883

UNCLASSIFIED NON-MANAGEMENT	RANGES	MONTHLY SALARY RANGES		
Accountant (eff 4/28/19)	64.3	4,095	-	5,227
Accountant (eff 1/5/20)	64.4	4,259	-	5,436
Accountant (eff 1/3/21)	64.5	4,429	-	5,654
Administrative Secretary (eff 4/28/19)	64.6	3,036	-	3,875
Administrative Secretary (eff 1/5/20)	64.7	3,158	-	4,030
Administrative Secretary (eff 1/3/21)	64.8	3,284	-	4,191
Assistant to the Deputy City Clerk (eff 10/28/2020)		4,216	-	5,650
Assistant to the Deputy City Clerk (eff 01/03/2021)		4,385	-	5,876
Building Plan Checker (eff 4/28/19)	66.1	5,101	-	6,510
Building Plan Checker (eff 1/5/20)	66.2	5,305	-	6,770
Building Plan Checker (eff 1/3/21)	66.3	5,517	-	7,041
Code Enforcement Coordinator (eff 4/28/19)	67.0	2,817	-	3,596
Code Enforcement Coordinator (eff 1/5/20)	67.1	2,930	-	3,596
Code Enforcement Coordinator (eff 1/3/21)	67.2	3,047	-	3,889
Code Enforcement Officer (eff 4/28/19)	67.3	3,615	-	4,614
Code Enforcement Officer (eff 1/5/20)	67.4	3,760	-	4,799
Code Enforcement Officer (eff 1/3/21)	67.5	3,910	-	4,991
Community Development Analyst (eff 4/28/19)	67.9	4,015	-	5,123
Community Development Analyst (eff 1/5/20)	68.0	4,176	-	5,328
Community Development Analyst (eff 1/3/21)	68.1	4,343	-	5,541
Crime Analyst (eff 4/28/19)	69.1	3,615	-	4,614
Crime Analyst (eff 1/5/20)	69.2	3,760	-	4,799
Crime Analyst (eff 1/3/21)	69.3	3,910	-	4,991
Field Response Case Coordinator (eff 09/09/2020)	67.1	2,930	-	3,596
Field Response Case Coordinator (eff 01/03/2021)	67.1	3,047	-	3,889
Information Systems Analyst (eff 4/28/19)	71.5	4,570	-	5,833
Information Systems Analyst (eff 1/5/20)	71.6	4,753	-	6,066
Information Systems Analyst (eff 1/3/21)	71.7	4,943	-	6,309
Information Systems Technician I (eff 4/28/19)	71.8	2,888	-	3,686
Information Systems Technician I (eff 1/5/20)	71.9	3,004	-	3,834
Information Systems Technician I (eff 1/3/21)	72.0	3,124	-	3,987
Information Systems Technician II (eff 4/28/19)	72.1	3,439	-	4,390
Information Systems Technician II (eff 1/5/20)	72.2	3,577	-	4,565
Information Systems Technician II (eff 1/3/21)	72.3	3,720	-	4,748

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Police Trainee (eff 4/28/19)	74.8	2,961	-	3,780
Police Trainee (eff 1/5/20)	74.9	3,080	-	3,931
Police Trainee (eff 1/3/21)	75.0	3,203	-	4,089
Firefighter/Paramedic Trainee (effective 09/09/2020)	75.0	3,080	-	3,931
Firefighter/Paramedic Trainee (effective 01/03/2021)	75.0	3,203	-	4,089

HOURLY CLASSIFICATION**HOURLY RANGES**

Administrative Analyst (eff 4/28/19)	12.36	-	22.61
Administrative Analyst (1) (eff 1/1/20)	13.00	-	22.61
Administrative Analyst (eff 1/5/20)	13.52	-	23.51
Administrative Analyst (1) (eff 1/1/21)	14.00	-	23.51
Administrative Analyst (eff 1/3/21)	14.56	-	24.45
Administrative Secretary (eff 4/28/19)	17.15	-	21.64
Administrative Secretary (eff 1/5/20)	17.84	-	22.51
Administrative Secretary (eff 1/3/21)	18.55	-	23.41
Building Maintenance Tradeworker (eff 4/28/19)	14.72	-	18.78
Building Maintenance Tradeworker (eff 1/5/20)	15.31	-	19.53
Building Maintenance Tradeworker (eff 1/3/21)	15.92	-	20.31
Bus Operator (eff 4/14/19)	16.07	-	19.12
Bus Operator (2) (eff 1/1/20)	16.90	-	19.12
Bus Operator (eff 1/5/20)	17.58	-	19.89
Bus Operator (2) (eff 1/1/21)	18.20	-	19.89
Bus Operator (eff 1/3/21)	18.93	-	20.68
Clerical Assistant (eff 4/28/19)	12.36	-	16.94
Clerical Assistant (1) (eff 1/1/20)	13.00	-	16.94
Clerical Assistant (eff 1/5/20)	13.52	-	17.62
Clerical Assistant (1) (eff 1/1/21)	14.00	-	17.62
Clerical Assistant (eff 1/3/21)	14.56	-	18.33
Code Enforcement Technician (eff 4/28/19)	13.42	-	15.57
Code Enforcement Technician (eff 1/5/20)	14.00	-	16.20
Code Enforcement Technician (eff 1/3/21)	14.56	-	16.84
Community Services Aide - SYEP (1) (eff 1/1/20)	13.00	-	13.00
Community Services Aide - SYEP (1) (eff 1/1/21)	14.00	-	14.00
Equipment Service Worker (eff 4/14/19)	12.36	-	17.67
Equipment Service Worker (1) (eff 1/1/20)	13.00	-	17.67
Equipment Service Worker (eff 1/5/20)	13.52	-	18.38
Equipment Service Worker (1) (eff 1/1/21)	14.00	-	18.38
Equipment Service Worker (eff 1/3/21)	14.56	-	19.11
Field Maintenance Worker (eff 4/28/19)	12.36	-	14.01
Field Maintenance Worker (1) (eff 1/1/20)	13.00	-	15.01
Field Maintenance Worker (eff 1/5/20)	13.52	-	15.61
Field Maintenance Worker (1) (eff 1/1/21)	14.00	-	16.09
Field Maintenance Worker (eff 1/3/21)	14.56	-	16.73

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Fire Engineer (eff 7/1/18)	20.92	-	26.70
Fire Engineer (eff 4/28/19)	23.93	-	30.54
Fire Engineer (eff 10/13/19)	24.89	-	31.77
Fire Engineer (eff 1/5/20)	25.88	-	33.04
Fire Engineer (eff 1/3/21)	27.43	-	35.02
Fire Inspector (eff 4/28/19)	20.86	-	26.63
Fire Inspector (eff 1/5/20)	21.69	-	27.69
Fire Inspector (eff 1/3/21)	22.56	-	28.80
Golf Course Attendant (eff 4/28/19)	12.36	-	14.47
Golf Course Attendant (1) (eff 1/1/20)	13.00	-	15.47
Golf Course Attendant (eff 1/5/20)	13.52	-	15.99
Golf Course Attendant (1) (eff 1/1/21)	14.00	-	16.63
Golf Course Attendant (eff 1/3/21)	14.56	-	17.19
Golf Course Mechanic's Helper (eff 4/28/19)	12.36	-	14.83
Golf Course Mechanic's Helper (1) (eff 1/1/20)	13.00	-	15.83
Golf Course Mechanic's Helper (eff 1/5/20)	13.52	-	16.35
Golf Course Mechanic's Helper (1) (eff 1/1/21)	14.00	-	17.00
Golf Course Mechanic's Helper (eff 1/3/21)	14.56	-	17.68
Heavy Duty Fire Equipment Mechanic (eff 10/28/2020)	43.66	-	47.21
Heavy Duty Fire Equipment Mechanic (eff 01/03/2021)	45.41	-	49.10
Human Resources Manager (eff 4/28/19)	39.04	-	47.45
Human Resources Manager (eff 1/5/20)	40.60	-	49.35
Human Resources Manager (eff 1/3/21)	42.22	-	51.32
Information Systems Specialist (eff 4/28/19)	12.36	-	16.94
Information Systems Specialist (1) (eff 1/1/20)	13.00	-	16.94
Information Systems Specialist (eff 1/5/20)	13.52	-	17.62
Information Systems Specialist (1) (eff 1/1/21)	14.00	-	17.62
Information Systems Specialist (eff 1/3/21)	14.56	-	18.33
Intern (eff 4/28/19)	12.36	-	16.94
Intern (1) (eff 1/1/20)	13.00	-	16.94
Intern (eff 1/5/20)	13.52	-	17.62
Intern (1) (eff 1/1/21)	14.00	-	17.62
Intern (eff 1/3/21)	14.56	-	18.33
Lifeguard (eff 4/28/19)	12.88	-	14.57
Lifeguard (1) (eff 1/1/20)	13.00	-	14.75
Lifeguard (eff 1/5/20)	13.52	-	15.34
Lifeguard (1) (eff 1/1/21)	14.00	-	16.00
Lifeguard (eff 1/3/21)	14.52	-	16.64
Maintenance Worker (eff 4/28/19)	14.72	-	18.78
Maintenance Worker (eff 1/5/20)	15.31	-	19.53
Maintenance Worker (eff 1/3/21)	15.92	-	20.31
Mechanic's Assistant (eff 4/28/19)	12.36	-	16.17
Mechanic's Assistant (1) (eff 1/1/20)	13.00	-	16.17
Mechanic's Assistant (eff 1/5/20)	13.52	-	16.82
Mechanic's Assistant (1) (eff 1/1/21)	14.00	-	16.82

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Mechanic's Assistant (eff 1/3/21)	14.56	-	17.49
Park Ranger (eff 4/28/19)	12.36	-	16.74
Park Ranger (1) (eff 1/1/20)	13.00	-	17.38
Park Ranger (eff 1/5/20)	13.52	-	18.08
Park Ranger (1) (eff 1/1/21)	14.00	-	18.56
Park Ranger (eff 1/5/20)	14.56	-	19.30
Parking Control Officer (eff 4/28/19)	17.30	-	19.67
Parking Control Officer (eff 1/5/20)	18.00	-	20.46
Parking Control Officer (eff 1/3/21)	18.72	-	21.28
Police Cadet (eff 10/23/19)	14.00	-	17.87
Police Cadet (eff 1/5/20)	14.56	-	18.58
Police Cadet (eff 1/3/21)	15.14	-	19.33
Police Community Services Officer (eff 4/28/19)	12.36	-	15.40
Police Community Services Officer (1) (eff 1/1/20)	13.00	-	15.40
Police Community Services Officer (eff 1/5/20)	13.52	-	16.01
Police Community Services Officer (1) (eff 1/1/21)	14.00	-	16.01
Police Community Services Officer (eff 1/5/21)	14.56	-	16.66
Police Dispatcher (eff 4/28/19)	24.36	-	28.89
Police Dispatcher (eff 1/5/20)	25.33	-	30.05
Police Dispatcher (eff 1/3/21)	26.35	-	31.25
Police Officer (eff 4/28/19)	30.03	-	38.31
Police Officer (eff 1/5/20)	31.24	-	39.84
Police Officer (eff 1/3/21)	32.49	-	41.43
Police Trainee (eff 4/28/19)	17.56	-	22.25
Police Trainee (eff 1/5/20)	18.26	-	23.14
Police Trainee (eff 1/3/21)	18.99	-	24.06
Police Youth Program Coordinator (eff 4/28/19)	16.22	-	20.75
Police Youth Program Coordinator (eff 1/5/20)	16.87	-	21.58
Police Youth Program Coordinator (eff 1/3/21)	17.55	-	22.45
Pool Manager (eff 4/28/19)	15.40	-	18.49
Pool Manager (eff 1/5/20)	16.01	-	19.23
Pool Manager (eff 1/3/21)	16.66	-	20.00
Property & Evidence Technician (eff 4/28/19)	15.40	-	22.61
Property & Evidence Technician (eff 1/5/20)	16.01	-	23.51
Property & Evidence Technician (eff 1/3/21)	16.66	-	24.45
Public Works Manager (eff 7/1/19)	32.10	-	39.04
Public Works Manager (eff 1/5/20)	33.38	-	40.60
Public Works Manager (eff 1/3/21)	34.72	-	42.23
Recreation Leader I (eff 4/28/19)	12.36	-	13.39
Recreation Leader I (1) (eff 1/1/20)	13.00	-	14.50
Recreation Leader I (eff 1/5/20)	13.52	-	15.08
Recreation Leader I (1) (eff 1/1/21)	14.00	-	15.60
Recreation Leader I (eff 1/3/21)	14.56	-	16.22

RESOLUTION NO. 21-87

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Recreation Leader II (eff 4/28/19)	12.88	-	15.45
Recreation Leader II (1) (eff 1/1/20)	13.00	-	16.45
Recreation Leader II (eff 1/5/20)	13.52	-	17.11
Recreation Leader II (1) (eff 1/1/21)	14.00	-	17.11
Recreation Leader II (eff 1/3/21)	14.56	-	17.79
Recreation Leader III (eff 4/28/19)	13.39	-	16.48
Recreation Leader III (eff 1/5/20)	14.00	-	17.25
Recreation Leader III (eff 1/3/21)	14.56	-	18.75
Recreation Leader IV (eff 4/28/19)	15.45	-	19.00
Recreation Leader IV (eff 1/5/20)	16.07	-	19.76
Recreation Leader IV (eff 1/3/21)	16.71	-	20.55
Risk Management Assistant (eff 4/28/19)	13.60	-	19.83
Risk Management Assistant (eff 1/5/20)	14.14	-	20.62
Risk Management Assistant (eff 1/3/21)	14.71	-	21.45
Secretary (eff 4/28/19)	12.36	-	15.45
Secretary (1) (eff 1/1/20)	13.00	-	16.09
Secretary (eff 1/5/20)	13.52	-	16.73
Secretary (1) (eff 1/1/21)	14.00	-	17.21
Secretary (eff 1/3/21)	14.56	-	17.90
Senior Lifeguard (eff 4/28/19)	14.94	-	16.89
Senior Lifeguard (eff 1/5/20)	15.53	-	17.57
Senior Lifeguard (eff 1/3/21)	16.15	-	18.27
Senior Project Manager (eff 4/28/19)	59.05	-	71.80
Senior Project Manager (eff 1/5/20)	61.41	-	74.67
Senior Project Manager (eff 1/3/21)	63.87	-	77.66
Transportation Revenue Coordinator (eff 4/28/19)	14.73	-	18.69
Transportation Revenue Coordinator (eff 1/5/20)	15.32	-	19.44
Transportation Revenue Coordinator (eff 1/3/21)	15.93	-	20.22
Transportation Specialist (eff 4/28/19)	12.36	-	22.61
Transportation Specialist (1) (eff 1/1/20)	13.00	-	22.61
Transportation Specialist (eff 1/5/20)	13.52	-	23.51
Transportation Specialist (1) (eff 1/1/21)	14.00	-	23.51
Transportation Specialist (eff 1/3/21)	14.56	-	24.45

(1) Pursuant to California minimum wage order, the minimum wage will increase to \$14.00 per hour effective January 1, 2021.

(2) Pursuant to SMART-TD MOU, the minimum hourly rate for all such bus drivers shall at all times be not less than 30% more than the California minimum wage rate

SECTION 2. That the City Clerk shall certify to the adoption of this resolution, shall distribute copies to the Director of Human Resources-Information Technology and the Director of Finance, and the resolution shall be in full force and effect as of October 27, 2021.

RESOLUTION NO. 21-87

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APPROVED AND ADOPTED this 27th day of October, 2021.

Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF MONTEBELLO) SS:

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 21-87 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 27th day of October, 2021 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

Christopher Jimenez, City Clerk



City of Montebello
Fiscal Year 2021-22 Budget
Master Position Control, by Department
1st Quarter Update

	FY 2019-20	FY 2020-21	FY 2021-22 ADOPTED	FY 2021-22 AMENDED	Variance
Elected					
City Councilmember	5.0	5.0	5.0	5.0	0.0
City Clerk	1.0	1.0	1.0	1.0	0.0
City Treasurer	1.0	1.0	1.0	1.0	0.0
	7.0	7.0	7.0	7.0	0.0
Administration					
City Manager	1.0	1.0	1.0	1.0	0.0
Assistant City Manager	1.0	1.0	1.0	1.0	0.0
Deputy Director	0.0	1.0	1.0	1.0	0.0
Public Information Officer	1.0	1.0	1.0	1.0	0.0
Deputy City Clerk	1.0	1.0	1.0	1.0	0.0
Assistant to the Deputy City Clerk	0.0	1.0	1.0	1.0	0.0
Records Coordinator	0.0	0.0	1.0	1.0	0.0
Office Manager	1.0	1.0	1.0	1.0	0.0
Administrative Secretary	1.0	1.0	0.0	0.0	0.0
	6.0	8.0	8.0	8.0	0.0
Finance					
Director of Finance	1.0	1.0	1.0	1.0	0.0
Deputy Director	0.0	1.0	1.0	1.0	0.0
Accounting Manager	1.0	1.0	1.0	1.0	0.0
Accounting Supervisor	1.0	1.0	1.0	1.0	0.0
Sr. Management Analyst	1.0	1.0	1.0	1.0	0.0
Management Analyst (Payroll)	0.0	0.0	1.0	1.0	0.0
Accountant	4.0	4.0	4.0	4.0	0.0
Finance Technician	5.0	5.0	5.0	5.0	0.0
Account Clerk II	5.0	5.0	5.0	5.0	0.0
Administrative Secretary	1.0	1.0	1.0	1.0	0.0
	19.0	20.0	21.0	21.0	0.0
Fire					
Fire Chief	1.0	1.0	1.0	1.0	0.0
Assistant Fire Chief	0.0	0.0	0.0	1.0	1.0
Deputy Fire Chief	0.0	1.0	1.0	1.0	0.0
Fire Battalion Chief	3.0	3.0	3.0	3.0	0.0
Fire Captain	12.0	13.0	13.0	14.0	1.0
Fire Engineer	12.0	12.0	12.0	12.0	0.0
Firefighter	24.0	24.0	24.0	24.0	0.0
Firefighter/Paramedic Trainee	0.0	4.0	4.0	4.0	0.0
Fire Marshal	1.0	1.0	1.0	1.0	0.0
Deputy Fire Marshal	1.0	1.0	1.0	1.0	0.0
Community Risk Reduction and Education Coordinator	0.0	0.0	1.0	1.0	0.0
Senior Fire Inspector	0.0	0.0	1.0	1.0	0.0
Fire Inspector I	1.0	2.0	2.0	2.0	0.0
Deputy Director	1.0	1.0	1.0	1.0	0.0
Grants and Project Administrator	0.0	0.0	1.0	1.0	0.0
Sr. Management Analyst	2.0	2.0	2.0	2.0	0.0
Telecommunications Manager	0.0	1.0	0.0	0.0	0.0
Telecommunications Supervisor	0.0	1.0	1.0	1.0	0.0
Telecommunications Technician	0.0	0.0	1.0	1.0	0.0
Social Work Supervisor	0.0	1.0	1.0	1.0	0.0
Field Response Case Coordinator	0.0	1.0	1.0	1.0	0.0
Administrative Secretary	1.0	1.0	1.0	2.0	1.0
	59.0	70.0	73.0	76.0	3.0



City of Montebello
Fiscal Year 2021-22 Budget
Master Position Control, by Department
1st Quarter Update

	FY 2019-20	FY 2020-21	FY 2021-22 ADOPTED	FY 2021-22 AMENDED	Variance
Human Resources and Information Technology					
Director of Human Resources and Risk Management	1.0	1.0	1.0	1.0	0.0
Human Resources Manager	0.0	0.0	1.0	1.0	0.0
Risk Manager	1.0	1.0	1.0	1.0	0.0
Sr. Human Resources Analyst	2.0	2.0	2.0	2.0	0.0
Human Resources Analyst	1.0	1.0	1.0	1.0	0.0
Human Resources Technician	1.0	1.0	1.0	1.0	0.0
Administrative Secretary	1.0	1.0	1.0	1.0	0.0
Information Systems Manager	1.0	1.0	2.0	2.0	0.0
Information Systems Supervisor	1.0	1.0	1.0	1.0	0.0
Information Systems Analyst	3.0	3.0	3.0	3.0	0.0
	12.0	12.0	14.0	14.0	0.0

Planning and Community Development					
Director of Planning and Community Development	1.0	1.0	1.0	1.0	0.0
Deputy Director	1.0	1.0	1.0	1.0	0.0
Building Official	1.0	1.0	1.0	1.0	0.0
Housing Manager	0.0	0.0	1.0	1.0	0.0
Planning Manager	1.0	1.0	1.0	1.0	0.0
Associate Planner	1.0	1.0	1.0	1.0	0.0
Assistant Planner	0.0	2.0	2.0	2.0	0.0
Code Enforcement Manager	0.0	1.0	1.0	1.0	0.0
Code Enforcement Coordinator	1.0	1.0	1.0	1.0	0.0
Code Enforcement Officer	3.0	4.0	4.0	4.0	0.0
Combination Building Inspector	0.0	1.0	1.0	1.0	0.0
Building Permit Technician	1.0	1.0	2.0	2.0	0.0
Sr. Management Analyst	1.0	1.0	1.0	1.0	0.0
Management Analyst	0.0	2.0	2.0	2.0	0.0
Administrative Secretary	1.0	1.0	1.0	1.0	0.0
	12.0	19.0	21.0	21.0	0.0

Police					
Police Chief	1.0	1.0	1.0	1.0	0.0
Police Captain	2.0	2.0	2.0	2.0	0.0
Police Lieutenant	5.0	5.0	6.0	6.0	0.0
Police Sergeant	10.0	10.0	10.0	10.0	0.0
Police Corporal	23.0	23.0	23.0	23.0	0.0
Police Officer	33.0	33.0	32.0	32.0	0.0
Grants and Project Administrator	1.0	1.0	1.0	1.0	0.0
Records Supervisor	1.0	1.0	1.0	1.0	0.0
Communications Supervisor	1.0	1.0	1.0	1.0	0.0
Police Dispatcher II	5.0	5.0	5.0	5.0	0.0
Police Dispatcher I	5.0	5.0	5.0	5.0	0.0
Police Records Technician	9.0	9.0	9.0	9.0	0.0
Property and Evidence Technician	2.0	2.0	2.0	2.0	0.0
Court Liaison	1.0	1.0	1.0	1.0	0.0
Parking Control Officer	1.0	1.0	1.0	1.0	0.0
Senior Management Analyst	0.0	1.0	1.0	1.0	0.0
Administrative Secretary	1.0	1.0	1.0	1.0	0.0
	101.0	102.0	102.0	102.0	0.0

Public Works					
Director of Public Works	1.0	1.0	1.0	1.0	0.0
Assistant Director	1.0	1.0	1.0	1.0	0.0
Assistant Engineer	0.0	0.0	1.0	2.0	1.0
Public Works Inspector	0.0	0.0	1.0	1.0	0.0
Recreation & Community Services Superintendent	0.0	1.0	1.0	1.0	0.0
Street Maintenance Supervisor	1.0	1.0	1.0	1.0	0.0
Assistant Tree Maintenance Supervisor	1.0	1.0	1.0	1.0	0.0
Senior Management Analyst	0.0	1.0	1.0	1.0	0.0
Management Analyst	0.0	0.0	0.0	1.0	1.0
Administrative Secretary	1.0	1.0	1.0	1.0	0.0
Maintenance Worker*	7.0	14.0	14.0	14.0	0.0
	12.0	21.0	23.0	25.0	2.0

*Transfer 7.0 FTE from Parks and Recreation - Golf Course Operations, October, 2020



City of Montebello
Fiscal Year 2021-22 Budget
Master Position Control, by Department
1st Quarter Update

	FY 2019-20	FY 2020-21	FY 2021-22 ADOPTED	FY 2021-22 AMENDED	Variance
Recreation and Community Services					
Director of Recreation and Community Services	1.0	1.0	1.0	1.0	0.0
Deputy Director	1.0	1.0	1.0	1.0	0.0
Recreation & Community Services Superintendent**	0.0	1.0	1.0	1.0	0.0
Park Maintenance Supervisor	1.0	1.0	1.0	1.0	0.0
Building Maintenance Tradeworker II	2.0	2.0	2.0	2.0	0.0
Maintenance Worker	8.0	8.0	8.0	8.0	0.0
Recreation Manager	0.0	0.0	1.0	1.0	0.0
Community Services Coordinator	3.0	4.0	4.0	4.0	0.0
Management Analyst	1.0	1.0	1.0	1.0	0.0
Administrative Secretary	1.0	1.0	1.0	1.0	0.0
Golf Course Superintendent / Facility Manager**	1.0	0.0	0.0	0.0	0.0
Golf Cart Mechanic*	1.0	0.0	0.0	0.0	0.0
Golf Course Equipment Mechanic*	1.0	0.0	0.0	0.0	0.0
	21.0	20.0	21.0	21.0	0.0

*Golf Course personnel transferred to Public Works as "Maintenance Worker" classification

**Golf Course Superintendent to be reclassified as Recreation & Comm Services Superintendent

Transportation

Director of Transportation	1.0	1.0	1.0	1.0	0.0
Assistant Director	1.0	1.0	1.0	1.0	0.0
Public Information Officer	0.0	1.0	1.0	1.0	0.0
Transit Administration Manager	1.0	2.0	2.0	2.0	0.0
Transit Operations Manager	1.0	1.0	1.0	1.0	0.0
Vehicle Maintenance Manager	0.0	1.0	1.0	1.0	0.0
Maintenance Manager	0.0	0.0	1.0	1.0	0.0
Shop Maintenance Supervisor	4.0	4.0	4.0	4.0	0.0
Transit Dispatch Supervisor	10.0	12.0	12.0	12.0	0.0
Transit Operations Supervisor	3.0	3.0	3.0	3.0	0.0
Transit Stores and Facility Supervisor	1.0	1.0	1.0	1.0	0.0
Maintenance Service Supervisor	1.0	1.0	1.0	1.0	0.0
Transit Grants and Project Administrator	1.0	1.0	1.0	1.0	0.0
Sr. Procurement Analyst	0.0	1.0	1.0	1.0	0.0
Management Analyst	1.0	3.0	3.0	3.0	0.0
Associate Planner	0.0	0.0	1.0	1.0	0.0
Account Clerk I	0.0	1.0	1.0	1.0	0.0
Account Clerk II	2.0	3.0	3.0	3.0	0.0
Administrative Secretary	0.0	1.0	1.0	1.0	0.0
Bus Operator	105.0	105.0	120.0	120.0	0.0
Equipment Mechanic A	15.0	15.0	15.0	15.0	0.0
Equipment Serviceworker	13.0	13.0	13.0	13.0	0.0
Body Shop Mechanic	1.0	1.0	1.0	1.0	0.0
Building Maintenance Tradeworker II	1.0	1.0	1.0	1.0	0.0
Maintenance Worker	1.0	1.0	1.0	1.0	0.0
Storekeeper	3.0	3.0	3.0	3.0	0.0
Clerk Typist	4.0	5.0	5.0	5.0	0.0
	170.0	182.0	199.0	199.0	0.0

Total Full-Time Employees	419.0	461.0	489.0	494.0	5.0
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Total Full-Time Employees Net Elected	412.0	454.0	482.0	487.0	5.0
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	FY 2019-20	FY 2020-21	FY 2021-22 ADOPTED	FY 202-22 AMENDED	Variance
Administration	6.0	8.0	8.0	8.0	0.0
Community Development	12.0	19.0	21.0	21.0	0.0
Finance	19.0	20.0	21.0	21.0	0.0
Fire	59.0	70.0	73.0	76.0	3.0
Human Resources - Information Technology	12.0	12.0	14.0	14.0	0.0
Parks and Recreation	21.0	20.0	21.0	21.0	0.0
Police	101.0	102.0	102.0	102.0	0.0
Public Works	12.0	21.0	23.0	25.0	2.0
Transit	170.0	182.0	199.0	199.0	0.0
	412.0	454.0	482.0	487.0	5.0

FIRE CAPTAIN 40 HOUR POSITION (FIRE PREVENTION/COMMUNITY RISK REDUCTION)**JOB SUMMARY**

Under general supervision assists in the development and implementation of comprehensive code enforcement, hazardous materials, fire prevention, fire investigation and loss management program; prepares and presents public education programs; performs varied professional and administrative tasks in support of the Division; may act as Fire Marshal in his/her absence; to work with other City management staff in project development and completion; and to perform related work as required; and to perform related work as required.

This is a supervisory position with responsibility for assigning, coordinating, and supervising the work and the in-service training of a fire company at a City station and/or other locations during an assigned shift. In addition, positions are assigned administrative responsibilities for organization and development of the Department service or function.

EXAMPLES OF ESSENTIAL DUTIES:

This position will oversee the Fire Prevention/Community Risk Reduction Division and any program related, fire inspectors, is a member of the staff of the department and will report to directly to the Fire Marshal and/or his designee (i.e. Deputy Fire Chief). This position participates in the day-to-day administration of the department's prevention and community risk reduction program, and will support the operations, as needed. Will work closely with the Firefighter/Paramedics, Auxiliary and other department staff to promote good relations and effective operations of the department. The Community Risk Reduction Captain is responsible for maintaining the Fire Prevention Division's goals and objectives; provides supervision which may include assigning, coordinating, training and reviewing the work of Fire Inspector-II, Fire Inspector-I and Community Risk Reduction Coordinator positions; has administrative responsibility; oversees a safe work place; assists with the development of budgets; develops and prepares a variety of reports; may represent Department functions with citizens, community organizations, and other government agencies; may serve as a back-up to the Fire Marshal; represents assigned functions with City staff and other governmental agencies as delegated.

- Assist Fire Marshal in development of Community Risk Reduction Division programs.
- Supervises fire prevention personnel and assists Fire Marshal in establishing goals for the Community Risk Reduction Division. Assist in training, monitoring and evaluating of personnel.
- Supervises Fire Investigation Unit/personnel and ensures members are meeting all federal, local, state mandates and industry best practices.
- Law Enforcement liaison with various Federal, State and Local Law Enforcement agencies.
- Supervises engine company fire inspection program.
- Responds to the City Emergency Operations Center (EOC) and performs duties and responsibilities, as required.
- Performs technical or legal research to establish and assure conformance to fire safety standards
- Develops in-service training programs.
- Develops and implements programs to improve the relationship between the local community and the Department.
- Carries out assignments as directed by the Fire Marshal.
- Conducts site inspections and checks plans and specifications for compliance with applicable Federal, State, County, and City codes, laws and regulations;
- Provides technical advice and makes recommendations regarding safety inspections of chemical users to reduce hazardous materials accidents;
- May attend City Council and other meetings to provide technical advice and information on Federal, State, County, and City codes, laws, regulations and technical issues related to hazardous materials;
- Compile and analyze data and information, prepares related reports and makes recommendations based on codes, standards and Fire Department policies;
- Assists in training of subordinate personnel and fire company personnel on fire prevention matters;
- Attends various Commission meetings to represent the Fire Department regarding compliance with various Federal, State, County, and City codes.

- May assist with Public Education duties.
- Attends division and department meetings as required;
- Receives and responds to public inquiries and complaints regarding inspections, investigations and public records request.
- Serves on various committees;
- Perform related duties as required.

TYPICAL QUALIFICATIONS:

SPECIAL REQUIREMENTS

Fire Officer Certificate as issued by the State of California Fire Marshal or proof of completion of all required courses for the State of California Fire Marshal's Fire Officer Certification at time of application.

Possession of a California Class C Driver's License with Firefighter endorsements at time of application and maintenance of said license in good standing throughout employment in this position,

Possession of a current Emergency Medical Technician certification at time of application and maintenance of said license in good standing throughout employment in this position.

Possession of a First Responder certification at time of application and throughout employment in this position.

Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education: Fire Officer Certificate as issued by the State of California Fire Marshal, or proof of completion of all required courses for the state of California Fire Marshal's Fire Officer Certification at time of application. State Fire Marshal Engine Boss Certification. State Fire Marshal Firefighter I & II certification.

Work Background: Five (5) years of progressively responsible work experience in the provision of fire and other emergency services, preferably including some experience in a lead or supervisory position, **and** presently holding the rank of Fire Engineer **or** presently a certified relief Fire Engineer with the Department.

SUPPLEMENTAL INFORMATION:

Knowledge of:

- Methods and principles of fire suppression, fire investigation, fire prevention, emergency medical response, and hazardous material control.
- Principles of supervision and training.
- Operation, maintenance, and capabilities of firefighting and emergency rescue equipment. Practical hydraulics and pump operations.
- Fire codes, laws, rules, and regulations.
- Research methods and procedures and
- Fire Department Administration, Operations and Training
- U.S. Department of Transportation (DOT) Emergency Response Guide Firefighter Procedural Bill of Rights and Lexipol
- Field Operations Guide (FOG) Manual Incident Command System (ICS)
- Knowledge of Report Writing and Tracking Systems
- Data Analysis and Grant writing
- Understanding of the required training standards (OSHA, NFPA, ISO, California State Fire Training, DOT Reasonable Suspicion Training for Supervisors)

Ability to:

- Plan, coordinate, and supervise the activities of a fire company during an assigned shift. Provide supervision, training, and work evaluation for staff.
- Maintain discipline.
- Provide guidance and assist with administration of Department policy, rules, and regulations.
- Drive fire and emergency response equipment safely and skillfully in accordance with traffic rules and regulations.
- Apply firefighting and emergency service techniques and methods in a variety of situations.
- Direct fire inspections and prevention activities in the field. Prepare a variety of reports and presentations.
- Research, collect, and analyze information related to fire services. Develop budget information and monitor expenditures.
- Interpret, explain, and apply fire codes and regulations.
- Effectively represent the fire service functions of the Department with concerned individuals, community organizations, and other governmental agencies.
- Establish and maintain cooperative working relationships. Communicate effectively orally and in writing.
- Ability to increase engagement and participation in training committee(s) and Cadres
- Communicate the Department's Mission and Vision.

FIRE CAPTAIN 40 HOUR POSITION (TRAINING CAPTAIN)

JOB SUMMARY

Under general direction, to plan, coordinate, and supervise the activities of a fire training program; to serve as the Fire Captain (Training Officer) for all training related functions; emergencies; to provide for the training and development of assigned personnel; the position will be responsible for the development and delivery of training disciplines to career and volunteer programs (Auxiliary and Explores); assist in the operation and coordination of in-service training and safety programs; develops instructional material, schedules training sessions, conducts classroom and field instruction; demonstrates the proper use and care of firefighting apparatus and equipment; responsibility for administrative functions in the Department; and to perform related work as required. This is a supervisory position with responsibility for assigning, coordinating, and supervising the work and the in-service training of a fire company at a City station and/or other locations during an assigned shift. In addition, positions are assigned administrative responsibilities for organization and development of the Department service or function.

EXAMPLES OF ESSENTIAL DUTIES:

This position will oversee the training program, probationary firefighter/paramedics, including also the Auxiliary and Explorer Coordinator, is a member of the staff of the department and will report to directly to the Fire Chief and/or his designee (i.e. Battalion Chief/Training Chief). This position participates in the day-to-day administration of the department's training program, and will support the operations, as needed. Will work closely with the Firefighter/Paramedics, Auxiliary and other department staff to promote good relations and effective operations of the department. The Training Captain is responsible for maintaining the Department's training program, as well as participating in recruitment and retentions efforts, including but not limited to marketing, recruitment outreach, career fairs, applicant processing, interviews and all supportive administrative on-boarding process and development. ; performs a variety of recordkeeping and administrative assignments; has administrative responsibility for the organization and development of Department functions; oversees a safe work place; assists with the development of budgets; develops and prepares a variety of reports; may represent Department functions with citizens, community organizations, and other government agencies; may serve as Battalion Chief in the Chief's absence; represents assigned functions with City staff and other governmental agencies as delegated

- In conjunction with the Battalion Chief and Training Staff, conducts regularly scheduled company and multi-company drills/training exercises;
- Assists in the operation and coordination of the modular training program(s);
- Develops and updates/revises training objectives, lesson plans, performance standards, training bulletins, and PowerPoint presentations; utilizes training videos, flip charts and other visual aids;
- Writes and administers written examinations and employs other evaluation methods;
- Researches new information for inclusion in written instructional material and identifies techniques for successful course development;
- Assists in developing annual training calendar; schedules training for suppression companies and arranges special courses;
- Instructs City/Fire safety and non-safety personnel (career and volunteer) in a variety of subjects relating to fire suppression, safety, emergency medical care, hazardous materials, rescue practices, and physical fitness;
- Develops schedules, coordinates, and recruits instructors for post-employment recruit academies;
- Participates in After Action Reviews for the benefit of the affected company members and the entire organization;
- Operates still and video camera equipment for production of slide and video training programs; captures video/photographs at emergency scenes and training activities;
- Supervises personnel/volunteers during training events and emergency incidents;
- Maintains training records, including statistics on training results and participant evaluations;
- Writes reports and correspondence as needed;
- Writes grants and maintains data collection;
- Responds to emergency incidents as needed/requested; perform Safety Officer or other

- operational functions as directed;
- Assists and supports emergency planning and response programs;
- Assists with emergency planning and emergency operations center functions during emergencies and Emergency Operations Center (EOC) activation.

TYPICAL QUALIFICATIONS:

SPECIAL REQUIREMENTS

Fire Officer Certificate as issued by the State of California Fire Marshal or proof of completion of all required courses for the State of California Fire Marshal's Fire Officer Certification at time of application.

Possession of a California Class C Driver's License with Firefighter endorsements at time of application and maintenance of said license in good standing throughout employment in this position,

Possession of a current Emergency Medical Technician certification at time of application and maintenance of said license in good standing throughout employment in this position.

Possession of a First Responder certification at time of application and throughout employment in this position.

Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education: Fire Officer Certificate as issued by the State of California Fire Marshal, or proof of completion of all required courses for the state of California Fire Marshal's Fire Officer Certification at time of application. State Fire Marshal Engine Boss Certification. State Fire Marshal Firefighter I & II certification.

Work Background: Five (5) years of progressively responsible work experience in the provision of fire and other emergency services, preferably including some experience in a lead or supervisory position, **and** presently holding the rank of Fire Engineer **or** presently a certified relief Fire Engineer with the Department.

SUPPLEMENTAL INFORMATION:

Knowledge of:

- Methods and principles of fire suppression, fire investigation, fire prevention, emergency medical response, and hazardous material control.
- Principles of supervision and training.
- Operation, maintenance, and capabilities of firefighting and emergency rescue equipment. Practical hydraulics and pump operations.
- Fire codes, laws, rules, and regulations.
- Research methods and procedures and
- Fire Department Administration, Operations and Training
- U.S. Department of Transportation (DOT) Emergency Response Guide Firefighter Procedural Bill of Rights and Lexipol
- Field Operations Guide (FOG) Manual Incident Command System (ICS)
- Knowledge of Report Writing and Tracking Systems
- Data Analysis and Grant writing
- Understanding of the required training standards (OSHA, NFPA, ISO, California State Fire Training, DOT Reasonable Suspicion Training for Supervisors)

Ability to:

- Plan, coordinate, and supervise the activities of a fire company during an assigned shift. Provide supervision, training, and work evaluation for staff.
- Maintain discipline.
- Provide guidance and assist with administration of Department policy, rules, and regulations.
- Drive fire and emergency response equipment safely and skillfully in accordance with traffic rules and regulations.
- Apply firefighting and emergency service techniques and methods in a variety of situations.
- Direct fire inspections and prevention activities in the field. Prepare a variety of reports and presentations.
- Research, collect, and analyze information related to fire services. Develop budget information and monitor expenditures.
- Interpret, explain, and apply fire codes and regulations.
- Effectively represent the fire service functions of the Department with concerned individuals, community organizations, and other governmental agencies.
- Establish and maintain cooperative working relationships. Communicate effectively orally and in writing.
- Ability to increase engagement and participation in training committee(s) and Cadres
- Communicate the Department's Mission and Vision.



CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Alicia Fernandez, Deputy City Clerk

SUBJECT: **Adopt Ordinance No. 2443 Amending and Restating the Rules of Order and Procedure for the Conduct of all City Council and Successor Agency Meetings, Proceedings, and Business – Second Reading**

DATE: October 27, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

- 1) Rescind Resolution Nos. 89-70, 06-22, 11-89, and 19-124
- 2) Waive Second Reading of Ordinance No. 2443 amending and Restating the Rules of Order and Procedure for the Conduct of all City Council and Successor Agency Meetings, Proceedings, and Business
- 3) Take such additional, related, action that may be desirable.

FISCAL IMPACT

No direct financial impacts are foreseen as a consequence of updating the Council Rules of Order and Procedure.

BACKGROUND

The rules establishing procedures to address the City Council and standards of decorum were approved in 1989 by adoption of Resolution No. 89-70. Subsequently, Resolution No. 06-22 was adopted to amend the rules addressing the procedures for addressing the City Council and standards of decorum, and to include additional rules such as the order of business, public participation, and City Council oral reports. In 2011, the rules were amended once again to clarify City Council oral communications.

Adopt Ordinance No. 2443 Amending and Restating the Rules of Order and Procedure for the Conduct of all City Council and Successor Agency Meetings, Proceedings, and Business – Second Reading

Page 2 of 2

After a thorough review of the current Rules of Order and Procedures, and review of several cities, a proposed Ordinance was presented to the City Council at the July 28, 2021 meeting. The proposed Ordinance included a number of suggested updates which would enhance the clarity of the rules, incorporate existing practices, and provide uniformity in protocol standards. City Council was encouraged to submit their feedback on the proposed Ordinance for consideration of approval at a future meeting. On September 8, 2021, the City Council was in agreement to limit the use of personal devices on the dais, and that recommendation was incorporated into the proposed Ordinance in section 6.K, "General Requirements". On September 16, 2021 California Assembly Bill 361 was signed into law and amended Government Code Section 54953. Assembly Bill 361 has several requirements to ensure the public can view and make public comments during the teleconferenced open meetings, and this update was also incorporated into the Ordinance. No other recommendations were received by Staff.

At the October 13, 2021 City Council meeting it was recommended that Staff update the Ordinance to state that the Regular Session portion of the meeting shall start no later than 6:00 p.m., rather than immediately following Closed Session. It was also recommended to state that written comments may not be read aloud and will be included as part of the meeting minutes. No other recommendations were approved by City Council.

This Ordinance is intended to maximize the efficiency of City Council meetings and provide general policies and rules pertaining to the operations of the City Council meetings. The most significant changes being proposed are establishing a new meeting start time, amending the dark meetings, establishing general meeting requirements, establishing procedures for the conduct of meetings and a proposed meeting length.

SUMMARY

Staff constantly strives to makes meetings as productive, inclusive, and efficient as possible. From time-to-time, there is a need to update and restate the Rules of Order and Procedure, whether as a result of subsequent updates or to ensure the orderly conduct of City business. Staff is recommending that the City Council rescind Resolution Nos. 89-70, 06-22, 11-89, and 19-124; and adopt the proposed Ordinance No. 2443. Once the proposed Ordinance is adopted, Staff will work towards creating a comprehensive handbook that will serve as a reference guide for current City Council and future members. Staff will also begin to work on Rules of Order and Procedure for the conduct of all Commission and Committee meetings, proceedings, and business.

ATTACHMENT (S):

- A. Attachment A – Resolution No. 89-70
- B. Attachment B – Resolution No. 06-22
- C. Attachment C – Resolution No. 11-89
- D. Attachment D – Resolution No. 19-124
- E. Attachment E – Ordinance No. 2443

RESOLUTION NO. 89-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO PROVIDING
RULES FOR THE CONDUCT OF AUDIENCE PARTICIPATION

THE CITY COUNCIL OF THE CITY OF MONTEBELLO DOES RESOLVE AS
FOLLOWS:

SECTION 1. Procedure for addressing Council.

(a) Each person wishing to address the council on an item not listed as a public hearing shall complete a card provided by the City Clerk for that purpose. Once the card is completed, it shall be returned to the City Clerk prior to 8 p.m. Upon receipt of the card, the city clerk shall deliver it to the presiding officer.

(b) Information to be provided on such card by each person wishing to address the council shall include the person's name and address; whether he or she is speaking for himself or herself, an organization or another party; the agenda item he or she wishes to address; and/or a brief description of the subject matter he or she wishes to present.

(c) The maximum time for addressing the council shall be limited to five minutes; however, the presiding officer may either extend or reduce the maximum time to such period of time as the council may determine.

(e) When called upon by the presiding officer, each person addressing the council shall step up to the microphone in front of the rail, shall give his or her name, address and organization or other party he or she represents, if any, in an audible tone of voice for the record, and limit his or her address to five minutes. All remarks shall be addressed to the presiding officer and not to any one member. No person, other than the council and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the council, without the permission of the presiding officer. No question shall be asked a councilmember or staff member except through the presiding officer.

(f) In order to expedite council business and to avoid repetitious presentations, whenever any organization or group of persons wishes to address the council on the same subject matter, it shall be proper for the presiding officer to inquire whether the organization or group has a spokesperson. If so, the spokesperson shall limit his or her address to five minutes; and, once he or she is heard, following speakers from the organization or group shall be limited to facts not already presented by the spokesperson.

Section 2. Standards of decorum.

(a) The Mayor or presiding officer shall have the right to terminate any oral communication where such is not of interest to the public or within the subject matter jurisdiction of the City Council or is redundant or repetitious. Debates between individual members of the Council and audience should be discouraged.

(b) Speakers shall not present the same or substantially same items or arguments to the council repeatedly or be repetitious or dilatory in presenting their ~~oral~~ comments. If a matter has been presented orally before the Council, whether the Council has taken action, or determined to take no action, the same or substantially same matter may not be presented orally by the same person more than once in any four month period. Nothing in the foregoing precludes submission of comments to the City Council in writing regarding such action or non-action.

(c) Any person who becomes boisterous while addressing the council or who otherwise disrupts the orderly conduct of the Council's business shall be barred after being admonished from addressing the Council further.

Section 3. Enforcement of Decorum.

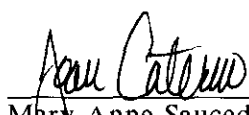
The chief of police, or such member, or members, of the police department or police reserve as he may designate, shall be sergeant-at-arms of the council meetings. He, or they, shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at council meetings. Upon instructions of the presiding officer, it shall be the duty of the sergeant-at-arms to place any person who violates the order and decorum of the meeting under arrest.

Section 4. That the City Clerk shall certify to the adoption of this resolution and shall cause the same to be published in the manner prescribed by the law.

PASSED AND APPROVED THIS 22 DAY OF May 1989.


William O. Nighswonger, Mayor

ATTEST:


Mary Anne Saucedo, City Clerk
by: Joan Caterino, Deputy



STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.
CITY OF MONTEBELLO)

I, Mary Anne Saucedo, City Clerk of the City of Montebello, do hereby certify that the foregoing resolution was duly adopted by the City Council of said City at a regular meeting thereof held on the 22nd day of May, 1989, and carried by the following vote:

AYES: COUNCILMEMBERS: Glasman, Salazar, Payan, Nighswonger
NOES: COUNCILMEMBERS: Pizzorno
ABSENT: COUNCILMEMBERS: None


Mary Anne Saucedo, City Clerk
by: Joan Caterino, Deputy

RESOLUTION NO. 06-22

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO
AMENDING AND RESTATING RESOLUTION NO. 89-70
CONCERNING RULES FOR THE CONDUCT OF CITY COUNCIL MEETINGS**

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Montebello and the Redevelopment Agency of the City of Montebello:

SECTION 1. Meetings Open to the Public.

The City Council and Agency are subject to the Brown Act Open Meetings Law. (Government Code 54950 et seq). All meetings of the City Council and Agency are open to the public, except for closed sessions which are authorized to be held in accordance with the applicable provisions of the Brown Act.

SECTION 2. Time and Place of City Agency/Council Meetings.

Regular meetings of the City Council and Agency shall be held at the City Hall Council Chambers at 1600 West Beverly Boulevard, Montebello, California, except as otherwise provided from time-to-time and authorized by the Brown Act. The regular meetings of the City Council and Agency shall be held on the second and fourth Wednesdays of each month. The Redevelopment Agency meeting will start at 6:30 p.m. The City Council Closed Session will start at 6:30 p.m. or at the conclusion of the Agency meeting. The Agency Chairman may recess the Agency meeting to take up City Council closed session items. Discussion on all closed session items shall end promptly at 7:30 p.m. or be recessed until the conclusion of the regular City Council meeting. The regular City Council meeting will start at 7:30 p.m.

SECTION 3. Order of Business.

The business of the Agency and City Council at regularly scheduled meetings shall be disposed of in the following order:

Redevelopment Agency – 6:30 p.m.

Call Meeting to Order
Roll Call
Approval of Agenda
Scheduled Matters
New Business
Old Business
Routine Matters/Consent Calendar
Statement of Oral Communications
Oral Communications
Agency Orals & Agency Action Items
Closed Session
Closed Session Report
Adjournment

City Council - 6:30 p.m. Closed Session

Call Meeting to Order
Roll Call

Announcement of Closed Session Items
Comments
Closed Session

City Council - 7:30 p.m. Regular Meeting

Call Meeting to Order
Roll Call
Invocation
Pledge of Allegiance
Closed Session Report
Ceremonial Items/Presentations
Statement of Oral Communications
Oral Communications (Limited to 30 minutes)
Approval of Agenda
Scheduled Matters
New Business
Old Business
Routine Matters/Consent Calendar
Continued Oral Communications (if necessary)
Council Orals & Council Action Items
Adjournment

SECTION 4. Statement of Oral Communications.

Every Agency and City Council Agenda shall contain a Statement of Oral Communications in substantially the following form:

“Statement of Oral Communications: Thank you for participating in tonight’s meeting. Individuals interested in addressing the City Council [Redevelopment Agency] on any agenda item or topic must fill out a form provided at the door, and turn it in to the City Clerk prior to 7:30 p.m. A form does not need to be submitted for public hearing items. Forms turned in after 7:30 p.m. may be held until the next regular meeting.

At this time speakers wishing to address the City Council [Redevelopment Agency] on an item that is not on the agenda will be called upon in the order that their speaker card was received. Those persons not accommodated during this thirty (30) minute period will have an opportunity to speak under “Oral Communications – Continued” after all scheduled matters have been considered.

Please be aware that the maximum time allotted for individuals to speak shall not exceed three (3) minutes per speaker. Please be as specific as possible about the topic on which you wish to speak. Further, in accordance with state law, the City Council [Redevelopment Agency] may not take action or entertain extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor [Chairman] and not to the audience or staff members. ”

SECTION 5. Procedure for Addressing the Agency/City Council.

A. Each person wishing to address the Agency or City Council on an item not listed as a public hearing item shall complete a card provided by the City Clerk for that purpose. Once the card is completed, it shall be returned to the City Clerk prior to 7:30 p.m that night. Upon receipt of the card, the City Clerk shall deliver it to the presiding

officer. Request to speak cards submitted after 7:30 p.m. may be called on at the next regular meeting of the City Council or Agency.

Once a speaker completes all of their comments, Agency/Council members may ask brief questions concerning such comments and inquiries. However, the Agency/Council should not engage in discussion or take action in connection with such comments. Once the speaker is seated, the presiding officer may refer an issue or public inquiry to the City Administrator for a brief response, further review and/or further action, if appropriate. Alternatively, the Agency/Council may request the issue be agendaized for discussion at a future Agency/Council meeting.

B. Each person wishing to address the Agency or City Council on a scheduled matter shall complete a card provided by the City Clerk for that purpose. Once the card is completed, it shall be returned to the City Clerk prior to 7:30 p.m. that night. Upon receipt of the card, the City Clerk shall deliver it to the presiding officer. Speakers will be heard when the item is up for discussion, following the staff report, Agency/Council questions and Applicant presentation, if any. All speakers wishing to speak on scheduled matters shall be heard. Speakers wishing to address the Agency/Council on public hearing items shall not be required to fill-out a speaker card in order to be called on to speak. Speakers addressing the Agency/Council on a public hearing item shall be heard after the public hearing is opened by the presiding officer.

C. The maximum time for addressing the Agency/Council on any item shall be limited to three (3) minutes per speaker. For land use public hearings, the Applicant presentation shall be limited to ten (10) minutes. For appeal hearings, the Appellant presentation shall be limited to fifteen (15) minutes. However, the presiding officer may extend the maximum time allotted to any speaker with the concurrence of a majority of the Agency/Council. Extensions of time shall be granted in minute increments.

D. Speakers will be called in the order that their request to speak card is recorded by the City Clerk. Speakers will be permitted to complete their comments without interruption and no speaker may yield their allotted time to other speakers. When called upon by the presiding officer, each person addressing the Agency/Council shall step up to the microphone in front of the rail, give their name, address and organization or other party represented, if any, and in an audible tone of voice, address the Agency/Council for no more than three (3) minutes. All comments shall be addressed to the presiding officer and not to any single Council or Agency member. No person, other than the person having the floor, shall be permitted to enter into any discussion, either directly or indirectly or through a member of the Council or Agency, without the permission of the presiding officer. No questions shall be asked a Council or Agency or staff member except through the presiding officer.

E. In order to expedite Agency/Council business and to avoid repetitious presentations, whenever an organization or group of persons wishes to address the Council or Agency on the same subject matter, it shall be proper for the presiding officer to inquire whether the organization or group has a spokesperson. If so, the spokesperson shall limit his or her address to three (3) minutes and once the spokesperson is heard, additional speakers from the organization or group shall be limited to addressing facts not already presented by the spokesperson.

SECTION 6. Agency/Council Oral Reports and Action Items.

A. Agency/Council members shall comply with the requirements of Resolution No. ~~06-22~~ 'Administrative Policy for Placement of Action Items on City Council Agendas by Councilmembers').

B. In accordance with subsection (E) of Resolution No ~~06-22~~ requests for Agency/Council action items and oral reports shall be introduced and explained by the Agency/Council member that placed the item on the Agenda. Agency/Council members should endeavor to complete their presentations in five (5) minutes or less. Agency/Council members may request additional time to complete their presentations from the presiding officer. Such requests for additional time shall not be unreasonably denied. After the introduction and presentation of the item, each Agency/Council member shall be provided an opportunity to ask questions and comment on the request.

SECTION 7. Standards of Decorum.

A. The Mayor shall be the presiding officer at City Council meetings. The Chairperson shall be the presiding officer at Agency meetings. In the absence of the Mayor/Chairperson, the Mayor Pro Tem/Vice Chairperson shall be presiding officer.

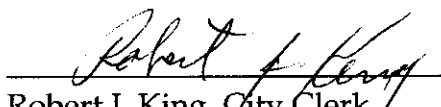
B. The presiding officer shall have the right to terminate any oral communication where such is not within the subject matter jurisdiction of the Agency/Council or is redundant or repetitious. Debates between Agency/Council members and the public should be discouraged.

C. Any person who becomes boisterous while addressing the Agency/Council or who otherwise disrupts the orderly conduct of the Agency's/Council's business shall be subject to removal from the Chambers after being admonished by the presiding officer.

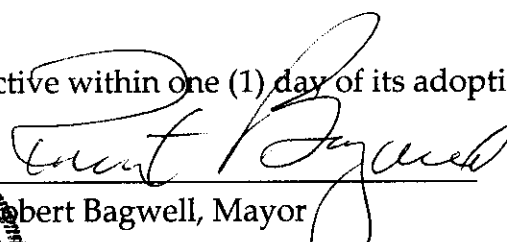
D. The chief of police, or such other member or members of the police department or police reserve as may be designated, shall be sergeant-at-arms of the Agency/Council meetings. The sergeant at arms shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at Agency/Council meetings. Upon instructions of the presiding officer, it shall be the duty of the sergeant-at-arms to place any person who violates the order and decorum of the meeting under arrest.

SECTION 8. This Resolution shall be effective within one (1) day of its adoption.

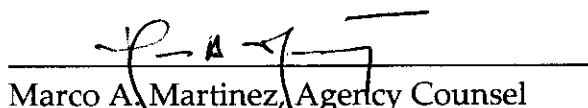
ATTEST:


Robert J. King, City Clerk




Robert Bagwell, Mayor

APPROVED AS TO FORM:


Marco A. Martinez, Agency Counsel

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)ss.
CITY OF MONTEBELLO)

I, ROBERT J. KING, City Clerk of the City of Montebello, do hereby certify that the foregoing Resolution No. 06-22 as duly and regularly approved and adopted by the Montebello City Council at their regular meeting held on the 22nd day of February 2006, as approved by law by the following vote:

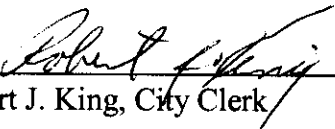
AYES: Members: Lopez-Reid, Siccama, Bagwell

NOES: Members: Vasquez, Molinari

ABSTAIN: Members: None

ABSENT: Members: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City on the 22nd of February 2006.



Robert J. King, City Clerk

(resoatst)

RESOLUTION NO. 11-89**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO
AMENDING AND RESTATING RESOLUTION NO. 06-22 CONCERNING RULES FOR
THE CONDUCT OF CITY COUNCIL MEETINGS**

WHEREAS, on February 22, 2006 the City Council of the City of Montebello defined certain rules for the conduct of City Council meetings; and

WHEREAS, the City Council has determined the need to formalize the placement of Council Oral Communications on City Council Agendas consistent with the requirements of the Brown Act; and

WHEREAS, Government Code Section 54954.2(a) requires that an agenda item must contain a brief, general description of each item of business to be transacted or discussed which generally need not exceed 20 words; and

WHEREAS, currently, the City Council has been listing City Council Oral Communications in broad generalities and often times using no more than a few words which fails to adequately inform members of the public and provide a clear description of the intent of the Council Oral and the topic or topics to be discussed.

NOW, THEREFORE, BE IT RESOLVED by the City of Montebello as follows.

SECTION 1. An amendment to Montebello City Council Resolution No 06-22 is adopted and adds a new Section C, which reads as follows:

- C All City Council Oral Communications shall be expressed in complete sentences and shall provide sufficient information to be in compliance with the Brown Act. All City Council Oral Communications shall provide a brief, general description of each item of business to be transacted or discussed at the meeting and need not exceed 20 words.

In all other respects, Resolution No 06-22 shall remain in full force and effect, and is hereby restated.

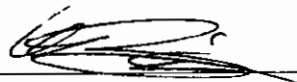
SECTION 2. If the City Council Oral Communication offered fails to comply with the policy expressed in Resolution 06-22, as amended, the City Administrator shall not place the item of the agenda and shall request a complete sentence to be stated prior to the item being listed on the City Council agenda.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution, which shall become effective upon its approval by the City Council.

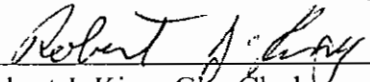
APPROVED AND ADOPTED ON THIS 12th DAY OF OCTOBER 2011



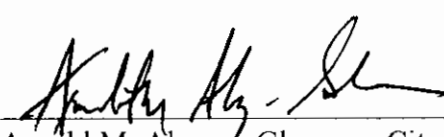
BY


Art Barajas, Mayor

ATTEST


Robert J. King, City Clerk

APPROVED AS TO FORM

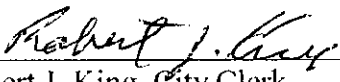

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)ss.
CITY OF MONTEBELLO)

I, ROBERT J KING, City Clerk of the City of Montebello, do hereby certify that the foregoing Resolution No.11-89 as duly regularly approved and adopted by the Montebello City Council at special meeting held on the 12th day of October 2011, as approved by law by the following vote:

AYES	Members: Molinari, Gomez, Perez, Barajas
NOES	Members: Cortez
ABSTAIN	Members: None
ABSENT	Members: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City on the 12th of October, 2011



Robert J King, City Clerk

RESOLUTION NO. 19-124

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO,
CALIFORNIA CANCELING ON AN ANNUAL BASIS CITY COUNCIL MEETINGS ON
THE FIRST WEEK OF JULY AND THE SECOND MEETINGS OF NOVEMBER AND
DECEMBER**

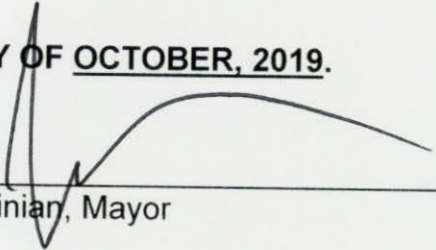
WHEREAS, the City Council wishes to honor future summer vacations and holiday schedules, cancel certain City Council meetings to avoid conflicts, and place the public on notice of the cancellation of such meetings.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. The City of Montebello's regularly scheduled City Council meetings on the first week of July and the second weeks of November and December for each calendar year are hereby canceled effective from the date of this resolution and ongoing until this resolution is rescinded, amended or modified.

SECTION 2. That the City Clerk shall certify to the adoption of this Resolution by the City Council, and it shall thereupon be in full force and effect upon its execution.

PASSED, APPROVED AND ADOPTED THIS 23rd DAY OF OCTOBER, 2019.



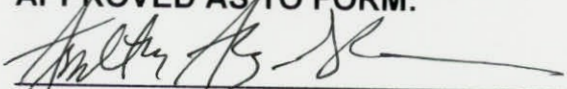
Jack Hadjinian, Mayor

ATTEST:



Irma Barajas, City Clerk

APPROVED AS TO FORM:



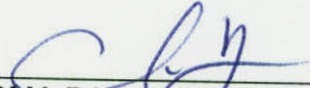
Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF MONTEBELLO)

I, Irma Barajas, City Clerk of the City of Montebello, do hereby certify that the foregoing City Council Resolution No. 19-124 was duly and regularly approved and adopted by the City Council of the City of Montebello at their meeting held on the 23rd day of October, 2019, as approved by law by the following vote:

AYES: **JIMENEZ, TORRES, MELENDEZ, COBOS-CAWTHORNE, HADJINIAN**
NOES: **NONE**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City on the 23 day of October, 2019.



IRMA BARAJAS, City Clerk



ORDINANCE NO. 2443

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AMENDING AND RESTATING RULES OF ORDER FOR THE CONDUCT OF ALL CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS, PROCEEDINGS, BUSINESS, AND RESCINDING RESOLUTION NO. 89-70, 06-22, 11-89, AND 19-124

RECITALS

WHEREAS, the City Council has, by prior Resolutions, the last of which was Resolution No. 89-70, 06-22, and 11-89, adopted rules for the conduct of its City Council ("Council") and Successor Agency ("Agency") meetings.; and

WHEREAS, the City Council has, by prior Resolutions, the last of which was Resolution No. 19-124, canceled on an annual basis City Council meetings on the First week of July and the second meetings of November and December to honor future summer vacations and holiday schedules; and

WHEREAS, from time-to-time there is a need to update and restate such rules, whether as a result of subsequent policy decisions and to ensure the orderly conduct of City business; and

WHEREAS, so that there is consistency across the conduct of all City-related business, certain such rules should apply city-wide to the Council/Agency.

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

SECTION 1. The City Council of the City of Montebello does hereby rescind Resolution No.'s 89-70, 06-22, and 11-89 and establish the following rules for the conduct of its meetings, proceedings, and business.

SECTION 2. The City Council of the City of Montebello does hereby rescind Resolution No.19-124, and establishes the following rules for Dark Meetings as stated in Section 4.D "City Council/Agency Meetings".

SECTION 3. Meetings Open to the Public.

The Council and Agency are subject to the Brown Act Open Meetings Law. (Government Code 54950 et seq). All meetings of the Council and Agency are open to the public, except for closed sessions which are authorized to be held in accordance with the applicable provisions of the Brown Act.

SECTION 4. City Council/Agency Meetings and Agenda Materials.

A. Regular Meetings. Regular meetings of the City Council and Agency shall be held at the City Hall Council Chambers at 1600 West Beverly Boulevard, Montebello, California, except as otherwise provided from time-to-time and authorized by the Brown Act. The regular meetings of the City Council and Agency shall be held on the second and fourth Wednesdays of each month. Regular meeting agendas shall be posted on the City's website and at City Hall no later than 72 hours prior to the meeting. The City Council Closed Session will start at 5:00 p.m. The Agency Chairperson may recess the Agency meeting to take up City Council closed session items. The regular City Council/Successor Agency meeting will start immediately following the discussion of Closed Session items. Closed Session shall not exceed 1.5 hours. Whenever the day for holding any of the meetings falls on a holiday, the meeting shall be held on the next business day unless otherwise ordered by the City Council/Agency at a prior meeting.

B. Special Meetings. Special meetings are "Special" because the presiding officer or majority of the legislative body can call them on a minimum of 24 hours' notice, as authorized by the Brown Act. Special meetings need not be held at City Hall, as long as the alternate location is within the City. Special meeting agendas shall be posted on the City's website and at the meeting location, if located away from City Hall in a place to which the public has unrestricted access and where the notice and agenda are not likely to be removed or obscured by other posted materials. The Council/Agency makes every effort to provide notice well in advance of 24 hours, especially when the special meeting is for the purpose of conducting a Study Session.

1. Study Sessions are meetings during which the Council/Agency receives information about Council/Agency business in an informal setting. The informal study session setting is intended to encourage in-depth discussion and detailed questioning and brainstorming by Council/Agency on issues of significant interest, including but not limited to City/Agency policy matters, budget and financial matters zoning applications, major public works projects and other related topics. The Council/Agency may discuss the material freely without following formal rules of parliamentary procedure. Staff may be directed to bring matters back for future Council/Agency consideration as no action can be taken at a study session. The Decorum rules still apply to the behavior of the Council/Agency and public.

C. Broadcasting of Meetings. All regular Council/Agency meetings shall be live streamed on the City's website and broadcasted on the City's Government Access Channel (Channel 3) and will be video-recorded, unless the City/Agency is unable to do so due to unforeseen technical circumstances or circumstances beyond the City's/Agency's control.

D. Dark Meetings. The City Council/Agency regular meetings shall go dark four (4) times throughout the year. The regular meetings that will not be held are the first and second meetings of July, and the second meetings of November and December.

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E. Agenda Materials. The City Clerk office shall post the agenda materials and supplemental agenda materials on the City's agenda website. The agenda packets are available for public inspection at the City's website. The agenda cover sheets may also be emailed upon written request.

SECTION 5. Order of Business.

The business of the City Council and Agency at regularly scheduled meetings shall be disposed of in the following order:

City Council & Successor Agency - 5:00 p.m. Closed Session

Call to Order

Roll Call

Announcement of Closed Session Items

Public Comments

Closed Session

City Council & Successor Agency – Regular Session starts no later than 6:00 p.m. following Closed Session

Closed Session Report (If there is no Closed Session, the meeting will start no later than 6:00 p.m.)

Invocation

Pledge of Allegiance

Corrections to the Agenda

Ceremonial Items/Presentations

Public Comments on Non-Agenda and Agenda Items (Limited to 30 minutes and each speaker will have 3 minutes total for all items requested to speak on by each speaker. All other comments which exceed the 30 minutes will be entered into the record and distributed to the City Council.)

Staff Communications on Items of Community Interest

Public Hearing

Old Business

Regular Business

Consent Calendar (Routine Matters)

AB 1234 Travel Reports

Council/Agency Orals

Adjournment

SECTION 6. General Requirements.

A. Attendance. Council/Agency Members, the City Clerk, City Attorney, and City Manager, along with any other city officers and department heads that have been requested to be present, shall take their regular stations in the Council chamber prior to the start of any meeting, except during recognized absences. The Council/Agency expects its members to attend regularly and notify the City Clerk, Deputy City Clerk, Assistant City Manager, or City Manager of any planned absences at least two (2) hours prior to the start of any meeting. Notification shall be made via formal written and/or email notice, or confirmed verbally.

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B. Quorum. Three (3) members of the Council/Agency shall constitute a quorum and shall be sufficient to transact business. If less than three Council/Agency members appear at a regular meeting, the Mayor/Chairperson, Mayor Pro Tem/Vice Chairperson in the absence of the Mayor/Chairperson, any Council/Agency member in the absence of the Mayor/Chairperson and Mayor Pro Tem/Vice Chairperson, or in the absence of all Council/Agency members, the City Clerk or Deputy City Clerk, shall adjourn the meeting to a stated day and hour.

Business of the Council/Agency may be conducted with a minimum of three members being present; however, pursuant to the California Government Code, matters requiring the expenditure of City funds and all Resolutions and non-urgency Ordinances must receive three (3) affirmative votes for approval (see Section 6.H. "Voting Procedures").

C. Teleconference Attendance of Council/Agency Members at Meetings. The Council/Agency complies with the specific requirements relating to teleconferencing provisions per the Brown Act and shall apply to Council/Agency members. "Teleconference" is defined as a "meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both". Requests by Council/Agency members to attend a meeting via telephonic appearance are actively discouraged. In addition, at least a quorum of the Council/Agency must participate from a location within the City (Government Code Section 54953(b)(3)).

If these two threshold requirements are met, the Council/Agency member who will be appearing telephonically must ensure that:

1. The meeting agenda identifies the teleconference location and is posted at that location in an area that is accessible and visible 24 hours a day for at least 72 hours prior to the meeting.
2. The teleconference location is open and fully accessible to the public, and fully accessible under the Americans with Disabilities Act, throughout the entire meeting. These requirements apply to private residences, hotel rooms, and similar facilities, all of which must remain fully open and accessible throughout the meeting, without requiring identification or registration.
3. The teleconference technology used is open and fully accessible to all members of the public to participate, including those with disabilities.
4. Members of the public who attend the meeting at the teleconference location have the same opportunity to address the Council/Agency from the remote location that they would if they were present in Council Chambers.
5. The teleconference location must not require an admission fee or any payment for attendance.

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6. All votes must be by roll call.
7. If the meeting will include a closed session, the Council/Agency member must also ensure that there is a private location available for that portion of the meeting.

D. Approved Teleconference Guidelines for Council/Agency Members Include:

1. Three days written notice in advance of the publication of the agenda must be given by the Council/Agency member to the City Clerk's office; the notice must include the address at which the teleconferenced meeting will occur, the address the Council/Agency packet should be mailed to, who is to initiate the phone call to establish the teleconference connection, and the phone number of the teleconference location. If cellular telephones are used to participate in teleconferenced meetings, Council/Agency members need to ensure the speaker phone option is functioning.
2. The Council/Agency member is responsible for posting the Council/Agency agenda in the remote location, or having the agenda posted by somebody at the location and confirming that posting has occurred. The City Clerk will assist, if necessary, by emailing, faxing or mailing the agenda to whatever address or fax number the Council/Agency member requests; however, it is the Council/Agency member's responsibility to ensure that the agenda arrives and is posted. If the Council/Agency member will need the assistance of the City Clerk in delivery of the agenda, the fax number or address must be included in the five-day advance written notice above.
3. The Council/Agency member must ensure that the location will be publicly accessible while the meeting is in progress.
4. The Council/Agency member must state at the beginning of the meeting that the posting requirement was met at the location and that the location is publicly accessible and must describe the location.

E. Closed Sessions. Closed sessions are the only type of agenda item that the public cannot observe, however, public comment is permitted prior to the City Council recessing into closed session. State law allows closed sessions to discuss pending litigation, employment matters, real estate negotiations, and certain other matters as authorized by the Brown Act. To the greatest extent possible, the City Attorney and City Clerk shall use standardized agenda descriptions that are consistent with Government Code Section 54954.5. Closed sessions will be scheduled at the beginning of Council/Agency meetings to the extent possible and appropriate.

1. State law requires the Council/Agency to make a public report after a closed session when certain kinds of actions are taken.

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2. The City Manager and City Attorney, and/or their designees, shall attend closed sessions unless it is necessary to excuse them. Only such additional staff shall attend as are necessary and then only if the legal privileges of confidentiality obtained in an executive session are not waived.
3. No minutes of closed sessions shall be kept. The City Attorney shall record the information necessary to comply with state law.
4. No person in attendance at a closed session may disclose the substance or effect (e.g., statements, discussions, etc.) of any matter discussed during the session; all matters are strictly confidential.
5. No person in attendance at a closed session may disclose or share any documents/materials used during the session, printed or digital materials. Documents/materials may include, but are not limited to: reports; memos/letters; any information related to employee matters or litigations.
6. Council/Agency may be asked to return all written materials distributed during closed session.
7. Any breach of releasing confidential information by any Council/Agency member may result in revoking or suspending the member's right to receive further confidential information or other remedies as authorized by law.

F. Ceremonial Items/Presentation: Items presented during this item are limited to: community and Council/Agency presentations, proclamations, certificates of recognition, awards, and guest introductions. "Ceremonial Items/Presentations" shall be limited to 20 minutes. All presentations and exhibits are encouraged to be submitted in advance.

Nationally Recognized Health and Heritage months will also be acknowledged during this item. The list of approved nationally recognized health and heritage months are hereby attached as "Exhibit A".

Proclamations are issued for matters of local, regional, or national concern and are generally issued to organizations or events residing in, or occurring within the greater Montebello City area. Proclamations are ceremonial and do not carry any legislative or legal value. The Mayor/Chairperson, without formal action of the Council/Agency, may issue proclamations (requests must be made on an annual basis). A Proclamation/Certificate Form, attached as "Exhibit B", must be completed and submitted to the City Clerk's office by the Mayor/Chairperson for all Proclamation requests at least two weeks in advance. This allows the Public Affairs office to process based on eligibility requirements. Proclamations must also be formally accepted by a recipient of the non-profit organization. The primary reasons for issuance include:

1. Recognition of an organization's event or special action.

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2. Recognition of a national or state non-profit event that coincides with a local event.
3. Significant historical commemorations.
4. Recognition of extraordinary achievement for which formal language is provided.

Proclamations will not be issued for:

1. Events or organization with no direct relationship to the City of Montebello.
2. Campaigns or events contrary to city policies.
3. The request is for commercial/for-profit purposes.
4. The request conflicts with federally recognized months, weeks or days of observance.

Certificate of Recognition (COR) are issued to recognize special events, significant achievements, organizations, businesses, or individuals residing and/or located within the Montebello City area. The Mayor/Chairperson, Council/Agency members, City Staff, may issue Certificates of Recognition. A Proclamation/Certificate Request Form, attached as "Exhibit B", must be completed and submitted to the City Clerk's office by the Mayor/Chairperson or Council/Agency member for all COR requests at least two weeks in advance. The primary reasons for issuance include:

1. Retirement – the person must have been employed with their current employer for 25 years or more.
2. Birthday – the person must be at least 80 years of age.
3. Wedding, church, or pastoral anniversary – 25 years or more.
4. Significant education/life achievement.
5. Exemplary service or significant contributions by an organization, business, or individual to the City.
6. New business openings only at the request of the City of Montebello Chamber's Office.
7. Approved Nationally Recognized Health & Heritage months.

Additional Details:

1. City Clerk staff shall distribute proclamations/certificates of recognition in between each presentation, at the end of the presentations, or can be picked up the next business day.
2. The Council/Agency will be available for pictures.

G. Preparation of Minutes. City Clerk staff shall prepare "Action Minutes" of all public meetings of the City Council/Successor Agency. Action Minutes include very little narrative, if any, only motions and votes shown in the record. Staff shall prepare Summary Minutes for Public Hearing items.

H. Voting Procedures. On the consideration of every motion, the vote shall be taken by consensus vote ("all those in favor signify by saying 'aye' those opposed say

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'no', any abstentions.) or roll call or electronic device and entered in full upon the record. A simple majority vote of those in attendance, unless a full majority of the entire body is otherwise required by law (i.e. ordinances or resolutions), is needed to pass a motion as per Rosenberg's Rules (e.g., in a five-member body, if the vote is three in favor and two opposed, the motion passes). As per Rosenberg's Rules or as required by law, a super majority (two-thirds majority) vote is needed when applicable.

Every non-urgency Ordinance and any Resolution or order for franchises or payments of money shall require three (3) affirmative votes. An urgency Ordinance and certain resolutions shall require four (4) affirmative votes (e.g., adding matters to the agenda, Resolution of Necessity). A roll call vote shall be used in these cases with the Mayor/Chairperson called last.

Unless a Council/Agency member audibly votes in the affirmative, disqualifies himself or herself, or expressly declines to vote, his or her silence or any abstention shall be recorded as a vote in concurrence with the majority vote of those voting on the matter before the Council/Agency.

Council/Agency members may change their votes before the next item on the agenda is called or before adjournment of the meeting in which the vote is cast. It is the responsibility of every Council/Agency member to vote unless disqualified for cause accepted by the Council/Agency or by opinion of the City Attorney. No Council/Agency member can be compelled to vote.

Council/Agency members should only abstain if they are not sufficiently informed about an item, e.g. when there was a prior hearing and they were unable to view the prior meeting before the current meeting.

A Council/Agency Member who disqualifies him or herself pursuant to the Political Reform Act of 1974 because of any financial interest and/or conflict of interest shall disclose the nature of the conflict and may not participate in the discussion or the vote. A Council/Agency Member may otherwise disqualify him or herself due to personal bias or the appearance of impropriety. A Council/Agency member who is disqualified by reason of a conflict of interest in any matter shall not remain in his or her seat during the debate and vote on such matter, but shall request and be given the permission of the Presiding Officer to step down from the dais. A Council/Agency member stating such disqualification shall not be counted as part of a quorum and shall be considered absent for the purpose of determining the outcome of any vote on such matter.

In the event of a tie, the motion always fails since an affirmative vote is required to pass any motion (e.g., in a five-member body, if the vote is two in favor and two opposed, with one member absent, the motion is defeated). Before a motion is made on the next item on the agenda, any member of the Council/Agency may make a motion to continue the matter to another date. Any continuance hereunder shall suspend the running or calculation of any time in which action of the Council/Agency is required by law. Nothing herein shall be construed to prevent any Council/Agency member from agendaizing a matter that resulted in a tie vote for a subsequent meeting.

I. One-Hour Rule. Respect the “One Hour” Rule for Staff Work. Requests for staff support should be made to the City Manager, according to the protocol for channeling communications. Any request, which would require more than one hour of staff time to research a problem or prepare a response and/or will cost \$1,000 or more, will need to be approved in advance by the full Council/Agency to ensure that staff resources are allocated in accordance with overall Council/Agency priorities. Once notified that a request for information or staff support would require more than one hour and/or will cost \$1,000 or more, the Council/Agency member may request that the City Manager place the request on an upcoming Council/Agency agenda.

J. Confidentiality. No Council/Agency member or public employee shall, except as required in the performance of his duties, or in the course of any conduct reasonably believed to be in the performance of his duties, disclose confidential information gained by reason of his official position, nor shall he otherwise use the information for his personal interest. Confidential information shall include any information/materials declared as confidential by City Attorney and/or City Staff.

K. Use of Electronic Communication Devices on the Dais. The Council’s use of *personal* electronic communication devices, including but not limited to cell phones, smartphones, computers/laptops, and tablets are prohibited during a City Council meeting. The use of these devices may lead to the public’s perception that a Councilmember is not paying attention to the subject matter at hand, or that a Councilmember is receiving information relative to the subject matter at hand that other Councilmembers and members of the public are not receiving, either one of which is inimical to good government and transparency. Therefore, the Council’s use of electronic communication devices (including cell phones), other than for the purpose of accessing agenda materials that are on a Councilmember’s City I-pad or lap top computer, is prohibited during Council meetings.

SECTION 7. Public Comments.

Every City Council and Agency Agenda shall contain Public Comments on Non-Agenda Items and Agenda Items in substantially the following form:

A. Non-Agenda Items. Public comment for matters *not* on the agenda (non-agenda items) shall be limited to matters within the subject matter jurisdiction of the body (at regular meetings only). Anyone wishing to address the City Council/Successor Agency on an item *not* listed on the Agenda may do so during the “Public Comments on Non-Agenda Items and Agenda Items” period.

B. Agenda Items. Public comment on matters *on* the agenda will be allowed only for items of business to be discussed by the body. Those wishing to address the City Council/ Agency on an item listed on the agenda may do so during the “Public Comments on Non-Agenda Items and Agenda Items” period. A Consent Calendar item may be pulled by the Mayor/Chairperson or Council/Agency member.

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C. Speaker Cards. Members of the public that are interested in making public comments on both Non-Agenda and Agenda Items, must complete a Speaker Card and submit it to City Clerk staff prior to the beginning of the meeting of 5:00 p.m. for live meetings, or in accordance with Assembly Bill 361 for video/audio meetings. Upon receipt of the card, the City Clerk shall deliver it to the presiding officer. The public will be called upon during the Council/Agency meeting – Closed Session begins at 5:00 p.m. and Regular Session begins no later than 6:00 p.m., following Closed Session. If there is no Closed Session, the meeting will start at 5:00 p.m. Members of the public must be present until the item for consideration is heard. Any requests to provide public comment which are submitted after the deadlines indicated above will not be addressed at the Council/Agency meeting, with the exception of non-agenda item comments which will be held over to the next regularly scheduled meeting.

D. Written Comments. Members of the public that are interested in submitting written comments may do so via electronic mail at: ccpubliccomment@cityofmontebello.com. Written comments will be provided to members of the City Council and will be entered into the record of the proceedings to the extent they relate to matters listed on the posted agenda or otherwise address matters/issues within the subject matter jurisdiction of the City Council. Persons submitting written comments are encouraged to identify the specific item(s) on the agenda their comment(s) relate to or whether they relate to non-agendized matters. Written comments may not be read aloud and will be included as part of the meeting minutes, or in accordance with Assembly Bill 361 for video/audio meetings.

E. Time Limits. “Public Comments” is limited to 30-minutes. State Law prohibits the Council/Agency from taking action or entertaining extended discussion on a topic not listed on the agenda. In order to conduct a timely meeting, the maximum time allotted for members of the public to speak on both Non-Agenda and Agenda Items shall not exceed three (3) minutes per person. The Mayor/Chairperson, in his/her discretion, and/or in consultation with the body, may reduce, limit or extend time for public comment as he/she may find reasonable under the circumstances. Speakers may not cede their time to other speakers.

SECTION 8. Procedure for the Conduct of City Council/Agency Meetings.

A. Role of Mayor/Chairperson. The Mayor/Chairperson shall be the Presiding Officer at all meetings of the Council/Agency, and be responsible for maintaining the order and decorum of meetings. It shall be the duty and responsibility of the Mayor/Chairperson to ensure that the rules of operation and decorum contained herein are observed. The Mayor/Chairperson shall maintain control of communication between Council/Agency members and among staff and public.

B. Communication with Council/Agency Members. Council/Agency members shall request the floor from the Mayor/Chairperson before speaking. When one member of the Council/Agency has the floor and is speaking, other Council/Agency members shall not interrupt or otherwise disturb the speaker.

C. Communication with Members of the Public Addressing the Council/Agency. The Mayor/Chairperson shall open the floor for public comment/inquiries as appropriate. Council/Agency members may question a person addressing the Council/Agency at the conclusion of the person's comments or upon expiration of the person's time to speak. However, the Council/Agency should not engage in discussion or take action in connection with such comments. Once the speaker is seated, the presiding officer may refer an issue or public inquiry to the City Manager or staff for a brief response, further review and/ or further action, if appropriate. Alternatively, the Council/Agency may request the issue be agendaized for discussion at a future Council/Agency meeting.

D. Members of the Audience. No member of the audience shall willfully interrupt the orderly conduct at the meeting. All comments from the audience during Public Comments must be addressed to Mayor/Chairperson. The presiding officer shall direct the removal of any individual whose willful interruption or who fails to adhere to the Council meeting rules and who renders infeasible the orderly conduct of the meeting. In the event the removal of the individual or individuals willfully interrupting the meeting does not restore order, the president officer may order the meeting room cleared and continue in session. Media representatives shall be allowed to remain at the meeting except those representatives of whose willful conduct interrupted the meeting.

E. Rules of Procedure. In all matters not otherwise provided for herein the proceedings for the body shall be governed under "Rosenberg's Rules of Order", the most current edition.

SECTION 9. Procedure for Addressing the City Council/Agency.

A. Specific Speaker Requirements. When a speaker is called, the speaker shall promptly approach the audience microphone and give his/her name in an audible tone of voice for the records. Failure to approach the audience microphone when called may preclude an opportunity to speak during that subject public comment period. A member of the public shall only address the body from the audience microphone, unless authorized by the Mayor/Chairperson to speak from another location. Members of the public shall direct all comments to the Mayor/Chairperson, and not to staff, individual members of the body, or the public. No questions shall be asked a Council or Agency or staff member except through the presiding officer. Speakers will be permitted to complete their comments without interruption and no speaker may yield their allotted time to other speakers. No person shall be permitted to interrupt members of the body, staff presentations; or members of the public who are at the microphone during a meeting. Courtesy must be shown to others at all times.

The public does not need to be given an opportunity to speak on an item that has already been considered by a legislative body at a public meeting, if all interested members of the public had the opportunity to speak on the item before or during its consideration, and if the item has not been substantially changed.

There shall be only one (1) opportunity for each individual for public comment on the entire consent calendar. There shall be only one (1) opportunity for each individual for

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public comment on multiple items of business on the agenda. There shall be only one (1) opportunity for public comment on items that are taken up for consideration together. This excludes Public Hearings.

Any person making personal, impertinent or slanderous remarks about members of the body, staff, or the public, or who shall become boisterous or threatening or personally abusive of the body, staff or members of the public shall be asked by the Mayor/Chairperson to cease and desist such activity, and may be requested or required to leave the meeting in the event the behavior continues to disrupt the meeting proceedings (see Section 11. "Standards of Decorum").

B. Spokesperson for a Group. In order to expedite Council/Agency business and to avoid repetitious presentations, whenever an organization or group of persons wishes to address the Council or Agency on the same subject matter, it shall be proper for the presiding officer to inquire whether the organization or group has a spokesperson. If so, spokespersons are subject to the same limits as other speakers.

C. Technology. Use of technology in the meeting room (such as Power Points and overhead displays) is restricted to staff, City consultants, applicants for a quasi-judicial approval, and appellant's quasi-judicial approval.

D. Recording. Any person may record a meeting unless the body finds that the recording cannot continue without noise, illumination, or obstruction of view that constitutes, or would constitute, a persistent disruption of the proceedings.

E. Public Hearings. Speakers wishing to address the Council/Agency on public hearing items shall not be required to fill-out a speaker card in order to be called on to speak. Speakers addressing the Council/Agency on a public hearing item shall be heard after the public hearing is opened by the presiding officer, following the Staff report presentation.

1. Call for Ex Parte Contacts. The presiding officer shall inquire whether any member of the Council/Agency has had ex parte contacts with regard to the proceeding at the commencement of any quasi-judicial land use proceeding. Any member of the Council/Agency announcing an ex parte contact shall state for the record the nature and content of the contact. If such contact impairs the member's impartiality, the member shall state this fact and abstain from participation in the matter.
2. Call for Abstentions. The presiding officer shall inquire whether any member of the Council/Agency must abstain from participating in the hearing due to a conflict of interest. Any member of the Council/Agency announcing a conflict of interest shall state the nature of the conflict, and shall not participate in the proceeding, unless the person's vote is necessary to meet a requirement of a minimum number of votes necessary to take official

action; provided, however, that the member shall not participate in any discussion or debate on the issue of which the conflict arises.

3. Time Limits. Speakers at hearings on legislative or administrative matters, other than legislative land use matters, will be limited to three (3) minutes. Speakers at a hearing on a quasi-judicial matter, other than a quasi-judicial land use matter, shall be subject to the following time limits:
 - a. Staff Presentation (15 minutes maximum)
 - b. Applicant or affected party (7 minutes maximum)
 - c. Those in support of Appellant's position (3 minutes per person, not to exceed 30 minutes)
 - d. Those in opposition to Appellant's position or other interested persons (3 minutes per person, not to exceed 30 minutes)
 - e. Questions of Council/Agency members (No time limit)
 - f. Rebuttal by applicant or affected party. The scope of rebuttal is limited to matters which were introduced during the hearing (5 minutes maximum)
 - g. The presiding officer may extend the maximum time allotted to any speaker with the concurrence of a majority of the Council/Agency. Extensions of time shall be granted in one (1) minute increments.
4. Limitations. The presiding officer may exclude or limit cumulative, repetitious, or immaterial matter. The presiding officer may order the testimony, alternating those speaking in favor and those in opposition, or have all speaking in favor testify, followed by all those in opposition. The presiding officer, with the approval of the Council/Agency, may further limit the time and/or number of speakers at any public hearing; provided that the presiding officer shall announce any such restrictions prior to the commencement of the testimony.
5. Deliberations. At the end of public testimony and questions, the Council/Agency shall initiate deliberations by introducing a motion on the matter; continue the hearing; or keep the record open for additional written testimony. During deliberations, each member of the Council/Agency shall have the opportunity to comment on or discuss testimony given during the public hearing.
6. Public Documents. Documents submitted to the City as evidence or written testimony during a public hearing are public records. If such a document contains the name, address, including email address, and telephone number of the person, then it will be included in the record of the proceeding. Because the name, address, including email address, and telephone number are part of a public record, this information will be generally

disseminated to the public, and must be disclosed if a public records request is submitted for the documents.

SECTION 10. Council/Agency Orals and Action Items.

A. The purpose of Council/Agency Orals is to allow Council/Agency to make general comments as a reference to staff on factual matters of community concern; and provide updates or make brief announcements in a manner consistent with Government Code Section 54952.2.

B. All City Council/Agency requests for oral communications to be placed on an agenda shall be expressed in complete sentences and shall provide sufficient information to be in compliance with the Brown Act. All oral communications shall provide a brief, general description of each item of business to be transacted or discussed at the meeting and need not exceed 20 words.

C. Each Council/Agency Orals will generally be limited to a total of 10 minutes in length.

D. Commission/Committee appointment recommendations shall also be made during Council/Agency Orals. Considering background check approval, all appointments will be made at a future meeting as a Consent Calendar action item.

E. No action may be taken on Council/Agency Oral items without being placed on a subsequent agenda. Any requests to be considered and/or major policy issues to be approved must have a Simple Majority roll call vote of the Council/Agency. To the extent possible, Council/Agency will confer with staff before raising matters under this agenda item. Any request for a Council action item shall be referred back to staff to address program concepts, staffing needs, fiscal impact and implementation timelines. The City Manager shall identify a reasonable timeline to have the item return to the City Council for full consideration.

F. Requests for Council/Agency action items shall be introduced and explained by the Council/Agency member that placed the item on the Agenda. Council/Agency members should endeavor to complete their presentations in three (3) minutes or less. Council/Agency members may request additional time to complete their presentations from the presiding officer. Such requests for additional time shall not be unreasonably denied. After the introduction and presentation of the item, each Council/Agency member shall be provided an opportunity to ask questions and comment on the request.

G. An item may be placed on a future agenda of the City Council/Agency by any of the following methods:

1. By the Mayor/Chairperson, City Manager, City Attorney, or City Clerk.

ORDINANCE NO. 2443

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2. By a Simple Majority roll call vote of the Council/Agency (see Section 6.H. "Voting Procedures")

All agenda items shall be placed on the agenda, and all agendas shall be prepared pursuant to the requirement of the Ralph M. Brown Act (California Government Code Section 54950 et seq.).

SECTION 11. Standards of Decorum.

A. The Mayor/Chairperson shall be the presiding officer at Council/Agency meetings. The Chairperson shall be the presiding officer at Agency meetings. In the absence of the Mayor/Chairperson, the Mayor Pro Tem/Vice Chairperson shall be presiding officer.

B. The presiding officer shall have the right to terminate any oral communication where such is not within the subject matter jurisdiction of the Council/Agency or is redundant or repetitious. Debates between Council/Agency members and the public should be discouraged.

C. Speakers shall not engage in willful conduct which interrupts the meeting or interferes with the orderly conduct of the meeting. Any person who becomes boisterous while addressing the Council/Agency or who otherwise disrupts the orderly conduct of the Council's/Agency's business shall be subject to removal from the Chambers after being admonished by the presiding officer.

D. Signs, placards, banners, horns, noise-making devices, or other similar items shall not be permitted in the audience during a Public Meeting if the presence of such item disturbs, disrupts or otherwise impedes the orderly conduct of the meeting. All persons attending a public meeting shall remain seated in the seats provided, unless addressing the body at the podium or entering or leaving the meeting. No member of the audience shall willfully interrupt the orderly conduct at the meeting. The presiding officer shall direct the removal of any individual whose willful interruption renders infeasible the orderly conduct of the meeting. In the event the removal of the individual or individuals willfully interrupting the meeting does not restore order, the presiding officer may order the meeting room cleared and continue in session.

E. The Chief of Police, or such other member or members of the police department or police reserve as may be designated, shall be sergeant-at-arms of the Council/Agency meetings. The sergeant-at-arms shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at Council/Agency meetings. Upon instructions of the presiding officer, it shall be the duty of the sergeant-at-arms to remove and/or place any person who violates the order and decorum of the meeting under arrest, if necessary.

SECTION 12. Council/Agency Meeting Length.

A. It is the intent of the Council/Agency that no item will be introduced or addressed on a Council/Agency agenda after the hour of 11:00 p.m. Furthermore, it is the

Council's/Agency's intent that if the item introduced and being discussed by 11:00 p.m. is not concluded by 12:00 a.m., the Council/Agency should adjourn the meeting to another date. The intent and purpose of this policy is to encourage a reasonable hour in which the Council/Agency business is discussed and to protect against fatigue in discussing and deciding important City issues.

SECTION 13. Council/Agency and City Staff Conduct.

Governance of a City relies on the cooperative efforts of elected officials, who set policy, and City Staff, which analyze problems and issues, make recommendations, and implement and administer the Council's/Agency's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

A. It is important for the Staff to demonstrate respect for the Council/Agency, and vice versa, at all times. All Council/Agency members should be treated equally.

B. Council/Agency and Staff should treat one another as professionals. Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Practice civility and decorum in all interactions with Council/Agency and City staff.

C. Never publicly criticize an individual employee, including Council/Agency appointed officers. All critical comments about staff performance should only be made to the City Manager through private correspondence or conversation.

D. Council/Agency members shall deal with the administrative service solely through the City Manager, and neither the Council/Agency nor any member thereof shall give orders to any of the subordinates of the City Manager, either publicly or privately. Council/Agency members shall recognize and follow the appropriate chain of command for the entire City organization and each City Department.

E. Request for information by any Council/Agency member shall be provided to all members of the Council/Agency.

SECTION 14. Effective Date. This Ordinance shall become effective thirty (30) days after approval by the Council.

SECTION 15. Publication. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted according to law.

APPROVED AND ADOPTED this 13th day of October 2021.

Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

I HEREBY CERTIFY that the foregoing Ordinance was introduced at the regular meeting of the City Council on the 13th day of October 2021 and was adopted by the City Council of the City of Montebello at its meeting held on the 27th day of October 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Christopher Jimenez, City Clerk

Exhibits:

- Exhibit A – Nationally Recognized Health and Heritage Months
- Exhibit B – Proclamation/Certificate Request Form

EXHIBIT A

NATIONALLY RECOGNIZED HEALTH AND HERITAGE MONTHS

March is:

- COVID-19 Memorial Month

April Is:

- National Child Abuse Prevention
- National Volunteer Month (Ties into City programming)
- Autism Awareness Month
- Armenian History Month

May Is:

- Asian Pacific Heritage Month
- National Pet Month
- Mental Health Month
- Motorcycle Safety Awareness Month

June Is:

- Lesbian/Gay/Bisexual/Transgender/Queer (LGBTQ) Pride Month
- Juneteenth – Freedom Day
- Post-Traumatic Stress Disorder (PTSD) Awareness Month
- National Scleroderma Awareness Month

July Is:

- July is Parks and Recreation Month
- Juvenile Arthritis Awareness Month

August Is:

- National Wellness Month

September Is:

- National Hispanic Heritage Month (Sept 15- Oct 15)
- National Preparedness Month

October Is:

- Breast Cancer Awareness Month
- Bullying Prevention Month
- Domestic Violence Awareness Month
- Down Syndrome Awareness Month

November Is:

- November – Events to raise awareness for men's health issues (like prostate cancer and depression)
- Alzheimer Disease Awareness Month

December Is:

- Human Rights Month



City of Montebello Proclamation/ Certificate Request Form

Proclamations/ Certificates are provided by the Mayor and City Council with the goal of honoring and celebrating events of increasing awareness of noteworthy issues among citizens across Montebello. These public service documents are strictly honorary and are not legally binding. Proclamation/ Certificate requests are reviewed on a case-by-case basis. The City reserves the right to decline any request as well as the right to make exceptions to the guidelines. To submit an application for a proclamation, please review the guidelines below and submit a completed Proclamation/ Certificate Request Form to the City Clerk's Office at least two (2) weeks in advance.

Proclamations

- Recognition of an organization's event or special action.
- Recognition of a national or state non-profit event that coincides with a local event.
- Significant historical commemorations.
- Recognition of extraordinary achievement for which formal language is provided.

Proclamations will not be issued for:

- Proclamations are not automatically renewed. Requests must be made on an annual basis.
- Proclamations for campaigns or events contrary to City policies will not be issued.
- Events or organization with no direct relationship to the City of Montebello.
- The request is for commercial/for-profit purposes.
- The request conflicts with federally recognized months, weeks or days of observance.

Certificates of Recognition

- Retirement – the person must have been employed with their current employer 25 years or more.
- Birthday – the person must be at least 80 years of age.
- Wedding, church, or pastoral anniversary – 25 years or more.
- Significant education/ life achievements.
- Exemplary service or significant contributions by an organization, business, or individuals to the City.
- New business openings only at the request of the City of Montebello Chamber's Office.
- Approved Nationally Recognized Health & Heritage months.

Examples:

Recognition Type	Proclamation	Certificate of Recognition
Athletic/ Academic Accomplishments <i>(Must be Montebello Resident)</i>		X
Acts of Heroism <i>(Must be Montebello Resident)</i>		X
In Memory of an Individual		X
Regional Events <i>(Local, State, or National)</i>	X	
Guests from Other <i>(Countries or States)</i>		X
Recognition of Corporate Support <i>(Local)</i>		X
Extrodinary or significant contribution to City by individual or group	X	
Recognition of Anniversaries of Business and Churches		X
National Health and Heritage Months		X



City of Montebello Proclamation/ Certificate Request Form

CONTACT PERSON INFORMATION

Name of Contact Person _____
Street Address _____
City _____ State _____ Zip _____
Phone Number _____ Cell Phone _____
Email _____

PROCLAMATION/ CERTIFICATE INFORMATION

Which one are you requesting? ☐ Proclamation ☐ Certificate
Name of Individual Group
or Organization _____
Name or Title of Event _____
Proclamation Date _____ Choose One: ☐ Day ☐ Week ☐ Month
To be presented at the following event/ council meeting? _____
How will you get the Proclamation/ Certificate?
☐ Will pick up at City Clerk's Office. ☐ Please mail to above address.

What do you want your Proclamation/ Certificate to say? A proclamation must have enough information to make four points.



CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Michael Chee, Deputy Director of Public Affairs

SUBJECT: **Authorize Issuance of a Request for Proposal (RFP) for City-wide Graphics Refresh and Rebranding and Public Signage Improvements**

DATE: October 27, 2021

RECOMMENDATION (S):

It is recommended that the City Council authorize staff to release a Request for Proposals (RFP) to solicit qualified graphic design consultants to assist Montebello in refreshing and updating its entire graphics and branding footprint.

The City's official logo, brand, fonts and all affiliated external communication materials including street signage and wayfinding, entry ways, city markers, letterhead, business cards, official documents are all dated and inconsistent in their use and appearance. By engaging a consultant to conduct a full assessment of graphic needs and recommend an updated and appropriate graphics treatment for all assets, the City can more appropriately and professionally communicate its status and progress to the public and all key audiences.

FISCAL IMPACT

The Fiscal Year 2021-22 adopted budget contains funding (\$50,000) for a City-wide graphics update. This amount is anticipated to enable review and selection of a qualified graphics consultant along with initial design proposals that will eventually lead to the creation of a fully updated graphic standards manual for all City departments and operations to follow and practice.

Staff will return to City Council once a consultant is chosen through the RFP process to approve a professional services agreement.

Authorize a Request for Proposal (RFP) for Citywide Graphics Refresh and Rebranding and Public Signage Improvements

Page 2 of 2

BACKGROUND

The City of Montebello has not had a comprehensive review and update of its entire graphics catalog including logos, seals, City signage and way finding, boundary markers, business cards and letterhead, campus and building signage, digital assets, etc., for several decades. It is long past due for the City to assess, catalog, update and refresh its graphics brand and appeal to more accurately reflect its place in a 21st century environment, while expressing a modern look for the future.

Current graphics and fonts are dated and inconsistent in their use and application. Signage and wayfinding in and around City properties, streets and borders is also currently inconsistent and dated. The proposed graphics assessment and refresh is expected to include Montebello Bus Lines, Fire, Police and Recreation departments and their associated graphic standard needs. An updated and modern look and feel to Citywide graphics is important to visually communicate progress and positive momentum to all key external constituents including state and county legislators, residents, local businesses, elected officials, sister governments and cities, and the public at large.

DISCUSSION

None

SUMMARY

That the City Council authorize staff to issue a Request for Proposals (RFP) to secure a qualified consultant to complete a Citywide graphics update and creation of a graphics standard guideline for all City departments and operations.

ATTACHMENT (S):

None



CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: James Enriquez, P.E., Director of Public Works / City Engineer
Michael Solorza, Director of Finance

SUBJECT: Paving the Way – Phase 1 (CP 875) – Notice of Completion

DATE: October 27, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

- 1) Accept the Paving the Way – Phase 1 Project (CP 875) as completed by Sequel Contractors, Inc.; and
- 2) Approve the Final Construction Budget and Expenditures (Attachment A); and
- 3) Approve the final contract amount with Sequel Contractors, Inc. for the construction of the Project in the amount of \$2,091,368, including change orders; and
- 4) Authorize the City Clerk to execute, verify and file the Notice of Completion (Attachment B) with the Los Angeles County Registrar-Recorder; and
- 5) Authorize the City Manager to release the retention payment due to Sequel Contractors, Inc. following the mandatory waiting period from the date the Notice of Completion is recorded; and
- 6) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The City issued \$25 million in bonds in December 2019, with all bond proceeds utilized to pay for a citywide street repair and paving project (Paving the Way). Debt service related to issuance of the bonds is paid for utilizing local return funds (LRF) appropriations from Measure M, Measure R and Proposition C. This specific project was funded by

Paving the Way – Phase 1 (CP 875) – Notice of Completion

Page 2 of 3

using bond proceeds backed by Measure M and Measure R. The total project budget was \$2,500,000 (\$1,225,000, Measure M and \$1,275,000, Measure R). Total expenses were \$2,091,368, detail of the original contract amount and subsequent change orders can be found on Attachment A. No budget amendments are necessary in order to release the retention payment and close-out this project.

BACKGROUND

The City Council at its regularly scheduled meeting of September 25, 2019 initiated the issuance of bonds to fund the infrastructure program known as Paving the Way (PTW), a program to repair various streets throughout the city. The bond sale generated \$25 million in bond proceeds, with debt service paid using Measure M, Measure R and Proposition C proceeds.

The initial phases of the program included rehabilitation of approximately 80 residential streets throughout the city. Rehabilitation of residential streets was divided into 3 phases as follows: 1) Phase 1 included concrete repairs for 39 street segments; 2) Phase 2 included the asphalt resurfacing of 80 streets; and 3) Phase 3 included concrete repairs for 41 street segments.

On December 18, 2019, the City Council authorized staff to advertise for construction bids for PTW Phase 1 and authorized the City Manager to award a contract to the lowest responsive and responsible bidder in an amount up to \$2,500,000, including contingency. On February 3, 2020, six (6) sealed bids were received and publicly opened as follows:

Sequel Contractors, Inc.	\$1,471,402
Shawnan	\$1,533,740
Onyx Paving Co., Inc.	\$1,611,726
Kalaban Inc.	\$1,797,172
Hardy & Harper	\$2,020,000
All American Asphalt	\$2,099,376

The bids were analyzed and Sequel Contractors, Inc. (Sequel) was determined to be the lowest responsive and responsible bidder. As authorized, the City Manager executed a contract with Sequel in the original contract amount of \$1,471,402 on February 2, 2020.

Construction began on March 9, 2020 and was completed in July 2020. The contract with Sequel is a unit-priced contract and the actual quantity of work completed for each bid item was measured by the inspector for payment. The actual contract work completed exceeded the quantities estimated by the engineer as listed in the original bid documents.

The additional contract work includes discrepancies from the original quantity estimates and additional concrete repairs that were added in the field by the City Engineer in order to ensure all concrete repairs abutting the asphalt resurfacing were completed (i.e. curb and gutter, ADA ramps, and cross gutters). This was added to prevent the need to

Paving the Way – Phase 1 (CP 875) – Notice of Completion

Page 3 of 3

damage new asphalt pavement in the future for concrete repairs. Some resident requests to repair significantly damaged concrete were also added.

The total work added increased the contract amount by \$605,933. Additionally, two change orders for additional work in the aggregate amount of \$14,033 (listed in Attachment A) were executed, bringing the final contract amount to \$2,091,368.

ANALYSIS

The Contractor completed construction of this project on July, 2020. The City Engineer has reviewed the daily inspection reports and determined that the project was completed satisfactorily and in accordance with the project plans and contract specifications. The contractor's final accounting was reviewed and approved by the City Engineer.

The project was completed at a total cost of \$2,091,368, an amount of \$408,632 under the authorized budget of \$2,500,000. The remaining funds will be available for re-programming for other expenses and/or projects in the Paving the Way program.

NOTICE OF COMPLETION

Pursuant to Civil Code Section 3093, when a Capital Improvement Project is completed, a Notice of Completion must be prepared and filed with the County Recorder's Office for recordation after completion of the improvement. In compliance with this section of the Civil Code, the City Engineer has prepared the required Notice of Completion for the City Council to accept the project as completed; and to authorize the City Clerk to execute, verify and file the Notice of Completion for recordation with the County Recorder's Office.

Concurrent with the preparation of the Notice of Completion, the City Engineer approved the final progress payment based on the agreed upon scope of work; with a five (5%) percent retention being withheld from the progress payments. The final retention payment will be released to the contractor after recordation of the Notice of Completion with the Los Angeles County Registrar-Recorder.

SUMMARY

Staff is recommending that the City Council accept the Project as completed, approve the final construction budget and expenditures, including change orders, authorize the City Clerk to execute, verify and file the Notice of Completion with the Los Angeles County Registrar-Recorder and authorize the City Manager to release the retention payment due to Sequel Contractors, Inc.

ATTACHMENT (S):

- A. Attachment A – Final Construction Budget and Expenditures
- B. Attachment B – Notice of Completion

ATTACHMENT A**PAVING THE WAY – PHASE 1
C.P. No. 875****FINAL CONSTRUCTION BUDGET AND EXPENDITURES**

Project Expenses	Estimated Cost
Original Construction Contract (Sequel Constructors, Inc.)	\$1,471,402
Additional Work Paid at Original Contract Bid Item Prices	\$605,933
Change Order No. 1 (Additional Tree Trimming)	\$10,612
Change Order No. 2 (Rejected)	\$0
Change Order No. 3 (Concrete Stairway Modification)	\$3,421
Total Projected Cost:	\$2,091,368

Project Funding	Estimated Budget
Paving the Way Street Improvement Bond (Measure M) – City Council authorized 12/18/2019	\$1,225,000
Paving the Way Street Improvement Bond (Measure R) – City Council authorized 12/18/2019	\$1,275,000
Total Projected Budget:	\$2,500,000

Note: The construction project was completed at a total cost of \$2,091,368, which is \$408,632 less than the City Council authorized amount of \$2,500,000. The unspent funds will be made available for other program expenses/projects in the Paving the Way Program.

RECORDING REQUESTED BY
CITY OF MONTEBELLO
AND WHEN RECORDED MAIL TO

ATTACHMENT B

NAME CITY OF MONTEBELLO
CITY CLERK
STREET 1600 W Beverly Blvd.
ADDRESS
CITY Montebello,
STATE CA
ZIP 90640
SPACE ABOVE LINE FOR RECORDERS USE

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for complete requirements.)

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is City of Montebello
3. The full address of the owner is 1600 W Beverly Blvd., Montebello, CA 90640
4. The nature of the interest or estate of the owner is: in fee.

(if other than Fee, strike "In fee" and insert, for example, "purchaser under contract of purchase", or "lessee")

5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES

ADDRESSES

6. The full names and addresses of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work or improvements herein referred to:

NAMES

ADDRESSES

7. A work of improvement on the property hereinafter described was completed on July 17, 2020. The general scope of work consisted of the removal and reconstruction of existing sidewalks, curb and gutters, drive approaches, curb ramps, cross gutters, and asphalt repairs.

8. The name of the contractor, if any, for such work of improvement was Sequel Contractors, Inc.
February 6, 2020

(If no contractor for work of improvement as a whole, insert "None")

(Date of Contract)

9. The property on which said work of improvement was completed is in the City of Montebello County of Los Angeles, State of CA, and is described as follows: **Paving the Way Phase 1, CP 875**

Director of Public Works / City Engineer, City of Montebello

(Signature of Owner or corporate officer of Owner named in paragraph 2, or his agent)

VERIFICATION

I, the undersigned, say: I am the City Clerk of the City of Montebello, the declarant of the foregoing Notice of Completion:

I have read said Notice of Completion and know the contents thereof; the same is true to my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2021 at City of Montebello, Montebello, CA

(Personal signature of the individual who is swearing that the contents of the Notice of Completion are true)

DO NOT RECORD

REQUIREMENTS AS TO NOTICE OF COMPLETION

A notice of completion must be filed for record WITHIN 10 DAYS after completion of the work of improvement (to be computed exclusive of the day of completion), as provided in Civil Code Section 3093.

The "owner" who must file for record a notice of completion of a building or other work of improvement means the owner (or his successor in-interest at the date the notice is filed) on whose behalf the work was done, though his ownership is less than the fee title. For example, if A is the owner in fee, and B, lessee under a lease, causes a building to be constructed, then B, or whoever has succeeded to his interest at the date the notice is filed, must file the notice.

If the ownership is in two or more persons as joint tenants or tenants in common, the notice may be signed by any one of the co-owners (in fact, the foregoing form is designed for giving of the notice by only one cotenant), but the names and addresses of the other co-owners must be stated in paragraph 5 of the form.

Note that any Notice of Completion signed by a successor in interest shall recite the names and addresses of his transferor or transferors.

In paragraphs 3, 5 and 6, the full address called for should include street number, city, county and state.

As to paragraphs 7 and 8, this form should be used only where the notice of completion covers the work of improvement as a whole. If the notice is to be given only of completion of a particular contract, where the work of improvement is made pursuant to two or more original contracts, then this form must be modified as follows: (1) Strike the words "A work of improvement" from paragraph 6 and insert a general statement of the kind of work done or materials furnished pursuant to such contract (e.g., "The foundations for the improvements"); (2) Insert the name of the contractor under the particular contract in paragraph 7.

In paragraph 8 of the notice, insert the name of the contractor for the work of improvement as a whole. No contractor's name need be given if there is no general contractor, e.g., on so-called "owner-builder jobs."

In paragraph 9, insert the full, legal description, not merely a street address or tax description. Refer to deed or policy of title insurance. If the space provided for description is not sufficient, a rider may be attached.

In paragraph 10, show the street address, if any, assigned to the property by any competent public or governmental authority.

This standard form covers most usual problems in the field indicated. Before you sign, read it, fill in all blanks, and make changes proper to your transaction. Consult a lawyer if you doubt the form's fitness for your purpose.



CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: James Enriquez, P.E., Director of Public Works / City Engineer
Michael Solorza, Director of Finance

SUBJECT: Paving the Way – Phase 3 (CP 879) – Notice of Completion

DATE: October 27, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

- 1) Accept the Paving the Way – Phase 3 Project (CP 879) as completed by ONYX Paving Co., Inc.; and
- 2) Approve the Final Construction Budget and Expenditures (Attachment A); and
- 3) Approve the final contract amount with ONYX Paving Co., Inc. for the construction of the Project in the amount of \$3,009,704, including change orders; and
- 4) Authorize the City Clerk to execute, verify and file the Notice of Completion (Attachment B) with the Los Angeles County Registrar-Recorder; and
- 5) Authorize the City Manager to release the retention payment due to ONYX Paving Co., Inc. following the mandatory waiting period from the date the Notice of Completion is recorded; and
- 6) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The City issued \$25 million in bonds in December 2019, with all bond proceeds utilized to pay for a citywide street repair and paving project (Paving the Way). Debt service related to issuance of the bonds is paid for utilizing local return funds (LRF) appropriations from Measure M, Measure R and Proposition C. This specific project was funded by using bond proceeds backed by Measure M and Measure R. The total project budget

Paving the Way – Phase 3 (CP 879) – Notice of Completion

Page 2 of 3

was \$3,500,000 (\$1,715,000, Measure M and \$1,785,000, Measure R). Total expenses were \$3,009,704, detail of the original contract amount and subsequent change orders can be found on Attachment A. No budget amendments are necessary in order to release the retention payment and close-out this project.

BACKGROUND

The City Council at its regularly scheduled meeting of September 25, 2019 initiated the issuance of bonds to fund the infrastructure program known as Paving the Way (PTW), a program to repair various streets throughout the city. The bond sale generated \$25 million in bond proceeds, with debt service paid using Measure M, Measure R and Proposition C proceeds.

The initial phases of the program included rehabilitation of approximately 80 residential streets throughout the city. Rehabilitation of residential streets was divided into 3 phases as follows: 1) Phase 1 included concrete repairs for 39 street segments; 2) Phase 2 included the asphalt resurfacing of 80 streets; and 3) Phase 3 included concrete repairs for 41 street segments.

On April 8, 2020, the City Council authorized staff to advertise for construction bids for PTW Phase 3 and authorized the City Manager to award a contract to the lowest responsive and responsible bidder in an amount up to \$3,500,000, including contingency. On May 18, 2020, seven (7) sealed bids were received and publicly opened as follows:

ONYX Paving Co., Inc.	\$1,949,000
Sequel Contractors, Inc.	\$1,974,959
Gentry Brothers, Inc.	\$2,411,222
Kalaban Inc.	\$2,514,510
SHAWNAN	\$2,767,207
Hardy & Harper	\$2,939,683
All American Asphalt	\$3,130,724

The bids were analyzed and ONYX Paving Co., Inc. (ONYX) was determined to be the lowest responsive and responsible bidder. As authorized, the City Manager executed a contract with ONYX in the original contract amount of \$1,949,000 on May 21, 2020.

Construction began on July 13, 2020 and was completed in September 2020. The contract with ONYX is a unit-priced contract and the actual quantity of work completed for each bid item was measured by the inspector for payment. The actual contract work completed exceeded the quantities estimated by the engineer as listed in the original bid documents.

The additional contract work includes discrepancies from the original quantity estimates and additional concrete repairs that were added in the field by the City Engineer in order to ensure all concrete repairs abutting the asphalt resurfacing were completed (i.e. curb and gutter, ADA ramps, and cross gutters). This was added to prevent the need to

Paving the Way – Phase 3 (CP 879) – Notice of Completion

Page 3 of 3

damage new asphalt pavement in the future for concrete repairs. Some resident requests to repair significantly damaged concrete were also added.

The total work added increased the contract amount by \$487,680. Additionally, four change orders for additional work in the aggregate amount of \$593,024 (listed in Attachment A) were executed bringing the final contract amount to \$3,009,704.

ANALYSIS

The Contractor completed construction of this project in September 2020. The City Engineer has reviewed the daily inspection reports and determined that the project was completed satisfactorily and in accordance with the project plans and contract specifications. The contractor's final accounting was reviewed and approved by the City Engineer.

The project was completed at a total cost of \$3,009,704, an amount of \$490,296 under the authorized budget of \$3,500,000. The remaining funds will be available for re-programming for other expenses and/or projects in the Paving the Way program.

NOTICE OF COMPLETION

Pursuant to Civil Code Section 3093, when a Capital Improvement Project is completed, a Notice of Completion must be prepared and filed with the County Recorder's Office for recordation after completion of the improvement. In compliance with this section of the Civil Code, the City Engineer has prepared the required Notice of Completion for the City Council to accept the project as completed; and to authorize the City Clerk to execute, verify and file the Notice of Completion for recordation with the County Recorder's Office.

Concurrent with the preparation of the Notice of Completion, the City Engineer approved the final progress payment based on the agreed upon scope of work; with a five (5%) percent retention being withheld from the progress payments. The final retention payment will be released to the contractor after recordation of the Notice of Completion with the Los Angeles County Registrar-Recorder.

SUMMARY

Staff is recommending that the City Council accept the Project as completed, approve the final construction budget and expenditures, including change orders, authorize the City Clerk to execute, verify and file the Notice of Completion with the Los Angeles County Registrar-Recorder and authorize the City Manager to release the retention payment due to ONYX Paving Co., Inc.

ATTACHMENT (S):

- A. Attachment A – Final Construction Budget and Expenditures
- B. Attachment B – Notice of Completion

ATTACHMENT A**PAVING THE WAY – PHASE 3
C.P. No. 879****FINAL CONSTRUCTION BUDGET AND EXPENDITURES**

Project Expenses	Estimated Cost
Original Construction Contract (Onyx Paving Co., Inc.)	\$1,929,000
Additional Work Paid at Original Contract Bid Item Prices	\$487,680
Change Order No. 1 (Rejected)	\$0
Change Order No. 2 (Additional Tree Trimming)	\$33,880
Change Order No. 3 (Additional Concrete & Asphalt Work)	\$81,844
Change Order No. 4 (Remove & Replace AC at Stops & Cross Gutters)	\$474,300
Change Order No. 5 (Remove & Construct Block Wall)	\$3,000
Total Projected Cost:	\$3,009,704

Project Funding	Estimated Budget
Paving the Way Street Improvement Bond (Measure M) – City Council authorized 12/18/2019	\$1,715,000
Paving the Way Street Improvement Bond (Measure R) – City Council authorized 12/18/2019	\$1,785,000
Total Projected Budget:	\$3,500,000

Note: The construction project was completed at a total cost of \$3,009,704, which is \$490,296 less than the City Council authorized amount of \$3,500,000. The unspent funds will be made available for other program expenses/projects in the Paving the Way Program.

RECORDING REQUESTED BY
CITY OF MONTEBELLO
AND WHEN RECORDED MAIL TO
NAME CITY OF MONTEBELLO
CITY CLERK
STREET 1600 W Beverly Blvd.
ADDRESS
CITY Montebello,
STATE CA
ZIP 90640
SPACE ABOVE LINE FOR RECORDERS USE

ATTACHMENT B

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for complete requirements.)

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is City of Montebello
3. The full address of the owner is 1600 W Beverly Blvd., Montebello, CA 90640
4. The nature of the interest or estate of the owner is: in fee.

(if other than Fee, strike "In fee" and insert, for example, "purchaser under contract of purchase", or "lessee")

5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES

ADDRESSES

6. The full names and addresses of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work or improvements herein referred to:

NAMES

ADDRESSES

7. A work of improvement on the property hereinafter described was completed on September 18, 2020. The general scope of work consisted of the removal and reconstruction of existing sidewalks, curb and gutters, drive approaches, curb ramps, cross gutters, and asphalt repairs.

8. The name of the contractor, if any, for such work of improvement was Onyx Paving Co., Inc.
May 21, 2020

(If no contractor for work of improvement as a whole, insert "None")

(Date of Contract)

9. The property on which said work of improvement was completed is in the City of Montebello County of Los Angeles, State of CA, and is described as follows: **Paving the Way Phase 3, CP 879**

Director of Public Works / City Engineer, City of Montebello

(Signature of Owner or corporate officer of Owner named in paragraph 2, or his agent)

VERIFICATION

I, the undersigned, say: I am the City Clerk of the City of Montebello, the declarant of the foregoing Notice of Completion:

I have read said Notice of Completion and know the contents thereof; the same is true to my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2021 at City of Montebello, Montebello, CA

(Personal signature of the individual who is swearing that the contents of the Notice of Completion are true)

DO NOT RECORD

REQUIREMENTS AS TO NOTICE OF COMPLETION

A notice of completion must be filed for record WITHIN 10 DAYS after completion of the work of improvement (to be computed exclusive of the day of completion), as provided in Civil Code Section 3093.

The "owner" who must file for record a notice of completion of a building or other work of improvement means the owner (or his successor in-interest at the date the notice is filed) on whose behalf the work was done, though his ownership is less than the fee title. For example, if A is the owner in fee, and B, lessee under a lease, causes a building to be constructed, then B, or whoever has succeeded to his interest at the date the notice is filed, must file the notice.

If the ownership is in two or more persons as joint tenants or tenants in common, the notice may be signed by any one of the co-owners (in fact, the foregoing form is designed for giving of the notice by only one cotenant), but the names and addresses of the other co-owners must be stated in paragraph 5 of the form.

Note that any Notice of Completion signed by a successor in interest shall recite the names and addresses of his transferor or transferors.

In paragraphs 3, 5 and 6, the full address called for should include street number, city, county and state.

As to paragraphs 7 and 8, this form should be used only where the notice of completion covers the work of improvement as a whole. If the notice is to be given only of completion of a particular contract, where the work of improvement is made pursuant to two or more original contracts, then this form must be modified as follows: (1) Strike the words "A work of improvement" from paragraph 6 and insert a general statement of the kind of work done or materials furnished pursuant to such contract (e.g., "The foundations for the improvements"); (2) Insert the name of the contractor under the particular contract in paragraph 7.

In paragraph 8 of the notice, insert the name of the contractor for the work of improvement as a whole. No contractor's name need be given if there is no general contractor, e.g., on so-called "owner-builder jobs."

In paragraph 9, insert the full, legal description, not merely a street address or tax description. Refer to deed or policy of title insurance. If the space provided for description is not sufficient, a rider may be attached.

In paragraph 10, show the street address, if any, assigned to the property by any competent public or governmental authority.

This standard form covers most usual problems in the field indicated. Before you sign, read it, fill in all blanks, and make changes proper to your transaction. Consult a lawyer if you doubt the form's fitness for your purpose.



CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: James Enriquez, P.E., Director of Public Works / City Engineer
Michael Solorza, Director of Finance

SUBJECT: **Award a Construction Contract for N. Concourse Avenue Street Improvement Project (CP No. 880)**

DATE: October 27, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

- 1) Award a Construction Contract for C.P. No. 880 – N. Concourse Avenue Street Improvement Project in the amount of \$224,473 to All American Asphalt; and
- 2) Authorize the Director of Public Works to review and approve change orders within a 15% contingency of the contract amount as recommended by the City Engineer; and
- 3) Authorize the City Manager to execute the Contract Agreement, on behalf of the City; and
- 4) Take such additional, related, action that may be desirable.

FISCAL IMPACT

As part of the Fiscal Year 2021-22 Capital Improvement Program (CIP) Budget, approved by the City Council on June 23, 2021, a total amount of \$405,000 was allocated for the subject project as follows: 1) \$100,000 from Gas Tax, Fund 200; 2) \$170,000 from Road Maintenance and Rehabilitation Act (SB1) Fund 201; and 3) \$135,000 from Measure M, Fund 222.

The project is fully funded at this time and no additional appropriations are recommended.

Award a Construction Contract for N. Concourse Avenue Street Improvement Project (CP No. 880)

Page 2 of 3

BACKGROUND

The Concourse Avenue Improvement Project limits are from Beverly Boulevard to Madison Avenue and includes the removal and reconstruction of existing damaged concrete sidewalks, curb and gutter, cross gutters, concrete driveway approaches and concrete curb ramps. The project also includes cold milling of existing AC pavement and repaving the street with Asphalt Rubber Hot Mix.

On August 11, 2021, the City Council approved the Project plans and specifications as prepared by Infrastructure Engineers and authorized the Public Works Department to advertise the Project for public bidding.

The Notice Inviting Bids was published in the local newspaper on August 23, 2021. The notice, the plans and specifications were posted on Planet Bids for review and download.

On September 8, 2021 at 10:00 AM, ten (10) bids were received and opened publicly, as follows:

All American Asphalt	\$ 224,473
Copp Contracting, Inc.	\$ 233,933
ONYX Paving Co.	\$ 234,000
Vido Samarzich, Inc.	\$ 261,681
Gentry Brothers, Inc.	\$ 277,714
Vance Corportion	\$ 281,536
CT&T Concrete Paving Co.	\$ 285,044
Hardy & Harper, Inc.	\$ 287,000
Excel Paving	\$ 287,782
Sully-Miller Contracting Company	\$ 325,207

The bids were analyzed and All American Asphalt was determined to be the lowest responsive and responsible bidder. No bid protests were received prior to the prescribed deadline. Award of a construction contract to All American Asphalt is recommended.

ANALYSIS

The total amount allocated for this project in the Fiscal Year 2021-22 CIP Budget is \$405,000. A summary of projected costs is as follows:

\$	224,473	Construction Low Bid
\$	33,671	Contingency (15%)
\$	258,144	Total

Award a Construction Contract for N. Concourse Avenue Street Improvement Project (CP No. 880)

Page 3 of 3

ENVIRONMENTAL

On August 11, 2021, the City Council found the project categorically exempt pursuant to the State Guidelines for Implementation of the California Environmental Quality Act (CEQA) and approved the filling of the Notice of Exemption.

SUMMARY

Upon approval of the recommended actions, staff will execute the contract agreement with All American Asphalt and coordinate the completion of the Project. Sufficient appropriations exist in various accounts – based on funding source – and therefore no budget amendments are needed.

ATTACHMENT (S):

- A. Attachment A – Bid Summary
- B. Attachment B – Construction Contract Agreement



City of Montebello
Department of Public Works
1600 W. Beverly Boulevard
Montebello, CA 90640
(323) 887-4555

BID SUMMARY
N. CONCOURSE AVENUE STREET IMPROVEMENT PROJECT
FY 2020-2021

CP 880, RFB #21-30

September 8, 2021

ITEM No.	BID ITEM	UNITS	QTY.	Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4		Bidder No. 5		Bidder No. 6		Bidder No. 7		Bidder No. 8		Bidder No. 9		Bidder No. 10	
				All American Asphalt		Copp Contracting, Inc.		ONYX Paving Co.		Vido Samarzich, Inc.		Gentry Brothers, Inc.		Vance Corportion		CT&T Concrete Paving Co.		Hardy & Harper, Inc.		Excel Paving		Sully-Miller Contracting Company	
				BID	TOTAL	BID	TOTAL	BID	TOTAL	BID	TOTAL	BID	TOTAL	BID	TOTAL	BID	TOTAL	BID	TOTAL	BID	TOTAL	BID	TOTAL
				PRICE	AMT.	PRICE	AMT.	PRICE	AMT.	PRICE	AMT.	PRICE	AMT.	PRICE	AMT.	PRICE	AMT.	PRICE	AMT.	PRICE	AMT.	PRICE	AMT.
1	Mobilization/ Demobilization (Not to exceed 3% of total of all other prime contract Bid Items)	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 8,000.00	\$ 8,000.00	\$ 6,300.00	\$ 6,300.00	\$ 5,500.00	\$ 5,500.00	\$ 4,858.50	\$ 4,858.50	\$ 8,000.00	\$ 8,000.00	\$ 9,756.19	\$ 9,756.19
2	Traffic Control	1	LS	\$ 27,096.45	\$ 27,096.45	\$ 6,800.00	\$ 6,800.00	\$ 24,000.00	\$ 24,000.00	\$ 25,000.00	\$ 25,000.00	\$ 89,186.13	\$ 89,186.13	\$ 32,400.00	\$ 32,400.00	\$ 24,000.00	\$ 24,000.00	\$ 34,600.00	\$ 34,600.00	\$ 39,118.10	\$ 39,118.10	\$ 22,500.00	\$ 22,500.00
3	Sawcut and Remove Existing Concrete Sidewalk	1,634	SF	\$ 2.15	\$ 3,513.10	\$ 5.00	\$ 8,170.00	\$ 3.21	\$ 5,245.14	\$ 3.00	\$ 4,902.00	\$ 3.00	\$ 4,902.00	\$ 3.40	\$ 5,555.60	\$ 5.00	\$ 8,170.00	\$ 3.90	\$ 6,372.60	\$ 3.00	\$ 4,902.00	\$ 5.00	\$ 8,170.00
4	Sawcut and Remove Existing Concrete Curb and Gutter	98	LF	\$ 12.40	\$ 1,215.20	\$ 30.00	\$ 2,940.00	\$ 21.00	\$ 2,058.00	\$ 20.00	\$ 1,960.00	\$ 8.00	\$ 784.00	\$ 104.00	\$ 10,192.00	\$ 13.00	\$ 1,274.00	\$ 44.00	\$ 4,312.00	\$ 30.00	\$ 2,940.00	\$ 45.00	\$ 4,410.00
5	Sawcut and Remove Cross Gutter	711	SF	\$ 7.60	\$ 5,403.60	\$ 13.00	\$ 9,243.00	\$ 5.25	\$ 3,732.75	\$ 6.00	\$ 4,266.00	\$ 4.00	\$ 2,844.00	\$ 12.15	\$ 8,638.65	\$ 12.00	\$ 8,532.00	\$ 13.00	\$ 9,243.00	\$ 10.00	\$ 7,110.00	\$ 7.50	\$ 5,332.50
6	Sawcut and Remove Existing Concrete Driveway Approach	192	SF	\$ 3.60	\$ 691.20	\$ 7.00	\$ 1,344.00	\$ 3.75	\$ 720.00	\$ 4.00	\$ 768.00	\$ 4.00	\$ 768.00	\$ 3.70	\$ 710.40	\$ 8.00	\$ 1,536.00	\$ 12.00	\$ 2,304.00	\$ 4.50	\$ 864.00	\$ 8.00	\$ 1,536.00
7	Sawcut and Remove Existing Concrete Curb Ramp	2	EA	\$ 607.00	\$ 1,214.00	\$ 2,800.00	\$ 5,600.00	\$ 1,450.00	\$ 2,900.00	\$ 1,000.00	\$ 2,000.00	\$ 900.00	\$ 1,800.00	\$ 1,630.00	\$ 3,260.00	\$ 1,200.00	\$ 2,400.00	\$ 5,162.00	\$ 10,324.00	\$ 700.00	\$ 1,400.00	\$ 2,300.00	\$ 4,600.00
8	Cold Mill Existing Asphalt Concrete (AC) Pavement (2" Depth)	73,555	SF	\$ 0.27	\$ 19,859.85	\$ 0.32	\$ 23,537.60	\$ 0.33	\$ 24,273.15	\$ 0.23	\$ 16,917.65	\$ 0.35	\$ 25,744.25	\$ 0.29	\$ 21,330.95	\$ 0.22	\$ 16,182.10	\$ 0.30	\$ 22,066.50	\$ 0.38	\$ 27,950.90	\$ 0.38	\$ 27,950.90
9	Sawcut and Remove Existing Concrete or AC Pavement, Base, and Subgrade	35	CY	\$ 174.00	\$ 6,090.00	\$ 152.00	\$ 5,320.00	\$ 260.00	\$ 9,100.00	\$ 100.00	\$ 3,500.00	\$ 40.00	\$ 1,400.00	\$ 135.00	\$ 4,725.00	\$ 96.00	\$ 3,360.00	\$ 300.00	\$ 10,500.00	\$ 250.00	\$ 8,750.00	\$ 356.00	\$ 12,460.00
10	Unclassified Excavation	3	CY	\$ 174.00	\$ 522.00	\$ 400.00	\$ 1,200.00	\$ 500.00	\$ 1,500.00	\$ 150.00	\$ 450.00	\$ 40.00	\$ 120.00	\$ 225.00	\$ 675.00	\$ 250.00	\$ 750.00	\$ 300.00	\$ 900.00	\$ 215.00	\$ 645.00	\$ 812.00	\$ 2,436.00
11	Construct Concrete Sidewalk	1,634	SF	\$ 5.50	\$ 8,987.00	\$ 7.00	\$ 11,438.00	\$ 5.43	\$ 8,872.62	\$ 7.00	\$ 11,438.00	\$ 6.00	\$ 9,804.00	\$ 7.75	\$ 12,663.50	\$ 10.00	\$ 16,340.00	\$ 8.10	\$ 13,235.40	\$ 9.00	\$ 14,706.00	\$ 9.00	\$ 14,706.00
12	Construct Concrete Curb and Gutter	123	LF	\$ 32.75	\$ 4,028.25	\$ 34.00	\$ 4,182.00	\$ 31.00	\$ 3,813.00	\$ 65.00	\$ 7,995.00	\$ 50.00	\$ 6,150.00	\$ 119.00	\$ 14,637.00	\$ 58.00	\$ 7,134.00	\$ 47.00	\$ 5,781.00	\$ 80.00	\$ 9,840.00	\$ 81.00	\$ 9,963.00
13	Construct Concrete Cross Gutter	1,200	SF	\$ 11.20	\$ 13,440.00	\$ 13.00	\$ 15,600.00	\$ 11.00	\$ 13,200.00	\$ 12.00	\$ 14,400.00	\$ 9.00	\$ 10,800.00	\$ 12.00	\$ 14,400.00	\$ 22.00	\$ 26,400.00	\$ 15.00	\$ 18,000.00	\$ 13.00	\$ 15,600.00	\$ 14.00	\$ 16,800.00
14	Construct Concrete Driveway Approach	192	SF	\$ 9.30	\$ 1,785.60	\$ 7.00	\$ 1,344.00	\$ 8.50	\$ 1,632.00	\$ 12.00	\$ 2,304.00	\$ 7.00	\$ 1,344.00	\$ 7.60	\$ 1,459.20	\$ 15.00	\$ 2,880.00	\$ 9.00	\$ 1,728.00	\$ 22.00	\$ 4,224.00	\$ 60.00	\$ 11,520.00
15	Construct Concrete Curb Ramp	3	EA	\$ 1,588.00	\$ 4,764.00	\$ 3,300.00	\$ 9,900.00	\$ 3,350.00	\$ 10,050.00	\$ 3,500.00	\$ 10,500.00	\$ 3,500.00	\$ 10,500.00	\$ 2,400.00	\$ 7,200.00	\$ 4,700.00	\$ 14,100.00	\$ 4,600.00	\$ 13,800.00	\$ 4,500.00	\$ 13,500.00	\$ 4,500.00	\$ 13,500.00
16	Construct Crushed Miscellaneous Base (CMB)	96	TON	\$ 68.00	\$ 6,528.00	\$ 67.00	\$ 6,432.00	\$ 66.00	\$ 6,336.00	\$ 60.00	\$ 5,760.00	\$ 20.00	\$ 1,920.00	\$ 125.00	\$ 12,000.00	\$ 130.00	\$ 12,480.00	\$ 98.00	\$ 9,408.00	\$ 110.00	\$ 10,560.00	\$ 200.00	\$ 19,200.00
17	Construct ARHM Overlay (2" Thick)	889	TON	\$ 90.75	\$ 80,676.75	\$ 91.62	\$ 81,450.18	\$ 89.89	\$ 79,912.21	\$ 120.00	\$ 106,680.00	\$ 88.00	\$ 78,232.00	\$ 97.55	\$ 86,721.95	\$ 115.50	\$ 102,679.50	\$ 97.00	\$ 86,233.00	\$ 98.00	\$ 87,122.00	\$ 109.00	\$ 96,901.00
18	Construct ARHM Overlay (4" Thick)	32	TON	\$ 90.75	\$ 2,904.00	\$ 91.62	\$ 2,931.84	\$ 89.89	\$ 2,876.48	\$ 120.00	\$ 3,840.00	\$ 88.00	\$ 2,816.00	\$ 97.55	\$ 3,121.60	\$ 115.50	\$ 3,696.00	\$ 190.00	\$ 6,080.00	\$ 175.00	\$ 5,600.00	\$ 245.00	\$ 7,840.00
19	Adjust Existing Storm Drain/Sewer/Utility Manhole/Vault Frames and Covers to Finished Grade	5	EA	\$ 1,200.00	\$ 6,000.00	\$ 2,700.00	\$ 13,500.00	\$ 1,000.00	\$ 5,000.00	\$ 1,200.00	\$ 6,000.00	\$ 600.00	\$ 3,000.00	\$ 2,800.00	\$ 14,000.00	\$ 1,200.00	\$ 6,000.00	\$ 1,196.00	\$ 5,980.00	\$ 750.00	\$ 3,750.00	\$ 2,075.00	\$ 10,375.00
20	Adjust Existing Water Valve Cans and Covers to Finished Grade	3	EA	\$ 600.00	\$ 1,800.00	\$ 250.00	\$ 750.00	\$ 500.00	\$ 1,500.00	\$ 1,000.00	\$ 3,000.00	\$ 100.00	\$ 300.00	\$ 215.00	\$ 645.00	\$ 700.00	\$ 2,100.00	\$ 468.00	\$ 1,404.00	\$ 600.00	\$ 1,800.00	\$ 1,500.00	\$ 4,500.00
21	Traffic Signing, Striping, Marking, and Curb Painting	1	LS	\$ 8,643.00	\$ 8,643.00	\$ 8,500.00	\$ 8,500.00	\$ 9,000.00	\$ 9,000.00	\$ 10,000.00	\$ 10,000.00	\$ 9,500.00	\$ 9,500.00	\$ 9,300.00	\$ 9,300.00	\$ 9,762.50	\$ 9,762.50	\$ 8,550.00	\$ 8,550.00	\$ 8,300.00	\$ 8,300.00	\$ 8,750.00	\$ 8,750.00
22	Install Public Improvement Project Signs	2	EA	\$ 1,847.00	\$ 3,694.00	\$ 875.00	\$ 1,750.00	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00	\$ 900.00	\$ 1,800.00	\$ 2,400.00	\$ 4,800.00	\$ 1,800.00	\$ 3,600.00	\$ 780.00	\$ 1,560.00	\$ 800.00	\$ 1,600.00	\$ 1,200.00	\$ 2,400.00
23	Provide Construction Survey	1	LS	\$ 6,617.00	\$ 6,617.00	\$ 3,000.00	\$ 3,000.00	\$ 7,278.65	\$ 7,278.65	\$ 8,000.00	\$ 8,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,800.00	\$ 3,800.00	\$ 3,168.00	\$ 3,168.00	\$ 6,760.00	\$ 6,760.00	\$ 6,500.00	\$ 6,500.00	\$ 6,600.00	\$ 6,600.00
24	Provide Soil and Pavement Testing Services as Directed by as Needed - Allowance	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
TOTAL BASE BID					\$ 224,473.00		\$ 233,932.62		\$ 234,000.00		\$ 261,680.65		\$ 277,714.38		\$ 281,535.85		\$ 285,044.10		\$ 287,000.00		\$ 287,782.00		\$ 325,206.58

**CITY OF MONTEBELLO
CONTRACT AGREEMENT**

FOR

N. Concourse Avenue Street Improvement Project

**FY 2020/2021
C.P. No. 880**

IN THE CITY OF MONTEBELLO

This Contract Agreement is made and entered into for the above stated project this **27th day of October, 2021**, BY AND BETWEEN the **City of Montebello**, as AGENCY, and **All American Asphalt**; as CONTRACTOR. WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and appendices, together with this Contract Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to insure its completion in acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the unit or lump sum prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work and fulfill the obligations according to the terms and conditions

herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.

ARTICLE V

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions.

ARTICLE VI

CONTRACTOR agrees to indemnify, defend and hold harmless AGENCY and all of its officers and agents from any claims, demand, or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder

ARTICLE VII

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having principal interest herein.

ARTICLE VIII

CONTRACTOR shall take and assume all responsibility for the work. CONTRACTOR shall bear all losses and damages directly or indirectly resulting to him, to the City, or to others on account of the performance under this contract, or the character of the work, accidents or any other causes whatsoever.

CONTRACTOR shall assume the defense and indemnify and save harmless the City, its officers, employees and Engineer from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from performance of this contract or work, regardless of responsibility for negligence; from any and all claims, loss, damage, injury, and liability, howsoever the same may be caused, resulting directly or indirectly from the nature of the work covered by this contract, or CONTRACTOR's performance thereunder, regardless of responsibility for negligence.

ARTICLE IX

STATE LABOR CODE. Contractor agrees to abide by the provisions of the State Labor Code, and to comply with the prevailing rates of wages and apprenticeship employment standards established by the State Director of Industrial Relations and /or the requirements of the federal government and applicable federal wage rates.

The total contract price of this agreement is \$224,473.00 based on estimated quantities given on the Bid Sheet.

ARTICLE X

The total contract construction period for this project is **thirty-five (35) working days** from the effective date of Notice-to-Proceed to be issued by the AGENCY.

ARTICLE XI (PREVAILING WAGES)

(a) Contractor agrees to comply with the provisions of California Labor Code Section 1773.8, which requires the payment of travel and subsistence payments to each worker needed to execute the work to the extent required by law.

(b) Contractor agrees to comply with the provisions of California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the Agency, forfeit no more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by a subcontractor.

(c) Contractor agrees to comply with the provisions of California Labor Code Section 1776 which requires Contractor and each subcontractor to (i) keep accurate payroll records, (ii) certify and make such payroll records available for inspection as provided by Section 1776, and (iii) inform the Agency of the location of the records. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.

(d) Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that the Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

(e) Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours without approval of the City. The Contractor shall, as a penalty to the Agency, forfeit twenty-five dollar (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day or portion thereof during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division, 2, Part 7, Chapter 1, Article 3 of the California Labor Code. The Contractor may, with the approval of the City Engineer, use his employees to carry out work on the project beyond the normal eight (8) hour workday and on Saturdays, Sundays and Holidays provided the employees are paid at the following hourly rates:

For Daytime Work

- Week days (Monday through Fridays) after eight (8) hours daily and not to exceed twelve (12) hours daily total per day and not exceeding forty-eight (48) hours work in a seven (7) day period week at one and one-half (1.5) times the prevailing hourly wage for the initial eight (8) hours of regular work time for the time worked after the initial eight (8) hours regular time.
- Saturdays, Sundays and Holidays for time worked after forty (40) hours of regular work time in a seven (7) day period week at the rate of two (2.0) times the prevailing hourly wage for the initial eight (8) hours of regular weekday

work time and not to exceed a total of forty-eight (48) hours of work within the seven (7) day work week period.

(f) California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker’s compensation or under self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.”

Liquidated Damages: The liquidated damages value is hereby amended to be \$250.00 per day.

ARTICLE XII (PROMPT PAYMENT)

Prompt Progress Payment to Subcontractors

Attention is directed to Section 7108.5 of the California Business and Professions Code, which requires a prime contractor or subcontractor to pay any subcontractor not later than 10 days of receipt of each progress payment, unless otherwise agreed to in writing. In addition, Federal Regulation (49 CFR 26.29) requires a prime contractor or subcontractor to pay a subcontractor no later than 30 days of receipt of each payment, unless any delay or postponement of payment among the parties takes place only for good cause and with the prior written approval of the agency. Section 7108.5 of the California Business and Professions Code also contains enforcement actions and penalties.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in triplicate by setting hereunto their names, titles, hands, and seals this _____ day of _____, 20____.

CONTRACTOR: _____

(Title)

Contractor’s License No. _____

AGENCY Business License No. _____

Federal Tax Identification No.: _____

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

AGENCY: _____

Rene Bobadilla, City Manager

ATTESTED: _____
Christopher Jimenez, City Clerk, City of Montebello

Date _____

ATTESTED: _____
Arnold M. Glasman-Alvarez, City Attorney of the City of Montebello

FAITHFUL PERFORMANCE BOND

FOR

N. Concourse Avenue Street Improvement Project

FY 2020/2021

C.P. No. 880

IN THE CITY OF MONTEBELLO

KNOW ALL MEN BY THESE PRESENTS that _____
_____ as CONTRACTOR and
_____, as SURETY, are held and
firmly bound unto the City of Montebello, as AGENCY, in the penal sum of
_____ dollars
(\$ _____), which is one-hundred percent (100%) of the total contract amount for the above
stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly
and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been
awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above stated
project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract documents
in the manner and time specified therein, then this obligation shall be null and void, otherwise it shall
remain in full force and effect in favor of AGENCY; provided that any alterations in the obligations or
time for completion made pursuant to the terms of the contract documents shall not in any way release
either CONTRACTOR or SURETY, and notice of such alterations is hereby waived by SURETY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this _____
day of _____, 20____.

CONTRACTOR* _____

SURETY* _____

Subscribed and sworn to this _____ day of _____, 20____.

NOTARY PUBLIC _____

* Provide CONTRACTOR/SURETY name, address and telephone number and the name, title, address and telephone number of authorized representative.

MATERIAL AND LABOR BOND

FOR

N. Concourse Avenue Street Improvement Project

FY 2020/2021

C.P. No. 880

IN THE CITY OF MONTEBELLO

KNOW ALL MEN BY THESE PRESENTS that _____, as CONTRACTOR, and _____, as SURETY, are held and firmly bound unto the City of Montebello, as AGENCY, in the penal sum of

_____ dollars (\$ _____), which is fifty percent (50%) of the total contract amount for the above stated project, for payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above stated project, if CONTRACTOR or any subcontractor fails to pay for any labor or material of any kind used in the performance of the work to be done under said contract, or fails to submit amounts due under the State Unemployment Insurance Act with respect to said labor, SURETY will pay for the same in an amount not exceeding the sum set forth above, which amount shall inure to the benefit of all persons entitled to file claims under the State Code of Civil Procedures; provided that any alteration made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of said alterations is hereby waived by SURETY.

IN WITNESS WHEREOF the parties have set their names, titles, hands, and seals this _____ day of _____, 20_____.

CONTRACTOR* _____

SURETY* _____

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

* Provide CONTRACTOR/SURETY name, address and telephone number and the name, title, address and telephone number of authorized representative.



CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: James Enriquez, P.E., Director of Public Works / City Engineer
Michael Solorza, Director of Finance

SUBJECT: **Award a Construction Contract for Various Streets Improvement Project (CP No. 881)**

DATE: October 27, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

- 1) Award a Construction Contract for C.P. No. 881 – Various Streets Improvement Project in the amount of \$771,461 to Sequel Contractors, Inc.; and
- 2) Authorize the Director of Public Works to review and approve change orders within a 25% contingency of the contract amount as recommended by the City Engineer; and
- 3) Authorize the City Manager to execute the Contract Agreement, on behalf of the City; and
- 4) Take such additional, related, action that may be desirable.

FISCAL IMPACT

As part of the Fiscal Year 2021-22 Capital Improvement Program (CIP) Budget, approved by the City Council on June 23, 2021, a total amount of \$1,780,000 was allocated for the subject project as follows: 1) \$1,105,000 from Gas Tax, Fund 200; 2) \$545,000 from Road Maintenance and Rehabilitation Act (SB1) Fund 201; and 3) \$130,000 from Measure M, Fund 222.

The project is fully funded at this time and no additional appropriations are recommended.

Award a Construction Contract for Various Streets Improvement Project (CP No. 881)

Page 2 of 3

BACKGROUND

The Various Streets Improvement Project will improve the following streets:

- Minson Way from Sycamore Street to the Cul-de-Sac
- Allston Street from West City Limit to Olympic Boulevard
- Medford Street from Allston Street to 18th Street
- Millis Street from Kensington Way to Medford Street
- Kensington Way from Olympic Boulevard to Allston Street

The Project entails the removal and reconstruction of existing damaged concrete sidewalks, curb and gutter, cross gutters, concrete driveway approaches and concrete curb ramps. The project also includes cold mill of existing AC pavement and repaving the streets with Asphalt Rubber Hot Mix.

On August 11, 2021, the City Council approved the Project plans and specifications as prepared by Infrastructure Engineers and authorized the Public Works Department to advertise the Project for public bidding.

The Notice Inviting Bids was published in local newspaper on August 23, 2021. The notice, the plans and specifications were posted on Planet Bids for review and download.

On September 8, 2021 at 10:30 AM, nine (9) bids were received and opened publicly, as follows:

Sequel Contractors, Inc.	\$ 771,461
Gentry Brothers, Inc.	\$ 785,255
ONYX Paving Co.	\$ 796,000
All American Asphalt	\$ 803,000
Copp Contracting, Inc.	\$ 821,441
Sully-Miller Contracting Company	\$ 842,779
Excel Paving	\$ 939,556
Vido Samarzich, Inc.	\$ 940,030
Hardy & Harper, Inc.	\$ 1,013,000

The bids were analyzed and Sequel Contractors, Inc. was determined to be the lowest responsive and responsible bidder. No bid protests were received prior to the prescribed deadline. Award of a construction contract to Sequel Contractors, Inc. is recommended.

ANALYSIS

The total amount allocated for construction costs of this project on the Fiscal Year 2021-22 CIP Budget is \$1,780,000. A summary of projected costs is as follows:

Award a Construction Contract for Various Streets Improvement Project (CP No. 881)

Page 3 of 3

\$	771,461	Construction Cost
\$	115,719	Contingency (15%)
\$	887,180	Total

ENVIRONMENTAL

On August 11, 2021, the City Council found the project categorically exempt pursuant to the State Guidelines for Implementation of the California Environmental Quality Act (CEQA) and approved the filling of the Notice of Exemption.

SUMMARY

Upon approval of the recommended actions, staff will execute the contract agreement with All American Asphalt and coordinate the completion of the Project. Sufficient appropriations exist in various accounts – based on funding source – and therefore no budget amendments are needed.

ATTACHMENT (S):

- A. Attachment A – Bid Summary
- B. Attachment B – Construction Contract Agreement



City of Montebello
Department of Public Works
1600 W. Beverly Boulevard
Montebello, CA 90640
(323) 887-4555

BID SUMMARY

VARIOUS STREET IMPROVEMENT PROJECT

FY 2020-2021

CP 881, RFB #21-31

September 8, 2021

				Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4		Bidder No. 5		Bidder No. 6		Bidder No. 7		Bidder No. 8		Bidder No. 9	
				Sequel Contractors, Inc.		Gentry Brothers, Inc.		ONYX Paving Co.		All American Asphalt		Copp Contracting, Inc.		Sully-Miller Contracting Company		Excel Paving		Vido Samarzich, Inc.		Hardy & Harper, Inc.	
ITEM No.	BID ITEM	UNITS	QTY.	BID PRICE	TOTAL AMT.	BID PRICE	TOTAL AMT.	BID PRICE	TOTAL AMT.	BID PRICE	TOTAL AMT.	BID PRICE	TOTAL AMT.	BID PRICE	TOTAL AMT.	BID PRICE	TOTAL AMT.	BID PRICE	TOTAL AMT.	BID PRICE	TOTAL AMT.
1	Montebello Demonstration (not to exceed 3% of total of all other prime contract Bid)	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 7,500.00	\$ 7,500.00	\$ 20,000.00	\$ 20,000.00	\$ 25,283.37	\$ 25,283.37	\$ 26,000.00	\$ 26,000.00	\$ 20,000.00	\$ 20,000.00	\$ 13,200.61	\$ 13,200.61
2	Traffic Control	1	LS	\$ 22,500.00	\$ 22,500.00	\$ 113,529.13	\$ 113,529.13	\$ 48,000.00	\$ 48,000.00	\$ 10,304.49	\$ 10,304.49	\$ 16,950.00	\$ 16,950.00	\$ 71,500.00	\$ 71,500.00	\$ 142,100.00	\$ 142,100.00	\$ 45,000.00	\$ 45,000.00	\$ 83,469.93	\$ 83,469.93
3	Sawcut and Remove Existing Concrete Sidewalk	2,432	SF	\$ 3.25	\$ 7,904.00	\$ 4.00	\$ 9,728.00	\$ 3.21	\$ 7,806.72	\$ 3.85	\$ 9,363.20	\$ 4.00	\$ 9,728.00	\$ 4.50	\$ 10,944.00	\$ 2.00	\$ 4,864.00	\$ 3.00	\$ 7,296.00	\$ 4.50	\$ 10,944.00
4	Sawcut and Remove Existing Brick Pavers	32	SF	\$ 8.00	\$ 256.00	\$ 4.00	\$ 128.00	\$ 5.00	\$ 160.00	\$ 45.00	\$ 1,440.00	\$ 30.00	\$ 960.00	\$ 36.50	\$ 1,168.00	\$ 5.00	\$ 160.00	\$ 4.00	\$ 128.00	\$ 64.00	\$ 2,048.00
5	Sawcut and Remove Existing Concrete Curb and Gutter	1,174	LF	\$ 36.00	\$ 42,264.00	\$ 8.00	\$ 9,392.00	\$ 21.00	\$ 24,654.00	\$ 9.25	\$ 10,859.50	\$ 29.00	\$ 34,046.00	\$ 22.00	\$ 25,828.00	\$ 21.00	\$ 24,654.00	\$ 20.00	\$ 23,480.00	\$ 26.00	\$ 30,524.00
6	Sawcut and Remove Existing Concrete Driveway Approach	2,432	SF	\$ 3.25	\$ 7,904.00	\$ 5.00	\$ 12,160.00	\$ 3.75	\$ 9,120.00	\$ 3.25	\$ 7,904.00	\$ 5.00	\$ 12,160.00	\$ 2.25	\$ 5,472.00	\$ 3.00	\$ 7,296.00	\$ 4.00	\$ 9,728.00	\$ 6.46	\$ 15,710.72
7	Sawcut and Remove Existing Concrete Curb Ramp	21	EA	\$ 550.00	\$ 11,550.00	\$ 800.00	\$ 16,800.00	\$ 1,450.00	\$ 30,450.00	\$ 890.00	\$ 18,690.00	\$ 2,200.00	\$ 46,200.00	\$ 682.00	\$ 14,322.00	\$ 576.00	\$ 12,096.00	\$ 750.00	\$ 15,750.00	\$ 3,145.00	\$ 66,045.00
8	Sawcut and Remove Existing Concrete Cross Gutter	1,203	SF	\$ 12.50	\$ 15,037.50	\$ 5.00	\$ 6,015.00	\$ 5.25	\$ 6,315.75	\$ 7.25	\$ 8,721.75	\$ 10.00	\$ 12,030.00	\$ 5.25	\$ 6,315.75	\$ 8.00	\$ 9,624.00	\$ 6.00	\$ 7,218.00	\$ 9.00	\$ 10,827.00
9	Sawcut and Remove Existing Concrete pavement, Base, Subgrade	32	SF	\$ 25.00	\$ 800.00	\$ 6.00	\$ 192.00	\$ 10.00	\$ 320.00	\$ 45.00	\$ 1,440.00	\$ 12.00	\$ 384.00	\$ 77.00	\$ 2,464.00	\$ 7.00	\$ 224.00	\$ 5.00	\$ 160.00	\$ 11.00	\$ 352.00
10	Sawcut and Remove Existing Concrete Alley Intersection	2,211	SF	\$ 9.00	\$ 19,899.00	\$ 5.00	\$ 11,055.00	\$ 4.50	\$ 9,949.50	\$ 5.00	\$ 11,055.00	\$ 8.00	\$ 17,688.00	\$ 6.00	\$ 13,266.00	\$ 8.00	\$ 17,688.00	\$ 6.00	\$ 13,266.00	\$ 8.68	\$ 19,191.48
11	Sawcut and Remove Existing Catch Basin Curb Opening and Local Depression	5	LF	\$ 75.00	\$ 375.00	\$ 50.00	\$ 250.00	\$ 200.00	\$ 1,000.00	\$ 144.00	\$ 720.00	\$ 600.00	\$ 3,000.00	\$ 150.00	\$ 750.00	\$ 40.00	\$ 200.00	\$ 1,000.00	\$ 5,000.00	\$ 70.00	\$ 350.00
12	Cold Mill Existing Asphalt concrete (AC) pavement (1.5" depth)	144,253	SF	\$ 0.30	\$ 43,275.90	\$ 0.35	\$ 50,488.55	\$ 0.21	\$ 30,293.13	\$ 0.22	\$ 31,735.66	\$ 0.26	\$ 37,505.78	\$ 0.30	\$ 43,275.90	\$ 0.24	\$ 34,620.72	\$ 0.23	\$ 33,178.19	\$ 0.26	\$ 37,505.78
13	Prune Tree Roots and Install Root Barriers	19	EA	\$ 365.00	\$ 6,935.00	\$ 500.00	\$ 9,500.00	\$ 500.00	\$ 9,500.00	\$ 498.00	\$ 9,462.00	\$ 525.00	\$ 9,975.00	\$ 843.00	\$ 16,017.00	\$ 480.00	\$ 9,120.00	\$ 550.00	\$ 10,450.00	\$ 495.00	\$ 9,405.00
14	Sawcut and remove existing AC Pavement, Base, Subbase and Native Soil	1,168	CY	\$ 45.00	\$ 52,560.00	\$ 40.00	\$ 46,720.00	\$ 56.56	\$ 66,062.08	\$ 63.00	\$ 73,584.00	\$ 57.00	\$ 66,576.00	\$ 38.00	\$ 44,384.00	\$ 37.00	\$ 43,216.00	\$ 42.00	\$ 49,056.00	\$ 38.11	\$ 44,512.48
15	Sawcut and remove existing AC Pavement, Base, Subbase and Native soil	14	CY	\$ 60.00	\$ 840.00	\$ 40.00	\$ 560.00	\$ 260.00	\$ 3,640.00	\$ 154.00	\$ 2,156.00	\$ 245.00	\$ 3,430.00	\$ 106.00	\$ 1,484.00	\$ 180.00	\$ 2,520.00	\$ 500.00	\$ 7,000.00	\$ 412.00	\$ 5,768.00
16	Construct Concrete Sidewalk	2,432	SF	\$ 6.80	\$ 16,537.60	\$ 6.00	\$ 14,592.00	\$ 5.43	\$ 13,205.76	\$ 3.75	\$ 9,120.00	\$ 8.00	\$ 19,456.00	\$ 7.50	\$ 18,240.00	\$ 9.00	\$ 21,888.00	\$ 7.00	\$ 17,024.00	\$ 7.50	\$ 18,240.00
17	Construct Brick Pavers	32	SF	\$ 25.00	\$ 800.00	\$ 15.00	\$ 480.00	\$ 27.00	\$ 864.00	\$ 119.00	\$ 3,808.00	\$ 80.00	\$ 2,560.00	\$ 88.00	\$ 2,816.00	\$ 30.00	\$ 960.00	\$ 12.00	\$ 384.00	\$ 103.00	\$ 3,296.00
18	Construct Concrete Curb and Gutter	1,174	LF	\$ 32.00	\$ 37,568.00	\$ 50.00	\$ 58,700.00	\$ 31.00	\$ 36,394.00	\$ 34.50	\$ 40,503.00	\$ 33.00	\$ 38,742.00	\$ 37.00	\$ 43,438.00	\$ 52.00	\$ 61,048.00	\$ 65.00	\$ 76,310.00	\$ 45.00	\$ 52,830.00
19	Construct Concrete Driveway Approach	2,432	SF	\$ 8.00	\$ 19,456.00	\$ 7.00	\$ 17,024.00	\$ 8.50	\$ 20,672.00	\$ 13.50	\$ 32,832.00	\$ 8.00	\$ 19,456.00	\$ 7.00	\$ 17,024.00	\$ 13.00	\$ 31,616.00	\$ 12.00	\$ 29,184.00	\$ 11.00	\$ 26,752.00
20	Construct Concrete Curb Ramp	21	EA	\$ 3,100.00	\$ 65,100.00	\$ 3,500.00	\$ 73,500.00	\$ 3,350.00	\$ 70,350.00	\$ 3,761.00	\$ 78,981.00	\$ 3,300.00	\$ 69,300.00	\$ 2,900.00	\$ 60,900.00	\$ 4,100.00	\$ 86,100.00	\$ 3,500.00	\$ 73,500.00	\$ 5,310.00	\$ 111,510.00
21	Furnish and Install Detectable Warning Surface (Truncated Domes)	7	EA	\$ 600.00	\$ 4,200.00	\$ 400.00	\$ 2,800.00	\$ 1,000.00	\$ 7,000.00	\$ 2,043.00	\$ 14,301.00	\$ 900.00	\$ 6,300.00	\$ 900.00	\$ 6,300.00	\$ 510.00	\$ 3,570.00	\$ 700.00	\$ 4,900.00	\$ 518.00	\$ 3,626.00
22	Construct Concrete Pavement	32	SF	\$ 16.00	\$ 512.00	\$ 9.00	\$ 288.00	\$ 27.00	\$ 864.00	\$ 104.00	\$ 3,328.00	\$ 30.00	\$ 960.00	\$ 105.00	\$ 3,360.00	\$ 45.00	\$ 1,440.00	\$ 20.00	\$ 640.00	\$ 19.00	\$ 608.00
23	Construct Concrete Cross Gutter	1,203	SF	\$ 11.00	\$ 13,233.00	\$ 9.00	\$ 10,827.00	\$ 11.00	\$ 13,233.00	\$ 14.00	\$ 16,842.00	\$ 13.00	\$ 15,639.00	\$ 12.00	\$ 14,436.00	\$ 19.00	\$ 22,857.00	\$ 12.00	\$ 14,436.00	\$ 15.00	\$ 18,045.00
24	Construct Concrete Alley Intersection	2,211	SF	\$ 8.50	\$ 18,793.50	\$ 8.00	\$ 17,688.00	\$ 10.00	\$ 22,110.00	\$ 20.00	\$ 44,220.00	\$ 9.00	\$ 19,899.00	\$ 7.00	\$ 15,477.00	\$ 16.00	\$ 35,376.00	\$ 12.00	\$ 26,532.00	\$ 15.00	\$ 33,165.00
25	Construct Catch Basin Curb Opening and Local Depression	5	LF	\$ 65.00	\$ 325.00	\$ 50.00	\$ 250.00	\$ 1,200.00	\$ 6,000.00	\$ 1,831.00	\$ 9,155.00	\$ 1,200.00	\$ 6,000.00	\$ 415.00	\$ 2,075.00	\$ 400.00	\$ 2,000.00	\$ 3,500.00	\$ 17,500.00	\$ 120.00	\$ 600.00
26	Provide and Place 12" Thick Native Soil (2 Lifts)	6	CY	\$ 150.00	\$ 900.00	\$ 60.00	\$ 360.00	\$ 200.00	\$ 1,200.00	\$ 386.00	\$ 2,316.00	\$ 300.00	\$ 1,800.00	\$ 175.00	\$ 1,050.00	\$ 110.00	\$ 660.00	\$ 600.00	\$ 3,600.00	\$ 618.00	\$ 3,708.00
27	Provide and Place 10" Crushed Miscellaneous Base (CMB)	10	CY	\$ 70.00	\$ 700.00	\$ 55.00	\$ 550.00	\$ 56.56	\$ 565.60	\$ 347.00	\$ 3,470.00	\$ 150.00	\$ 1,500.00	\$ 190.00	\$ 1,900.00	\$ 110.00	\$ 1,100.00	\$ 350.00	\$ 3,500.00	\$ 309.00	\$ 3,090.00
28	Provide and Place 6" Crushed Miscellaneous Base (CMB)	119	CY	\$ 250.00	\$ 29,750.00	\$ 45.00	\$ 5,355.00	\$ 56.56	\$ 37,782.08	\$ 97.00	\$ 11,543.00	\$ 90.00	\$ 10,710.00	\$ 135.00	\$ 16,065.00	\$ 142.00	\$ 16,898.00	\$ 230.00	\$ 27,370.00	\$ 204.00	\$ 24,276.00
29	Provide and Place 4" Crushed Miscellaneous Base (CMB)	668	CY	\$ 45.00	\$ 30,060.00	\$ 45.00	\$ 30,060.00	\$ 56.56	\$ 37,782.08	\$ 85.50	\$ 43,754.00	\$ 58.23	\$ 38,897.64	\$ 48.00	\$ 32,064.00	\$ 44.00	\$ 29,392.00	\$ 70.00	\$ 46,760.00	\$ 62.00	\$ 41,416.00
30	Construct AC Base Course (2.5" Thick)	3	TON	\$ 350.00	\$ 1,050.00	\$ 73.00	\$ 219.00	\$ 89.89	\$ 269.67	\$ 2,007.00	\$ 6,021.00	\$ 800.00	\$ 2,400.00	\$ 308.00	\$ 924.00	\$ 90.00	\$ 2,700.00	\$ 550.00	\$ 1,650.00	\$ 515.00	\$ 1,545.00
31	Construct 1.5" Thick ARHM Overlay	1,308	TON	\$ 100.00	\$ 130,800.00	\$ 88.00	\$ 115,104.00	\$ 89.89	\$ 117,576.12	\$ 84.50	\$ 110,526.00	\$ 96.35	\$ 126,025.80	\$ 104.50	\$ 136,686.00	\$ 96.00	\$ 125,568.00	\$ 110.00	\$ 143,880.00	\$ 102.00	\$ 133,416.00
32	Construct 3" Thick ARHM Overlay	980	TON	\$ 90.00	\$ 88,200.00	\$ 88.00	\$ 86,240.00	\$ 89.89	\$ 88,092.20	\$ 86.08	\$ 84,358.40	\$ 89.35	\$ 87,563.00	\$ 130.00	\$ 127,400.00	\$ 90.00	\$ 88,200.00	\$ 110.00	\$ 107,800.00	\$ 94.00	\$ 92,120.00
33	Adjust Existing Storm Drain/ Sewer/ Utility Manhole Frames and Covers to Finished Grade	31	EA	\$ 525.00	\$ 16,275.00	\$ 600.00	\$ 18,600.00	\$ 1,000.00	\$ 31,000.00	\$ 778.00	\$ 24,118.00	\$ 1,000.00	\$ 31,000.00	\$ 475.00	\$ 14,725.00	\$ 700.00	\$ 21,700.00	\$ 1,050.00	\$ 32,550.00	\$ 968.00	\$ 30,008.00
34	Adjust Existing Water Valve Cans and Covers to Finished Grade	24	EA	\$ 100.00	\$ 2,400.00	\$ 100.00	\$ 2,400.00	\$ 500.00	\$ 12,000.00	\$ 500.00	\$ 12,000.00	\$ 250.00	\$ 6,000.00	\$ 425.00	\$ 10,200.00	\$ 450.00	\$ 10,800.00	\$ 900.00	\$ 21,600.00	\$ 815.00	\$ 19,560.00
35	Adjust Existing Water Meter Box and Cover to Finished Grade, Replace Broken Cover/Box	1	EA	\$ 200.00	\$ 200.00	\$ 100.00	\$ 100.00	\$ 1,000.00	\$ 1,000.00	\$ 1,777.00	\$ 1,777.00	\$ 500.00	\$ 500.00	\$ 895.00	\$ 895.00	\$ 450.00	\$ 450.00	\$ 1,200.00	\$ 1,200.00	\$ 1,030.00	\$ 1,030.00
36	Traffic Striping, Markings, Curb Painting, and Signs	1	LS	\$ 8,500.00	\$ 8,500.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 7,624.00	\$ 7,624.00	\$ 7,600.00	\$ 7,600.00	\$ 7,030.00	\$ 7,030.00	\$ 7,350.00	\$ 7,350.00	\$ 10,000.00	\$ 10,000.00	\$ 8,105.00	\$ 8,105.00
37	Install Public Improvement Project Signs	4	EA	\$ 1,500.00	\$ 6,000.00	\$ 900.00	\$ 3,600.00	\$ 1,500.00	\$ 6,000.00	\$ 1,037.00	\$ 4,148.00	\$ 875.00	\$ 3,500.00	\$ 1,200.00	\$ 4,800.00	\$ 300.00	\$ 1,200.00	\$ 1,500.00	\$ 6,000.00	\$ 770.00	\$ 3,080.00
38	Provide Construction Survey	1	LS	\$ 28,000.00	\$ 28,000.00	\$ 6,000.00	\$ 6,000.00	\$ 21,819.75	\$ 21,819.75	\$ 28,319.00	\$ 28,319.00	\$ 10,000.00	\$ 10,000.00	\$ 17,500.00	\$ 17,500.00	\$ 27,300.00	\$ 27,300.00	\$ 22,000.00	\$ 22,000.00	\$ 28,120.00	\$ 28,120.00
39	Provide Material Testing Services as Directed by the Engineer - Allowance	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
	TOTAL BASE BID				\$ 771,460.50		\$ 785,254.68		\$ 796,000.00		\$ 803,000.00		\$ 821,441.22		\$ 842,779.02		\$ 939,555.72		\$ 940,030.19		\$ 1,013,000.00

**CITY OF MONTEBELLO
CONTRACT AGREEMENT**

FOR

Various Streets Improvement Project

**FY 2020/2021
C.P. No. 881**

IN THE CITY OF MONTEBELLO

This Contract Agreement is made and entered into for the above stated project this **13th day of October, 2021**, BY AND BETWEEN the **City of Montebello**, as AGENCY, and **Sequel Contractors, Inc.**; as CONTRACTOR. WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and appendices, together with this Contract Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to insure its completion in acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the unit or lump sum prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work and fulfill the obligations according to the terms and conditions

herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.

ARTICLE V

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions.

ARTICLE VI

CONTRACTOR agrees to indemnify, defend and hold harmless AGENCY and all of its officers and agents from any claims, demand, or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder

ARTICLE VII

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having principal interest herein.

ARTICLE VIII

CONTRACTOR shall take and assume all responsibility for the work. CONTRACTOR shall bear all losses and damages directly or indirectly resulting to him, to the City, or to others on account of the performance under this contract, or the character of the work, accidents or any other causes whatsoever.

CONTRACTOR shall assume the defense and indemnify and save harmless the City, its officers, employees and Engineer from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from performance of this contract or work, regardless of responsibility for negligence; from any and all claims, loss, damage, injury, and liability, howsoever the same may be caused, resulting directly or indirectly from the nature of the work covered by this contract, or CONTRACTOR's performance thereunder, regardless of responsibility for negligence.

ARTICLE IX

STATE LABOR CODE. Contractor agrees to abide by the provisions of the State Labor Code, and to comply with the prevailing rates of wages and apprenticeship employment standards established by the State Director of Industrial Relations and /or the requirements of the federal government and applicable federal wage rates.

The total contract price of this agreement is \$771,460.50 based on estimated quantities given on the Bid Sheet.

ARTICLE X

The total contract construction period for this project is **sixty (60) working days** from the effective date of Notice-to-Proceed to be issued by the AGENCY.

ARTICLE XI (PREVAILING WAGES)

(a) Contractor agrees to comply with the provisions of California Labor Code Section 1773.8, which requires the payment of travel and subsistence payments to each worker needed to execute the work to the extent required by law.

(b) Contractor agrees to comply with the provisions of California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the Agency, forfeit no more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by a subcontractor.

(c) Contractor agrees to comply with the provisions of California Labor Code Section 1776 which requires Contractor and each subcontractor to (i) keep accurate payroll records, (ii) certify and make such payroll records available for inspection as provided by Section 1776, and (iii) inform the Agency of the location of the records. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.

(d) Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that the Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

(e) Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours without approval of the City. The Contractor shall, as a penalty to the Agency, forfeit twenty-five dollar (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day or portion thereof during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division, 2, Part 7, Chapter 1, Article 3 of the California Labor Code. The Contractor may, with the approval of the City Engineer, use his employees to carry out work on the project beyond the normal eight (8) hour workday and on Saturdays, Sundays and Holidays provided the employees are paid at the following hourly rates:

For Daytime Work

- Week days (Monday through Fridays) after eight (8) hours daily and not to exceed twelve (12) hours daily total per day and not exceeding forty-eight (48) hours work in a seven (7) day period week at one and one-half (1.5) times the prevailing hourly wage for the initial eight (8) hours of regular work time for the time worked after the initial eight (8) hours regular time.
- Saturdays, Sundays and Holidays for time worked after forty (40) hours of regular work time in a seven (7) day period week at the rate of two (2.0) times the prevailing hourly wage for the initial eight (8) hours of regular weekday

work time and not to exceed a total of forty-eight (48) hours of work within the seven (7) day work week period.

(f) California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker’s compensation or under self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.”

Liquidated Damages: The liquidated damages value is hereby amended to be \$250.00 per day.

ARTICLE XII (PROMPT PAYMENT)

Prompt Progress Payment to Subcontractors

Attention is directed to Section 7108.5 of the California Business and Professions Code, which requires a prime contractor or subcontractor to pay any subcontractor not later than 10 days of receipt of each progress payment, unless otherwise agreed to in writing. In addition, Federal Regulation (49 CFR 26.29) requires a prime contractor or subcontractor to pay a subcontractor no later than 30 days of receipt of each payment, unless any delay or postponement of payment among the parties takes place only for good cause and with the prior written approval of the agency. Section 7108.5 of the California Business and Professions Code also contains enforcement actions and penalties.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in triplicate by setting hereunto their names, titles, hands, and seals this _____ day of _____, 20____.

CONTRACTOR: _____

(Title)

Contractor’s License No. _____

AGENCY Business License No. _____

Federal Tax Identification No.: _____

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

AGENCY: _____

Rene Bobadilla, City Manager

ATTESTED: _____

Christopher Jimenez, City Clerk, City of Montebello

Date _____

ATTESTED: _____
Arnold M. Glasman-Alvarez, City Attorney of the City of Montebello

FAITHFUL PERFORMANCE BOND

FOR

Various Streets Improvement Project

FY 2020/2021

C.P. No. 881

IN THE CITY OF MONTEBELLO

KNOW ALL MEN BY THESE PRESENTS that _____
_____ as CONTRACTOR and
_____, as SURETY, are held and
firmly bound unto the City of Montebello, as AGENCY, in the penal sum of
_____ dollars
(\$ _____), which is one-hundred percent (100%) of the total contract amount for the above
stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly
and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been
awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above stated
project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract documents
in the manner and time specified therein, then this obligation shall be null and void, otherwise it shall
remain in full force and effect in favor of AGENCY; provided that any alterations in the obligations or
time for completion made pursuant to the terms of the contract documents shall not in any way release
either CONTRACTOR or SURETY, and notice of such alterations is hereby waived by SURETY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this _____
day of _____, 20____.

CONTRACTOR* _____

SURETY* _____

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

* Provide CONTRACTOR/SURETY name, address and telephone number and the name, title, address and telephone number of authorized representative.

MATERIAL AND LABOR BOND

FOR

Various Streets Improvement Project

FY 2020/2021

C.P. No. 881

IN THE CITY OF MONTEBELLO

KNOW ALL MEN BY THESE PRESENTS that _____, as CONTRACTOR, and _____, as SURETY, are held and firmly bound unto the City of Montebello, as AGENCY, in the penal sum of _____ dollars (\$ _____), which is fifty percent (50%) of the total contract amount for the above stated project, for payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above stated project, if CONTRACTOR or any subcontractor fails to pay for any labor or material of any kind used in the performance of the work to be done under said contract, or fails to submit amounts due under the State Unemployment Insurance Act with respect to said labor, SURETY will pay for the same in an amount not exceeding the sum set forth above, which amount shall inure to the benefit of all persons entitled to file claims under the State Code of Civil Procedures; provided that any alteration made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of said alterations is hereby waived by SURETY.

IN WITNESS WHEREOF the parties have set their names, titles, hands, and seals this _____ day of _____, 20_____.

CONTRACTOR* _____

SURETY* _____

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

* Provide CONTRACTOR/SURETY name, address and telephone number and the name, title, address and telephone number of authorized representative.



CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Michael Solorza, Finance Director
Brad Keller, Chief of Police

SUBJECT: **Request to Purchase Desktop Computers for Essential Public Safety Services**

DATE: October 27, 2021

RECOMMENDATION (S):

It is recommended that City Council approve the issuance of a Purchase Order to CDW-Government, LLC (CDW-G) to purchase sixty-three (63) desktop computers in an amount not to exceed \$81,125.

FISCAL IMPACT

The total estimated amount of this purchase shall not exceed \$81,125. Sufficient funds for this expenditure are available in account code: 230-99-847-6010.50 (Asset/Drug Enforcement – Non-Departmental – Justice Department – Computer Hardware). Staff will process a budget adjustment to move funding to the appropriate account. This fund has sufficient appropriations for this purchase, therefore a budget amendment is not needed.

The Department requests approval of this purchase using the terms and conditions identified in the National IPA Technology Solutions Contract No. 2018011-01. This competitively bid contract was established between the City of Mesa (Arizona) and CDW-G. Under Montebello Municipal Code Chapter 3.20.125, Piggybacking Purchasing Agreements, the City can establish a purchase order with CDW-G using the same terms and conditions.

BACKGROUND

The Police Department is requesting to replace aging desktop computers. Information Technology Division staff members conducted an inventory check to determine which

Request to Purchase Desktop Computers for Essential Public Safety Services

Page 2 of 2

computers required replacement due to reaching their life expectancy. The aging computers have slow response times which has increased service hours and lowered productivity of Police Department personnel. The inventory review found that all computers needed replacement.

If this purchase is approved, the Police Department would have access to sufficient funds to replace sixty-three (63) desktop computers within the Department's four (4) divisions.

ANALYSIS

Staff research indicates that the most efficient and economical method to acquire the necessary computers is to use an existing agreement between the City of Mesa and CDW-G. This contract has been competitively bid and allows the Department to receive the computers as soon as possible (Contract No. 2018011-01).

SUMMARY

Staff recommends that the City Council authorize the purchase of sixty-three (63) desktop computers in the amount not to exceed \$81,125, using Asset Forfeiture Funds (Account No. 230-99-847-6010.50).

ATTACHMENT (S):

- A. Attachment A – National IPA Technology Solutions Contract No. 2018011-01
- B. Attachment B – CDW-G Price Quote

City of Mesa, AZ

Contract # 2018011-01

for

Information Technology Solutions and Services

with

CDW Government, LLC

Effective: March 1, 2018

ATTACHMENT A

The following documents comprise the executed contract between the City of Meza, AZ and CDW Government, LLC., effective March 1, 2018:

- I. Executed Contract
- II. Mayor and Council Approval
- III. Supplier Response
- IV. Original RFP



COUNCIL MINUTES

February 5, 2018

The City Council of the City of Mesa met in a Regular Council Meeting in the Council Chambers, 57 East 1st Street, on February 5, 2018 at 5:45 p.m.

COUNCIL PRESENT

John Giles
David Luna
Mark Freeman
Christopher Glover
Francisco Heredia
Kevin Thompson
Jeremy Whittaker

COUNCIL ABSENT

None

OFFICERS PRESENT

Christopher Brady
Dee Ann Mickelsen
Jim Smith

Mayor's Welcome.

Invocation by Pastor Ben Diaz with Palabra de Vida (Word of Life).

Pledge of Allegiance was led by Councilmember Thompson.

Awards, Recognitions and Announcements.

There were no awards, recognitions or announcements.

1. Take action on all consent agenda items.

All items listed with an asterisk (*) will be considered as a group by the City Council and will be enacted with one motion. There will be no separate discussion of these items unless a Councilmember or citizen requests, in which event the item will be removed from the consent agenda and considered as a separate item. If a citizen wants an item removed from the consent agenda, a blue card must be completed and given to the City Clerk prior to the Council's vote on the consent agenda.

It was moved by Councilmember Thompson, seconded by Councilmember Glover, that the consent agenda items be approved.

Carried unanimously.

*2. Approval of minutes from previous meetings as written.

Minutes from the January 8, 11, and 22, 2018 Council meetings.

3. Take action on the following liquor license applications:

*3-a. It Ain't Chemo

This is a one-day event to be held on Saturday, February 10, 2018 from 9:00 A.M. to 9:00 P.M. at Riverview Park, 2100 West Rio Salado Parkway. **(District 1)**

*3-b. AMC Superstition East 12

A multi-screen cinema is requesting a new Series 6 Bar License for American Multi-Cinema Inc., 1935 South Signal Butte Road - Andrea Dahlman Lewkowitz, agent. There is no existing license at this location. **(District 6)**

*3-c. ATL Wings

A restaurant that serves lunch and dinner is requesting a new Series 12 Restaurant License for Stapley Wings LLC, 1455 South Stapley Drive, Suites 22-24 - Andrea Dahlman Lewkowitz, agent. The existing license held by Mark Killian, sole proprietor, will revert to the State. **(District 4)**

*3-d. Elgin Distillery

This is a one-day craft distillery festival to be held on Saturday, March 3, 2018 from 9:00 A.M. to 4:00 P.M. at Sunland Village, 4601 East Dolphin Avenue. **(District 2)**

*3-e. Village of Elgin Winery

This is a one-day wine festival event to be held on Saturday, March 3, 2018 from 9:00 A.M. to 4:00 P.M. at Sunland Village, 4601 East Dolphin Avenue. **(District 2)**

4. Take action on the following off-track betting license application:

*4-a. Turf Paradise, TP Racing LLLP

New Off-Track Betting License for Turf Paradise, TP Racing LLLP to telecast at Moose & Bear, located at 118 East McKellips Road, Suite 103, TB Concepts LLC. Applicant: Vincent Acri Francia. **(District 1)**

5. Take action on the following contracts:

*5-a. One-Year Renewal to the Term Contract for Executive Physicals for Citywide Departments as requested by the Human Resources Department. **(Citywide)**

This contract provides annual physicals for the City's executive staff as a means of maintaining optimum health. There are approximately 65-70 positions eligible to participate in this program.

The Human Resources Department and Purchasing recommend authorizing the renewal contract with Banner Occupational Health Clinics, at \$88,500, based on estimated usage.

ATTACHMENT A

- *5-b. One-Year Renewal to the Term Contract for Deceased Animal Collection Services for the Community Services Department. **(Citywide)**

This contract provides a vendor to collect and dispose of deceased animals up to 150 pounds that are reported within the City. The contractor is responsible for the proper disposal by cremation or other means in accordance with the standards and methods approved by the Maricopa County Health Department.

The Community Services Department and Purchasing recommend authorizing the renewal contract with APM/Couts Enterprises, Inc., dba Arizona Pet Mortuary, at \$54,000, based on estimated usage.

- *5-c. Purchase of One Replacement Fire Apparatus, an Air Light/Rehab Unit, for the Fire and Medical Department (Sole Source). **(Citywide)**

The apparatus being replaced has met established replacement criteria and will be sold by a sealed bid process or traded-in as part of the City's fire apparatus purchase agreement with Pierce Manufacturing. In addition, Fire and Medical will trade-in two units to further offset the price for the Air/Light Rehab unit.

The Fire and Medical Department and Purchasing recommend authorizing the purchase using the City's five-year purchase agreement with Pierce Manufacturing Inc., through their designated local dealer, Hughes Fire Equipment Inc., at \$502,264.75. This purchase is funded by the Capital-General Fund and authorized 2013 Public Safety Bonds.

- *5-d. Three-Year Term Contract for Landscape Maintenance Services for Parks, Retention Basins and Sports Fields - Zones 1, 2, 3 and 4 for the Parks, Recreation and Community Facilities Department (PRCF). **(Citywide)**

These contracts provide landscape maintenance services for sports fields, parkways, medians, parks, retention basins or grounds adjacent to City facilities. The City has divided the landscaping into geographic areas known as Zones 1, 2, 3 and 4. PRCF has done an analysis to bring the work under this contract in-house and, at this time, contracting continues to be in the best financial interest of the City.

The evaluation committee recommends awarding the contract to the highest-scored proposal from Mariposa Landscape Arizona, Inc.; Zone 1, at \$1,435,319.57 annually; Zone 2, at \$959,183.45 annually; Zone 3, at \$974,364.20 annually; and Zone 4, at \$1,221,738.22 annually; based on estimated usage.

- *5-e. Three-Year Term Contract for Plumbing Services for the Parks, Recreation and Community Facilities Department. **(Citywide)**

This contract will establish a list of pre-qualified plumbing contractors to perform plumbing services on various City facilities/projects on an as-needed basis.

The evaluation committee recommends awarding the contract to the four, highest-scored proposals from Mesa Energy Systems Inc.; RKS Plumbing and Mechanical Inc.; Sun Mechanical Inc.; and W.D. Manor Mechanical Contractors, Inc.; cumulatively not to exceed \$100,000 annually, based on estimated usage.

ATTACHMENT A

- *5-f. Purchase of Furniture for the Main Library as requested by the Library Services Department. **(Citywide)**

This purchase will provide seating and tables for two new rooms at the Main Library, Teen Room and ThinkSpot. The Library worked with several vendors utilizing cooperative contracts specifying their needs and goals with this project.

The Library Services Department and Purchasing recommend authorizing the purchase using the Northern Arizona University cooperative contract with Atmosphere Commercial Interiors, at \$50,876.25.

- *5-g. Five-Year Term Contract with CDW Government, LLC and SHI International Corp. for Information Technology Solutions and Services for Various Departments throughout the City. **(Citywide)**

This contract will provide the City and participating agencies a full range of information technology solution products and services to meet varying requirements of governmental agencies. The scope of products and services available under these contracts include standard business and high-end workstations; laptop and notebook computers; network equipment; computer and network products and peripherals; monitors; various cloud, consulting, and technical support services; financing; various software products; and the contractors' comprehensive product offering.

Mesa, as the lead agency, has partnered with the National Intergovernmental Purchasing Alliance Company (National IPA) to lead this contract. The contract will be available to over 45,000 public agencies nationally. While no minimum volume is guaranteed to the suppliers, the estimated annual volume of IT Solutions purchased under this master agreement is approximately \$500 million per year. The City will receive rebates annually for administering and awarding this contract.

A committee representing the Police, and Information Technology Departments, City Manager's Office, Police-Information Technology, National IPA and Purchasing evaluated responses. The evaluation committee recommends awarding the contract to the highest-scored proposals from CDW Government, LLC and SHI International Corp., at \$3,100,000 annually, based on estimated usage.

- *5-h. One-Year Term Contract for Electrical and Lighting Supplies for the Materials and Supply Warehouse (for Citywide Departments). **(Citywide)**

Multiple departments use this Citywide contract for their miscellaneous electrical equipment and supplies.

The Business Services Department and Purchasing recommend authorizing the purchase using the State of Arizona cooperative contract with Border States Industries, Inc., at \$100,000, based on estimated usage.

- *5-i. Re-Award the Three-Year Term Contract for Microfilm Conversion Services for the Police Department. **(Citywide)**

This contract will provide services to convert Police Department data from microfilm to digital media. Police, Records Division use microfilm that is becoming worn and damaged. The previous vendor is unable to satisfactorily fulfill the contract requirements.

ATTACHMENT A

The Police Department and Purchasing recommend re-awarding the contract to the second highest scored proposal, ICM Conversions, at \$400,000 annually, based on estimated usage.

- *5-j. Purchase of Falcon District Brand Signage as requested by the Economic Development Department. **(Citywide)**

Continuing to build awareness and to promote the Falcon Field Economic Activity Area, this purchase for the Falcon District signage includes the installation of two branded monument signs to be located on Greenfield and Higley Roads, south of the 202. Additionally, the City will install utility and transit signal box wraps and will mount branded banners promoting aerospace, technology, and manufacturing on light poles around the airport.

The Economic Development Department and Purchasing recommend authorizing the purchase using the City of Peoria cooperative contract with YESCO Phoenix, at \$146,670.49. This purchase is funded by Local Streets Sales Tax.

- *5-k. Purchase of Three Replacement Rollback Trailers for the Transportation Department. **(Citywide)**

These trailers will replace three aging equipment trailers that are at the end of their service life. The trailers will meet the needs and safety requirements for transporting the large equipment required to perform street and right-of-way maintenance.

The Transportation Department and Purchasing recommend authorizing the purchase using the National Joint Powers Alliance contract with Empire Southwest (a Mesa business), at \$176,764.77. This purchase is funded by Local Streets Sales Tax.

- *5-l. One-Year Renewal to the Term Contract for Radio-Based Endpoint Encoders (for Water Meter Reading) for the Water Resources Department. **(Citywide)**

This contract provides Itron radio-based endpoint encoders and accessories purchased directly from Itron, Inc., the manufacturer. The endpoint stores 40 days of hourly reads to ensure data integrity and offers advanced customer side leak detection and reverse flow and tamper alarms. Water Utility installs approximately 540 radio-based endpoint encoders on new and existing meters annually.

The Water Resources Department and Purchasing recommend authorizing the renewal with Itron, Inc., at \$100,000, based on estimated usage.

- *5-m. Purchase of Water Treatment Plant Shop Tools and Equipment for the New Signal Butte Water Treatment Plant as requested by the Water Resources Department. **(Citywide)**

This purchase is for tools and equipment needed for the start-up and maintenance in the various shops at the new Signal Butte Water Treatment Plant.

The Water Resources Department and Purchasing recommend awarding the contract to the lowest, responsive and responsible bidders: Copper State Bolt & Nut Co. (a Mesa business); Glendale Industrial Supply, LLC, dba UNICOA Construction and Industrial Supply; Mallory Safety & Supply LLC; and W.W. Grainger, Inc.; cumulatively not to exceed \$153,000, based on estimated usage.

ATTACHMENT A

- *5-n. One-Year Renewal to the Term Contract for Fire Hydrant Water Meters for the Water Resources Department. **(Citywide)**

This contract provides 3" fire hydrant water meters to accurately measure construction water use of fire hydrants. The meters are installed by Water Utility staff to serve contractors and other customers needing to connect to City fire hydrants for temporary construction water service and dust control purposes.

The Water Resources Department and Purchasing recommend authorizing the renewal with Badger Meter Inc., dba National Meter Automation, at \$35,000, based on estimated usage.

- *5-o. Greenfield Water Reclamation Plant (GWRP), Phase III Expansion Guaranteed Maximum Price (GMP) No. 2. **(Citywide)**

The City of Mesa, Town of Gilbert, and Town of Queen Creek seek to provide an additional 14 million gallons per day annual average day flow of liquids and solids treatment capacity at the existing GWRP, complete with the required infrastructure, technology, and environmental features to ensure a reliable, efficient, and expanded plant to meet the current and future demands.

Staff recommends awarding the contract for the completion of this project to McCarthy Building Companies in the amount of \$120,302,333 and authorize a change order allowance \$6,015,117 (5%) for a total project amount of \$126,317,450. This project is funded by the Greenfield Water Reclamation Plant Joint Venture Fund, with contributions coming from its members based on usage. Mesa's portion of this GMP is \$72,229,521 and is funded by 2014 authorized Wastewater Bonds.

- *5-p. Sewer Pipe and Manhole Rehabilitation: Mesa Drive, Millet Avenue, Horne, and 6th Avenue. **(District 4)**

The existing sanitary sewer lines covered by this project were built during the 1950's and 1960's. The age of these pipes greatly increases their risk of failure and emergency repairs. This method of construction can be completed while leaving the pipe in place and without excavation. Similarly, the sewer manholes will be cleaned, repaired, and coated in place. Only the concrete adjustment rings will be removed and replaced.

Staff recommends awarding the contract for this project to the lowest, responsible bidder, B and F Contracting, Inc, in the amount of \$1,394,294.67, and authorize a change order allowance in the amount of \$139,430 (10%), for a total amount of \$1,533,724.67. Funding for this project is available from the 2014 Wastewater Bond Program.

- *5-q. Sidewalks at Railroad Crossing on Alma School. **(Districts 3 and 4)**

To continue to meet current railroad approach and clearance standards at the Alma School Road railroad crossing, additional safety improvements will need to be made. The project improvements for roadway and sidewalk approach at this location will facilitate greater public safety and needed clearances from railroad signals along with a smoother roadway crossing of the Union Pacific Railroad track. Mesa will participate in the federally-funded Railway-Highway Grade Crossing Program, and will be responsible

for adjusting the existing concrete sidewalks around the proposed cantilevers and gates, and installing concrete medians.

This project was previously awarded by Council on July 10, 2017, however, the previously selected contractor could not comply with the federal requirements and the project was released for bid a second time.

Staff recommends awarding the contract to the lowest, responsible bidder, AJP Electric, in the amount of \$149,494, plus an additional \$14,949 (10%) as a change order allowance, for a total amount of \$164,443. Funding is available from the Local Streets Sales Tax, of which 94.3% will be reimbursed by Arizona Department of Transportation (Federal) Grant under the Railway-Highway Grade Crossing.

6. Take action on the following resolutions:

- *6-a. Approving and authorizing the City Manager to submit the Second Substantial Amendment to the Fiscal Year 2017/2018 Annual Action Plan to the U.S. Department of Housing and Urban Development related to the allocation of funding obtained under the Community Development Block Grant (CDBG) program. This Amendment will allow for reallocation of \$600,000 in CDBG funds from the Senior Center Renovation Project (247 North Macdonald) to the Eagles Park Project (828 East Broadway Road). **(District 4)** – Resolution No. 11088.
- *6-b. Approving and authorizing the City Manager to enter into a Grant Agreement with the Arizona Department of Public Safety to accept \$1,335,284 in Victims of Crime Act (VOCA) grant funds. The finding will be used for salaries and expenses for the Mesa Prosecutors Office, Victim Services Unit for a three-year period. **(Citywide)** – Resolution No. 11089.
- *6-c. Approving and authorizing the City Manager to enter into a Lease Agreement with New Cingular Wireless PCS for a cellular site on a portion of 5950 East Virginia Street, also known as Mesa Fire Station 214. **(District 5)** – Resolution No. 11090.
- *6-d. Approving and authorizing the City Manager to enter into a Development Agreement for City-Share Reimbursement with PPGN-Ray, LLLP, for the reimbursement of \$100,568 for regional street and street lighting improvements that are being required by the City in conjunction with a proposed residential development known as Crismon Road at PPGN, located at 5461 South Ellsworth Road. **(District 6)** – Resolution No. 11091.
- *6-e. Approving and authorizing the City Manager to enter into an Intergovernmental Agreement with the Maricopa County, Department of Transportation for the pavement rehabilitation of Adobe Road from Higley Road to Recker Road. The City will contribute an estimated \$54,417 for the portion of the project that is within City boundaries that will be funded from the 2013 Streets Bond Program. **(District 5)** – Resolution No. 11092.
- *6-f. Approving and authorizing the City Manager to enter into First Amendments to the Development Agreement, Ground and Air Lease, and License Agreement with 3W Management, LLC, to facilitate the development of, and job creation and retention at, the City-owned property generally located at the southwest corner of Main Street and South Pomeroy and 34 South Pomeroy, which is the development commonly known as The GRID. **(District 4)** – Resolution No. 11093.

ATTACHMENT A

7. Introduction of the following ordinance and setting February 26, 2018 as the date of the public hearing on this ordinance:

- *7-a. **ZON17-00323 (District 5)** The 8800 to 8900 blocks of East Main Street (south side). Located west of Red Mountain Freeway on the south side of Main Street (16.4± acres). Rezoning from RS-43 and GC to GC-PAD; and Site Plan Review. This request will allow for the development of an RV dealership and storage facility. Jeff Welker, Welker Development Resources, applicant; Roger D. Overson, owner.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 6-0)

8. Discuss, receive public comment, and take action on the following ordinances:

- *8-a. **ZON17-00309 (District 2)** The 5200 block of East Inverness Avenue (south side). Located east of Higley Road south of the US60 Freeway (1.9 ± acres). Rezoning from RM-3-PAD to LC; and Site Plan Review. This request will allow for the development of a commercial building. John Schoenauer, HD Management, applicant; Sevilla, LLC, owner. – Ordinance No. 5419.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 7-0)

- *8-b. **ZON17-00283 (District 6)** The 7100 to 7300 blocks of East Ray Road (north side). Located east of Power Road on the north side of Ray Road (56.0± acres). Rezone from LI-AF to LI-AF-PAD. This request will allow for the development of an industrial subdivision. Omar Cervantes, XCL Engineering, LLC, applicant; Phx-Mesa Gateway Airport 193, LLC, owner. – Ordinance No. 5420.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 7-0)

- *8-c. **ZON17-00432 (District 3)** The 800 and 900 blocks of West Southern Avenue (south side), the 1200 and 1300 blocks of South Extension Road (west side), and the 800 and 900 blocks of West Grove Avenue (north side). Located at the southwest corner of Southern Avenue and Extension Road (19.3 ± acres). PAD Amendment; Site Plan Modification. This request will allow the development of a new multiple-residence building in an existing multiple-residence complex. Reese Anderson, Pew and Lake, PLC, applicant; Edward B. Frankel, Trustee of the Frankel Family Trust, owner. – Ordinance No. 5421.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 7-0)

9. Take action on the following subdivision plat:

- *9-a. "Allred Ranch" **(District 2)** The 2900 to 3100 blocks of East Southern Avenue (north side), and the 900 to 1200 blocks of South Los Alamos (west side). Located east of

Lindsay Road on the north side of Southern Avenue. 108 RSL-4.5 PAD lots (25± acres).
KB Home Phoenix, Inc., developer; Dan Auxier, EPS Group, engineer.

Items not on the Consent Agenda

10. Items from citizens present.

There were no items from citizens present.

11. Adjournment.

Without objection, the Regular Council Meeting adjourned at 5:57 p.m.

ATTEST:


DEE ANN MICKELSEN, CITY CLERK




JOHN GILES, MAYOR

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Council Meeting of the City Council of Mesa, Arizona, held on the 5th day of February, 2018. I further certify that the meeting was duly called and held and that a quorum was present.


DEE ANN MICKELSEN, CITY CLERK



AGREEMENT PURSUANT TO SOLICITATION

**CITY OF MESA AGREEMENT NUMBER 2018011
INFORMATION TECHNOLOGY SOLUTIONS & SERVICES**

CITY OF MESA, Arizona (“City”)

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466
	Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 400
	Mesa, AZ 85201
Attention	Sharon Brause, CPPO, CPPB, CPCP Senior Procurement Officer
E-Mail	Sharon.Brause@MesaAZ.gov
Phone	(480) 644-2815
Fax	(480) 644-2655

AND

CDW GOVERNMENT LLC, (“Contractor”)

Mailing Address	230 N. Milwaukee Ave
	Vernon Hills, IL 60061-9740
Remit Address	75 Remittance Dr, Suite #1515
	Chicago, IL 60675-1515
Attention	Jumana Dihui, Program Manager
E-Mail	jumdihui@cdwg.com
Phone	(312) 547-2495
Fax	(312) 705-9437
Website	www.cdwg.com

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to solicitation ("Agreement") is entered into this 28th day of February, 2018, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and **CDW GOVERNMENT LLC**, an Illinois limited liability company ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

- A. The City issued solicitation number **2018011** ("Solicitation") for **INFORMATION TECHNOLOGY SOLUTIONS & SERVICES**, to which Contractor provided a response ("Response"); and
- B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

- 1. **Term.** This Agreement is for a term beginning on **March 1, 2018** and ending on **February 28, 2023**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.
 - 1.1 **Renewals.** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of **two (2), one (1) year** periods. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
 - 1.2 **Extension for Procurement Processes.** Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a Contractor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
 - 1.3 **Delivery.** Delivery shall be made to the location(s) contained in the Scope of Work within thirty (30) days after receipt of an order. Title to Products and risk of loss or damage during shipment pass from Contractor to City upon delivery to the destination specified on the applicable purchase order (F.O.B. Destination, freight prepaid and allowed). Contractor agrees to deliver all products to be delivered F.O.B. destination, freight pre-paid and allowed to various locations throughout the City. In many cases within the City, the Contractor may be asked to deliver all products to the front counter within a given department. For special orders, the Parties agree to negotiate in good faith an alternative delivery date when necessary. Notwithstanding the foregoing, title to software will remain with the applicable licensor(s), and the City's rights therein are contained in the license agreement between such licensor(s) and the City.
- 2. **Scope of Work.** The Contractor will provide the necessary staff, services and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise

stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Parties shall perform in accordance with all terms, conditions, specifications and other requirements set forth within the Solicitation and Response unless modified herein.

3. **Orders.** Orders must be placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) procurement card; (iii) Delivery Order or Blanket Purchase Order for a requirements contract where multiple as-needed orders will be placed with the Contractor; (iv) Executed Statement of Work (SOW); or (v) Executed Cloud Service Order (CSO) Form. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement. Unless explicitly stated in a separate writing executed by the Parties, the terms and conditions on any order form, quote, or similar document provided by Contractor to the City will not take precedence over the language set forth in this Agreement or any of the documents outlined in Section 4 below.
 4. **Document Order of Precedence.** In the event of any inconsistency between the terms of the body of the Agreement, Exhibits, Solicitation, and Response, the language of the documents will control in the following order.
 - a. Amendments to the Agreement
 - b. Agreement
 - c. Exhibits
 1. Mesa Standard Terms & Conditions (Exhibit C)
 2. Pricing (Exhibit B)
 3. Scope of Work (Exhibit A)
 4. Other Exhibits not listed above
 - d. Solicitation including any addenda
 - e. Contractor's Response
 5. **Payment.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B** ("Pricing") in consideration of Contractor's performance of the Scope of Work during the Term.
 6. **Pricing.** Contractor's pricing shall be in the format of a minimum percentage discount off a verifiable price index. Contractor may submit discounts for various manufacturers. At the time of purchase, Contractor may offer deeper discounts beyond the discounted price list, based on volume or other factors, as applicable. Minimum discounts will remain firm during the entirety of the Term of the Agreement, unless the Contractor requests to increase its discount percentage, and Pricing will include all charges that may be incurred in fulfilling requirement(s). In addition to decreasing prices for the balance of the Term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. In the event a product is discontinued, Contractor will provide a product of the same or greater functionality, utilizing the discount structure.
- It is the Contractor's responsibility to provide the City with an up-to-date price list for the duration of the Agreement.
- 6.1 **Prices.** All pricing discounts shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and will include all costs of the Contractor providing the materials/service including transportation, insurance and

warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

- 6.2 **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this Section. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment; therefore, Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the sixty (60) day period prior to the expiration of the then-current term date of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the ***Consumer Price Index for All Urban Consumers*** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

- 6.3 **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the Parties. Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the Subsection 6.2. There is no guarantee the City will accept a price adjustment.

- 6.4 **Invoices.** Payment will be made to Contractor following the City's receipt of a properly completed invoice. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

- a. Contractor name, address, and contact information;
- b. City billing information;
- c. City contract number as listed on the first page of the Agreement;
- d. Invoice number and date;
- e. Payment terms;
- f. Date of service or delivery;
- g. Description of materials or services provided;
- h. If materials provided, the quantity delivered and pricing of each unit;
- i. Applicable taxes; and
- j. Total amount due.

- 6.5 **Payment of Funds.** Contractor acknowledges the City may, at its option and where available use a Procurement Card/e-Payables to make payment for orders under the Agreement; otherwise, payment will be through a traditional method of a check or Electronic Funds Transfer (EFT) as available.

- 6.6 **Disallowed Costs, Overpayment.** If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

7. **Insurance.**

- 7.1 Contractor must obtain and maintain at its expense throughout the Term of the Agreement, at a minimum, the types and amounts of insurance set forth in this Section 7 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the materials/service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.
- 7.2 Nothing in this Section 7 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.
- 7.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.
- 7.4 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the Term of the Agreement.
- 7.5 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.
- 7.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.
- 7.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.
- 7.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.
- 7.9 **Types and Amounts of Insurance.** Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:
- 7.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City

with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.

7.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence/\$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For Commercial General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

7.9.3 Automobile liability, bodily injury and property damage with a limit of \$1 million per occurrence including owned, hired and non-owned autos.

8. **Requirements Contract.** Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within three (3) business days of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of materials, or performance of services. The City reserves the right to purchase contracted items through other sources if determined in the best interests of the City to do so.

9. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor at the address listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that are attached to the Agreement as **Exhibit C**.

10. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:

- a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;
- b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;
- c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and
- d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.

11. **Mesa Standard Terms and Conditions.** **Exhibit C** to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.

12. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the

Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.

13. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.

Exhibits to this Agreement are the following:

- (A) Scope of Work / Technical Specifications
- (B) Pricing
- (C) Mesa Standard Terms and Conditions

14. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.
15. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.
16. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MESA, ARIZONA

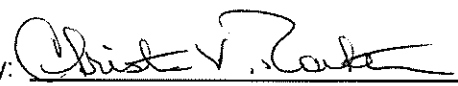
By:  Digitally signed by
Edward Quedens
Location: City of Mesa
Business Services
Date: 2018.03.02
13:18:03 -07'00'

Printed Name

Title

Date

CDW GOVERNMENT LLC

By: 

Christina V. Rother

Printed Name

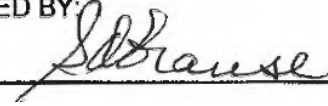
President

Title

March 1, 2018

Date

REVIEWED BY:

By: 

1. **MINIMUM REQUIREMENTS.** Contractor must meet the following minimum qualifications:
 - a. A full range of information technology solution products and services to meet varying requirements of governmental agencies.
 - b. Have a strong national presence as a computer solutions provider.
 - c. Have a distribution model capable of delivering products, free of charge, in a timely manner on a nationwide basis.
 - d. Have a demonstrated sales presence.
 - e. Ability to provide a toll-free telephone and state of the art electronic facsimile and internet ordering and billing capabilities.
 - f. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.
2. **ORDERING.** Although the City is open to alternate ordering methods, the primary methods for customers placing orders with the Contractor is through the following:
 - a. Online
 - b. Telephone
 - c. Fax
 - d. Email
3. **SCOPE OF PRODUCTS.** Contractor will provide the ability to purchase a comprehensive, wide variety of Information Technology Solution Products including, but not limited to, the following categories:
 - a. **Personal Computer Systems:** National brand name desktop PCs, notebooks and laptops from Enterprise Tier and Middle Tier Contractors that are business related computers, manufactured by companies, such as, Apple, COMPAQ, Dell, Gateway, Hewlett Packard, IBM / Lenovo and Toshiba.
 - b. **Standard Business Workstation:** These will be used for typical tasks, which will include word processing, spreadsheet analysis, database management, business graphics, statistical analysis, internet, and other office automation activities. Product will include the operating system license, software media and documentation in the hardware shipment.
 - c. **High End Workstation:** These will be used by application developers using GIS, CASE or other high-level language development tools, Computer Aided Design and Drafting professional, Internet Application developers or other sophisticated application work. Product will include the operating system license, software media and documentation in the hardware shipment.
 - d. **Laptop Computer or Notebook:** These will be used by traveling or remote access users for typical office automation and business productivity use. With a port replicator or docking station, it may also be used as a standard desktop. Product will include the operating system license, software media and documentation in the hardware shipment.
 - e. **Network Equipment:** This includes equipment primarily used for communications over an IP network. This includes layer 2 and layer 3 switches, routers, area wireless access points, point-to-point wireless access, optics, media interfaces (i.e. serial, T1, T3, OC3) and fiber channel. Class of equipment should include home office, small and medium business, and enterprise. Contractors may include, but not limited to, Cisco Systems, Dell, Juniper Networks, HP, Extreme Networks, Enterasys Networks, D-Link, Netgear, and Brocade Communications Systems.

- f. Monitors: These will include plug and play compatible monitors that are manufactured for the above systems and/or any other brand that may be specifically called for by the ordering entity and which meet the most current UL and OSHA requirements.
 - g. Computer and Network Products and Peripherals: Complete availability of major manufacturers Product lines on items such as, but not limited to RAM, graphic accelerator cards, network interface cards, cables, printers, scanners, keyboards, drives, memory cards, cables, batteries, etc.
 - h. Services:
 - i. Services means such as, consulting, technical support, trade-ins, repair, design, analysis, configuration, implementation, installation, training, and maintenance, etc. In addition, services which are related to the design, use or operation of the Products being purchased such as system configurations, testing, hardware/software installation, upgrades, imaging, etc. as described generally in this Agreement and as more particularly described in a Statement of Work or SOW (meaning a document in electronic or written form that is signed and delivered by each of the Parties for the performance of Services).
 - ii. Cloud Computing means third party cloud computing and storage services, where Contractor acts as a rebiller only and has no control over the delivery of the cloud computing and storage services. City acknowledges that the cloud service provider, and not Contractor, will be responsible for performance of the Cloud Services. Also, before Contractor can sell cloud computing and/or storage services from a third party to the City, City must execute an agreement governing said cloud computing and/or storage services with the third-party cloud services provider.
 - i. Comprehensive Product Offering: Contractor's catalog and Services set forth in Exhibit B shall be available. The City reserves the right to accept or reject any or all items offered.
 - j. Financing: Options available such as lease programs and conditional sales contracts.
4. **LICENSES**. The City may be required to sign a separate agreement, rider or End User Licensing Agreement ("EULA"), or such other terms as required by manufacturers, software publisher, or cloud service provider.
5. **DEFECTIVE PRODUCT**. All defective Products shall be replaced and exchanged by the Contractor. The cost of transportation, re-shipping or other like expenses shall be paid by the Contractor and in the case of certain, special orders, other reasonable charges may be paid by the Contractor as defined in the order or as otherwise agreed to by the Parties. All replacement Products must be received by the City within seven (7) days of initial notification, when such products are in Contractor stock; if replacement Product is not in Contractor's stock, Contractor will use commercially reasonable efforts to order the product within one (1) business day of the initial notification from the City and will ensure product is received within seven (7) days after Contractor's receipt of the product.

ATTACHMENT A

Item #	Product	Product / Group	Discount	Manufacturer Name
1)	Group 1 - Systems	1) Desktops	2.10%	All
		2) Notebooks	2.10%	All
		3) Tablets	2.25%	All
		4) Servers (1 Processor, 2 Processor, 4+ Processor, Blade, Tower, Unix, Handhelds, etc.)	4.00%	All
2)	Group 2 - Input Devices	5) Keyboards	6.75%	All
		6) Mice	6.75%	All
		7) Imaging Scanners	3.00%	All
		8) POS Scanners	3.00%	All
		9) Pointing Devices	3.50%	All
		10) Bar Code Readers	4.25%	All
		11) Audio Input	15.00%	All
		12) Input Adapters	5.00%	All
		13) PC and Network Cameras	5.50%	All
		14) Input Cables	15.00%	All
		15) Input Accessories	6.75%	All
3)	Group 3 - Output Devices	16) Displays	3.50%	All
		17) Printers	3.00%	All
		18) Inkjet Printers	3.00%	All
		19) Inkjet Photo Printers	3.00%	All
		20) Laser Printers	3.00%	All
		21) Label Printers	4.25%	All
		22) Dot Matrix Printers	3.00%	All
		23) Multi-Function Printers	3.00%	All
		24) Wide Format Printers	3.00%	All
		25) Multi-Function Inkjet Printers	3.00%	All
		26) Wide Format Printers	3.00%	All
		27) Fax Machine Printers	3.00%	All
		28) Printer Accessories	3.00%	All
		29) Projectors	3.50%	All
		30) Projector Accessories	3.50%	All
		31) Audio Input	15.00%	All
		32) Video Cards	3.50%	All

ATTACHMENT A

		33) Sound Cards	3.50%	All
		34) Output Accessories	6.75%	All
		35) Printer Consumables	3.00%	All
4)	Group 4 - Memory	36) Desktop	13.00%	All
		37) Flash	5.50%	All
		38) Networking	13.00%	All
		39) Notebook	13.00%	All
		40) Printer / Fax	13.00%	All
		41) Server	13.00%	All
5)	Group 5 - Storage Devices	42) Adapters Fiber Channel	5.50%	All
		43) Adapters FireWire / USB	5.50%	All
		44) Adapters IDE/ATA/SATA	5.50%	All
		45) Adapters RAID	5.50%	All
		46) Adapters SCSI	5.50%	All
		47) Bridges & Routers	5.50%	All
		48) Disk Arrays	5.50%	All
		49) Disk Arrays JBOD	5.50%	All
		50) Drives Magneto-Optical	5.50%	All
		51) Drives Removable Disks	5.50%	All
		52) Fiber Channel Switches	5.50%	All
		53) Hard Disks - External	5.50%	All
		54) Hard Disks - Fiber Channel	5.50%	All
		55) Hard Disks - IDE/ATA/S	5.50%	All
		56) Hard Disks - Notebook	5.50%	All
		57) Hard Disks - SCSI	5.50%	All
		58) Networking Accessories	5.50%	All
		59) Optical Drives - CD-ROM	5.50%	All
		60) Optical Drives - CD-RW	5.50%	All
		61) Optical Drives - DVD-CD	5.50%	All
		62) Optical Drives - DVD-RW	5.50%	All
		63) Storage Accessories	5.00%	All
		64) Storage - NAS	5.00%	All
		65) Storage - SAN	5.00%	All
		66) Tape Autoloaders -AIT	5.00%	All
		67) Tape Autoloaders - DAT	5.00%	All
		68) Tape Autoloaders - DLT	5.00%	All
		69) Tape Autoloaders - LTO	5.00%	All
		70) Tape Drives - 4mm	5.00%	All

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		71) Tape Drives - 8mm/VXA	5.00%	All
		72) Tape Drives - AIT	5.00%	All
		73) Tape Drives - DAT	5.00%	All
		74) Tape Drives - DLT	5.00%	All
		75) Tape Drives - LTO/Ultrium	5.00%	All
		76) Tape Drives SDLT	5.00%	All
		77) Tape Drives - Travan	5.00%	All
6)	Group 6 - Network Equipment	78) 10/100 Hubs & Switches	5.50%	All
		79) Bridges & Routers	5.50%	All
		80) Gigabit Hubs & Switches	5.50%	All
		81) Concentrators & Multiplexers	5.50%	All
		82) Hardware Firewalls	5.50%	All
		83) Intrusion Detection	5.50%	All
		84) KVM	4.00%	All
		85) Modems	5.50%	All
		86) Network Test Equipment	5.50%	All
		87) Network Adapters	5.50%	All
		88) Network Cables	15.00%	All
		89) Network Accessories	5.50%	All
		90) Repeaters & Transceivers	5.50%	All
		91) Wireless LAN Accessories	5.50%	All
		92) Token Authentication	5.50%	All
		93) 10G Fiber Optic Transceivers	5.50%	All
		94) 1G Fiber Optic Transceivers	5.50%	All
7)	Group 7 - Software	95) Licensing Packages (e.g. Microsoft)	4.00%	All
		96) Licensing Backup	4.00%	All
		97) Licensing Barcode/OC	4.00%	All
		98) Licensing Business Application	4.00%	All
		99) Licensing CAD/CAM	4.00%	All
		100) Licensing - Cloning	4.00%	All
		101) Licensing - Computer Services	4.00%	All
		102) Licensee - Database	4.00%	All
		103) Licensing - Development	4.00%	All
		104) Licensing - Entertainment	4.00%	All
		105) Licensing - Financial	4.00%	All
		106) Licensing - Flow Chart	4.00%	All
		107) Licensing - Graphic Design	4.00%	All
		108) Licensing - Handheld	4.00%	All

ATTACHMENT A

		109) Licensing - Network OS	4.00%	All
		110) Licensing - OS	4.00%	All
		111) Licensing - Personal Organization	4.00%	All
		112) Licensing - Presentation	4.00%	All
		113) Licensing - Reference	4.00%	All
		114) Licensing - Report Analysis	4.00%	All
		115) Licensing - Spreadsheet	4.00%	All
		116) Licensing - Utilities	4.00%	All
		117) Licensing - Warranties	4.00%	All
		118) Licensing - Web Development	4.00%	All
		119) Licensing - Word Processing	4.00%	All
		120) Software - Backup	4.00%	All
		121) Software - Barcode / OCR	4.00%	All
		122) Software - Business Application	4.00%	All
		123) Software - CAD/CAM	4.00%	All
		124) Software - Cloning	4.00%	All
		125) Software - Computer Services	4.00%	All
		126) Software - Database	4.00%	All
		127) Software - Development	4.00%	All
		128) Software - Entertainment	4.00%	All
		129) Software - Financial	4.00%	All
		130) Software - Flow Chart	4.00%	All
		131) Software - Graphic Design	4.00%	All
		132) Software - Handheld	4.00%	All
		133) Software - OS	4.00%	All
		134) Software - Personal Organization	4.00%	All
		135) Software - Presentation	4.00%	All
		136) Software - Reference	4.00%	All
		137) Software - Report Analysis	4.00%	All
		138) Software - Spreadsheet	4.00%	All
		139) Software - Utilities	4.00%	All
		140) Software - Warranties	4.00%	All
		141) Software - Web Development	4.00%	All
		142) Software - Word Processing	4.00%	All
8)	Group 8 - Media Supplies	143) Media - 4mm tape	5.50%	All
		144) Media - AIT tape	5.50%	All
		145) Media - DAT tape	5.50%	All
		146) Media - DLT tape	5.50%	All

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		147) Media LTO / Ultrium tape drive	5.50%	All
		148) Media - Magneto - Optical	5.50%	All
		149) Media - Optical	5.50%	All
		150) Media - SLR tape	5.50%	All
		151) Media - Travan tape	5.50%	All
		152) Media - VXA tape	5.50%	All
		153) Media - zip	5.50%	All
9)	Group 9 - Collaboration & IP Telephony	154) IP phones	4.25%	All
		155) Video conferencing products	4.25%	All
		156) Voice gateways / servers	4.25%	All
		157) Headsets	4.25%	All
		158) Audio conferencing products	4.25%	All
		159) Analog phones	4.25%	All
		160) Accessories	4.25%	All
10)	Group 10 - Other	161) Advanced Integration	3.00%	All
		162) Asset Disposal	3.00%	All
		163) Asset Management	3.00%	All
		164) Cables	15.00%	All
		165) Cables - custom	15.00%	All
		166) Cables - printer	15.00%	All
		167) Complex warranties	3.00%	All
		168) Desktop Accessories	6.75%	All
		169) Display Accessories	3.50%	All
		170) Electronic Services	3.00%	All
		171) Handheld Accessories	6.75%	All
		172) Imaging Accessories	6.75%	All
		173) Imaging - Camcorders	3.50%	All
		174) Imaging - Digital Cameras	3.50%	All
		175) Internal Lab Service	3.00%	All
		176) Lab fees	3.00%	All
		177) Managed Services	3.00%	All
		178) Miscellaneous solutions	3.00%	All
		179) Mounting hardware for vehicles	2.50%	All
		180) Networking Warranties	3.50%	All
		181) Notebook Accessories	2.50%	All
		182) Notebook Batteries	5.00%	All
		183) PC Lab order services	3.00%	All
		184) POS Accessories	4.25%	All

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	185) POS Displays	4.25%	All
	186) Power Accessories	5.00%	All
	187) Power Surge Protection	5.00%	All
	188) Power UPS	5.00%	All
	189) Server Accessories	4.00%	All
	190) Service Charge	2.00%	All
	191) System Components	13.00%	All
	192) Training Courses	3.00%	All
	193) Training Reference Manuals	3.00%	All
	194) Warranties - Electronic	3.00%	All
	195) iPad / Tablet Stylus	6.75%	All
	196) Mouse / Wrist Pads	6.75%	All
	197) Security Locks and Hardware	6.75%	All
	198) Tools	6.75%	All
	199) Document Scanner Accessories	3.00%	All
	200) Flatbed Scanners	3.00%	All
	201) Mobile Scanners	3.00%	All
	202) Network Scanners	3.00%	All
	203) Sheet fed Scanners	3.00%	All
	204) Wide Format Scanners	3.00%	All
	205) Workgroup / Department Scanner	3.00%	All
	206) Build to Order Desktops	2.10%	All
	207) Nettop	3.00%	All
	208) Point of Sale	4.25%	All
	209) Ultra Small Form Factor	2.10%	All
	210) Apple / Mac Memory Upgrades	13.00%	All
	211) Chips / SIMMs/SIPPs / ROMs	13.00%	All
	212) Computer Cases	13.00%	All
	213) CPUs / Fans	13.00%	All
	214) Memory Accessories	13.00%	All
	215) Motherboards / Chassis	13.00%	All
	216) 1 - 2 port Serial Boards	13.00%	All
	217) 3+ port Serial Boards	13.00%	All
	218) Console Server	4.00%	All
	219) Device Server	4.00%	All
	220) Terminal Server	4.00%	All
	221) Content Management	4.00%	All
	222) Firewall / VPN Appliances	5.50%	All

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	223) Multifunction Security Appliances	5.50%	All
	224) Network Camera Accessories	5.50%	All
	225) Network Cameras	5.50%	All
	226) Physical/Environmental Security	5.50%	All
	227) Security Appliance Accessories	5.50%	All
	228) Security Tokens	5.50%	All
	229) Unified Threat Management	5.50%	All
	230) 2-way Radios / Walkie Talkies	6.75%	All
	231) Apple Notebooks	2.50%	All
	232) Convertible PCs / Slate PCs / iPad	2.25%	All
	233) iPad	2.25%	All
	234) Slate Tablet Computers	2.25%	All
	235) GPS / PDA	6.75%	All
	236) Wireless Communication Devices	2.50%	All
	237) Batteries	5.00%	All
	238) Power Supplies / Adapters	5.00%	All
	239) Rackmount Equipment	5.00%	All
	240) Remote Power Management	5.00%	All
	241) Surge Suppressors	5.00%	All
	242) UPS / Battery Backup	5.00%	All
	243) 14" & smaller LCD Display	3.50%	All
	244) 15-19" LCD Display	3.50%	All
	245) 15-19" Wide LCD Display	3.50%	All
	246) 15-19" Wide LED Display	3.50%	All
	247) 20-30" LCD Display	3.50%	All
	248) 20-30" Wide LCD Display	3.50%	All
	249) 20-30" Wide LED Display	3.50%	All
	250) PCoIP and Zero Client Displays	3.50%	All
	251) Arm Mounts	3.50%	All
	252) Ceiling Mounts	3.50%	All
	253) Combo Mounts	3.50%	All
	254) Desktop Stands / Risers	3.50%	All
	255) Flat Wall Mounts	3.50%	All
	256) Mount Accessories	3.50%	All
	257) Pole Display	4.25%	All
	258) Stands / Carts / Feet	3.50%	All
	259) Tilt Wall Mounts	3.50%	All

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		260) C-Cure Products	4.00%	All																				
		261) Istar Products	5.50%	All																				
11)	Group 11 - Services	SERVICE	STANDARD HOURLY RATE	DISCOUNT FROM STANDARD RATE																				
		Design and Analysis	Please see CDW•G's Professional Services Offering below for descriptions of CDW•G's Professional Services.																					
		Configuration		%																				
		Implementation		%																				
		Installation		%																				
		Training		%																				
		Maintenance & Support		%																				
		CDW Configuration Services		5%																				
12)	Group 12 - Additional Products/Services Not Identified	Please see CDW•G's Configuration Services Pricelist below for descriptions and pricing of CDW•G's Configuration Services.																						
		Apple Products for eligible Government and Educational Entities		0.50%																				
CDW•G has conformed to the National Pricing structure aligning to National IPA's product taxonomy, however, CDW•G will manage the resultant contract according to CDW•G's Product Tree below, which shall govern all purchases and provides more breadth and a more complete representation of the CDW•G Catalog. All discounts will be applied by product category listed below to CDW•G's Nationally Advertised Pricing which is publicly verifiable at www.cdwg.com.																								
<table><tr><th>CDW•G Product Tree Categories</th><th>Discount</th></tr><tr><td>Accessories</td><td>6.75%</td></tr><tr><td>Power, Cooling & Racks</td><td>5.00%</td></tr><tr><td>Desktop Computers</td><td>3.00%</td></tr><tr><td>PC Compatible Desktop Computer</td><td>2.10%</td></tr><tr><td>PC Compatible Workstation</td><td>3.00%</td></tr><tr><td>Blade PCs</td><td>3.00%</td></tr><tr><td>RISC Processor Workstation</td><td>3.00%</td></tr><tr><td>Thin Clients</td><td>3.00%</td></tr><tr><td>Web TV Access Unit</td><td>3.00%</td></tr></table>					CDW•G Product Tree Categories	Discount	Accessories	6.75%	Power, Cooling & Racks	5.00%	Desktop Computers	3.00%	PC Compatible Desktop Computer	2.10%	PC Compatible Workstation	3.00%	Blade PCs	3.00%	RISC Processor Workstation	3.00%	Thin Clients	3.00%	Web TV Access Unit	3.00%
CDW•G Product Tree Categories	Discount																							
Accessories	6.75%																							
Power, Cooling & Racks	5.00%																							
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PC Compatible Desktop Computer	2.10%																							
PC Compatible Workstation	3.00%																							
Blade PCs	3.00%																							
RISC Processor Workstation	3.00%																							
Thin Clients	3.00%																							
Web TV Access Unit	3.00%																							

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Windows Based Terminals	3.00%
Data Storage / Drives	5.50%
Enterprise Storage	5.00%
Point of Sale/Data Capture	4.25%
Servers & Server Management	4.00%
Services (CDW Delivered)	0.00%
Notebook/Mobile Devices	2.50%
Notebook Computers	2.10%
Notebook Accessories	2.50%
Wireless Communication Devices	2.50%
Convertible PCs/Slate PCs/iPAD	2.25%
Chromebooks	0.00%
Netcomm Products	5.50%
Gigabit Switch	6.00%
Modular Switch Chassis	6.00%
Modular Switches	5.50%
Carts and Furniture	5.00%
Printing & Document Scanning	3.00%
Services (3rd Party Delivered)	0.00%
Warranties-Product Protection	3.50%
Software	4.00%
Collaboration Hardware	4.25%
Memory/System Components	13.00%
Video-Projection-Pro Audio	3.50%
Cables	15.00%
CDW Configuration Services	5.00%
Apple Products for Eligible Entities	.50%

CDW•G will work with Manufacturers and the City or Participating Agencies, as applicable, post award to ensure they are aware of and participating in special manufacturer programs.

CDW•G Account Managers will work with the City or Participating Agencies, as applicable, post award to determine if large orders qualify to receive additional discounts. These discounts are dependent on order size, delivery schedule and will be negotiated with Manufacturers.

As Apple's largest Corporate Channel Partner in the U.S., CDW•G has negotiated to offer Apple Products to Eligible Government and Educational Entities at the discount listed above and in the pricing table in this Exhibit B.

CDW•G Professional Services Offering			
Major Metro Service Areas			
Washington, DC New York City Metro Los Angeles San Francisco San Diego Boston Metro Chicago Federal Philadelphia Seattle	Raleigh Houston Tampa Atlanta National Dallas Cincinnati Detroit Minneapolis St. Louis/KC Denver Nashville Portland	Madison Wausau Milwaukee Appleton Grand Rapids Indianapolis Cleveland	
Services apply to both CDW•G executed professional services and services which are sub-contracted through a CDW•G authorized third party provider. Hourly or fixed rates will be negotiated based on the customer, geography, scope of the professional service engagement, and level of engineer required to perform the service. CDW•G will create a Statement of Work (SOW) detailing the exact scoping and pricing of the Services to be provided, which will be executed by CDW•G and the National IPA member prior to the start of Services. Sample SOW is included in our proposal. Expenses (T and E) may be an additional consideration depending on project specifics.			
Solution Domain	Discipline	Technology Domain	Role
Datacenter	Storage	Data Migration	Senior Consulting Engineer
		EMC	Senior Consulting Engineer
		IBM	Senior Consulting Engineer
		VMWare	Senior Consulting Engineer
		NetApp	Senior Consulting Engineer
Datacenter	Networking & Enterprise Networking	Infrastructure & Networking	Associate Consulting Engineer
			Consulting Engineer
			Senior Consulting Engineer
			Principal Consulting Engineer
Mobility	Client Management	Client Virtualization Endpoint Management Mobile Device Management	Technical Lead
			Associate Consulting Engineer
			Consulting Engineer
			Senior Consulting Engineer
			Principal Consulting Engineer
Security	Network Security	VDI	Technical Lead
		Citrix	Senior Consulting Engineer
			Associate Consulting Engineer
			Consulting Engineer
			Senior Consulting Engineer
Security	Network Security	Network Security	Principal Consulting Engineer
			Technical Lead
			Senior Consulting Engineer
			Consulting Engineer

ATTACHMENT A

	Security	Information Security	Information Security	Penetration Testing
				Gap Analysis (HIPAA gap, PCI Gap, NIST)
	Collaboration	Communication	Voice, Video Collaboration	Associate Consulting Engineer
				Consulting Engineer
				Senior Consulting Engineer
				Principal Consulting Engineer
				Technical Lead
	Collaboration	Engagement	Contact Center	Associate Consulting Engineer
				Consulting Engineer
				Senior Consulting Engineer
				Principal Consulting Engineer
				Technical Lead
	Collaboration	Productivity	Information Worker	Associate Consulting Engineer
				Consulting Engineer
				Senior Consulting Engineer
				Principal Consulting Engineer
				Technical Lead
	Consulting Advisory Services	Consulting Advisory Services	Consulting Advisory Services	CAS_Business_Analyst
				CAS_Consulting_Services_Architect
				CAS_Engagement_Manager
				CAS_Technology_Architect
				CAS_Business_Architect
	Project & Program Management	Project & Program Management	Project & Program Management	Project Admin
				Project Manager
				Senior Project Manager
				Program Manager

CDW•G Configuration Services

Service Group	EDC	Description	Advertised Price	Contract Discount	Contract Ceiling Price
Hardware Configurations and Priority Service					
Priority	1625768	PRIORITY SERVICE	\$ 21.99	5%	\$ 20.89
Hardware	1706188	CDW Hardware Install for Server	\$ 32.99	5%	\$ 31.34
Hardware	1706189	CDW Hardware Install for DT-LT	\$ 17.99	5%	\$ 17.09
Hardware	1820627	CDW Hardware Install for Netcom	\$ 22.99	5%	\$ 21.84
Hardware	3558560	CDW MOBILE DEVICE SIM CARD INSTALL	\$ 9.99	5%	\$ 9.49
Hardware	2437037	CDW RACK CONFIG 1 CREDIT	\$ 82.99	5%	\$ 78.84
Hardware	3803338	CDW HARDWARE INSTALL FOR PRINTER	\$ 32.99	5%	\$ 31.34
Asset Tagging					
Asset Tags	322170	CDW ASSET TAGS NO INSTALL MAIL ONLY	\$ 0.98	5%	\$ 0.93
Asset Tags	338519	CDW ASSET TAG W/O INSTALL	\$ 9.99	5%	\$ 9.49
Asset Tags	338521	CUSTOMER ASSET TAG CONFIG SERVICE	\$ 9.99	5%	\$ 9.49
Asset Tags	500814	CDW CREATE CUSTOM TAG/LABEL	\$ 29.99	5%	\$ 28.49
Asset Tags	500815	BASIC CUSTOM TAG	\$ 9.99	5%	\$ 9.49
Asset Tags	500817	INTERMEDIATE CUSTOM TAG	\$ 17.99	5%	\$ 17.09

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Asset Tags	500818	ADVANCED CUSTOM TAG	\$ 22.99	5%	\$ 21.84
Asset Tags	537315	CDW CREATED CUSTOM TAG – MAIL ONLY	\$ 1.22	5%	\$ 1.16
Asset Tags	955862	CDWG UID TAG/LABEL	\$ 9.99	5%	\$ 9.49
Asset Tags	1095109	CDW RFID TAG	\$ 61.99	5%	\$ 58.89
Asset Tags	3465262	BASIC CUSTOM TAG W/BOX DUP TAG	\$ 10.99	5%	\$ 10.44
Asset Tags	3465269	CUSTOMER ASSET TAG W/BOX DUP REQ6330	\$ 10.99	5%	\$ 10.44
Asset Tags	4347185	CUSTOMER ASSET TAG W BOX DUP REQ6247	\$ 12.99	5%	\$ 12.34
Asset Tags	3465895	INTERMEDIATE CUSTM TAG W-BOX DUP TAG	\$ 21.99	5%	\$ 20.89
Asset Tags	3982815	ADV CUSTOM TAG W/BOX DUP	\$ 24.99	5%	\$ 23.74
Configuration Service Bundles					
Bundle	2342089	CDW HW IMAGE CDW ASSET TAG-REQ1173	\$ 45.99	5%	\$ 43.69
Bundle	2342092	CDW HW IMAGE BASIC CUSTM TAG-REQ1174	\$ 52.99	5%	\$ 50.34
Bundle	2342096	CDW HW IMAG CUSTMR ASSET TAG-REQ1175	\$ 52.99	5%	\$ 50.34
Bundle	2342098	CDW IMAG CSTMR ASSET TAG PRI-REQ1176	\$ 46.99	5%	\$ 44.64
Bundle	2342102	CDW IMAGE CDW ASSET TAG PRI-REQ1177	\$ 39.99	5%	\$ 37.99
Bundle	2342106	CDW HW IMAGE PRIORITY-REQ1178	\$ 53.99	5%	\$ 51.29
Bundle	2423730	CDW HW IMAGE CDW ASSET PRI-REQ1193	\$ 53.99	5%	\$ 51.29
Bundle	2423732	CDW HW IMG BSC CSTM TAG PRI-REQ1194	\$ 59.99	5%	\$ 56.99
Bundle	2423734	CDW HW IMAG CUSTMR ASSET PRI-REQ1195	\$ 59.99	5%	\$ 56.99
Bundle	2426793	CDW IMAGE CUSTMER ASSET TAG-REQ1197	\$ 39.99	5%	\$ 37.99
Bundle	2426795	CDW IMAGE CDW ASSET TAG-REQ1198	\$ 32.99	5%	\$ 31.34
Bundle	2426798	CDW HARDWARE IMAGE DEPLOY-REQ1199	\$ 45.99	5%	\$ 43.69
Bundle	2853723	CDW IMAGE BASIC CUSTOM TAG-REQ1324	\$ 39.99	5%	\$ 37.99
Bundle	2853726	CDW IMAGE BIOS CUSTOMIZATION-REQ1325	\$ 39.99	5%	\$ 37.99
Bundle	3269810	CDW HW IMG INTRM TAG CMPTRAC REQ1901	\$ 63.99	5%	\$ 60.79
Bundle	3327808	CDW LIGHT TOUCH IMAGE DEPLOY W-VPN	\$ 42.99	5%	\$ 40.84
Bundle	4008018	LEVEL 1 IOS\ETCH INSERT REQ 5075	\$ 39.99	5%	\$ 37.99
Bundle	4008025	LEVEL 1 IOS\ETCH REQ 5076	\$ 33.99	5%	\$ 32.29
Bundle	4041681	IOS LVL1 & SRVC CUST INSERT REQ5156	\$ 28.99	5%	\$ 27.54
Bundle	4056755	INT CUST TAG&DUP + DATA CAP CONTRACT	\$ 21.99	5%	\$ 20.89
Bundle	4086733	CDW LT IMAGE DEPLOY W/VPN&BOX LABEL	\$ 44.99	5%	\$ 42.74
Bundle	4171085	COI SPECOPS & PROJECTMANGEMENT R5611	\$ 569.99	5%	\$ 541.49
Diagnostics					
Diagnostics	214266	CDW BURN IN 12 HOURS	\$ 21.99	5%	\$ 20.89
Imaging					
Imaging	195856	CDW INSTALLING CUSTOM SERVER IMAGE	\$ 113.99	5%	\$ 108.29
Imaging	247489	HILL ROM CREATE CUSTOM RESTORE CD	\$ 49.99	5%	\$ 47.49
Imaging	266912	CDW APPLE IMAGE DEPLOYMENT	\$ 32.99	5%	\$ 31.34
Imaging	283926	CDW MASTER IMAGE CREATION CREDIT	\$ 183.99	5%	\$ 174.79
Imaging	379370	CDW INSTALLING CUSTOM PDA IMAGE	\$ 17.99	5%	\$ 17.09
Imaging	534223	CDW STANDARD IMAGE DEPLOYMENT DT/NB	\$ 32.99	5%	\$ 31.34
Imaging	763587	FLASH DRIVE IMAGING	\$ 9.99	5%	\$ 9.49
Imaging	763593	CDW USB RESTORE UPTO 16GB	\$ 39.99	5%	\$ 37.99
Imaging	809048	CDW MAINTAIN CUSTOM PC IMAGE-CREDIT	\$ 31.99	5%	\$ 30.39
Imaging	1640342	CDW INSTALLING ALTIRIS SERVER IMAGE	\$ 113.99	5%	\$ 108.29
Imaging	1926223	CDW TERMINAL IMAGE DEPLOYMENT	\$ 32.99	5%	\$ 31.34
Imaging	2691836	CDW ZERO TOUCH IMAGE DEPLOYMENT	\$ 32.99	5%	\$ 31.34
Imaging	2798606	CDW IMAGE MODEL MIGRATION CREDIT	\$ 113.99	5%	\$ 108.29

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Imaging	2869570	CDW USB RESTORE UPTO 32GB	\$ 52.99	5%	\$ 50.34
Imaging	3652393	CDW CREATE CUSTOM RECOVERY PARTITION	\$ 353.99	5%	\$ 336.29
Imaging	3765107	SERVER RACKING ADV IMAGING SVC	\$ 219.99	5%	\$ 208.99
Imaging	3982809	CDW USB RESTORE SVC UPTO 64GB	\$ 63.99	5%	\$ 60.79
Imaging	4008336	CHROME WHITE GLOVE SERVICE TIER1	\$ 22.93	5%	\$ 21.78
Imaging	4008354	CHROME WHITE GLOVE SERVICE TIER2	\$ 24.93	5%	\$ 23.68
Imaging	4419882	CHROME UNMANAGED KIOSK APP INSTALL	\$ 28.92	5%	\$ 27.47
Imaging	4086723	CDW IMAGE DEPLOY W BOX LABEL REQ6281	\$ 33.99	5%	\$ 32.29
Imaging	4086738	CDW SCCM SRV-ZERO TOUCH W/BOX LABEL	\$ 33.99	5%	\$ 32.29
Laser Etching / Color Branding					
Laser Etching	1461344	CDW LASER ETCHING-TIER 1 STATIC SML	\$ 11.00	5%	\$ 10.45
Laser Etching	2815190	CDW LASER ETCHING-TIER 2 STATIC LRG	\$ 15.00	5%	\$ 14.25
Laser Etching	2815191	CDW LASER ETCHING-TIER 3 DYNAMIC	\$ 22.00	5%	\$ 20.90
Color Branding	3223260	CDW COLOR BRANDING TEMPLATE	\$ -	5%	\$ -
Color Branding	4100630	CDW COLOR BRANDING TIER 1	\$ 15.00	5%	\$ 14.25
Color Branding	3223250	CDW COLOR BRANDING TIER 2	\$ 22.00	5%	\$ 20.90
Color Branding	3436605	CDW COLOR BRANDING TIER 3	\$ 30.00	5%	\$ 28.50
Mobile Carts					
Mobile Carts	4466480	CDW CHROMEBOOK WIRE CART CONFIG	\$ 120.00	5%	\$ 114.00
Netcom					
Netcom	311718	CDW NETWORK & SECURITY DEVICE CONFIG	\$ 40.00	5%	\$ 38.00
Netcom	1550455	CDW NETWORK & SEC CHASSIS CONFIG BUN	\$ 100.00	5%	\$ 95.00
Netcom	1550460	CDW NETWORK & SEC DEVICE CONFIG BUN	\$ 65.00	5%	\$ 61.75
Netcom	2394839	CDW NETWORK & SEC CHASSIS CONFIG	\$ 70.00	5%	\$ 66.50
Netcom	2432019	CDW VPN DOMAIN JOIN ONLY	\$ 8.00	5%	\$ 7.60
Netcom	3628500	CDW VPN DOMAIN JOIN ONLY-PCA	\$ 8.00	5%	\$ 7.60
Netcom	3651585	CDW AP/ENDPOINT PROVISIONING	\$ 30.00	5%	\$ 28.50
Netcom	4121801	CDW AP/ENDPOINT FIRMWARE UPDATE	\$ 16.00	5%	\$ 15.20
Netcom	4219966	CDW CLIENT VPN CONFIGURATION	\$ 12.00	5%	\$ 11.40
Other					
Other	504311	CDW HP ILO ACTIVATION	\$ 12.00	5%	\$ 11.40
Other	872360	CDW SYSTEM BIOS/FIRMWARE UPG	\$ 16.00	5%	\$ 15.20
Other	1197175	CDW CUSTOM IP CONFIGURATION	\$ 12.00	5%	\$ 11.40
Other	1197180	CDW BIOS CUSTOMIZATION	\$ 5.00	5%	\$ 4.75
Other	1369901	CDW SRVC CUSTOM ADDED INSERTS	\$ 5.00	5%	\$ 4.75
Other	1369904	CDW DDS / COMPUTRACE ACTIVATION	\$ 5.00	5%	\$ 4.75
Other	1369905	CDW DATA CAPTURE & TRACKING SRVC	\$ 5.00	5%	\$ 4.75
Other	1713539	CDW SPECIAL CONFIG REQ - 1 CREDIT	\$ 5.00	5%	\$ 4.75
Other	1713542	CDW SPECIAL CONFIG REQ - 6 CREDITS	\$ 30.00	5%	\$ 28.50
Other	1713544	CDW SPECIAL CONFIG REQ - 12 CREDITS	\$ 60.00	5%	\$ 57.00
Other	2366694	CDW APPLE IOS CUSTOMIZATION LVL 1	\$ 15.00	5%	\$ 14.25
Other	2366709	CDW APPLE IOS CUSTOMIZATION LVL 2	\$ 30.00	5%	\$ 28.50
Other	2613286	CDW ANDROID CUSTOMIZATION LVL 1	\$15.00	5%	\$ 14.25
Other	2613287	CDW ANDROID CUSTOMIZATION LVL 2	\$ 30.00	5%	\$ 28.50
Other	2671476	CDW SCREEN OVERLAY INSTALL SERVICE	\$ 8.00	5%	\$ 7.60
Other	2696504	CDW Hard Drive Data Encryption DT/NB	\$ 12.00	5%	\$ 11.40
Other	2828923	CDW SAS RAID Activation	\$ 12.00	5%	\$ 11.40
Other	2858009	CDW KINDLE AD REMOVAL REQ1329	\$ 30.00	5%	\$ 28.50

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Other	3553290	CDW APPLE ID CREATION	\$ 5.00	5%	\$ 4.75
Other	3899153	CDW VPRO BASIC ACTIVATION REQ4717	\$ 5.00	5%	\$ 4.75
Other	4248044	CDW LENOVO IMM ACTIVATION	\$ 12.00	5%	\$ 11.40
Other	4176320	CDW ASSET MGMNT UPDATE SVC REQ 5634	\$ 1.25	5%	\$ 1.19
Software					
Software	76056	CDW APPLICATION INSTALL DT/NB	\$ 36.00	5%	\$ 34.20
Software	76980	CDW NETWORK OPERATING SYSTEM INSTALL	\$ 200.00	5%	\$ 190.00
Software	346243	CDW STD WINDOWS CLIENT OS INSTALL	\$ 90.00	5%	\$ 85.50
Software	931000	CDW NETWORK APPLICATION INSTALL	\$ 100.00	5%	\$ 95.00
Software	1197183	CDW APPLICATION UPDATES AND MAINTENANCE	\$ 22.00	5%	\$ 20.90
Software	1278296	CDW OEM MFG OS INSTALLATION	\$ 90.00	5%	\$ 85.50
Software	1291101	CDW LINUX INSTALLATION OS-ALL VERS	\$ 120.00	5%	\$ 114.00
Software	1550439	SUN SOLARIS INSTALLATION – ALL VERSIONS	\$ 200.00	5%	\$ 190.00
Software	1550447	VMWARE INSTALLATION – ALL VERSIONS	\$ 70.00	5%	\$ 66.50
Software	3803347	CDW SOFTWARE CONFIG FOR PRINTER	\$ 24.00	5%	\$ 22.80
Software	3982800	CDW HDD OS SWAP SVC REQ5012	\$ 36.00	5%	\$ 34.20
Configuration Project Management / COI					
Proj. Mgmt	3110955	CDW CONFIG PROJECT COORD HRLY CREDIT	\$ 75.00	5%	\$ 71.25
Proj. Mgmt	4289890	CDW CONFIG PM 150 HRLY CHARGE	\$ 150.00	5%	\$ 142.50
Proj. Mgmt	3536706	CDW COI PROJ COORD /OPS COST	\$ 5,000.00	5%	\$ 4,750.00
Proj. Mgmt	3543509	CDW CONFIG PROJECT COORD CREDIT/UNIT	\$ 5.00	5%	\$ 4.75
Proj. Mgmt	3752290	CDW PROJ MNGMNT CONFIG AP SVC	\$ 7.00	5%	\$ 6.65
Proj. Mgmt	4086747	CONFIGS SERVICES PROJ MGMT(PER UNIT)	\$ 1.00	5%	\$ 0.95
Proj. Mgmt	4087191	CONFIGS SERVICES PROJ MGMT(PER UNIT)	\$ 0.50	5%	\$ 0.48
COI	3268855	CDW CONFIG PROJECT COORD COI SVC	\$ 300.00	5%	\$ 285.00
COI	3561536	COI OPS PALLET RECEIVING/PROCESSING	\$ 480.00	5%	\$ 456.00
COI	4439488	COI OPS PALLET/MONTH REC/PRO	\$ 40.00	5%	\$ 38.00
COI	3659769	CDW COI OPERATIONAL EXPENSE WITH SN	\$ 10.00	5%	\$ 9.50
COI	3827583	COI TEMP TAG NO INSTALL E-MAIL	\$ 10.00	5%	\$ 9.50

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
3. **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
6. **NON-EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
9. **COMPLIANCE WITH APPLICABLE LAWS.**
 - a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
 - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace.

Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
 - i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
 - ii. A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - iii. The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.
 - iv. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.
 - v. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).
- d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.
- e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to the City.

10. SALES/USE TAX, OTHER TAXES.

- a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

- b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.
- 11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of Services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.
- 12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.
 - a. If Contractor believes document related to the Agreement contains trade secrets or other proprietary data, Contractor must notify the City and include with the notification a statement that explains and supports Contractor's claim. Contractor also must specifically identify the trade secrets or other proprietary data that Contractor believes should remain confidential.
 - b. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.
- 13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City. Notwithstanding the foregoing, any Agreement audits must be pursuant to a signed Confidentiality Agreement agreed to by both parties which will be subject to applicable law, including the Arizona Public Records law. Contractor is not required to keep original documents and copies of relevant documents will suffice for the purposes of this provision. The audit must be conducted during regular business hours at a mutually agreeable time and location, and upon reasonable advanced notice of records to be audited.
- 14. **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.
- 15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.
- 16. **DEFAULT.**
 - a. A party will be in default if that party:

- i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
 - ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
 - iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or
 - iv. Fails to carry out any term, promise, or condition of the Agreement.
 - b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.
 - c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.
 - d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.
17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
 - b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.
 - c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
 - d. Neither party will be liable for incidental, special, or consequential damages.
18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.
20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or

further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.
22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.
23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
24. **INDEMNIFICATION/LIABILITY.**
 - a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) misconduct by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with this Agreement. However, notwithstanding the prior sentence, any claim shall not be an indemnified claim if such claim or damage was caused in whole by the actions of the City, its employees, agents, contractors or representatives.
 - b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
 - c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or Services.
 - d. IN THE EVENT OF ANY LIABILITY INCURRED BY CONTRACTOR OR ANY OF ITS AFFILIATES HEREUNDER, INCLUDING INDEMNIFICATION OF CITY BY CONTRACTOR, THE ENTIRE LIABILITY OF CONTRACTOR AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED \$5,000,000.00 OVER THE ENTIRE TERM OF THE AGREEMENT.
25. **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of Exhibit A. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner, as stated below.
 - a. **Manufacturer's Warranty.** The City understands that the Contractor is not the manufacturer of the products purchased by the City hereunder and the only materials (product) warranties offered are those of the manufacturer, not the Contractor or its affiliates unless the manufacturer is the Contractor or its affiliates. THE CONTRACTOR AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED,

RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY.

- b. **Services Warranty.** City's sole and exclusive remedy with respect to a warranty on the Services provided by Contractor will be, at the sole option of Contractor, to either: (a) use its reasonable commercial efforts to reperform any services not in substantial compliance with this warranty, or (b) refund amounts paid by City related to the portion of the services not in substantial compliance; provided, in each case, City notifies Contractor in writing within five (5) business days after performance of the applicable Services. City shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption during the performance of services and for any necessary reconstruction thereof.
 - c. **Third Party Services Warranty.** In connection with the products (materials), certain services, such as extended warranty service by manufacturers, are sold by the Contractor as a distributor or sales agent ("Third Party Services"). In the case of Third Party Services, the third party will be the party responsible for providing the services to the City and the City will look to the third party for any loss, claims or damages arising from or related to the provision of such Third-Party Services. Any amounts, including, but not limited to, taxes, associated with Third Party Services which may be collected by the Contractor will be collected solely in the capacity as an independent sales agent.
26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.
27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.
28. **OWNERSHIP.**
- a. Except as it pertains to the Work Product in Subsection (b) below, all deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.
 - b. City's rights to Work Product (meaning deliverables to be provided or created individually or jointly in connection with the services, not materials, provided by Contractor, including but not limited to, all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis and other information, whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights, or discovered in the course of performance of this Agreement that are embodied in such work or materials) will be, upon payment in full, a non-transferable, non-exclusive, royalty-free license to use such Work Product solely for City's internal use. City obtains no ownership or other property rights thereto. City agrees that Contractor may incorporate intellectual property created by third parties into the Work Product and that City's right to use such Work Product may be subject to the rights of, and limited by agreements with, such third parties

29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.
30. **PROHIBITED ACTS.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.
31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
32. **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of Contractor's goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.
34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.
35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right (collectively "Claim") and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any Claim, or pay any settlement of such Claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its sole option and its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years based on a five (5) year straight line amortized basis. The foregoing provisions in this Section state the entire liability of Contractor and the sole and exclusive remedy of the City with respect to any Claim. Contractor shall have no liability or obligation to the City to the extent any Claim is based upon: (i) any combination of anything provided by Contractor with other software, hardware or other materials not authorized by Contractor or manufacturer; or (ii) any addition to, or modification of, anything provided by Contractor made after delivery to the City by any person other than Contractor.
36. **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).
37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose

performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

38. **COOPERATIVE USE OF CONTRACT.** This contract is available through National IPA to agencies nationwide. The City has also entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies through National IPA or SAVE in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others. The City is not a party to any agreements between the Contractor and National IPA, National IPA and other agencies, the Contractor and other agencies, or any third-party contracts in any way related to this Agreement or the cooperative use of this Agreement.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via email or facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, email or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.
41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Maricopa County, Arizona.
42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

ATTACHMENT A

43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.
46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to Arizona Revised Statutes Sections 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As the Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.

QUOTE CONFIRMATION



DEAR MICAH HERD,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below.
[Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MKND119	10/7/2021	MKND119	6008404	\$81,121.52

IMPORTANT - PLEASE READ

Fees applied to item(s): 6242054

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HP ProDesk 400 G7 - SFF - Core i5 10500 3.1 GHz - 16 GB - SSD 256 GB - US Mfg. Part#: 58M68US#ABA Contract: National IPA Technology Solutions (2018011-01)	63	6700647	\$888.68	\$55,986.84
HP V24 - LCD monitor - Full HD (1080p) - 24" Mfg. Part#: 9SV71AA#ABA Contract: National IPA Technology Solutions (2018011-01)	126	6242054	\$135.09	\$17,021.34
RECYCLING FEE DETAILS				
RECYCLING FEE 15" TO LESS THAN 35" Fee Applied to Item: 6242054	126	654810	\$5.00	\$630.00

PURCHASER BILLING INFO	SUBTOTAL	\$73,008.18
Billing Address: CITY OF MONTEBELLO ACCTS PAYABLE 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970 Phone: (323) 887-1390 Payment Terms: Net 30 Days-Govt State/Local	SHIPPING	\$0.00
	RECYCLING FEE	\$630.00
	SALES TAX	\$7,483.34
	GRAND TOTAL	\$81,121.52
DELIVER TO	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
Shipping Address: CITY OF MONTEBELLO MICAH HERD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970 Phone: (323) 887-1390 Shipping Method: Expeditors Deferred 3-5 Days		

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Ryan Church

800.808.4239

ryanchu@cdwg.com

LEASE OPTIONS

ATTACHMENT B

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$73,638.18	\$1,974.24 / Month	\$73,638.18	\$2,280.57 / Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Fernando Pelaez, Fire Chief

SUBJECT: **Approve Sole Source Agreement No. 3929 with Motorola Solutions to Provide Radio Infrastructure and Related Communications Services**

DATE: October 27, 2021

RECOMMENDATION (S):

It is recommended that the City Council take the following actions:

- 1) Authorize the City Manager to enter into a sole source agreement with Motorola Solutions to provide radio infrastructure and related communications services in an amount that shall not exceed \$185,568 annually through June 30, 2024 (total amount of \$556,704), and;
- 2) Authorize staff to issue payment for past due invoices in the amount of \$61,856, and;
- 3) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The term of the sole source agreement is July 1, 2021 through June 20, 2024. The basic monthly cost is \$15,464 and includes a variety of maintenance, repair and support services. The Fire Department is currently reviewing management of communications services. The Fiscal Year 2021-22 budget includes two telecommunications positions in the Department, which would bring oversight "in-house" and offer efficiencies and cost savings by reducing contracted service work from other vendors. It is anticipated that these cost savings will offset the additional costs for the Motorola Solutions agreement (not-to-exceed amount of \$185,568 annually or \$556,704 total).

The most recent agreement for related services provided by Motorola terminated in May 2021. While the Fire Department worked with the regional communications authorities and

Approve Sole Source Agreement No. 3929 with Sole Source Agreement with Motorola Solutions to Provide Radio Infrastructure and Related Communications Services

Page 2 of 3

the Finance Department to develop a long-term solution, additional invoices were received. A total of four (4) invoices were received for the months of June, July, August, and September 2021, in the total amount of \$61,856. In addition to approving the service agreement, it is requested that the past due invoices are authorized for payment in the full amount.

BACKGROUND

In the early 1990's, the Montebello Fire Department's Communications Division established a radio communication network to provide enhanced radio coverage for the Montebello Police and Fire Departments. In 2003, the Montebello Fire Department joined its system with seven (7) other cities to create a Joint Powers Authority (JPA), which is now referred to as the Interagency Communications Interoperability (ICI) System. This JPA created a system of radio towers and infrastructure allowing for the uninterrupted use of radios throughout the entire County of Los Angeles, and beyond.

Currently the Department's radio infrastructure is providing a wider coverage and better service radio system access to nine (9) cities. It continues the process of expanding to include additional cities into the system and provide a responsive radio communication for police, firefighters, paramedics and other emergency responders in Los Angeles County.

The City has been contracting with Motorola Solutions since 2016 to provide maintenance and related support to the radio network system. The Fire Department's Radio Communication Division currently depends on the services provided by the vendor, as they are familiar with the existing radio network system. In addition, certain work can only be provided by Motorola Solutions, requiring the City to have a service contract with Motorola for such work.

Portions of the City's radio network and related infrastructure will soon not be covered by the standard warranty. This is a common situation, and hence the service agreement with Motorola will ensure continued maintenance and repair of the entire radio network. The additional costs represent work that was previously covered by warranty. In order to maintain the radio network that public safety agencies in the region depend on, this sole source agreement is necessary.

The Infrastructure and Dispatch Agreement covers the maintenance of a secure continuum of radio repair and notification programming for the City's Fire Department Communication Division: five (5) Radio Frequency Remote Sites, one (1) Prime Site, and two (2) Dispatch Sites, Police Department (6 Consoles) and Transit (2 Consoles) (Attachment B). The Service Agreement includes network monitoring, technical support, and technician dispatch services for portable radios utilized by firefighter and law enforcement personnel to perform their day-to-day operational duties, and maintenance and repair at radio prime sites.

Approve Sole Source Agreement No. 3929 with Sole Source Agreement with Motorola Solutions to Provide Radio Infrastructure and Related Communications Services

Page 3 of 3

The network monitoring provides critical digital oversight to ensure radios remain operable and functional to meet the City's communication and operational requirements, and ensure adequate warranty coverage for all Interoperable Radio System Subscribers.

ENVIRONMENTAL

The replacement and improvements to the existing wireless communication facility is considered a "project," per the California Environmental Quality Act ("CEQA") definition of a "project." In accordance with CEQA, the project is Categorically Exempt pursuant to §15301 (a) (Existing Facilities), because Class 1 consists of existing facilities of both investor and publicly-owned utilities used to provide public utility services as well as the restoration or rehabilitation of deteriorated or damaged structures, facilities or mechanical equipment to meet current standards of public health and safety.

SUMMARY

It is being requested that the City Council authorize the City Manager to approve a sole source agreement with Motorola Solutions to provide required radio network and infrastructure repair and maintenance services in a not-to-exceed amount of \$185,568 annually, authorize staff to issue payment for past due invoices in the amount of \$61,856, and direct staff to take such additional, related, action that may be desirable.

ATTACHMENT (S):

- A. Attachment A – Motorola Service Agreement
- B. Attachment B – Prime Site Locations

ATTACHMENT A

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 3929 WITH MOTOROLA SOLUTIONS

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **October 27, 2021** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and **Motorola Solutions** (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide maintenance and repair services for radio communications equipment in the CITY; and

WHEREAS, the CONSULTANT represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

A. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

- a. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
- b. **Motorola Service Agreement ("Proposal") dated August 10, 2021**
- c. Proposal referenced and Best Final Offer received by the successful proposer.
- d. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

B. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the services in the Proposal issued to the City of Montebello dated August 10, 2021 ("Proposal"), as such is set forth fully in **Exhibit/Attachment "A"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or

PROFESSIONAL SERVICES AGREEMENT NO. 3929

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attachments hereto, the terms of this Agreement shall govern.

B. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide maintenance and repair services for radio communications equipment services, as such is set forth fully in **Exhibit/Attachment "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire on June 30, 2024 from the Effective Date, unless terminated earlier as hereinafter provided.

b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed issued by CITY's applicable, department head.

SECTION 4. PERFORMANCE.

a. The CONSULTANT shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.

b. The CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Consultant hereunder, in meeting its obligations under this Agreement.

c. The CONSULTANT shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. The CONSULTANT shall have the right to retain, subject to the CITY's approval, additional individuals, consultants or subconsultants to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subconsultants shall be the sole and exclusive responsibility of the CONSULTANT.

e. The CONSULTANT shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONSULTANT pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

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SECTION 5. WORK PRODUCT.

a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONSULTANT.

b. All data, documents, discussion, or other information developed or received by the CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONSULTANT without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONSULTANT agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by the CONSULTANT under this Agreement unless such extra services first shall have been duly authorized in writing by the CITY's City Manager (the "City Manager").

SECTION 7. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONSULTANT and shall be the CITY's agent with respect to obtaining the CONSULTANT's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

SECTION 8. TERMINATION.

In the event that either Party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the CONSULTANT which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONSULTANT, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONSULTANT. The CONSULTANT and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONSULTANT shall only be entitled to

PROFESSIONAL SERVICES AGREEMENT NO. 3929

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the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the CITY shall be employed by the CONSULTANT during the term of this Agreement.

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

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

SECTION 11. INDEPENDENT CONSULTANT.

a. The CONSULTANT is and shall, at all times, remain as to the CITY a wholly independent consultant. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be available to the CONSULTANT in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONSULTANT for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONSULTANT, the CONSULTANT's employees or the CONSULTANT's subconsultants for injury or sickness arising out of performing services hereunder.

b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

PROFESSIONAL SERVICES AGREEMENT NO. 3929

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c. The CITY shall not deduct from the Compensation paid to the CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to the CONSULTANT. The CITY shall have no responsibility to provide the CONSULTANT, its employees or subconsultants with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONSULTANT is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONSULTANT must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONSULTANT. If this Agreement remains in place, the CONSULTANT shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

b. In the event that the CONSULTANT or any employee, agent, or subconsultant of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONSULTANT shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONSULTANT or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

The CONSULTANT shall at all times observe and comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments including, but not limited to the Montebello Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this section.

SECTION 14. INDEMNIFICATION.

The CONSULTANT agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or

PROFESSIONAL SERVICES AGREEMENT NO. 3929

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in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of the CONSULTANT's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 15. INSURANCE COVERAGE.

a. During the term of this Agreement, the CONSULTANT shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONSULTANT's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

- **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

b. If the CONSULTANT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

c. The CONTACTOR shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

d. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONSULTANT's expense, the premium thereon.

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f. **Evidence of Insurance prior to commencement.** The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: gskibar@cityofmontebello.com

g. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

h. **Evidence of Insurance during the entire term of the Agreement.** At all times during the term of this Agreement, the CONSULTANT shall maintain on file with the CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. The CONSULTANT shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

i. The CONSULTANT shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

j. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the CITY, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to the CITY. The CONSULTANT agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

k. The insurance provided by the CONSULTANT shall be primary to any coverage available to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents, or volunteers, shall be in excess of CONSULTANT's insurance and shall not contribute with it.

l. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONSULTANT, and CONSULTANT's employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. The CONSULTANT hereby waives all rights of subrogation against the CITY.

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m. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, the CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to the CITY, or the CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

n. Procurement of insurance by the CONSULTANT shall not be construed as a limitation of the CONSULTANT'S liability or as full performance of CONSULTANT's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONSULTANT shall not subcontract, delegate, or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-consultant, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment 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 or sub-consultants. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to the CONSULTANT under the Agreement.

SECTION 17. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition, or covenant hereof.

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES.

PROFESSIONAL SERVICES AGREEMENT NO. 3929

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Each of the parties represents and warrants to one another as follows:

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.
- e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.
- f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

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All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered via e-mail (an "Electronic Notice" as further defined below), personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY: City of Montebello
Attn: René Bobadilla, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: rbobadilla@cityofmontebello.com

With a copy to: City of Montebello – Fire Department
Attn: Fernando Pelaez
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887 – 4515
Email: fpelaez@cityofmontebello.com

If to Consultant: Motorola Solutions
Attn: Rob Russell
500 West Monroe Street
Chicago, IL
(714) 853 - 2012
Email: russell@motorolasolutions.com

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the CONSULTANT shall not discriminate against any employee, sub-consultant, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. The CONSULTANT will take affirmative action to ensure that sub-consultant and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

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The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONSULTANT shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

The CONSULTANT covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by the CONSULTANT. The CONSULTANT's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the CONSULTANT. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[SIGNATURE PAGE TO FOLLOW]

PROFESSIONAL SERVICES AGREEMENT NO. 3929

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IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

("CITY")

("CONSULTANT")

CITY OF MONTEBELLO

MOTOROLA SOLUTIONS

René Bobadilla, City Manager

Rob Russell

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Motorola Services Agreement (Dated – August 10, 2021)
- Exhibit B – Schedule of Compensation

Exhibit “A”

(Motorola Service Agreement – August 10, 2021)

Exhibit “B”

Schedule of Compensation

Monthly maintenance and repair service - \$15,464

Total maximum annual compensation - \$185,568

Total maximum compensation - \$556,704

Prime Site Locations

Site Name	Site Address	Latitude	Longitude	TSA	TSI
FS56 (Montebello)	1166 S Greenwood Ave, Montebello CA	33° 59' 28.00" N	118° 07' 13.20" W	M56	134
FS78 (Vernon)	2800 S Soto St, Vernon CA 90058	34° 00' 42.21" N	118° 13' 07.40" W	M78	135
Garvey Reservoir	1311 South Orange Ave, Monterey Park, CA. 91755 (Orange & Tegner, Monterey Park CA)	34° 02' 51.58" N	118° 06' 45.59" W	MGR	136
Montebello PD	1600 W Beverly Blvd, Montebello CA	34° 01' 15.90" N	118° 06' 58.50" W	MTP	24
Montebello Reservoir	1343 N Montebello Blvd, Montebello CA	34° 01' 57.00" N	118° 05' 53.00" W	MTR	130
Montebello Transit	400 S Taylor Ave, Montebello, CA 90640	34° 00' 25.00" N	118° 06' 53.20" W	MBL	25
Quiet Canyon	901 Via San Clemente, Montebello CA	34° 01' 40.00" N	118° 07' 58.30" W	MQC	132
Santa Fe Springs	12636 Emmens Way, Santa Fe Springs CA	33° 56' 12.00" N	118° 03' 46.20" W	MSF	137
Starlight Reservoir	12641 Carinthia Dr, Whittier CA	33° 59' 53.00" N	118° 02' 12.20" W	MSR	133



CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Fernando Pelaez, Fire Chief
Angelica Palmeros, Deputy Director

SUBJECT: **Adopt Agreement No. 3930 between the City of Montebello and the San Gabriel Valley Regional Housing Trust (SGVRHT) to Develop and Operate the Emergency Non-Congregate Shelter Pilot Program (Operation Stay Safe)**

DATE: October 27, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

- 1) Authorize the City Manager to enter into an Agreement between the City of Montebello and the San Gabriel Valley Regional Housing Trust (SGVRHT) to develop and operate emergency non-congregate shelter pilot program (Operation Stay Safe); and,
- 2) Amend the Fiscal Year 2021-22 budget by increasing appropriations by \$250,000 in expenditure Account No. 265-85-853-6040.95 (Grants, Fire, SGVRHT Operation Stay Safe, Other Professional Services) and \$250,000 in revenue Account No. 265-99-4198.99 (Grants, Miscellaneous Grants – SGVRHT Operation Stay Safe),
- 3) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The City is entering into an agreement with San Gabriel Valley Regional Housing Trust (SGVRHT) to construct and assemble portable shelters (i.e., “Tiny Homes”) within the City of Montebello. SGVRHT (“Trust”) was formed to fund the planning and construction of housing of all types to serve homeless and low-income populations within the San

Adopt Agreement No. 3930 between the City of Montebello and the San Gabriel Valley Regional Housing Trust (SGVRHT) to Develop and Operate the Emergency Non-Congregate Shelter Pilot Program (Operation Stay Safe)

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Gabriel Valley. SGVRHT is providing the funding for the program, with the City providing a site for the Tiny Homes.

SGVRHT is procuring and pay directly for the delivery and assembly of 26 pallet shelters (i.e., Tiny Homes) as well as restroom, shower and laundry facilities. The Trust will also contract with and fund a service provider to operate the Tiny Home site. The Trust will also work closely with City staff to identify additional funding for the Tiny Home site program. The intent is to extend this program beyond the one-year pilot program term.

This program is being designed with operational and funding flexibility. While the Trust is paying directly for the Tiny Homes and the first year of operational costs – as well as additional items as outlined in the attached agreement (Attachment A) – there may be opportunities where the City can procure items that are more cost effective.

To that end, an appropriation of \$250,000 is necessary to allow for the procurement of goods and services directly by the City. City Council is being asked to amend the Fiscal Year 2021-22 budget by increasing appropriations by \$250,000 in Account No. 265-85-853-6040.95 (Grants, Fire, SGVRHT Operation Stay Safe, Other Professional Services) for potential expenditures and \$250,000 in Account No. 265-99-4198.99 (Grants, Miscellaneous Grants – SGVRHT Operation Stay Safe) to account for reimbursement. In the case that the City procures goods or services directly, SGVRHT will reimburse the City directly for those costs.

During the pilot program term, additional sources of funding will be sought in an effort to extend the Tiny Home project. Staff has worked with Trust staff to produce the estimated funding need of \$250,000. It is anticipated this appropriation will be sufficient for the pilot program year. Should the program continue beyond the initial term, Staff will return to the City Council with a request for additional funding and budget amendments as needed.

BACKGROUND

SGVRHT and San Gabriel Valley Council of Governments (SGVCOG) have developed a Tiny Home Bridge Housing Pilot Program (Program) to help cities meet the immediate needs of individuals experiencing homelessness – an integral part of Operation Stay Safe. As of the 2020 point in time count, there are 170 unhoused individuals in Montebello. In February 2021, the City submitted a Letter of Interest to explore participation in the Program.

Proposed site selection

The proposed Montebello Tiny Home site would be located at 2000 South Flotilla Street, Montebello – a municipal-owned property. If the project is approved by the City Council, the site will host 25 tiny home units which can house approximately 100 number of

Adopt Agreement No. 3930 between the City of Montebello and the San Gabriel Valley Regional Housing Trust (SGVRHT) to Develop and Operate the Emergency Non-Congregate Shelter Pilot Program (Operation Stay Safe)

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individuals at any one-time experiencing homelessness in Montebello. Participants will be selected through local street outreach and will be assigned a unit for the duration of their stay, avoiding the daily lines associated with traditional emergency shelters. The site will provide bridge housing while connecting clients to permanent housing. The site will have privacy fencing and secured entry for the benefit of participants and neighbors. Each Tiny Home unit provides a bed, shelves, overhead light, air conditioning/heat, electrical outlets, and a locking door.

Supportive Services and Participant Selection

The proposed site will provide wrap around services for participants including case management to connect participants to housing, health services, job training, and other supportive services to meet each participant's needs. Participants will be selected through direct street outreach efforts targeted to individuals 18 years and older and couples experiencing homelessness in the local community.

The supportive service provider will develop a housing plan for each participant to connect them to permanent housing options including affordable housing, permanent supportive housing, family reunification, and other available options. The goal length of stay at the Tiny Home site for each participant is 90 days or less. This will allow each unit at the site to serve multiple individuals during the Program's one-year pilot period. The site will also provide three (3) daily meals which will be prepared offsite and delivered ready to eat. Participants will be able to keep their pets in their units, which removes a common barrier to the acceptance of shelter.

Site Amenities

The tiny homes will provide each participant with privacy that is not available while unsheltered or in traditional congregate shelter settings. During site visits to existing tiny home sites, participants have shared the importance and sense of security associated with having a door with a lock. To encourage a community environment, other amenities including restrooms, showers and laundry. Outdoor communal dining space will be shared amongst participants.

The proposed site plan incorporates asphalt paint to create a colorful and welcoming environment and provide cooling relief from otherwise hot pavement. While the site is rectangular, the staggering of units and provision of landscaping visually breaks up the site, creates gathering spaces, and improves the site for future use after the termination of the Program. The site will include accessible path of travel and 20% of the units will be fully ADA accessible.

Adopt Agreement No. 3930 between the City of Montebello and the San Gabriel Valley Regional Housing Trust (SGVRHT) to Develop and Operate the Emergency Non-Congregate Shelter Pilot Program (Operation Stay Safe)

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Site Safety and Montebello Police Department Support

The proposed tiny home village would have 24/7 security operated by an experienced provider. The site will also provide 24/7 supportive service staff to address participant needs. Onsite staff will reduce the need for any interaction with the Montebello Police Department. However, if needed the Montebello Police Department will respond to any calls for service at the site and is also available to respond to calls for service for criminal activity by unhoused individuals reported by neighbors.

While being unhoused is not a crime, criminal acts committed by an unhoused individual will be reported and responded to by law enforcement as authorized by law. In accordance with best practice for harm reduction shared by existing bridge housing and tiny home sites, the proposed site would not allow any illicit or illegal substances or possessions on site.

Community Engagement

City staff provided various platforms to engage the community in an open informative dialogue as it related to homelessness in the City, and provided an overview of the current homeless initiative(s) that are being proposed for implementation, such as Operation Stay Safe (Tiny Homes) to address the need of short-term shelter or bridge housing to allow those impacted by homeless to enter into more stable housing programs and other supportive services. The City hosted two, formal, in-person community engagement meetings, in collaboration with SGVRHT and a representative from Los Angeles County Supervisor Hilda L. Solis' Office.

The two meetings were held at the proposed site located at 2000 South Flotilla Street. The first meeting occurred on Wednesday, August 18, 2021 from 5:30pm to 7:30pm with approximately 20 attendees. The second meeting occurred on Saturday, September 11, 2021 from 11:00am to 1:00pm with approximately 25 attendees. Each meeting included informational tables with enlarged color pictures of the proposed site and printed fact sheets and frequently asked questions. Meeting attendees were provided light refreshments and encouraged to take a look inside the sample tiny home on-site and ask staff questions about the Program.

Staff presentations at each meeting provided details on proposed services, safety measures, and how the site would look. The meetings also provided a Question and Answer section to address questions about the safety for nearby residents, if the site would increase the presence of individuals experiencing homelessness in the area, and how community organizations could volunteer. Attendees were also provided copies of detailed information in packet format about the project at the beginning of each meeting. At the conclusion of the meeting, City staff made themselves available to City residents for any additional questions.

Adopt Agreement No. 3930 between the City of Montebello and the San Gabriel Valley Regional Housing Trust (SGVRHT) to Develop and Operate the Emergency Non-Congregate Shelter Pilot Program (Operation Stay Safe)

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In addition, City staff meet with the Metrolink Community Outreach Division representative on Wednesday, September 8, 2021, and there were no immediate concerns regarding the development of the Tiny Homes site. On Monday, September 20, 2021 City staff meet with the property owner 2000 South Flotilla Street to explore issues related to adjacent shared fencing and further planning, such as privacy fencing and security. City staff will work closely with property owner, and no further issues were identified.

The City used its social media platforms to inform the public of the community engagement events starting on August 8, 2021. On Instagram the post reached approximately 2,000 people and on Facebook it reached approximately 8,000. The community engagement event was also advertised in the printed version of the City newsletter which reaches about 25,000 homes within the City. The post was reposted on August 8, 2021 to gain additional exposure and provide an additional forum to public comment. The City also added information about the project on its website at <https://www.cityofmontebello.com/headline-news/item/901-operation-stay-safe.html>

During this period, there were no identifiable concerns as it related to the implementation of the project. The community was engaged on social media, and no questions were received.

ANALYSIS

The City of Montebello is poised to successfully implement the Tiny Home Bridge Housing Pilot Program (Program) by entering into an Agreement, attached here in substantial form as Attachment A with SGVRHT. The Trust executed a substantially similar agreement with the City of Baldwin Park to develop 25 tiny homes and provide operational funding for a one-year pilot period. The Baldwin Park site will open in late-November.

The City of Montebello will benefit from best practices learned from Baldwin Park and existing tiny home sites in North Hollywood, Redondo Beach, and Riverside. The City is also uniquely qualified to integrate this program into its existing homeless services programs in collaboration with its Montebello Community Assistance Program (MCAP) team. The MCAP program is an example of the positive impact of innovative service models, and the Program is meant to provide an additional tool for the MCAP team and other local homeless service providers to offer housing to unhoused clients.

As part of the collaboration with the SGVCOG, the Tiny Homes structures will be purchased with funding from Los Angeles County's homeless funding measure approved by Los Angeles County voters in 2017. Once in possession, the City will own the 25 Tiny Homes for continued use, as deemed appropriate. The City plans to continue exploring long term solutions to address the impact of homelessness in our community, including transitional housing and permanent affordable housing.

Adopt Agreement No. 3930 between the City of Montebello and the San Gabriel Valley Regional Housing Trust (SGVRHT) to Develop and Operate the Emergency Non-Congregate Shelter Pilot Program (Operation Stay Safe)

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ENVIRONMENTAL

The action proposed herein is exempt from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Section 15061 (b)(3), the "General Rule" provision of CEQA where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The approval of the proposed Ordinance would not have an impact on the environment.

SUMMARY

Staff recommends that the City Council authorize the City Manager to enter into an agreement (Attachment A) between the City of Montebello and the San Gabriel Valley Regional Housing Trust (SGVRHT) to develop and operate emergency non-congregate shelter pilot program.

In addition, the City Council is being asked to amend the FY 2021-22 budget by increasing appropriations by \$250,000 in Account Nos. 265-85-853-6040.95 (Grants, Fire, SGVRHT Operation Stay Safe, Other Professional Services) and \$250,000 in revenue Account No. 265-99-4198.99 (Grants, Miscellaneous Grants – SGVRHT Operation Stay Safe). While the Trust will be primarily and principally responsible (per the agreement) for procuring and purchasing the Tiny Homes as well as procuring operational services, there may be the need for the City to procure certain goods or services. If that should happen, SGVRHT would reimburse the City for those expenses. Therefore, the budget amendment is requested in an effort to streamline any needed purchases directly to the City so that the project can operate smoothly and efficiently.

ATTACHMENT(S):

- A. Attachment A – Agreement Between the SGVRHT and City of Montebello
- B. Attachment B – Community Engagement Documents

CITY OF MONTEBELLO

**PROFESSIONAL SERVICES AGREEMENT NO. 3930
BETWEEN THE SAN GABRIEL VALLEY REGIONAL HOUSING TRUST
AND THE CITY OF MONTEBELLO FOR TINY HOME BRIDGE
HOUSING SITE**

This agreement (“Agreement”) is entered into by and between the City of Montebello, a California municipal corporation (“City”), and the San Gabriel Valley Regional Housing Trust, a California joint powers authority (“SGVRHT”) as of October 27, 2021 (“Effective Date”). City and SGVRHT may be referred to herein collectively as the “Parties” or individually as a “Party.”

RECITALS:

- A. SGVRHT was formed pursuant to Government Code § 6539.6 to fund the planning and construction of housing of all types to serve homeless and low-income populations within the San Gabriel Valley.
- B. SGVRHT members are cities within the San Gabriel Valley, including City.
- C. SGVRHT has secured Pallet Shelter, a licensed shelter contractor, to construct and assemble portable shelters (“Shelters”) at sites within the San Gabriel Valley that provide bridge housing for persons experiencing homelessness (the “Program”). City seeks to participate in the Program by furnishing a suitable site for the Program.
- D. SGVRHT is providing funding for the Program and City is providing a site for the Program.
- E. SGVRHT will retain and be under contract with a service provider to identify eligible occupants, provide case management, oversee security, site maintenance, and meals which will be provided by other vendors to be retained by SGVRHT.
- F. SGVRHT and City will share the operational costs to operate the site as detailed in this Agreement.
- G. SGVRHT and City desire to set forth the terms of their collaborate effort to provide Shelters and associated services for persons experiencing homelessness.

AGREEMENT

The recitals are made a substantive part of this Agreement and the Parties further agree as follows:

I. TERM.

The term of this Agreement shall commence on the Effective Date and shall continue for one (1) year from the date the first Shelter is occupied on the site, which site is depicted and

described in the draft site plan attached hereto as Exhibit “A” (the “Site”), and incorporated herein by this reference. The term of this Agreement may be extended by mutual written agreement of the Parties.

II. RESPONSIBILITIES OF THE PARTIES:

A. SGVRHT.

SGVRHT shall:

1. Designate a point-of-contact with name, title, and contact information who will serve as SGVRHT’s representative during the term of this Agreement. If the point-of-contact is reassigned or no longer with SGVRHT, a new point-of-contact will be designated in writing within 14 calendar days.
2. Undertake and pay for procurement, delivery and assembly of 26 Pallet Shelters (25 for use as shelters and one security structure) and an office that measure, respectively, approximately 64 and 180 square feet.
3. Ensure that the Shelters have lighting, at least one standard electrical outlet, heating and cooling systems, be ADA-accessible, have locking doors, smoke alarms, made from noncombustible materials, have a life expectancy of at least 10 years and come with a 5-year warranty for any defects.
4. Subject to the prior approval and discretion of SGVCOG, reimburse City for its actual out-of-pocket cost of Site preparation.
5. Procure and deliver restroom, shower, and laundry facilities (collectively, “Facilities”).
6. Assign any and all warranties to City (as owner) of the Shelters, office, and Facilities upon City’s acceptance of possession and/or take all such reasonable actions to enforce all such warranties.
7. Coordinate with City and other applicable agencies to identify additional funding (non-SGVRHT or City funding) for the operational expenses.
8. Contract with and fund a service provider to operate the Site that will be responsible for identifying eligible occupants, providing case management, and overseeing Site security and maintenance, and meals.
9. Contract with and fund a security provider to provide 24/7 security at the Site and a meals provider to deliver three (3) meals daily.
10. Provide City with contact information for all providers of services to the Site.
11. Pay approved City invoices within 35 days of submittal.

B. City.

City shall:

1. Designate a point-of-contact with name, title, and contact information who will serve as City’s representative during the term of this Agreement. If the point-of-contact is reassigned or no longer with City, a new point-of-contact will be designated in writing within 14 calendar days.
2. Provide a Site that is acceptable to SGVRHT and complete all Site preparation that is necessary for the Shelters to be placed on the Site, including electrical

hookups and accessible restroom and shower facilities for occupants of the Shelters and the office occupant. The Site shall be made available for the Program for a minimum of one (1) year from the Effective Date. The length of site operation for the Program may be extended by mutual written agreement of the Parties.

3. In consultation with SGVRHT, prepare a final Site plan which designates the location of the Shelters, the office, and the Facilities and have its point-of-contact on the Site to provide direction to SGVRHT's contractor as to placement of the Shelters, the office and the Facilities at the time same are delivered to the Site.
4. Upon delivery and assembly of the Shelters, the office and the Facilities to the Site and upon inspection thereof, City shall acknowledge in writing that it is taking possession and ownership of the Shelters, the office and the Facilities, thereby assuming all warranties for the Shelters, office and Facilities. City agrees to accept possession for the Shelters, the office and the Shelters, provided they meet the specifications previously approved by City.
5. Maintain the Shelters, the office, and the Facilities, including all necessary repairs, cleaning and maintenance (as further agreed upon in writing by the Parties at a later time), at the Site, during the term of this Agreement or any extensions hereof which City will perform by contract or by its own forces. During the term of this Agreement, placement of any of the Shelters, the office or the Facilities at a different site must be approved by SGVRHT in writing, which approval shall not be unreasonably withheld.
6. Provide operational funding for Site utilities including water, power, sewer, trash, and internet, Site insurance, and a contractor as set forth in paragraph II.5 above, if any.
7. Coordinate with SGVRHT and other applicable agencies to identify additional funding (non-SGVRHT or City funding) for the operational expenses.
8. Participate in check-in calls and/or meetings with SGVRHT and other agencies, as necessary.

III. PROGRAM MANAGEMENT:

A. Program Managers.

1. For the purposes of this AGREEMENT, SGVRHT designates the following individual as its Program Manager: Brielle Acevedo, Housing Trust Administrator, bacevedo@sgvrht.org
2. For the purposes of this AGREEMENT, City designates the following individual as its representative:
Angélica Palmeros
Deputy Director – City of Montebello
323-887-4547
apalmeros@cityofmontebello.com

Either Party may change the designations set forth herein upon written notice to the other Party.

B. Site Operation; Conditions Precedent.

It is agreed by the Parties that there will be no occupants of the Site until any one of the following occurs:

- (i) A service provider is under contract to oversee operation of the Site and the City confirms with the SGVCOG in writing that the service provider retained by SGVCOG may commence services at the Site; or
- (ii) City decides to operate the Site with its own forces at its own cost and the Parties have executed a written amendment to this Agreement providing therefore.

The Parties will work collaboratively to develop a contract, including a scope of services, and rules regarding occupant conduct, under which the service provider will operate the Site.

IV. DEFAULT; REMEDIES:

- A. Default. A “Default” under this Agreement is defined as any one or more of the following: (i) failure of either Party to comply with the material terms and conditions contained in this Agreement; and/or (ii) failure of either Party to perform its obligations set forth herein satisfactorily or make sufficient progress towards completion of the Program.
- B. Remedies. In the event of a Default by either Party, the non-defaulting Party will provide a written notice of such Default and will have thirty (30) days to cure the Default. In the event that the defaulting Party fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period and to the satisfaction of the non-defaulting Party, the non-defaulting Party may terminate this Agreement. Such termination shall be effective immediately upon the provision of written notice by the non-defaulting Party to the defaulting Party. In the event of a Default by either Party, the non-defaulting Party shall have the right to seek any and all remedies available at law or in equity.

In the event that the City does not maintain any of the Shelters and/or office on the Site, or an alternative site as agreed upon by the Parties for the period provided in this Agreement, SGVRHT may, in its absolute discretion, take possession of the Shelters and/or office and use them at another location.

V. INDEMNIFICATION:

- A. City agrees to defend, indemnify, and hold free and harmless the SGVRHT, its elected and appointed boards, officials, officers, agents, employees, members, and volunteers (“SGVRHT parties”), at City’s sole expense, from and against any and

PROFESSIONAL SERVICES AGREEMENT NO. 3930

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all claims, actions, suits, including attorneys' fees, or other legal proceedings ("Claims") brought against SGVRHT parties arising solely out of or relating to the negligent or willful acts or omissions of City in connection with this Agreement;. SGVRHT shall have the right to accept or reject any legal representation City proposes to defend the SGVRHT parties and provide for its own defense at its cost. SGVRHT agrees to cooperate with City as may be reasonably necessary in settlement or defense of any such claim, judgment or proceeding.

- B. SGVRHT agrees to defend, indemnify, and hold free and harmless City, its elected officials, officers, agents, employees, and volunteers ("City parties"), at SGVRHT's sole expense, from and against any and all claims, actions, suits, or other legal proceedings brought against City parties relating to the negligent or willful acts or omissions of SGVRHT in connection with this Agreement. City shall have the right to accept or reject any legal representation SGVRHT proposes to defend the City parties and provide for its own defense at its cost. City agrees to cooperate with SGVRHT as may be reasonably necessary in settlement or defense of any such claim, judgment or proceeding.

VI. INSURANCE:

- A. City and SGVRHT shall maintain and keep in full force and effect during the term of this Agreement insurance or a program of self-insurance against claims for injuries to persons or damages to property which may arise in connection with City's or SGVRHT's performance of its obligations hereunder.

VII. OTHER TERMS AND CONDITIONS:

- A. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by electronic mail or certified mail, postage prepaid and return receipt requested, addressed as follows:

To SGVRHT: Marisa Creter
Executive Director
1000 S. Fremont Avenue, Unit 42
Building A-10N, Suite 10-210
Alhambra, CA 91803
(626) 457-1800
mcreter@sgvrht.org

with a copy to: Brielle Acevedo,
Housing Trust Administrator
1000 S. Fremont Avenue, Unit 42
Building A-10N, Suite 10-210

PROFESSIONAL SERVICES AGREEMENT NO. 3930

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Alhambra, CA 91803
(626) 457-1800
bacevedo@sgvrht.org

To City: René Bobadilla, P.E.
City Manager-City of Montebello
1600 W. Beverly Blvd
Montebello, CA 90640
323-887-1397
rbobadilla@cityofmontebello.com

with a copy to: Arnold M. Alvarez-Glasman
City Attorney – City of Montebello
13181 Crossroads Pkwy North
Suite 400 – West Tower
City of Industry, CA 91746
aglasman@agclawfirm.com

- B. No Partnership. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or a joint venture between the Parties. Except as otherwise specifically provided in the Agreement, neither Party shall be authorized to act as an agent of or otherwise to represent the other Party.
- C. Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing and signed by the Parties in interest at the time of such modification.
- D. Governing Law. This Agreement shall be governed by and construed under California law and any applicable federal law without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the Parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.
- E. Attorneys' Fees. In the event of a dispute between the Parties with respect to the terms and conditions of this Agreement, the prevailing Party shall be entitled to collect from the other its reasonable attorney's fees as established by the judge or arbitrator presiding over such dispute.
- F. Excusable Delays. Neither Party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquakes, fires, acts of a public enemy, pandemic, epidemic, and government acts beyond the control and without fault or negligence of the affected Party. Each Party hereto shall give notice promptly to the other of the nature and extent of any such

PROFESSIONAL SERVICES AGREEMENT NO. 3930

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circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.

- G. Waiver. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought.
- H. Headings. The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.
- I. Assignment. Neither Party may assign its interest in this Agreement, or any part thereof, without the prior written consent of the other Party. Any assignment without consent shall be void and unenforceable.
- J. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- K. Authority to Execute. The person executing this Agreement on behalf of a Party warrant that they are duly authorized to execute this Agreement on behalf of said Party, and that by doing so said Party is formally bound to the provisions of this Agreement.
- L. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- M. Electronic Signatures. This Agreement may be executed with electronic signatures in accordance with Government Code Section 16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

FOR THE CITY OF MONTEBELLO:

By: _____
René Bobadilla
City Manager

Date: _____

FOR THE SAN GABRIEL VALLEY
REGIONAL HOUSING TRUST

By: _____
Marisa Creter
Executive Director

Date: _____

PROFESSIONAL SERVICES AGREEMENT NO. 3930

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APPROVED AS TO FORM:

ATTEST:

Christopher Jimenez
City Clerk

David DeBerry
General Counsel

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman
City Attorney

CITY OF montebello



COMMUNITY MEETING: ***TINY HOMES Proposed Site***

Wednesday, August 18, 2021 | 5:30-7:30 p.m.

Saturday, September 11, 2021 | 11 a.m.-1 p.m.

Montebello/Commerce Metrolink Station,
2000 Flotilla Street

Please join the City of Montebello and Montebello Fire Department at the proposed site where our neighbors experiencing homelessness will have bridge housing while waiting to find a permanent place to call home. We will share important information about Operation Stay Safe and an overview of the site's amenities and services.

Light refreshments will be provided.

No registration required.

Event is open to the public.



City of Montebello
**OPERATION
STAY SAFE**
A bridge to permanent housing

Safety and community for all.

FOR MORE INFORMATION

(323) 480-8219

www.cityofmontebello.com



@cityofmontebello

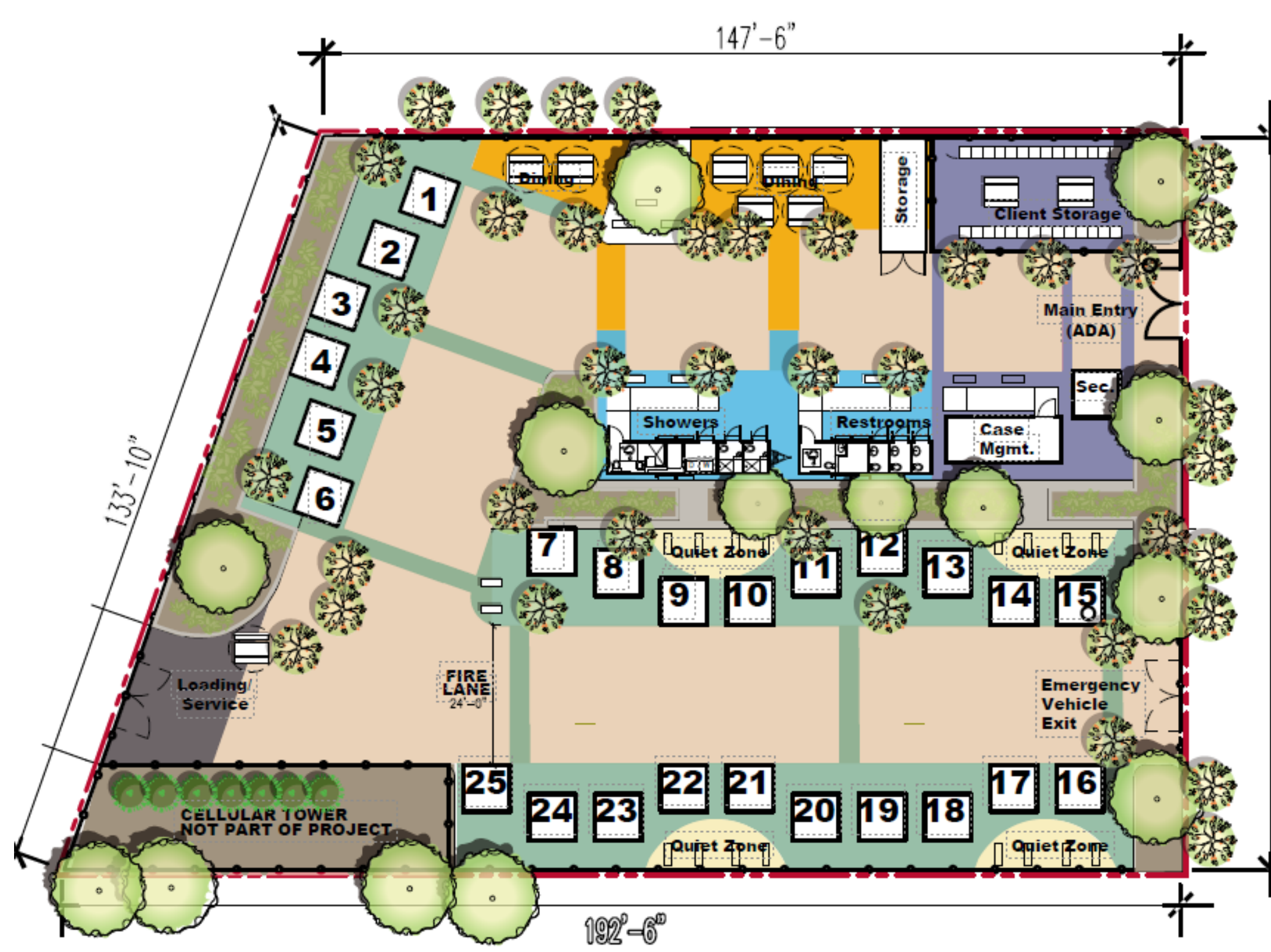
Proposed Site Operation Stay Safe



The San Gabriel Valley Regional Housing Trust (SGVRHT) and San Gabriel Valley Council of Governments (SGVCOG) have developed a tiny home pilot program to help cities meet the immediate needs of individuals experiencing homelessness. As of the 2020 point in time count, there are 170 unhoused individuals in Montebello.

Overview of proposed site

The proposed Montebello site would be located at 2000 Flotilla Street, Montebello. If the project is approved by City Council, the site will host 25 tiny home units which will house individuals experiencing homelessness in Montebello. Participants will be selected through local street outreach and will be assigned a unit for the duration of their stay, avoiding the daily lines associated with traditional emergency shelter. The site will provide bridge housing, a temporary placement, while connecting clients to permanent housing. The target length of stay will be 90 days, allowing the site to serve up to 100 individuals in a year. The site will have privacy fencing and secured entry for the benefit of participants and neighbors. Each unit provides a bed, shelves, overhead light, AC/heat, an outlet, and a door that locks. The site will also provide shared restroom, shower, and laundry facilities as well as a communal meal space offering participants increased access to hygiene and a sense of community.



Support Services

- The site will be operated by a supportive services provider, and will provide case management and connect clients to healthcare, job training, and additional services.
- The site will have 24/7 security. No illegal items, illicit substances, or visitors will be allowed on-site.
- Staff will work with participants to store large items off-site and keep each tiny home clutter-free.
- Participants can move-in with their pets, removing a barrier to entry.
- Participants will receive 3 meals per day. Meals will be prepared off-site and delivered ready to eat.

Site Amenities

- restroom/shower facilities
- laundry trailer
- office/case management space
- outdoor dining area
- landscaping and inviting colors

Project Schedule

August/September

In August, city staff, SGVRHT, and service providers will conduct community outreach and host community engagement meetings at the proposed site.

October

City Council will vote on the project on 10/13. SGVRHT will purchase the shelters, restrooms, and other site structures. Public Works will prepare the site.

November/December

Structures will be installed at the site. Participants will be assigned to available beds. In December, the site will be operational.



TEMPORARY BRIDGE HOUSING SITE

PUBLIC INFO MEETINGS

DATES

Wednesday, August 18, 2021 | 5:30-7:30 p.m.
Saturday, September 11, 2021 | 11 a.m.-1 p.m.

WHERE

Montebello/Commerce Metrolink Station,
2000 Flotilla Street



CITY OF
montebello



cityofmontebello • Following



cityofmontebello Please join the City of Montebello and Montebello Fire Department this Saturday at the proposed site where those experiencing homelessness will have access to bridge housing and supportive social services while waiting to find a more permanent housing solution. The City will share important information about Operation Stay Safe and explain the site's amenities and services. Light refreshments will be provided.

☐ No registration required.

Acompaña al Departamento de Bomberos de la Ciudad de Montebello y Montebello en el lugar propuesto donde las personas sin hogar tendrán



19 likes

SEPTEMBER 10



Add a comment...

Post

Montebello Operation Stay Safe



Frequently Asked Questions

1. How was the program introduced to the Montebello community?

The San Gabriel Valley Regional Housing Trust (SGVRHT) and San Gabriel Valley Council of Governments (SGVCOG) developed a bridge housing pilot using tiny homes to address the need for shelter in the San Gabriel Valley. The SGVRHT and SGVCOG presented to their respective working groups to invite member cities to learn more and explore participation in the pilot program. As with all SGVRHT funded projects, the proposed tiny home site will require member city support and will be brought to City Council for a vote.

2. What is bridge housing? Why are tiny homes used as bridge housing?

Bridge housing is a type of temporary housing that provides immediate assistance to individuals experiencing homelessness. Bridge housing offers 24/7 security and on-site services like case management and housing placement to help residents stabilize their lives and move on to permanent housing. Tiny homes are used as bridge housing to provide participants with safety and privacy that may be lacking in congregate shelter settings. Participants at tiny home sites in other cities have highlighted the importance of having a door that locks.

3. What is the average length of stay in the tiny homes?

Participants may reside in the tiny homes until they are connected to another form of housing such as affordable or permanent supportive housing or other alternatives such as family reunification. The goal length of stay is 90 days.

4. Who can live in the tiny homes and what is the process for being selected?

Individuals, or couples, experiencing homelessness in the City of Montebello may reside in the tiny homes. Participants will be selected from the local area through street outreach with the help of experienced service providers.

5. How does this project help individuals experiencing homelessness?

The provision of shelter has immediate health and mental health benefits for individuals experiencing homelessness. Program participants will be connected to supportive services and the tiny homes will be the first step towards ending their experience with homelessness.

6. What are the safety measures for the community and participants?

The tiny home site will have 24/7 security and secured access to the site. The site will be operated in accordance with harm reduction best practices, and no illegal or illicit materials will be allowed onsite.

7. Will the site attract additional individuals experiencing homelessness?

No. Each participant is assigned a tiny home for the duration of their stay. This eliminates the need for lines outside of the site that are associated with traditional first come first serve models in emergency shelter.

8. How will the site be maintained?

The tiny home units can be pressure washed and are built of mold and mildew resistant materials. The restroom and shower facilities will be maintained by onsite staff.

9. How will the restroom and shower facilities be operated?

The tiny home site will have restroom and shower trailers featuring individual stalls ensuring privacy and safety for each participant. The restroom and shower facilities will be overseen by supportive service staff.

Montebello Operation Stay Safe



10. How does the project enhance existing efforts to address homelessness in Montebello?

The City of Montebello anticipates working with a service provider who will be able to provide on-site supportive and case management services. The tiny home site would serve as a resource for the service provider to connect individuals or couples experiencing homelessness.

11. How is the tiny home site funded?

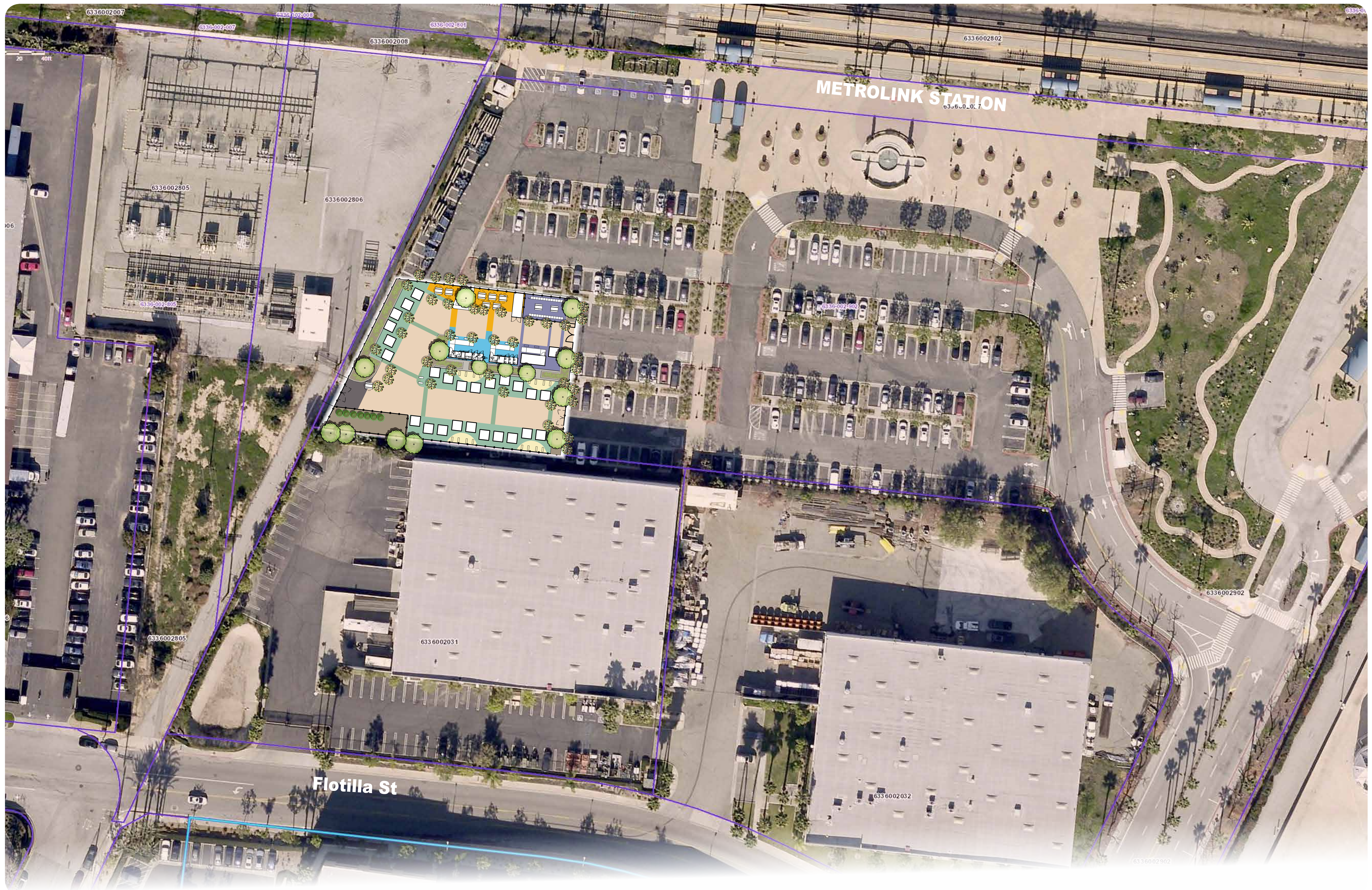
The San Gabriel Valley Regional Housing Trust (SGVRHT) and San Gabriel Valley Council of Governments (SGVCOG) are grant funding the construction and first year operation of the site. Funding is provided through Measure H administered by the SGVRHT.

12. What happens to the tiny homes after the 24 month pilot period?

The City may decide to extend the program if the first year of operations is successful. If the City does not continue the program, the tiny homes can be moved to another site or disassembled and stored for use at a later date.

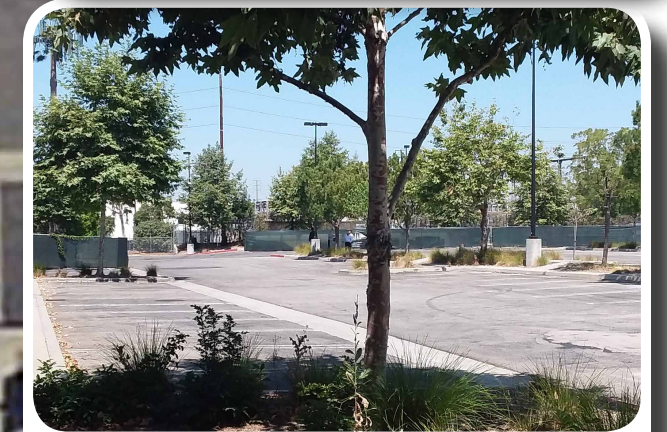
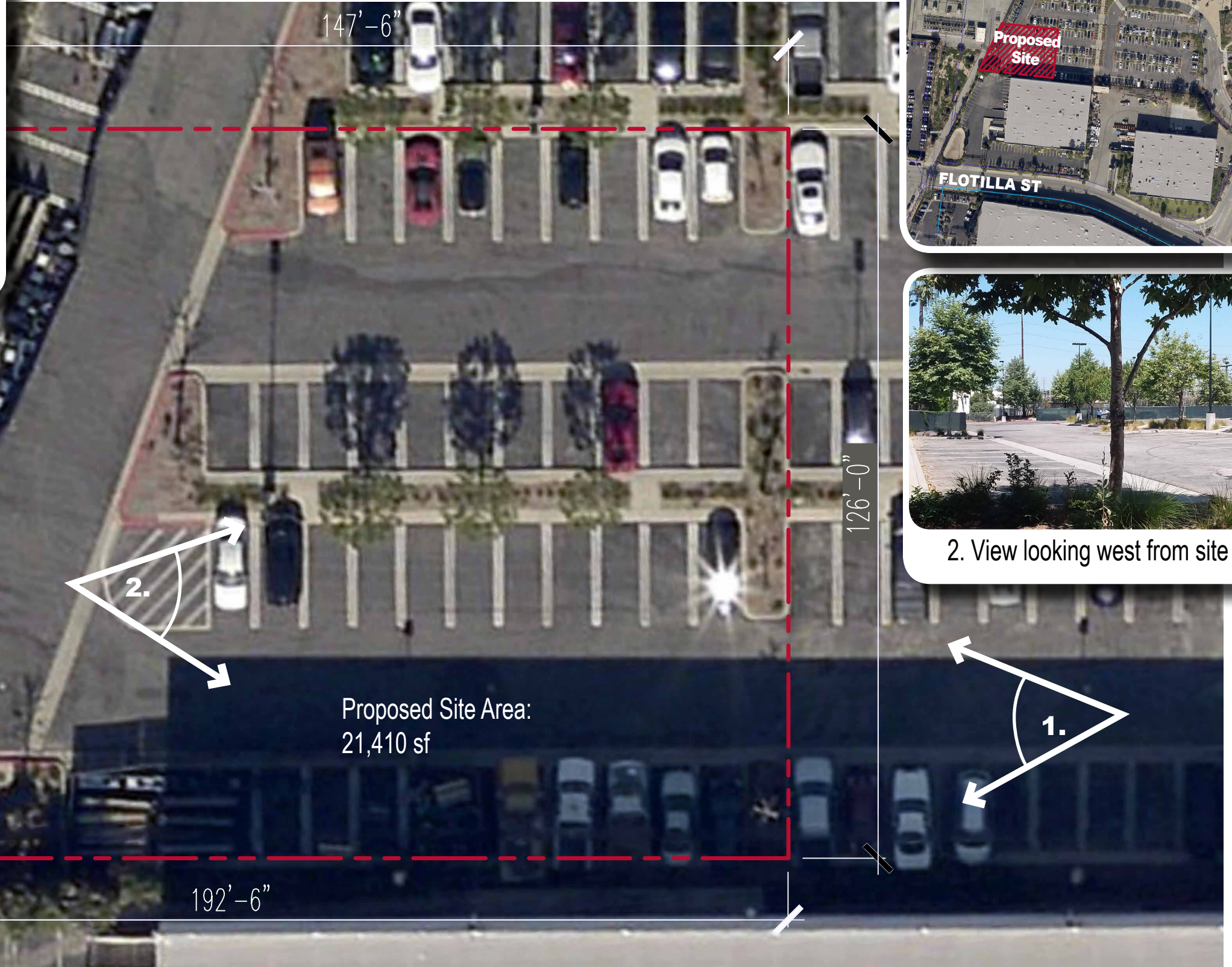
13. How can I get involved as a community member?

There are several ways to get involved! You can share your support for the project at the upcoming Community Engagement (Informational Sessions) Sessions (Soon to be posted on our City website) and/or September 8th City Council Meeting. If the project is approved, City staff and the SGVRHT will be creating volunteer opportunities such as welcome kits for site participants. We value our residents as they are the foundation of building diverse, safe and healthy communities.





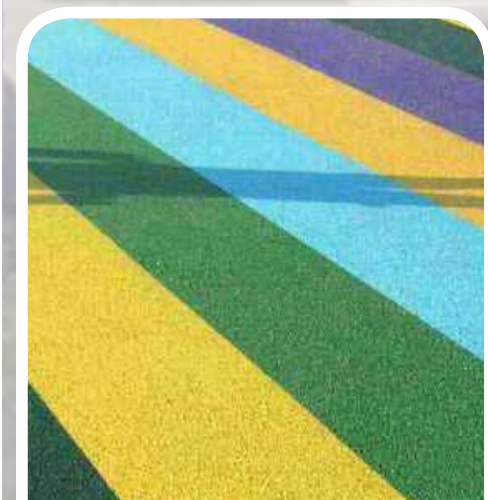
1. View looking east from site



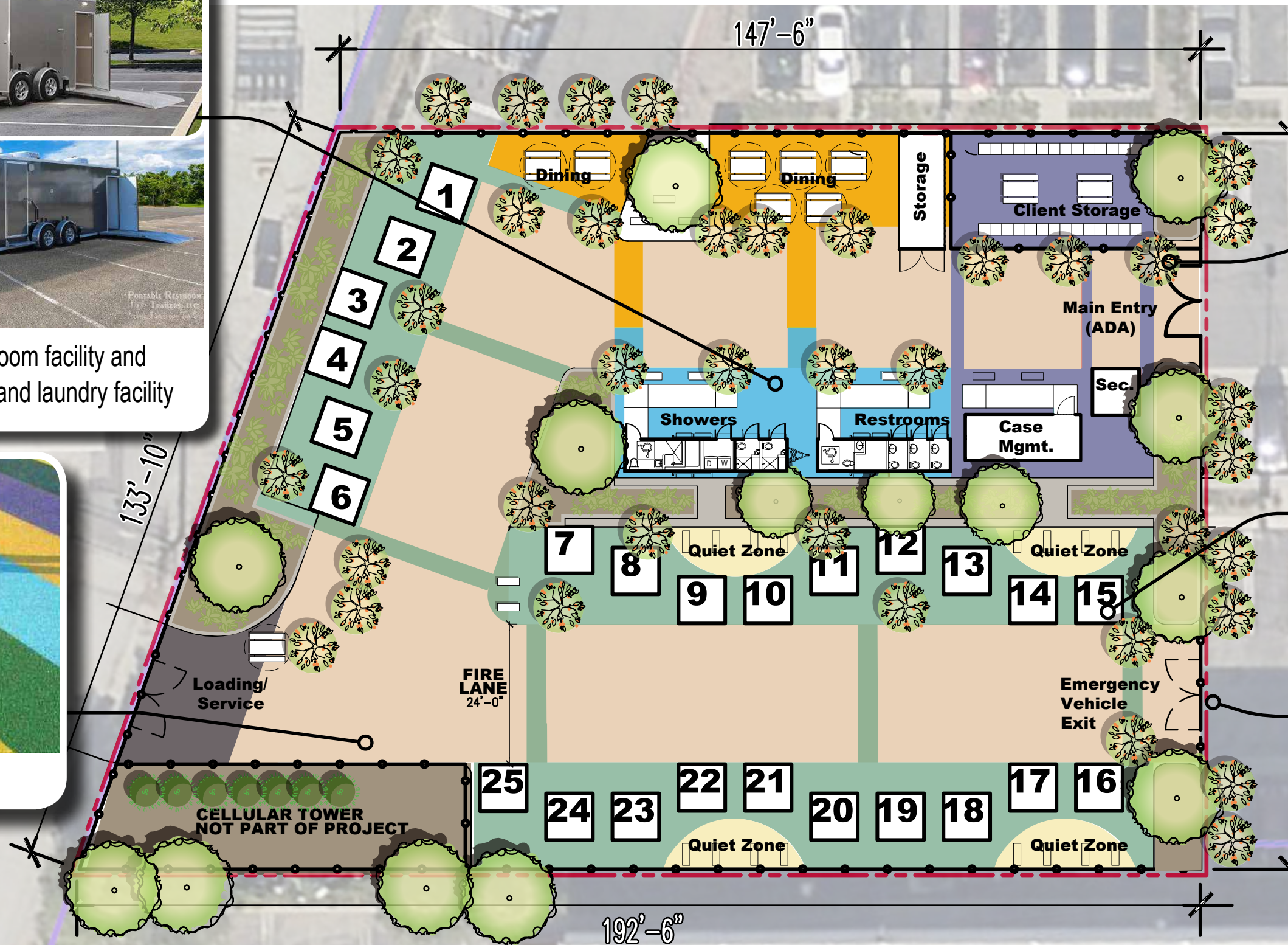
2. View looking west from site



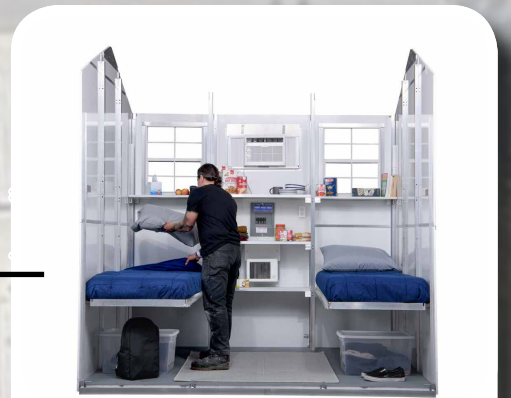
Pre -fab. ADA rest-room facility and
Pre -fab. ADA shower and laundry facility



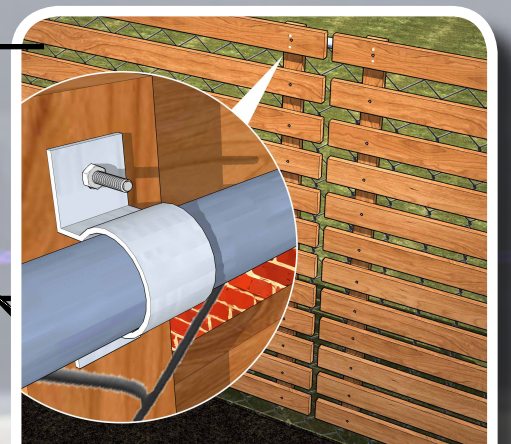
Asphalt Paint



Boxed Trees and Plants



Pallet Shelter, 64 sf
Pre -fabricated shelter



Privacy Wood Slats



CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Fernando Pelaez, Fire Chief
Michael Solorza, Director of Finance

SUBJECT: **Approve Donation of Four (4) Surplus Fire Engines/Vehicles (Waiver and General Release Agreement No. 3931)**

DATE: October 27, 2021

RECOMMENDATION (S):

It is recommended that the City Council take the following actions:

- 1) Approve the donation of four (4) surplus fire engines/vehicles; and
- 2) Authorize the City Manager to sign the attached Waiver and General Release Agreement No. 3931 (Attachment B) with the Rio Hondo College Fire Academy (Academy) to donate one (1) of the surplus fire engines; and
- 3) Authorize the City Manager to sign any subsequent waivers and/or releases necessary to transfer the remaining three (3) surplus vehicles; and
- 4) Take such additional, related activities that may be desirable.

FISCAL IMPACT

There is no direct fiscal impact for donating these fire engines. Upon signing the attached waiver and general release agreement, staff will commence transferring ownership to the Academy. The Academy will accept all liability associated with owning and operating the fire engine. Similar action will take place with the remaining surplus fire vehicles once recipients have been located.

BACKGROUND

The City of Montebello maintains a fleet of vehicles to provide transportation for staff to conduct City-related business and provide services to the community. When vehicles have exceeded their usage cycle and are no longer appropriate for service use, the staff

Approve Donation of Four (4) Surplus Fire Engines/Vehicles

Page 2 of 2

engages in a process to dispose of the vehicle. City of Montebello Administrative Policy: Capital Asset Policy, No. VI-C-3 provides the guidelines and the process for dispositioning vehicles.

DISCUSSION

Currently, the Montebello Fire Department possesses four (4) fire engines/vehicles that are no longer being used for service (See Attachment B – Disposal List). The vehicles have been placed out of service because they have exceeded their use cycle. Despite their age, the vehicles are still operable; however, the increased cost of maintenance and repair of older vehicles has rendered them unfit for current Montebello Fire Department service. And therefore, on October 28, 2020 the City Council approved the purchase and sale agreement with the City of Vernon to provide fire apparatus and related equipment that would provide the Fire Department with two (2) 2009 Seagrave Fire Engines as replacement vehicles. The Fire Department wishes to donate these vehicles to another agency or institution.

Rio Hondo College Fire Academy has expressed interest in obtaining one of the vehicles to train recruits. To complete this process, it is requested that City Council approve the attached waiver and general release agreement (See Attachment C – Waiver and General Release – Rio Hondo). Upon full execution of the agreement, staff will initiate the DMV title change process, and the Academy will take full ownership.

The remaining three (3) vehicles will be donated to other organizations once a recipient (or recipients) has (have) been identified. As of the date this staff report was written, two (2) of the vehicles will be delivered to an agency in Mexico and a recipient is still pending for the last vehicle. The City Manager and City Attorney will review and approve any necessary waiver and general release agreements or any other documents required for the release of these remaining three (3) vehicles. The donation of these vehicles will not impact the delivery of services within the City of Montebello.

SUMMARY

The Fire Department owns four (4) fire engines/vehicles that are no longer in use. Although not suitable for service use, the engines/vehicles are still operable and can be used for training exercises and other purposes. The Fire Department requests that the attached waiver and general release agreement is signed to complete the donation of one of the engines to the Rio Hondo Fire Academy. The donation of the remaining engines/vehicles will be coordinated at a later date and Staff is requesting permission to allow the City Manager to execute any subsequent waivers/releases necessary to effectuate the surplus of the remaining three (3) vehicles.

ATTACHMENT (S):

Attachment A – Memo – Disposition of Four (4) Surplus City Vehicles

Attachment B – Disposal List

Attachment C – Waiver and General Release – Rio Hondo



**CITY OF MONTEBELLO
MEMORANDUM**

DATE: September 16, 2021

TO: René Bobadilla, City Manager

FROM: Michael Solorza, Director of Finance 

SUBJECT: Disposition of Four (4) Surplus City Vehicles

On behalf of the Fire Department, the Finance Department is requesting authorization to dispose of four (4) City vehicles that have been identified as surplus property. The vehicles were initially assigned to the Fire Department. While they are still operable, they have been deemed no longer suitable for service use due to their age and the increased cost of maintenance and repairs.

The City's Vehicle Maintenance Manager, Jose Acosta, has inspected each vehicle. During the inspection, Mr. Acosta determined the condition and Blue Book Value of each vehicle.

Based upon the inspection, the Fire Department has recommended that the City donate the vehicle. One of the vehicles (a 2002 American La France Fire Engine – VIN No. ending in 74154) will be donated to Rio Hondo Fire Academy. Rio Hondo has signed a General Waiver and Release to accept the vehicle. The remaining vehicles will be transferred to a yet-to-be-determined agency located in Mexico. Upon receiving approval from the City Manager's Office to disposition the vehicles in the manner mentioned above, a staff report will be submitted to City Council to obtain Council approval and formally notify the public.

The actions described are within the guidelines of City of Montebello Administrative Policy: Capital Asset Policy, No. VI-C-3. If you have any questions or require further information, please contact me by phone at (323) 887-1412 or email at msolorza@cityofmontebello.com or Micah Herd, Senior Management Analyst by phone at (323) 887-1200 extension 212 or by email at mherd@cityofmontebello.com.

City of Montebello

Disposal List for City Vehicles

September 15, 2021

[illegible]

CITY OF MONTEBELLO

**WAIVER AND GENERAL RELEASE AGREEMENT NO. 3931
BY AND BETWEEN THE CITY OF MONTEBELLO AND
RIO HONDO COLLEGE FIRE ACADEMY**

This WAIVER AND GENERAL RELEASE AGREEMENT ("Agreement") is entered on October 27, 2021 ("Effective Date"), by and between the City of Montebello, a California municipal corporation (the "City"), and Rio Hondo College Fire Academy, a California public institution of higher education (the "Fire Academy"). The City and the Fire Academy may each be referred to individually as the "Party," or collectively as the "Parties."

RECITALS

WHEREAS, the City, by and through the Montebello Fire Department, desires to donate AS-IS WITHOUT WARRANTY AND WITH ALL FAULTS the specific equipment described in Exhibit "A" (the "Equipment") to the Fire Academy; and

WHEREAS, the Fire Academy agrees to accept the Equipment acknowledging that proper use of the Equipment may require maintenance and training at the Fire Academy's sole cost and expense; and

WHEREAS, the Fire Academy further acknowledges that upon acceptance of the Equipment it shall hold all responsibility for the proper operation of the Equipment.

NOW, THEREFORE, in consideration of the waiver and general releases referred to herein and the amount of One Dollar and 0/100 Cents (\$1.00) paid to the City, the receipt of which the City of Montebello hereby acknowledges, by Rio Hondo College Fire Academy, the Parties agree to the following:

AGREEMENT

1. **Recitals.** The recitals set forth above are true and correct and are hereby incorporated into this Agreement by reference, as though set forth in full herein.

2. **Waiver of Liability.** The Fire Academy does hereby waive, release, and discharge any and all claims for damages for personal injury, death, property damage, any claim in tort, or any other claim, regardless of legal theory, that may hereafter accrue as a result of the use of the Equipment. The entire risk as to the performance of the Equipment is assumed by the Fire Academy. In no event shall the City or its officers,

WAIVER AND RELEASE AGREEMENT NO. 3931

Page 2 of 4

employees or agents, be responsible or liable for any direct, indirect, special, incidental, consequential damages, lost profits, or any other economic or physical loss or damage to any individual regardless of legal theory resulting from use of the Donated Equipment. The above limitations on liability apply even though the City may not have advised of the possibility of such damage.

3. **Indemnification.** The Fire Academy agrees to indemnify and hold harmless the City from any and all claims, liability and damages, arising from the use of the Equipment.

4. **All Claims Included.** The Fire Academy agrees to waive, release and hold harmless, the City against all claims of every kind and nature, past, present and future, known or unknown, suspected or unsuspected, related to or arising out of or connected with any purported losses or purported damages related to the donation of the Equipment in consideration of One Dollar and 00/100 Cents (\$1.00). The Fire Academy also expressly waives any and all rights or claims under Section 1542 of the California Civil Code, which provides:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

5. **No Warranties.** The City (including its officers, employees, and agents), makes no representations whatsoever, extend no warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose, and assumes no responsibilities whatsoever with respect to design, development, manufacture, or use of the Equipment.

6. **Successors and Assigns.** The Fire Academy and the City understand and agree that the agreements, undertakings, acts and other things done or to be done by them in this Agreement shall run to and be binding upon their heirs, successors, executors, administrators and assigns.

7. **Confidentiality of Terms.** The City and the Fire Academy, agree and understand that as public entities, they are subject to the requirements of the California Public Records Act and the United States Freedom of Information Act, and may be required to disclose this Waiver and General Release to any member of the public who makes a lawful request for such.

WAIVER AND RELEASE AGREEMENT NO. 3931

Page 3 of 4

8. **Attorneys' Fees.** Should any Party to this Agreement reasonably retain counsel for the purpose of enforcing or preventing the breach of any provision hereof including, but not limited to, instituting any action or proceeding: (1) to enforce any provision hereof; (2) for damages by reason of any alleged breach of any provision hereof; and (3) for a declaration of such party's rights or obligations hereunder, or for any other judicial determination, including arbitration, the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses reasonably incurred thereby, including, but not limited to, reasonable attorneys' fees.

9. **Governance.** This Agreement shall be governed and construed in accordance with the laws of the State of California.

10. **Construction Without Regard to Drafter.** The Fire Academy and the City agree that this Agreement shall be construed and interpreted without regard to the identity of the party drafting said Agreement.

11. **Independent Advice of Counsel.** The Fire Academy and the City represent and declare that, in executing this Agreement, each party relied solely upon their own judgment, belief and knowledge, and, if utilized by a party, the advice and recommendations of each party's own independently selected counsel concerning the nature, extent and duration of their rights and claims. The Fire Academy further represents and agrees that it has not been influenced by any representations or statements concerning any matter made by any other parties or by any person or attorney representing any other parties.

12. **Entire Agreement.** This is a fully integrated Agreement. All agreements, covenants, representations and warranties, express or implied, oral and written, of the parties to this Agreement concerning its subject matter are contained herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party to any other party concerning the subject matter of this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties concerning the subject matter of this Agreement are merged herein.

[Signatures on the Next Page]

WAIVER AND RELEASE AGREEMENT NO. 3931

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IN WITNESS WHEREOF, this Agreement between the CITY OF MONTEBELLO and the RIO HONDO COLLEGE FIRE ACADEMY shall become effective upon the Effective Date first described above.

City of Montebello,
a California municipal corporation
(the "City")

Rio Hondo College,
a California public institution of
higher education
(the "Fire Academy")

René Bobadilla,
City Manager

Stephen Kibui,
VP of Finance

Date: _____

Date: _____

ATTEST:

Christopher Jimenez,
City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman,
City Attorney

Attachment “A”
Description of the Donated Equipment

- **2002 American LaFrance Fire Engine (Last six characters of Vehicle Identification Number (VIN) – L74154)**



CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Michael Solorza, Finance Director

SUBJECT: Request to Approve Issuance of a Blanket Purchase Order to Tyler Solutions for Fiscal Year 2021-22

DATE: October 27, 2021

RECOMMENDATION (S):

It is recommended that the City Council authorize issuing a blanket purchase order to Tyler Solutions in the amount of \$50,000 to purchase miscellaneous additional services related to the use of their software solutions during Fiscal Year 2021-22.

FISCAL IMPACT

If approved, staff will have the authorization to spend up to \$50,000 for miscellaneous additional services related to the use of Tyler Solutions software. This amount will solely cover services that are not included in the cost of the annual support, maintenance, and licensing fees. The specific G/L code(s) to be used will vary based upon the requesting Department. This purchase order will only be valid for purchases made during the current Fiscal Year (July 1, 2021 – June 30, 2022).

The City spends approximately \$275,000 annually to support, maintain, and license various Tyler Solutions software products (i.e., New World Systems, Tyler CAD/RMS, etc.). These expenditures have been previously approved through City Council action, and sufficient budget appropriations have been made in the budget. Because of this annual expenditure, the purchase proposed in this staff report exceeds the City Manager's approval authority, and City Council approval is required.

No budget adjustment is needed, as sufficient appropriations are included in the adopted FY 2021-22 budget for these additional services.

BACKGROUND

Since 2013, the City has used software developed by Tyler Solutions to effectively and efficiently manage various City functions. These solutions have helped automate the

Request to Approve Issuance of a Blanket Purchase Order to Tyler Solutions for Fiscal Year 2021-22

Page 2 of 3

process of several day-to-day business activities such as accounting, procurement, payroll, project management, personnel management, and public safety (i.e., dispatch). Data produced by this software is typically in real-time and critical to the decision-making process and planning efforts of staff.

ANALYSIS

The Finance Department analyzed the invoice history from Tyler Solutions over the past three (3) fiscal years. This analysis determined that, on average, an additional \$20,000 is spent annually for miscellaneous services related to the City's Enterprise Resource Planning (ERP) System, CAD/RMS, and other Tyler software. For example, Finance staff recently required Tyler support to build an interface that allows for more efficient processing of invoices. Typically staff will reach out to Tyler support to request similar "special project" assistance as operations are improved through the increased use of existing technology.

Staff is requesting approval to purchase \$50,000 of additional services required for an upcoming CAD/RMS upgrade as well as integration services related to the City's ERP System.

DISCUSSION

Once annually, Tyler Solutions invoices the City for support, maintenance, and licensing of software solutions. These invoices cover most of the expenses associated with operating the software solution; however, staff occasionally needs to purchase additional services that are not covered by the annual licensing agreement. These additional services include but are not limited to custom reporting, integration with other software solutions, activation of new modules, and staff training. For this reason, it is recommended that City Council authorize purchases up to \$50,000 for the current Fiscal Year.

Tyler Solutions software is proprietary, and they are the only source with the capability to provide remote support, integration, and training services. Tyler Solutions did not use any third parties to provide the required additional services when this staff report was written. As a result, this service is a sole source and exempt from the competitive bidding process under Montebello Municipal Code Section 3.20.050, Subsection B – Conformance with Bidding Procedures, which states:

Purchases of supplies and equipment for city use shall be made and accomplished in conformity with Section 3.20.080 or Section 3.20.090 except:

When the supplies and equipment needed can be obtained from one source only.

SUMMARY

The City uses software developed by Tyler Solutions to improve the efficiency and effectiveness of service delivery. For each solution, the City pays an annual fee for

Request to Approve Issuance of a Blanket Purchase Order to Tyler Solutions for Fiscal Year 2021-22

Page 3 of 3

support, maintenance, and licensing. While the amount covers most of the services, it does not cover other items that are occasionally required. For this reason, the Finance Department requests that City Council authorize

ATTACHMENT (S):

None



CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Adrianna Kendricks, Acting Director of Transportation

SUBJECT: **Adopt Resolution No. 21-80 Approving a Zero-Emission Bus Rollout Plan for Submission to the California Air Resources Board (CARB)**

DATE: October 27, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

- 1) Adopt a Resolution approving a Zero-Emission Bus (ZEB) Rollout Plan for submission to the California Air Resources Board (CARB); and
- 2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The ZEB Rollout Plan (Rollout Plan) will serve as a guide to assist Montebello Bus Lines (MBL) transition from conventional transit buses (Diesel, Hybrid, and Compressed Natural Gas [CNG]) to ZEBs to further reduce the carbon footprint of MBL's bus fleet. While the Rollout Plan establishes goals, objectives, and procedural steps required to transition to a zero-emissions (ZE) transportation system, it does not commit MBL to any specific expenditures. All future procurement processes required for ZEBs and facility infrastructure modifications will be included in MBL's annual budget development process for each identified fiscal year, and will be presented for City Council review and approval.

BACKGROUND

In December 2018, the Innovative Clean Transit (ICT) regulation was adopted by the State of California, requiring all public transit agencies to gradually transition to a one hundred (100) percent ZEB fleet. The ICT regulation is part of California's holistic plan to address challenging mandates and needs for public health protection, and to meet federal air quality standards and climate protection goals. In addition, the regulation aligns with

Adopt Resolution No. 21-80 Approving a Zero-Emission Bus Rollout Plan for Submission to the California Air Resources Board (CARB)

Page 2 of 3

other State policies, including, the Sustainable Communities and Climate Protection Program (SB 375), which creates initiatives for increased development of transit-oriented communities, better-connected transportation, and active transportation.

The ICT regulation requires each transit agency to submit a complete Rollout Plan, approved by its governing body, to CARB showing how it plans to achieve a full transition to zero-emission technologies by 2040. Large transit agencies must submit a Rollout Plan by July 1, 2020, and small transit agencies by July 1, 2023. A transit agency is considered large if it operates at least one hundred (100) buses in annual maximum service in an urbanized area with a population of at least 200,000, or if it operates with more than sixty-five (65) buses in annual maximum service in either the South Coast or San Joaquin Valley Air Basins.

MBL is considered a large transit agency since it operates a fleet of sixty-six (66) transit buses within the South Coast Air Basin. MBL did not submit a completed Rollout Plan in accordance with the ICT regulation requirements schedule for large agencies by July 1, 2020. In September 2020, staff was made aware of MBL's delinquent Rollout Plan. Amid the coronavirus pandemic, MBL requested extra time and committed to submit the Rollout Plan by June 30, 2021. However, due to staff turnover, MBL was unable to rectify this issue in a timely manner. Due to the delinquent Rollout Plan, MBL may lose eligibility of some state funded incentive programs. The adoption of a Resolution approving the Rollout Plan for submission to CARB will allow the City of Montebello (City), by and through MBL, to address and rectify previous planning deficiencies.

ANALYSIS

On August 23, 2021, CARB notified staff of MBL's delinquent Rollout Plan. To avoid any enforcement action and to comply with the ICT regulation requirements, staff mobilized to create a thorough Rollout Plan to serve as a blueprint for how MBL plans to achieve a full transition to ZE technologies by 2040 (see Attachment "A"). This Rollout Plan provides information on the strategies necessary to address MBL's current bus fleet composition and future bus purchases, facilities and infrastructure modifications, workforce training, potential funding sources, and start-up and scale-up challenges. Once the Rollout Plan is submitted and approved by CARB, MBL may update the Rollout Plan as it sees fit, with any updates subsequently submitted to CARB.

Beginning in 2023, the ITC regulation requires that a minimum of twenty-five (25) percent of large transit agency bus purchases in any given calendar year must be ZEBS, with one hundred (100) percent of new purchases being ZEBS beginning 2029. To this point, MBL will purchase two ZEBs in the first quarter of 2023 and gradually purchase additional ZEBs to transition the fleet from conventional transit buses to ZEBs by 2040.

Currently, two types of ZEBs are manufactured: Fuel Cell Electric Buses (FCEBs) and Battery Electric Buses (BEBs). Staff determined that FCEBs will be more efficient to deploy within MBL's transportation system due to key considerations such as a longer

Adopt Resolution No. 21-80 Approving a Zero-Emission Bus Rollout Plan for Submission to the California Air Resources Board (CARB)

Page 3 of 3

performance range and an increased bus life expectancy. Moreover, the FCEBs align with the City's commitment to invest in innovative, cutting-edge technology required to support the sustainable electrification of transportation.

Lastly, MBL's Rollout Plan has been preliminarily reviewed by CARB staff and includes all the required elements in accordance with the ITC regulation and must be approved by the City Council through the adoption of Resolution No. 21-80, prior to submission to CARB (see Attachment "B").

SUMMARY

Staff recommends the City Council adopt Resolution No. 21-80, approving MBL's ZEB Rollout Plan; and direct staff to take such additional, related, action that may be desirable.

ATTACHMENT(S):

- A. Attachment A – Montebello Bus Lines Zero-Emission Bus Rollout Plan
- B. Attachment B – Resolution No. 21-80



Montebello Bus Lines Zero Emission Bus Rollout Plan



October 27, 2021

Montebello
B U S L I N E S

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SECTION A: Transit Agency Information

1. Transit Agency's Name	Montebello Bus Lines
2. Mailing Address	400 S. Taylor Ave Montebello, CA 90640
3. Name of Transit Agency's Air Districts	South Coast Air Quality Management District
4. Name of Transit Agency's Air Basin	South Coast Air Basin
5. Total Number of Buses in Annual Maximum Service	66
6. Population of Urbanized Area Transit Agency Services (<i>Last Published by the Census Bureau as of 2019</i>)	520,344
7. Contact Information	Adrianna Kendricks Acting Director of Transportation (323)558-1625 ext. 201 akendricks@cityofmontebello.com
8. Is your agency part of a Joint Group (13 CCR§2023.1 (d) (3))?	Yes ☐ No ☒

SECTION B: Rollout Plan General Information

- 1. Does your transit agency's Rollout Plan have a goal of full transition to zero-emission technologies by 2040 that avoids early retirement of conventional transit buses (13 CCR § 2023.1(d)(1)(A))?**

Yes.

- 2. The ICT regulation requires 100% ZEB purchase in 2029. Conventional transit buses that are purchased in 2028 could be delivered in or after 2029. Please explain how your transit agency plans to avoid potential early retirement of conventional buses in order to meet the 2040 goal.**

Montebello Bus Lines (MBL) will begin purchasing zero-emission buses (ZEB) in the first quarter of 2023, and gradually purchase additional ZEBs through 2040. This purchasing strategy will coincide with the disposition of conventional transit buses at the end of their lifecycle expectancy. MBL does not intend to acquire additional non-ZEBs after 2023.

- 3. When did your transit agency's board or governing body approve the Rollout Plan?**

a. Rollout Plan's approval date: 10/27/2021

b. Resolution number: 21 - 80

c. Is a copy of the board approved resolution attached to the Rollout Plan submitted to CARB (13 CCR § 2023.1(d) (2))? Yes

- 4. Please provide contact information for CARB to follow up on details of the Rollout Plan, if needed.**

a. Contact name: John Soria

b. Title: Transit Administration Manager

c. Phone Number: (323) 558-1625 ext.106

d. Email: jsoria@cityofmontebello.com

- 5. Who assisted in creating the Rollout Plan?**

MBL staff worked with bus manufacturing consultants and representatives to create a customized plan that considers MBL's Current Bus Fleet Composition and Future Bus Purchases, Facilities and Infrastructure Modifications, Workforce Training, Potential Funding Sources, and Start-up and Scale-up Challenges.

SECTION C: Technology Portfolio

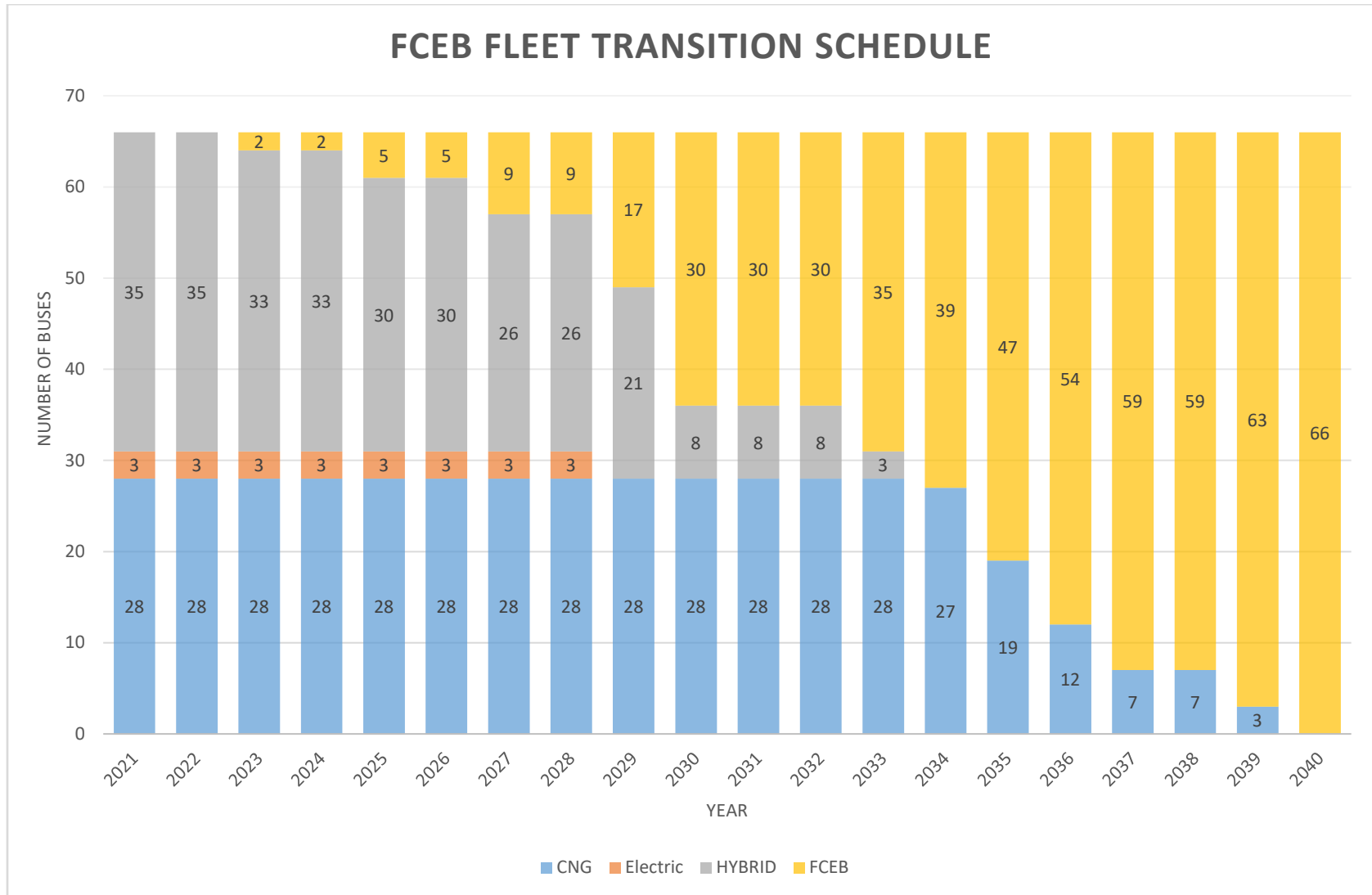
1. What type(s) of zero-emission bus technologies does your transit agency plan to deploy through 2040? (13 CCR § 2023.1(d)(1)(B))

MBL intends to deploy a complete fleet of Fuel Cell Electric Buses (FCEB). While Battery Electric Buses (BEBs) are also ZEBs with several notable configurations, MBL concluded that FCEBs are more efficient and better aligned with the transit agency's operational needs. Key considerations used to identify the preferred option were performance and ease of implementation. FCEBs can accommodate larger energy demands over the BEBs. In addition, FCEB technology is operationally flexible during power outages and rolling blackouts. According to bus manufacturer, New Flyer of America, Inc., FCEBs provide the following:

- Long-range transit services of 350 miles without refueling.
- Refueling process between 8 – 20 minutes.
- Increased bus life expectancy of 16 years (CNG – 12 years).
- Increased passenger load capacity of 82 (CNG – 62).

Further considerations were made regarding infrastructure needs for both types of ZEBs. Deploying an FCEB fleet will not require significant changes to the current infrastructure and will provide long term cost savings when compared to a BEB fleet. Figure 1 illustrates MBL's plan to achieve a complete FCEB fleet by 2040. The procurement of FCEBs and the gradual development of MBL's infrastructure to receive and support its new fleet will begin in 2023.

FIGURE 1: MBL's FCEB Fleet Transition Schedule Over the next 20-Year Period



SECTION D: Current Bus Fleet Composition and Future Bus Purchases

Please complete Table 1 with information on each individual bus in your current bus fleet.

Table 1 represents MBL's fleet as of the fourth quarter of 2021. Listed are vehicles that routinely operate in service, as well as a supporting contingency fleet.

TABLE 1: Bus Information for Current Bus Fleet

Series	Model Year	No. of Buses	Active/Non-Active	Bus Type	Engine Model Year	Engine Serial Number	Engine Model	Engine Family	Fuel Type
SR952	2005	3	NON-ACTIVE	New Flyer	2010	R07470255	FORD	5ISEC6.8HB	UNLEADED/HYBRID
SR1224	2008	11	ACTIVE	New Flyer	2010	R07721220	FORD	9ISEH06.8HB	UNLEADED/HYBRID
SR1224	2008	3	ACTIVE	New Flyer	N/A	N/A	N/A	N/A	ELECTRIC
SR1363	2009	8	ACTIVE	New Flyer	2010	R07443458	FORD	9ISEH06.8HB	UNLEADED/HYBRID
SR1362	2009	16	ACTIVE	New Flyer	2010	R07454955	FORD	9ISEH06.8HB	UNLEADED/HYBRID
SR1490	2011	3	ACTIVE	New Flyer	2010	73165084	ISLG 280	ACEZH0540LBD	CNG
SR1570	2011	4	ACTIVE	New Flyer	2011	73321795	ISLG 280	BCEXH0540LBG	CNG
SR1683	2013	8	ACTIVE	New Flyer	2013	73504250	ISLG 280	DCEXH0540LBG	CNG
SR2049	2016	7	ACTIVE	New Flyer	2016	74015640	ISLG 280	GCEXH0540LBG	CNG
SR2241	2018	5	ACTIVE	New Flyer	2018	74263223	ISLG 280	JCEXH0540LBM	CNG
SR2524	2020	1	ACTIVE	New Flyer	2020	74708434	L9N	LCEXHO540LBM	CNG

Please complete Table 2 regarding expected future bus purchases, including the number of buses in total expected to be purchased or leased in the year of purchase.

Identify the number and percentage of zero-emission buses of the total bus purchases each year, as well as bus types and fuel types. Identify the same type of information for purchases of conventional buses. Bus types include standard, articulated, over-the-road, double decker and cutaway buses. For zero-emission technologies, please identify the fuel type as hydrogen or electricity and the type of charging technology (depot, wireless, and/or on-route). For conventional technologies, identify the fuel type as diesel, compressed natural gas (CNG), liquefied natural gas (LNG), diesel hybrid (dHEB), gasoline hybrid (gHEB), propane, or gasoline. (13 CCR § 2023.1(d) (1) (D))

Figure 2 illustrates a purchase forecast for MBL to acquire ZEBs while maintaining reliable service. The chart further demonstrates a projected schedule for MBL to fully convert to a ZEB fleet through procurement planning for future years. This process enables MBL to become familiar with the new technology and avoid service disruptions. In addition, the chart reflects the 12-year life span of the current fleet and the 16-year ZEB replacement plan beginning in 2023. Table 2 demonstrates MBL’s commitment to a 100% ZEB procurement planning process beginning in 2023. Years in which buses are not purchased are omitted from the table.

FIGURE 2: MBL’s Projected Annual FCEB Procurement

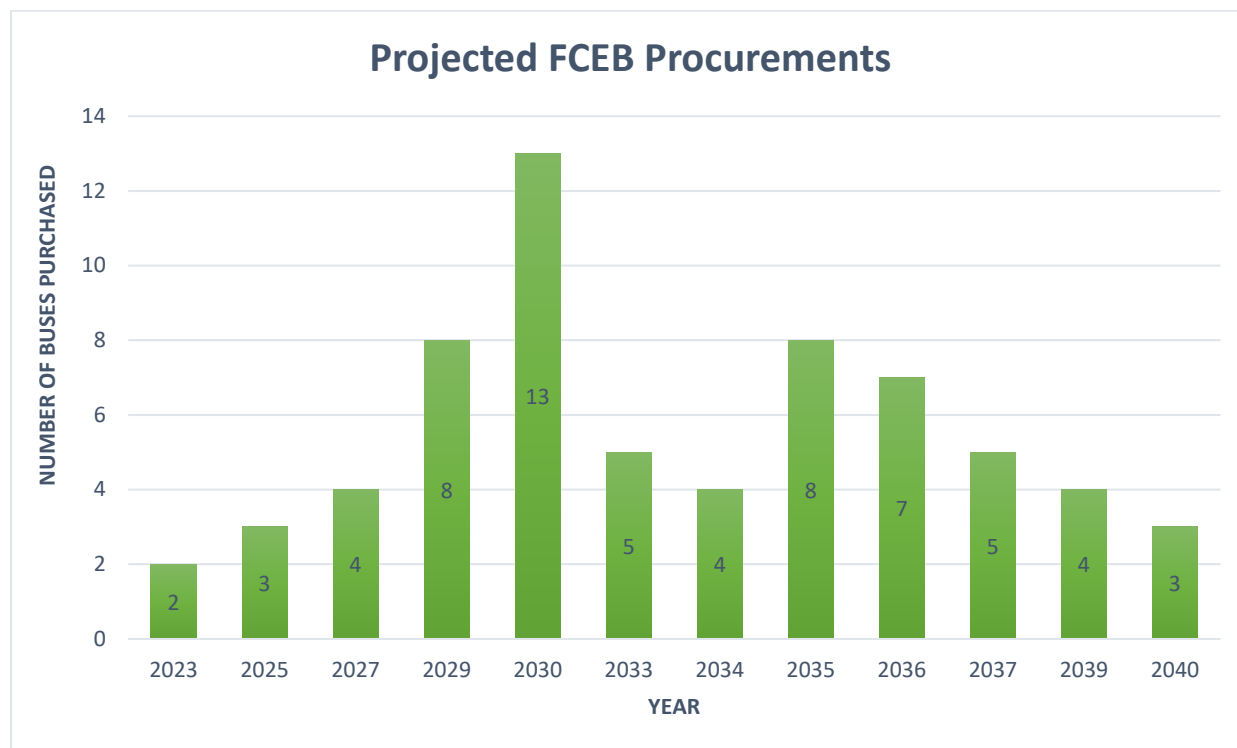


TABLE 2: MBL's Projected Annual ZEB Procurement Details

Timeline (Year)	Total Number of Buses to Purchase	Number of ZEB Purchases	Percent of Annual Bus Purchases	ZEB Bus Type(s)/ZEB Fuel Type(s)	Number of Conventional Vehicles
2023	2	2	100%	40' Standard FCEB / Hydrogen	0
2025	3	3	100%	40' Standard FCEB / Hydrogen	0
2027	4	4	100%	40' Standard FCEB / Hydrogen	0
2029	8	8	100%	40' Standard FCEB / Hydrogen	0
2030	13	13	100%	40' Standard FCEB / Hydrogen	0
2033	5	5	100%	40' Standard FCEB / Hydrogen	0
2034	4	4	100%	40' Standard FCEB / Hydrogen	0
2035	8	8	100%	40' Standard FCEB / Hydrogen	0
2036	7	7	100%	40' Standard FCEB / Hydrogen	0
2037	5	5	100%	40' Standard FCEB / Hydrogen	0
2039	4	4	100%	40' Standard FCEB / Hydrogen	0
2040	3	3	100%	40' Standard FCEB / Hydrogen	0

Following the same bus purchase timeline as identified in Table 2, please identify in Table 3 the required operational range your future zero-emission buses should have to be able to serve in your fleet. Please provide the estimated cost of each bus with that required operational range.

Table 3 demonstrates consideration of the FCEBs achievable duty cycle and range based on the manufacturer's specifications. One of MBL's main reservations is the FCEBs ability to complete a full-service block without the need to refuel. An informal Line-by-Line analysis determined that the FCEB technology will generate adequate energy to provide reliable service for longer routes.

Within the first four years of the ZEB deployment, MBL will deploy nine FCEBs on three of its longest and busiest routes. In 2023, MBL will purchase two FCEBs to be deployed on Route 10. This route is approximately 13 miles in each direction with an average of six trips per day. Acknowledging the FCEBs 350 miles long-range capability, the buses will be expected to provide sufficient service without the need to refuel. After analyzing the performance of the first two FCEBs, MBL intends to deploy an additional three buses on Route 40 in 2025. The purchase and deployment of FCEBs on Route 10 and 40 will be to meticulously assess performance, efficiency, and identify any challenges. This strategic approach will assist MBL's scalability efforts during the transition process from conventional to zero-emission (ZE) transit buses.

Route 50 is MBL's longest route, covering 25.6 miles from 5th St/Beaudry Blvd to Adelfa Dr/Santa Gertrudes Blvd. While Route 50 is one of the most demanding and rigorous routes within MBL's system, MBL anticipates a 100% block achievability. Initially, MBL will deploy four new FCEBs on Route 50 and gradually increase the number of buses on route. Using the same methodology, MBL will purchase additional FCEBs to be deployed on the remaining routes: 20, 30, 60, 70, and 90.

Table 4 shows the average cost of ZEBs available for purchase using the Washington State Transit Bus Cooperative Master Contract. Although alternative pricing options are available on this Master Contract, the illustrated price is the current cost of a transit FCEB manufactured by New Flyer of America, Inc. Table 4 also depicts MBL's historic configurable options costs and the state sales tax.

TABLE 3: Verifying Block Achievability Throughout Fleet Transition

Timeline (Year)	Number of FCEBs in Fleet	Total Number of Active Buses in Fleet	Proportion of FCEBs in Fleet	Proportion of FCEB Achievable Blocks*
2023	2	66	3%	100%
2025	3	66	5%	100%
2027	4	66	6%	100%
2029	8	66	9%	100%
2030	13	66	14%	100%
2033	5	66	8%	100%
2034	4	66	15%	100%
2035	8	66	12%	100%
2036	7	66	11%	100%
2037	5	66	8%	100%
2039	4	66	6%	100%
2040	3	66	5%	100%

TABLE 4: Estimated Costs of Future ZEB Purchases

	<i>40' BEB</i>	<i>40' FCEB</i>
<i>Average Bus Base Price from Washington State Contract</i>	\$805,000	\$1,087,000
<i>Estimated Cost of Configurable Option</i>	\$88,000	\$88,000
<i>Tax</i>	10.25%	10.25%
<i>Estimated Total Cost *</i>	\$984,533	\$1,295,438

*Steady state pricing is assumed for modeling purposes. The general expectation is that but FCEB prices will fall, although there is not enough information to make a confident projection in future pricing.

Is your transit agency considering converting some of the conventional buses in service to zero-emission buses (13 CCR § 2023.1(d) (1) (E))?

No

SECTION E: Facilities and Infrastructure Modifications

Please complete Table 5 with names, locations, and main functions of transit agency divisions or facilities that would be involved in deploying and maintaining zero-emission buses.

Please limit the facilities to bus yards and facilities with maintenance, fueling, and charging functions, and exclude other operational functions like training centers, information and trip planning offices, and administrative buildings. Please identify which facility(ies) require construction, infrastructure modifications, or upgrades to support your transit agency's long-term transition to zero-emission technologies and the estimated timeline for such an upgrade. Please also specify the type(s) of infrastructure planned in each division or facility and provide their service capacities (e.g., en-route high-power charging system to deploy 20 BEB in 2025). (13 CCR § 2023.1(d) (1) (C)).

In the initial 2-5 years of the ZEB deployment, MBL intends to lease a mobile FCEB fueling station as a temporary short term solution. MBL considers the mobile fueling station to be a more efficient, cost-effective, and convenient option, while slowly transitioning to this innovative technology. During this period, MBL will conduct extensive research, infrastructure master planning, and design to accommodate a permanent fuel station as illustrated in Appendix A. Hydrogen infrastructure costs include maintenance bay upgrades for H2 detection, ventilation systems, and the build-out of a hydrogen fueling station which includes design, construction, and equipment installation costs. Figure 3 identifies these costs and the related bus procurement costs associated with each project year.

Figure 3 illustrates the projected annual infrastructure cost from the commencement of the ZEB project through 2040. MBL estimates it will expend approximately \$600,000 by the end of the initial 5-year period. This cost will include facility modifications, the mobile hydrogen fuel station, and training sessions for maintenance staff and first responders. The initial infrastructure builds also correspond to the annual bus procurement schedule in Figure 2.

FIGURE 3: Estimated Annual Infrastructure Costs

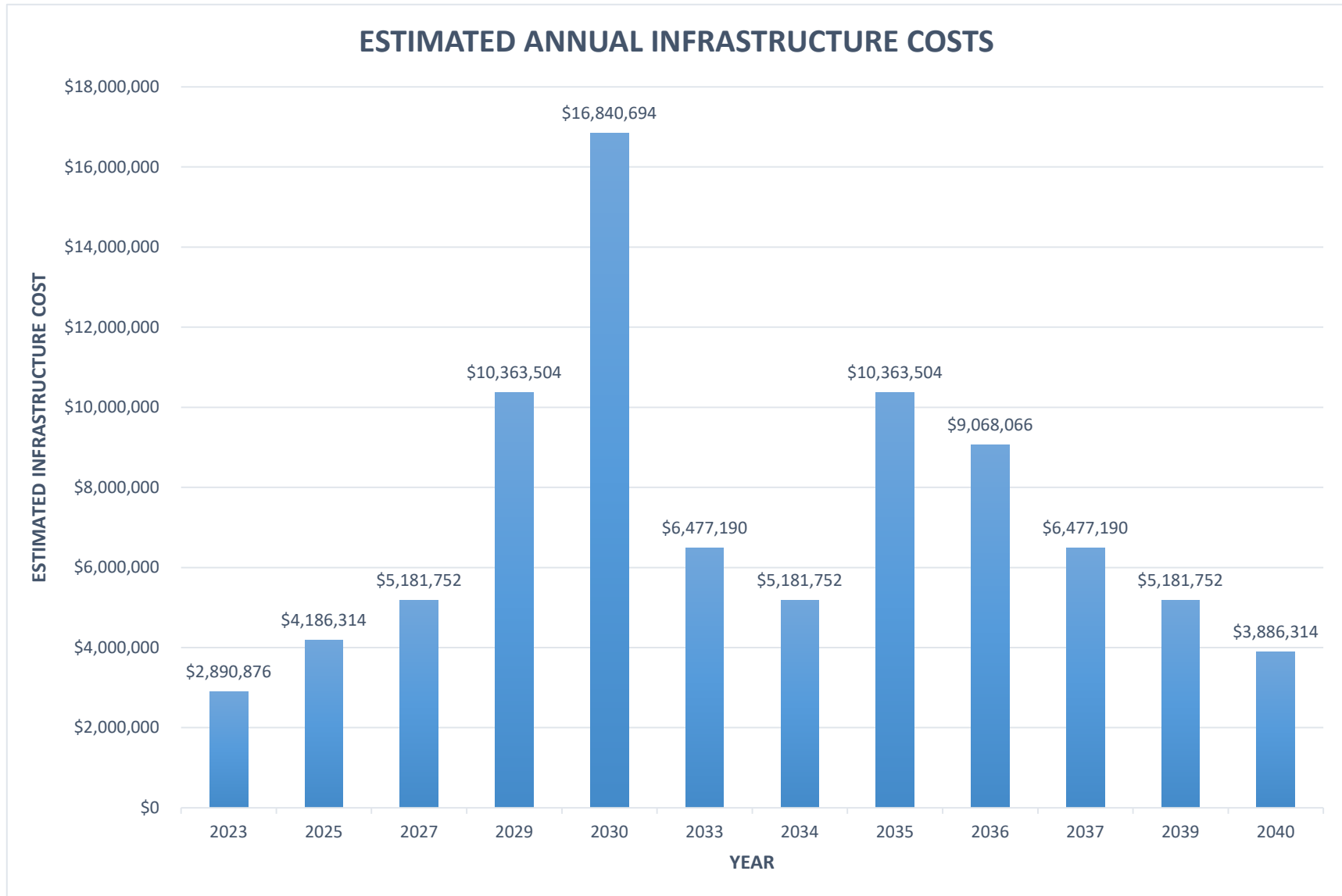


TABLE 5: Facilities Information and Construction Timeline

Division/ Facility Name	Address	Main Function(s)	Type(s) of Infrastructure	Service Capacity	Needs Upgrade?
MBL	400 S. Taylor Ave. Montebello, CA 90640	CNG, Hybrid, Electric, and FCEB Division	Hydrogen Fueling Station	70 Buses	Yes

Regarding the information provided in Table 5, please explain the types of necessary upgrades or infrastructure modifications each facility or division needs to support your transit agency's long-term transition to ZEB. Please also provide the specification of each infrastructure in the related facility or division before and after the upgrades or modifications.

To facilitate the transition from conventional CNG transit buses to a ZEB fleet, MBL plans to conduct extensive research analysis to better understand the functionality of a hydrogen fuel station, safety and security measures, related grid and utility functions, storage, compression, and ongoing maintenance and support mechanisms. In addition, MBL will incorporate the ZEB rollout plan into the agency's comprehensive operation analysis and short-range transit plan.

Do you expect to make any modifications to your bus parking arrangements? Explain the modifications and why they are needed.

An assessment of MBL's parking layout determined slight modifications to the parking lot design will be required. MBL will need to reconfigure the parking lot design to accommodate the hydrogen fueling station and provide designated parking areas for the FCEBs to refuel without disrupting the operation of the conventional bus fleet.

To optimize space, the parking area currently used to store the contingency fleet and surplus equipment will be converted to parking space for active buses. The intent of the parking lot redesign is to maintain an effective operational setup while transitioning into a ZEB fleet.

Do you expect to need additional parking spaces for completing the transition to zero-emission technologies? Explain why.

No. MBL has sufficient space to develop a hydrogen station infrastructure without encroaching on areas originally dedicated to bus parking.

In Table 6, please identify the propulsion system of all buses that will be dispatched from the facilities identified in Table 5.

TABLE 6: NOx-Exempt Area and Electric Utilities' Territories

<i>Division/Facility Name</i>	<i>Type(s) of Bus Propulsion Systems</i>	<i>Located in NOx- Exempt Area?</i>	<i>Name(s) of Electric Utility in Service Area</i>
<i>MBL</i>	CNG, Hybrid, Electric	No	Southern California Edison

Please identify the electric utilities in your transit agency's service area.

- Southern California Edison.

Note: The ICT regulation defines "NOx Exempt Areas" (13 CCR § 2023(b)(39)) as the following counties and air basins: Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, Eastern Kern (the portion of Kern County within the Eastern Kern Air Pollution Control District), Glenn, Humboldt, Inyo, Lake, Lassen, Mariposa, Mendocino, Modoc, Mono, Monterey, Nevada, Northern Sonoma (as defined in title 17, California Code of Regulations, section 60100(e)), Plumas, San Benito, San Luis Obispo, Santa Barbara, Santa Cruz, Shasta, Sierra, Siskiyou, Northern Sutter (the portion of Sutter County that is north of the line that extends from the south east corner of Colusa County to the southwest corner of Yuba County), the portion of El Dorado County that is within the Lake Tahoe Air Basin (as defined in title 17, California Code of Regulations, section 60113), the portion of Placer County that is East of Highway 89 or within the Lake Tahoe Air Basin, Trinity, Tehama, Tuolumne, and Yub.

Section F: Providing Service in Disadvantaged Communities

Does your transit agency serve one or more disadvantaged communities, as listed in the latest version of CalEnviroScreen?

Yes.

If yes, please describe how your transit agency is planning to deploy zero-emission buses in disadvantaged communities (13 CCR § 2023.1(d) (1) (F)).

MBL operates a network of 8 fixed routes and provides service to 117 disadvantaged communities (DAC). Currently, MBL operates three conventional buses converted to ZE with the purchase and deployment of two FCEBs tentatively scheduled for the first quarter of 2023. Additional FCEBs will be purchased every other year through 2040. To avoid service disruptions, the procurement planning process and progressive deployment of the new fleet will coincide with the replacement cycle of older conventional transit buses. MBL envisions a fully functional ZEB fleet to service all 117 DACs beginning 2040 (see Appendix B).

Please complete Table 7 with the estimated number of zero-emission buses your transit agency is planning to deploy in disadvantaged communities and the estimated timeline

TABLE 7: Service in Disadvantaged Communities

MBL Route	Expected Year of First ZEB Deployment	Year of Complete Route Electrification	Location of Disadvantaged Community By Census Tract Number
10	2023	2037	06037482002 06037530400 06037482701 06037530301 06037531701 06037531702 06037532303 06037531800 06037531901 06037531902 06037530204 06037530102 06037530101 06037532001 06037532002 06037532101 06037500700 06037500600 06037500402 06037501001 06037501300 06037501002 06037501400 06037502100 06037504504 06037501804 06037501802 06037501900 06037501700 06037503301
20	2034	2037	06037481102 06037481202 06037481103 06037482301 06037482401 06037482402 06037530003 06037530005 06037530006

<i>cont'd</i>			06037500500 06037530102 06037530101 06037532101 06037532002 06037532200
30	2033	2033	06037481603 06037481604 06037530204 06037531902 06037531800 06037531902 06037532303 06037532304 06037533902 06037534001 06037534202 06037534203 06037534201 06037536102
40	2027	2030	06037209200 06037207301 06037207302 06037206031 06037203032 06037206050 06037204410 06037204420 06037204600 06037204700 06037204300 06037204120 06037203900 06037531101 06037531201 06037531102 06037531503 06037530500 06037531504 06037530400 06037531603 06037530301 06037530302 06037530204 06037530203 06037530102

<i>cont'd</i>			06037530006 06037530004 06037530101 06037500500 06037500600 06037500404 06037500402 06037500403
50	2025	2035	06037209200 06037207301 06037224010 06037224020 06037226001 06037203031 06037206050 06037205120 06037532400 06037532302 06037532303 06037532001 06037532200 06037500700 06037502500 06037502401 06037502301 06037502200 06037502302 06037502100 06037502700 06037502004 06037501803 06037501504 06037501400 06037501803 06037501804 06037502003 06037502902 06037503902
60	2036	2036	06037500404 06037500402 06037500403 06037500600 06037502401 06037502602 06037502601

70	2035	2035	06037530003 06037530005 06037530203 06037530204 06037530006 06037530102 03037531902 06037532001 06037532002 06037532101 06037532200
90	2036	2036	06037209200 06037207400 06037207301 06037207302 06037206031 06037206032 06037206050 06037204600 06037204700 06037204810 06037203900 06037531101 06037531201 06037531102 06037531503 06037531000 06037530500 06037530400 06037530301 06037530302 06037530204 06037530203 06037530102 06037530006 06037530005 06037530004 06037530003

SECTION G: Workforce Training

Please describe your transit agency's plan and schedule for the training of bus operators and maintenance and repair staff on zero-emission bus technologies (13 CCR § 2023.1(d)(1)(G)). (Required)

The transition to an all-ZEB fleet will significantly alter MBL's service and operations due to different maintenance needs, operational best practices, and the change in technology. The conversion to ZE from the existing traditional internal combustion engine is logistically complicated and will impact the operational organization. A comprehensive operational analysis will be conducted to restructure the appropriate prerequisite of critical knowledge, skills, abilities, and other characteristics (KSAOs) for management and training to comply with ZEB innovations.

The original equipment manufacturer (OEM) of ZEB equipment (e.g., bus, charge management software, battery charging equipment, etc.) will provide training, included as a deliverable on the procurement contract. Internal training courses conducted on an annual, semi-annual, tri-annual, and on an as needed basis includes: Operator Refreshing, Bus Familiarization, New Operator, and New Bus Training.

Bus Operator training incorporates pre-trip inspections, door operators, emergency equipment operator, steering, operational concerns, DMV pre-trips, bus components and other related bus functions, and operations technology. Maintenance mechanic training embodies imperative technical bumper to bumper training focusing on preventive maintenance, high voltage hazards, personal protective equipment (PPE), component training, lock-out/tag-out inspections, diagnostic/troubleshooting, and charging/refueling source training. Proficiency in high voltage safety and proper use of PPE is required to minimize the risk of electrical shocks and arc flashes. In addition to OEM and internal training, maintenance and operations personnel will be required to participate in the Southern California Regional Transit Training



Photo 1: Hydrogen Fuel Pump Station



Photo 2: Fuel Cell Energy Bus Refueling

Consortium (SCRTTC) and Arc Flash Electrical Safety National Fire Protection Association (NFPA) 70E courses.

Transit supervisors will work collaboratively with local first responders, such as the Fire and Police Department, to conduct training comprised of bus familiarization, energy storage systems, and emergency shutdown procedures.

Personnel and positions requiring retraining upon the adoption of the ZEB Rollout Plan include, but are not limited to, those listed in Table 8.

TABLE 8: Forecasted Personnel and Positions Training Requirements

Position	Required Training
Facilities Maintenance Staff	Scheduled/unscheduled maintenance and repair of high-voltage systems of ZEBs equipment
Mechanics	Safety-related features and other components of ZEBs equipment
Service Workers	Proper charging/refueling protocol and procedures of ZEBs equipment
Towing Service Providers	Proper towing protocol and procedures for of ZEBs equipment
Transit Supervisors	Operations and safety-related protocol and procedures of ZEBs equipment
Bus Operators	Safety-related & operational protocol and procedures of ZEBs equipment, Pre-Trip inspections, and pantograph operations.
First Responders	Proper safety protocol and procedures for ZEBs equipment in the event of an accident

SECTION H: Potential Funding Sources

Please identify all potential funding sources your transit agency expects to use to acquire zero-emission technologies (both vehicles and infrastructure) (13 CCR § 2023.1(d) (1) (H)).

MBL currently receives funding for the procurement and maintenance of its fleet from the following federal grant programs: the Federal Transit Administration's (FTA) Urbanized Area Formula; discretionary grant programs such as the Bus and Bus Facilities (B&BF) program; and Low or No Emission Vehicle Deployment Program (LoNo).

To secure funds for future fleet procurement processes, MBL will seek additional funding from state resources through grant opportunities such as Senate Bill 1 – State of Good Repair (SGR) and the Low Carbon Transit Operations Program (LCTOP).

SECTION I: Start-up and Scale-up Challenges

Please describe any major challenges your transit agency is currently facing in small scale zero-emission bus deployment. (Optional). How might CARB assist you to overcome these challenges? Please share your recommendations. (Optional)

Please describe any challenges your transit agency may face in scaling up zero-emission bus deployment. (Optional) How might CARB assist you to overcome these challenges? Please share your recommendations. (Optional)

ZE technology is an innovative and progressive industry with significant unpredictable advancement challenges due to the developing nature of the unprecedented technology. These challenges pose a risk to transit performance, service reliability, capital, and operational and maintenance (O&M) costs.

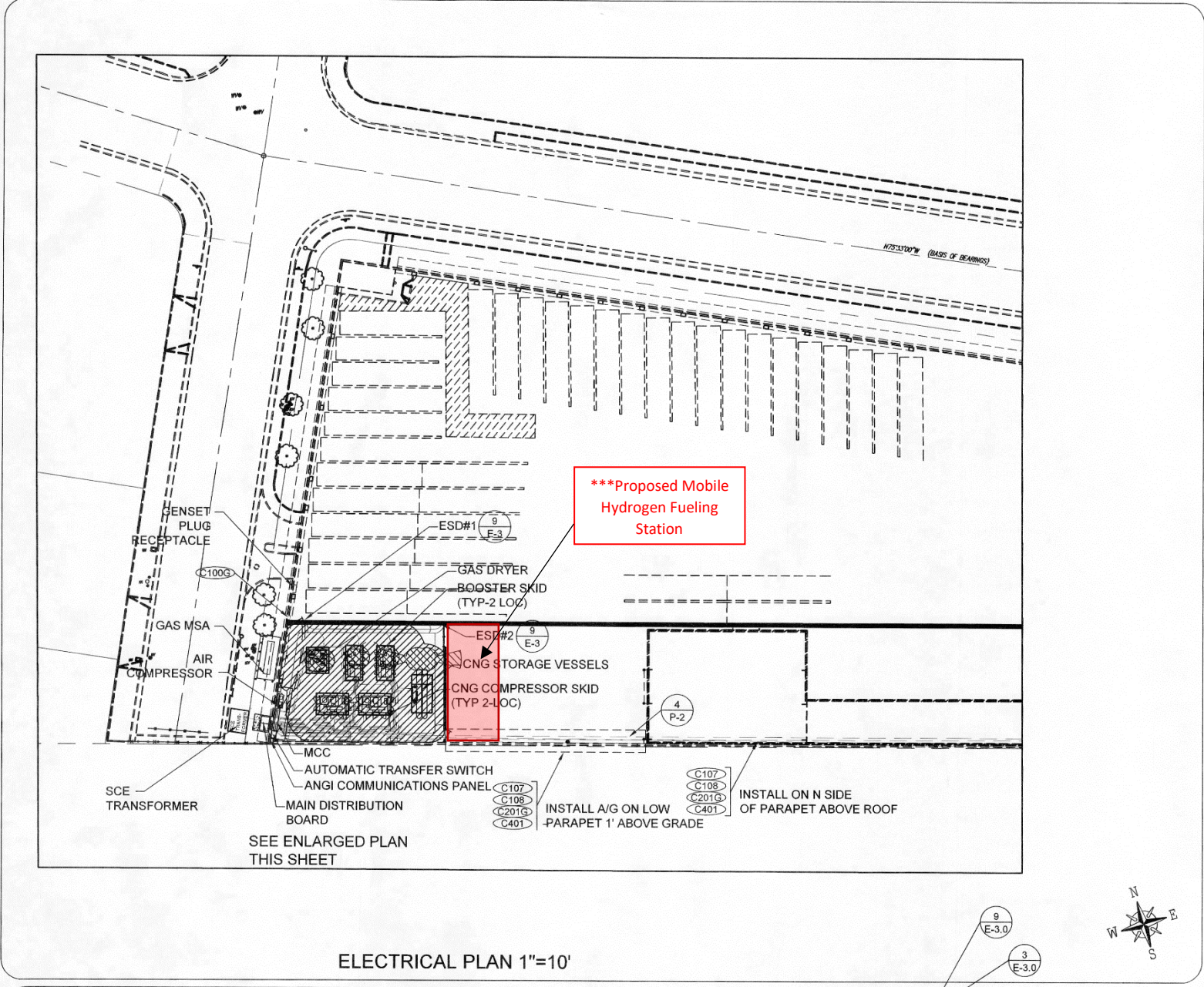
MBL has encountered multiple challenges since implementing the BEB Deployment Pilot Program in 2019. Major ongoing challenges with the deployment of ZEBs include OEM technical support and training, poor performance and range, high capital and O&M costs, funding, and facility infrastructure. The OEM technical support and training provided is insufficient to maintain and repair the BEBs. For each week of use, BEBs require a lead time of approximately three weeks for repairs due to the complexity of the electrical component. MBL's BEB fleet requires several hours to fully charge and suffers from underperforming batteries that are unable to attain the advertised range miles (265 miles per full charge) and lifespan. These BEBs attain 180 miles per full charge and the batteries self-discharge degraded more rapidly than the guaranteed expected shelf life. Consequently, battery replacements were accelerated at a high cost for replacement batteries and disposal fees. The high capital and O&M costs include, but are not limited to, electricity, towing services, proprietary products, software, and services associated with frequent equipment breakdowns. Deploying BEBs is not economically and operationally feasible for MBL's business operations. Correspondingly, MBL's historical records and experiences associated with ZEBs and ZE technology cast a long shadow of apprehension on the ZE industry.

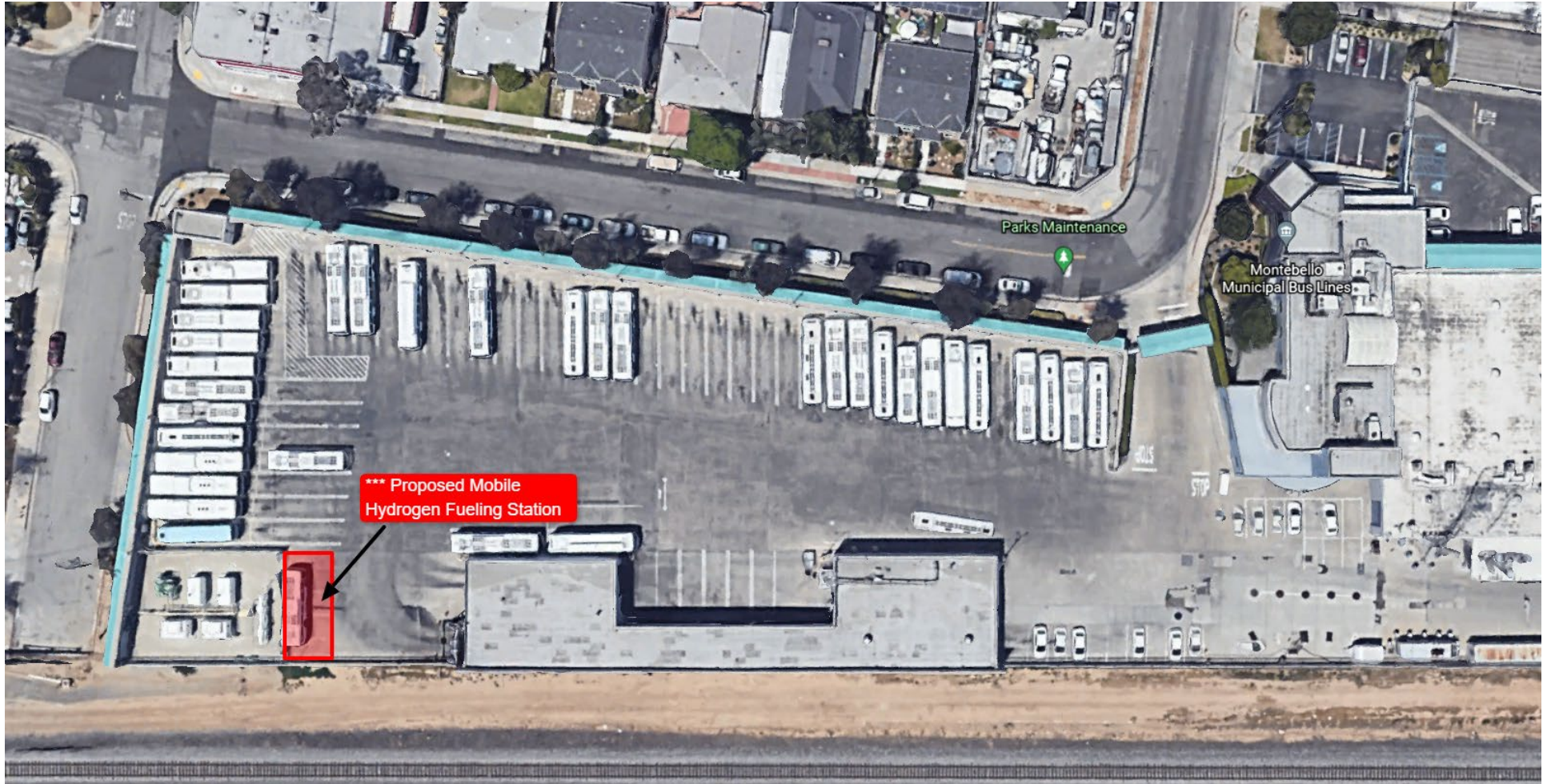
The ZEB market value is notably greater than its alternative fuel counterparts, with an upward value of approximately \$250,000. Additional upfront costs include a facility fuel infrastructure upgrade. CARB's influence in tax exemption, policy and law administration, and grant funding will help transit agencies adopt a ZE fleet with minimal setbacks.

Overall, MBL's current facility and infrastructure are not economically and operationally structured to support and sustain any ZEB deployment. MBL's present geographic footprint cannot accommodate expanding growth and requires innovative upgrades to the existing infrastructure. Therefore, any construction work will require a concurrent strategic plan that will not hinder daily operational activities. Funding sources are the most crucial component in executing any proposed project to support capital expenditures that account for the cost of assets, facility and infrastructure upgrades, O&M, workforce, and workforce training. CARB's presence as a central information system that provides and supports the latest research and development of ZEBs and ZE technology (e.g., ZEBs performances, O&M costs & labor hours, workforce training, OEM reports, etc.) can

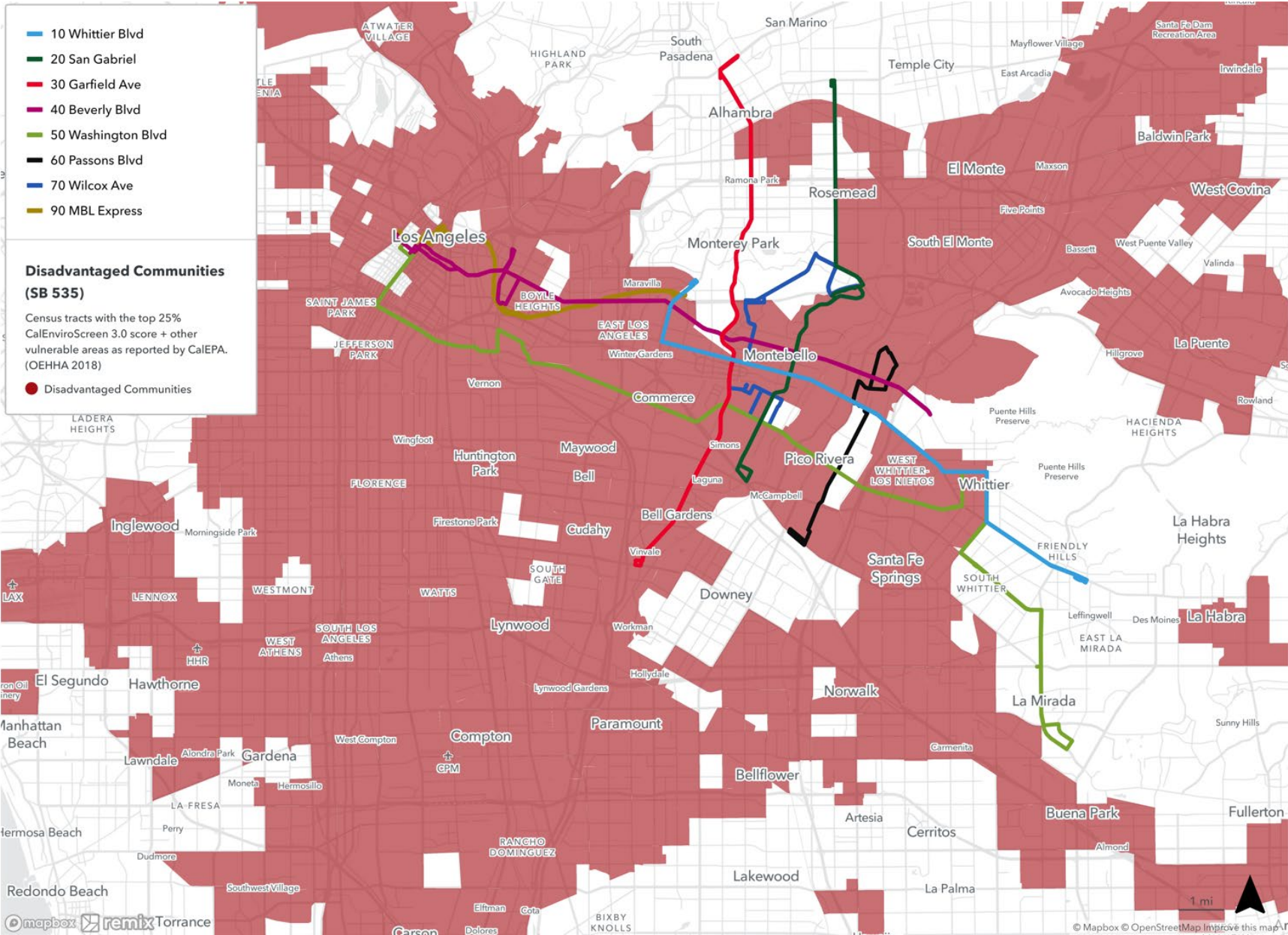
ensure transit agencies are retrieving the most current data and grant applications. The ZE industry is highly volatile, considering the fact that ZEB and ZE technology is progressively collecting new data and evolving from obsolete prototypes. Correspondingly, federal and state grant funding administers relief and mitigates the turmoil involved in the conversion to ZEBs and ZE technology.

APPENDIX A: MBL Site Renderings





APPENDIX B: DAC and Low-Income Service Map



RESOLUTION NO. 21- 80

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO APPROVING MONTEBELLO BUS LINES' ZERO-
EMISSION BUS ROLLOUT PLAN**

RECITALS

WHEREAS, in December 2018, the Innovative Clean Transit (ICT) regulation was adopted by the State of California, requiring all public transit agencies to gradually transition to a one hundred (100) percent ZEB fleet; and

WHEREAS, the ICT regulation aligns with other State policies, including, the Sustainable Communities and Climate Protection Program (SB 375), which creates initiatives for increased development of transit-oriented communities, better-connected transportation, and active transportation; and

WHEREAS, the ICT regulation also requires each transit agency to submit a complete Rollout Plan, approved by its governing body, to the California Air Resources Board (CARB) showing how it plans to achieve a full transition to zero-emission technologies by 2040; and

WHEREAS, the City of Montebello (the "City"), as a transit bus owner by and through Montebello Bus Lines (the "Transportation Department") provides transportation services to residents of Montebello and neighboring cities; and

WHEREAS, Montebello Bus Lines will submit the Zero Emission Bus Rollout Plan (Rollout Plan) to CARB on behalf of the City for review and approval.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO
HEREBY RESOLVES, FINDS, AND DECLARES AS FOLLOWS:**

APPROVES MONTEBELLO BUS LINES ZERO-EMISSION BUS ROLLOUT PLAN; AND

SECTION 1: Approvals and Certifications.

1. The Transportation Department is approved to submit the Rollout Plan to CARB on behalf of the City of Montebello by and through the Montebello Bus Lines.
2. Montebello Bus Lines (MBL) Zero Emissions Bus Rollout Plan has met the following requirements in accordance with ICT regulation by specifically addressing:

RESOLUTION NO. 21-80

Page 2 of 3

- The Transit agency's information.
 - A goal of full transition to zero-emission buses by 2040 with a strategic plan that coincide with the disposition of conventional transit buses at the end of their lifecycle expectancy.
 - The type(s) of zero-emission bus technologies MBL is planning to deploy, which include the fleet transition schedule over the next 20-year period.
 - MBL's current bus fleet composition and future bus purchases.
 - Facilities and infrastructure modifications.
 - Providing service in disadvantaged communities.
 - Workforce training.
 - Potential funding sources.
 - Start-up and scale-up challenges.
3. Where reasonably necessary, the Montebello Bus Lines' Director is authorized to make necessary modifications, adjustments and/or changes to the Zero Emission Bus Rollout Plan; provided such modifications, adjustments and/or changes are done for good cause and notice is given to the California Air Resources Board of the proposed changes.

SECTION 2: That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED this 27th day of October 2021.

Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF MONTEBELLO)

RESOLUTION NO. 21-80

Page 3 of 3

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 21-80 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 27th day of October 2021 and that said Resolution was adopted by the following vote, to-wit:

AYES:**NOES:****ABSTAIN:****ABSENT:**

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

Christopher Jimenez, City Clerk



CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, P.E., City Manager

BY: Adrianna Kendricks, Acting Director of Transportation

SUBJECT: **Approve Professional Services Agreement, No. 3928, with Johnson Controls, Inc., to Purchase and Install New Roofing and a Heating, Ventilation, and Air Conditioning System for the Transportation Department**

DATE: October 27, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

- 1) Approve Professional Services Agreement, No. 3928 (Agreement No. 3928), with Johnson Controls, Inc., to purchase and install new roofing and a Heating, Ventilation, and Air Conditioning (HVAC) system for the Transportation Department; and
- 2) Authorize the City Manager to execute Agreement No. 3928 on behalf of the City of Montebello (City); and
- 3) Utilize the Sourcewell Cooperative Purchasing Program, Contract No. 070121-JHN (effective August 12, 2021 to August 12, 2025); and
- 4) Amend the Fiscal Year (FY) 2021-2022 budget to increase appropriations by the amounts and in the accounts listed on page two, for a total not-to-exceed amount of \$4,840,906; and
- 5) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The total not-to-exceed cost (including all equipment and labor) to purchase and install new roofing and an HVAC system for the Transportation Department is \$4,209,483. Staff recommends a fifteen percent (15%) allowable contingency for the project to address any unforeseen issues that may arise during installation. This brings the total purchase and

Approve Professional Services Agreement, No. 3928, with Johnson Controls, Inc., to Purchase and Install New Roofing and a Heating, Ventilation, and Air Conditioning System for the Transportation Department

Page 2 of 3

installation cost to a not-to-exceed amount of \$4,840,906. The funding sources identified for this project are as follows:

<u>Funding Source</u>	<u>Account Number</u>	<u>Balance</u>
SB1 STA 18/19	202-922-2018	\$ 541,263
SB1 STA 20/21	202-922-2021	\$ 203,399
SB1 STA 21/22	202-922-2022	\$ 570,527
SB1 SGR 18/19	202-921-2018	\$ 363,729
SB1 SGR 19/20	202-921-2019	\$ 348,817
SB1 SGR 20/21	202-921-2021	\$ 359,478
SB1 SGR 21/22	202-921-2022	\$ 314,214
STATE PTMISEA	270-9042-2018-108	\$ 1,439,192
Operations Outside Contracts	600-90-910-6040.10	\$ 700,287
	TOTAL	\$ 4,840,906

Note: The total includes a 15% allowable contingency (\$631,423) for any unforeseen issues that may arise.

Therefore, the FY 2021-2022 budget will require an amendment to appropriate the funding amounts and accounts listed in the table above.

BACKGROUND

The Transportation Department Facility was built in 1996 and the roof and HVAC system require replacement since they have exceeded their useful life as indicated in the City's Facilities Needs Assessment (see Attachment "A"). The proposed project includes new roofing and a new HVAC system for the Administration Building, Shop Maintenance Building, and Bus Wash Station. Each roof will be replaced with a "cool roof" product comprised of a single-ply membrane, known as Hypalon Membrane. The old HVAC systems will be removed from each building and new HVAC systems will be installed which includes all electrical wiring, control wiring, drain piping, and installation of control panels. Temporary cooling will be provided during the time of construction.

The City will utilize the Sourcewell Cooperative Purchasing Program (Sourcewell), Contract No. 070121-JHN (see Attachment "B"), as an approved procurement process in accordance with Montebello Municipal Code (MMC) Section 3.20.125 – "Piggybacking Purchasing Agreement," as authorized under California Government Code section 54202, to purchase all equipment and labor for this project. Sourcewell is a municipal contracting agency that operates as a public entity comprised of more than 50,000 member agencies throughout the United States. Sourcewell utilizes cooperative purchasing to develop competitive solicitations that meet or exceed local requirements and holds hundreds of competitively solicited cooperative contracts ready for use by public entities. Cooperative contract purchasing opportunities save participating agencies time and money in procuring needed equipment and technology. The City is a government agency eligible for Sourcewell membership with no participation fee.

Approve Professional Services Agreement, No. 3928, with Johnson Controls, Inc., to Purchase and Install New Roofing and a Heating, Ventilation, and Air Conditioning System for the Transportation Department

Page 3 of 3

SUMMARY

Staff recommends that the City Council approve Agreement No. 3928 with Johnson Controls, Inc., attached hereto in substantial form (see Attachment “C”), to purchase and install new roofing and an HVAC system for the Transportation Department; authorize the City Manager to execute Agreement No. 3928 on behalf of the City, utilize Sourcewell Contract No. 070121-JHN; and take such additional, related, action that may be desirable.

ATTACHMENT (S):

- A. Attachment A – HVAC Facilities Needs Assessment
- B. Attachment B – Sourcewell Contract No. 070121-JHN
- C. Attachment C – Agreement No. 3928

SECTION IV-L Transportation Facility

FACILITY CONDITION ASSESSMENT



**BUREAU
VERITAS**

prepared for

City of Montebello Recreation and Community Services
1700 West Victoria Avenue
Montebello, California 90640



Transportation Facility
400 South Taylor Avenue
Montebello, California 90640

PREPARED BY:

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BV PROJECT #:

142318.20R000-020.354

DATE OF REPORT:

July 14, 2020

ON SITE DATE:

May 12, 2020

Bureau Veritas

10461 Mill Run Circle, Suite 1100 | Owings Mills, MD 21117 | www.us.bureauveritas.com | p 800.733.0660

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1. Executive Summary

Property Overview and Assessment Details

General Information

Property Type	Transit facility offices, parking structure, warehouse, and maintenance shop
Main Address	400 South Taylor Avenue, Montebello, California 90640
Site Developed	1996
Site Area	6 acres
Parking Spaces	Building 311 parking lot: 32 total spaces in an open lot; 1 of which is accessible Administration Building parking lot: 9 total spaces in an open lot; 2 of which are accessible Upper Parking Structure: 52 Bus parking stalls & 18 Standard stalls Lower Parking Structure: 124 parking stalls (Some stalls are fenced off and used for storage)
Building Area	Administration Office: 15,000 SF Maintenance Building, Warehouse and Shop: 42,300 SF Fuel Station and Bus Wash: 8,000 SF Parking Structure: 164,000 SF
Number of Stories	2- Main Office Building and Shop 1- Building 311, Warehouse and Maintenance shop 1- Fuel Station and Bus wash
Outside Occupants / Leased Spaces	None
Date(s) of Visit	May 12, 2020
Management Point of Contact	City of Montebello/Park, Recreation and Community Services, David Sosnowski, Director 323.887.4588 phone dsosnowski@cityofmontebello.com email
On-site Point of Contact (POC)	Antonio Montanez
Assessment and Report Prepared By	Mouaz Alrayes
Reviewed By	Mark Surdam Program Manager Mark.Surdam@bvna.com 800.733.0660 6251
AssetCalc Link	Full dataset for this assessment can be found at: https://www.assetcalc.net/

Significant/Systemic Findings and Deficiencies

Historical Summary

The buildings were originally constructed in 1996.

Architectural

The Administration Building is a steel frame structure on a concrete slab floor with concrete topped metal decks. The building has been renovated in the recent years and is in a good to fair over all condition.

The Warehouse and Maintenance Shop have tilt-up concrete bearing walls and a metal deck roof.

The Fueling Station and Bus Wash Building has load bearing CMU walls with steel frame and metal deck roofs.

The exterior enclosures consist of painted stucco and painted concrete. The Administration Building has metal siding with aluminum windows and steel entry doors with steel service roll-up service doors. Roofs are flat and sloped modified bitumen membrane.

In general, the structures appear to be sound, however minor cracks were observed on the maintenance shop's tilt up concrete walls on the south elevation.

Mechanical, Electrical, Plumbing and Fire (MEPF)

The majority of the MEPF systems and components are original to the 1996 construction with some HVAC components dating to 2012.

Heating and cooling at the Administration Building, Warehouse & Maintenance Shop is provided by rooftop package units and individual heat pumps units.

Heating and cooling at Building 311 is provided by a central system with a boiler, air handling unit and a remote chiller located on the roof.

Heating in the Maintenance Shop is provided by electric unit heaters and infrared electric tubes. No cooling is provided in the maintenance shop.

Heating and cooling at the Fueling Station office is provide by a duct-less split system.

The plumbing piping system throughout the site is original and will need replacement during the assessment period. Hot water is provided by multiple gas and electric domestic water heaters.

The fire alarm and suppression systems appear to be in fair condition. Typical lifecycle replacements and ongoing maintenance will be required.

One elevator provides access to the Administration Building's second floor.

Site

In general, the site has been fairly maintained. The asphalt paved parking areas and drive aisles are in fair to poor condition and require sealing and striping. throughout the site there are areas with damaged concrete pavement. The site lighting is aged, and it is recommended that the system be upgraded to LED fixtures to improve energy efficiency.

Recommended Additional Studies

Possible structural issues and cracks were noticed on the south elevation tilt up concrete walls. A professional consultant must be retained to analyze the existing condition, provide recommendations and, if necessary, estimate the scope and cost of any required repairs. The cost of this study is included in the cost tables. Due to the ambiguity of the required repair scope at the time of this assessment, the cost for any possible subsequent repairs is not included.

Some areas of the facility were identified as having major or moderate accessibility issues. Bureau Veritas recommends a study be performed to take measurements, provide additional itemized details, research local requirements, and, if necessary, estimate the scope and cost of any required improvements. The cost of this study is included in the cost tables. Due to the lack of measurements and itemized findings at this point in time, the costs for any possible subsequent repairs or improvements are not currently included.

Facility Condition Index (FCI)

One of the major goals of the FCA is to calculate each building's Facility Condition Index (FCI), which provides a theoretical objective indication of a building's overall condition. By definition, the FCI is defined as the ratio of the cost of current needs divided by current replacement value (CRV) of the facility. The chart below presents the industry standard ranges and cut-off points.

FCI Ranges and Description

0 – 5%	In new or well-maintained condition, with little or no visual evidence of wear or deficiencies.
5 – 10%	Subjected to wear but is still in a serviceable and functioning condition.
10 – 30%	Subjected to hard or long-term wear. Nearing the end of its useful or serviceable life.
30% and above	Has reached the end of its useful or serviceable life. Renewal is now necessary.

The deficiencies and lifecycle needs identified in this assessment provide the basis for a portfolio-wide capital improvement funding strategy. In addition to the current FCI, extended FCI's have been developed to provide owners the intelligence needed to plan and budget for the "keep-up costs" for their facilities. As such the 3-year, 5-year, and 10-year FCI's are calculated by dividing the anticipated needs of those respective time periods by current replacement value. As a final point, the FCI's ultimately provide more value when used to relatively compare facilities across a portfolio instead of being over-analyzed and scrutinized as stand-alone values. The table below summarizes the individual findings for this FCA:

FCI Analysis

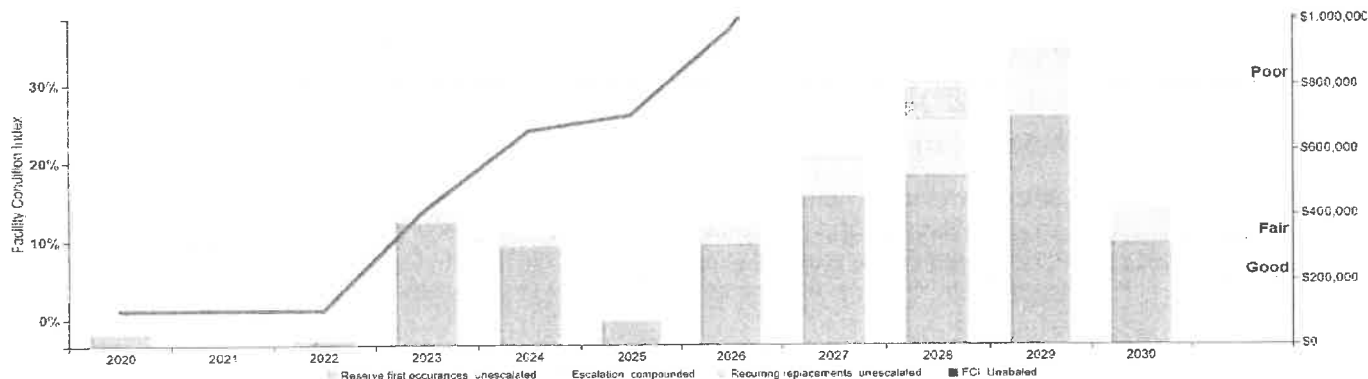
Facility (year built)	Cost/SF	Total SF	Replacement Value	Current	3-Year	5-Year	10-Year
Transportation Facility	\$225	15,000	\$3,375,000	1.1%	1.4%	23.8%	100.4%
Transportation Facility: Firing Station & Bus Wash Building	\$312	6,000	\$2,456,000	0.0%	0.0%	0.7%	3.4%
Transportation Facility: Parking Structure	\$235	164,000	\$50,540,000	0.0%	0.0%	1.3%	0.3%

The orange line in the graph below forecasts what would happen to the FCI (left Y axis) over time, assuming zero capital expenditures. The capital expenditures allocated for each year (blue bars) are associated with the dollar amounts along the right Y axis.

Needs by Year with Unaddressed FCI Over Time

FCI Analysis: Transportation Facility

Replacement Value: \$3,375,000; Inflation rate: 3.0%



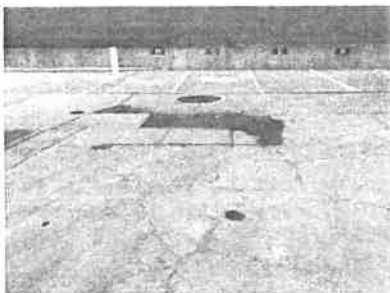
Immediate Needs

Facility/Building	Total Items	Total Cost
Transportation Facility	4	\$35,766
Total	4	\$35,766

Transportation Facility

ID	Location	UF Code	Description	Condition	Plan Type	Cost
1832591	Transportation Facility / Site	G2020	Parking Lots Concrete Pavement, Repair	Poor	Performance/Integrity	\$1,607
1832634	Transportation Facility / Site	Y1090	ADA, Miscellaneous Level III Study, Includes Measurements Evaluate/Report	NA	Accessibility	\$10,047
1832633	Transportation Facility / Parking Structure	G2020	Parking Lots Concrete Pavement Repair	Poor	Performance/Integrity	\$10,716
1832662	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	P2030	Engineer Structural Superstructure Evaluate/Report	Poor	Performance/Integrity	\$13,396
Total (4 items)						\$35,766

Key Findings



Parking Lots in Poor condition.

Concrete Pavement
Parking Structure Parking Structure Bus
Parking

Uniformat Code: G2021
Recommendation: **Repair in 2020**

Priority Score: **84.9**

Plan Type:
Performance/Integrity

Cost Estimate: \$10,700

\$\$

Some areas on the south elevation has broken and damaged concrete pavement. - AssetCALC ID: 1832633



Parking Lots in Poor condition.

Concrete Pavement
Site Maintenance Shop Exterior

Uniformat Code: G2021
Recommendation: **Repair in 2020**

Priority Score: **84.9**

Plan Type:
Performance/Integrity

Cost Estimate: \$1,600

\$

Cracked and damaged pavement. - AssetCALC ID: 1832591



Recommended Follow-up Study: Structural, Superstructure

Structural, Superstructure
Administration Building, Warehouse &
Maintenance Shop Warehouse

Uniformat Code: P2032
Recommendation: **Evaluate/Report in 2020**

Priority Score: **81.9**

Plan Type:
Performance/Integrity

Cost Estimate: \$13,400

\$\$

Minor cracks at the exterior tilt up concrete walls on the warehouse and shop south elevation. - AssetCALC ID: 1832662



Interior Floor Finish in Fair condition.

Vinyl Tile (VCT)
Administration Building, Warehouse &
Maintenance Shop Warehouse

Uniformat Code: C2035
Recommendation: **Replace in 2025**

Priority Score: **54.5**

Plan Type:
Modernization/Adaptation

Cost Estimate: \$2,400

\$

- AssetCALC ID: 1832699

Plan Types

Each line item in the cost database is assigned a Plan Type, which is the primary reason or rationale for the recommended replacement, repair, or other corrective action. This is the "why" part of the equation. A cost or line item may commonly have more than one applicable Plan Type; however, only one Plan Type will be assigned based on the "best" fit, typically the one with the greatest significance.

Plan Type Descriptions

Safety

- An observed or reported unsafe condition that if left unaddressed could result in injury; a system or component that presents potential liability risk.

Performance/Integrity

Component or system has failed, is almost failing, performs unreliably, does not perform as intended, and/or poses risk to overall system stability.

Accessibility

- Does not meet ADA, UFAS, and/or other handicap accessibility requirements.

Environmental

- Improvements to air or water quality, including removal of hazardous materials from the building or site.

Retrofit/Adaptation

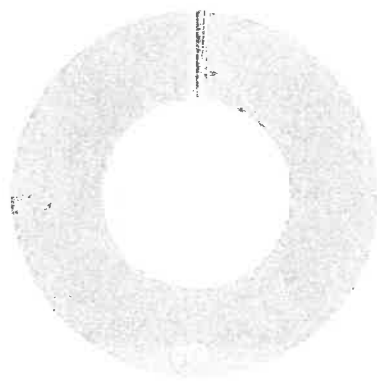
- Components, systems, or spaces recommended for upgrades in in order to meet current standards, facility usage, or client/occupant needs.

Lifecycle/Renewal

Any component or system that is not currently deficient or problematic but for which future replacement or repair is anticipated and budgeted.

Plan Type Descriptions

Plan Type Distribution (by Cost)



Performance/Integrity	\$25,700
Accessibility	\$10,000
Modernization/Adaptation	\$2,800
Lifecycle/Renewal	\$3,914,400

10-YEAR TOTAL: \$3,952,900

2. Administration Building, Warehouse and Maintenance Shop



Administration Building, Warehouse & Maintenance Shop: Systems Summary

Address 400 S. Taylor Avenue, Montebello

Constructed/Renovated 1996

Building Size 57,300 SF

Number of Stories 2 At the Main Office Building and Shop
1 At Building 311, Warehouse and Maintenance shop

<i>System</i>	<i>Description</i>	<i>Condition</i>
Structure	Administration Building: Steel frame with concrete-topped metal decks Warehouse & Maintenance Shop: Concrete tilt-up bearing walls with concrete-topped metal decks	Good
Façade	Painted Concrete with aluminum windows and metal siding at section of the main Administration office building	Fair
Roof	Flat construction with modified bituminous finish at most roofs with a shed type roof with modified bituminous finish above section of the warehouse and a metal walkway/breezeway roof	Fair
Interiors	Walls: Painted gypsum board, ceramic tiles Floors: VCT, Concrete, carpet, ceramic tiles, elastomeric coating Ceilings: Exposed, Painted gypsum board, ACT	Fair
Elevators	Hydraulic: 1 car (Administration Building)	Fair
Plumbing	Copper supply and cast iron waste & venting Gas & Electric water heater Toilets, urinals, and sinks in all restrooms	Fair

Administration Building, Warehouse and Maintenance Shop: Systems Summary

HVAC	Central system with boiler, remote chiller & air handler at the building along the east elevation. Individual package units & heat pumps, evaporative coolers Supplemental components: ductless split-systems & hydronic and electric unit's heaters, infrared heater, exhaust fans and air supply fans	Fair
Fire Suppression	Wet-pipe sprinkler system at the main administration office and parts of the warehouse. Fire extinguishers at the remaining of the buildings.	Fair
Electrical	Source & Distribution: Main switchboards with copper wiring Interior Lighting: T-8, LED, CFL Emergency: Diesel generator	Fair
Fire Alarm	Alarm panel, smoke detectors, alarms, strobes, pull stations, and exit signs	Fair
Equipment/Special	Maintenance shop fume exhaust, security surveillance system and drinking fountains.	Fair
Accessibility	Potential moderate issues have been identified at this property and a detailed accessibility study is recommended specially to address issues with parking and exterior access routes.	
Key Issues and Findings	Cracks on south tilt up concrete walls.	

Administration Building, Warehouse and Maintenance Shop: Systems Summary: Systems Expenditure Forecast

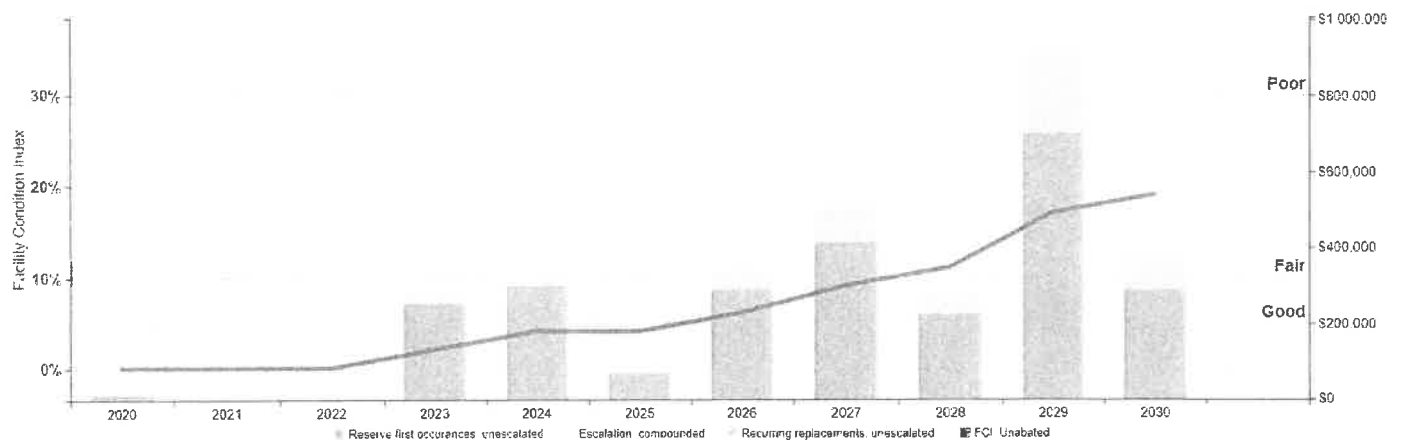
System	Immediate	Short Term (1-2 yr)	Near Term (3-5 yr)	Med Term (6-10 yr)	Long Term (11-20 yr)	TOTAL
Facade	-	-	-	\$344,200	\$425,500	\$769,700
Roofing	-	-	-	\$856,700	\$88,500	\$945,200
Interiors	-	-	\$31,100	\$391,700	\$857,500	\$1,280,300
Elevators	-	-	-	\$14,800	\$119,300	\$134,100
Plumbing	-	-	\$2,800	\$51,900	\$287,400	\$342,100
HVAC	-	-	\$325,000	\$175,200	\$452,200	\$952,400
Electrical	-	-	\$173,300	\$258,600	\$1,850,500	\$2,282,400
Equipment/Special	-	-	-	\$11,100	\$51,400	\$62,500
Site	-	-	\$40,100	-	-	\$40,100
Electronic Safety & Security	-	-	\$122,500	\$236,100	\$2,900	\$361,500
Fire Protection	-	-	-	-	\$47,000	\$47,000
Follow-up Studies	\$13,400	-	-	-	-	\$13,400
TOTALS	\$13,400	-	\$695,100	\$2,438,400	\$4,183,200	\$7,329,100

The orange line in the graph below forecasts what would happen to the FCI (left axis) over time, assuming zero capital expenditures. The capital expenditures for each year (blue bars) are associated with the dollar amounts along the right Y axis.

Needs by Year with Unaddressed FCI Over Time

FCI Analysis: Transportation Facility Administration Building, Warehouse & Maintenance Shop

Replacement Value: \$ 16,445,100, inflation rate: 3.0%



3. Fueling Station and Bus Wash Building



Fueling Station and Bus Wash Building: Systems Summary

Address	400 South Taylor Avenue, Montebello	
Constructed/Renovated	1996	
Building Size	8,000 SF	
Number of Stories	1	
<i>System</i>	<i>Description</i>	<i>Condition</i>
Structure	Masonry bearing walls with concrete-topped metal decks	Good
Façade	Painted Concrete s	Fair
Roof	Flat construction with modified bituminous finish	Fair
Interiors	Walls: Painted CMU Floors: Unfinished Ceilings: ACT, Unfinished/exposed	Fair
Elevators	None	--
Plumbing	Copper supply and cast-iron waste & venting Electric water heater Sink	Fair
HVAC	Ductless Split System and exhaust fans	Fair

Fueling Station and Bus Wash Building: Systems Summary

Fire Suppression	Sprinkler System, Hydrants, smoke detectors, alarms, strobes, pull stations, and exit signs	--
Electrical	Source and Distribution: Main Panels with copper wiring Interior Lighting: T-8, LED, HPS Emergency: None	Fair
Fire Alarm	Smoke detectors, alarms, strobes, pull stations, and exit signs	Fair
Equipment/Special	Car Wash and fuel Pumps	Fair
Accessibility	N/A	
Key Issues and Findings	None	

Fueling Station and Bus Wash Building: Systems Expenditure Forecast

System Expenditure Forecast

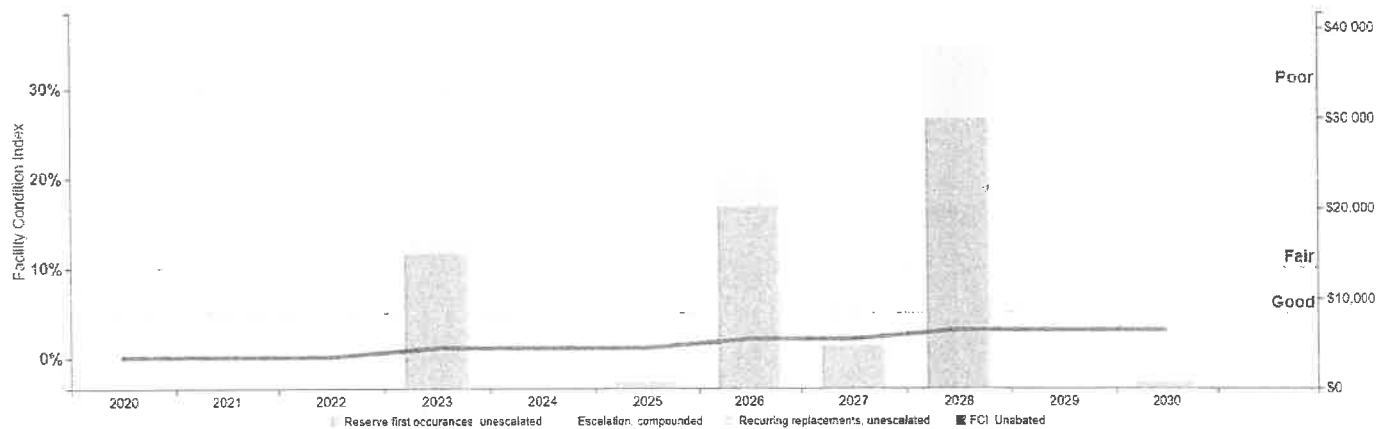
System	Immediate	Short Term (1-2 yr)	Near Term (3-5 yr)	Med Term (6-10 yr)	Long Term (11-20 yr)	TOTAL
Facade	-	-	-	-	\$5,200	\$5,200
Roofing	-	-	-	-	\$152,000	\$152,000
Interiors	-	-	\$600	-	-	\$600
Plumbing	-	-	-	\$1,000	\$274,600	\$274,600
HVAC	-	-	-	\$5,800	\$28,800	\$34,600
Electrical	-	-	\$16,400	\$24,000	\$20,600	\$440,600
Equipment/Specs.	-	-	-	-	\$5,800	\$5,800
Site	-	-	-	\$37,800	\$41,400	\$79,200
Fire Protection	-	-	-	-	\$10,700	\$10,700
TOTALS	-	-	\$17,200	\$68,700	\$918,900	\$1,004,600

The orange line in the graph below forecasts what would happen to the FCI (left axis) over time, assuming zero capital expenditures. The capital expenditures for each year (blue bars) are associated with the dollar amounts along the right Y axis.

Needs by Year with Unaddressed FCI Over Time

FCI Analysis: Transportation Facility Fueling Station & Bus Wash Building

Replacement Value: \$2,496,000 Inflation rate: 3.0%



4. Parking Structure



Parking Structure: Systems Summary

Address	400 South Taylor Avenue, Montebello	
Constructed/Renovated	1996	
Building Size	164,000 SF	
Number of Stories	2	
System	Description	Condition
Structure	Cast-in Place concrete columns and upper deck slab	Good
Façade	Unfinished Concrete	Fair
Roof	None	--
Interiors	Walls: Unfinished Floors: Unfinished Ceilings: Unfinished	Fair
Elevators	None	--
Plumbing	None	--
HVAC	None	--
Fire Suppression	Sprinkler System, Hydrants, smoke detectors, alarms, strobes, pull stations, and exit signs	--

Parking Structure: Systems Summary

Electrical	Source and Distribution: Main Panels with copper wiring Interior Lighting: T-8, HPS Emergency: None	Fair
Fire Alarm	Fire sprinklers, hydrants, smoke detectors, alarms, strobes, pull stations, and exit signs	Fair
Equipment/Special	None	Fair
Accessibility	N/A	
Key Issues and Findings	A small portion of concrete in the upper parking lot is damaged and will require repair	

Parking Structure: Systems Expenditure Forecast

System Expenditure Forecast

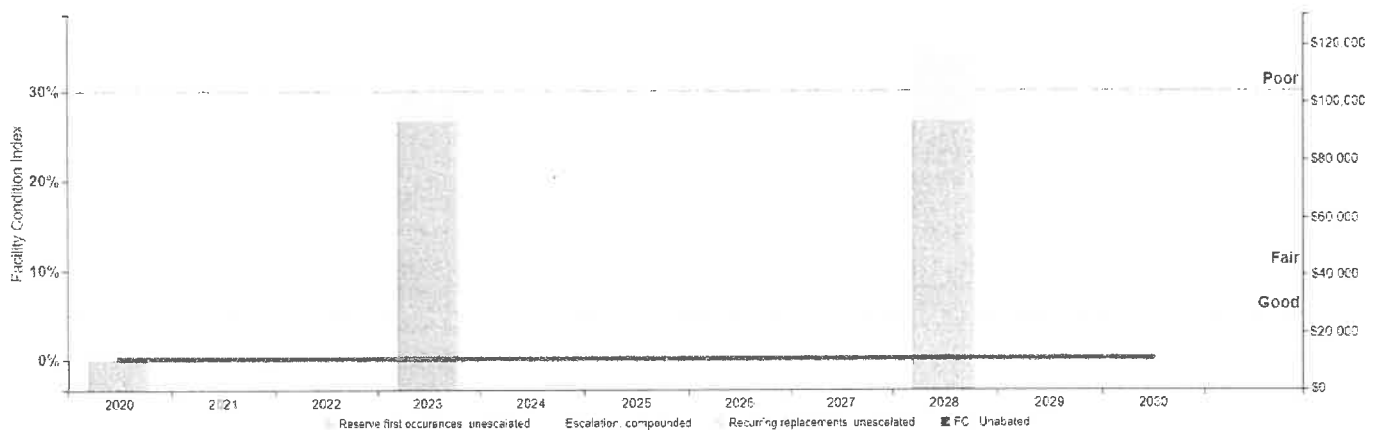
System	Immediate	Short Term (1-2 yr)	Near Term (3-5 yr)	Med Term (6-10 yr)	Long Term (11-20 yr)	TOTAL
Facade	-	-	-	-	\$17,200	\$17,200
Electrical	-	-	-	-	-	\$5,149,500
Site	\$10,800	-	\$102,300	\$118,600	\$296,700	\$528,200
Fire Protection	-	-	-	-	\$513,400	\$513,400
TOTALS	\$10,800	-	\$102,300	\$118,600	\$5,978,800	\$6,208,300

The orange line in the graph below forecasts what would happen to the FCI (left axis) over time, assuming zero capital expenditures. The capital expenditures for each year (blue bars) are associated with the dollar amounts along the right Y axis.

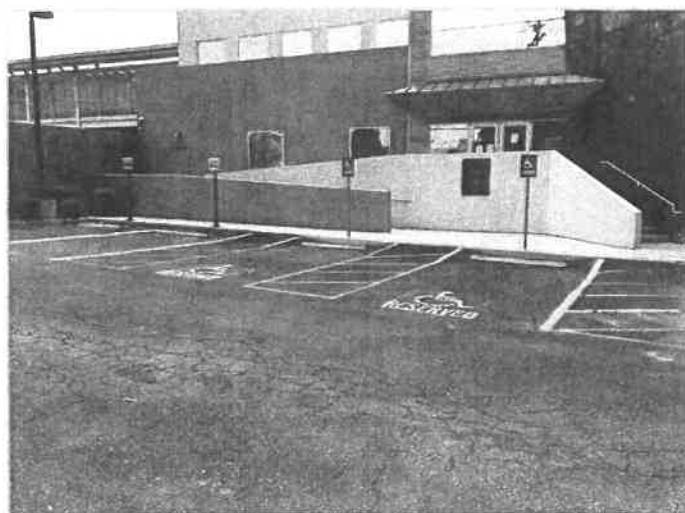
Needs by Year with Unaddressed FCI Over Time

FCI Analysis: Transportation Facility Parking Structure

Replacement Value: \$ 28,546,000 Inflation rate: 3.0%



5. Site Summary



Site Information

Lot Size	6 acres (estimated)	
Parking Spaces	30 total spaces all in open lots; 1 of which are accessible	
System	<i>Description</i>	<i>Condition</i>
	At Building 311: 31 total spaces in an open lot; 1 of which is accessible	Fair
Pavement/Flatwork	Bus Parking (Parking Structure upper Level): 42 Bus parking Stall Lower Parking Structure: 130 Parking Stall (Some stalls are fenced off and used as storage area)	
Site Development	Wrought iron and CMU fencing and a flag pole	Fair
Landscaping and Topography	Minor landscaping features No retaining walls Low to moderate site slopes throughout	Fair
Utilities	Municipal water and sewer Local utility-provided electric and natural gas	Fair
Site Lighting	Pole-mounted: HPS Building-mounted: HPS, CFL	Fair
Ancillary Structures	Vehicle Storage Shed	Fair
Accessibility	Potential moderate issues have been identified associated with the site areas and a detailed accessibility study is recommended. See Appendix C	
Key Issues and Findings	N/A	

Site: Systems Expenditure Forecast

System Expenditure Forecast

System	Immediate	Short Term (1-2 yr)	Near Term (3-5 yr)	Med Term (6-10 yr)	Long Term (11-20 yr)	TOTAL
Electrical	-	-	\$5,200	\$215,700	-	\$220,900
Site	\$1,700	\$12,500	\$17,700	\$151,300	\$53,200	\$286,200
Electronic Safety & Security	-	-	-	\$17,700	-	\$17,700
Accessibility	\$10,100	-	-	-	-	\$10,100
TOTALS	\$11,800	\$12,500	\$22,900	\$442,800	\$63,200	\$552,800

6. Property Space Use and Observed Areas

Unit Allocation

All 6 acres of the property are occupied by the City of Montebello transit. The spaces are mostly administration offices, Maintenance Shops, Warehouse, and bus wash/fuel Station with supporting restrooms building and gym.

Areas Observed

The interior spaces were observed in order to gain a clear understanding of the property's overall condition. Other areas accessed included the site within the property boundaries, the exterior of the property, and the roofs.

Key Spaces Not Observed

- All key areas of the property were accessible and observed.

7. ADA Accessibility

Generally, Title II of the Americans with Disabilities Act (ADA) prohibits discrimination by entities to access and use of "areas of public accommodations" and "public facilities" on the basis of disability. Regardless of their age, these areas and facilities must be maintained and operated to comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG).

A public entity (i.e. city governments) shall operate each service, program, or activity so that the service, program, or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities.

However, this does not:

1. Necessarily require a public entity to make each of its existing facilities accessible to and usable by individuals with disabilities;
2. Require a public entity to take any action that would threaten or destroy the historic significance of an historic property; or
3. Require a public entity to take any action that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity or in undue financial and administrative burdens. In those circumstances where personnel of the public entity believe that the proposed action would fundamentally alter the service, program, or activity or would result in undue financial and administrative burdens, a public entity has the burden of proving that compliance with 35.150(a) of this part would result in such alteration or burdens. The decision that compliance would result in such alteration or burdens must be made by the head of a public entity or his or her designee after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion. If an action would result in such an alteration or such burdens, a public entity shall take any other action that would not result in such an alteration or such burdens but would nevertheless ensure that individuals with disabilities receive the benefits or services provided by the public entity.

During the FCA, Bureau Veritas performed a limited high-level accessibility review of the facility non-specific to any local regulations or codes. The scope of the visual observation was limited to those areas and categories set forth in the tables throughout this report. It is understood by the Client that the limited observations described herein do not comprise a full ADA Compliance Survey, and that such a survey is beyond the scope of Bureau Veritas's undertaking. Only a representative sample of areas was observed, and actual measurements were not taken to verify compliance.

An accessibility study has not been performed at the site. A comprehensive ADA Compliance Survey will reveal specific aspects of the property that are not in compliance. Since some areas or categories above were identified as having major or moderate associated issues, Bureau Veritas recommends such a study be performed to take measurements, provide additional itemized details, research local requirements, and, if necessary, estimate the scope and cost of any required improvements. The cost of this study is included in the cost tables. Due to the lack of measurements and itemized findings at this point in time, the costs for any possible subsequent repairs or improvements are not currently included.

Removal of barriers to accessibility should be addressed from a liability standpoint in order to comply with federal law, but the barriers may or may not be building code violations. The Americans with Disabilities Act Accessibility Guidelines are part of the ADA federal civil rights law pertaining to the disabled and are not a construction code. State and local jurisdictions have adopted the ADA Guidelines or have adopted other standards for accessibility as part of their construction codes.

Removal of barriers to accessibility should be addressed from a liability standpoint in order to comply with federal law, but the barriers may or may not be building code violations. The Americans with Disabilities Act Accessibility Guidelines are part of the ADA federal civil rights law pertaining to the disabled and are not a construction code. State and local jurisdictions have adopted the ADA Guidelines or have adopted other standards for accessibility as part of their construction codes.

Accessibility Issues

	Major Issues (ADA study recommended)	Moderate Issues (ADA study recommended)	Minor/No Issues
Parking	☐	☒	☐
Exterior Path of Travel	☐	☒	☐
Parking Lots	☐	☒	☐
Interior Path of Travel	☐	☐	☒

Accessibility Issues

	Major Issues (ADA study recommended)	Moderate Issues (ADA study recommended)	Minor/No Issues
Restrooms	☐	☐	☒
Elevators	☐	☐	☒

Campus Accessibility: Photographic Overview



Parking Lot



Parking Lot



Parking Lot



Parking Lot



Typical Restroom



Typical Restroom



Drinking Fountain



Elevator Cab

The table below is intended to be used as a general reference guide to help differentiate the orders of magnitude between some of the more commonly observed accessibility issues. The table is not intended to be all-inclusive, and boxes checked in the tables above do not necessarily mean those specific problems or shortcomings cited as examples below exist at the subject buildings and sites. Reference the photos above and/or *Key Findings* section for visuals and/or more specifics about the subject site conditions.

Reference Guide

	Major Issues (ADA study recommended)	Moderate Issues (ADA study recommended)	Minor/No Issues
Parking	- Needs full reconstruction - Excessive slopes over 3% require major re-grading - No level locations to add required spaces	- No or non-compliant curb cuts - Moderate difficulty to add required accessible spaces - Slopes close to compliant	- Painting of markings needed - Signage height non-compliant - Signage missing
Exterior Path of Travel	- Large areas of sidewalks with excessive slopes - No ramp when needed - Ramps with excessive slopes	- Ramps need rails - Ramps need rail extensions - Need significant # of lever handles - All or most entrance door exterior maneuvering clearance areas with excessive slopes	- One entrance door exterior maneuvering clearance area with excessive slope - A few door knobs instead of lever handles - Non-compliant signage
Interior Path of Travel	- All or most interior doors appear less than 32" wide - Corridors less than 36" wide - No ramp when needed - Ramps with excessive slopes - Non-compliant treads/risers at means of egress stairways	- Single height drinking fountains - Drinking fountain too high or protrudes into accessible route - Ramps need rails - Ramps need rail extensions - Need significant # of lever handles - Non-compliant rail extensions at egress stairways - All/most door thresholds high	- One door threshold too high - A few door knobs instead of lever handles - Non-compliant door pressures - Non-compliant signage - Switches not within reach range

Reference Guide

	Major Issues (<i>ADA study recommended</i>)	Moderate Issues (<i>ADA study recommended</i>)	Minor/No Issues
Public Use Restrooms	- No ADA RR on each accessible floor - Restroom(s) too small - Entire restroom(s) requires renovation - Water closet clearance requires moving walls	- Interior doors appear less than 32" wide - Missing or non-compliant grab bars - Easily fixable clearance issues	- Minor height adjustments required - Non-compliant door pressures - Missing a visual strobe (only required if audible fire alarm already present) - Missing lavatory pipe wraps - Signage not compliant
Elevators	- No elevator present when required - Elevator cab too small	- Panel control buttons not at compliant height - No hands-free emergency communication system - Elevator only has mechanical stops	- Audible/visual signals at every floor may be lacking - Minor signage / Braille issues
Kitchens/Kitchenettes	- Clear space for each appliance not present - Clearance between opposing counters too narrow	- Sink and counter too high - Sink knee and toe clearance not provided where required (built-in) - Less than 50% of cabinetry within reach range	- Dispensers not within reach range - Switches not within reach range - Missing sink pipe wraps if knee and toe clearance required

8. Purpose and Scope

Purpose

Bureau Veritas was retained by the client to render an opinion as to the Property's current general physical condition on the day of the site visit.

Based on the observations, interviews and document review outlined below, this report identifies significant deferred maintenance issues, existing deficiencies, and material code violations of record, which affect the Property's use. Opinions are rendered as to its structural integrity, building system condition and the Property's overall condition. The report also notes building systems or components that have realized or exceeded their typical expected useful lives.

The physical condition of building systems and related components are typically defined as being in one of five condition ratings. For the purposes of this report, the following definitions are used:

Condition Ratings

Excellent	New or very close to new; component or system typically has been installed within the past year, sound and performing its function. Eventual repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Good	Satisfactory as-is. Component or system is sound and performing its function, typically within the first third of its lifecycle. However, it may show minor signs of normal wear and tear. Repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Fair	Showing signs of wear and use but still satisfactory as-is, typically near the median of its estimated useful life. Component or system is performing adequately at this time but may exhibit some signs of wear, deferred maintenance, or evidence of previous repairs. Repair or replacement will be required due to the component or system's condition and/or its estimated remaining useful life.
Poor	Component or system is significantly aged, flawed, functioning intermittently or unreliably; displays obvious signs of deferred maintenance; shows evidence of previous repair or workmanship not in compliance with commonly accepted standards; has become obsolete; or exhibits an inherent deficiency. The present condition could contribute to or cause the deterioration of contiguous elements or systems. Either full component replacement is needed or repairs are required to restore to good condition, prevent premature failure, and/or prolong useful life.
Failed	Component or system has ceased functioning or performing as intended. Replacement, repair, or other significant corrective action is recommended or required.
Not Applicable	Assigning a condition does not apply or make logical sense, most commonly due to the item in question not being present.

Scope

The standard scope of the Facility Condition Assessment includes the following:

- Visit the Property to evaluate the general condition of the building and site improvements, review available construction documents in order to familiarize ourselves with, and be able to comment on, the in-place construction systems, life safety, mechanical, electrical, and plumbing systems, and the general built environment.
- Identify those components that are exhibiting deferred maintenance issues and provide cost estimates for Immediate Costs and Replacement Reserves based on observed conditions, maintenance history and industry standard useful life estimates. This will include the review of documented capital improvements completed within the last five-year period and work currently contracted for, if applicable.
- Provide a full description of the Property with descriptions of in-place systems and commentary on observed conditions.
- Provide a high-level categorical general statement regarding the subject Property's compliance to Title III of the Americans with Disabilities Act. This will not constitute a full ADA survey, but will help identify exposure to issues and the need for further review.
- Obtain background and historical information about the facility from a building engineer, property manager, maintenance staff, or other knowledgeable source. The preferred methodology is to have the client representative or building occupant complete a Pre-Survey Questionnaire (PSQ) in advance of the site visit. Common alternatives include a verbal interview just prior to or during the walk-through portion of the assessment.
- Review maintenance records and procedures with the in-place maintenance personnel.
- Observe a representative sample of the interior spaces/units, including vacant spaces/units, to gain a clear understanding of the property's overall condition. Other areas to be observed include the exterior of the property, the roofs, interior common areas, and the significant mechanical, electrical and elevator equipment rooms.
- Provide recommendations for additional studies, if required, with related budgetary information.
- Provide an Executive Summary at the beginning of this report, which highlights key findings and includes a Facility Condition Index as a basis for comparing the relative conditions of the buildings within the portfolio.

9. Opinions of Probable Costs

Cost estimates are attached throughout this report, with the Replacement Reserves in the appendix.

These estimates are based on Invoice or Bid Document/s provided either by the Owner/facility and construction costs developed by construction resources such as *R.S. Means*, *CBRE Whitestone*, and *Marshall & Swift*, Bureau Veritas's experience with past costs for similar properties, city cost indexes, and assumptions regarding future economic conditions.

Opinions of probable costs should only be construed as preliminary, order of magnitude budgets. Actual costs most probably will vary from the consultant's opinions of probable costs depending on such matters as type and design of suggested remedy, quality of materials and installation, manufacturer and type of equipment or system selected, field conditions, whether a physical deficiency is repaired or replaced in whole, phasing or bundling of the work (if applicable), quality of contractor, quality of project management exercised, market conditions, use of subcontractors, and whether competitive pricing is solicited, etc. Certain opinions of probable costs cannot be developed within the scope of this guide without further study. Opinions of probable cost for further study should be included in the FCA.

Methodology

Based upon site observations, research, and judgment, along with referencing Expected Useful Life (EUL) tables from various industry sources, Bureau Veritas opines as to when a system or component will most probably necessitate replacement. Accurate historical replacement records, if provided, are typically the best source of information. Exposure to the elements, initial quality and installation, extent of use, the quality and amount of preventive maintenance exercised, etc., are all factors that impact the effective age of a system or component. As a result, a system or component may have an effective age that is greater or less than its actual chronological age. The Remaining Useful Life (RUL) of a component or system equals the EUL less its *effective age*, whether explicitly or implicitly stated. Projections of Remaining Useful Life (RUL) are based primarily on age and condition with the presumption of continued use and maintenance of the Property similar to the observed and reported past use and maintenance practices, in conjunction with the professional judgment of Bureau Veritas's assessors. Significant changes in occupants and/or usage may affect the service life of some systems or components.

Where quantities could not be or were not derived from an actual construction document take-off or facility walk-through, and/or where systemic costs are more applicable or provide more intrinsic value, budgetary square foot and gross square foot costs are used. Estimated costs are based on professional judgment and the probable or actual extent of the observed defect, inclusive of the cost to design, procure, construct and manage the corrections.

Definitions

Immediate Needs

Immediate Needs are line items that require immediate action as a result of: (1) material existing or potential unsafe conditions, (2) failed or imminent failure of mission critical building systems or components, or (3) conditions that, if not addressed, have the potential to result in, or contribute to, critical element or system failure within one year or will most probably result in a significant escalation of its remedial cost.

For database and reporting purposes the line items with RUL=0, and commonly associated with *Safety* or *Performance/Integrity* Plan Types, are considered Immediate Needs.

Replacement Reserves

Cost line items traditionally called Replacement Reserves (equivalently referred to as Lifecycle/Renewals) are for recurring probable renewals or expenditures, which are not classified as operation or maintenance expenses. The replacement reserves should be budgeted for in advance on an annual basis. Replacement Reserves are reasonably predictable both in terms of frequency and cost. However, Replacement Reserves may also include components or systems that have an indeterminable life but, nonetheless, have a potential for failure within an estimated time period.

Replacement Reserves generally exclude systems or components that are estimated to expire after the reserve term and are not considered material to the structural and mechanical integrity of the subject property. Furthermore, systems and components that are not deemed to have a material effect on the use of the Property are also excluded. Costs that are caused by acts of God, accidents, or other occurrences that are typically covered by insurance, rather than reserved for, are also excluded.

Replacement costs are solicited from ownership/property management, Bureau Veritas's discussions with service companies, manufacturers' representatives, and previous experience in preparing such schedules for other similar facilities. Costs for work performed by the ownership's or property management's maintenance staff are also considered.

Bureau Veritas's reserve methodology involves identification and quantification of those systems or components requiring capital reserve funds within the assessment period. The assessment period is defined as the effective age plus the reserve term. Additional information concerning system's or component's respective replacement costs (in today's dollars), typical expected useful lives, and remaining useful lives were estimated so that a funding schedule could be prepared. The Replacement Reserves Schedule presupposes that all required remedial work has been performed or that monies for remediation have been budgeted for items defined as Immediate Needs.

For the purposes of 'bucketizing' the System Expenditure Forecasts in this report, the Replacement Reserves have been subdivided and grouped as follows: Short Term (years 1-3), Near Term (years 4-5), Medium Term (years 6-10), and Long Term (years 11-20).

Key Findings

In an effort to highlight the most significant cost items and not be overwhelmed by the Replacement Reserves report in its totality, a subsection of Key Findings is included within the Executive Summary section of this report. Key Findings typically include repairs or replacements of deficient items within the first five-year window, as well as the most significant high-dollar line items that fall anywhere within the ten-year term. Note that while there is some subjectivity associated with identifying the Key Findings, the Immediate Needs are always included as a subset.

Exceedingly Aged

A fairly common scenario encountered during the assessment process, and a frequent source of debate, occurs when classifying and describing "very old" systems or components that are still functioning adequately and do not appear nor were reported to be in any way deficient. To help provide some additional intelligence on these items, such components will be tagged in the database as Exceedingly Aged. This designation will be reserved for mechanical or electrical systems or components that have aged well beyond their industry standard lifecycles, typically at least 15 years beyond and/or twice their Estimated Useful Life (EUL). In tandem with this designation, these items will be assigned a Remaining Useful Life (RUL) not less than two years but not greater than 1/3 of their standard EUL. As such the recommended replacement time for these components will reside outside the typical Short Term window but will not be pushed 'irresponsibly' (too far) into the future.

10. Certification

City of Montebello (the Client) retained Bureau Veritas to perform this Facility Condition Assessment in connection with its continued operation of Transportation Facility, 400 South Taylor Avenue, Montebello California 90640, the "Property". It is our understanding that the primary interest of the Client is to locate and evaluate materials and building system defects that might significantly affect the value of the property and to determine if the present Property has conditions that will have a significant impact on its continued operations.

The conclusions and recommendations presented in this report are based on the brief review of the plans and records made available to our Project Manager during the site visit, interviews of available property management personnel and maintenance contractors familiar with the Property, appropriate inquiry of municipal authorities, our Project Manager's walk-through observations during the site visit, and our experience with similar properties.

No testing, exploratory probing, dismantling or operating of equipment or in-depth studies were performed unless specifically required under the *Purpose and Scope* section of this report. This assessment did not include engineering calculations to determine the adequacy of the Property's original design or existing systems. Although walk-through observations were performed, not all areas may have been observed (see Section 1 for specific details). There may be defects in the Property, which were in areas not observed or readily accessible, may not have been visible, or were not disclosed by management personnel when questioned. The report describes property conditions at the time that the observations and research were conducted.

This report has been prepared on behalf of and exclusively for the use of the Client for the purpose stated within the *Purpose and Scope* section of this report. The report, or any excerpt thereof, shall not be used by any party other than the Client or for any other purpose than that specifically stated in our agreement or within the *Purpose and Scope* section of this report without the express written consent of Bureau Veritas.

Any reuse or distribution of this report without such consent shall be at the Client and the recipient's sole risk, without liability to Bureau Veritas.

Prepared by: Mouaz Alrayes
Project Manager

Reviewed by: 

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Technical Report Reviewer for
Mark Surdam
Program Manager
Mark.Surdam@bvna.com
800.733.0660 x6251

11. Appendices

Appendix A: Photographic Record

Appendix B: Site Plan

Appendix C: Pre-Survey Questionnaire

Appendix D: Component Condition Report

Appendix E: Replacement Reserves

Appendix F: Equipment Inventory List

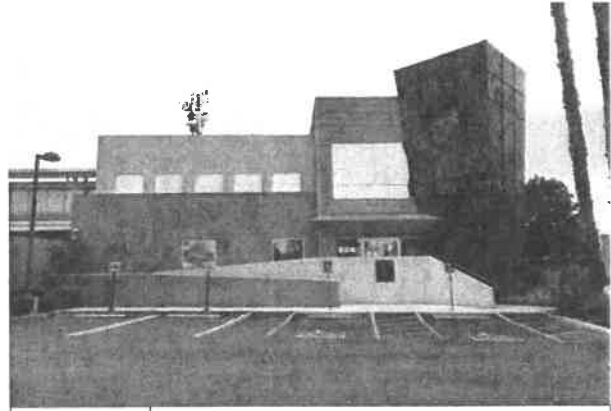
Appendix A:

Photographic Record



1

COVER PHOTO



2

ADMINISTRATION OFFICE
FRONT ELEVATION



3

ADMINISTRATION OFFICE RIGHT
ELEVATION



4

ADMINISTRATION OFFICE LEFT
ELEVATION



5

ADMINISTRATION OFFICE REAR
ELEVATION



6

BUILDING 311 FRONT
ELEVATION



7

BUILDING 311 RIGHT ELEVATION



8

BUILDING 311 LEFT ELEVATION



9

COMMUNICATION BUILDING
EXTERIOR



10

MAINTENANCE SHOP EXTERIOR



11

MAINTENANCE SHOP EXTERIOR



12

WAREHOUSE EXTERIOR



13

STORAGE SHED STRUCTURE



14

FUEL BUILDING/BUS WASH



15

FUEL BUILDING/BUS WASH



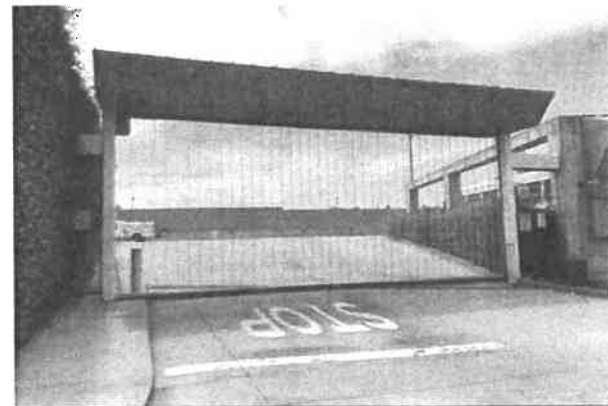
16

FUEL BUILDING/BUS WASH



17

GARAGE EXTERIOR



18

GARAGE\BUS PARKING GATE



19

BUS PARKING\ PARKING
STRUCTURE UPPER LEVEL



20

BUS PARKING\ PARKING
STRUCTURE UPPER LEVEL



21

PARKING STRUCTURE LOWER
LEVEL GATES



22

PARKING STRUCTURE LOWER
LEVEL



23

PARKING STRUCTURE LOWER
LEVEL



24

FRONT PARKING LOT



25

BUILDING 311 PARKING LOT



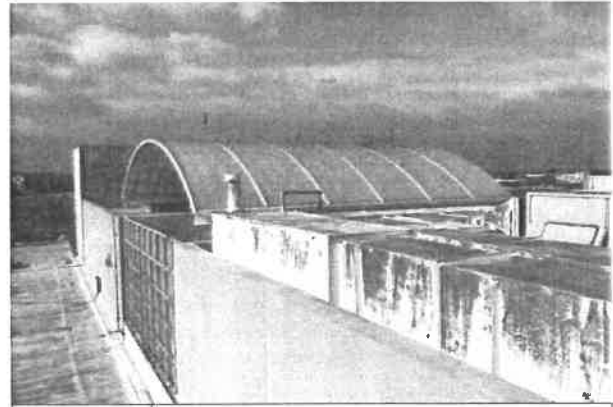
26

BUILDING 311 PARKING LOT-
EAST ELEVATION GATE



27

ROOF



28

ROOF



29

ROOF SKYLIGHT



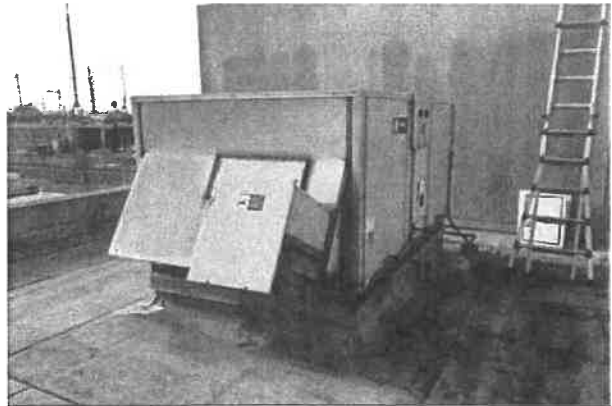
30

ROOF, METAL



31

PACKAGED UNIT (RTU)



32

PACKAGED UNIT (RTU)



33

CONDENSING UNIT REMOTE
CHILLER



34

PACKAGED HEAT PUMP



35

HVAC BOILER (BUILDING 311)



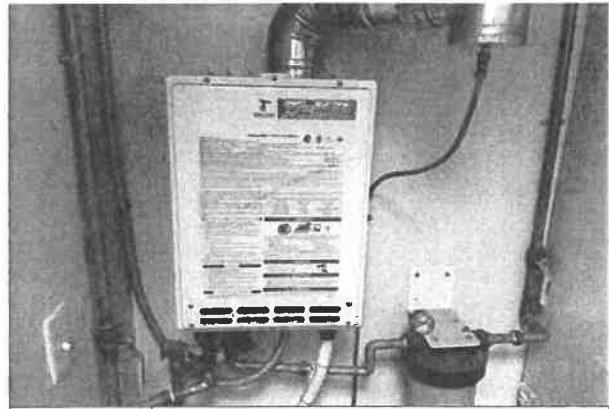
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AIR HANDLER (AHU) - (BUILDING
311)



37

ADMINISTRATION OFFICE
BUILDING WATER HEATER



38

SHOP- INSTANT WATER HEATER



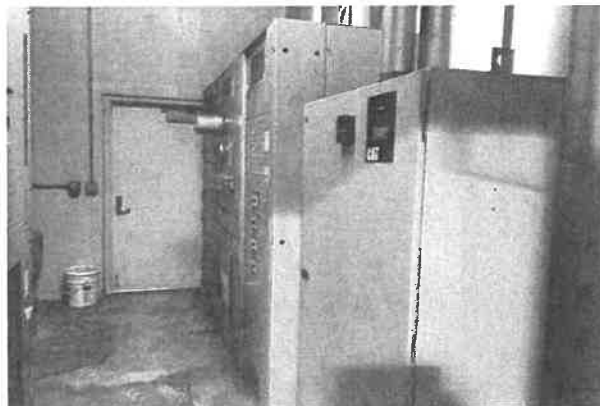
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BUILDING 311 WATER HEATER



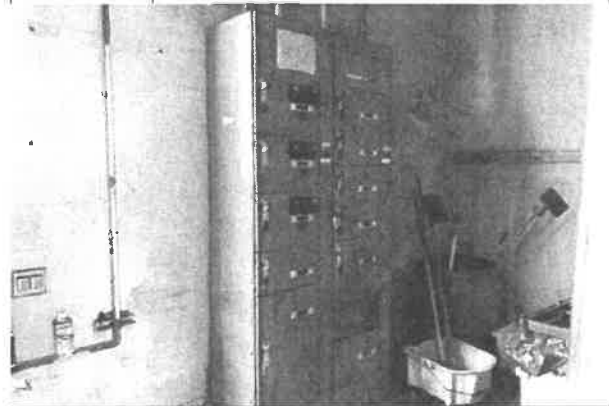
40

WAREHOUSE WATER HEATER



41

MAIN SWITCHBOARD
(MAINTENANCE SHOP)



42

MOTOR CONTROL CENTER



43

EMERGENCY GENERATOR



44

AUTOMATIC TRANSFER SWITCH
(ATS)



45

FIRE ALARM CONTROL PANEL



46

ANNUNCIATION ALARM PANEL



47

ELEVATOR CAB-MAIN OFFICE
BUILDING



48

ELEVATOR, HYDRAULIC



49 MAINTENANCE SHOP



50 MAINTENANCE SHOP



51 WAREHOUSE



52 WAREHOUSE



53 ADMINISTRATION OFFICE-
RECEPTION



54 ADMINISTRATION OFFICE



55

ADMINISTRATION OFFICE



56

ADMINISTRATION OFFICE



57

BUILDING 311 BREAK ROOM



58

SHOP BREAK ROOM



59

TYPICAL RESTROOM



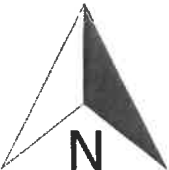
60

TYPICAL RESTROOM

Appendix B:
Site Plan

Site Plan



 BUREAU VERITAS	Project Number	Project Name	
	142318.20R000-020.354	Transportation Facility	
	Source	On-Site Date	
	Google	May 12, 2020	

Appendix C:

Pre - Survey Questionnaire - Not Included

**Solicitation Number: RFP #070121****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Johnson Controls, Inc., 5757 North Green Bay Avenue, Milwaukee, WI 53209 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for HVAC Systems and Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 12, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship for a period of one year for Equipment and Products and ninety days for Services. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Supplier will provide its standard proposal terms and conditions with specific scope for all task orders under this Contract. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the

circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, to the extent resulting from negligence or willful misconduct in the performance of this Contract by the Supplier or its agents or employees for third-party injury or death to person(s) or property or caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Supplier will not be liable for indirect or consequential damages. Vendor's liability to Sourcewell arising out of this Contract, with the exception of Supplier's indemnification obligations under this Section, shall not exceed amounts paid or payable under this Contract. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
- 2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
- 3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws. Supplier shall have the right, at its option, to: i) make the Equipment or Products non-infringing, ii) replace the infringing Equipment or Products; or (iii) on return of the Equipment or Products by Sourcewell or the Participating Entity, Supplier will refund the amounts actually paid by Sourcewell or the Participating Entity for the infringing Equipment or Products, less depreciation over a three (3) year period. Liability for infringement under this Section excludes: (i) misuse or modification of the product by Sourcewell or the Participating Entity or its employees, agents or downstream customers, (ii) use of the product or work in combination with other materials, goods, products, or services for which the product was not intended to be used (as demonstrated by Supplier's applicable product literature), (iii) failure of Sourcewell or the Participating Entity to implement any update provided by Supplier that would have prevented the claim, (iv) work that Supplier made to Sourcewell's or the Participating Entity's specifications or designs, (v) product that is not manufactured by Supplier, and (iv) claims with respect to third party hardware or software.
- 5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

6. *Digital & Intellectual Property.* Use, implementation, and deployment of software and hosted software products proprietary to Supplier ("Software") shall be subject to, and governed by, Supplier's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Supplier and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Supplier shall retain all right, title and interest in any (a) work provided to Sourcewell and any Participating Entities, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by Supplier in the creation of the Deliverables or performance of the associated work, whether known to Supplier prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this Contract. Ownership of all Deliverables and Know-How shall vest solely in Supplier and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing all associated work shall remain the exclusive property of Supplier. For purposes of this Contract, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by Supplier in the creation or provision of the Deliverables or in the performance of the Services, Products or Equipment, and any changes, improvements, or modifications thereto or derivatives thereof. Additional terms and conditions or other required transaction documentation related to Software Terms may be addressed directly between a Participating Entity and Supplier depending upon the Software or offering, including any applicable terms and conditions related to any Software subscriptions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or

“work” performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

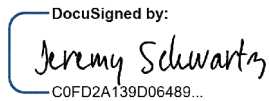
S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

DocuSigned by:

C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

10/7/2021 | 8:54 PM CDT

Date: _____

Johnson Controls, Inc.

DocuSigned by:

DD49E8F7B6E24C5...

By: _____

Jeremy L. Rainwater

Title: VP & GM HVAC and Controls North America

10/14/2021 | 5:51 PM CDT

Date: _____

Approved:

DocuSigned by:

7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

10/14/2021 | 5:53 PM CDT

Date: _____

RFP 070121 - HVAC Systems and Related Services

Vendor Details

Company Name: Johnson Controls, Inc.
Does your company conduct business under any other name? If yes, please state: MD
Address: PO Box 246
Chesapeake City, Maryland 21915
Contact: Tom Staves
Email: thomas.staves@jci.com
Phone: 443-676-8813
Fax: 443-676-8813
HST#: 39-0380010

Submission Details

Created On: Thursday June 03, 2021 10:17:10
Submitted On: Thursday July 01, 2021 10:19:53
Submitted By: Tom Staves
Email: thomas.staves@jci.com
Transaction #: 3a12fdca-b2a1-4826-b500-969a9b2c8b16
Submitter's IP Address: 104.129.195.1

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only):	Johnson Controls Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Johnson Controls Canada, LP Johnson Controls Security Solutions	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Johnson Controls does not have any applicable assumed names. Johnson Controls, Inc. has previously operated under two (2) former names: 1. Johnson Service Company from July 10, 1902 to November 11, 1974 2. Johnson Electric Service Company from July 31, 1900 to July 10, 1902	*
4	Proposer Physical Address:	5757 North Green Bay Avenue Milwaukee, WI 53209	*
5	Proposer website address (or addresses):	www.JohnsonControls.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jeremy L. Rainwater, VP & GM HVAC and Controls North America 5757 North Green Bay Avenue Milwaukee, WI 53209 jeremy.l.rainwater@jci.com 414-524-1200	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Tom Staves Cooperative Program Manager 705 Digital Drive, Suite N, LINTHICUM HEIGHTS, MD 21090-2267 Thomas.Staves@JCI.com 443-676-8813	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Andrew Pergande, Director Commercial Optimization 5757 North Green Bay Avenue Milwaukee, WI 53209 Andrew.Pergande@jci.com 414 524 6937	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Johnson Controls is a global diversified technology and multi-industrial leader serving a wide range of clients in more than 150 countries. Our Performance Infrastructure business, which operates independently, and specifically is responsible for the successful delivery of guaranteed savings projects and other alternative funding projects delivers world-class solutions that address our clients' energy and infrastructure needs. Our solutions leverage our experience from thousands of higher education projects across the country matched to the specific requirements and needs of the client and their facilities. Our company has its very roots in the energy efficiency business. In 1883, Warren S. Johnson, a professor at the State Normal School in Whitewater, Wisconsin, received a patent for the electric room thermostat. His invention launched the building control industry. Johnson Controls with over \$30 billion of revenue in 2017, recently Johnson Controls merged with Tyco to become a global leader in building systems, energy storage, and integrated security and fire. Johnson Controls is a pioneer in developing performance contracting as a viable means by which to update facilities and make them more cost-effective to operate. We have implemented more than 3,000 performance contracting agreements – all with guaranteed savings since 1983. Core Values, Business Philosophy Johnson Controls Values: INTEGRITY FIRST: We promise honesty and transparency. We uphold the highest standards of integrity and honor the commitments we make. PURPOSE LED: We believe in doing well by doing good and hold ourselves accountable to make the world a better place through the solutions we provide, our engagement in society, the way we do business, and our commitment to protect people and the environment. CUSTOMER DRIVEN: We win when our customers win. Our long-term strategic relationships provide unique insights and the ability to deliver exceptional customer experiences and solutions. FUTURE FOCUSED: Our culture of innovation and continuous improvement drives us to solve today's challenges while constantly asking 'what's next.' ONE TEAM: We are one team, dedicated to working collaboratively together to create purposeful solutions that propel the world forward. Industry Longevity Related To The Requested Equipment: Johnson Controls paints an impressive picture, with 130+ years of innovation and over four million customers. Johnson Controls is a global diversified technology and multi-industrial leader serving a wide range of customers. Our commitment to sustainability dates back to our roots in 1885, with the invention of the first electric room thermostat. Johnson is committed to helping our customers win and creating greater value for all of our stakeholders through a strategic focus on buildings and energy growth platforms. Products Or Services Johnson Controls offers best-in-class technologies, products, installation, and service capabilities across building management, fire, security, sensors/controls, HVAC, industrial refrigeration, and energy storage solutions. Our offering includes total support for all fire alarm, fire detection, fire protection, integrated security, HVAC, Building Controls, healthcare communications, and sound/communications needs. Our capabilities include design, engineering development, integration, installation, project management, programming, testing, commissioning, training, warranty support, and post-warranty service. Our Technicians are highly trained and use state-of-the-art test equipment to ensure high-quality results and are trained to perform related repairs, in addition to inspections and responding to emergency maintenance requirements. Our life safety services are "Best-Value" for the following reasons: - Specialized inspection teams trained to identify and correct problems before they occur, thus preventing costly nuisance alarms and unnecessary downtime. - Experienced technicians ensure that repairs are done right and promptly. Standardized reporting and documentation. - Customized service plans to meet any customer's needs. Our organization provides local support from our North American network of over 150 local offices in the United States and Canada. Each office functions as a "one-stop-shop" providing parts, supplies, and equipment specific to each of the clients it serves.
10	What are your company's expectations in the event of an award?	Johnson Controls expects to build upon our previous contract 030817-JHN successes. Though we had tremendous adoption by our sales teams, there is still much work that needs to be done to maximize the sales potential including launching Canada. We are looking to add additional personnel to our corporate sales team to manage field training, business development, and direct sales. An annual budget has been submitted to assist in the development of additional collateral and E-marketing campaigns and plans to attend local/ regional trade shows to promote our participation in the program.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Johnson Controls Inc is a wholly-owned indirect subsidiary of Johnson Controls International plc, a publicly owned company listed on the New York Stock Exchange (ticker: JCI). As a wholly-owned subsidiary, Johnson Controls Inc's financial results are consolidated in the financial statements of Johnson Controls International plc. In Fiscal Year 2020, Johnson Controls saw net revenue of \$22.3 billion with positive cashflow. Johnson Controls enjoys a strong balance sheet with \$10 billion in assets against \$8.2 billion in total liabilities. Total shareholders' equity was \$17.4 billion for FY 2020. We have provided the Johnson Controls 2020 Annual Report, credit and bond ratings, letters of credit, and detailed reference letters
12	What is your US market share for the solutions that you are proposing?	Johnson Controls does not divulge market share for equipment categories, however, we can report on our North American market share for the following services: - Energy Saving Performance Contracting: 14% - P3: 36% - Service and Maintenance: 3% These values include both the US and Canada.
13	What is your Canadian market share for the solutions that you are proposing?	See answer to question 12.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Johnson Controls has never petitioned for bankruptcy protection.
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	B) Johnson Controls is a manufacturer and service provider with an extensive network of sales and service branches that are 100% company-owned. The branch network provides equipment, installation, and service for HVAC, security, fire, and Performance Contracting (PC) needs.

16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	When selecting a company to provide HVAC systems and service, you want to choose a proven contractor that is responsible, experienced, and has employees with the expertise and knowledge to work efficiently and help you make the best choices for your facilities. In addition to professional licenses in all 50 states and 10 Canadian Provinces, our team members hold licenses, certifications, and accreditations by various professional organizations. Professional certification or accreditation indicates a certain proven amount of knowledge and experience in a particular subject area. To earn many of these credentials (e.g., LEED Accredited Professional), applicants are required to have experience in the field as well as pass a comprehensive examination administered by a third party. By regularly maintaining their certifications, our employees ensure they continue their education and keep pace with industry trends and standards. Please see the "Johnson Controls Certification Table" uploaded as a separate file. This table identifies just a few of the professional certifications held by Johnson Controls team members, relevant to HVAC equipment and services and energy efficiency projects. Beyond the dedicated resources for a project, our team can seek additional support from a variety of certified professionals at the regional and national level, as represented here.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Johnson Controls has been in business for well over 100 years and operates from about 120 offices in all North America. To the best of our knowledge and information, neither company, as a corporate entity, nor any of its branch or satellite offices have been suspended or debarred by any federal, state, provincial, or municipal public agency.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
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18	Describe any relevant industry awards or recognition that your company has received in the past five years	Our organization participates in a wide range of activities and has been recognized in several unique areas. The following information highlights some key examples. SUSTAINABILITY AND CORPORATE SOCIAL RESPONSIBILITY 2019 World's Most Ethical Company 12 selections since 2007 (March 2020, selected for the 13th time) Ethisphere Magazine 100 Best Corporate Citizens, 2019 Transparency and social responsibility, since 2006 Corporate Responsibility Magazine 2019 Best Corporate Citizens Community involvement, environmental impact, and fair employee treatment. Forbes Magazine Change the World, 2018 Companies that are doing well by doing good Fortune Magazine AAA Rating Environmental, social, and governance MSCI Socially Responsible Indices Carbon Clean 200 Biggest public companies ranked by green energy revenues Corporate Knights and As You Sow Energy Star Most Efficient 2020 Most efficient products Energy Star Environmental Leader Project of the Year For partnership with The University of Hawai'i (UH) Maui College Environmental Leader and Energy Manager Today Top Project Judges' Choice Award for its impressive strides in sustainability and renewable energy Environmental Leader and Energy Manager Today Environment + Energy Leader 100 Terrill Laughton, VP, and GM of Energy Optimization and Connected Equipment Environmental Leader and Energy Manager Today INNOVATION Johnson Controls Top 100 Global Innovators, 5-time winner Most innovative corporations and institutions in the world, 2016, 2017, 2019, 2019,2020 Clarivate Analytics Overall IoT Company of the Year, 2020 Top companies, technologies, and products in the global Internet of Things (IoT) market IoT Breakthrough Most Intelligent Building – Corporate Headquarters (Bee'ah's new headquarters in the UAE) Optimize energy efficiency, make the best use of available space and help the building's occupants be more productive Digie Award QUALITY / PRODUCTS Our organization participates in a wide range of activities and has been recognized in several unique areas. The following information highlights some key examples. Humanitarian Award, 2019 Fire Commissioner's Humanitarian Award Fire Department of the City of New York Foundation Sustainability Product of the Year The YORK® Mission Critical Direct Evaporative Cooling Air Handling Unit in the 2019 Sustainability Awards. The awards honor those who have made sustainability an integral part of their business practice. The Business Intelligence Group Edison Award Environmentally Friendly Solutions sub-category of the Energy and Sustainability award category The Edison Awards annually honor excellence in human-centered design and innovation Five honors in the 2019 Brandon Hall Group Human Capital Management Excellence Awards Innovative learning solutions and sales training programs that help improve the human capital management space, achieve results and provide meaningful careers Brandon Hall Group YORK® YHAU CGN Absorption Chiller – Heater Use of a natural refrigerant (water) that offers zero ozone depletion and global warming potential New Products for Engineers 2018 IW Best Plants Winner, Norman OK plant Operational excellence Industry Week Four 2019 World Class Briefing Awards for its excellence in management, planning, customer experience, and measurement Association of Briefing Program Managers Most Intelligent Building – Corporate Headquarters (Bee'ah's new headquarters in the UAE) Optimize energy efficiency, make the best use of available space and help the building's occupants be more productive Digie Award WORKFORCE DIVERSITY Grady Crosby, vice president of public affairs and chief diversity officer honored with the 2019 Business Champion award Commitment to creating a diverse and inclusive workforce African American Chamber of Commerce Top 50 Employers for Women Engineers, 2019 Readers of Woman Engineer were asked to name the employers for whom they would most like to work or that they believe would provide a positive working environment for women Women Engineer 50 Best Companies for Diversity Dec. 2018 Black Enterprise Magazine Top Employer – China, 2019 For exceptional employee conditions, nurturing and developing talent throughout all levels of the organization and striving to optimize its employment practices and to develop its employees Top Employers Institute, China 2019 Best of the Best for U.S. Veterans Top Veteran-Friendly Companies U.S. Veteran's Magazine 2019 Sustainability Awards and Recognition does not include most recognition bestowed to specific locations and individual employees by organizations around the world for our employees' work to build a sustainable world and does not include sustainability indices to which Johnson Controls was named. This list is representative but not exhaustive of global sustainability honors and awards.
19	What percentage of your sales are to the governmental sector in the past three years	26%
20	What percentage of your sales are to the education sector in the past three years	18%
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	NCPA - \$3,865,224 TIPS - \$2,281,196 NASPO - \$6,036,765 OMNIA - \$1,500,000 (1st yr of agreement)

22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA - 084 190CA \$11,680,149 GSA-03FAC 0060P \$5,131,971	*
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Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Brainerd Public Schools	Earl Wolleat	218-454-6906 earl.wolleat@isd181.org	*
Castlewood School District	Dawn Wiersma	605-793-2351 dawn.wiersma@k12.sd.us	*
Watertown School District	Heidi Clausen	605-882-6314 heidi.clausen@k12.sd.us	*
Fort Bend County	Taral Patel	281-341-8608 taral.patel@fortbendcountytx.gov	
Marshall County	Roger Haugtvedt	218-745-4951 rodger.haugtvedt@co.marshall.mn.us	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Western Regional Integrated Health Authority	Government	NL - Newfoundland and Labrador	P3, service, controls	\$322.00 – \$109,274,268.00	\$109.3M	*
Corvias Group - Public Housing	Government	Florida - FL	Work for this entity took place in multiple states. Performance Contracting infrastructure improvements	\$61,531 – \$43,968,914	\$97M	*
CUNY - The City University of New York	Education	New York - NY	Service, Chiller plant upgrade, hot water BMS extension, security cameras, various infrastructure upgrades	\$5,620 – \$24,724,109	\$35.9M	*
City of Toledo	Government	Ohio - OH	Performance Contract, various HVAC upgrades, automated meters, controls, service	\$334 - \$75,390,135	\$75.9M	*
School District of Philadelphia	Education	Pennsylvania - PA	Performance Contract, fire alarm, controls, various mechanical HVAC equipment upgrades	\$3,986 - \$24,000,000	\$64.4M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Johnson Controls has 1740 sales personnel in North America working out of more than 160 branch offices. Our sales professionals are full-time employees. Most of the North American employees are full time with less than 1.5% being temporary or part-time.	*
26	Dealer network or other distribution methods.	Johnson Controls, Inc. does utilize a minimal amount of Agents at strategic locations throughout the USA. These Agents will be required to work through a local branch when using the Sourcewell contract to ensure pricing integrity and contract compliance. For those dealers that eventually want to sell direct, they will be required to go through a training program and a contract modification will be submitted to add them as an approved Dealer/Agent.	*
27	Service force.	As mentioned previously, we understand the importance of having a local presence in the communities we serve. This is why we have over 4,800 front-line service providers nationwide in over 160 branch locations. These service providers are direct employees of Johnson Controls.	*
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Johnson Controls service team provides emergency and/or call-as-needed service. Dispatched through our 24-hour operation center, professional tradesmen and technicians are available whenever and wherever needed. In most North American locations, we have the capability to answer emergency calls within two hours of the original call if required by the customer. Once issues are logged via our 24-hour emergency number, a record of the emergency is made for tracking purposes, and a service team member or members will be dispatched to the site of the issue. We also provide next-day service for routine service calls. We guarantee to answer emergency calls within 24 hours of your call and have technicians available 24-hours a day, seven days a week. In addition to the service required, our technicians will suggest ways to improve conditions, as well as alternate methods of operations. If needed, they will contact other specialists to assist with the issues at hand and provide you with written documentation. Some very remote locations may be more than 2-hours away from a service branch. In those cases, we may install additional technology to enable us to detect, analyze, and possibly remedy problems remotely. Another option is establishing a connection to our Remote Operations Center who can then detect, report, and fix problems as they occur. In some cases, we have subcontracted with a local firm that can provide service within the 2-hour window. We deliver unparalleled OEM service support for our industry-leading YORK chillers and Metasys building management system, as well as the expertise to service any competitive brand of equipment, including chillers, boilers, HVAC mechanical equipment, and controls systems. When it comes to servicing HVAC equipment or controls systems, we will provide customers with the expertise, resources, professionalism, and results expected from a global industry leader – with the attention to detail and commitment to the community of a local service provider. The Johnson Controls E-Service tool provides a customer portal where Sourcewell members can access information related to their building(s) and service jobs, including details about service history, service requests, agreements, and invoices. From the main portal page, they can also review news articles and connect directly to various offerings. Our service branches are certified to service a wide range of facility infrastructures including the following: - Building automation control systems - Chiller and refrigeration equipment - Boilers and associated heating systems - Air handling equipment and large fans - Hydronic equipment including pumps and cooling towers - Pneumatic air systems (control and process) - Fire alarm systems - Security and card access control systems - Low and high voltage electrical systems - Packaged rooftop units and unitary heat/cooling equipment Maintenance In order to protect your investment in its equipment and facilities, it is prudent to perform regular service/maintenance as outlined by the manufacturers. With an optimal maintenance strategy, one can expect a reduction in downtime, maintenance, and operating costs. Especially in a stringent cost-reduction environment – and with increasing demands placed upon facility managers and staff – it is more important than ever to find ways to simplify, expedite, and improve one's job while finding cost efficiencies along the way. We can customize a facility maintenance plan to address the manufacturer's recommended preventative maintenance tasks for all of your equipment. An effective strategy applies an optimum mix of different approaches based on the risk impact or cost and consequences of failure. Establishing this proper mix and focusing on continuous improvement is equally important in a successful strategy. Reactive Maintenance Fixing or replacing equipment only when they fail. Assets will be out of service until fixed. Significant overtime and expedited delivery costs incurred. Predictive Maintenance Checking the condition of the equipment as it operates. Equipment conditions, rather than time intervals, determine the need for service. Preventative Maintenance Scheduling maintenance at specific times offers the first line of defense against failure. Proactive Maintenance Addresses root causes identified by predictive methods. It isolates and corrects the sources of failure altogether.	*
29	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Johnson Controls will support all geographic areas and market sectors of the United States through the proposed contract. We will be offering and promoting an awarded contract to all Sourcewell member segments and verticals through the proposed contract.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Johnson Controls frequently provides products and services to customers in Canada, and will gladly support Sourcewell Canadian members. We have successfully managed, engineered, and implemented more than \$550 million in performance contract projects across Canada, which represents over \$600 million in guaranteed savings. We have 20 branch offices located throughout Canada, which enables us to provide HVAC systems and services to all provinces, Yukon Territory, the Northwest Territories, and Nunavut.	*
31	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Johnson Controls can service all geographic areas of the United States and all Sourcewell Member sectors. We have an international presence and an extensive presence in the United States and Canada. We provide HVAC systems and services to all markets and sectors and have entire teams dedicated to State Government, Higher Education, K-12 Schools and Districts, Local Government, Federal Government, Healthcare, and Public Housing.	*
32	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Johnson Controls, Inc. can service all geographic areas in North America across all entity sectors with no limitations.	*
33	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Johnson Controls operates offices located in HI, AK, and US Territories. There will not be any additional charges to service customers located within these areas unless they are more than our standard branch response area of 1 hours' travel from the nearest Johnson Controls office.	*

Table 7: Marketing Plan

Line Item	Question	Response *
34	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our proposed Sourcewell marketing plan includes a coordinated effort between Johnson Controls and Sourcewell. We will continue to market the SOURCEWELL program both internally and externally via our corporate websites. Brochures will be dispensed in both hard copy and electronic format. Our team's Cooperative Program Manager, Mr. Tom Staves, will continue to oversee the program. Mr. Staves will be responsible for driving growth. He will be assisted by the following personnel who have also been supporting Sourcewell in the past. The following sales personnel will assist with the training, promotion, and direct sales to SOURCEWELL clients: Ms. Mary Beth Alexander - Business Development Mgr. Ms. Melanie LeClair - Business Development Mgr. Ms. Hayley Nitschke - Marketing The Sourcewell Logo will be added to tradeshow banners and promoted locally and nationally via numerous tradeshows our personnel attends throughout the year. We will continue to promote Sourcewell via our website. We will also distribute a form to clients. The form will be used to request additional information or schedule a meeting with a sales representative.
35	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We use a variety of electronic platforms to ensure contract awareness and to continually educate customers on life safety in general. Some current updates that are in process include; having a strong digital component to our advertising program that includes pay-per-click advertising. Online banner advertising, e-newsletters, links to JohnsonControls.com from key websites. We continue to make significant investments in redesigning our website and implementing marketing automation software that integrates with salesforce.com. • Update our existing customer database files for known Sourcewell members • Continuous refresh/updates to the Internet (as stated, there will be a dedicated page to Sourcewell) • Conduct Emailer campaigns • We have launched a very successful webinar series "Learn from the Leader" that takes on a new industry-related topic once per quarter. Free for all that attend. • All Sourcewell customers will have access to Service Channel. A dedicated secure portal where inspection reports, will be uploaded, service calls can be placed, and can even check on the time until the technician arrives. • Will promote via newsletter and corporate announcement
36	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Johnson Controls entities have had tremendous success with our previous Sourcewell awards. As you see we have many of the same customers still with us under Sourcewell and have greatly expanded the program. We continue to make improvements and build upon past successes and learn from our experiences. Affiliated companies including Johnson Controls Security Solutions, Johnson Controls Canada LP, and Tyco Integrated Fire and Security have the benefit of working from procedures that have been established by Johnson Controls Fire Protection. Our team is driven to provide efficient public service through our national contract purchasing solutions and other related programs. We are only able to do this as we work together; to create a unified purchasing alliance that is valued by both Sourcewell Members and contracted suppliers. We understand our sales staff will be responsible for the majority of the marketing responsibilities for this contract. We are positioned to continue to work together to support a wide range of Sourcewell clients.
37	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Most of our products are designed, developed, and integrated to meet specific customer needs. SSNA products and services are purchased primarily through our local branch network.

Table 8: Value-Added Attributes

Line Item	Question	Response *
38	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	By partnering with Johnson Controls, Sourcewell members will have the ability to customize training to meet their needs. Our programs can be comprehensive to increase the self-sufficiency of staff or more focused to develop competencies where needed. We design our training programs in conjunction with our service offerings to protect customer investments while maximizing the efficiency of their operations. Through continuous support and professional development, we align our services with their mission. To create a truly focused learning experience, we carefully customize our training programs to align with your goals and objectives. To help determine what training will be required for your staff, we will work with you through a series of brief interviews and simple tests with representatives from maintenance supervisors, maintenance staff, facilities engineering, and quality control. The program steps include the following: - Define current maintenance and operating procedures - Define required maintenance and operating procedures required for new equipment - Review training options with plant engineering and maintenance - Determine and organize training programs, based on need and skill level, for functional groups within the facility (supervisors, maintenance staff, custodial, etc.) - Perform training with each group using a mix of theory, hands-on practice, and maintenance manual application - Record each session for future use by staff - On a regular basis, repeat and redesign new needs and re-establish competency on old ones Johnson Controls Institute Professional instructors with industry experience, state-of-the-art equipment, and hands-on lab activities are hallmarks of the Johnson Controls Training Institute experience. The Institute has been widely regarded as one of the best educational sources in the building environments industry since its establishment in 1947. Each year, more than 4,000 clients and employees attend courses at our institute. Training is available on-site or at one of our many training centers across the U.S. On-site training features hands-on training on your own equipment. For a listing of courses, please visit our website at www.johnsoncontrols.com. Packaged Training Programs We realize that off-site classroom instruction is not always practical. For that reason, the Institute produces several packaged training programs to assist our clients. Convenient and effective in-house training is possible through a variety of instructional videotapes, sound/slide, and computer-based training programs produced by the Institute. The computer-based training programs use the power and flexibility of the computer to deliver an interactive learning experience. Interacting one-on-one with the computer, the student can gain a better working knowledge of HVAC systems, energy management concepts, and facilities management system operation. The student can review each modular lesson after the initial learning experience to refresh skills as needed. Branch and On-Site Instruction Because branch training can provide a more convenient and cost-effective alternative to our standard Institute locations, we have converted many of our more popular courses to branch training programs. We can also conduct select courses using remote seminars that allow group training of the client's facilities, systems, and equipment. On-staff Johnson Controls Institute instructors teach the remote seminars at client sites, our offices, or another convenient location depending on the needs of the client group. We use portable equipment simulators that enable employees to practice without jeopardizing building operations. Another option for on-site instruction is on-the-job training, which allows our engineers, technicians, and mechanics to provide instruction at your facilities. This training is excellent for practical and productive learning. Materials include course handbooks, on-site laboratory sessions, and examinations. Typical topics include energy management, HVAC systems maintenance, and facility management system operation. Finally, phone support and technical assistance are always available over the phone or during our normal client service visits.

39	Describe any technological advances that your proposed products or services offer.	Our latest technology deployment is OpenBlue, which is further described in Question 70. It is a complete suite of connected solutions that deliver impactful sustainability, new occupant experiences, and respectful safety and security that combines our 135 years of building expertise with cutting-edge technology. OpenBlue features a suite of tailored, AI-powered service solutions such as remote diagnostics, predictive maintenance, compliance monitoring, advanced risk assessments, and more. One of our more powerful and popular technological advances is our Connected Services. All microprocessor-based York chillers can be connected to our Remote Operations Center and monitored 24/7. This information will better prepare our chiller technicians during their service visits and alert them during abnormal operating conditions. Our team will truly be connected to your member's operations resulting in improved performance. This technology gives our team 24/7 read-only access to chiller operational data remotely via our iPhones and desktop computers to maximize uptime, help you manage costs, and make informed decisions about your equipment. Connected Services will notify Johnson Controls personnel if the York chillers are not operating properly. Additionally, it allows our technicians direct access to the Johnson Controls internal intranet for access to all York chiller application data, service manuals and bulletins, parts manuals, and direct access to the York Factory Engineering team. This application also allows our customers to sign off on completed work, which is immediately available for viewing on the Customer Portal. This tool also gives our technicians access to the internet for updated information on third-party equipment and Johnson Controls compiled database on third-party equipment.	*
40	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	At Johnson Controls, we've been dedicated to protecting the environment since our invention of the electric thermostat in 1885, which provided a fundamental shift in the energy efficiency of buildings. Now, all over the world, our products and services empower customers and communities to consume less energy and conserve resources. Our Objectives Sustainability is an integral part of our vision and values. Our environmental efforts are conducted with the following objectives in mind: • Supporting our company's growth and exceeding our customers' increasing expectations for more sustainable products and services. • Fostering a culture of sustainability that engages and attracts people who want to make a difference. • Improving our operational efficiency, including lowering costs and reducing the environmental footprint of our operations and supply chain. • Expanding engagement with our stakeholders on environmental issues, including leading in global partnerships that increase the scale of our sustainability impact. • Demonstrating our commitment from the top, including the continued integration of sustainability into company goals and decision-making. Our Accomplishments Across our organization, we seek to continuously improve in our environmental work. We're proud and fortunate to have been included in more than 40 prestigious sustainability indexes in recent years. 2020 World's Most Ethical Company. Our 13th year in a row to be so recognized—a record only 7 companies worldwide have ever achieved. 100 Best Corporate Citizens, 2020. We achieved the rank of #3 in our category and #18 overall among the 100 Best Corporate Citizens for 2020, for environmental, social, and governance (ESG) transparency and performance. We were up against 1000 of the biggest companies in the US to achieve this ranking. MSCI AAA Status. This is Morgan Stanley's sustainability index. Only 5% of companies achieve AAA. S&P 500 ESG Index. Even at a time when companies like Walmart, Twitter, and Honeywell were dropped from the S&P index, we maintained our spot. We are included in the Dow Jones Sustainability Index as well. Here are just some of the reasons why we've received this recognition: • From 2002 through 2017, we are proud to have reduced our energy intensity by 47 percent and our greenhouse gas intensity by 41 percent. • Our efforts align with the United Nations Sustainable Development Goals, a universal call to action to end poverty, protect the planet and ensure that all people enjoy peace and prosperity. • We always strive to do more, which is why in 2017 we adopted a new 2025 Sustainability Strategy. This strategy drives sustainability across our entire value chain by focusing on five areas: solutions, people, partnerships, performance, and governance. As part of this new strategy, we are committing to new, ambitious 2025 goals related to greenhouse gas emissions, energy, water, waste, safety, and diversity from a 2017 baseline.	*
41	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We are unaware of the Certification of independent products, however, Johnson Controls uses third-party software Process Map for our Environmental, Health, and Safety Information System (EHSIS) to track environment, health, and safety data from facilities worldwide. Data are reviewed routinely by qualified personnel, including the regular use of an internal audit process to check not only data in the system but also site-level checks of original records and other aspects. At times, we engage assistance from third-party environmental, health and safety, and ISO consultants for site-specific audits. This includes using, for some sites, certified registrars to validate and certify our operations to various quality, environmental, six sigma, and safety standards, e.g., ISO 9000, ISO 14001, OHSAS 18001. Additionally, filings with environmental, health and safety, and other regulatory agencies are routinely checked internally and by the applicable regulatory agency.	*
42	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Johnson Controls is a leader in supplier diversity. Since 1993, we have spent more than \$22 billion with certified women- and minority-owned suppliers. Globally, we have included more than 300 diverse and historically underutilized companies into more than 30 product and service procurement categories to support our customer solutions. Johnson Controls' supplier diversity program is successful because of accountability, training, and supplier diversity processes that extend into our customer and supplier networks. Supplier diversity is approached as a discipline that is not confined to one department, geography, or an elite group of star performers. All of the operational, commercial, and advanced supplier diversity activities are tied together with standardized processes company-wide.	*

43	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Sourcewell members can ensure their project produces significant energy savings and the highest return on investment by selecting a company with extensive HVAC System and Service experience and a nationwide branch network that ensures expert local service in every market in North America. Unparalleled Experience By selecting Johnson Controls, Inc. (Johnson Controls), Sourcewell members will engage an industry leader that has implemented over 3,000 ESPC projects over the past 30+ years and helped pioneer the ESPC industry in the 1980s. We are the national leader in HVAC Systems and services with a greater market share and more experience than any of our competitors. We currently hold over \$6 billion in performance-based guarantees through approximately 615 projects across North America. This experience ensures that Sourcewell members can realize a high-performance project that is designed, implemented, commissioned, and serviced by reliable experts that have successfully installed and service HVAC systems for other K- 12, higher-education, state, and local government bodies. We offer our customers the reliability and financial stability of a Fortune 100 company. Our sales for the fiscal year 2015 totaled \$37.2 billion. Our financial muscle is balanced by a strong code of ethics. For the tenth year in a row, Johnson Controls has been named one of the "World's Most Ethical Companies" by the Ethisphere Institute. Corporate Responsibility Magazine has also recognized Johnson Controls as the #14 company in its annual "100 Best Corporate Citizens" list. Our long history and proven capabilities illustrate that we can perform all phases of any project and provide Sourcewell member entities with the best value through equipment upgrades, equipment maintenance, and service, training, or any combination of service that you require. We Are Where You Are Our field service branch network of 4,500 front-line service providers in over 160 branch locations shows that although Johnson Controls has a large national and international footprint, we understand the importance of having a local presence in the communities we serve. Our extensive branch network is 100% company-owned and operated, which enables us to share resources, expertise, innovations, and corporate values throughout the entire branch network. This enables all of our branch employees to benefit from the experience and lessons learned on projects we perform across the nation and around the world. No other Energy Services Company (ESCO) has a similar network. By investing in local branch locations, we enable local decision-making authority that makes it easier to respond to the needs of customers in a timely manner. Our investment also helps support the communities where we live and work. Flexibility and Consistency Sourcewell members can benefit from our established and uniform development and implementation approaches that provide a consistent level of service and expedited delivery. We will apply the same management approach at a small-town school district, as we will for a world-renowned University or large state customer with highly dispersed facilities. This ensures that each project meets our standards of quality, safety, and maximum return on investment for our customers. With a large number of resources available to our teams, we are able to provide projects with additional staff to meet aggressive deadlines. Additionally, our ability to streamline the development, procurement, and implementation processes ensure faster upgrades of facilities so our customers will realize savings sooner. Safety At Johnson Controls, we realize safety is just as important to you as it is to us. From onsite field employees to corporate offices, safety is built into all the services we provide. Compared to the industry averages for Total Recordable Injury Rate (TRIR) and Lost Time Injury Rate (LTIR), Johnson Controls is leading the way in safety. In fact, our current safety record surpasses the published future safety goals of most industrial leaders. Commitment to Diversity For any project we undertake, we endeavor to maximize participation from minority-owned and Historically Underutilized Businesses (HUBs). This is an increasingly important goal for many of our customers and benefits Johnson Controls by expanding our pool of available talent in each marketplace. We have more than 700 diverse suppliers representing more than 50 product and service categories. Approximately 7% of Johnson Controls' outside purchases are made with diverse suppliers and contractors with minority purchases making up approximately 80% of the spend. The remaining external purchases are from women-owned firms and firms designated by government agencies as small or disadvantaged businesses. Because of these efforts, Johnson Controls has joined the elite Billion Dollar Roundtable, an organization comprised of only 24 U.S. corporations that spend more than \$1 billion annually with minority- and women-owned businesses. Commitment to Sustainability Sustainability is a cornerstone of our business. We create sustainable solutions through all of our workstreams and practice what we preach as a corporation. Our corporate headquarters campus in Glendale, Wisconsin represents the largest concentration of LEED Platinum buildings with four awarded buildings in one site. Since 2002, we have publicly reported various sustainability data, including safety, and environmental metrics. We published our first annual Business and Sustainability Report in 2003, which details our performance in accordance with the Global Reporting Initiative (GRI) guidelines – the most widely accepted global standard for reporting corporate responsibility. Our 2015 Sustainability Report is available for you to view online at: http://www.johnsoncontrols.com/corporate-sustainability/reporting-and-policies/business-and-sustainability-report/environmental-leadership
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Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
44	Do your warranties cover all products, parts, and labor?	Our warranty structure is set forth to protect our clients against faulty products installed by or workmanship completed by our personnel. Our warranties cover all products, parts, and labor associated with the Johnson Controls installed or serviced system.	*
45	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no usage limitations in our warranty system for Johnson Controls installed or serviced systems.	*
46	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Technician travel time and mileage to perform warranty repairs are covered under our warranty program.	*
47	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Due to the presence of our company-owned district offices throughout North America, we are not aware of any geographic region where we cannot provide warranty repair services.	*
48	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	As indicated above, our policy states we will warranty a system installed by our technicians for a period of 1 year from the date of the customer's beneficial use. Service parts carry a 90-day warranty from the date of installation by a qualified technician. Different manufacturers may offer their own equipment warranties that cover the replacement cost of specific system components	*
49	What are your proposed exchange and return programs and policies?	According to the specific terms of each client's agreement, we can exchange a faulty piece of equipment or system component under warranty for its current equivalent. Equipment that cannot be repaired, or that is part of a legacy system no longer supported, will be replaced at the client's request.	*
50	Describe any service contract options for the items included in your proposal.	Maintenance In order to protect your investment in its equipment and facilities, it is prudent to perform regular service/maintenance as outlined by the manufacturers. With an optimal maintenance strategy, one can expect a reduction in downtime, maintenance, and operating costs. Especially in a stringent cost-reduction environment – and with increasing demands placed upon facility managers and staff – it is more important than ever to find ways to simplify, expedite, and improve one's job while finding cost efficiencies along the way. We can customize a facility maintenance plan to address the manufacturer's recommended preventative maintenance tasks for all of your equipment. An effective strategy applies an optimum mix of different approaches based on the risk impact or cost and consequences of failure. Establishing this proper mix and focusing on continuous improvement is equally important in a successful strategy. Reactive Maintenance Fixing or replacing equipment only when they fail. Assets will be out of service until fixed. Significant overtime and expedited delivery costs incurred. Predictive Maintenance Checking the condition of the equipment as it operates. Equipment conditions, rather than time intervals, determine the need for service. Preventative Maintenance Scheduling maintenance at specific times offers the first line of defense against failure. Proactive Maintenance Addresses root causes identified by predictive methods. It isolates and corrects the sources of failure altogether.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
51	Describe any performance standards or guarantees that apply to your services	Johnson Controls utilizes a total quality management approach across Canada and throughout North America. Johnson Controls develops a clear picture of our customer's definition of quality service, from that we generate a defined set of objectives that form the basis of our performance standard. This method will ensure that Johnson Controls clearly understands and proactively participates in exceeding all of a customer's goals, and in our ability in achieving your expectations for customer satisfaction. Johnson Controls team and individual performance goals are set to a level exceeding the customer's acceptable performance standard. Performance evaluations are based on the team's success in achieving overall project goals; thus, teams are motivated to apply persistent, dedicated, and focused effort to overachieve their goals. Our Performance Infrastructure team provides guarantees for our Performance Contracting projects. For a Performance Contract, Johnson Controls guarantees the savings amount in the contract. - We begin monitoring the savings performance at the onset of the construction period and continue throughout the guarantee period. At the same time, we suggest and implement operational enhancements to fine-tune the overall performance. - We monitor savings during the year, produce scheduled reports that describe the results and reconcile the guarantee at the end of each year (or as dictated by the M&V plan). - If the dollar savings are equal to or greater than the guarantee amount, customers receive all of the excess benefits. If there is a shortfall, Johnson Controls will pay the difference between the actual and the guaranteed amount in the form of a check or as additional equipment and services. - We repeat the annual tracking and reconciliation process each year throughout the term of the agreement.	*
52	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	A schedule of values is provided with each proposal that provides details of the service or product being provided, outlines timelines, billing, and responsible parties. There are standard communication and response time protocols that will be outlined at the task-order level.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods?	Payment terms are NPR 30 for all invoices. For contracting sales, a schedule of values will be outlined regarding payment intervals throughout the installation process including after-warranty PSA.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	It is the intent of Johnson Controls to utilize Sourcewell Approved Leasing Vendor NCL for potential financing of our Sourcewell opportunities. Our organization offers various financial solutions in an effort to remain focused on the financing needs of its customers. Program offerings include: Direct Purchase Fair Market Value (FMV) Purchase Option 10% Purchase Option	*
55	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Systems and Services North America has a wholly-owned branch network that provides proposals directly to customers for requested product or service purchases. Each proposal procured through the Sourcewell contract will be marked in Salesforce as a Sourcewell Cooperative and will have the Sourcewell contract number and will be logged. Additionally, services are quoted and tracked using the Sourcewell "buying group" Upon customer award and invoiced, these sales will be reported to Sourcewell quarterly	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Johnson Controls will utilize standard commercial quoting tools when quoting Sourcewell opportunities. The primary systemic tools utilized to build proposals are Selection Navigator, Yorkworks, and NxGen when quoting services. Standard JCI commercial terms are incorporated into these proposals.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We do accept P-card procurement and payment, and we do not pass on any fees to the customer.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	This agreement will apply to all Johnson Controls Systems and Services North America (SSNA) branches across the United States. Johnson Controls strives to be a company that is easy to do business with. Therefore, our approach for this opportunity is to keep our pricing model simple, easy to use, and transparent. Labor Rates For labor rates, each branch location has published street labor rates that are competitive in their local markets. We will be using the approach discounting 10% off of our local branch published street rates (benchmark: Our labor pricing approach is the same approach utilized by Johnson Controls for GSA Schedule 84, which can be used by most state and local government entities). Local labor rates change annually. Equipment, Controls, and Solutions For equipment, controls, fire / Security alarm, and parts manufactured by Johnson Controls, our approach is to discount off of our North American List Price (NALP) or List Price depending upon the pricing tool being utilized. For outside purchased HVAC equipment, controls, fire, security, technology equipment, and miscellaneous components, our approach is to mark up over our cost. HVAC Specialty Air Quality Products are custom built, so pricing will vary For miscellaneous 3rd party parts, mechanical subcontracts, electrical subcontracts, piping subcontracts, insulation subcontracts, job services such as cranes, facilities assessments, job specific tools, management & engineering services and surveys, our approach is to mark up over our cost as verified by 3rd party invoice to Johnson Controls.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Discounts vary based on equipment and labor. Maximum equipment discounts are 55%.	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts will be considered on a project-by-project basis. Most SSNA solutions are customized for each facility and do not qualify for volume discounts.	*
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	We supply these items at cost + 30%.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Proficiency and Risk (PR) Fee: Due to unforeseen conditions and or circumstances on all proposals Johnson Controls includes PR assessments. The PR fee averages 5%, of the total sell price depending on the risk it could be as high as 10% or as low as 2%. In our existing Sourcewell Contract 030817-JHN, this PR Fee has consistently been included in our proposals under miscellaneous as it is part of our systemic pricing tools. Johnson Controls wants to provide customers with complete transparency of our pricing.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping costs are included, as is disposal.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping costs are included in the price.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We strive to achieve just-in-time delivery to avoid storage costs and costs associated with damage that can occur when equipment and parts are stored on-site or in a facility for any length of time. Additionally, we do not enforce your warranty until we reach substantial completion. This helps save our customers a little money by not starting the warranty period too early when the system is not yet in use.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Pricing methodology is similar to that of past award. Both B and C apply to our response. Depending upon the opportunity discounts are equal to or better than we offer to GPO's and other cooperatives. It is Johnson Controls policy to standardize pricing across Cooperatives and GPO agreements and enable the branch offices to negotiate the additional discounts on an opportunity by opportunity basis.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Pricing calculations under the Sourcewell contract will leverage estimating tools with defined pricing discounts for Sourcewell members. This pricing methodology makes it easy for our field organization and customers to understand pricing practices. Pricing transparency is provided to the customer with each Sourcewell proposal including reference to the Sourcewell contract. Pricing for large sales often has multiple reviews (sales, sales management, and cooperative program office). Small transactional sales are sample reviewed by the cooperative program office. If a pricing discrepancy would be identified all sales by that sales rep through the Sourcewell contract would be self-audited. The sales reporting and administrative fee remittance function are independent of the field sales organization. Fee processing is completed by a centralized GPO and cooperative processing team. This process will help to eliminate issues relating to unreported sales or missing fees under the Sourcewell contract. The centralized team utilizes data contained with our Customer Relationship Management system, booking system, and cooperative proposal log to help ensure completeness in sales reporting and fee submission.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Johnson Controls has established KPI's for evaluating the performance of our Cooperative Program. These internal metrics are comprised of data from both sales and finance. For example, one key metric that we utilize is the number of sales representatives that have an active Sourcewell proposal in the Sales Force pipeline
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Johnson Controls proposes a 1% administrative fee. On significant opportunities, we would like to leave open our ability to further negotiate a reduction on a case-by-case basis.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Due to character limitation on the Bid Portal, please see the "Table 14A – Depth and Breadth of Offer Equipment Products and Services" document for complete details. Although we have the unique capacity to self-perform most work, we also have the contract management expertise to know when it is appropriate to outsource some functions. Please see our "Subcontracting Scope of Work" document uploaded as an attachment to this response. HVAC System Design, Installation, and Service HVAC Systems: - Standard Air Handling Units (AHUs), Customer AHUs, AMI Modular AHUs - Inefficient air handling unit replacement - HVAC system redesign - Variable frequency drives - Heat recovery systems - Low leakage air dampers - Variable air volume systems - Inlet vanes for centrifugal fan - Demand control ventilation - Exhaust fans - Fan coil units - Motor replacement - Unit heaters/ventilators - Computer room unit optimization - Four-pipe system to two-pipe system - Variable volume system upgrades - System recommissioning - Duct Free Mini Split Systems - Invertors - Pumps - Indoor Air Quality Products and Devices: Active polarization, non-ionizing, electronic air cleaning systems intended to replace passive filtration - Rooftop units - Heat pumps - PTACs - Water source heat pumps - Air Terminal Devices and Heating Products - Lighting systems-disinfectant lighting (UVC light tech) for air handlers Cooling Systems: - Scroll, Rotary, Centrifugal, Reciprocating, Air-Cooled Chillers, Water-Cooled Chillers, Condensing Units, and Absorption Chillers - Chiller replacements - Gas fire centrifugal chillers - Low load chiller - CFC containment conversions - Tower free cooling - Commercial refrigeration

- Cooling tower upgrade
- Two speed fan motors
- Variable pitch blade cooling tower fan
- Thermal energy storage systems
- Reclaim A.C. heat rejection
- Variable flow system upgrade
- Air-Cooled Variable Refrigerant Flow Systems
- Chilled water temperature reset
- Humidity control
- Absorption chiller
- Gas-fired chiller
- Condenser auto-cleaning
- Conversion to primary secondary, including VSD on pumps
- Cooling towers De-centralization/centralization
- Free cooling

Energy Management and Control Systems:

- In-room control systems
- Direct digital controls
- Pneumatic control conversion
- Manual valves to automatic valves
- Air compressors
- Lab fume hood control
- Multi-system integration
- Load shedding
- Demand management
- Staging / lead-lag
- Optimum start / stop

Heating Systems:

- Heating system redesign and optimization
- Boiler replacement
- Electric to gas fired boiler
- High efficient modular boilers
- Low load boiler
- Burner replacement
- Dual fuel burners
- Oil atomizing burners
- Boiler stack heat reclaim
- Perimeter radiation
- High efficient domestic water heaters
- Gas line turbulators
- Temperature reset control
- Electric heating to gas
- Piping insulation
- Boiler stack reclaim
- Boiler system de-centralization
- Aerator replacement with O2 scavenger
- Automated water treatment
- Condensate recovery

Performance Contracting

- Energy Conservation Measures
- Investment Grade Audits
- Infrastructure Upgrades

OpenBlue

Building Systems

- Building Management System
- Access Control System
- Lighting
- HVAC
- Floor plans

Integrated Workplace Management Systems

- Meeting rooms (size, location, amenities)
- Desk (reservable, status)
- Assets (type and location)
- Other spaces
- Frictionless Access Control
- Facial Recognition
- Skin temperature scanning solution
- Facemask detection
- Thermal imaging, UV sanitizing gates, contact tracing, touchless visitor management

Enterprise IT Systems

- HR & IT System
- Active Directory
- Microsoft Exchange
- CMMS

Third Party Offerings

- Sensors
- Space Scheduler
- Mobile Access
- Parking management
- Travel options (bus, train, car)
- Weather, traffic, stock prices

OpenBlue Healthy Buildings

- OpenBlue Dynamic Spaces
- Face Mask Detection
- Social Distance Monitoring and Contact Tracing
- Intelligent Frictionless Access Control

OpenBlue Companion

- OpenBlue Clean Air
- OpenBlue Location Manager
- OpenBlue Enterprise Management
- OpenBlue Digital Twin
- OpenBlue Secure
- OpenBlue Tailored Services Suite

Smart City Programs

	- Traffic analysis - Security Cameras - Proximity Sensors - Pedestrian Counters - Digital signage and speakers - Gunshot detection	
	Utility Meters - Water Meters - Electric Meters - Utility billing analysis - Utility rate improvements - Meter consolidation - Electric power factor correction - Automatic Meter Reading (AMR) - Advanced Metering Infrastructure (AMI) technology – Full scale implementation - Meter accuracy improvements - Meter typing & sizing upgrades - Automatic leak detection system - Customer web portal - SCADA upgrades	
	Distribution Systems and Cogeneration Plants - Central Utility Plants - Cogeneration/CHP Systems - Central cooling plant	
	Lighting Systems - Lighting Products: Intelligent lighting, connected lighting, streetlighting, intelligent street lighting, decorative lighting, human-centric lighting, specialty lighting, safety lighting, disinfectant lighting, and commercial lighting. - Interior Lighting: - o Linear Fluorescent Upgrades: New LED fixtures, LED retrofit kits, LED tubes - o CFL/INC/HID Upgrades: New LED fixtures, LED retrofit kits, LED re-lamps - o High Bay Fixtures: New LED fixtures - Exterior Lighting: - o Building Mounted: Wall packs, floods, canopy - o Pole Mounted: Area and street lights, Post top decorative, High mast, Parking garages - Lighting Controls: - o Room based controls: occupancy sensors, Photocell sensors - o Stand-alone Networked controls - o Integrated Networked controls with BAS - o Smart City controls - Human-Centric Lighting (HCL): HCL systems combine intelligent lighting control with LED lamps and fixtures that have the ability to change their color temperature and intensity. Light varies during the day according to the natural lighting cycle: - o Low light levels and low CCTs (Correlated Colour Temperature) in the early morning - o High light levels and high CCTs at midday (up to 10,000 K) - o Low light levels and low CCTs during evening - o Extremely low light levels and a medium CCT under moonlight - Smart Building-Wide Lighting Control - Building Automation System Integration - Business Optimization	
	Building Envelope Systems - Window glazing - Tinted window film - Energy efficient windows - Window and door weather stripping and caulking - Revolving doors - Air curtains - Automatic door closers - Roofing - Insulate walls, roof, floor, soffit - Caulk pipe penetrations - Seal ceiling to roof gap - Solar radiation reduction - Reflective coating to roof - Weatherproofing	
	Water and Sewage Systems Water Conservation - Retrofit flush valves, showerheads, faucets, toilets - Automated water systems - Cooling tower retrofits - Ice machine upgrades - High efficiency domestic water heaters - Waste heat recovery	
	Water Supply/Treatment/Distribution - Raw water pumping - High service pumps - Backwash water pumps (filtration plants) - Water control systems - Plumbing systems - Irrigation systems - Domestic water - Rain water harvesting	
	Wastewater Collection and Treatment - Wastewater lift pumps - Aeration system improvements (diffusers, controls, blowers) - Digester gas to energy projects - Digester improvements	
	Flood Control - Flood control systems - Flood monitoring systems - Integrated traffic control and monitoring systems	
	Renewable Energy Systems - Solar photovoltaic - Wind turbines	

	- Geothermal heat pumps - Microgrid - Energy storage - Solar daylighting - Biomass plants - Solar thermal pool heating - Solar thermal domestic water heating - Solar transpired walls
	Distributed Energy Storage Battery Power Stationary Storage Energy Storage System - In-Building Modular Container Distributed Energy Storage System Thermal Energy Storage Systems Ice Storage
	Sewer Heat Recovery Waste Heat Recovery and Urban Biogas Utilization
	Microgrids
	Connected Technologies - Audio-Visual - Data Cabling - LAN/WAN/Voice - Distributed Antenna Systems - Nurse Call Systems - Security Systems - HL7 Integrations
	Pool Systems/Environment and Recreational Spaces Additional Systems - Loading dock air curtains - Ceiling systems - Electrical power systems - Emergency generators - Turbine generators - Switch gear - Elevator modernization - Waste management - Waste compactors - Red bag waste - Pool covers and pool heat recovery - Air and water balance - Power factor correction - Fleet management - Start-up and commissioning - High efficiency water heating - Instantaneous hot water heating and removal of large storage tanks - Waste heat recovery for dryers and kitchens - Conversion of electric kitchen equipment to gas - Water savings measures for kitchen and laundry - Ozonated laundry upgrades - Kitchen equipment - Dishwasher replacement - Walk-in coolers optimization - Exhaust system optimization - Kitchen design - Laundry systems
	Service and Maintenance
	Public Relations
	Security - 24/7 remote monitoring - Access control - Advanced video surveillance - Intrusion detection
	Fire, Life-Safety & Hazard Protection - Fire alarm systems - Fire sprinkler systems - Fire suppression systems - Mass notification systems - Special hazard solutions - Extinguishers - Mass Notification - Special Hazard - Sprinkler
	Operational Intelligence & Loss Prevention - Information management solutions - Real-time location systems (RTLS) for asset management - Video and traffic analytics

71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	- Renewable Technologies - Indoor Air Quality - Lighting Systems - Energy Efficiency - Greenhouse Gas Reduction - Smart Building Technologies - Smart City Technologies - Artificial Intelligence - Security - Connected Technologies - Energy Storage - Microgrids - HVAC Equipment - Controls - Building Automation Systems - Energy Management Systems - Operational Intelligence and Asset Management - Fire alarm and suppression - Security - Extinguishers - Sprinkler - Mass Notification - Special Hazard
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Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	HVAC, IAQ, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology	Yes No	See attachment 14A - Depth and Breadth of Offer Equipment Products and Services
73	Sensors, controls, thermostats, gauges, and system automation or management products and technology	Yes No	See attachment 14A - Depth and Breadth of Offer Equipment Products and Services
74	Services related to the offering of the solutions described in Lines 72 and 73 of Table 14B above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization	Yes No	See attachment 14A - Depth and Breadth of Offer Equipment Products and Services

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcwell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.

3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Sourcwell Pricing Table 07 01 21 Final Rev.docx - Wednesday June 30, 2021 14:58:28

• [Financial Strength and Stability](#) - 2020-10-k-for-jci-site.pdf - Monday June 28, 2021 14:57:33 [Marketing Plan/Samples](#) - Marketing Doc.pdf - Tuesday June 29, 2021 09:58:10

• [WMBE/MBE/SBE or Related Certificates](#) (optional)

• [Warranty Information](#) - Project Warranty Letter.pdf - Monday June 28, 2021 16:09:35

• [Standard Transaction Document Samples](#) - HS HP Upgrade and Service Sample Proposals.pdf - Monday June 28, 2021 15:40:04

• [Upload Additional Document](#) - Table 2 Certification and Table 14A Additional Info.zip - Tuesday June 29, 2021 10:31:24

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

- 1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
- 2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
- 3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
- 4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
- 5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
- 6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
- 7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
- 8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
- 9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
- 11. Proposer its employees, agents, and subcontractors are not:
 - 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 - 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jeremy Rainwater, VP & GM HVAC and Controls North America, Johnson Controls, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_HVAC_Systems_Services_RFP_070121 Tue June 22 2021 04:10 PM	☒	1
Addendum_3_HVAC_Systems_Services_RFP_070121 Wed May 26 2021 04:55 PM	☒	1
Addendum_2_HVAC_Systems_Services_RFP_070121 Tue May 18 2021 03:45 PM	☒	1
Addendum_1_HVAC_Systems_Services_RFP_070121 Mon May 17 2021 01:50 PM	☒	1

**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 3928
WITH JOHNSON CONTROLS, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **October 27, 2021** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and JOHNSON CONTROLS, INC. (the "CONTRACTOR"). The CITY and the CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional CONTRACTOR to purchase and install new roofing and a Heating, Ventilation, and Air Conditioning (HVAC) system for the City's Transportation Department; and

WHEREAS, the CONTRACTOR represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees; and

WHEREAS, the CONTRACTOR represents the degree of specialized expertise contemplated within California Government Code, Section 37103, and is qualified to perform such services by virtue of its experience and the training, education, and expertise of its principals and employees; and

WHEREAS, no official or employee of the CITY has a financial interest, within the provisions of Sections 1090 – 1092 of the California Government Code, in the subject matter of this Agreement.

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

A. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

- a. This Agreement and its Exhibits.
- b. CONTRACTOR'S Scope of Services and Associated Cost Proposal dated September 29, 2021, attached hereto as **Exhibit "A"**.
- c. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

B. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

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SECTION 2. SERVICES / COMPENSATION.

A. The CONTRACTOR shall provide to the CITY those services that are set forth fully in CONTRACTOR's "Scope of Services and Associated Cost Proposal" attached hereto as **Exhibit "A"** and incorporated fully herein by this reference (the "Scope of Services").

B. The CONTRACTOR shall complete the Scope of Services in a timely manner, and in accordance with an agreed-upon work schedule to be determined by the Parties.

C. CONTRACTOR shall be compensated at a sum not-to-exceed **Four Million, Two Hundred and Nine Thousand, Four Hundred and Eighty Three Dollars (\$4,209,483)** plus a fifteen (15%) contingency sum, for a grand total not-to-exceed sum of **Four Million, Eight Hundred and Forty Thousand, Nine Hundred and Six Dollars (\$4,840,906)** (the "Maximum Compensation") for the performance of the Scope of Services as set forth in **Exhibit "A"**. CONTRACTOR shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONTRACTOR shall not incur fees or costs which exceed the Maximum Compensation without the prior written consent of the CITY.

D. The CITY will be invoiced upon completion of the Scope of Services set forth herein. Payment in full of an invoice must be received by the CONTRACTOR within thirty (30) days of the date of such invoice.

E. Work performed shall be deemed approved and accepted by the CITY as and when invoiced unless the CITY objects within fifteen (15) days of invoice date by written notice specifically stating the details in which the CITY believes such work is incomplete or defective, and the invoice amount(s) in dispute. The CITY shall pay undisputed amounts as provided for in the preceding paragraph.

F. Contingency Funding. CONTRACTOR acknowledges and understands that CITY has reserved contingency funds to be awarded to CONTRACTOR in addition to the Compensation defined above if and only if all of the following conditions are met:

- 1) CONTRACTOR submits in writing to CITY work specifications and projected costs associated with the Heating, Ventilation, and Air Conditioning System (HVAC Project) that was not incorporated in the initial Scope of Services; and
- 2) CITY has an opportunity to review, comment, and request revisions and/or recommendations to the HVAC Project; and
- 3) CITY approves the final HVAC Project in writing and both Parties execute a binding "First Amendment" to this Agreement for the purpose of awarding CONTRACTOR additional funding from CITY's approved Contingency Amount in an additional of up to and including **Six Hundred-Thirty One Thousand, Four Hundred and Twenty Three Dollars (\$631,423)**; and

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- 4) CONTRACTOR receives a written Notice to Proceed from CITY specifically for the HVAC Project.

SECTION 3. TERM.

This Agreement shall commence on **October 27, 2021**, and shall terminate upon completion of the Scope of Services set forth herein, unless terminated earlier as hereinafter provided.

SECTION 4. PERFORMANCE.

a. The CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.

b. The CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of CONTRACTOR hereunder, in meeting its obligations under this Agreement.

c. The CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. The CONTRACTOR shall have the right to retain, subject to the CITY's approval, additional individuals, contractors or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, contractors or subcontractors shall be the sole and exclusive responsibility of the CONTRACTOR.

e. The CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONTRACTOR pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 5. WORK PRODUCT.

a. The CONTRACTOR hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONTRACTOR.

b. All data, documents, discussion, or other information developed or received by the CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONTRACTOR without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONTRACTOR agrees that the covenants contained in this Section shall survive the expiration or termination of this

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Agreement.

SECTION 6. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by the CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by the CITY's City Manager (the "City Manager").

SECTION 7. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONTRACTOR and shall be the CITY's agent with respect to obtaining the CONTRACTOR's compliance hereunder.

SECTION 8. TERMINATION.

In the event that either Party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the CONTRACTOR which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONTRACTOR, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONTRACTOR. The CONTRACTOR and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to the CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONTRACTOR the part of Compensation which would otherwise be payable to the CONTRACTOR for services the CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONTRACTOR shall be reimbursed for any "non-refundable" costs that the CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that the CONTRACTOR provides the CITY with adequate proof that the CONTRACTOR incurred the costs, and is unable to seek a refund for such costs. Such "non-

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refundable” costs may include, but are not limited to, travel reservations incurred by the CONTRACTOR for its performance of services under this Agreement. The CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the CITY shall be employed by the CONTRACTOR during the term of this Agreement.

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of the CITY shall be personally liable to the CONTRACTOR in the event of any default or breach by the CITY, or for any amount which may become due to the CONTRACTOR.

SECTION 11. INDEPENDENT CONTRACTOR.

a. The CONTRACTOR is and shall, at all times, remain as to the CITY a wholly independent contractor. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the CONTRACTOR except as expressly set forth in this Agreement. The CONTRACTOR shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be available to the CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONTRACTOR for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONTRACTOR, the CONTRACTOR's employees or the CONTRACTOR's subcontractors for injury or sickness arising out of performing services hereunder.

b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

c. The CITY shall not deduct from the Compensation paid to the CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to the CONTRACTOR. The CITY shall have no responsibility to provide the CONTRACTOR, its employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONTRACTOR is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONTRACTOR must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONTRACTOR. If this Agreement remains in place, the

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CONTRACTOR shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

b. In the event that the CONTRACTOR or any employee, agent, or subcontractor of the CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONTRACTOR shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

The CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments including, but not limited to the Montebello Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of the CONTRACTOR to comply with this section.

SECTION 14. INDEMNIFICATION.

The CONTRACTOR agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of the CONTRACTOR's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 15. INSURANCE COVERAGE.

a. During the term of this Agreement, the CONTRACTOR shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONTRACTOR's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL):** Insurance Services Office

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Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

- **Business Automobile Liability Insurance:** If applicable, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if the CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

- **Professional Liability** insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

b. If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.

c. The CONTRACTOR shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

d. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONTRACTOR's expense, the premium thereon.

f. **Evidence of Insurance prior to commencement.** The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: gskibar@cityofmontebell.com

g. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30)

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days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

h. **Evidence of Insurance during the entire term of the Agreement.** At all times during the term of this Agreement, the CONTRACTOR shall maintain on file with the CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. The CONTRACTOR shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

i. The CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

j. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the CITY, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to the CITY. The CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

k. The insurance provided by the CONTRACTOR shall be primary to any coverage available to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents, or volunteers, shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

l. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONTRACTOR, and CONTRACTOR's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. The CONTRACTOR hereby waives all rights of subrogation against the CITY.

m. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, the CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to the CITY, or the CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

n. Procurement of insurance by the CONTRACTOR shall not be construed as a limitation of the CONTRACTOR'S liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONTRACTOR shall not subcontract, delegate, or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment shall provide a description of

PROFESSIONAL SERVICES AGREEMENT NO. 3928

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the services to be covered, identification of the proposed sub-contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

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

SECTION 17. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition, or covenant hereof.

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this

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Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered via e-mail (an "Electronic Notice" as further defined below), personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY:

City of Montebello
Attn: René Bobadilla, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200

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With a copy to: City of Montebello – Montebello Bus Lines
Attn: Adrianna Kendricks, Acting Director of Transportation
400 South Taylor Avenue
Montebello, CA 90640
(323) 558 -1625 x 201
(323) 887- 4643 (Fax)
akendricks@cityofmontebello.com

If to Contractor: Johnson Controls, Inc.
Attn: Andrew Krynen, Vice President
3568 Ruffin Rd
San Diego, CA 92123
(858) 302-1009
andrew.krynen@jci.com

An electronic communication (“**Electronic Notice**”) shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee, sub-contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. The CONTRACTOR will take affirmative action to ensure that sub-contractor and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

The CONTRACTOR covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the CITY

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as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by the CONTRACTOR. The CONTRACTOR's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

("CITY")

("CONTRACTOR")

CITY OF MONTEBELLO

JOHNSON CONTROLS, INC.

René Bobadilla, City Manager

Andrew Krynen, Vice President

Date: _____

Date: _____

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS

- Exhibit A – Contractor's Scope of Services and Associated Cost
- Exhibit B – Terms for Compliance with California Labor Law Requirements
- Exhibit C – Affidavit Of Non-Collusion

Exhibit “A”

CONTRACTOR’S SCOPE OF SERVICES

Date: Wednesday, Sept 29th, 2021

Version: 1.2

Project: City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

Johnson Controls appreciates the opportunity to submit this proposal. The scope and design of this proposal is built from the site visits from our technical controls engineers and mechanical service foremen, meetings, and equipment lists with the city of Montebello.

Subcontractor license information:

License Number: 22445 Expires: 5/31/2022
License Class: A, B, C38, C36, C20, C10, C-4, C-7
Name: Johnson Controls, Inc.
Address: 5770 Warland Drive, Suite A, Cypress, CA 90630

I. BASIS OF PROPOSAL

- Transportation Building: Remove all rooftop HVAC equipment for the installation of a new roof. Replace all RTU's with new York HVAC equipment. Remove all existing Trane controls, thermostats, space sensors, associated controls devices. Replace with new Metasys Building Management System (BMS) front-end, supervisory engines and field controllers.
- Available additional Metasys equipment discounts applied in association with a one-year Metasys software subscription, fault detection and diagnostics, and fault triage. The Metasys software subscription includes all version upgrades and updates to keep the Metasys BMS on current revision.
- Install new Split System type units consisting of six (6) condensers and nine (9) fan coils for the Transportation Building and Bus Wash.
- Demo and replace tube heaters in the mechanics bay
- Migrate existing HVAC mechanical Planned Service Agreement to newly installed equipment from this proposal
- Add one annual HVAC mechanical service visit for the newly installed Split Systems.
- Provide new Metasys controls Planned Service Agreement with quarterly preventive maintenance visits for Metasys BMS controls.
- Pricing is based on SOURCEWELL pricing, contract 030817-031517. Sourcewell contract is used for all equipment and labor.

II. SCOPE PRICING

Base Scope- HVAC System Retrofit with new roofing, new HVAC mechanical equipment, and new Metasys BMS	\$ 4,209,483.00
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III. DETAIL SCOPE

- We propose to furnish the materials and/ perform the work described below:

City of Montebello Transportation Project

Roofing Scope of Work:

Main Transit Building

- Tear off all pitch pans and roof drains.
- Install new ½ inch primed dense deck fully adhered over existing roofing.
- Install new fully adhered Burke Hypalon single-ply membrane over new dense deck.
- Roof all drains, pipe penetrations and AC curbs with membrane per manufacturer's specifications.
- Roof all parapet walls with Hypalon membrane.
- Install new metal coping around all parapet walls.
- Weld walk deck around AC units and roof access ladder.
- Weld all field seams and wall seams with heat guns.
- All work shall be performed per manufacturer's specifications.

Remaining Roofs

- Tear off around all HVAC wood support penetrations, and roof drains.
- Inspect wood deck and repair if necessary. Note: Additional costs for labor and material shall be applied
- All new steel A/C platform supports will be installed by sheet metal contractor.
- Install new 1/4 inch dense deck mechanically fastened over existing roofing and wood deck.
- Install new 45mil mechanically fastened Burke Hypalon single-ply membrane over new dense deck.
- Roof all drains, pipe penetrations and A/C curbs with membrane per manufacturer's specifications.
- Roof all parapet walls with Hypalon membrane.
- Install new clad or metal coping around all parapet walls.
- Weld walk deck around A/C units and roof access ladder.
- Weld all field seams and wall seams with heat guns.
- All work shall be performed per manufacturer's specifications.

Transit Bus Wash Building Re-Roof

- Tear off around all HVAC support penetrations, and roof drains.
- Inspect wood deck and repair if necessary. Note: Additional costs for labor and material shall be applied
- All new steel A/C platform supports will be installed by sheet metal contractor.

-
- Install new 1/4 inch dense deck mechanically fastened over existing roofing and wood deck.
 - Install new 45mil mechanically fastened Burke Hypalon single-ply membrane over new dense deck.
 - Roof all drains, pipe penetrations and A/C curbs with membrane per manufacturer's specifications.
 - Roof all parapet walls with Hypalon membrane.
 - Install new clad or metal coping around all parapet walls.
 - Weld walk deck around A/C units and roof access ladder.
 - Weld all field seams and wall seams with heat guns.
 - All work shall be performed per manufacturer's specifications.

Transit Garages

- Tear off around all HVAC support penetrations, and roof drains.
- Inspect wood deck and repair if necessary. Note: Additional costs for labor and material shall be applied
- All new steel A/C platform supports will be installed by sheet metal contractor.
- Install new 1/4 inch dense deck mechanically fastened over existing roofing and wood deck.
- Install new 45mil mechanically fastened Burke Hypalon single-ply membrane over new dense deck.
- Roof all drains, pipe penetrations and A/C curbs with membrane per manufacturer's specifications.
- Roof all parapet walls with Hypalon membrane.
- Install new clad or metal coping around all parapet walls.
- Weld walk deck around A/C units and roof access ladder.
- Weld all field seams and wall seams with heat guns.
- All work shall be performed per manufacturer's specifications.

Roofing Clarifications:

- Seven (7) year workmanship warranty.
- Twenty (20) year manufacturer's NDL warranty.

Roofing Exclusions:

- All electrical lifting or relocating by others.
- All plumbing of new roof drain installation, if damaged.
- All additional walk mat areas shall be additional time and material.
- All asbestos and lead testing shall be owner's responsibility.
- All roof tear off.
- All asbestos abatement

HVAC Equipment Scope of Work:

- Provide lock-out/tag-out of existing HVAC equipment
- Disconnect electrical wiring, control wiring, drain piping, and anchorage from the existing units.
- Provide temporary cooling
- Provide rigging (via crane) to remove and properly dispose of existing units.
- Johnson Controls to provide and install the following:
 - Three (3) York 10T roof-top package units
 - One (1) York 8.5T roof-top package unit
 - One (1) York 12.5T roof-top package unit
 - One (1) York 3T roof-top package unit

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- Four (4) York 5T roof-top package units
 - One (1) York 4T roof-top package unit
 - One (1) York 5T roof-top package unit
 - Two (2) Samsung 10T Heat Pump VRF Condensing Unit
 - Five (5) Samsung High-Wall Fan Coil Units
 - One (1) Samsung Heat Pump Condensing Unit
 - Two (2) Samsung High-Wall Fan Coil Units
 - Three (3) Mini-Split Condensing Units
 - Three (3) Mini-Split Fan Coil Units
 - One (1) 20T York Condenser Unit
 - Reconnect the existing electrical wiring, control wiring, and drain piping to the new HVAC units.
 - Perform start-up and testing of the new HVAC equipment units.
 - Provide labeling of new HVAC equipment units installed.
 - Remove and replace eight (8) Tube Heaters in mechanic's bay.
 - Remove and replace one (1) Tube Heater in the paint booth.

HVAC Mechanical Installation Exclusions:

- Platforms, roof curbs, vibration isolation, economizers, power exhausts, manual outside air dampers, filter racks, or extra filters.
- Additional drain pans if required, hanging kits, disconnects, smoke detectors.
- Coil coatings, copper coils, water valves or piping, pumps, motor starters, contactors, relays, line or low voltage wire or wiring,
- All accessories are field installed unless otherwise noted.

Controls Scope of Work:

- Johnson Controls to provide and install the following:
 - Five (5) field controllers CGM09090-0
 - Twenty-Nine (29) VAV field controllers CVM03050-0
 - Twenty-Four (24) thermostat NSB8BBTN240-0
 - Ten (10) duct probe sensors
 - Twenty-Four (24) VAV duct temperature sensors
 - One (1) outdoor temperature sensor 1K
 - One (1) SNE 22001 panel with supervisory controller
 - One (1) ADS software server package with five (5) concurrent licenses
 - One (1) workstation for ADS server
 - One (1) Metasys license for Fault Detection & Diagnostics (FD&D) and Fault Triage.
 - One (1) Metasys User Interface (MUI) intuitive graphics
 - One-Year Metasys software subscription for all includes upgrades and update
- Work to be performed during regular business hours.
- Provide eight (8) hours of on-site Metasys training for up to four (4) users.
- Existing power, and wire will be reused as possible.
- Equipment and labor not included in the above will be considered extra and quoted separately.
- Excludes any unforeseen site conditions.

HVAC Mechanical Equipment Planned Service Agreement Scope of Work for New Split-Systems:

- Johnson Controls will provide one (1) annual site visit to maintain the new HVAC split-system equipment
- Visit will consist of one (1) comprehensive service visit of eight (8) hours
- Comprehensive visit:

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- Use appropriate eye protection in work environment
 - Use appropriate Head protection on worksite
 - Use appropriate hand gloves on worksite
 - Use and follow the JCI safety policy for Fall Protection while performing work
 - Use and follow the JCI Ladder Safety processes while performing work
 - Use and follow the JCI Lock-out Tag-out on all electrical machinery
 - Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
 - Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants
 - Use and follow the JCI process for handling and working with Used Oil
 - All work must be performed in accordance with Johnson Controls safety policies
 - Check with appropriate customer representative for operational deficiencies
 - Review control panel for proper operation and recorded fault histories
 - Check for visual signs of refrigerant/oil leak(s)
 - Conduct refrigerant leak check
 - Check for proper crank case heater operation (if applicable)
 - Perform lock-out and tag-out procedure
 - Inspect condenser fan and compressor contactors for wear
 - Check and tighten electrical connections
 - Check for unusual noise and vibration
 - Check overall condition of unit
 - Record and log all operating parameters
 - Remove and dispose any debris from any maintenance activity
 - Document tasks performed during visit and report any observations to appropriate customer representative

- Condenser Coil Cleaning:

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Spray coil(s) with chemical solution
- Rinse coil(s) thoroughly with water
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Metasys BMS Controls Planned Service Agreement:

- Johnson Controls will provide quarterly site visits to maintain the new Metasys BMS equipment
- Visits will consist of one (1) comprehensive service visit of eight (8) hours and three (3) operational service visits of eight (8) hours each visit.
- Comprehensive visit:
 - Use appropriate eye protection in work environment

-
- Use appropriate Head protection on worksite
 - Use appropriate hand gloves on worksite
 - Use and follow the JCI safety policy for Fall Protection while performing work
 - Use and follow the JCI Ladder Safety processes while performing work
 - Use and follow the JCI Lock-out Tag-out on all electrical machinery
 - All work must be performed in accordance with Johnson Controls safety policies
 - Check with appropriate customer representative for operational deficiencies
 - Create local back up of existing program and store on on-site computer and on-site media
 - Verify unit is controlling to set points by checking sequences of operations and PID loops
 - Check that the damper actuators, valve actuators, variable speed drives, and protections (as applicable) are responding appropriately to control signals. Notify customer of any issues with those devices
 - Identify and notify customer of abnormal point communications
 - Identify and notify customer of current overrides (e.g. out of service) and negative impacts
 - Identify and notify customer of all current alarms and negative impacts
 - Verify sensor readings and field calibrate critical sensors used in control loops and alarming functions (as sensor type and controller options allow)
 - Visually validate system outputs from the field controller
 - Tighten electrical connections
 - Check overall condition of panel and perform visual inspection of unit and surrounding area
 - Document tasks performed during visit and report any observations to appropriate customer representative
- Operational visit:
 - Use appropriate eye protection in work environment
 - Use appropriate Head protection on worksite
 - Use appropriate hand gloves on worksite
 - Use and follow the JCI safety policy for Fall Protection while performing work
 - Use and follow the JCI Ladder Safety processes while performing work
 - Use and follow the JCI Lock-out Tag-out on all electrical machinery
 - All work must be performed in accordance with Johnson Controls safety policies
 - Check with appropriate customer representative for operational deficiencies
 - Verify unit is controlling to set points by checking sequences of operations and PID loops
 - Identify and notify customer of abnormal point communications
 - Identify and notify customer of current overrides (e.g. out of service) and negative impacts
 - Identify and notify customer of all current alarms and negative impacts
 - Check overall condition of panel and perform visual inspection of unit and surrounding area
 - Document tasks performed during visit and report any observations to appropriate customer representative

IV. **CLARIFICATIONS:**

- Work to be performed during normal business hours.
- Controls wiring to be plenum rated wiring in all locations

V. **EXCLUSIONS**

- Overtime
- Permits, plans, drawings, mechanical engineering, asbestos testing, asbestos removal if present
- Installation of economizers or smoke detectors
- Air balancing
- All work with fire/life safety, smoke tests, fire dampers and combination smoke/fire dampers; other than providing as noted above.
- Any fire life safety interlocks, including equipment shutdown FSD dampers or wiring, or interlocks for FLS system.
- Any required insurance, performance bonds, and permits.
- BIM modeling

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.	This proposal is valid until 10/31/2021
Company: _____	Name: <u>Jonathan A. Huse</u>
Name: _____	Title: <u>Sales Representative</u>
Title: _____	Date: <u>09/29/2021</u>
Date: _____	City of Montebello Transportation v1.2

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "in-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent.

Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of hazardous or dangerous materials, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to hazardous or dangerous materials without JCI's express written consent.

2. **INVOICING & PAYMENTS.** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Ten percent (10%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 10% shall be included in Johnson's initial invoice. Purchaser agrees to pay Johnson the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.

3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available

substitute thereof.

4. **WARRANTY.** Johnson warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Johnson, for a period of one (1) year from installation. Johnson warrants that for equipment furnished and/or installed but not manufactured by Johnson, Johnson will extend the same warranty terms and conditions which Johnson from the manufacturer of said equipment. For equipment installed by Johnson, if Purchaser provides written notice to Johnson of any such defect within thirty (30) days after the appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment. For equipment not installed by Johnson, if Purchaser returns the defective equipment to Johnson within thirty (30) days after the appearance or discovery of such a defect, Johnson shall, at its option, repair or replace the defective equipment and return said equipment to the Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Johnson shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
5. **LIABILITY.** Johnson shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Johnson's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of Johnson.
8. **COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.
11. **INDEMNITY.** The Parties hereto agree to indemnify each other from all liabilities, claims, expenses, losses or damages, including attorney's fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
13. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
14. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

EXHIBIT "B"
TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW
REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, CONTRACTOR acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works", CONTRACTOR shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.
2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 of this Exhibit, above.
3. CONTRACTOR shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the Effective Date of this Agreement. CONTRACTOR shall not perform work with any Sub-CONTRACTOR that is not registered with DIR pursuant to Section 1725.5. CONTRACTOR and Sub-CONTRACTORS shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the CONTRACTOR or any Sub-CONTRACTOR ceases to be registered with DIR at any time during the duration of the project, CONTRACTOR shall immediately notify City.
4. Pursuant to Labor Code Section 1771.4, CONTRACTOR's Services are subject to compliance monitoring and enforcement by DIR. CONTRACTOR shall post job site notices, as prescribed by DIR regulations.
5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. CONTRACTOR acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and CONTRACTOR shall post such rates at each job site covered by this Agreement.
6. CONTRACTOR shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The CONTRACTOR shall, as a penalty to City, forfeit \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by CONTRACTOR or by any Sub-CONTRACTOR.
7. CONTRACTOR shall comply with and be bound by the provisions of Labor Code Section 1776, which requires CONTRACTOR and each Sub-CONTRACTOR to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

8. CONTRACTOR shall comply with and be bound by the provisions of Labor Code seq. concerning the employment of apprentices on public works projects. CONTRACTOR shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, CONTRACTOR shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, CONTRACTOR, and each of its Sub-CONTRACTORS shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The CONTRACTOR shall not perform Work with any Sub-CONTRACTOR that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of CONTRACTORS from public works. The CONTRACTOR and Sub-CONTRACTORS shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of CONTRACTORS from public works. If the CONTRACTOR or any Sub-CONTRACTOR becomes debarred or suspended during the duration of the project, the CONTRACTOR shall immediately notify City.

10. CONTRACTOR acknowledges that eight hours labor constitutes a legal day's work. CONTRACTOR shall comply with and be bound by Labor Code Section 1810. CONTRACTOR shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The CONTRACTOR shall, as a penalty to City, forfeit \$25.00 for each worker employed in the performance of this Agreement by the CONTRACTOR or by any Sub-CONTRACTOR for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of CONTRACTOR in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

12. For every Sub-CONTRACTOR who will perform work on the project, CONTRACTOR shall be responsible for such Sub-CONTRACTOR's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and CONTRACTOR shall include in the written contract between it and each Sub-CONTRACTOR a copy of those statutory provisions and a requirement that each Sub-CONTRACTOR shall comply with those statutory provisions. CONTRACTOR shall be required to take all actions necessary to enforce such contractual provisions and ensure Sub-CONTRACTOR's compliance, including without limitation, conducting a periodic review of the certified payroll records of the Sub-CONTRACTOR and upon becoming

aware of the failure of the Sub-CONTRACTOR to pay his or her workers the specified prevailing rate of wages. CONTRACTOR shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend (at CONTRACTOR's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent CONTRACTORS serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including CONTRACTOR, its Sub-CONTRACTORS, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of CONTRACTOR under this Section shall survive the termination of the Agreement.

[END OF EXHIBIT "B"]

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid. Public Contract Code section 7106.

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

(Name of Organization)

(Title of Person Signing) (Signature)

STATE OF _____)
COUNTY OF _____) ss

Subscribed and sworn to me this _____ day of _____, _____.

Notary Public Signature

My Commission Expires: _____

**CITY OF MONTEBELLO****CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Rafael Gutierrez, City Treasurer
Michael Solorza, Director of Finance

SUBJECT: Quarterly Treasurer's Report for the Quarters Ending June 30, 2020 and June 30, 2021 (Fiscal Year End Reports)

DATE: October 27, 2021

RECOMMENDATION (S):

It is recommended that the City Council receive and file the Quarterly Treasurer's Reports for the fiscal year ending periods of June 30, 2020 and June 30, 2021.

FISCAL IMPACT

Attached are two cash reports, one as of June 30, 2020 (Attachment A) and another as of June 30, 2021 (Attachment B). These reports provide a snapshot at fiscal year/quarter end of the City's cash position, detailing balances in various accounts and types of investments.

The table below summarizes available cash by major type of account. The "General" account combines Bank of the West, Local Agency Investment Fund (LAIF), and various Certificates of Deposit, and represents the most liquid and accessible source of cash for the City to pay ongoing expenses:

	June 30, 2020	June 30, 2021	Difference
General	\$ 55,869,587	\$ 53,894,820	\$ (1,974,767)
Successor Agency	\$ 13,442,296	\$ 13,524,868	\$ 82,572
Housing Successor Agency	\$ 1,586,419	\$ 455,562	\$ (1,130,857)
Trust & Agency	\$ 2,434,455	\$ 1,300,657	\$ (1,133,798)
401 a(h) Trust Accounts	\$ 13,565	\$ 13,565	\$ (0)
	\$ 73,346,322	\$ 69,189,471	\$ (4,156,851)

**Quarterly Treasurer's Report for Quarters Ending June 30, 2020 and June 30, 2021
(Fiscal Year End Reports)**

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The differences in balances at these points in time are to be expected, as cash flow ebbs and flows depending on revenue received and expenses paid out. For comparative purposes, the total cash balance as of June 30, 2019 was \$44,122,813.

The City receives income from the investment of cash. This revenue varies based on balances and current interest rate environments. The historically low interest rates of the past decade have limited the amount of revenue received from idle cash investments.

The table below shows the last several years of investment income (General Fund):

	FY 18-19 ACTUAL	FY 19-19 ADOPTED	FY 19-20 ACTUAL	FY 20-21 ADOPTED	FY 20-21 ACTUAL	FY 21-22 ADOPTED	FY 21-22 FORECAST
INVESTMENT INCOME	679,437	402,706	367,133	350,000	420,710	575,000	475,000

The updated investment policy allows funds to be invested in a broad range of Government Code approved fixed income vehicles. Staff will work to analyze opportunities that will help our idle cash work harder (i.e., earn additional income) while not sacrificing safety or liquidity.

BACKGROUND

State Government Code Section 53600 et al governs the investment of idle cash by local agencies. In addition, local agencies are required to have City Council approved investment policies which further dictate how funds are invested. Furthermore, Government Code Section 53646(b), as well as the City's investment policy, provide for quarterly reporting of investment activity. The quarterly report is designed to provide additional information, comparing current year balances and performances to prior years, etc.

The City of Montebello holds idle cash in various depositories:

- Bank of West checking accounts (i.e., General used to pay bills, Payroll for bi-weekly payroll, etc.)
- Local Agency Investment Fund (LAIF)
- Various credit unions (i.e., Certificates of Deposit)
- Multi-Bank Securities (MBS) (i.e., Certificates of Deposit)

The investment of idle cash is predicated on the principals of: liquidity, safety and yield, in that order. The City earns interest from the various deposits, hence the diversification of where cash is held. However, the first and foremost priority is having adequate liquidity to pay daily operating costs: payroll, invoices for services, equipment and supply purchases, etc.

Cash flow varies throughout the fiscal year, based on timing of the receipt of revenue. The receipt of property tax revenue in April and December causes the largest inflow in

CITY COUCIL AGENDA REPORT – MEETING OF OCTOBER 27, 2021

Quarterly Treasurer’s Report for Quarters Ending June 30, 2020 and June 30, 2021 (Fiscal Year End Reports)

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daily cash, followed by quarterly sales tax “true up” payments, receipt of Successor Agency revenue (Redevelopment Property Tax Trust Fund), etc.

Therefore, the City maintains a reasonable balance in its checking account – the most liquid and utilized for daily expenses – with Bank of the West. The LAIF account with the State Treasurer provides additional liquidity and depending on cash flow, withdrawals or deposits are made from the LAIF account. Finally, investment in Certificates of Deposit through various banks, credit unions and clearinghouse (i.e., Multi-Bank Securities) provide additional yield with funds not needed for immediate liquidity deposited accordingly.

The table below provides a monthly overview of the major liquid cash accounts the City possesses: Bank of the West checking and the two separate LAIF accounts. The changing amounts in available cash show the trends of incoming revenue vs. outgoing expenses throughout the year. The average monthly balance for the City’s checking account is \$4.617 million, more than sufficient to meet weekly expenses.

Year	Month	Bank of the West (Checking)	LAIF (General)	LAIF (Successor Agency)
2020	JUNE	\$ 5,706,451	\$ 39,978,695	\$ 9,502,193
2020	JULY	\$ 2,043,567	\$ 40,098,514	\$ 9,536,864
2020	AUGUST	\$ 5,106,038	\$ 33,523,514	\$ 9,536,864
2020	SEPTEMBER	\$ 3,632,854	\$ 28,523,514	\$ 9,536,864
2020	OCTOBER	\$ 3,042,517	\$ 24,098,975	\$ 9,557,116
2020	NOVEMBER	\$ 2,764,317	\$ 15,498,975	\$ 9,557,116
2020	DECEMBER	\$ 3,413,754	\$ 20,998,975	\$ 9,557,116
2021	JANUARY	\$ 5,757,699	\$ 21,031,241	\$ 9,572,227
2021	FEBRUARY	\$ 4,460,524	\$ 25,031,241	\$ 9,572,227
2021	MARCH	\$ 5,259,121	\$ 23,031,241	\$ 9,572,227
2021	APRIL	\$ 2,384,873	\$ 35,556,500	\$ 9,582,684
2021	MAY	\$ 4,527,709	\$ 37,556,500	\$ 9,582,684
2021	JUNE	\$ 11,921,868	\$ 37,556,500	\$ 9,582,684
	AVERAGE	\$ 4,617,022	\$ 29,421,876	\$ 9,557,605

**Attachment C provides a longer historical overview of balances in these three major accounts, covering calendar years 2017 through 2021.*

The City’s Investment Policy was last approved by the City Council on June 23 2021. Prior to that, the policy was reviewed, approved and updated on October 28, 2020 (and prior to that, August 19, 2019). Government Code requires an annual review and approval of the investment policy statement – even if no changes are made. The 2019 approval was the first time the City’s investment policy was updated since 2011, with a previous update done in 2007. The current policy will be presented annually to coincide with budget adoption (June of each year) in order to comply with Government Code and the annual approval requirement.

**Quarterly Treasurer's Report for Quarters Ending June 30, 2020 and June 30, 2021
(Fiscal Year End Reports)**

Page 4 of 4

The updated version of the City's investment policy was submitted to the California Municipal Treasurers Association (CMTA) for consideration of their investment policy review and award program. The CMTA investment policy program utilizes public treasury officials to review public agency policies to ensure they comply with best practices and Government Code. For the first time in the City's history, the City's policy was submitted and passed the review with flying colors. Having passed this review process is one more indication of the progress made in achieving fiscal sustainability in Montebello.

SUMMARY

It is recommended that the City Council receive and file the Quarterly Treasurer's Reports for the fiscal year ending periods of June 30, 2020 and June 30, 2021.

ATTACHMENT (S):

- A. Attachment A – Cash Report as of June 30, 2020
- B. Attachment B – Cash Report as of June 30, 2021
- C. Attachment C – Monthly Balances of Major Accounts, 2017-2021

**CITY OF MONTEBELLO
MONTHLY CASH REPORT (ALL ACCOUNTS)
BALANCE AS OF JUNE 30, 2020**

BANK OF THE WEST

	Account Number	Account Name	6/30/20
1	XXXX-XX770	Housing Successor Agency of the City of Montebello	1,586,418.90
2	XXXX-XX093	Successor Agency of the City of Montebello	3,940,103.64
3	XXXX-71041	City of Montebello	31,255.82
4	XXXX-00184	City of Montebello - FSA	14,325.60
5	XXXX-XX079	Liability Account	-
6	XXXX-XX331	General	5,706,451.26
7	XXXX-XX554	Workers' Compensation	-
8	XXXX-XX287	Trust & Agency	1,294,567.37
9	XXXX-XX803	Police Retiree Health Account	791,200.10
10	XXXX-XX267	Payroll	-
11	XXXX-XX362	Fire Retiree Health Account	334,361.76
			<u>13,698,684.45</u>

STATE OF CALIFORNIA

	Account Number	Account Name	6/30/20
1	XX-XX-551	General	39,978,695.21
2	XX-XX-068	Successor Agency City of Mtb for Mtb RDA	\$9,502,192.61
			<u>\$49,480,887.82</u>

EAST WEST BANK

	Account Number	Account Name	6/30/20
1	CD	Certificate of Deposit (5/16/20 - 5/16/21)	\$250,000.00

F&A FEDERAL CREDIT UNION

	Account Number	Account Name	6/30/20
1	XXXX30	Savings Account	\$6.38
2	CD	Certificate of Deposit (4/27/20 - 4/26/21)	276,446.96
			<u>\$276,453.34</u>

ST. VINCENT'S MEDICAL FEDERAL CREDIT UNION

	Account Number	Account Name	6/30/20
1	CD	Certificate of Deposit (4/2/20 - 4/2/21)	\$249,000.00

UNITED FEDERAL CREDIT UNION

	Account Number	Account Name	6/30/20
1	CD	Certificate of Deposit (7/25/19 - 7/24/20)	\$250,000.00

PACIFIC PREMIER BANK/PLAZA BANK

	Account Number	Account Name	6/30/20
1	XXXXXXX181	Money Market Fund	\$4,666,731.48

FIRST MERCANTILE TRUST

Account Number	Account Name	6/30/20
XXX-XX-X746	CORPORATE ACCOUNT	\$13.04
XXX-XX-X999	TRUST ACCOUNT	\$13,551.48
		<u>\$13,564.52</u>

Pershing LLC - CDs

Account Number	Account Name	6/30/20
CD	Enerbank USA (10/9/19-9/13/23)	\$249,000.00
CD	Ally Bank (10/9/19-10/3/22)	\$247,000.00
CD	Sallie Mae Bank (10/9/19-9/18/24)	\$247,000.00
CD	Morgan Stanley Private Bank (10/9/19-9/5/24)	\$247,000.00
CD	Capital One Bank USA (10/10/19-9/6/22)	\$247,000.00
CD	Medallion Bank (10/10/19-10/12/21)	\$249,000.00
CD	Infinity FCU (10/10/19-4/10/21)	\$249,000.00
CD	Capital One NA (10/10/19-9/6/22)	\$247,000.00
CD	Goldman Sachs Bank USA (10/10/19-9/26/22)	\$247,000.00
CD	RIA Federal Credit Union (10/11/19-10/11/23)	\$249,000.00
CD	TIAA FSB (10/11/19-10/9/20)	\$245,000.00
CD	BMW Bank North America (10/11/19-10/11/23)	\$247,000.00
CD	JP Morgan Chase Bank (10/16/19-10/16/24)	\$247,000.00
CD	Wells Fargo Bank (10/17/19-10/17/22)	\$249,000.00
CD	Merrick Bank (10/18/19-10/18/24)	\$249,000.00
CD	Encore Bank (10/23/19-4/25/22)	\$249,000.00
CD	Morgan Stanley Bank (10/30/19-10/30/24)	\$249,000.00
CD	HSBC Bank USA (5/7/20-5/7/25)	\$248,000.00
		<u>\$4,461,000.00</u>

Total General Cash/Investments	\$55,869,587.11
Total SA Cash/Investments	\$13,442,296.25
Total HSA Cash/Investments	\$1,586,418.90
Total T&A Cash/Investments	\$2,434,454.83
Total Trustee Cash	\$13,564.52
Total Cash/Investments	<u>\$73,346,321.61</u>

**CITY OF MONTEBELLO
MONTHLY CASH REPORT (ALL ACCOUNTS)
BALANCE AS OF JUNE 30, 2021**

BANK OF THE WEST

	Account Number	Account Name		6/30/21
1	XXXX-XX770	Housing Successor Agency of the City of Montebello	\$	455,561.74
2	XXXX-XX093	Successor Agency of the City of Montebello	\$	3,942,183.83
3	XXXX-71041	City of Montebello	\$	662,429.83
4	XXXX-00184	City of Montebello - FSA	\$	11,623.97
5	XXXX-XX331	General	\$	11,921,867.51
6	XXXX-XX287	Trust & Agency	\$	145,069.37
7	XXXX-XX803	Police Retiree Health Account	\$	800,377.23
8	XXXX-XX267	Payroll	\$	-
9	XXXX-XX362	Fire Retiree Health Account	\$	343,586.12
			\$	18,282,699.60

STATE OF CALIFORNIA

	Account Number	Account Name		6/30/21
1	XX-XX-551	General		\$37,556,499.99
2	XX-XX-068	Successor Agency City of Mtb for Mtb RDA		\$9,582,684.15
				\$47,139,184.14

F&A FEDERAL CREDIT UNION

	Account Number	Account Name		6/30/21
1	XXXX30	Savings Account		\$6.38
2	CD	Certificate of Deposit (4/27/20 - 4/26/21)		\$281,016.36
				\$281,022.74

FIRST MERCANTILE TRUST

	Account Number	Account Name		6/30/21
	XXX-XX-X746	CORPORATE ACCOUNT		\$13.03
	XXX-XX-X999	TRUST ACCOUNT		\$13,551.48
				\$13,564.51

Pershing LLC - CDs

Account Number	Account Name	6/30/21
CD	Enerbank USA (10/9/19-9/13/23)	\$249,000.00
CD	Ally Bank (10/9/19-10/3/22)	\$247,000.00
CD	Sallie Mae Bank (10/9/19-9/18/24)	\$247,000.00
CD	Capital One Bank USA (10/10/19-9/6/22)	\$247,000.00
CD	Medallion Bank (10/10/19-10/12/21)	\$249,000.00
CD	Capital One NA (10/10/19-9/6/22)	\$247,000.00
CD	Goldman Sachs Bank USA (10/10/19-9/26/22)	\$247,000.00
CD	RIA Federal Credit Union (10/11/19-10/11/23)	\$249,000.00
CD	BMW Bank North America (10/11/19-10/11/23)	\$247,000.00
CD	Wells Fargo Bank (10/17/19-10/17/22)	\$249,000.00
CD	Merrick Bank (10/18/19-10/18/24)	\$249,000.00
CD	Encore Bank (10/23/19-4/25/22)	\$249,000.00
CD	Morgan Stanley Bank (10/30/19-10/30/24)	\$249,000.00
CD	HSBC Bank USA (5/7/20-5/7/25)	\$248,000.00
		<u>\$3,473,000.00</u>

Total General Cash/Investments	\$53,894,820.07
Total SA Cash/Investments	\$13,524,867.98
Total HSA Cash/Investments	\$455,561.74
Total T&A Cash/Investments	\$1,300,656.69
Total Trustee Cash	\$13,564.51
Total Cash/Investments	<u>\$69,189,470.99</u>

Monthly LAIF Balances (General Account, Excludes Successor Agency Account Balances)
Calendar Years 2017 - 2021

2021 JANUARY	21,031,241	2020 JANUARY	29,827,856	2019 JANUARY	29,342,070	2018 JANUARY	20,472,016	2017 JANUARY	18,512,377
2021 FEBRUARY	25,031,241	2020 FEBRUARY	29,827,856	2019 FEBRUARY	29,342,070	2018 FEBRUARY	23,472,016	2017 FEBRUARY	17,512,377
2021 MARCH	23,031,241	2020 MARCH	29,827,856	2019 MARCH	29,342,070	2018 MARCH	21,072,016	2017 MARCH	17,512,377
2021 APRIL	35,556,500	2020 APRIL	29,978,695	2019 APRIL	29,515,957	2018 APRIL	26,144,963	2017 APRIL	22,545,201
2021 MAY	37,556,500	2020 MAY	29,978,695	2019 MAY	29,515,957	2018 MAY	29,999,963	2017 MAY	26,045,201
2021 JUNE	37,556,500	2020 JUNE	39,978,695	2019 JUNE	29,515,957	2018 JUNE	29,999,963	2017 JUNE	26,045,201
2021 JULY	55,583,249	2020 JULY	40,098,514	2019 JULY	29,704,577	2018 JULY	25,124,675	2017 JULY	19,097,364
2021 AUGUST	53,583,249	2020 AUGUST	33,523,514	2019 AUGUST	29,704,577	2018 AUGUST	21,224,675	2017 AUGUST	15,097,364
2021 SEPTEMBER	47,583,249	2020 SEPTEMBER	28,523,514	2019 SEPTEMBER	29,704,577	2018 SEPTEMBER	18,724,675	2017 SEPTEMBER	13,097,364
2021 OCTOBER		2020 OCTOBER	24,098,975	2019 OCTOBER	22,487,548	2018 OCTOBER	14,652,933	2017 OCTOBER	9,146,871
2021 NOVEMBER		2020 NOVEMBER	15,498,975	2019 NOVEMBER	22,487,548	2018 NOVEMBER	13,252,933	2017 NOVEMBER	5,946,871
2021 DECEMBER		2020 DECEMBER	20,998,975	2019 DECEMBER	31,487,548	2018 DECEMBER	22,652,933	2017 DECEMBER	13,946,871
ANNUAL AVG	37,390,330	ANNUAL AVG	29,346,843	ANNUAL AVG	28,512,538	ANNUAL AVG	22,232,813	ANNUAL AVG	17,042,120

FY AVG MNTHLY BAL

FY 17-18	18,957,804
FY 18-19	24,350,575
FY 19-20	29,583,002
FY 20-21	28,542,141

Monthly LAIF Balances (Successor Agency Account Balances)
Calendar Years 2017 - 2021

2021 JANUARY	9,572,227	2020 JANUARY	9,454,609	2019 JANUARY	4,282,962	2018 JANUARY	2,693,106	2017 JANUARY	6,844,783
2021 FEBRUARY	9,572,227	2020 FEBRUARY	9,454,609	2019 FEBRUARY	4,282,962	2018 FEBRUARY	3,393,106	2017 FEBRUARY	6,844,783
2021 MARCH	9,572,227	2020 MARCH	9,454,609	2019 MARCH	4,282,962	2018 MARCH	3,393,106	2017 MARCH	6,844,783
2021 APRIL	9,582,684	2020 APRIL	9,502,193	2019 APRIL	4,309,828	2018 APRIL	3,404,080	2017 APRIL	6,857,878
2021 MAY	9,582,684	2020 MAY	9,502,193	2019 MAY	4,309,828	2018 MAY	3,404,080	2017 MAY	2,857,878
2021 JUNE	9,582,684	2020 JUNE	9,502,193	2019 JUNE	4,309,828	2018 JUNE	8,404,080	2017 JUNE	7,357,878
2021 JULY	9,590,508	2020 JULY	9,536,864	2019 JULY	14,337,369	2018 JULY	8,423,625	2017 JULY	7,368,507
2021 AUGUST	9,090,508	2020 AUGUST	9,536,864	2019 AUGUST	9,337,369	2018 AUGUST	4,223,625	2017 AUGUST	3,168,507
2021 SEPTEMBER	9,020,508	2020 SEPTEMBER	9,536,864	2019 SEPTEMBER	9,337,369	2018 SEPTEMBER	4,223,625	2017 SEPTEMBER	3,168,507
2021 OCTOBER		2020 OCTOBER	9,557,116	2019 OCTOBER	9,400,610	2018 OCTOBER	4,257,246	2017 OCTOBER	3,183,756
2021 NOVEMBER		2020 NOVEMBER	9,557,116	2019 NOVEMBER	9,400,610	2018 NOVEMBER	4,257,246	2017 NOVEMBER	3,183,756
2021 DECEMBER		2020 DECEMBER	9,557,116	2019 DECEMBER	9,400,610	2018 DECEMBER	4,257,246	2017 DECEMBER	2,683,756
ANNUAL AVG	9,462,917	ANNUAL AVG	9,512,696	ANNUAL AVG	7,249,359	ANNUAL AVG	4,527,848	ANNUAL AVG	5,030,398

FY AVG MNTHLY BAL

FY 17-18	3,954,029
FY 18-19	4,618,415
FY 19-20	9,840,362
FY 20-21	9,562,223

Monthly Bank of the West GENERAL CHECKING ACCOUNT Balances
Calendar Years 2017 - 2021

2021 JANUARY	5,757,699	2020 JANUARY	14,495,543	2019 JANUARY	8,296,966	2018 JANUARY	3,468,407	2017 JANUARY	4,197,978
2021 FEBRUARY	4,460,524	2020 FEBRUARY	12,355,922	2019 FEBRUARY	10,086,041	2018 FEBRUARY	5,698,545	2017 FEBRUARY	8,938,261
2021 MARCH	5,259,121	2020 MARCH	9,771,794	2019 MARCH	10,928,081	2018 MARCH	4,801,043	2017 MARCH	8,036,987
2021 APRIL	2,384,873	2020 APRIL	11,810,812	2019 APRIL	19,565,659	2018 APRIL	5,765,486	2017 APRIL	5,157,192
2021 MAY	4,527,709	2020 MAY	14,449,840	2019 MAY	25,021,620	2018 MAY	7,999,506	2017 MAY	6,205,343
2021 JUNE	11,921,868	2020 JUNE	5,706,451	2019 JUNE	28,416,206	2018 JUNE	8,135,058	2017 JUNE	7,886,579
2021 JULY	4,552,118	2020 JULY	2,043,567	2019 JULY	10,731,257	2018 JULY	4,044,587	2017 JULY	2,199,033
2021 AUGUST	5,796,926	2020 AUGUST	5,106,038	2019 AUGUST	9,819,890	2018 AUGUST	4,751,363	2017 AUGUST	3,911,607
2021 SEPTEMBER	2,298,948	2020 SEPTEMBER	3,632,854	2019 SEPTEMBER	6,252,242	2018 SEPTEMBER	3,676,390	2017 SEPTEMBER	3,170,805
2021 OCTOBER		2020 OCTOBER	3,042,517	2019 OCTOBER	6,822,090	2018 OCTOBER	3,369,073	2017 OCTOBER	2,927,406
2021 NOVEMBER		2020 NOVEMBER	2,764,317	2019 NOVEMBER	9,589,351	2018 NOVEMBER	8,560,445	2017 NOVEMBER	3,228,911
2021 DECEMBER		2020 DECEMBER	3,413,754	2019 DECEMBER	6,414,663	2018 DECEMBER	8,356,819	2017 DECEMBER	5,503,524
ANNUAL AVG	5,217,754	ANNUAL AVG	7,382,784	ANNUAL AVG	12,662,006	ANNUAL AVG	5,718,894	ANNUAL AVG	5,113,636

FY AVG MNTHLY BAL

FY 17-18	4,734,111
FY 18-19	11,256,104
FY 19-20	9,851,655
FY 20-21	4,526,237

RESOLUTION NO. 21-86

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO
APPROVING AND ALLOWING CERTAIN CLAIMS AND DEMANDS**

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO
HEREBY RESOLVES, FINDS, AND DECLARES AS FOLLOWS:**

SECTION 1. That the reference is hereby made to that certain Register of Audited Demand No.1519, consisting of 9 pages, and including:

Warrant No.

General: Checks No.594327 through 594490;
ACH No. 1108 through 1167;

On file in the office of the City Clerk, the same having been audited and approved by the Deputy Director of Finance as required by law.

SECTION 2. That the said City Council having examined each such demand does hereby approve and direct the payment of same, as set forth in said Register, except the following Warrant No.

SECTION 3. That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED this 27th day of October 2021.

Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 21-86

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STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 21-86 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 27th day of October 2021 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

Christopher Jimenez, City Clerk



City of Montebello
Register of Demands No.

From Payment Date: 10/7/21 - To Payment Date: 10/14/21

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4331	- General Account				
1108	10/07/2021	\$6,313.10	ADVERTISING/PRINTING SERVICES	2689	ACRO PRINTING INC
1109	10/07/2021	\$147,962.50	CONTRACT SERVICES	37720	ADVANCED APPLIED ENGINEERING INC
1110	10/07/2021	\$873.96	UNIFORM EXPENSE	20350	ALLSTAR FIRE EQUIPMENT INC
1111	10/07/2021	\$1,212.67	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
1112	10/07/2021	\$1,815.65	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
1113	10/07/2021	\$334,594.40	CONTRACT SERVICES	40970	ARAKELIAN ENTERPRISES
1114	10/07/2021	\$288.41	SUPPLIES	35980	SAEED RADMEHR
1115	10/07/2021	\$1,132.62	TRAVEL & MEETINGS	2636	RENE BOBADILLA
1116	10/07/2021	\$511.64	SUPPLIES	2455	THE ILLINI COMPANIES INC
1117	10/07/2021	\$1,890.00	CONTRACT SERVICES	3025	COMPLETE LANDSCAPE CARE INC
1118	10/07/2021	\$831.66	CONTRACT SERVICES	2057	EVERNORTH BEHAVIORAL HEALTH
1119	10/07/2021	\$7,210.00	CONTRACT SERVICES	371	FLO-SERVICES INC
1120	10/07/2021	\$4,400.00	CONTRACT SERVICES	71920	TOYETTA L BEUKES
1121	10/07/2021	\$9,719.67	CONTRACT SERVICES	2981	G4S SECURE SOLUTIONS (USA) INC
1122	10/07/2021	\$350.00	CONTRACT SERVICES	2189	HEARDS INVESTIGATIONS AND POLYGRAPH LLC
1123	10/07/2021	\$400.00	CONTRACT SERVICES	4280	NADINE HERNANDEZ
1124	10/07/2021	\$18,374.94	CONTRACT SERVICES	2793	IBE DIGITAL
1125	10/07/2021	\$4,368.00	CONTRACT SERVICES	11070	LPM CONSULTING INC
1126	10/07/2021	\$169,309.68	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
1127	10/07/2021	\$568.02	SUPPLIES	2587	VANESSA PADILLA NAVA
1128	10/07/2021	\$2,100.00	RETIREMENT	13680	PEERY & ASSOCIATES INC
1129	10/07/2021	\$20,000.00	CONTRACT SERVICES	61050	REDFLEX TRAFFIC SYSTEMS
1130	10/07/2021	\$290.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
1131	10/07/2021	\$17,300.93	CONTRACT SERVICES	2787	S & S LABARGE GOLF INCORPORATED
1132	10/07/2021	\$401.64	UNIFORM EXPENSE	2594	THE SAUCE CREATIVE SERVICES CORP
1133	10/07/2021	\$2,056.18	SUPPLIES	31270	STARBOARD TACK SUPPLY INC



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1134	10/07/2021	\$2,400.00	CONTRACT SERVICES	72100	LEO ARNOLD
1135	10/07/2021	\$282.45	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
1136	10/07/2021	\$1,596.41	UNIFORM EXPENSE	3066	V & V MANUFACTURING INC
1137	10/14/2021	\$3,000.00	ADVERTISING/PRINTING SERVICES	1293	923 MEDIA GROUP INC
1138	10/14/2021	\$6,654.30	ADVERTISING/PRINTING SERVICES	2689	ACRO PRINTING INC
1139	10/14/2021	\$1,287.72	UNIFORM EXPENSE	20350	ALLSTAR FIRE EQUIPMENT INC
1140	10/14/2021	\$6,541.88	MACHINERY & EQUIPMENTS	2586	AMAZON CAPITAL SERVICES INC
1141	10/14/2021	\$8,149.84	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
1142	10/14/2021	\$60.64	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR
1143	10/14/2021	\$40.00	CARPPOOL INCENTIVE	17880	ANI CHUKHURYAN
1144	10/14/2021	\$668.43	SUPPLIES	2455	THE ILLINI COMPANIES INC
1145	10/14/2021	\$6,333.10	LEASE PAYMENT	74920	EXECUTIVE CAR LEASING COMPANY
1146	10/14/2021	\$279.88	VEHICLE MAINTENANCE/EXPENSES	22560	H & H AUTO PARTS WHOLESALE
1147	10/14/2021	\$1,184.09	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
1148	10/14/2021	\$350.00	CONTRACT SERVICES	2189	HEARDS INVESTIGATIONS AND POLYGRAPH LLC
1149	10/14/2021	\$28,556.00	CONTRACT SERVICES	2793	IBE DIGITAL
1150	10/14/2021	\$20.00	CARPPOOL INCENTIVE	2704	JACQUELINE JAUREGUI
1151	10/14/2021	\$1,172.78	CONTRACT SERVICES	1612	JCL TRAFFIC SERVICES
1152	10/14/2021	\$3,448.40	SUPPLIES	26670	LIFE-ASSIST INC
1153	10/14/2021	\$819.00	CONTRACT SERVICES	3276	MARK ROBERT LOPEZ
1154	10/14/2021	\$40.00	CARPPOOL INCENTIVE	71590	LUZ MARIA
1155	10/14/2021	\$10,721.20	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
1156	10/14/2021	\$40.00	CARPPOOL INCENTIVE	1620	VERONICA PALAFOX
1157	10/14/2021	\$40.00	CARPPOOL INCENTIVE	59960	JO ANN PANOSIAN
1158	10/14/2021	\$39,230.10	CONTRACT SERVICES	42180	PCAM LLC
1159	10/14/2021	\$1,742.78	TRAVEL & MEETINGS	3114	SCARLET PERALTA
1160	10/14/2021	\$40.00	CARPPOOL INCENTIVE	3089	NATALIE RAMIREZ



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1161	10/14/2021	\$257.84	TRAVEL & MEETINGS	2637	ARLENE SALAZAR
1162	10/14/2021	\$15,339.55	UNIFORM EXPENSE	2594	THE SAUCE CREATIVE SERVICES CORP
1163	10/14/2021	\$40.00	CARPPOOL INCENTIVE	69960	NICOLE I SAUCEDO
1164	10/14/2021	\$5,760.00	FUEL	1059	AMBER RESOURCES LLC
1165	10/14/2021	\$404.83	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
1166	10/14/2021	\$1,533.48	CONTRACT SERVICES	31270	STARBOARD TACK SUPPLY INC
1167	10/14/2021	\$28,900.00	CONTRACT SERVICES	3133	ULTIMATE MAINTENANCE SERVICE
ACH TOTAL		\$931,210.37			
594327	10/07/2021	\$200.00	TRAINING	476	MARIA CHAVEZ
594328	10/07/2021	\$698.58	UTILITY SERVICES	1732	AT&T CORP
594329	10/07/2021	\$1,502.16	SUPPLIES	2722	ADVANCED PRINTING COMPANY
594330	10/07/2021	\$10,968.57	AFLAC OTHER	55860	AFLAC
594331	10/07/2021	\$687.78	UTILITY SERVICES	2257	AIRESPRING INC
594332	10/07/2021	\$806.66	CONTRACT SERVICES	1870	ALEX & E PARTY RENTALS
594333	10/07/2021	\$60.00	PARKS AND RECREATION	3346	JESUS ANDRADE
594334	10/07/2021	\$574.87	UTILITY SERVICES	39550	AT&T
594335	10/07/2021	\$47,616.47	CONTRACT SERVICES	16710	ATKINSON ANDELSON LOYA RUUD & ROMO
594336	10/07/2021	\$60.00	PARKS AND RECREATION	3352	VENUS BANDA
594337	10/07/2021	\$27,802.65	MISCELLANEOUS EXPENSE	13240	BANKCARD CENTER
594338	10/07/2021	\$60.00	PARKS AND RECREATION	3351	PRISCILLA BARRIOS
594339	10/07/2021	\$1,148.63	CONTRACT SERVICES	27170	BEVERLY HOSPITAL
594340	10/07/2021	\$5,402.03	BUILDING IMPROVEMENTS	2676	BKM OFFICE FURNITURE
594341	10/07/2021	\$60.00	PARKS AND RECREATION	3364	ANA CABRERA
594342	10/07/2021	\$225.00	PERMITS AND FEES	2250	DEPARTMENT OF INDUSTRIAL RELATIONS
594343	10/07/2021	\$447.45	CONTRACT SERVICES	954	CALIFORNIA EMERGENCY PHYSC MED GRP
594344	10/07/2021	\$12,477.10	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY



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594345	10/07/2021	\$9,922.50	SUPPLIES	409	CARAVAN CANOPY INTL INC
594346	10/07/2021	\$60.00	PARKS AND RECREATION	3367	WILLIAM CARRANZA
594347	10/07/2021	\$3,104.04	RETIREMENT	3128	CITY OF BELL GARDENS
594348	10/07/2021	\$60.00	PARKS AND RECREATION	3358	KIMBERLY CLAVIJO
594349	10/07/2021	\$435.00	MACHINERY & EQUIPMENTS	26110	COMPRESSED AIR SPECIALTIES INC
594350	10/07/2021	\$1,550.00	CONTRACT SERVICES	3273	COUSYN GRADING & DEMOLITION INC
594351	10/07/2021	\$60.00	PARKS AND RECREATION	3360	NICOLE DE LA ROSA
594352	10/07/2021	\$213.00	SUPPLIES	3091	DOUBLE DIAMOND INVESTMENT GROUP INC
594353	10/07/2021	\$151,623.00	CONTRACT SERVICES	30170	CITY OF DOWNEY
594354	10/07/2021	\$793.18	CONTRACT SERVICES	3334	EAGLE PORTABLES SANITATION LLC
594355	10/07/2021	\$60.00	PARKS AND RECREATION	2873	BRHEA EDWARDS
594356	10/07/2021	\$500.00	MACHINERY & EQUIPMENTS	50120	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC
594357	10/07/2021	\$126.48	SUPPLIES	834	RICHARD FREDRICKSON
594358	10/07/2021	\$812.45	UTILITY SERVICES	2467	FUSION CLOUD SERVICES LLC
594359	10/07/2021	\$60.00	PARKS AND RECREATION	3348	LISA GARCIA
594360	10/07/2021	\$716.84	VEHICLE MAINTENANCE/EXPENSES	455	GOLDEN STATE FASTENERS & SUPPLY INC
594361	10/07/2021	\$60.00	PARKS AND RECREATION	3353	MARIA GONZALEZ
594362	10/07/2021	\$120.00	PARKS AND RECREATION	3344	SEANTE HUGUEZ
594363	10/07/2021	\$1,248.91	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC
594364	10/07/2021	\$348.76	CONTRACT SERVICES	6690	IRRI-CARE PLUMBING AND BACKFLOW TESTING
594365	10/07/2021	\$7,660.90	BUILDING IMPROVEMENTS	993	IVA SOLUTIONS INC
594366	10/07/2021	\$1,797.89	LEASE PAYMENT	2405	JCB FINANCE
594367	10/07/2021	\$60.00	PARKS AND RECREATION	3361	ANGIE LOPEZ
594368	10/07/2021	\$60.00	PARKS AND RECREATION	3359	ERIC LOPEZ
594369	10/07/2021	\$289.50	SUPPLIES	3035	LOS ANGELES COUNTY AUDITOR - CONTROLLER
594370	10/07/2021	\$60.00	PARKS AND RECREATION	3357	ANDREW MACIAS
594371	10/07/2021	\$60.00	PARKS AND RECREATION	3349	KIMBERLY MANCILLAS



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594372	10/07/2021	\$60.00	PARKS AND RECREATION	3355	GEORGE MEDEL
594373	10/07/2021	\$60.00	PARKS AND RECREATION	3347	STACEY MEDRANO
594374	10/07/2021	\$52.78	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO
594375	10/07/2021	\$3,652.55	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO
594376	10/07/2021	\$1,125.00	DUES & SUBSCRIPTIONS	2355	MONTEBELLO ROTARY CLUB
594377	10/07/2021	\$1,952.64	SUPPLIES	2480	SOCAL AUTO & TRUCK PARTS INC
594378	10/07/2021	\$225.00	CONTRACT SERVICES	26370	NAVARROS TOWING SERVICE
594379	10/07/2021	\$1,955.66	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
594380	10/07/2021	\$0.00	VOID	15620	OFFICE DEPOT INC
594381	10/07/2021	\$60.00	PARKS AND RECREATION	3362	PAULA ORTIZ
594382	10/07/2021	\$120.00	PARKS AND RECREATION	3343	ERIKA PALENCIA
594383	10/07/2021	\$1,011.92	RETIREMENT	42490	LINDA PAYAN
594384	10/07/2021	\$15.40	SUPPLIES	3198	SUSAN PEEBLES
594385	10/07/2021	\$1,571.39	FUEL	19700	SYNCHRONY BANK
594386	10/07/2021	\$46.16	UTILITY SERVICES	100	PICO WATER DISTRICT
594387	10/07/2021	\$148.96	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
594388	10/07/2021	\$120.00	PARKS AND RECREATION	3345	MADLINE QUEZADA
594389	10/07/2021	\$500.00	CONTRACT SERVICES	3371	ERNANDO REZENDEZ
594390	10/07/2021	\$25,400.00	CONTRACT SERVICES	2535	REMIX SOFTWARE INC
594391	10/07/2021	\$1,995.00	CONTRACT SERVICES	2944	RESERV CONSTRUCTION
594392	10/07/2021	\$60.00	PARKS AND RECREATION	3354	MARIA JOSE REYES
594393	10/07/2021	\$87,398.56	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
594394	10/07/2021	\$113,413.85	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER COMPANY
594395	10/07/2021	\$2,050.00	CONTRACT SERVICES	15180	STEARNS CONRAD AND SCHMIDT CONSULTING ENG
594396	10/07/2021	\$72.61	TRAINING	35750	STEPHEN SHARPE
594397	10/07/2021	\$93,917.12	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
594398	10/07/2021	\$3,008.88	UTILITY SERVICES	526	T-MOBILE USA INC



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WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
594399	10/07/2021	\$187.00	DUES & SUBSCRIPTIONS	41430	THOMSON REUTERS - WEST
594400	10/07/2021	\$1,875.00	CONTRACT SERVICES	65440	TIERRA WEST ADVISORS
594401	10/07/2021	\$169.76	UNIFORM EXPENSE	57320	TOMS UNIFORMS
594402	10/07/2021	\$1,071.20	RETIREMENT	27300	ROBERT C TUFANO
594403	10/07/2021	\$60.00	PARKS AND RECREATION	3363	JONATHAN VALDEZ
594404	10/07/2021	\$2,210.46	UTILITY SERVICES	23610	VERIZON WIRELESS
594405	10/07/2021	\$60.00	PARKS AND RECREATION	3356	JUAN VIDRIO
594406	10/07/2021	\$2,050.19	SUPPLIES	3088	WAXIES ENTERPRISES LLC
594407	10/07/2021	\$4,951.33	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
594408	10/07/2021	\$55.00	CONTRACT SERVICES	3006	WORLD OIL ENVIRONMENTAL SERVICES
594409	10/07/2021	\$1,141.00	CONTRACT SERVICES	71170	YOUNG ELECTRIC SIGN COMPANY
594410	10/07/2021	\$60.00	PARKS AND RECREATION	3342	ADRIANA ZAMORANO
594411	10/07/2021	\$2,125.30	SUPPLIES	15620	OFFICE DEPOT INC
594412	10/13/2021	\$95,000.00	LIABILITY INSURANCE	3368	SAM PERLMUTTER CLIENT TRUST ACCOUNT
594413	10/14/2021	\$6,333.10	LEASE PAYMENT	74920	EXECUTIVE CAR LEASING COMPANY
594414	10/14/2021	\$6,333.10	LEASE PAYMENT	74920	EXECUTIVE CAR LEASING COMPANY
594415	10/14/2021	\$59.03	UTILITY SERVICES	1732	AT&T CORP
594416	10/14/2021	\$1,390.00	VEHICLE MAINTENANCE/EXPENSES	72040	ALFONSO TIRES & REPAIRS INC
594417	10/14/2021	\$66.00	CONTRACT SERVICES	1287	ALTA LANGUAGE SERVICES INC
594418	10/14/2021	\$2,342.52	UTILITY SERVICES	39550	AT&T
594419	10/14/2021	\$4.67	UTILITY SERVICES	39550	AT&T
594420	10/14/2021	\$89.72	UTILITY SERVICES	73760	AT&T TELECONFERENCE SERVICES
594421	10/14/2021	\$23,723.83	VEHICLE PURCHASES	1101	BLACK AND WHITE EMERGENCY VEHICLES
594422	10/14/2021	\$1,200.00	CONTRACT SERVICES	3312	CHARMANDHAPPY COM
594423	10/14/2021	\$6,144.94	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
594424	10/14/2021	\$9,339.07	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
594425	10/14/2021	\$868.02	TRAVEL & MEETINGS	2315	KIMBERLY COBOS-CAWTHORNE



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594426	10/14/2021	\$1,500.00	CONTRACT SERVICES	2683	COLIBRI ENTERTAINMENT INC
594427	10/14/2021	\$5,279.92	CONTRACT SERVICES	1764	COMMUNICATIONS PROFESSIONALS INC
594428	10/14/2021	\$210.81	SALES TAX LIABILITY	950	CUMMINS PACIFIC LLC
594429	10/14/2021	\$280.00	ADVERTISING/PRINTING SERVICES	1642	WESTERN FIRE CHIEFS ASSOCIATION
594430	10/14/2021	\$155.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
594431	10/14/2021	\$5,850.00	MACHINERY & EQUIPMENTS	50120	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC
594432	10/14/2021	\$60.00	PARKS AND RECREATION	3376	ANA ESPINOZA
594433	10/14/2021	\$72.05	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
594434	10/14/2021	\$80.00	CARPOOL INCENTIVE	3384	ALICIA FERNANDEZ
594435	10/14/2021	\$1,016.73	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
594436	10/14/2021	\$600.00	CONTRACT SERVICES	1595	FROG ENVIRONMENTAL INC
594437	10/14/2021	\$40.00	CARPOOL INCENTIVE	2572	MARLENE GIL
594438	10/14/2021	\$123.60	CONTRACT SERVICES	1650	GOLDEN STATE ELEVATOR SERVICE INC
594439	10/14/2021	\$8,123.13	CONTRACT SERVICES	33460	GOODYEAR TIRE & RUBBER COMPANY
594440	10/14/2021	\$212.72	SUPPLIES	9470	GRAINGER INC
594441	10/14/2021	\$40.00	CARPOOL INCENTIVE	3123	NEIRA YESSIE GRANADOS
594442	10/14/2021	\$20.65	FUEL	3386	JOHNATHAN HERNANDEZ
594443	10/14/2021	\$2,534.50	TRAINING	2245	HOTEL2SUITES LLC
594444	10/14/2021	\$40.00	CARPOOL INCENTIVE	73180	MONICA HUERTA
594445	10/14/2021	\$1,651.01	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC
594446	10/14/2021	\$591.62	TRAVEL & MEETINGS	2317	ANGIE JIMENEZ
594447	10/14/2021	\$22,892.50	DUE TO LA COUNTY	692	LOS ANGELES COUNTY SUPERIOR COURT
594448	10/14/2021	\$6,804.67	CDBG-CV	3301	MATER MONTEBELLO LTD PARTNERSHIP
594449	10/14/2021	\$269.76	TRAVEL & MEETINGS	2316	SALVADOR MELENDEZ
594450	10/14/2021	\$60.00	PARKS AND RECREATION	3377	KASANDRA MERCADO
594451	10/14/2021	\$2,741.93	SUPPLIES	2072	MICROMED DIAMOND SEAL SYSTEMS LLC
594452	10/14/2021	\$295.00	DUES & SUBSCRIPTIONS	2355	MONTEBELLO ROTARY CLUB



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594453	10/14/2021	\$6,750.00	CONTRACT SERVICES	1665	MONTEBELLO SPEAKER REPAIR CENTER INC
594454	10/14/2021	\$36,943.46	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
594455	10/14/2021	\$1,931.94	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
594456	10/14/2021	\$450.00	CONTRACT SERVICES	26370	NAVARROS TOWING SERVICE
594457	10/14/2021	\$11,895.23	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
594458	10/14/2021	\$25.00	RECREATION CLASSES	3382	GLORIA NOYOLA
594459	10/14/2021	\$9,701.99	SUPPLIES	3305	OCML INC
594460	10/14/2021	\$121.15	SUPPLIES	15620	OFFICE DEPOT INC
594461	10/14/2021	\$13,550.00	CONTRACT SERVICES	2242	PAGEANTRY PARADES
594462	10/14/2021	\$107.82	SUPPLIES	3198	SUSAN PEEBLES
594463	10/14/2021	\$283.50	CONTRACT SERVICES	1047	MANUEL PRIETO
594464	10/14/2021	\$78.96	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
594465	10/14/2021	\$5,865.03	TRAVEL & MEETINGS	43510	QUIET CANNON MONTEBELLO INC
594466	10/14/2021	\$150.00	VEHICLE MAINTENANCE/EXPENSES	3381	MARTIN RAMIREZ
594467	10/14/2021	\$43,174.00	CONTRACT SERVICES	3044	RANGWALA ASSOCIATES
594468	10/14/2021	\$2,548.52	SUPPLIES	3079	INTERCYCLE LLC
594469	10/14/2021	\$43.99	VEHICLE MAINTENANCE/EXPENSES	3095	RUSH TRUCK CENTERS OF CALIFORNIA INC
594470	10/14/2021	\$60.00	PARKS AND RECREATION	3378	AMBER SALAS
594471	10/14/2021	\$240.00	PARKS AND RECREATION	3372	MARIA SALINAS
594472	10/14/2021	\$60.00	PARKS AND RECREATION	3373	MICHELLE SANTACRUZ
594473	10/14/2021	\$60.00	PARKS AND RECREATION	3375	DAIVD SERRANO
594474	10/14/2021	\$40.00	CARPPOOL INCENTIVE	24280	MARTIN SOLANO
594475	10/14/2021	\$8,715.74	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
594476	10/14/2021	\$25,198.86	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
594477	10/14/2021	\$29,862.94	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO
594478	10/14/2021	\$416.75	CONTRACT SERVICES	1963	SUEZ WTS SERVICES USA INC
594479	10/14/2021	\$521.13	SUPPLIES	3145	SUPERIOR GROCERS



City of Montebello
Register of Demands No.

From Payment Date: 10/7/21 - To Payment Date: 10/14/21

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
594480	10/14/2021	\$27,210.72	CONTRACT SERVICES	3030	HENRY S DAVID
594481	10/14/2021	\$175.50	CONTRACT SERVICES	2365	LETICIA TORRES
594482	10/14/2021	\$600.00	CONTRACT SERVICES	49910	TRANSTRACK SYSTEMS LLC
594483	10/14/2021	\$26,354.17	CONTRACT SERVICES	3187	TRISTAR RISK MANAGEMENT
594484	10/14/2021	\$1,535.48	SUPPLIES	45120	ULINE INC
594485	10/14/2021	\$1,543.50	TRAVEL & MEETINGS	2210	CHERYLL JOY GOTO
594486	10/14/2021	\$2,602.00	CONTRACT SERVICES	37	US SECURITY ASSOCIATES INC
594487	10/14/2021	\$4,961.83	UTILITY SERVICES	23610	VERIZON WIRELESS
594488	10/14/2021	\$1,554.65	SUPPLIES	3088	WAXIES ENTERPRISES LLC
594489	10/14/2021	\$60.00	PARKS AND RECREATION	151	MARIA T ZAMUDIO
594490	10/14/2021	\$60.00	PARKS AND RECREATION	3374	RACHEL ZWEIZIG
Check Total		\$1,128,563.58			
Grand Total		\$2,059,773.95			